

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

AUSTIN DURAN, By his personal
Representative GAIL DURAN and
GAIL DURAN, Individually,

Plaintiffs,

Case No:

Division:

Vs.

COMPLAINT

CITY OF APOPKA,

Defendant.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, AUSTIN DURAN, by his personal representative GAIL DURAN AND GAIL DURAN, Individually, (hereinafter "PLAINTIFFS") by and through the undersigned counsel Law Office of Jon Lambe, hereby sues Defendant, CITY OF APOPKA (hereinafter "CITY") and states as follows:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of \$50,001, exclusive of interest, costs and attorney fees.
2. Plaintiff Austin Duran was a resident of Orange County, Florida on June 30, 2022.
3. Plaintiff Gail Duran was a resident of Orange County, Florida on June 30, 2022.
4. Plaintiff Gail Duran is the duly appointed personal representative of the estate of Austin Duran, decedent. A copy of the Order appointing the personal representative is attached as Exhibit A.
5. The City of Apopka Fire Department was under the direction and control of

the CITY on June 30, 2022.

6. CITY was responsible for the training and supervision of Fire Department personnel of City of Apopka.
7. At all times hereinafter mentioned and material to this action CITY employed individuals at the City of Apopka Fire Department including Austin Duran.
8. At all times hereinafter mentioned Plaintiff Austin Duran was an employee of City of Apopka Fire Department on June 30, 2022.
9. That on June 30, 2022, Austin Duran of squad 5 was at the Butler Building across from Fire Station One to attach a sand trailer to a hitch of a Fire Department vehicle at the instruction of superiors.
10. That Plaintiff has complied with Florida Statute 768.28 and all conditions precedent to filing this lawsuit. Plaintiff has provided written notice to the Department of Financial Services and the City of Apopka as required under Florida Statute 768.28 who has denied liability under Florida Statute 768.28.

VENUE AND JURISDICTION

11. Venue of this action is proper in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, as all material facts in this cause of action occurred in Orange County, Florida.

COUNT I- WRONGFUL DEATH AGAINST THE CITY OF APOPKA BY GAIL DURAN AS PERSONAL REPRESENTATIVE OF AUSTIN DURAN

12. That on June 30, 2022, DEFENDANT through its employees requested that Austin Duran move a sand trailer that was in the possession and control of City of Apopka Fire Department.

13. CITY violated Florida Statute 69A.
14. CITY failed to comply with Florida Statute 69A-62.021.
15. That the said sand trailer was upon belief constructed and designed by individuals not in the business of designing, constructing and manufacturing sand trailers by CITY.
16. That the said sand trailer was defectively and dangerously constructed and maintained by CITY with the actual knowledge of CITY.
17. The CITY knew in all substantial certainty that the exposure was intentionally increased and worsened by the employer's deliberate and malicious conduct in permitting Austin Duran to use an inherently dangerous and non-sanctioned fire department vehicle.
18. That CITY intentionally and without regard for safety failed to have appropriate safety guards which created a dangerous condition but still instructed Plaintiff Austin Duran to engage in the dangerous practice of using the Sand Trailer.
19. That the CITY's disregard to the dangerous activity it placed on Austin Duran knew that Austin Duran was engaged in conduct that was substantially certain to result in injury and death.
20. A reasonable employer would have known that its intentional actions was substantially certain to result in injury or death.
21. The Sand Trailer was known by the Defendant to have been constructed in a standard that did not comply with safety, did have adequate safeguard to keep the Sand Trailer from tipping over, as it did on Austin Duran and did not have

safety measures, procedures or warnings on the Sand Trailer to warn those using the trailer of the dangers and hidden dangers.

22. The sand trailer involved in this incident was created, designed, built and maintained by CITY and it's Fleet Services, even though CITY was not capable in the business of and knowledgeable enough to create said sand trailer. Thereby, CITY should have known that the sand trailer was an inherent danger to any employee using the sand trailer.
23. The sand trailer at issue in this litigation should not have been full of sand at the time Austin Duran was attempting to attach the trailer to the fire department vehicle.
24. The sand trailer at issue in this litigation was not designed, manufactured or built by a company doing business in that field nor did it have a registered vehicle identification number with the State of Florida.
25. That on June 30, 2022, and prior thereto the City of Apopka and City of Apopka Fire Department did not have proper policies, training, safety protocol for the use of the sand trailer which was involved in this incident.
26. That Austin Duran and a fellow firefighter were never properly trained, instructed, assisted by more experienced fire personnel or given instructions on how to move the sand trailer or attach to fire department vehicles prior the incident on June 30, 2022.
27. That on June 30, 2022, it was the first-time firefighter Austin Duran and a fellow firefighter had ever used or attempted to move or hitch the sand trailer.
28. Austin Duran on June 30, 2022, was instructed by his superiors at the Apopka

Fire Department to move or hitch the sand trailer.

