

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT COURT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

CLARKE ALLEN, ET AL.,	)	
	)	
PLAINTIFFS, Individually	)	
and on behalf of a class of	)	
Persons defined below,	)	
	)	
v.	)	Case No. 2015-CA-000722
	)	Division C
	)	
A. E. NEW JR., INC.;	)	
CALDWELL ASSOCIATES	)	
ARCHITECTS, INC.;	)	
and ESCAMBIA COUNTY, FLORIDA, ET AL.,	)	
	)	
DEFENDANTS.	)	

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**AMENDED CLASS ACTION COMPLAINT**

COME NOW the Plaintiffs, individually and on behalf of a class of persons similarly situated (the "Class" or "Class Members"), and sue Defendants A.E. NEW, JR., INC., CALDWELL ASSOCIATES ARCHITECTS, INC., ESCAMBIA COUNTY, FLORIDA, ALLIANCE LAUNDRY HOLDINGS, LLC, THE CITY OF PENSACOLA D/B/A PENSACOLA ENERGY, COIN LAUNDRY EQUIPMENT CO., INC., FUTCH DESIGN ASSOCIATES, GLAZE COMMUNICATIONS, H.M. YONGE & ASSOCIATES, INC., KLOCKE AND ASSOCIATES, INC., PREMIER ENGINEERING, REBOL-BATTLE & ASSOCIATES, and SEMCO INC., together with their respective insurers (collectively, the "Defendants") and allege:

1. Pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, Plaintiffs, who were at the scene of the Escambia County, Florida (hereinafter, "Escambia County") Central Booking and Detention ("CBD") facility located at 1706 West Leonard Street,

Pensacola, Florida, in Escambia County, Florida, on April 30, 2014, where the CBD had an explosion and Fire (the “Fire”), bring this class action against the Defendants for liability and damages to Plaintiffs and the Class Members defined below in connection with the Fire.

2. At all times material to this action, the Defendant, A.E. New, Jr., Inc., (hereinafter referred to as “A.E. New”), was a Florida corporation licensed to conduct business within the State of Florida.

3. At all times material to this action, the Defendant, Caldwell Associates Architects, Inc., (hereinafter referred to as “Caldwell”), was a Florida corporation licensed to conduct business within the State of Florida.

4. At all times material to this action, Escambia County owned and operated the CBD.

4A. (Class Counsel to add allegations for additional defendants).

5. On or about April 30, 2014, the following Plaintiffs were held, incarcerated, or otherwise lawfully present inside the CBD:

- a. Clarke Allen
- b. Ilyaas Ashanti
- c. Jessica Auston
- d. Kenneth Avery
- e. Christopher Baggett
- f. DeMarco Banks
- g. Machrisna Betts
- h. Raymon Blackburn
- i. Jennifer Bonoyer
- j. Benjamin Boys
- k. Derrick Bradley
- l. Elgin Brown
- m. Jennifer Brunson
- n. Deanna Byrd
- o. Patrick Cain

p.	Alvin Capps
q.	Ronald Carter
r.	Langston Casher
s.	Jeremiah Cooler
t.	Otis Craft
u.	Willie Dale
v.	Reggie Dancy
w.	Rene Dean
x.	Jill Dickey
y.	Daryl Dulaney
z.	Edward Elder
aa.	Matthew Flores
bb.	James Foster
cc.	Dequan Gaddy
dd.	Franklin Galloway
ee.	Diane Gaszak
ff,	Domanick George
gg.	Bryan Gilpatrick
hh.	Vicky Hadder
ii.	Chris Hankinson
jj.	Shannon Hankinson
kk.	Gary Hauffe
ll.	Bakari Henderson
mm.	Cornelius Henderson
nn.	Melissa Hicks
oo.	Jermon Hill
pp.	Frank Holley, Jr.
qq.	Richard Holt
rr.	Vernon Hurst
ss.	William Islar
tt.	Jalissa Johnson
uu.	Terrell Johnson
vv.	Rex Jordan
ww.	Akaivia Kirkland
xx.	Jeffrey LaFrancis
yy.	Jennifer Lamar
zz.	Daniel Lindsay
aaa.	Sammie Lisenby
bbb.	Tyler Lynch
ccc.	James Marciniak
ddd.	Caroline Mariconda
eee.	Clarence Martin
fff.	Albert Mattis
ggg.	Monica McLain
hhh.	Jermaine Middleton

