

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO:

CHRIS SLOAN and CARLA SLOAN, Personal  
Representatives of the Estate and Survivors of  
CALDER SLOAN, deceased,

Plaintiffs,

v.

PENTAIR WATER POOL AND SPA, INC., a  
foreign corporation, and ALL FLORIDA DISTRIBUTORS,  
INC., d/b/a ALL FLORIDA POOL &  
SPA CENTER, a Florida corporation, GARY B  
ELECTRIC AND CONSTRUCTION CONSULTANT,  
INC., a Florida corporation, and JORGE PEREZ  
ENTERPRISES, INC., a Florida Corporation, a/k/a  
JP ENTERPRISES INSPECTION COMPANY,

Defendants.

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**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs Chris Sloan and Carla Sloan, as personal representatives of the Estate of Calder Sloan, deceased, and on behalf of the Estate and Survivors of Calder Sloan, sues Pentair Water Pool and Spa, Inc., All Florida Distributors, Inc., d/b/a All Florida Pool & Spa Center, Gary B Electric and Construction Consultant, Inc. and Jorge Perez Enterprises, Inc. a/k/a JP Enterprises Inspection Company and Jorge Perez, and states as follows:

**JURISDICTION, PARTIES, & VENUE**

1. This is a wrongful death case brought pursuant to Florida Statutes sections 768.16-27, the "Florida Wrongful Death Act," for damages in excess of fifteen thousand dollars (\$15,000.00)

exclusive of interest and costs as a result of the wrongful death of Calder Sloan.

2. Plaintiffs Chris Sloan and Carla Sloan are the father and mother and Survivors of the decedent, Calder Sloan, a minor.

3. Plaintiffs Chris Sloan and Carla Sloan are or will be appointed the personal representatives of the Estate of Calder Sloan.

4. At all times relevant hereto, the principal residence of Decedent, Calder Sloan and Personal Representatives Chris Sloan and Carla Sloan was Florida.

5. Plaintiff Chris Sloan is the natural father of Decedent, Calder Sloan and is a Survivor within the meaning of Florida Statutes section 768.18(1).

6. Carla Sloan is the natural mother of Decedent, Calder Sloan and is a Survivor within the meaning of Florida Statutes section 768.18(1).

7. At the time of his death, Decedent Calder Sloan was a bright, handsome and loving 7 year boy who was electrocuted and killed while in his family's pool due to a defective pool light and/or electrical grounding and bonding on the pool's lighting system.

8. The causes of action herein accrued in Miami-Dade County where the death of Calder Sloan occurred in his family's residential swimming pool located at 13005 Arch Creek Terrace, Miami, FL 33138 in Miami, Miami-Dade County, Florida.

9. Defendant Pentair Water Pool and Spa, Inc., ("Pentair") is a Delaware corporation with its principal place of business in Minnesota.

10. Defendant Pentair manufactured and designed the pool light and its constituent parts that electrocuted and killed Calder Sloan.

11. The Court has personal jurisdiction over Defendant Pentair pursuant to Florida's Long-Arm Statute, and due process because:

- a. Pentair has caused injury to Plaintiff and the Estate in Florida that arose out of the acts and omissions that occurred outside of the State of Florida during the relevant period of time, namely, the negligent design and manufacturing of the

pool light and its constituent parts that electrically shocked and killed Calder Sloan as set forth more fully herein in this matter in the State of Florida; and

- b. Pentair has engaged in substantial and not isolated activity within Miami-Dade County by: 1) having numerous authorized dealers and service centers for its products in this District and the State of Florida; and 2) marketing and selling its pool lighting, pool lighting components and other products in this District and the State of Florida.

12. Defendant Pentair at all times relevant acted by and through its employees, agents, apparent agents, servants, officers, or representatives, who were acting within the course of their employment, agency, apparent agency, servitude, office, or representative capacity, or under Pentair's control, and in furtherance of its interests, thereby making Defendant Pentair vicariously liable for their acts or omissions.

13. At all times relevant hereto, Defendant All Florida Distributors, Inc., d/b/a All Florida Pool & Spa Center ("All Florida") was licensed to do business in Florida and did do business in Florida and had an office for the transaction of its customary business located at 11720 Biscayne Boulevard, North Miami, FL 33181, in Miami-Dade County, Florida.