29. That the City of Apopka did not maintain at that time any instruction manuals, personal instructions or proper training for fire personnel, more specifically, Austin Duran on the use, operation, movement and attaching of the sand trailer prior to and on the date of the incident June 30, 2022.
30. That the City of Apopka did not have in place procedures for the safety and use of equipment prior to the use of equipment, more specifically the sand trailer at issue in this litigation.
31. That CITY had taken the sand trailer out of service in the past because it knew it was dangerous, a hazard and unsafe for fire personnel to use or operate the sand trailer and that it was substantially certain to cause injury and death.
32. That the sand trailer was constructed, designed, made, repaired and used not in conjuncture with proper safety protocol, as the apparatus being man-made resulted in the City of Apopka knowing or should have known that the result of the use would result in injury and death.
33. That CITY engaged in conduct which was substantially certain to result in injury or death, in that, employees and supervisors of CITY had warned fellow fire fighters not to use the sand trailer and such warning was never communicated to AUSTIN DURAN and a fellow firefighter prior to them being instructed to hitch and move the sand trailer which caused AUSTIN DURAN's death.
34. That as a result of the gross negligence of CITY in the ownership, operation, management, maintenance and control of the sand trailer and lack of training,

supervision, safety policies and procedures of its fire personnel, more specifically Austin Duran, with no negligence on the part of plaintiff was injured and ultimately deceased as a result.

35. As a direct and proximate result of the DEFENDANT's actions and inactions the Austin Duran suffered pain and suffering, crush injuries, asphyxiation, trauma and mental anguish from the date and time of the injury until his death.

COUNT II- GROSS NEGLIGENCE AGAINST THE CITY OF APOPKA BY GAIL DURAN AS PERSONAL REPRESENTATIVE OF AUSTIN DURAN

36. That on June 30, 2022, DEFENDANT through its employees requested that Austin Duran move a sand trailer that was in the possession and control of City of Apopka Fire Department.
37. CITY violated Florida Statute 69A.
38. CITY failed to comply with Florida Statute 69A-62.021.
39. That the said sand trailer was upon belief constructed and designed by individuals not in the business of designing, constructing and manufacturing sand trailers by the CITY.
40. That the said sand trailer was defectively and dangerously constructed and maintained.
41. That on June 30, 2022, and prior thereto the City of Apopka and City of Apopka Fire Department did not have proper policies, training, safety protocol for the use of the sand trailer which was involved in this incident.
42. That Austin Duran and a fellow firefighter were never properly trained, instructed, assisted by more experienced fire personnel or given instructions on how to move or hitch the sand trailer or attach to fire department vehicles

prior the incident on June 30, 2022.

43. That on June 30, 2022, it was the first time Austin Duran and a fellow firefighter had ever used or attempted to move or hitch the sand trailer without any training, experience, instruction or supervision.
44. Austin Duran on June 30, 2022, was instructed by his superiors at the Apopka Fire Department to hitch and move the sand trailer.
45. That the City of Apopka did not maintain at that time any instruction manuals, personal instructions or proper training for fire personnel, more specifically, Austin Duran on the use, operation, movement and attaching of the sand trailer prior to and on the date of the incident June 30, 2022.
46. That CITY had taken the sand trailer out of service in the past because it knew it was dangerous, a hazard and unsafe for fire personnel to use or operate the sand trailer and that it was substantially certain to cause injury and death.
47. The CITY knew in with substantial certainty that the exposure was intentionally increased and worsened by the employer's deliberate and malicious conduct in permitting Austin Duran to use an inherently dangerous and non-sanctioned fire department vehicle.
48. That CITY intentionally and without regard for safety failed to have appropriate safety guards which created a dangerous condition but still instructed Plaintiff Austin Duran to engage in the dangerous practice of using the Sand Trailer.
49. That the CITY's disregard to the dangerous activity it placed on Austin Duran knew that Austin Duran was engaged in conduct that was substantially certain

to result in injury and death.

