

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

LUIS SIMON SANTIESTEBAN,

CASE NO.: [Case Number]

Plaintiff,

v.

STONE CREEK RANCH HOMES LLC,
JLN REMODELING SERVICES INC.,
PRESTIGE DESIGN INC., PRESTIGE
PROJECT MANAGEMENT INC,
ALDO STARK, JULIEN WATTERLOT, and
LUIS TRUJILLO,

Defendants.

_____ /

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

Plaintiff, Luis Simon Santiesteban (“Mr. Santiesteban”), by and through his undersigned counsel, hereby sues Defendants Stone Creek Ranch Homes LLC (“Defendant Stone Creek”), JLN Remodeling Services Inc. (“Defendant JLN”), Prestige Design Inc. (“Defendant Prestige Design”), Prestige Project Management Inc (“Defendant Prestige Project Management”), Aldo Stark (“Defendant Stark or Defendant Aldo Stark”), Julien Watterlot, (“Defendant Watterlot”), and Luis Trujillo (“Defendant Trujillo”) (collectively, “Defendants”), and alleges as follows:

PARTIES AND JURISDICTION

1. This is an action for damages in excess of the jurisdictional limits of this Court, exclusive of fees, interest, and costs.
2. Venue is proper in Palm Beach County, Florida, pursuant to section 47.011, Florida Statutes, because the events giving rise to this action occurred, and the causes of action accrued, in Palm Beach County.

3. At all times material hereto, Mr. Santiesteban was a resident of Miami-Dade County, Florida, was over the age of eighteen, and is otherwise *sui juris*.
4. At all times material hereto, Mr. Santiesteban was an employee of Electrical Service & Repair USA, LLC, which was a subcontractor of Prestige Design Homes & Construction LLC, an entity identified in certain permitting records as the general contractor of record for the construction project at the Subject Property.
5. At all times material hereto, Defendant Stone Creek was and is a Florida limited liability company, operating, conducting, and engaging in business in the State of Florida, including Palm Beach County, with its current principal address at 16061 Quiet Vista Circle, Delray Beach, Palm Beach County, Florida 33446 (the "Subject Property").
6. At all times material hereto, Defendant Stone Creek was and is managed by Defendant Aldo Stark, f/k/a Aldo Maurice Israel, and his wife Fiorenna Fuentes-Stark, f/k/a Fiorenna Fuentes-Israel, and bought, built, and developed speculative homes in the Stone Creek Ranch community in Delray Beach, Palm Beach County, Florida, including but not limited to the Subject Property.
7. At all times material hereto, Defendant Stark was a resident of Florida, was over the age of eighteen, and is otherwise *sui juris*. At all times material hereto, Defendant Stark was operating, conducting, engaging in, and carrying on a business or business venture in Palm Beach County, Florida, and personally committed tortious acts within Palm Beach County, Florida, that gave rise to the causes of action that are the subject of this Complaint.

8. At all times material hereto, Defendant Stone Creek was the owner, developer, and builder of the Subject Property, where it was constructing a home in Palm Beach County located at 16061 Quiet Vista Circle, Delray Beach, Florida 33446, Parcel Control Number: 00-42-46-30-02-000-0130, Kenco Ranch LT 13, *i.e.*, the Subject Property.
9. At all times material hereto, Defendant JLN, is and was a Florida for profit corporation, operating, conducting, and engaging in business in the State of Florida, including Palm Beach County, with its current principal address at 6119 SW 32nd Street, Miramar, Florida 33023.
10. At all times material hereto, Defendant Trujillo was the president of JLN Remodeling Services Inc., a company that performed construction work at various properties owned by Defendant Stone Creek within the Stone Creek Ranch community in Palm Beach County, Florida, including the Subject Property.
11. At all times material hereto, Defendant Trujillo was a resident of Florida, was over the age of eighteen, and is otherwise *sui juris*. At all times material hereto, Defendant Trujillo was operating, conducting, engaging in, and carrying on a business or business venture in Palm Beach County, Florida, and personally committed tortious acts within Palm Beach County, Florida, that gave rise to the causes of action that are the subject of this Complaint.
12. At all times material hereto, Defendant Stone Creek selected, engaged, hired, and contracted with Defendant JLN to perform construction work at the Subject Property.¹

¹ See, e.g., Defendant Stone Creek Ranch Homes, LLC's Motion to Dismiss Plaintiffs' Complaint, *Andres Felipe Cabrera Polania and Diana Piedrahita v. Luis Trujillo, JLN Remodeling Services, Inc., and Stone Creek Ranch Homes, LLC*, No. 50-2026-CA-001498-XXXA-MB (Fla. 15th Cir.

13. At all times material hereto, Defendant Prestige Design was and is a Florida for profit corporation operating, conducting, and engaging in business in the State of Florida, including Palm Beach County, with its current principal address at 16061 Quiet Vista Circle, Delray Beach, Palm Beach County, Florida 33446, i.e., the Subject Property.
14. At all times material hereto, Defendant Prestige Design was directly involved in the development and construction of the Subject Property and is identified, together with Defendant Stone Creek, in loan and mortgage documents concerning the Subject Property. Defendant Stark is the president of Defendant Prestige Design and, in that capacity, participates in and exercises direction, management, supervision, and control over the design, development, and construction of homes within the Stone Creek Ranch community, including the Subject Property.
15. At all times material hereto, Defendant Stark was both a managing member of Defendant Stone Creek, the owner and developer of the Subject Property, and the president of Defendant Prestige Design. Defendant Stark publicly markets and promotes the development and construction of homes within Stone Creek Ranch through the website PrestigeDesignHomes.com and related social-media accounts operating under the name “Prestige Design Homes.”
16. Through his roles with Defendant Stone Creek and Defendant Prestige Design, Defendant Stark, at all times material hereto, was personally and actively involved in, and exercised direction, management, supervision, and control over, the development

Ct. Apr. 6, 2026) at 4 (providing that “Stone Creek contracted Co-Defendant, JLN Remodeling Services, Inc. ... to perform contracting, construction, and remodeling work within the subdivision, Stone Creek Ranch Homes” and that “Stone Creek exercise[d] control over Co-Defendant Trujillo.”) (attached hereto as Exhibit “A”).

and construction of the Subject Property in Palm Beach County, Florida, including the work performed there by Defendant JLN and Defendant Trujillo. Consistent with that direct, hands-on involvement, Defendant Stark personally identified himself as the “Builder” of the Subject Property on the Energy Performance Level Display Card (“EPL Card”) required by section 553.9085, Florida Statutes. Through these roles, representations, and his direct personal participation in and exercise of supervision and control over the construction of the Subject Property, Defendant Stark, individually and on behalf of Defendants Stone Creek and Prestige Design, voluntarily undertook responsibility for the supervision, direction, management, and control of construction activities and work at the Subject Property, including the work performed by Defendant JLN and Defendant Trujillo. Having undertaken those responsibilities, Defendant Stark, individually and on behalf of Defendants Stone Creek and Prestige Design, assumed a duty to exercise reasonable care in their performance, including the duty to provide and maintain a reasonably safe construction site and work environment and to provide workers at the Subject Property, including Mr. Santiesteban, a safe place to work.

17. At all times material hereto, Defendant Prestige Project Management was and is a Florida for profit corporation operating, conducting, and engaging in business in the State of Florida, including Palm Beach County, Florida with its current principal address at 1047 NE 37th Street, Fort Lauderdale, Florida 33334.
18. At all times material hereto, Defendant Watterlot is the President of Defendant Prestige Project Management and, in that capacity, directs, manages, and controls its

construction project management and site supervision activities in Palm Beach County, Florida, including at the Subject Property.

19. At all times material hereto, Defendant Watterlot was a resident of Florida, was over the age of eighteen, and is otherwise *sui juris*. At all times material hereto, Defendant Watterlot was operating, conducting, engaging in, and carrying on a business or business venture in Palm Beach County, Florida, and personally committed tortious acts within Palm Beach County, Florida, that gave rise to the causes of action that are the subject of this Complaint.
20. At all times material hereto, Defendant Watterlot, individually and on behalf of Defendant Prestige Project Management, personally participated in and controlled, planned, directed, managed, supervised, and coordinated construction activities at the Subject Property in Palm Beach County, Florida, including the work performed there by Defendant JLN and Defendant Trujillo. At all times material hereto, through such conduct and his direct, hands-on personal participation in, and exercise of control and supervision over, the construction of the Subject Property, Defendant Watterlot, individually and on behalf of Defendant Prestige Project Management, voluntarily undertook responsibility for the supervision, direction, management, and control of the construction activities and work at the Subject Property, thereby assuming a duty to exercise reasonable care in the performance of those responsibilities, including a duty to provide and maintain a reasonably safe construction site and work environment and to provide workers at the Subject Property, including Mr. Santiesteban, a safe place to work.

21. At all times material hereto, Mr. Santiesteban was neither an actual nor statutory employee of any Defendant. Accordingly, none of the Defendants had any obligation under Florida's workers' compensation laws to secure, maintain, or provide workers' compensation insurance coverage or benefits for Mr. Santiesteban.
22. At all times material hereto, Mr. Santiesteban's injuries did not arise out of and/or in the course of employment by any of the Defendants or performing duties related to the conduct of any of the Defendants' businesses.
23. At all times material hereto, Mr. Santiesteban did not suffer his injuries, as detailed herein, as an employee, volunteer worker, temporary worker, leased worker, or casual worker of any contractor, subcontractor, or independent contractor while working for or on behalf of any of the Defendants, or as an additional contractor, subcontractor, or independent contractor of any contractor, subcontractor, or independent contractor while working for or on behalf of any of the Defendants, or as an employee, volunteer worker, temporary worker, leased worker, or casual worker of any additional contractor, subcontractor, or independent contractor of any contractor, subcontractor, or independent contractor while working for or on behalf of any of the Defendants.