14. Defendant All Florida provided weekly cleaning, maintenance and inspections of the pool that Calder Sloan died in.

15. Defendant All Florida at all times relevant acted by and through its employees, agents, apparent agents, servants, officers, or representatives, who were acting within the course of their employment, agency, apparent agency, servitude, office, or representative capacity, or under Pentair's control, and in furtherance of its interests, thereby making Defendant All Florida vicariously liable for their acts or omissions.

16. At all times relevant hereto, Defendant Gary B Electric and Construction Consultant, Inc., ("Gary B") was licensed to do business in Florida and did do business in Florida and had an office for the transaction of its customary business located at 9762 SW 190 St., Miami, FL 33157, in

Miami-Dade County, Florida.

17. Defendant Gary B was retained to do electrical work on the home, including replacing the main electrical panels in the home, grounding the subject pool's pump and removing a pole light on the subject pool deck.

18. Defendant Gary B at all times relevant acted by and through its employees, agents, apparent agents, servants, officers, or representatives, who were acting within the course of their employment, agency, apparent agency, servitude, office, or representative capacity, or under Pentair's control, and in furtherance of its interests, thereby making Defendant Gary B vicariously liable for their acts or omissions.

19. At all times relevant hereto, Jorge Perez Enterprises, Inc. was licensed to do business in Florida and did do business in Florida and had an office for the transaction of its customary business located at 2361 NE 10<sup>th</sup> Ave., Pompano Beach, FL 33064.

20. Defendant Jorge Perez Enterprises, Inc. was retained to inspect the subject home and pool's electrical system.

21. Defendant Jorge Perez Enterprises, Inc. a/k/a JP Enterprises Inspection Services at all times relevant acted by and through its employees, agents, apparent agents, servants, officers, or representatives, who were acting within the course of their employment, agency, apparent agency, servitude, office, or representative capacity, or under Pentair's control, and in furtherance of its interests, thereby making Defendant Jorge Perez Enterprises, Inc. vicariously liable for their acts or omissions.

22. All conditions precedent to this action have been met or have been waived by Defendants.

**FACTS COMMON TO ALL CAUSES OF ACTION**

23. During the afternoon of April 13, 2014, seven year-old Calder Sloan went into his family's pool to swim under the supervision of his babysitter and babysitter's son.

24. Calder safely entered his family's pool at the shallow end and talked to the babysitter's

son while in the shallow end of the pool without incident.

25. Calder was a strong swimmer. Calder challenged the babysitter's son to swim the length of the pool underwater.

26. The babysitter's son jumped into the middle of the pool and waited for Calder to swim to the deep end.

27. Calder went underwater at the shallow end and swam to the deep end underwater, all while observed by his babysitter's son.

28. Shortly after reaching the deep end of the pool, Calder surfaced, screaming and sputtering water.

29. Calder's babysitter's son attempted to rescue Calder, but when he advanced to the deep end he could feel electricity in the pool and jumped out of the pool

30. Once out of the pool, Calder's babysitter's son reached into the deep end of the pool to try and grab Calder, who was by then, face down in the pool and not moving.

31. The babysitter's son attempted to grab Calder from the pool several times but could not because he kept being shocked each time he reached into the pool to get Calder. After several attempts, Calder was pulled out by his own hair from by the babysitter's son because it was the only part of Calder that could be reached without being electrocuted by the water in the pool.

32. CPR was attempted on Calder until the paramedics arrived on the scene, but no one could save Calder's life and he expired.

### **The Loss of Calder Sloan: "Mr. Awesome"**

33. Calder was energetic, kind, gentle-hearted and possessed a strong moral compass.

34. Calder was a terrific athlete who his Chris nicknamed "Mr. Awesome."

35. Calder looked after and cared for his younger brother.

36. Calder made Survivors Chris and Carla Sloan proud parents; he also made them laugh.

**COUNT I**  
**WRONGFUL DEATH NEGLIGENCE AGAINST PENTAIR**

37. Paragraphs 1-30 are adopted and restated as if fully set forth herein.

38. Defendant Pentair owed a duty to Plaintiff to exercise reasonable care to manufacture, design, test, inspect, and market the pool light and its constituent parts properly, and to adequately warn of its failure to do the same. Pentair's duty included, but was not limited to the following:

- a. using reasonable care in designing, manufacturing, testing, inspecting, and marketing of the pool light and its constituent parts to prevent them from electrocuting Calder Sloan;
- b. adequately warning and instructing of the problems with the pool light and its constituent parts;
- c. properly manufacturing the pool light and its constituent parts to prevent them from electrocuting Calder Sloan;
- d. properly designing pool light and its constituent parts to prevent them from electrocuting Calder Sloan;
- e. using reasonable care in designing, manufacturing, testing, inspecting, and marketing of the pool light's thermal sensor to prevent it from failing and the light overheating and an adequate backup mechanism if the pool light's thermal sensor failed;
- f. adequately warning and instructing of the problems with the pool light's thermal sensor;
- g. properly manufacturing the pool light's thermal sensor to prevent it from failing leading to the electrocution death of Calder Sloan;
- h. properly designing the pool light's thermal sensor to prevent it from failing leading to the electrocution death of Calder Sloan;
- i. using reasonable care to prevent the pool light and its constituent parts from overheating;

- j. properly manufacturing and designing adequate warning systems to timely advise of the pool light and its constituent parts' problems;
- k. providing adequate instructions and warnings on proper maintenance of the pool light and its constituent parts;
- l. properly advertise, design and sell the pool light as a high-voltage light when it operated at high-voltage;
- m. designing the pool light so it would fail safe;
- n. manufacturing the pool light so it would fail safe;
- o. designing the shell of the pool light so that it would not conduct current into the water;
- p. designing the pool light with a one-shot fail safe switch to shut down the circuit in the event of a ground fault or overheating condition;
- q. properly instructing installers and users on how to install the pool light in relation to the orientation of its thermal protection device in the pool;
- r. adequately warning the public, service companies and sellers that resettable thermal protection devices do not fail safe;
- s. designing the pool light's cord to withstand or shutdown when overheated;
- t. adequately instructing how to detect or inspect the pool's light cord from overheating;
- u. adequately warning and instructing users to periodically inspect the pool light for water intrusion or the pool light's cord for compromise;
- v. adequately warning the CPSC, public and users of prior light fixture overheating, thermal protection or fail-safe failures;
- w. limiting sales and distribution in Florida to low-voltage operational only fixtures;
- x. not mislabeling high-voltage fixtures as low-voltage fixtures;
- y. issuing bulletins to service companies, distributors and retailers after becoming

aware of issues described in subparagraphs (a)-(y); and

- z. otherwise exercising reasonable care in the manufacturing, design, testing, inspecting, and marketing of the pool light and its constituent parts to have the pool light in a safe condition that does not electrocute users of the pool, such as Calder Sloan.

39. Defendant Pentair owed a duty to Plaintiff to exercise reasonable care to manufacture, design, test, inspect, and market the pool light and its constituent parts properly, and to adequately warn of its failure to do the same. Pentair's breach of its duty included, but was not limited to the following:

- a. failing to use reasonable care in designing, manufacturing, testing, inspecting, and marketing of the pool light and its constituent parts to prevent them from electrocuting Calder Sloan;
- b. failing to adequately warn and instruct of the problems with the pool light and its constituent parts;
- c. failing to properly manufacture the pool light and its constituent parts to prevent them from electrocuting Calder Sloan;
- d. failing to properly design the pool light and its constituent parts to prevent them from electrocuting Calder Sloan;
- e. failing to use reasonable care in designing, manufacturing, testing, inspecting, and marketing of the pool light's thermal sensor to prevent it from failing and the light overheating and an adequate backup mechanism if the pool light's thermal sensor failed;
- f. failing to adequately warn and instruct of the problems with the pool light's thermal sensor;
- g. failing to properly manufacture the pool light's thermal sensor to prevent it from failing leading to the electrocution death of Calder Sloan;

- h. failing to properly design the pool light's thermal sensor to prevent it from failing leading to the electrocution death of Calder Sloan;
- i. failing to use reasonable care to prevent the pool light from overheating;
- j. failing to properly manufacture and design adequate warning systems to timely advise of the pool light and its constituent parts' problems;
- k. failing to provide adequate instructions and warnings on proper maintenance of the pool light and its constituent parts;
- l. failing to properly advertise, design and sell the pool light as a high-voltage light when it operated at high-voltage;
- m. failing to design the pool light so it would fail safe;
- n. failing to manufacture the pool light so it would fail safe;
- o. failing to design the shell of the pool light so that it would not conduct current into the water;
- p. failing to design the pool light with a one-shot fail safe switch to shut down the circuit in the event of a ground fault or overheating condition;
- q. failing to properly instruct installers and users on how to install the pool light in relation to the orientation of its thermal protection device in the pool;
- r. failing to adequately warn the public, service companies and sellers that resettable thermal protection devices do not fail safe;
- s. failing to design the pool light's cord to withstand or shutdown when overheated;
- t. failing to adequately instruct how to detect or inspect the pool's light cord from overheating;
- u. failing to adequately warn and instruct users to periodically inspect the pool light for water intrusion or the pool light's cord for compromise;
- v. failing to adequately warn the CPSC, public and users of prior light fixture