50. A reasonable employer would have known that its intentional actions was substantially certain to result in injury or death.
51. The Sand Trailer was known by the Defendant to have been constructed in a standard that did not comply with safety, did have adequate safeguard to keep the Sand Trailer from tipping over, as it did on Austin Duran and did not have safety measures, procedures or warnings on the Sand Trailer to warn those using the trailer of the dangers and hidden dangers.
52. That the City of Apopka did not have in place procedures for the safety and use of equipment prior to the use of equipment, more specifically the sand trailer at issue in this litigation.
53. That CITY engaged in conduct which was substantially certain to result in injury or death, in that, employees and supervisors of CITY had warned fellow fire fighters not to use the sand trailer and such warning was never communicated to AUSTIN DURAN and a fellow firefighter prior to them being instructed to move the sand trailer which caused AUSTIN DURAN's death.
54. That the sand trailer being constructed, designed, made, repaired and used not in conjecture with proper safety protocols, as the apparatus was man made resulted in the City of Apopka knowing or should have known that the result of the use would result in injury and death.
55. That as a result of the gross negligence of CITY in the ownership, operation, management, maintenance and control of the sand trailer and lack of training,

supervision, safety policies and procedures of its fire personnel, more specifically Austin Duran, with no negligence on the part of plaintiff was injured and ultimately deceased as a result.

56. As a direct and proximate result of the DEFENDANT's actions and inactions the Austin Duran suffered pain and suffering, crush injuries, asphyxiation, trauma and mental anguish from the date and time of the injury until his death.

**COUNT III- WRONGFUL DEATH AGAINST THE CITY OF APOPKA BY
GAIL DURAN**

57. That on June 30, 2022, DEFENDANT through its employees requested that Austin Duran move a sand trailer that was in the possession and control of City of Apopka Fire Department.

58. CITY violated Florida Statute 69A.

59. CITY failed to comply with Florida Statute 69A-62.021.

60. That the said sand trailer was defectively and dangerously constructed, designed and maintained by CITY.

61. That on June 30, 2022, and prior thereto the City of Apopka and City of Apopka Fire Department did not have proper policies, training, safety protocol for the use of the sand trailer which was involved in this incident.

62. That Austin Duran and a fellow firefighter were never properly trained, instructed, assisted by more experienced fire personnel or given instructions on how to move or hitch the sand trailer or attach to fire department vehicles prior the incident on June 30, 2022.

63. That on June 30, 2022, it was the first time Austin Duran and a fellow firefighter had ever used or attempted to move or hitch the sand trailer without any prior training, experience, instruction or supervision.
64. Austin Duran on June 30, 2022, was instructed by a superior at the Apopka Fire Department to move or hitch the sand trailer.
65. That the City of Apopka did not maintain at that time any instruction manuals, personal instruction or proper training for fire personnel, more specifically, Austin Duran on the use, operation, movement and attaching of the sand trailer prior to and on the date of the incident June 30, 2022.
66. That CITY had taken the sand trailer out of service in the past because it knew it was dangerous, a hazard and unsafe for fire personnel to use or operate the sand trailer and that it was substantially certain to cause injury and death.
67. That the City of Apopka did not have in place procedures for the safety and use of equipment prior to the use of equipment, more specifically the sand trailer at issue in this litigation.
68. The CITY knew with substantial certainty that the exposure was intentionally increased and worsened by the employer's deliberate and malicious conduct in permitting Austin Duran to use an inherently dangerous and non-sanctioned fire department vehicle.
69. That CITY intentionally and without regard for safety failed to have appropriate safety guards which created a dangerous condition but still instructed Plaintiff Austin Duran to engage in the dangerous practice of using

the Sand Trailer.