FACTUAL ALLEGATIONS

The Subject Property and the Construction Project

24. Defendant Stone Creek is a company that acquires land within Stone Creek Ranch, a community of estates in Palm Beach County, Florida and develops, constructs, and sells speculative homes on that land.
25. This case arises from a horrific construction site accident that occurred on July 12, 2025 (the "Subject Incident") at one of Defendant Stone Creek's properties in Stone Creek

Ranch located at 16061 Quiet Vista Circle, Delray Beach, Palm Beach County, Florida 33446, *i.e.*, the Subject Property.

26. At the time of the Subject Incident, Defendant Stone Creek had already acquired, developed, built, and sold various speculative homes within the Stone Creek Ranch community.
27. At all times material hereto, Defendant Stone Creek was the fee simple owner of the Subject Property and was building speculatively on its own land, for its own account, and acting solely on its own behalf as the owner of its own property. As of the date of filing, Defendant Stone Creek still owns the Subject Property.
28. On December 1, 2025, The Real Deal, a leading national real estate publication, published an article titled “How a Nondescript Inland Development Became Palm Beach County’s Billionaire Bunker,” in which it portrayed Aldo Stark as responsible for the transformation of Stone Creek Ranch into a billionaire enclave. Under a subheading titled “The Starkification of Stone Creek,” the article characterized Defendant Stark as being “**known for building massive homes at breakneck speeds, often with a style best described as high drama.**” Excerpts from that article are shown below:

The Starkification of Stone Creek

There is one man who is responsible for building Stone Creek’s biggest, gnarliest, every-bell-and-whistle homes: Aldo Stark. The founder of Prestige Design Homes, he flipped the mansion to Wahlberg, built the Cafaro family’s Casa Maranello and erected a James Bond-inspired spec estate dubbed Villa Spectre, which he sold for \$36.8 million to retired tech CEO Barry Smith last December.

He is known for building massive homes at breakneck speeds, often with a style best described as high drama. The press-shy builder is pictured bearded, in large, dark shades and a pinstriped suit on his website, lending itself to the flash and intrigue he cultivates.

Control and Supervision Over Construction at the Subject Property

29. At all times material hereto, Defendants Stone Creek, Prestige Design, and Prestige Project Management, together with Defendant Stark individually, actively directed, coordinated, supervised, controlled, and oversaw the design, development, construction, and building of homes at Stone Creek Ranch, including the Subject Property. Through that involvement, Defendant Stark cultivated a public identity as a hands-on owner-developer-builder whose personal participation and hands-on involvement in each phase of construction defines the finished product. The PrestigeDesignHomes.com website, confirms as much, stating that the “**Prestige Team oversees every aspect of the project from start to finish to ensure the finest final project.**” Excerpts from the Prestige Design Homes website indicating as such are shown below:

THE BUILD.

We only work with distinguished architectural and engineering individuals to create a property that is both visually stunning and structurally superior. Every material that is used, is sourced using the highest standards. The Prestige Team oversees every aspect of the project from start to finish to ensure the finest final project.



We only work with distinguished architectural and engineering individuals to create a property that is both visually stunning and structurally superior. Every material that is used, is sourced using the highest standards. The Prestige Team oversees every aspect of the project from start to finish to ensure the finest final project.

30. The Prestige Design Homes website also identifies the “Prestige Team” responsible for executing this comprehensive construction supervision, oversight, participation, and control. That team consists of Aldo Stark himself; his wife, Fiorenna Fuentes-Stark, who serves as co-manager of Defendant Stone Creek and is listed as a designer; Julien Watterlot, who serves as the “site director” and, at all times material hereto, held that

role at the Subject Property; and Jade Weiss, who serves in an operations capacity. These are the individuals who, by their own public account, oversee **every aspect** of every construction project, including the construction project that was underway at the Subject Property on July 12, 2025. An excerpt from the Prestige Design Homes website displaying the “Prestige Team” is shown below:



ALDO STARK
OWNER, PRESTIGE DESIGN HOMES



JULIEN WATTERLOT
SITE DIRECTOR



FIORENNA FUENTES STARK
DESIGN



JADE WEISS
OPERATIONS

31. At all times material hereto, Prestige Design Homes & Construction LLC served as the general contractor of record in name only and did not meaningfully participate in the ownership, development, management, supervision, direction, control, or performance of construction at the Subject Property, including the work and events giving rise to the Subject Incident.
32. Consistent with that nominal role, Prestige Design Homes & Construction LLC publicly identifies PrestigeDesignHomes.com as its company website on its LinkedIn page, thereby expressly associating itself with the same Prestige Design Homes operation that publicly identifies Defendant Stark as the “Owner,” Defendant Watterlot as the “Site Director,” and the “Prestige Team” as responsible for overseeing “every aspect of the project from start to finish.” That public allocation of authority is telling: Ruben Alexandro Fuentes, the manager of Prestige Design Homes & Construction LLC and, upon information and belief, the brother of Defendant Stark’s wife, is nowhere identified on the Prestige Design Homes website as an owner, builder, manager, site director, or even a member of the “Prestige Team.”
33. At all times material hereto, Defendants Stone Creek, Prestige Design, and Prestige Project Management, through their respective officers, principals, managers, site directors, employees, agents, and representatives, including Defendants Stark and Watterlot, actively controlled, supervised, and participated in the construction of the Subject Property and exercised control and supervision over the job site and the manner and means by which construction activities and work were performed there, including during the period leading up to and at the time of the Subject Incident.

34. In furtherance of their respective active, hands-on roles in the construction of the Subject Property, Defendants Stone Creek and Prestige Design, acting through Defendant Stark and their other officers, principals, agents, and representatives, designated Defendant Watterlot to serve as construction site director for the Subject Property and placed and maintained field supervisors, agents, apparent agents, representatives, and workers at the job site to oversee, direct, coordinate, supervise, and participate in the construction work being performed there. At all times material hereto, Defendant Watterlot, individually and/or on behalf of Defendant Prestige Project Management, actively controlled and directly participated in the project management and site supervision of the Subject Property and exercised hands-on supervision, direction, coordination, and control over the construction activities and work being performed at the job site, including during the period leading up to and at the time of the Subject Incident.
35. At all times material hereto, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, principals, managers, field supervisors, site directors, employees, agents, apparent agents, and representatives, together with Defendants Stark and/or Watterlot, individually and/or in a representative capacity for or on behalf of one or more of the foregoing entity Defendants, engaged in one or more of the following acts and activities at the Subject Property:
- a. oversaw, directed, and coordinated the construction operations on a daily basis;
 - b. supervised and controlled the construction job site;
 - c. leased construction equipment, including the subject excavator;

- d. addressed problems encountered on the construction job site with independent contractors;
- e. closely monitored construction progress;
- f. assumed and actually exercised extensive control over the manner in which work was done at the Subject Property, including Defendant JLN and/or Defendant Trujillo's work;
- g. assumed and actually exercised extensive control over safety procedures and working conditions at the construction site at the Subject Property;
- h. provided, selected, furnished, and allocated equipment and materials to be used at the construction site at the Subject Property, including the subject excavator;
- i. provided, selected, furnished, and allocated equipment and materials, including the subject excavator, to those working at the construction site at the Subject Property, including Defendant JLN and/or Defendant Trujillo, for use in furtherance of the completion of construction work;
- j. hired Defendant JLN to perform construction work at the Subject Property;
- k. directed, supervised, controlled, and instructed the construction work at the Subject Property, including what work was to be performed, how to perform it, when and in what sequence it was to be performed, the equipment to be used, who was to use it, and the manner and means of its performance;
- l. directed, supervised, controlled, and instructed Defendant JLN and/or Defendant Trujillo as to what work to perform, how to perform it, when and in what sequence to perform it, the equipment to use, who was to use it, and the manner and means of its performance;

- m. made real-time decisions about how construction work was to be carried out on the construction site at the Subject Property;
 - n. inspected work in real time as it was being performed, closely controlled and directed the manner in which corrections were to be carried out, and otherwise actively participated in the construction to the extent that they directly influenced the means and methods by which the work was performed;
 - o. determined which workers were at the construction site on which days, which workers were permitted or assigned to operate particular equipment, including the subject excavator, and how resources and equipment were allocated and utilized;
 - p. sought to resolve problems as they arose during construction, including decisions about how to proceed when equipment failed;
 - q. at times became physically involved in the construction itself; and
 - r. other acts and activities as may be learned through discovery.
36. At all times material hereto, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective principals, managers, field supervisors, site directors, employees, agents, apparent agents, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, maintained direct, hands-on involvement in the construction of the Subject Property and actively participated in, controlled, and supervised the job site and the construction activities and work being performed there. By voluntarily undertaking and exercising such control and supervision, the foregoing Defendants assumed a duty to exercise reasonable care in the performance of those responsibilities and to provide workers on the job, including

Mr. Santiesteban, with a reasonably safe construction site and work environment and a safe place to work.