iii.	Ivory Miles
jjj.	Dominick Miller
kkk.	Joyce Montgomery
lll.	Danny Moore
mmm.	John Moore
nnn.	Shawn Moyers
ooo.	Cameron Perkins
ppp.	Cherie Phillips
qqq.	Precious Pickett
rrr.	Ozell Pressley, Jr.
sss.	Adam Prudhomme
ttt.	Michael Rawls
uuu.	James Richardson
vvv.	Mark Robbins
www.	Jonathan Robinson
xxx.	John Satterwhite
yyy.	Jeffrey Sawyer
zzz.	James Shoemo
aaaa.	Dallas Simmons
bbbb.	The Estate of Robert Simmons, Deceased, by and through Sarah Cook, as Administratrix
cccc.	Kathy Smith
dddd.	Brian Spotville
eeee.	Emmett Stromas
ffff.	Barry Sullivan
gggg.	William Summa
hhhh.	Taris Tolliver
iiii.	Michael Trembly
jjjj.	Aaron Trommelen
kkkk.	Adrian Vega
llll.	Charles Watson
mmmm.	Elizabeth White
nnnn.	Angela Wilson
oooo.	Richard Wilson
pppp.	Brett Wilt
qqqq.	Edric Wright
rrrr.	Don Yelverton
ssss.	LaKendric Young
tttt.	Reanne Cravatt

6. This Amended Complaint has added the following additional Plaintiffs:
- a. DeMarco Banks
  - b. Otis Craft
  - c. Domanick George
  - d. Chris Hankinson

- e. Shannon Hankinson
- f. Rex Jordan
- g. Joyce Montgomery
- h. Shawn Moyers
- i. Cameron Perkins
- j. James Richardson
- k. The Estate of Robert Simmons, Deceased, by and through Sarah Cook, as Administratrix

7. On or about April, 30, 2014, there was an explosion and fire (collectively, the “Fire”) within the basement of the CBD that resulted in significant structural damage, property damage, and personal injury and/or death to Plaintiffs and the Class Members within the CBD.

## **I. ALLEGATIONS AGAINST THE DEFENDANTS**

### **A. ALLEGATIONS AGAINST DEFENDANT A.E. NEW**

8. Defendant, A.E. New, was and is responsible for the negligence of its employees, contractors, and sub-contractors.

9. Defendant, A.E. New, was hired by Defendant, Escambia County, to perform repairs on the CBD due to previous flooding.

10. As part of the aforementioned project, multiple gas dryers were placed in the basement of the CBD by—or under the direct supervision and at the direction of Defendant, A.E. New.

11. At all times material to this action, Defendant, A.E. New, owed a duty to any and all individuals who would enter onto the premises of the CBD to perform repairs on the CBD in a safe and reasonable manner.

12. At all times material to this action, Defendant, A.E. New, did breach its duty to Plaintiffs by, *inter alia*:

- a. Failing to properly secure the dryers in the basement of the CBD so as to prevent their movement during the flood;
- b. Being otherwise negligent.

13. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

14. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, A.E. New.

15. It was foreseeable to Defendant, A.E. New, that such breaches could cause injury to any individuals on the property of the CBD.

16. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

17. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

## **B. ALLEGATIONS AGAINST DEFENDANT CALDWELL**

18. Defendant, Caldwell, was and is responsible for the negligence of its employees, contractors, and subcontractors.

19. Defendant, Caldwell, was hired by Defendant, Escambia County, to provide architectural and engineering services to Defendant, Escambia County, in connection with the restoration and repair of the CBD.

20. At all times material to this action, Defendant, Caldwell, by and through its employees, was under a duty to act with the ordinary care of an architect in the

planning, inspection, and supervision of all work as required during the course of its employment by Defendant, Escambia County.

21. At all times material to this action, Defendant, Caldwell, owed a duty to exercise ordinary care for the protection of any individuals who would enter onto the premise of the CBD including but not limited to the Plaintiffs in this action.

22. At all times material to this action, Defendant, Caldwell, did breach its duty to Plaintiffs by, *inter alia*:

- a. Failing to plan for or design measures to stop dryers from floating in the event of a flood in the CBD;
- b. Failing to plan for or design measures to prevent a gas leak in the event that the dryers in the basement of the CBD became separated from the gas lines;
- c. Failing to plan for or design measures to prevent gas from building up in the basement of the CBD following the separation of the dryers from the gas lines;
- d. Failing to ensure that the dryers in the basement of the CBD were appropriately fastened or secured;
- e. Failing to plan or design for the restoration of the CBD that accounted for the probability and likelihood of flooding based on previous flooding of the same facility;
- f. Failing to supervise the work being performed on the CBD to ensure that the dryers were properly secured;
- g. Being otherwise negligent.