70. That the CITY's disregard to the dangerous activity it placed on Austin Duran knew that Austin Duran was engaged in conduct that was substantially certain to result in injury and death.
71. A reasonable employer would have known that its intentional actions was substantially certain to result in injury or death.
72. The Sand Trailer was known by the Defendant to have been constructed in a standard that did not comply with proper safety protocols, did not have adequate safeguard to keep the Sand Trailer from tipping over, as it did on Austin Duran and did not have safety measures, procedures or warnings on the Sand Trailer to warn those using the trailer of the dangers and hidden dangers.
73. That the sand trailer being constructed, designed, made, repaired and used not in conformance with proper safety protocol, as the apparatus was man made resulted in the City of Apopka knowing or should have known that the result of the use would result in injury and death.
74. That CITY engaged in conduct which was substantially certain to result in injury or death, in that, employees and supervisors of CITY had warned fellow fire fighters not to use the sand trailer and such warning was never communicated to AUSTIN DURAN and a fellow firefighter prior to them being instructed to move the sand trailer which caused AUSTIN DURAN's death.
75. That as a result of the gross negligence of CITY in the ownership, operation,

management, maintenance and control of the sand trailer and lack of training, supervision, safety policies and procedures of its fire personnel, more specifically Austin Duran, with no negligence on the part of plaintiff was injured and ultimately deceased as a result.

76. As a direct and proximate result of the DEFENDANT's gross negligence of defendant CITY, the surviving parent suffered the future loss of companionship and protection, medical and funeral expenses and has sustained mental pain and suffering from the date of the decedent's date of injury. These damages are permanent and continuing in nature.

**COUNT IV- GROSS NEGLIGENCE AGAINST THE CITY OF APOPKA BY
GAIL DURAN**

77. That on June 30, 2022, DEFENDANT through its employees requested that Austin Duran hitch and move a sand trailer that was in the possession and control of City of Apopka Fire Department.

78. CITY violated Florida Statute 69A.

79. CITY failed to comply with Florida Statute 69A-62.021.

80. That the said sand trailer was upon belief constructed, designed and made by individuals not in the business of designing, constructing and manufacturing sand trailers.

81. That the said sand trailer was defectively and dangerously constructed, designed and maintained by the CITY.

82. That on June 30, 2022, and prior thereto the City of Apopka and City of Apopka Fire Department did not have proper policies, training, safety protocol for the use of the sand trailer which was involved in this incident.

83. That Austin Duran and a fellow firefighter were never properly trained, instructed, assisted by more experienced fire personnel or given instructions on how to move and hitch the sand trailer or attach to fire department vehicles prior the incident on June 30, 2022.
84. That on June 30, 2022, it was the first time Austin Duran and a fellow firefighter had ever used or attempted to move or hitch the sand trailer and did so without any training, experience, instruction or supervision.
85. Austin Duran on June 30, 2022, was instructed by his superiors at the Apopka Fire Department to hitch and move the sand trailer.
86. That the City of Apopka did not maintain at that time any instruction manuals, personal instructions or proper training for fire personnel, more specifically, Austin Duran on the use, operation, movement and attaching of the sand trailer prior to and on the date of the incident June 30, 2022.
87. That the City of Apopka did not have in place procedures for the safety and use of equipment prior to the use of equipment, more specifically the sand trailer at issue in this litigation.
88. The CITY knew with substantial certainty that the exposure was intentionally increased and worsened by the employer's deliberate and malicious conduct in permitting Austin Duran to use an inherently dangerous and non-sanctioned fire department vehicle.
89. That CITY intentionally and without regard for safety failed to have appropriate safety guards which created a dangerous condition but still instructed Plaintiff Austin Duran to engage in the dangerous practice of using

the Sand Trailer.

90. That CITY had taken the sand trailer out of service in the past because it knew it was dangerous, a hazard and unsafe for fire personnel to use or operate the sand trailer and that it was substantially certain to cause injury and death.
91. That the CITY's disregard to the dangerous activity it placed on Austin Duran knew that Austin Duran was engaged in conduct that was substantially certain to result in injury and death.
92. A reasonable employer would have known that its intentional actions was substantially certain to result in injury or death.
93. The Sand Trailer was known by the Defendant to have been constructed in a standard that did not comply with safety, did have adequate safeguard to keep the Sand Trailer from tipping over, as it did on Austin Duran and did not have safety measures, procedures or warnings on the Sand Trailer to warn those using the trailer of the dangers and hidden dangers.
94. That the sand trailer being constructed, designed, made, repaired and used not in conformance with proper safety protocols, as the apparatus was manmade resulted in the City of Apopka knowing or should have known that the result of the use would result in injury and death.
95. That CITY engaged in conduct which was substantially certain to result in injury or death, in that, employees and supervisors of CITY had warned fellow fire fighters not to use the sand trailer and such warning was never communicated to AUSTIN DURAN and a fellow firefighter prior to them being instructed to hitch and move the sand trailer which caused AUSTIN

DURAN's death.