- overheating, thermal protection or fail-safe failures;
- w. failing to limit sales and distribution in Florida to low-voltage operational only fixtures;
  - x. mislabeling high-voltage fixtures as low-voltage fixtures;
  - y. failing to issue bulletins to service companies, distributors and retailers after becoming aware of issues described in subparagraphs (a)-(y); and
  - z. otherwise exercising reasonable care in the manufacturing, design, testing, inspecting, and marketing of the pool light and its constituent parts to have the pool light in a safe condition that does not electrocute users of the pool, such as Calder Sloan.

40. The Estate has incurred medical, funeral, cemetery, and other related expenses due to Calder Sloan's death, to which it is entitled to be compensated pursuant to Florida Statutes section 768.21(6)(b).

41. As a direct and proximate cause of Defendant's acts and omissions, Survivors Chris Sloan and Carla Sloan have incurred damages and are entitled to recover damages for mental pain and suffering from the date of injury, pursuant to Florida Statutes section 768.21(4).

42. Defendant Pentair knew or should have known that its wrongful acts and omissions would result in Decedent's death and damages to the Decedent's Estate and Survivors in the manner set forth herein.

WHEREFORE Plaintiff on behalf of the Estate of Calder Sloan and its Survivors demands judgment against Defendant for compensatory damages, costs of this action, post-judgment interest, and for such other and further relief as the court may deem just and proper.

## COUNT II

### WRONGFUL DEATH STRICT LIABILITY AGAINST DEFENDANT PENTAIR

43. Paragraphs 1-30 are adopted and restated as if fully set forth herein.

44. At all times relevant hereto, Defendant Pentair was in the business of designing and

manufacturing, testing, inspecting, marketing and selling, inter alia, pool lights and their constituent parts for sale to the general public.

45. These pool lights and its constituent parts, including the subject pool light were placed by Defendant Pentair in the stream of commerce.

46. Defendant Pentair knew that the subject pool light and its constituent parts would be used without inspection for defects by consumers.

47. Defendant Pentair intended that its pool lights and constituent parts reach the ultimate consumer such as Decedent Calder Sloan, and they indeed reached Calder Sloan when he swam in his family's pool

48. When used by Calder Sloan the pool light and its constituent parts were in substantially the same condition they were in when Defendant Pentair manufactured, sold and/or delivered them.

49. At all times relevant hereto the subject pool light and its constituent parts were used in a manner consistent with the uses intended by, or known to Defendant Pentair and in accordance with the Defendant Pentair's directions and instructions.

50. The subject pool light and its constituent parts were not misused or altered by any third parties or the Decedent.

51. The pool light and its constituent parts were defectively manufactured, designed, inspected, tested, marketed, distributed, and sold.

52. The pool light and its constituent parts were also defective because they had a defective thermal sensor that allowed the pool light to overheat, conduct electricity into the pool and electrocute and kill Calder Sloan.

53. The pool light and its constituent parts were improperly manufactured, designed, inspected, and tested in such a way so as to allow electrical current to energize the pool water causing Calder Sloan to be electrocuted and result in the death of the Decedent.

54. The defective design, inspection, testing, manufacturing and selling, of pool light and its constituent parts rendered them unsafe and unreasonably dangerous for their intended use.

55. The pool light and its constituent parts were also defective and unreasonably dangerous because Defendant Pentair failed to adequately warn and instruct of the defective design, inspection, testing, manufacturing, marketing, and selling of the pool light, its constituent parts, including the thermal sensor, as described herein.

56. The Decedent was unaware of the unreasonably dangerous propensities and defective condition of the pool light and its constituent parts.

57. Defendant Pentair's pool light and its constituent parts were much more dangerous and harmful than expected by the average consumer and by the Decedent.

58. Defendant Pentair's pool light and its constituent parts' benefit to Decedent, if any, was greatly outweighed by the risk of harm and danger to him.

59. The defects in the subject pool light and its constituent parts as well as Defendant's failure to adequately warn the Decedent of the defects rendered the pool light and its constituent parts unreasonably dangerous and were the direct and proximate cause of the death of Calder Sloan.

60. The Estate has incurred medical, funeral, cemetery, and other related expenses due to Calder Sloan's death, to which it is entitled to be compensated pursuant to Florida Statutes section 768.21(6)(b).