37. By voluntarily undertaking and performing services involving the oversight, coordination, supervision, management, and control of the construction at the Subject Property, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective principals, managers, field supervisors, site directors, employees, agents, apparent agents, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, assumed a duty to exercise reasonable care in the performance of those functions and to take, require, and implement reasonable precautions necessary to protect workers, including Mr. Santiesteban, from foreseeable hazards associated with the construction work. The existence and scope of those duties arose from the nature and extent of the functions, responsibilities, control, and supervision actually undertaken and exercised by the foregoing Defendants in connection with the construction project and job site, regardless of whether any such Defendant was formally designated or characterized as the general contractor.
38. Defendant Stark's personal performance of general contractor-type functions under the Prestige name predates the construction of the Subject Property. Public records maintained by the Florida Department of Business and Professional Regulation ("DBPR") reflect that, on September 8, 2014, DBPR entered Complaint No. 2014037254 against Defendant Stark, then known as Aldo M. Israel, under the CILB/ECLB profession category, corresponding to Florida's Construction Industry

Licensing Board and Electrical Contractors' Licensing Board. DBPR specifically classified the complaint as "Unlicensed Activity." The record identifies the property associated with the complaint as 2630 NE 18th Street, Fort Lauderdale, Florida 33305, references "Prestige Home Construction," and reflects that DBPR issued a Notice to Cease & Desist on December 16, 2014. The same property address identified in that DBPR unlicensed activity matter—2630 NE 18th Street—is presently featured in the project portfolio published on the Prestige Design Homes website, which identifies Defendant Stark as the "Owner" of the Prestige Design Homes operation.

Defendant Stark's "Builder" Undertaking

39. Section 553.993(2), Florida Statutes provides, in pertinent part, that a "Builder" "has the responsibility, to supervise, direct, manage, and control the contracting activities of the business organization" with which one is connected and "who has the responsibility to supervise, direct, manage, and control the construction work on a job" for which they have obtained the building permit.
40. Section 553.9085, Florida Statutes mandates that the energy performance level display card ("EPL card") be signed by the **builder** and requires the local building official to ensure that a complete and accurate EPL card has been completed and certified by the **builder** as accurate and correct before granting final approval of the residential building for occupancy.
41. In seeking the necessary permits and approvals for the construction at the Subject Property owned by Defendant Stone Creek, **Aldo Stark voluntarily held himself out as and personally identified himself as the "Builder".**

42. On or about November 21, 2024, Aldo Stark personally affixed his signature as the Builder on the EPL card for the Subject Property, *i.e.*, Lot 13 at Stonecreek Ranch, Delray Beach, Florida 33446. An excerpt from said EPL card is shown below and is attached hereto in its entirety as Exhibit “B”:

I certify that this home has complied with the Florida Energy Efficiency Code for Building Construction through the above energy saving features which will be installed (or exceeded) in this home before final inspection. Otherwise, a new EPL Display Card will be completed based on installed Code compliant features.

Builder Signature: _____ Date: _____

Address of New Home: Lot-13 @ Stonecreek Ranch City/FL Zip: Delray Beach, FL, 33446

*Note: This is not a Building Energy Rating. If your Index is below 70, your home may qualify for energy efficient mortgage (EEM) incentives if you obtain a Florida Energy Rating. For information about the Florida Building Code, Energy Conservation, contact the Florida Building Commission's support staff.

**Label required by Section R303.1.3 of the Florida Building Code, Energy Conservation, if not DEFAULT.



43. In early 2025, Palm Beach County approved construction plans and issued the permits for the construction at the Subject Property, relying in part on the representations Aldo Stark made as the “Builder” identified on the EPL card.
44. Defendant Stark’s personal identification of himself as the “Builder” was consistent with, and undertaken in furtherance of, his actual and direct participation in the construction of the Subject Property. As alleged herein, Defendant Stark personally performed and/or undertook functions involving the supervision, direction, management, coordination, and control of contracting activities and construction work at the Subject Property.
45. By voluntarily holding himself out as the Builder, personally signing the EPL Card as the Builder, and actually undertaking and performing functions involving the supervision, direction, management, coordination, and control of construction at the Subject Property, Defendant Stark, individually and/or in a representative capacity on behalf of Defendants Stone Creek and Prestige Design, voluntarily undertook and

assumed responsibility for those construction activities, thereby assuming a duty to exercise reasonable care in carrying out those responsibilities and to provide and maintain a reasonably safe construction site and work environment for workers at the Subject Property, including Mr. Santiesteban.

46. At all times material hereto, Defendant Stark's duties arose, in pertinent part, from the nature and extent of the functions and responsibilities he voluntarily undertook and actually exercised in connection with the construction of the Subject Property, including his representations, direct personal participation, and exercise of control and supervision over the construction project and job site, regardless of whether Defendant Stark was formally characterized as the general contractor for the Subject Property.

Defendant Stone Creek's Hiring and Retention of Defendants JLN and Trujillo

47. At all times material hereto, Defendant Stone Creek hired Defendant JLN and/or Defendant Trujillo to perform construction work at the Subject Property, including all work performed at the Subject Property on July 12, 2025, by Defendant JLN and/or Defendant Trujillo, and Defendant Stone Creek exercised control over the performance of that work.²
48. On July 12, 2025, and at all times material hereto, Defendant Trujillo was an employee, officer, agent, and/or representative of Defendant JLN, and all of his acts and omissions relating to his construction work, including the electrical cable pulling work, his use and operation of the excavator, and the events giving rise to the Subject Incident were

² See, e.g., Defendant Stone Creek Ranch Homes, LLC's Motion to Dismiss Plaintiffs' Complaint, *Andres Felipe Cabrera Polania and Diana Piedrahita v. Luis Trujillo, JLN Remodeling Services, Inc., and Stone Creek Ranch Homes, LLC*, No. 50-2026-CA-001498-XXA-MB (Fla. 15th Cir. Ct. Apr. 6, 2026) at 4 (providing that "Stone Creek exercise[d] control over Co-Defendant Trujillo.") (attached hereto as Exhibit "A").

undertaken within the course and scope of his employment with Defendant JLN and in furtherance of Defendant JLN's business.

49. At all times material hereto, Defendant Stone Creek, by and through its officers, employees, agents, apparent agents, principals, managers, field supervisors, site directors, and representatives, engaged, retained, and/or hired Defendant JLN to perform construction work at the Subject Property. At all times material hereto, Defendant JLN's acts and omissions relating to its construction work, including the electrical cable pulling work, the use and operation of the excavator, and the events giving rise to the Subject Incident were undertaken within the course and scope of its engagement with Defendant Stone Creek and in furtherance of the construction project at the Subject Property.
50. At all times material hereto, Defendant JLN and Defendant Trujillo owed a duty to Mr. Santiesteban and others working at or near the Subject Property to exercise reasonable care in carrying out their own work, including their use and operation of the excavator and its related equipment, materials, attachments, and components, and to refrain from creating or contributing to an unreasonably dangerous condition at the worksite.
51. At all times material hereto, Defendants JLN and Trujillo breached their respective duties of care through negligent acts and omissions in the performance of the cable-pulling work and in connection with the events giving rise to the Subject Incident, including in the use, operation, handling, and control of the subject excavator and the equipment, materials, components, and attachments used in connection therewith, as well as in the manner in which the cable-pulling operation was performed. As a direct and proximate result of such negligence, the use and operation of the subject excavator

caused or contributed to a sequence of events resulting in Mr. Santiesteban being struck, contacted, or otherwise injured by the excavator, one or more of its components or attachments, an object or material used in connection with the work, and/or another object and/or surface within the surrounding work area, resulting in severe and permanent injuries.

52. At all times material hereto, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, including through their respective principals, managers, field supervisors, site directors, employees, agents, apparent agents, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, possessed substantial experience in construction operations, jobsite supervision and safety, personnel selection and oversight, and the selection, allocation, use, and operation of heavy construction equipment, including excavators. By virtue of that experience, together with their prior dealings with, retention of, and experience working with Defendant JLN and Defendant Trujillo, the foregoing Defendants knew or should have known the nature and extent of Defendant JLN's and Defendant Trujillo's training, experience, qualifications, and competence. The foregoing Defendants were therefore in a superior position to Mr. Santiesteban to recognize that Defendant JLN and Defendant Trujillo should not have been selected, authorized, and/or permitted to operate the subject excavator or perform electrical cable-pulling work with the assistance of an excavator unless they possessed the training, experience, qualifications, and competence necessary to perform that work safely and without exposing workers at the Subject

Property, including Mr. Santiesteban, to a foreseeable and unreasonable risk of serious bodily injury.

53. At all times material hereto, Defendant Stark, as the managing member of Defendant Stone Creek, the president and/or owner of Defendant Prestige Design, and the self-identified “Builder” of the Subject Property, personally and actively directed, coordinated, supervised, controlled, and participated in the construction of the Subject Property, including the selection, allocation, and authorization of equipment and personnel for the construction work performed thereon. At all times material hereto, Defendant Stark’s supervision and personal participation in and control over the construction at the Subject Property was not limited to general administrative oversight but extended to the specific direction, approval, and authorization of the manner and means by which the work was performed, the equipment to be used, and the personnel who would use it. Defendant Stark was physically present at the Subject Property on or about July 11-12, 2025, and personally participated in, supervised, controlled, directed, approved, and/or failed to prevent the decisions and conduct giving rise to the Subject Incident, including but not limited to the decision to substitute the excavator for the cable puller, the assignment of Defendant Trujillo to operate the excavator, the failure to ensure that safe corrective measures were taken after the designated cable-pulling device could no longer be used as intended on or about July 11, 2025, and the failure to otherwise ensure that the construction work and activities giving rise to the Subject Incident were performed safely.
54. At all times material hereto, Defendant Watterlot, as the owner and/or principal of Defendant Prestige Project Management and the designated construction site director

at the Subject Property, personally and actively supervised, controlled, directed, planned, and coordinated the day-to-day construction operations at the Subject Property, including the supervision and control of the work performed by Defendant JLN and Defendant Trujillo. Defendant Watterlot was physically present at the Subject Property on or about July 11-12, 2025, and personally participated in, directed, approved, and/or failed to prevent the decisions and conduct giving rise to the Subject Incident, including but not limited to the decision to substitute the excavator for the cable puller, the assignment of Defendant Trujillo to operate the excavator, the failure to ensure that safe corrective measures were taken after the designated cable-pulling device could no longer be used as intended on or about July 11, 2025, and the failure to otherwise ensure that the construction work and activities giving rise to the Subject Incident were performed safely.