23. The aforementioned breaches were latent or not otherwise open and obvious to Plaintiffs.

24. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Caldwell.

25. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

**C. ALLEGATIONS AGAINST DEFENDANT ESCAMBIA COUNTY**

26. At all times material to this action, the aforementioned Plaintiffs were under the protection and care of Defendant, Escambia County.

27. At all times material to this action, Defendant, Escambia County, had a duty, by and through its employees at the CBD, to use reasonable care to prevent harm to inmates or other individuals at the CBD, including the aforementioned Plaintiffs.

28. On or about April 30, 2014, Defendant, Escambia County, by and through its employees at the CBD, knew or should have known of conditions on its property that were dangerous and/or posed a danger to Plaintiffs.

29. At all times material to this action, Defendant, Escambia County negligently breached its duty to Plaintiffs by, *inter alia*:

- a. Failing to prevent gas from accumulating in the basement of the CBD so as to create an inherently dangerous environment;
- b. Failing to prevent gas in the basement of the CBD from becoming ignited;

- c. Failing to evacuate or otherwise protect Plaintiffs from the explosion at the CBD;
- d. Being otherwise negligent.

30. It was foreseeable to Defendant, Escambia County, that such breaches could cause injury to any individuals located on or in the premises of the CBD, including the aforementioned Plaintiffs.

31. As a result of the aforementioned breaches, an explosion occurred in the basement of the CBD on or about April, 30, 2014.

32. The aforementioned Plaintiffs, other than those added by this Complaint, have complied with all conditions precedent to maintaining this lawsuit, including compliance with Fla. Stat. Section 768.28 (2014).

#### **D. ALLEGATIONS AGAINST DEFENDANT**

##### **ALLIANCE LAUNDRY HOLDINGS, LLC**

33. At all times material to this action, Defendant, Alliance Laundry Holdings, LLC, (“Alliance”) owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Alliance’s services in connection with the CBD.

34. At all times material to this action, Defendant, Alliance, did breach its duty to Plaintiffs.

35. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

36. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Alliance.

37. It was foreseeable to Defendant, Alliance, that such breaches could cause injury to any individuals on the property of the CBD.

38. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

39. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

**E. ALLEGATIONS AGAINST DEFENDANT THE CITY OF PENSACOLA**

**D/B/A PENSACOLA ENERGY**

40. At all times material to this action, Defendant, The City of Pensacola d/b/a Pensacola Energy, (“the City”) owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of the City’s services in connection with the CBD.

41. At all times material to this action, Defendant, the City, did breach its duty to Plaintiffs.

42. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

43. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, the City.

44. It was foreseeable to Defendant, the City, that such breaches could cause injury to any individuals on the property of the CBD.

45. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

46. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

## **F. ALLEGATIONS AGAINST DEFENDANT**

### **COIN LAUNDRY EQUIPMENT CORP.**

47. At all times material to this action, Defendant, Coin Laundry Equipment Corp., (“Coin”) owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Coin’s services in connection with the CBD.

48. At all times material to this action, Defendant, Coin, did breach its duty to Plaintiffs.

49. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

50. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Coin.

51. It was foreseeable to Defendant, Coin, that such breaches could cause injury to any individuals on the property of the CBD.

52. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

53. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

## **G. ALLEGATIONS AGAINST DEFENDANT**

### **FUTCH DESIGN ASSOCIATES**

54. At all times material to this action, Defendant, Futch Design Associates, (“Futch”) owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Futch’s services in connection with the CBD.

55. At all times material to this action, Defendant, Futch, did breach its duty to Plaintiffs.

56. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

57. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Futch.

58. It was foreseeable to Defendant, Futch, that such breaches could cause injury to any individuals on the property of the CBD.

59. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

60. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

#### **H. ALLEGATIONS AGAINST DEFENDANT GLAZE COMMUNICATIONS**

61. At all times material to this action, Defendant, Glaze Communications, (“Glaze”) owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Glaze’s services in connection with the CBD.

62. At all times material to this action, Defendant, Glaze, did breach its duty to Plaintiffs.

63. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

64. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Glaze.

65. It was foreseeable to Defendant, Glaze, that such breaches could cause injury to any individuals on the property of the CBD.

66. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

67. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

**I. ALLEGATIONS AGAINST H.M YONGE & ASSOCIATES, INC.**

68. At all times material to this action, Defendant, H.M. Yonge & Associates, Inc., (“Yonge”) owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Yonge’s services in connection with the CBD.

69. At all times material to this action, Defendant, Yonge, did breach its duty to Plaintiffs.

70. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

71. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Yonge.

72. It was foreseeable to Defendant, Yonge, that such breaches could cause injury to any individuals on the property of the CBD.

73. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

74. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

**J. ALLEGATIONS AGAINST DEFENDANT KLOCKE AND ASSOCIATES, INC.**

75. At all times material to this action, Defendant, Klocke and Associates, Inc., (“Klocke”) owed a duty to any and all individuals who would enter onto the premises of

the CBD to maintain the CBD in a safe and reasonable manner to the extent of Klocke's services in connection with the CBD.

76. At all times material to this action, Defendant, Klocke, did breach its duty to Plaintiffs.

77. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

78. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Klocke.

79. It was foreseeable to Defendant, Klocke, that such breaches could cause injury to any individuals on the property of the CBD.

80. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

81. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

#### **K. ALLEGATIONS AGAINST DEFENDANT PREMIER ENGINEERING**

82. At all times material to this action, Defendant, Premier Engineering, ("Premier") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Premier's services in connection with the CBD.

83. At all times material to this action, Defendant, Premier, did breach its duty to Plaintiffs.

84. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

85. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Premier.

86. It was foreseeable to Defendant, Premier, that such breaches could cause injury to any individuals on the property of the CBD.

87. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

88. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

**L. ALLEGATIONS AGAINST DEFENDANT REBOL-BATTLE & ASSOCIATES**

89. At all times material to this action, Defendant, Rebol-Battle & Associates, (“Rebol-Battle”) owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Rebol-Battle’s services in connection with the CBD.

90. At all times material to this action, Defendant, Rebol-Battle, did breach its duty to Plaintiffs.

91. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

92. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Rebol-Battle.

93. It was foreseeable to Defendant, Rebol-Battle, that such breaches could cause injury to any individuals on the property of the CBD.

94. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

95. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

#### **M. ALLEGATIONS AGAINST DEFENDANT SEMCO, INC.**

96. At all times material to this action, Defendant, Semco, Inc., ("Semco") owed a duty to any and all individuals who would enter onto the premises of the CBD to maintain the CBD in a safe and reasonable manner to the extent of Semco's services in connection with the CBD.

97. At all times material to this action, Defendant, Semco, did breach its duty to Plaintiffs.

98. The aforementioned breaches created conditions that were latent and not open or obvious to Plaintiffs.

99. The conditions created by the aforementioned breaches were both dangerous and were known or should have been known to Defendant, Semco.

100. It was foreseeable to Defendant, Semco, that such breaches could cause injury to any individuals on the property of the CBD.

101. The aforementioned breaches created conditions, the dangerousness of which was not obvious to Defendant, Escambia County, or Plaintiffs.

102. But for the aforementioned breaches, the dryers in the basement of the CBD would not have floated off the floor and separated from the gas lines, proximately causing the Fire at the CBD on or about April 30, 2014.

## II. CLASS REPRESENTATION ALLEGATIONS

103. Plaintiffs bring this action as a Class Action pursuant to Rule 1.220 (b)(2), (b)(3) and (c)(4) of the Florida Rules of Civil Procedure. They bring this action on their own behalf and on behalf of all other similarly situated persons in the proposed Class. Plaintiffs are informed and believe there are hundreds of members in the proposed Class. The proposed Class consists of:

**All persons who were at the scene of the Escambia County Central Booking and Detention Facility in Pensacola Florida during any time when the April 30, 2014, fire and explosion occurred, and subsequent evacuation therefrom and emergency responses thereto occurred, and the spouses of such persons at the time of the Fire.**

104. The Class is so numerous that joinder of all Class Members is impracticable, and there are common questions of law and fact among all Class Members that predominate over any issues affecting individual Class Members and include the following:

- a. Whether the Defendants negligently or otherwise wrongly failed to build, repair and maintain the CBD to ensure the safety of Class Members at the CBD;
- b. Whether the Defendants negligently failed to take steps to: (i) safely build, repair and maintain the CBD; and (ii) protect Class Members at the CBD in a safe and timely manner;
- c. Whether the Defendants owed a duty of care and/or a fiduciary obligation to the members of the Class and whether that duty of care and/or fiduciary

obligation was breached as a result of the Defendants' actions and inactions;

- d. Whether there exists an implied contract between the members of the Class on one hand, and the Defendants on the other hand, and whether the actions and inactions of the Defendants breached that implied contract;
- e. Whether, because of its wrongdoing herein, the Defendant, Escambia County, should be required to waive any monetary claims it has against any Defendants; and
- f. To the extent of the Class Members' damages as a result of the Fire brought about by the Defendants' actions and inactions, what is the proper measure of damages, and the proper method of determining those damages, on a Class-wide basis.