61. As a direct and proximate cause of Defendant's acts and omissions, Survivors Chris Sloan and Carla Sloan have incurred damages and are entitled to recover damages for mental pain and suffering from the date of injury, pursuant to Florida Statutes section 768.21(4).

62. Defendant Pentair knew or should have known that its wrongful acts and omissions would result in Decedent's death and damages to the Decedent's Estate and Survivors in the manner set forth herein.

WHEREFORE Plaintiff on behalf of the Estate of Calder Sloan and its Survivors demands judgment against Defendant for compensatory damages, costs of this action, post-judgment interest, and for such other and further relief as the court may deem just and proper.

### COUNT III

#### WRONGFUL DEATH NEGLIGENCE AS TO DEFENDANT ALL FLORIDA

63. Paragraphs 1-8 and 13-30 are adopted and restated as if fully set forth herein.

64. Defendant All Florida owed a duty to Plaintiff to exercise reasonable care in the inspection and maintenance of the subject pool and pool light and to adequately warn of its failure to do the same. All Florida's duty included, but was not limited to the following:

- a. using reasonable care in the inspection and maintenance of the subject pool and make it safe, including the pool's light to warn the Sloans of any defect or maintenance that needed to be done on the pool's light and its constituent parts to prevent them from electrocuting Calder Sloan;
- b. adequately warning and instructing of the problems with the pool light and its constituent parts;
- c. otherwise exercising reasonable care in the maintenance and inspection of the subject pool, the pool's light and its constituent parts to prevent the pool's electrical parts from electrifying the pool and killing Calder Sloan.

65. Defendant All Florida owed a duty to Plaintiff to exercise reasonable care in the inspection and maintenance of the subject pool and pool light and to adequately warn of its failure to do the same. Defendant All Florida's breach of its duty included, but was not limited to the following:

- a. failing to use reasonable care in the inspection and maintenance of the subject pool and make it safe, including the pool's light to warn the Sloans of any defect or maintenance that needed to be done on the pool's light and its constituent parts to prevent them from electrocuting Calder Sloan;
- b. failing to adequately warn and instruct of the problems with the pool light and its constituent parts;
- c. failing to otherwise exercise reasonable care in the maintenance and inspection

of the subject pool, the pool's light and its constituent parts to prevent the pool's electrical parts from electrifying the pool and killing Calder Sloan.

66. The Estate has incurred medical, funeral, cemetery, and other related expenses due to Calder Sloan's death, to which it is entitled to be compensated pursuant to Florida Statutes section 768.21(6)(b).

67. As a direct and proximate cause of Defendant's acts and omissions, Survivors Chris Sloan and Carla Sloan have incurred damages and are entitled to recover damages for mental pain and suffering from the date of injury, pursuant to Florida Statutes section 768.21(4).

68. Defendant Pentair knew or should have known that its wrongful acts and omissions would result in Decedent's death and damages to the Decedent's Estate and Survivors in the manner set forth herein.

WHEREFORE Plaintiff on behalf of the Estate of Calder Sloan and its Survivors demands judgment against Defendant for compensatory damages, costs of this action, post-judgment interest, and for such other and further relief as the court may deem just and proper.

#### **COUNT IV**

##### **WRONGFUL DEATH NEGLIGENCE AS TO DEFENDANT GARY B**

69. Paragraphs 1-8, 16-18 and 22 are adopted and restated as if fully set forth herein.

70. On or about October 20, 2009, Gary B inspected, installed and replaced the main electrical panels in the subject home.

71. On or about October 22, 2009, Gary B inspected and allegedly installed grounding rods for the subject pool's pump and removed a pole light on the subject pool's deck.

72. Defendant Gary B owed a duty to Plaintiff to exercise reasonable care in the inspection, installation, repair and replacement of the subject home's main electrical panels and to ensure that the electrical panels and the electrical lines leading to and from the electrical panels were properly grounded and bonded and adequately warn of its failure to do the same.

73. Defendant Gary B also owed a duty to Plaintiff to exercise reasonable care in the

inspection, installation and repair of the subject pool pump's grounding rod, to ensure that the pool's pump was properly grounded and bonded, and adequately warn of its failure to do the same.

74. Defendant Gary B also owed a duty to Plaintiff to exercise reasonable care in the inspection and the removal of the pole light on the subject pool's deck and to ensure that pool's electrical components were properly grounded and bonded.