55. At all times material hereto, Defendant Prestige Design, acting through its president and owner, Defendant Stark, and its other employees, agents, apparent agents, and representatives, maintained an active, hands-on role in the construction of the Subject Property and participated in, supervised, directed, coordinated, and exercised control over the construction activities and work being performed there. Consistent with the nature and extent of those functions, Defendant Prestige Design has publicly represented through the Prestige Design Homes website that the “Prestige Team oversees every aspect of the project from start to finish,” thereby holding itself out as exercising comprehensive oversight and supervision throughout the construction process. Through its actual performance of those functions, together with its foregoing representations, Defendant Prestige Design voluntarily undertook responsibility for the

- oversight, supervision, direction, coordination, and control of construction at the Subject Property, including the work performed by Defendant JLN and Defendant Trujillo, and thereby assumed a duty to exercise reasonable care in the performance of those responsibilities, to provide and maintain a reasonably safe construction site and work environment, and to provide workers at the Subject Property, including Mr. Santiesteban, a safe place to work.
56. At all times material hereto, Defendant Prestige Project Management, acting through Defendant Watterlot, its owner and/or principal, and its other employees, agents, apparent agents, and representatives, maintained an active, hands-on role in the construction of the Subject Property and actively participated in, supervised, directed, managed, coordinated, and exercised control over the construction activities and work being performed there, including the work performed by Defendant JLN and Defendant Trujillo. Through its actual performance of those functions, Defendant Prestige Project Management voluntarily undertook responsibility for the project management, site supervision, direction, coordination, and control of construction at the Subject Property, including the work performed by Defendant JLN and Defendant Trujillo, and thereby assumed a duty to exercise reasonable care in the performance of those responsibilities, to provide and maintain a reasonably safe construction site and work environment, and to provide workers at the Subject Property, including Mr. Santiesteban, a safe place to work.
57. At all times material hereto, Defendant Stark knew or should have known, based upon his experience in the construction industry, his direct, hands-on involvement in the construction of the Subject Property, and his prior dealings with and experience

working with Defendant JLN and Defendant Trujillo, that Defendant JLN and/or Defendant Trujillo lacked the training, certification, qualifications, and/or competence necessary to safely use and operate the subject excavator for the electrical cable pulling work being performed at the Subject Property. Nevertheless, Defendant Stark, individually and/or in a representative capacity on behalf of Defendant Stone Creek, Defendant Prestige Design, and/or one or more of the other entity Defendants, directed, authorized, approved, and/or permitted the subject excavator to be entrusted to and used by Defendant JLN and/or Defendant Trujillo in connection with that work.

58. At all times material hereto, Defendant Watterlot knew or should have known, based upon his role as owner and/or principal of Defendant Prestige Project Management, his role as site director at the Subject Property, and his direct, hands-on participation in and supervision of the construction activities being performed there, that Defendant JLN and/or Defendant Trujillo lacked the training, certification, qualifications, and/or competence necessary to safely use and operate the subject excavator for the electrical cable-pulling work being performed at the Subject Property. Nevertheless, Defendant Watterlot, individually and/or in a representative capacity on behalf of Defendant Prestige Project Management and/or one or more of the other entity Defendants, authorized, approved, permitted, and/or failed to prevent Defendant JLN and/or Defendant Trujillo from being entrusted with and using and operating the subject excavator in connection with that work.

The Subject Incident

59. On Friday, July 11, 2025, the day before the Subject Incident, a cable puller, a specialized machine recognized as a standard and accepted means of pulling cable, was

being used at the Subject Property in connection with the ongoing construction work.³

During the cable pull, the machine's pulling rope and/or one or more other components of the cable pulling equipment failed and/or broke.

60. Rather than replacing the pulling rope, repairing the cable puller, or otherwise ensuring that the cable pull could be completed by safe and proper means, Defendants Stone Creek, Prestige Design, and Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, directed, instructed, permitted, authorized, and/or approved Defendant JLN and Defendant Trujillo to operate and utilize the subject excavator to pull the cables. Such direction, instruction, approval, authorization, and/or permission constituted a specific exercise of control over the manner and means of the work, including the equipment to be used, who was to use it, and the sequence and method of performance, and reflected the foregoing Defendants' active participation in the work.
61. At all times material hereto, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, knew or should have known of the dangerous conditions that existed at the Subject Property as a result of the improper use of an

³ A cable puller is a specialized construction machine designed to pull electrical cables through conduits, walls, ceilings, and underground pathways.

excavator to perform cable pulling work, a task for which the excavator was neither designed nor intended, and the entrustment of that excavator to an unqualified operator in Defendant Trujillo.

62. The cable pulling work was not completed on Friday, July 11, 2025. That evening and overnight, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, managers, field supervisors, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, had an additional opportunity to correct the unsafe condition and ensure that the work could resume safely. Among other things, they could have obtained a replacement pulling rope, repaired or replaced the designated cable-pulling equipment, or otherwise provided equipment suitable for the safe completion of the cable pull. Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, and/or Defendants Stark and Watterlot, failed to take such corrective measures and failed to ensure that, when work resumed, the cable pull would be performed safely, in accordance with applicable industry standards, and with appropriate equipment designed and intended for that work.
63. Instead, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, managers, field supervisors, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, proceeded with, directed,

- authorized, approved, and/or permitted the cable-pulling work to resume without providing appropriate and safe cable pulling equipment and notwithstanding the dangerous conditions that had arisen the preceding day.
64. On Saturday, July 12, 2025, Mr. Santiesteban reported to work at the Subject Property.
65. That morning, electrical cable-pulling work was scheduled to be performed at the Subject Property.
66. Rather than using equipment designed and intended for cable-pulling work, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, managers, field supervisors, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, directed, supervised, instructed, permitted, authorized, and/or approved Defendant JLN and Defendant Trujillo to use the subject excavator in connection with the electrical cable-pulling work at the Subject Property.
67. Shortly after Mr. Santiesteban reported to work at the Subject Property, Defendant Trujillo began operating the excavator in connection with the electrical cable pulling work being performed at the construction site.
68. During the cable pulling operation, and without warning, the excavator, one or more of its components or attachments, and/or an object or material connected with or set in motion by its operation suddenly and forcefully struck Mr. Santiesteban and/or caused him to strike or impact another object and/or surface within the surrounding work area, resulting in catastrophic head, brain, and facial trauma, including, but not limited to,

permanent scarring and disfigurement, neurological deficits, and vision and sensory impairment.

Knowledge and Foreseeability

69. At all times material hereto, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, managers, field supervisors, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, knew or should have known that the subject excavator was neither designed nor intended for electrical cable pulling work and that its use in connection with such work, without appropriate safeguards and/or a qualified operator, created an unreasonably dangerous condition at the Subject Property and exposed workers at the construction site, including Mr. Santiesteban, to a foreseeable and unreasonable risk of serious bodily injury.
70. At all times material hereto, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, managers, field supervisors, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, knew or should have known that Defendant JLN and/or Defendant Trujillo lacked the training, certification, qualifications, experience, and/or competence necessary to safely use and operate the subject excavator in connection with the electrical cable pulling work and otherwise safely perform and/or participate in the work in the manner in which it was being carried out. Nevertheless, the foregoing Defendants directed, authorized, approved,

permitted, and/or participated in the entrustment of the subject excavator to Defendant JLN and/or Defendant Trujillo for use in connection with the work performed on July 12, 2025, giving rise to the Subject Incident.

71. At all times material hereto, by virtue of their experience with construction operations, jobsite supervision, personnel selection and oversight, and the use of heavy construction equipment, together with their respective roles in directing, managing, supervising, and/or controlling the construction at the Subject Property, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, were in a superior position to Mr. Santiesteban to recognize, appreciate, and guard against the dangers of using an excavator in place of proper cable pulling equipment and permitting and/or approving the excavator to be operated by an unqualified individual in Defendant Trujillo. These dangers were not inherent to normal cable pulling work performed with proper equipment, and the foregoing Defendants knew or reasonably should have known that its conduct was exposing workers, including Mr. Santiesteban, to a foreseeable and unreasonable risk of serious bodily injury.
72. At all times material hereto, the direction, authorization, approval, and/or permission given by Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, managers, field supervisors, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity

on behalf of one or more of the foregoing entity Defendants, to use the subject excavator in place of proper cable pulling equipment constituted a specific exercise of control over the manner and means by which the work was to be performed, including the equipment to be used, the persons who would use it, and the method and sequence by which the work would be carried out. Through that direction, authorization, approval, and/or permission, the foregoing Defendants exercised the control they possessed and/or assumed over the manner and means of the work performed by Defendant JLN and Defendant Trujillo and actively participated in the construction work giving rise to the Subject Incident.