96. That as a result of the gross negligence of CITY in the ownership, operation, management, maintenance and control of the sand trailer and lack of training, supervision, safety policies and procedures of its fire personnel, more specifically Austin Duran, with no negligence on the part of plaintiff was injured and ultimately became deceased as a result.

97. As a direct and proximate result of the DEFENDANT's gross negligence of defendant CITY, the surviving parent suffered the future loss of companionship and protection, medical and funeral expenses and has sustained mental pain and suffering from the date of the decedent's date of injury. These damages are permanent and continuing in nature.

**COUNT V- INTENTIONAL TORT AGAINST THE CITY OF APOPKA BY
GAIL DURAN**

98. That on June 30, 2022, DEFENDANT through its employees requested that Austin Duran move a sand trailer that was in the possession and control of City of Apopka Fire Department.

99. CITY violated Florida Statute 69A.

100. CITY failed to comply with Florida Statute 69A-62.021.

101. That the said sand trailer was defectively and dangerously constructed and maintained.

102. That on June 30, 2022, and prior thereto the City of Apopka and City of Apopka Fire Department did not have proper policies, training, safety protocol

for the use of the sand trailer which was involved in this incident.

103. That Austin Duran and a fellow firefighter were never properly trained, instructed, assisted by more experienced fire personnel or given instructions on how to move the sand trailer or attach to fire department vehicles prior the incident on June 30, 2022.
104. That on June 30, 2022, it was the first time Austin Duran and a fellow firefighter had ever used or attempted to move the sand trailer without any prior training, experience, instruction or supervision.
105. Austin Duran on June 30, 2022, was instructed by a superior at the Apopka Fire Department to move the sand trailer.
106. That the City of Apopka did not maintain at that time any instruction manuals, personal instruction or proper training for fire personnel, more specifically, Austin Duran on the use, operation, movement and attaching of the sand trailer prior to and on the date of the incident June 30, 2022.
107. That the City of Apopka did not have in place procedures for the safety and use of equipment prior to the use of equipment, more specifically the sand trailer at issue in this litigation.
108. The CITY knew in all probability that the exposure was intentionally increased and worsened by the employer's deliberate and malicious conduct in permitting Austin Duran to use an inherently dangerous and non-sanctioned fire department vehicle.
109. That CITY intentionally and without regard for safety failed to have

appropriate safety guards which created a dangerous condition but still instructed Plaintiff Austin Duran to engage in the dangerous practice of using the Sand Trailer.

110. That the CITY's disregard to the dangerous activity it placed on Austin Duran knew that Austin Duran was engaged in conduct that was substantially certain to result in injury and death.

111. That CITY had taken the sand trailer out of service in the past because it knew it was dangerous, a hazard and unsafe for fire personnel to use or operate the sand trailer and that it was substantially certain to cause injury and death.

112. A reasonable employer would have known that its intentional actions was substantially certain to result in injury or death.

113. The Sand Trailer was known by the Defendant to have been constructed in a standard that did not comply with safety, did have adequate safeguard to keep the Sand Trailer from tipping over, as it did on Austin Duran and did not have safety measures, procedures or warnings on the Sand Trailer to warn those using the trailer of the dangers and hidden dangers.

114. That CITY engaged in conduct which was substantially certain to result in injury or death, in that, employees and supervisors of CITY had warned fellow fire fighters not to use the sand trailer and such warning was never communicated to AUSTIN DURAN and a fellow firefighter prior to them being instructed to move the sand trailer which caused AUSTIN DURAN's death.

115. That the sand trailer being constructed, designed, made, repaired and used not in conformance with safety, as the apparatus was man made resulted in the City of Apopka knowing or should have known that the result of the use would result in injury and death.

116. That as a result of the intentional tort of CITY in the ownership, operation, management, maintenance and control of the sand trailer and lack of training, supervision, safety policies and procedures of its fire personnel, more specifically Austin Duran, with no negligence on the part of plaintiff was injured.

117. As a direct and proximate result of the DEFENDANT's intentional torts of defendant CITY, the surviving parent suffered the future loss of companionship and protection, medical and funeral expenses and has sustained mental pain and suffering from the date of the decedent's date of injury. These damages are permanent and continuing in nature.