75. Defendant Gary B also owed a duty to Plaintiff to exercise reasonable care to inspect and ensure that the subject home and pool's electrical components were properly grounded and bonded and adequately warn of its failure to do the same. Defendant Gary B's duty included, but was not limited to the following:

- a. using reasonable care in the inspection and test of the home and ensuring the electrical safety of all electrical components in the home, including, but not limited to the subject pool's light, pool light switch, pool pump, electrical panels and other related items and adequately warning of its failure to do the same;
- b. using reasonable care in the inspection and removal of the home's main electrical panels to ensure that the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- c. using reasonable care in the installation of the home's main electrical panels to ensure that the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- d. properly installing the home's main electrical panels to ensure that the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- e. using reasonable care in the inspection and installation of the grounding rod for

- the subject pool's pump to ensure that it and the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- f. properly installing the pool pump's grounding rod to ensure that it and the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
  - g. using reasonable care in the inspection and installation of the grounding rod for the subject pool's pump to ensure that it and the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
  - h. using reasonable care in the removal of the pole light on the subject pool's deck and to inspect the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
  - i. adequately warn and instruct of the problems with the subject pool's pump;
  - j. adequately warn and instruct of the problems with the subject pool's light and light switch;
  - k. adequately warn and instruct of the problems with the subject home's main electrical panels; and,
  - l. otherwise exercising reasonable care in the maintenance, repair and installation of electrical components in the subject home, the subject pool, the pool's light, light switch, pool pump and the pool deck's electrical system to prevent the pool from electrifying and killing Calder Sloan.

76. Defendant Gary B breached its duty to Plaintiff to exercise reasonable care in the inspection, installation and repair of the subject home's main electrical panels and to ensure that the electrical panels and the electrical lines leading to and from the electrical panels were properly grounded and bonded and adequately warn of its failure to do the same.

77. Defendant Gary B breached its duty to Plaintiff to exercise reasonable care in the inspection, installation and repair of the subject pool pump's grounding rod, to ensure that the pool's pump was properly grounded and bonded, and adequately warn of its failure to do the same.

78. Defendant Gary B also breached its duty to Plaintiff to exercise reasonable care in the inspection and the removal of the pole light on the subject pool's deck and to ensure that pool's electrical components were properly grounded and bonded.

79. Defendant Gary B also breached its duty to Plaintiff to exercise reasonable care to inspect and ensure that the subject home and pool's electrical components were properly grounded and bonded and adequately warn of its failure to do the same. Defendant Gary B's breaches of its duty included, but was not limited to the following:

- a. failing to use reasonable care in the inspection and testing of the home to ensure the electrical safety of all electrical components in the home, including, but not limited to the subject pool's light, pool light switch, pool pump, electrical panels and other related items and adequately warning of its failure to do the same;
- b. failing to use reasonable care in the inspection and removal of the home's main electrical panels to ensure that the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- c. failing to use reasonable care in the installation of the home's main electrical panels to ensure that the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;

- d. failing to properly install the home's main electrical panels to ensure that the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- e. failing to use reasonable care in the inspection and installation of the grounding rod for the subject pool's pump to ensure that it and the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- f. failing to use properly install the pool pump's grounding rod to ensure that it and the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- g. failing to use reasonable care in the inspection and installation of the grounding rod for the subject pool's pump to ensure that it and the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- h. failing to use reasonable care in the removal of the pole light on the subject pool's deck and to inspect the home's electrical system, including the subject pool's light, light switch, pump and other electrical components were properly grounded and bonded and adequately warning of its failure to do the same;
- i. failing to adequately warn and instruct of the problems with the subject pool's pump;
- j. failing to adequately warn and instruct of the problems with the subject pool's light and light switch;

- k. failing to adequately warn and instruct of the problems with the subject home's main electrical panels; and,
- l. failing to otherwise exercise reasonable care in the maintenance, repair and installation of electrical components in the subject home, the subject pool, the pool's light, light switch, pool pump and the pool deck's electrical system to prevent the pool from electrifying and killing Calder Sloan.

80. The Estate has incurred medical, funeral, cemetery, and other related expenses due to Calder Sloan's death, to which it is entitled to be compensated pursuant to Florida Statutes section 768.21(6)(b).

81. As a direct and proximate cause of Defendant's acts and omissions, Survivors Chris Sloan and Carla Sloan have incurred damages and are entitled to recover damages for mental pain and suffering from the date of injury, pursuant to Florida Statutes section 768.21(4).