73. By directing, authorizing, approving, and/or permitting the use of the subject excavator to perform electrical cable-pulling work for which it was neither designed nor intended, and by permitting and/or authorizing Defendant JLN and/or Defendant Trujillo to operate it without the training, qualifications, experience, and/or competence necessary to do so safely, Defendants Stone Creek, Prestige Design, and/or Prestige Project Management, acting through their respective officers, employees, principals, site directors, agents, apparent agents, managers, field supervisors, and representatives, and/or Defendants Stark and Watterlot, individually and/or in a representative capacity on behalf of one or more of the foregoing entity Defendants, created a foreseeable zone of risk encompassing workers situated within the area affected by the excavator, its boom, arm, bucket, attachments, components, and/or objects or materials connected with or set in motion by its operation, including Mr. Santiesteban. The foreseeable risk created by such conduct included the risk that a worker within that zone would suffer serious bodily injury from the use and operation of the excavator or from a component,

attachment, object, or material connected with or set in motion by it, and from any resulting impact with the ground or other object. That risk materialized when the use and operation of the excavator caused or contributed to a sequence of events resulting in Mr. Santiesteban being struck, contacted, or otherwise injured by the excavator, one or more of its components or attachments, an object or material connected with or set in motion by its operation, and/or another object or surface within the surrounding work area, causing him to suffer catastrophic injuries. Having created this foreseeable zone of risk, the foregoing Defendants owed a duty to Mr. Santiesteban and other workers within that zone to exercise reasonable care to lessen the risks associated with the use and operation of the subject excavator and/or to take sufficient precautions to protect them from the harm the foreseeable risks posed.

COUNT I
NEGLIGENCE
(against Defendant Stone Creek)

74. Mr. Santiesteban re-alleges and incorporates by reference the allegations of paragraphs 1 through 73 as if fully set forth herein.
75. At all times material hereto, Defendant Stone Creek was the owner, builder, and developer of the Subject Property.
76. Defendant Stone Creek, acting through its principals, officers, managers, site directors, field supervisors, employees, agents, apparent agents, and representatives, including Aldo Stark and Julien Watterlot, actively participated in, supervised, directed, controlled, including the means and methods by which the work was performed, and coordinated the construction activities at the Subject Property, including the work giving rise to the Subject Incident.

77. At all times material hereto, by undertaking and exercising control and supervision over the construction activities, work, and job site at the Subject Property, Defendant Stone Creek assumed and owed a duty to workers at the Subject Property, including Mr. Santiesteban, to exercise reasonable care in carrying out those responsibilities, to provide and maintain a reasonably safe construction site and work environment, and to provide workers at the Subject Property, including Mr. Santiesteban, a safe place to work.
78. Independently and additionally, at all times material hereto, through its ownership and development of the Subject Property, its direct, hands-on participation in the construction project, its active supervision, direction, coordination, management, and control of the construction activities and job site, and its actions through Defendant Stark, who identified himself as the “Builder” on the EPL Card, Defendant Stone Creek voluntarily undertook responsibility for the construction, supervision, management, and control of the Subject Property and the work being performed there. By undertaking and exercising those functions and responsibilities, Defendant Stone Creek assumed and owed a duty to workers at the Subject Property, including Mr. Santiesteban, to exercise reasonable care in the performance of those undertakings, to provide and maintain a reasonably safe construction site and work environment and a safe place to work, to refrain from creating or increasing the risk of harm, and to take or require reasonable precautions to protect workers from foreseeable risks arising from the construction work.
79. At all times material hereto, Defendant Stone Creek also owed a duty to Mr. Santiesteban to:

- a. exercise reasonable care in directing, supervising, coordinating, controlling, and participating in the construction work;
- b. maintain the construction site in a reasonably safe condition;
- c. provide a safe place to work;
- d. refrain from creating, approving, permitting, and maintaining dangerous conditions;
- e. reasonably inspect, assess, and monitor the work, equipment, personnel, and conditions at the Subject Property;
- f. ensure that equipment was reasonably suitable for the work and used in accordance with its intended purpose and the manufacturer's instructions and specifications;
- g. use reasonable care in selecting, providing, furnishing, and allocating tools and equipment for the construction work;
- h. ensure that entities and persons selected, authorized, and/or permitted to use or operate construction equipment were adequately trained and instructed in its safe and proper use and possessed the qualifications, experience, and/or competence necessary to do so safely;
- i. implement and enforce reasonable safety procedures, precautions, safeguards, and work practices;
- j. correct, suspend, or stop work that Defendant Stone Creek knew or reasonably should have known was unsafe;
- k. ensuring that the work and equipment used complied with applicable laws, codes, regulations, industry standards, accepted safety practices, and manufacturer's instructions;

- l. ensure that any bar, attachment, cable, or rigging affixed to or used with the excavator was appropriate for its intended use and was properly selected, installed, secured, maintained, and inspected;
 - m. exercise the degree of reasonable care that a prudent owner, builder, and developer would have exercised under the same or similar circumstances; and
 - n. warn workers, including Mr. Santiesteban, of dangerous conditions that were known or reasonably should have been known to Defendant Stone Creek.
80. At all times material hereto, Defendant Stone Creek breached its foregoing duties to Mr. Santiesteban in one or more of the following ways:
- a. failing to provide a safe place to work;
 - b. failing to exercise reasonable care in carrying out the supervision, direction, coordination, management, control, and safety responsibilities it undertook with respect to the construction work at the Subject Property;
 - c. directing, approving, authorizing, and/or permitting the excavation and electrical cable pulling work under conditions that exposed Mr. Santiesteban and other workers to an unreasonable and foreseeable risk of serious bodily injury;
 - d. directing, approving, authorizing, and/or permitting an excavator to be used in connection with electrical cable pulling work for which it was not designed, intended, or reasonably suitable;
 - e. directing, approving, selecting, authorizing, and/or permitting entities and/or persons to direct, use, or operate the excavator without determining if they possessed the training, instruction, qualifications, experience, and competence necessary to do so safely;

- f. failing to provide, require, implement, and/or enforce reasonable safety procedures, precautions, safeguards, and work practices for the electrical cable-pulling work and the use of heavy equipment near workers;
- g. failing to provide, obtain, repair, replace, and/or require appropriate and safe cable pulling equipment after problems arose with the designated cable pulling equipment on July 11, 2025;
- h. permitting the excavator, its boom, arm, bucket, attachments, components, or materials used in connection with the work to be positioned, used, operated, or left in a condition that exposed Mr. Santiesteban to the risk of being struck, crushed, or otherwise injured;
- i. failing to adequately inspect, assess, monitor, or correct the equipment, personnel, work practices, and conditions associated with the electrical cable pulling work;
- j. negligently selecting, furnishing, providing, allocating, and/or authorizing the use of equipment, including the subject excavator, in connection with the electrical cable pulling work;
- k. failing to ensure that entities and persons selected, authorized, and/or permitted to use or operate construction equipment were adequately trained and instructed in its safe and proper use and possessed the qualifications, experience, and/or competence necessary to do so safely;
- l. failing to warn Mr. Santiesteban of dangerous conditions associated with the electrical cable pulling work and use of the excavator that were known or reasonably should have been known to Defendant Stone Creek;

- m. failing to stop, suspend, or correct the work after Defendant Stone Creek knew or reasonably should have known that it was being performed with unsuitable equipment, inadequate safety precautions, or unqualified personnel;
- n. failing to ensure that the work and equipment used complied with applicable laws, codes, regulations, industry standards, accepted safety practices, and manufacturer instructions;
- o. negligently creating dangerous conditions by directing, authorizing, and/or permitting the use of an excavator in connection with electrical cable pulling work for which it was not designed, intended, or reasonably suitable;
- p. negligently approving and/or negligently permitting Defendant JLN and/or Defendant Trujillo to use and operate the excavator despite their lack of training, experience, qualifications, and competence necessary to do so safely;
- q. negligently approving dangerous conditions by allowing the electrical cable-pulling work to proceed with unsuitable equipment and inadequate safety precautions;
- r. negligently creating and/or approving dangerous conditions to exist and continue by allowing the electrical cable pulling work to proceed without correcting the use of unsuitable equipment and replacing the unqualified operator in Defendant Trujillo;
- s. failing to ensure that any bar, attachment, cable, or rigging affixed to or used with the excavator was appropriate for its intended use and was properly selected, installed, secured, maintained, and inspected;
- t. failing to exercise the degree of reasonable care that a prudent owner, builder, and developer would have exercised under the same or similar circumstances; and/or

- r. other acts of negligence as may be learned through discovery.
81. Defendant Stone Creek's foregoing acts, omissions, and breaches, whether considered individually or collectively, constituted the negligent creation, approval, permission, and/or continuation of one or more dangerous conditions at the Subject Property and created a foreseeable and unreasonable risk of harm to Mr. Santiesteban and others working at the Subject Property.
82. At all times material hereto, Defendant Stone Creek knew or reasonably should have known of the foregoing dangerous conditions and the dangers and risks arising therefrom. Despite such knowledge, and despite possessing the ability and means to correct those conditions, suspend the work, and/or warn those exposed, Defendant Stone Creek negligently approved, permitted, and allowed the dangerous conditions to exist and continue without correcting them, without suspending the work, and without adequately warning the workers exposed to them, including Mr. Santiesteban.
83. At all times material hereto, the dangerous conditions created, approved, permitted, and/or allowed to continue by Defendant Stone Creek, and the dangers and hazards arising therefrom, were not known to Mr. Santiesteban and could not have been discovered by him through the exercise of due care.
84. Defendant Stone Creek's foregoing acts, omissions, and breaches, whether considered individually or collectively, directly and proximately caused and/or contributed to cause the Subject Incident and Mr. Santiesteban's resulting injuries, and it was reasonably foreseeable that such acts, omissions, and breaches would result in injury to Mr. Santiesteban.

85. But for one or more of Defendant Stone Creek's foregoing breaches, Mr. Santiesteban would not have been injured.

86. As a direct and proximate result of the negligence of Defendant Stone Creek, Mr. Santiesteban suffered severe injuries, which have caused, among other things, pain and suffering, disability, disfigurement, scarring, loss of earning capacity, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money in the future, and Mr. Santiesteban has incurred medical expenses in the care and treatment of said injuries. The losses are permanent in nature and Mr. Santiesteban will continue to suffer said losses in the future.