105. Plaintiffs will fairly and adequately protect the interests of the Class and are willing to submit to the Court such evidence as the Court may deem necessary to ensure that the interests of the Class are properly served.

106. Plaintiffs' claims are typical of those of other Class Members, as there are no material differences in the facts and law underlying their claims, and Plaintiffs' prosecution of their claims will advance the claims of all Class Members. By aggressively pursuing their own claims, the Plaintiffs will necessarily be concurrently aggressively pursuing the claims of all Class Members.

107. Plaintiffs have retained competent counsel experienced in the prosecution of this type of Class litigation.

108. Class treatment of the claims set forth in this Complaint is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for the proposed Class Members to prosecute their claims individually. Absent a class

action, a multiplicity of individual lawsuits would be required to address the claims between Class Members and the Defendants so that inconsistent treatment and adjudication of the claims would likely result.

109. The litigation of Plaintiffs' and the Class' claims is manageable. Defendants' uniform conduct, the consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrates that there would be no significant manageability problems with prosecuting this lawsuit as a Class Action.

110. Adequate notice can be given to Class Members directly using information maintained in Defendants' records and/or through publication.

111. Unless Class-wide relief is awarded, Defendants may continue in their failure to properly build, maintain and repair incarceration facilities occupied by or worked in by Plaintiffs and Class Members; Defendants may continue to fail to provide for the safety of Plaintiffs and Class Members in incarceration facilities; and Defendants may continue to act unlawfully as set forth in this Complaint.

112. Defendants have acted, or refused to act, on grounds that apply generally to the Class, making final relief appropriate for the Class as a whole. Defendants' acts and omissions are the direct and proximate cause of these damages, described more fully elsewhere in this Complaint.

### **III. COUNT I**

113. Plaintiffs incorporate by reference and re-allege the allegations set forth in Paragraphs 1 through 112 as if fully set forth herein. Escambia County has monetary

claims against some Class Members, which, because of Escambia County's wrongdoing herein, are due to be waived.

114. At all times material to this Complaint, Plaintiffs and the Class Members, other than spouses of the Plaintiffs and other Class Members who are not otherwise Class Members, were on the property of the CBD when the Fire occurred.

115. As a result, Plaintiffs and the Class Members suffered death or bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of earnings, and loss of ability to earn money, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiffs and the Class Members will suffer the losses in the future. Class Members that were not at the CBD at the time of the Fire have suffered lost consortium and other damages as a result of the damages caused to a loved one by the Fire.

#### **IV. RELIEF SOUGHT**

WHEREFORE, Plaintiffs, on behalf of themselves and the Class respectfully requests:

A. An Order certifying that this action may be maintained as a Class Action under Rule 1.220 of the Florida Rules of Civil Procedure; certifying Plaintiffs as representatives of the Class and certifying this matter as a Class Action on behalf of Class Members defined above and designating their undersigned counsel as counsel for the Class;

B. Demand judgment that Escambia County's monetary claims against any Class Members are denied as waived and for damages against all the Defendants, for damages in excess of the Court's jurisdictional limits, exclusive of costs, interest and attorneys' fees, and further demands trial by jury;

C. For an award of attorneys' fees and costs as may be permitted by law;  
and

D. For all other legal and equitable relief as the Court may deem just and proper.

**PUTATIVE CLASS COUNSEL:**

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### **CERTIFICATE OF SERVICE**

I, Adrian R. Bridges, one of the Putative Class Counsel herein, hereby certify that on this 6<sup>th</sup> day of July, 2017, I served a copy of the above and foregoing Amended Class Action Complaint upon all opposing Counsel of Record, together with the newly added Defendants by first class mail and e-mail, with Summonses being prepared and filed with the Court to properly serve the newly added Defendants on this same date.

/s/ Adrian R. Bridges  
Of Counsel