82. Defendant Gary B knew or should have known that its wrongful acts and omissions would result in Decedent's death and damages to the Decedent's Estate and Survivors in the manner set forth herein.

WHEREFORE Plaintiff on behalf of the Estate of Calder Sloan and its Survivors demands judgment against Defendant for compensatory damages, costs of this action, post-judgment interest, and for such other and further relief as the court may deem just and proper.

**COUNT V**  
**WRONGFUL DEATH NEGLIGENCE AS TO DEFENDANT JORGE PEREZ**  
**ENTERPRISES, INC.**

83. Paragraphs 1-8, and 19-22 are adopted and restated as if fully set forth herein.

84. On or about August 17, 2009, Defendant Jorge Perez Enterprises, Inc. performed an inspection on the subject home and its electrical system, noting that the subject home's pool pump was not properly grounded and needed repair or replacement. On the same date, Jorge Perez Enterprises, Inc. noted that the home's electrical panels had double wiring and recommended repair or replacement of the panels.

85. On October 20, 2009, Defendant Gary B allegedly installed and repaired new electrical panels on the subject home.

86. On October 20, 2009, Defendant Jorge Perez Enterprises, Inc. performed a reinspection of the subject property that was to determine if repairs were performed to items listed on August 17, 2009, including obtaining receipts, warranties and information concerning the repairs.

87. On October 20, 2009, Defendant Jorge Perez Enterprises, Inc. reported that main panel electrical issue had been corrected and the electrical panels upgraded.

88. On October 20, 2009, Defendant Jorge Perez Enterprises, Inc. did not address or inspect the problem it identified with the grounding of the pool's pump on August 17, 2009.

89. It was not until October 22, 2009, after Defendant Jorge Perez Enterprises, Inc.'s reinspection, that Defendant Gary B allegedly installed the pool pump's grounding rod; accordingly, Defendant Jorge Perez Enterprises, Inc., did not inspect the pool pump's grounding rod upon reinspection.

90. Upon information and belief. Defendant Jorge Perez Enterprises, Inc.'s inspector, Jorge Perez, possessed a journeyman's electrical license, license number 93-CJE-3076-X.

91. Defendant Jorge Perez Enterprises, Inc. owed a duty to Plaintiff to exercise reasonable care in the inspection of the subject home's main electrical panels and to inspect the grounding rod for the pool pump and adequately warn of its failure to do the same. Defendant Jorge Perez Enterprises, Inc.'s duty included, but was not limited to the following:

- a. using reasonable care in the inspection and test of the home and ensuring the electrical safety of all electrical components in the home, including, but not limited to the subject pool's light, pool light switch, pool pump, electrical panels and other related items and adequately warning of its failure to do the same;
- b. using reasonable care in the inspection of the pool's light and light switch and to adequately warn and instruct of any problems;
- c. utilizing the specialized knowledge of a Journeyman Electrician to inspect and

- reinspect the pool's light and switch, to adequately warn and instruct of any problems and its failure to do the same;
- d. using reasonable care in the reinspection of the subject home's electrical panels and to adequately warn and instruct of any problems and its failure to do the same;
  - e. utilizing the specialized knowledge of a Journeyman Electrician to reinspect the home's electrical panels and to adequately warn and instruct of any problems and its failure to do the same;
  - f. reinspecting the subject pool's pump's grounding and bonding after noting that it needed repair and replacement and to adequately warn and instruct of any problems and its failure to do the same;
  - g. utilizing the specialized knowledge of a Journeyman Electrician to reinspect the subject pool's pump's grounding and bonding after noting that it needed repair and replacement and to adequately warn and instruct of any problems and its failure to do the same;
  - h. obtaining receipts, warranties and information concerning repair done to the pool pump's grounding rod;
  - i. using reasonable care in the inspection and reinspection when operating electrical switches, including, but not limited to the subject pool's light and adequately warning and instructing of any problems with the subject pool light's grounding and adequately warning of its failure to do the same;
  - j. utilizing the specialized knowledge of a Journeyman Electrician using reasonable care in the inspection and reinspection when operating electrical switches, including, but not limited to the subject pool's light switch and adequately warning and instructing of any problems with the subject pool light's grounding and adequately warning of its failure to do the same;

- k. verifying proper operation of all equipment, including the pool's light, light switch, pool pump and the pool pump's grounding;
- l. inspecting and reinspecting the home's electrical system, including the pool and its component electrical parts to ensure it was properly grounded and bonded;
- m. utilizing the specialized knowledge of a Journeyman Electrician when inspecting and reinspecting the home's electrical system, including the pool and its component electrical parts to ensure it was properly grounded and bonded; and
- n. otherwise exercising reasonable care in the inspection and reinspection of the subject home's electrical system and the subject pool's electrical components, including but not limited to the pool's light, the pool's light switch, the pool pump's grounding, the home's electrical panels, the electrical grounding and bonding of the home, and adequately warning and instructing of any problems and adequately warning of its failure to do the same.