WHEREFORE, Mr. Santiesteban demands judgment for compensatory damages against Defendant Stone Creek, together with costs, interest, and any other relief this Court deems appropriate, and further demands trial by jury of all issues triable as of right by a jury.

COUNT II
NEGLIGENCE
(against Defendant JLN)

87. Mr. Santiesteban re-alleges and incorporates by reference the allegations of paragraphs 1 through 73 as if fully set forth herein.

88. At all times material hereto, Defendant Stone Creek hired Defendant JLN to perform construction work at the Subject Property, including but not limited to the excavator cable pulling operation that gave rise to the Subject Incident.

89. At all times material hereto, Defendant JLN owed a duty of care to those working at the Subject Property and all persons in the vicinity of its work at the Subject Property, including Mr. Santiesteban, to:

- a. exercise reasonable care in the performance of all construction work at the Subject Property;
- b. refrain from exposing those working at or in the vicinity of the Subject Property, including Mr. Santiesteban, to an unreasonable risk of harm;
- c. maintain a reasonably safe work environment at the Subject Property;
- d. not to create a condition at the work site that could be unreasonably dangerous to others, including Mr. Santiesteban;
- e. not to maintain a condition at the work site that could be unreasonably dangerous to others, including Mr. Santiesteban;
- f. ensure that its officers, employees, agents, apparent agents, and representatives, including Defendant Trujillo, were trained, certified, qualified, competent, and experienced to safely operate any equipment, including the excavator, used in the course of Defendant JLN's work at the Subject Property;
- g. provide its officers, employees, agents, apparent agents, and representatives, including Defendant Trujillo, with adequate training and instruction in the safe use and operation of any equipment used in the course of Defendant JLN's work at the Subject Property;
- h. use equipment designed and suitable for electrical cable pulling operations and refuse to perform the cable pull by means or methods that Defendant JLN knew or should have known were unsafe;
- i. ensure that equipment used by its officers, employees, agents, apparent agents, and representatives, including Defendant Trujillo, in the course of Defendant JLN's work at the Subject Property, including the excavator, was used only for the purpose

for which it was designed and suitable, and in accordance with the manufacturer's instructions, intended use, and specifications;

- j. ensure that any bar, attachment, cable, or rigging affixed to or used with the excavator was appropriate for its intended use and was properly selected, installed, secured, maintained, and inspected;
- k. implement, maintain, and enforce adequate safety protocols, procedures, and safeguards for all work Defendant JLN performed at the Subject Property;
- l. ensure that its officers, employees, representatives, and agents operated the excavator in a safe, careful, and prudent manner and in accordance with industry standards and the manufacturer's instructions;
- m. adequately supervise the work of its officers, employees, agents, apparent agents, and representatives at the Subject Property to ensure that proper safety precautions were implemented and being observed;
- n. ensure that the excavator's boom, arm, bucket, and attached components were fully lowered, blocked, or otherwise secured against unintended movement;
- o. ensure that the excavator, and any bar, attachment, or rigging affixed to or used with it in the course of Defendant JLN's work, was secured, maintained, and inspected in a safe and operable condition;
- p. warn Mr. Santiesteban and other persons in the vicinity of the dangerous conditions and risks created by the excavation operation, including the use of the excavator and improvised attachments or rigging to pull electrical cables;

- q. ensure that the work and equipment used complied with applicable laws, codes, regulations, industry standards, accepted safety practices, and manufacturer's instructions;
 - r. cease, suspend, and/or refuse to continue any construction activity or operation that Defendant JLN knew or should have known could not be performed safely under the circumstances; and
 - s. exercise the degree of care that a reasonably prudent entity would exercise under the same or similar circumstances.
90. Defendant JLN breached its foregoing duties to Mr. Santiesteban in one or more of the following ways:
- a. negligently permitting Defendant Trujillo to use and operate the excavator at the Subject Property despite knowing or having reason to know that he lacked the training, qualifications, competency, and experience necessary to operate it safely;
 - b. failing to provide Defendant Trujillo with adequate training and instruction concerning the safe use and operation of the excavator and safe electrical cable pulling methods;
 - c. permitting the use of an excavator to perform the electrical cable pull when the excavator was not designed, intended, or suitable for that purpose;
 - d. affixing or using a metal bar, attachment, cable, or improvised rigging with the excavator to perform the electrical cable pull, or causing or permitting the same, when Defendant JLN knew or should have known that the equipment, attachment, rigging, and/or method was unsafe;

- e. failing to ensure that any metal bar, attachment, cable, or rigging used with the excavator was appropriate for its intended use and properly selected, installed, secured, maintained, and inspected;
- f. failing to determine, verify, and/or confirm that Defendant Trujillo possessed the training, qualifications, experience, and competence necessary to safely operate the excavator before permitting him to do so;
- g. failing to implement, maintain, and enforce adequate safety protocols, procedures, and safeguards for the excavation and electrical cable pulling operation;
- h. failing to exercise reasonable care in the performance of its construction work at the Subject Property;
- i. exposing those working at or in the vicinity of the Subject Property, including Mr. Santiesteban, to an unreasonable risk of harm;
- j. failing to maintain a reasonably safe work environment at the Subject Property;
- k. creating a condition at the work site that was unreasonably dangerous to others, including Mr. Santiesteban;
- l. maintaining a condition at the work site that was unreasonably dangerous to others, including Mr. Santiesteban;
- m. performing the cable pull using an excavator, rather than using proper cable pulling equipment;
- n. failing to supervise Defendant Trujillo's use operation of the excavator to ensure that proper safety precautions were implemented and being observed;
- o. leaving, or causing or allowing the excavator to be left, with the boom, arm, and bucket elevated and the lockout controls not engaged;

- p. allowing the excavator's boom, bucket, and attached components to remain elevated, unsecured, and capable of uncontrolled movement in the vicinity of workers, including Mr. Santiesteban;
- q. operating, and causing and allowing the operation of, the excavator in an unsafe, careless, and imprudent manner and contrary to industry standards and the manufacturer's instructions;
- r. failing to inspect and maintain the excavator and the bars, attachments, components, cables, and rigging used with it in a reasonably safe and operable condition before and during the excavation and cable pulling operation;
- s. failing to warn Mr. Santiesteban of the dangerous conditions at the Subject Property, including the use of an excavator for a purpose for which it was not designed and the operation of that excavator by an untrained, uncertified, or unqualified individual, which conditions were not known to Mr. Santiesteban and could not have been discovered by him through the exercise of due care;
- t. failing to ensure that the work and equipment used complied with applicable laws, codes, regulations, industry standards, accepted safety practices, and manufacturer's instructions;
- u. failing to cease, suspend, and/or refuse to continue the electrical cable-pulling operation after Defendant JLN knew or should have known that the work could not be performed safely with the equipment, personnel, means, and methods then being used;
- v. failing to exercise the degree of care that a reasonably prudent entity would exercise under the same or similar circumstances; and/or

- w. other acts of negligence as may be learned through discovery.
91. At all times material hereto, Defendant JLN knew or reasonably should have known that the foregoing acts, omissions, and breaches created, contributed to, permitted, and/or allowed one or more dangerous conditions to exist at the Subject Property and exposed Mr. Santiesteban and other persons working at the Subject Property to a foreseeable and unreasonable risk of harm.
92. At all times material hereto, Defendant JLN knew or reasonably should have known of the dangers and risks associated with the foregoing acts, omissions, breaches, and/or inaction and, despite such knowledge, failed to exercise reasonable care to prevent, correct, eliminate, or warn of the dangerous conditions arising therefrom.
93. At all times material hereto, the dangerous conditions created, contributed to, permitted, and/or allowed to exist by Defendant JLN, and the dangers and hazards arising therefrom, were not known to Mr. Santiesteban and could not have been discovered by him through the exercise of due care.
94. Defendant JLN's foregoing breaches, whether considered individually or collectively, directly and proximately caused and/or contributed to causing the Subject Incident and Mr. Santiesteban's resulting injuries. It was reasonably foreseeable that Defendant JLN's foregoing negligent acts, omissions, breaches, and/or inaction would result in injury to Mr. Santiesteban and others working at the Subject Property.
95. But for one or more of Defendant JLN's foregoing breaches, Mr. Santiesteban would not have been injured.
96. As a direct and proximate result of the negligence of Defendant JLN, Mr. Santiesteban suffered severe injuries, which have caused, among other things, pain and suffering,

disability, disfigurement, scarring, loss of earning capacity, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money in the future, and Mr. Santiesteban has incurred medical expenses in the care and treatment of said injuries. The losses are permanent in nature and Mr. Santiesteban will continue to suffer said losses in the future.

WHEREFORE, Mr. Santiesteban demands judgment for compensatory damages against Defendant JLN, together with costs, interest, and any other relief this Court deems appropriate, and further demands trial by jury of all issues triable as of right by a jury.

COUNT III
NEGLIGENCE
(against Defendant Prestige Design)

97. Mr. Santiesteban re-alleges and incorporates by reference the allegations of paragraphs 1 through 73 as if fully set forth herein.
98. At all times material hereto, Defendant Prestige Design, acting through Defendant Stark and its other officers, employees, agents, apparent agents, and representatives, maintained an active, hands-on role in the construction of the Subject Property and voluntarily undertook and performed functions involving the oversight, coordination, supervision, direction, management, and control of the construction activities and job site, including control over the manner and methods by which the work was performed.
99. At all times material hereto, by voluntarily undertaking and exercising oversight, supervision, direction, coordination, management, and control over the construction activities and job site at the Subject Property, and by actively participating in the construction work being performed there, Defendant Prestige Design voluntarily

undertook responsibility for those functions, activities, and the job site. By undertaking and exercising those functions and responsibilities, Defendant Prestige Design assumed and owed a duty to workers at the Subject Property, including Mr. Santiesteban, to exercise reasonable care in carrying out those responsibilities, to provide and maintain a reasonably safe construction site and work environment and a safe place to work, to refrain from creating or increasing the risk of harm, to take or require reasonable precautions to protect workers from foreseeable risks arising from the construction work, and to warn workers, including Mr. Santiesteban, of dangerous conditions and risks at the Subject Property that Defendant Prestige Design knew or should have known existed and that were not known or reasonably apparent to the workers exposed to them.