COUNT VI- INTENTIONAL TORT AGAINST THE CITY OF APOPKA BY GAIL DURAN AS PERSONAL REPRESENTATIVE OF AUSTIN DURAN

118. That on June 30, 2022, DEFENDANT through its employees requested that Austin Duran move a sand trailer that was in the possession and control of City of Apopka Fire Department.

119. CITY violated Florida Statute 69A.

120. CITY failed to comply with Florida Statute 69A-62.021.

121. That the said sand trailer was upon belief constructed by individuals not in the business of designing, constructing and manufacturing sand trailers.

122. That the said sand trailer was defectively and dangerously constructed and

maintained.

123. That on June 30, 2022, and prior thereto the City of Apopka and City of Apopka Fire Department did not have proper policies, training, safety protocol for the use of the sand trailer which was involved in this incident.
124. That Austin Duran and a fellow firefighter were never properly trained, instructed, assisted by more experienced fire personnel or given instructions on how to hitch or move the sand trailer or attach to fire department vehicles prior the incident on June 30, 2022.
125. That on June 30, 2022, it was the first time Austin Duran and a fellow firefighter had ever used or attempted to hitch or move the sand trailer without any training, experience, instruction or supervision.
126. Austin Duran on June 30, 2022, was instructed by his superiors at the Apopka Fire Department to move the sand trailer.
127. That the City of Apopka did not maintain at that time any instruction manuals, personal instruction or proper training for fire personnel, more specifically, Austin Duran on the use, operation, movement and attaching of the sand trailer prior to and on the date of the incident June 30, 2022.
128. That the City of Apopka did not have in place procedures for the safety and use of equipment prior to the use of equipment, more specifically the sand trailer at issue in this litigation.
129. The CITY knew in all substantial certainty that the exposure was intentionally increased and worsened by the employer's deliberate and malicious conduct in permitting Austin Duran to use an inherently dangerous

and non-sanctioned fire department vehicle.

130. That CITY intentionally and without regard for safety failed to have appropriate safety guards which created a dangerous condition but still instructed Plaintiff Austin Duran to engage in the dangerous practice of using the Sand Trailer.

131. That the CITY's disregard to the dangerous activity it placed on Austin Duran knew that Austin Duran was engaged in conduct that was substantially certain to result in injury and death.

132. A reasonable employer would have known that its intentional actions was substantially certain to result in injury or death.

133. That CITY had taken the sand trailer out of service in the past because it knew it was dangerous, a hazard and unsafe for fire personnel to use or operate the sand trailer and that it was substantially certain to cause injury and death.

134. The Sand Trailer was known by the Defendant to have been constructed in a standard that did not comply with safety, did have adequate safeguard to keep the Sand Trailer from tipping over, as it did on Austin Duran and did not have safety measures, procedures or warnings on the Sand Trailer to warn those using the trailer of the dangers and hidden dangers.

135. That CITY engaged in conduct which was substantially certain to result in injury or death, in that, employees and supervisors of CITY had warned fellow fire fighters not to use the sand trailer and such warning was never communicated to AUSTIN DURAN and a fellow firefighter prior to them

being instructed to hitch and move the sand trailer which caused AUSTIN DURAN's death.

136. That the sand trailer being constructed, designed, made, repaired and used not in conjecture with proper safety protocols, as the apparatus was manmade resulted in the City of Apopka knowing or should have known that the result of the use would result in injury and death.

137. That as a result of the intentional tort of CITY in the ownership, operation, management, maintenance and control of the sand trailer and lack of training, supervision, safety policies and procedures of its fire personnel, more specifically Austin Duran, with no negligence on the part of plaintiff was injured and ultimately deceases as a result.

138. As a direct and proximate result of the DEFENDANT's intentional tort of defendant CITY, the plaintiff AUSTIN DURAN suffered bodily injury including, pain and suffering of both a physical and mental nature, crush injuries, asphyxiation and mental anguish.

Wherefore, plaintiffs, requests judgment against Defendant, for damages and such other and further relief as the court may deem proper.

Plaintiff hereby demands a jury trial on all triable issues

/s/ Jon Lambe, Esquire

By: Jon Lambe, Esquire

Bar No: 0637531

Law Office of Jon Lambe

Attorneys for Plaintiffs

300 North Ronald Regan Blvd., Suite 219

Longwood, FL 32750

Phone: 407-625-7330

Fax: 407-604-6415

Email: Jon@thelambelaw.com