92. Defendant Jorge Perez Enterprises, Inc. breached its duty to Plaintiff to exercise reasonable care in the inspection of the subject home's main electrical panels and to inspect the grounding rod for the pool pump and adequately warn of its failure to do the same. Defendant Jorge Perez Enterprises, Inc.'s breach of its duty included, but was not limited to the following:

- a. failing to use reasonable care in the inspection and testing of the home to ensure the electrical safety of all electrical components in the home, including, but not limited to the subject pool's light, pool light switch, pool pump, electrical panels and other related items and adequately warning of its failure to do the same;
- b. failing to use reasonable care in the inspection of the pool's light and light switch and to adequately warn and instruct of any problems;
- c. failing to utilize the specialized knowledge of a Journeyman Electrician to inspect and reinspect the pool's light and switch, to adequately warn and instruct

- of any problems and its failure to do the same;
- d. failing to use reasonable care in the reinspection of the subject home's electrical panels and to adequately warn and instruct of any problems and its failure to do the same;
  - e. failing to use utilize the specialized knowledge of a Journeyman Electrician to reinspect the home's electrical panels and to adequately warn and instruct of any problems and its failure to do the same;
  - f. failing to use reinspect the subject pool's pump's grounding and bonding after noting that it needed repair and replacement and to adequately warn and instruct of any problems and its failure to do the same;
  - g. failing to use utilize the specialized knowledge of a Journeyman Electrician to reinspect the subject pool's pump's grounding and bonding after noting that it needed repair and replacement and to adequately warn and instruct of any problems and its failure to do the same;
  - h. failing to obtain receipts, warranties and information concerning repair done to the pool pump's grounding rod;
  - i. failing to use reasonable care in the inspection and reinspection when operating electrical switches, including, but not limited to the subject pool's light and adequately warning and instructing of any problems with the subject pool light's grounding and adequately warning of its failure to do the same;
  - j. failing to utilize the specialized knowledge of a Journeyman Electrician using reasonable care in the inspection and reinspection when operating electrical switches, including, but not limited to the subject pool's light switch and adequately warning and instructing of any problems with the subject pool light's grounding and adequately warning of its failure to do the same;
  - k. failing to verify proper operation of all equipment, including the pool's light,

light switch, pool pump and the pool pump's grounding;

- l. failing to inspect and reinspect the home's electrical system, including the pool and its component electrical parts to ensure it was properly grounded and bonded;
- m. failing to utilize the specialized knowledge of a Journeyman Electrician when inspecting and reinspecting the home's electrical system, including the pool and its component electrical parts to ensure it was properly grounded and bonded; and
- n. failing to otherwise exercise reasonable care in the inspection and reinspection of the subject home's electrical system and the subject pool's electrical components, including but not limited to the pool's light, the pool's light switch, the pool pump's grounding, the home's electrical panels, the electrical grounding and bonding of the home, and adequately warning and instructing of any problems and adequately warning of its failure to do the same.

93. The Estate has incurred medical, funeral, cemetery, and other related expenses due to Calder Sloan's death, to which it is entitled to be compensated pursuant to Florida Statutes section 768.21(6)(b).

94. As a direct and proximate cause of Defendant's acts and omissions, Survivors Chris Sloan and Carla Sloan have incurred damages and are entitled to recover damages for mental pain and suffering from the date of injury, pursuant to Florida Statutes section 768.21(4).

95. Defendant Jorge Perez Enterprises, Inc. knew or should have known that its wrongful acts and omissions would result in Decedent's death and damages to the Decedent's Estate and Survivors in the manner set forth herein.

WHEREFORE Plaintiff on behalf of the Estate of Calder Sloan and its Survivors demands judgment against Defendant for compensatory damages, costs of this action, post-

judgment interest, and for such other and further relief as the court may deem just and proper.

**DEMAND FOR TRIAL BY JURY**

Plaintiffs Chris Sloan and Carla Sloan, as Survivors and Personal Representatives of the Estate of Calder Sloan demand a trial by jury of all issues so triable as a matter of right.

Dated: June 23, 2014.

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