100. At all times material hereto, Defendant Prestige Design breached its foregoing duties to Mr. Santiesteban in one or more of the following ways:
- a. failing to provide a safe place to work;
 - b. failing to exercise reasonable care in carrying out the supervision, direction, coordination, management, control, and safety responsibilities it undertook with respect to the construction work at the Subject Property;
 - c. failing to provide, obtain, repair, replace, and/or require appropriate and safe cable-pulling equipment after problems arose with the designated cable-pulling equipment on July 11, 2025;
 - d. directing, approving, authorizing, and/or permitting the use of an excavator to perform electrical cable pulling work for which it was not designed, intended, or reasonably suitable;

- e. directing, approving, authorizing, and/or permitting Defendant JLN and/or Defendant Trujillo to use and operate the excavator despite knowing or having reason to know that they lacked the training, qualifications, and competence to do so safely;
- f. failing to adequately supervise, inspect, assess, monitor, and/or correct the equipment, personnel, means, methods, work practices, and conditions associated with the electrical cable-pulling work;
- g. negligently creating, approving, authorizing, permitting, and/or allowing dangerous conditions associated with the electrical cable-pulling work and use of the subject excavator to exist and continue at the Subject Property;
- h. negligently selecting, furnishing, providing, allocating, and/or authorizing the use of equipment, including the subject excavator, in connection with the electrical cable-pulling work;
- i. increasing the risk of harm to Mr. Santiesteban and other workers through the approval, authorization, participation, and/or failure to exercise reasonable care in carrying out the responsibilities undertook;
- j. failing to ensure that entities and persons authorized and/or permitted to use or operate construction equipment were adequately trained and instructed in its safe and proper use and possessed the qualifications, experience, and competence necessary to do so safely;
- k. failing to stop, suspend, prevent, and/or correct the electrical cable-pulling work after Defendant Prestige Design knew or reasonably should have known that it was

being performed with unsuitable equipment, inadequate safety precautions, unsafe means or methods, and/or unqualified personnel;

- l. failing to ensure that the work and equipment used complied with applicable laws, codes, regulations, industry standards, accepted safety practices, and manufacturer instructions;
- m. directing, approving, authorizing, and/or permitting the electrical cable-pulling work to be performed under conditions that exposed Mr. Santiesteban and other workers to an unreasonable and foreseeable risk of serious bodily injury;
- n. failing to ensure that any bar, attachment, cable, rigging, and/or other component affixed to or used with the subject excavator was appropriate and suitable for its intended use and was properly selected, installed, secured, maintained, and inspected;
- o. failing to take and/or require sufficient precautions to protect Mr. Santiesteban and other workers from the foreseeable risks created and/or increased by the manner in which the electrical cable pulling work was being performed;
- p. failing to ensure that the cable pull was performed using proper and safe equipment;
- q. failing to implement and enforce reasonable safety procedures for the electrical cable pulling work;
- r. failing to inspect, assess, monitor, and/or correct the equipment, personnel, work practices, and conditions associated with the cable pulling work;
- s. negligently creating and/or approving dangerous conditions at the Subject Property;

- t. failing to warn Mr. Santiesteban of dangerous conditions and risks associated with the electrical cable-pulling work and use of the subject excavator that Defendant Stark knew;
 - u. failing to exercise the degree of care that a reasonably prudent entity in its position would have exercised under the same or similar circumstances; and/or
 - v. other acts of negligence as may be learned through discovery.
101. Defendant Prestige Design's foregoing acts, omissions, and breaches, whether considered individually or collectively, constituted the negligent creation, approval, permission, and/or continuation of one or more dangerous conditions at the Subject Property and created a foreseeable and unreasonable risk of harm to Mr. Santiesteban and others working at the Subject Property.
102. Defendant Prestige Design knew or reasonably should have known of the foregoing dangerous conditions and the dangers and risks arising therefrom. Despite such knowledge, and despite possessing the ability and means to correct those conditions, suspend the work, and/or warn those exposed, Defendant Prestige Design negligently approved, permitted, and allowed the dangerous conditions to exist and continue without correcting them, without suspending the work, and without adequately warning the workers exposed to them, including Mr. Santiesteban.
103. At all times material hereto, the dangerous conditions created, approved, permitted, and/or allowed to continue by Defendant Prestige Design, and the dangers and hazards arising therefrom, were not known to Mr. Santiesteban and could not have been discovered by him through the exercise of due care.

104. Defendant Prestige Design's foregoing acts, omissions, and breaches, whether considered individually or collectively, directly and proximately caused and/or contributed to cause the Subject Incident and Mr. Santiesteban's resulting injuries, and it was reasonably foreseeable that such acts, omissions, and breaches would result in injury to Mr. Santiesteban.
105. But for one or more of Defendant Prestige Design's foregoing breaches, Mr. Santiesteban would not have been injured.
106. As a direct and proximate result of the negligence of Defendant Prestige Design, Mr. Santiesteban suffered severe injuries, which have caused, among other things, pain and suffering, disability, disfigurement, scarring, loss of earning capacity, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money in the future, and Mr. Santiesteban has incurred medical expenses in the care and treatment of said injuries. The losses are permanent in nature and Mr. Santiesteban will continue to suffer said losses in the future.

WHEREFORE, Mr. Santiesteban demands judgment for compensatory damages against Defendant Prestige Design, together with costs, interest, and any other relief this Court deems appropriate, and further demands trial by jury of all issues triable as of right by a jury.

COUNT IV
NEGLIGENCE
(against Defendant Stark)

107. Mr. Santiesteban re-alleges and incorporates by reference the allegations of paragraphs 1 through 73 as if fully set forth herein.

108. At all times material hereto, Defendant Stark was the managing member of Defendant Stone Creek, the president of Defendant Prestige Design, and the individual who personally identified himself and signed as the “Builder” on the EPL Card for the Subject Property. At all times material hereto, Defendant Stark’s identification of himself as the “Builder,” together with his actual conduct and active participation in the construction of the Subject Property, was consistent with and further evidenced his personal undertaking of responsibilities involving the supervision, direction, management, and control of construction activities and construction work at the Subject Property.
109. At all times material hereto, Defendant Stark personally and actively participated in, supervised, directed, coordinated, managed, and exercised control over the design, development, and construction of the Subject Property, including the construction activities and work giving rise to the Subject Incident, and exercised control over the manner and methods by which such work was performed.
110. At all times material hereto, Defendant Stark’s participation was personal, hands-on, and active and went beyond the exercise of general corporate or administrative responsibilities on behalf of Defendant Stone Creek and/or Defendant Prestige Design.
111. By personally undertaking and exercising hands-on supervision, direction, coordination, management, and control over the construction activities and job site at the Subject Property, Defendant Stark, at all times material hereto, voluntarily assumed responsibility for the control and supervision of the construction project and job site. As a result of those personal undertakings and his exercise of such control and supervision, Defendant Stark assumed and owed a duty to workers at the Subject

Property, including Mr. Santiesteban, to exercise reasonable care in carrying out those responsibilities, to provide and maintain a reasonably safe construction site, work environment, and a safe place to work, to take or require reasonable precautions to protect workers from foreseeable risks arising from the construction work, and to warn workers, including Mr. Santiesteban, of dangerous conditions and risks at the Subject Property that he knew or should have known existed and that were not known or reasonably apparent to the workers exposed to them.

112. At all times material hereto, Defendant Stark breached his foregoing duties to Mr. Santiesteban in one or more of the following ways:
- a. failing to provide a safe place to work;
 - b. failing to exercise reasonable care in carrying out the supervision, direction, coordination, management, control, and safety responsibilities he undertook with respect to the construction work at the Subject Property;
 - c. personally directing, approving, authorizing, and/or permitting the use of an excavator to perform electrical cable-pulling work for which it was not designed, intended, or reasonably suitable;
 - d. personally directing, authorizing, and/or permitting Defendant JLN and/or Defendant Trujillo to use and operate the excavator despite knowing or having reason to know that they lacked the training, qualifications, and competence to do so safely;
 - e. failing to exercise the supervision, direction, and control he personally possessed and/or assumed to stop, suspend, prevent, and/or correct the work when he knew or reasonably should have known that it was being performed in an unsafe manner;

- f. failing to provide, obtain, repair, replace, and/or require appropriate and safe cable-pulling equipment after problems arose with the designated cable pulling equipment on July 11, 2025;
- g. failing to provide, require, implement, maintain, and/or enforce reasonable safety procedures, precautions, safeguards, and work practices for the electrical cable pulling work and the use of heavy construction equipment in the vicinity of workers;
- h. failing to determine, verify, and/or confirm that Defendant JLN and/or Defendant Trujillo possessed the training, instruction, qualifications, experience, and competence necessary to safely use or operate the subject excavator before directing, authorizing, approving, and/or permitting such use;
- i. negligently selecting, furnishing, providing, allocating, approving, and/or authorizing the use of equipment, including the subject excavator, in connection with the electrical cable pulling work;
- j. failing to adequately supervise, inspect, assess, monitor, and/or correct the equipment, personnel, means, methods, work practices, and conditions associated with the electrical cable-pulling work;
- k. creating, approving, authorizing, permitting, and/or allowing dangerous conditions associated with the electrical cable-pulling work and use of the subject excavator to exist and continue at the Subject Property;
- l. directing, authorizing, permitting, and/or allowing Mr. Santiesteban to participate in and remain exposed to the dangerous cable-pulling operation;

- m. increasing the risk of harm to Mr. Santiesteban and other workers through his personal direction, approval, authorization, participation, and/or failure to exercise reasonable care in carrying out the responsibilities he undertook;
 - n. failing to ensure that the work and equipment used complied with applicable laws, codes, regulations, industry standards, accepted safety practices, and manufacturer instructions;
 - o. failing to take and/or require sufficient precautions to protect Mr. Santiesteban and other workers from the foreseeable risks created and/or increased by the manner in which the electrical cable-pulling work was being performed;
 - p. failing to ensure that any bar, attachment, cable, rigging, and/or other component affixed to or used with the subject excavator was appropriate and suitable for its intended use and was properly selected, installed, secured, maintained, and inspected;
 - q. failing to warn Mr. Santiesteban of dangerous conditions and risks associated with the electrical cable-pulling work and use of the subject excavator that Defendant Stark knew or reasonably should have known existed and that were not known or readily apparent to Mr. Santiesteban;
 - r. negligently creating and/or approving dangerous conditions at the Subject Property;
 - s. failing to exercise the degree of reasonable care that a prudent person in his position would have exercised under the same or similar circumstances; and/or
 - t. other acts of negligence as may be learned through discovery.
113. Defendant Stark's foregoing acts, omissions, and breaches, whether considered individually or collectively, constituted the negligent creation, approval, permission,

- and/or continuation of one or more dangerous conditions at the Subject Property and created a foreseeable and unreasonable risk of harm to Mr. Santiesteban and others working at the Subject Property.
114. Defendant Stark knew or reasonably should have known of the foregoing dangerous conditions and the dangers and risks arising therefrom. Despite such knowledge, and despite possessing the ability and means to correct those conditions, suspend the work, and/or warn those exposed, Defendant Stark negligently approved, permitted, and allowed the dangerous conditions to exist and continue without correcting them, without suspending the work, and without adequately warning the workers exposed to them, including Mr. Santiesteban.
115. At all times material hereto, the dangerous conditions created, approved, permitted, and/or allowed to continue by Defendant Stark, and the dangers and hazards arising therefrom, were not known to Mr. Santiesteban and could not have been discovered by him through the exercise of due care.
116. Defendant Stark's foregoing acts, omissions, and breaches, whether considered individually or collectively, directly and proximately caused and/or contributed to cause the Subject Incident and Mr. Santiesteban's resulting injuries, and it was reasonably foreseeable that such acts, omissions, and breaches would result in injury to Mr. Santiesteban.
117. But for one or more of Defendant Stark's foregoing breaches, Mr. Santiesteban would not have been injured.
118. As a direct and proximate result of the negligence of Defendant Stark, Mr. Santiesteban suffered severe injuries, which have caused, among other things, pain and suffering,

disability, disfigurement, scarring, loss of earning capacity, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money in the future, and Mr. Santiesteban has incurred medical expenses in the care and treatment of said injuries. The losses are permanent in nature and Mr. Santiesteban will continue to suffer said losses in the future.

WHEREFORE, Mr. Santiesteban demands judgment for compensatory damages against Defendant Stark, together with costs, interest, and any other relief this Court deems appropriate, and further demands trial by jury of all issues triable as of right by a jury.

COUNT V
NEGLIGENCE
(against Defendant Prestige Project Management)

119. Mr. Santiesteban re-alleges and incorporates by reference the allegations of paragraphs 1 through 73 as if fully set forth herein.
120. At all times material hereto, Defendant Prestige Project Management, acting through Defendant Watterlot, its owner and/or principal, and its other employees, agents, apparent agents, and representatives, maintained an active, hands-on role in the construction of the Subject Property and voluntarily undertook and performed responsibilities involving the day-to-day oversight, coordination, supervision, direction, management, and control of the construction activities and job site.
121. At all times material hereto, by voluntarily undertaking and exercising day-to-day oversight, supervision, direction, coordination, management, and control over the construction activities and job site at the Subject Property, and by actively participating in the construction work being performed there, Defendant Prestige Project

Management voluntarily undertook responsibility for those functions, activities, and the job site. By undertaking and exercising those functions and responsibilities, Defendant Prestige Project Management assumed and owed a duty to workers at the Subject Property, including Mr. Santiesteban, to exercise reasonable care in carrying out those responsibilities, to provide and maintain a reasonably safe construction site and work environment and a safe place to work, to take or require reasonable precautions to protect workers from foreseeable risks arising from the construction work, and to warn workers, including Mr. Santiesteban, of dangerous conditions and risks that Defendant Prestige Project Management knew or should have known existed and that were not known or reasonably apparent to those exposed to them.

122. At all times material hereto, Defendant Prestige Project Management breached its foregoing duties to Mr. Santiesteban in one or more of the following ways:
- a. failing to provide a safe place to work;
 - b. failing to exercise reasonable care in carrying out the day-to-day oversight, supervision, direction, coordination, management, control, and safety responsibilities it undertook with respect to the construction work at the Subject Property;
 - c. directing, approving, authorizing, and/or permitting the electrical cable-pulling work to be performed under conditions that exposed Mr. Santiesteban and other workers to a foreseeable and unreasonable risk of serious bodily injury;
 - d. directing, approving, authorizing, and/or permitting the subject excavator to be used in connection with electrical cable-pulling work for which it was not designed, intended, and/or reasonably suitable;

- e. directing, approving, authorizing, and/or permitting Defendant JLN and/or Defendant Trujillo to use and operate the subject excavator despite knowing or having reason to know that they lacked the training, qualifications, experience, and/or competence necessary to do so safely;
- f. failing to provide, obtain, repair, replace, and/or require appropriate and safe cable-pulling equipment after problems arose with the designated cable-pulling equipment on July 11, 2025;
- g. failing to stop, suspend, prevent, and/or correct the electrical cable-pulling work when it knew or reasonably should have known that the work was being performed with unsuitable equipment, inadequate safety precautions, and/or unqualified personnel;
- h. failing to provide, require, implement, and/or enforce reasonable safety procedures, precautions, safeguards, and work practices for the electrical cable-pulling work and the use of heavy equipment in the vicinity of workers;
- i. failing to adequately supervise, inspect, assess, monitor, and/or correct the equipment, personnel, means, methods, work practices, and conditions associated with the electrical cable-pulling work;
- j. failing to ensure that the work and equipment used complied with applicable laws, codes, regulations, industry standards, accepted safety practices, and manufacturer instructions;
- k. failing to determine, verify, and/or confirm that Defendant JLN and/or Defendant Trujillo possessed the training, instruction, qualifications, experience, and

competence necessary to safely use and operate the subject excavator before directing, authorizing, approving, and/or permitting such use;

- l. permitting the subject excavator, its boom, arm, bucket, attachments, components, and/or materials used in connection with the work to be positioned, used, operated, and/or left in a condition that exposed Mr. Santiesteban to the risk of being struck, crushed, contacted, or otherwise injured;
- m. negligently selecting, furnishing, providing, allocating, approving, and/or authorizing the use of equipment, including the subject excavator, in connection with the electrical cable-pulling work;
- n. creating, approving, authorizing, permitting, and/or allowing dangerous conditions associated with the electrical cable-pulling work and use of the subject excavator to exist and continue at the Subject Property;
- o. failing to ensure that any bar, attachment, cable, rigging, and/or other component affixed to or used with the subject excavator was appropriate and suitable for its intended use and was properly selected, installed, secured, maintained, and inspected;
- p. increasing the risk of harm to Mr. Santiesteban and other workers by directing, approving, authorizing, permitting, and/or allowing the electrical cable-pulling work to proceed in the foregoing unsafe manner;
- q. failing to lessen the foreseeable risk created and/or increased by the manner in which the electrical cable-pulling work was being performed and/or failing to see that sufficient precautions were taken to protect Mr. Santiesteban and other workers from that risk;

- r. failing to warn Mr. Santiesteban of dangerous conditions and risks associated with the electrical cable-pulling work and use of the subject excavator that Defendant Prestige Project Management knew or reasonably should have known existed and that were not known or readily apparent to Mr. Santiesteban;
 - s. failing to exercise reasonable care in carrying out the construction oversight, supervision, direction, coordination, management, control, and safety responsibilities it voluntarily undertook;
 - t. failing to exercise the degree of reasonable care that a prudent entity in its position would have exercised under the same or similar circumstances; and/or
 - u. other acts of negligence as may be learned through discovery.
123. Defendant Prestige Project Management's foregoing acts, omissions, and breaches, whether considered individually or collectively, constituted the negligent creation, approval, permission, and/or continuation of one or more dangerous conditions at the Subject Property and created a foreseeable and unreasonable risk of harm to Mr. Santiesteban and others working at the Subject Property.
124. Defendant Prestige Project Management knew or reasonably should have known of the foregoing dangerous conditions and the dangers and risks arising therefrom. Despite such knowledge, and despite possessing the ability and means to correct those conditions, suspend the work, and/or warn those exposed, Defendant Prestige Project Management negligently approved, permitted, and allowed the dangerous conditions to exist and continue without correcting them, without suspending the work, and without adequately warning the workers exposed to them, including Mr. Santiesteban.

125. At all times material hereto, the dangerous conditions created, approved, permitted, and/or allowed to continue by Defendant Prestige Project Management, and the dangers and hazards arising therefrom, were not known to Mr. Santiesteban and could not have been discovered by him through the exercise of due care.
126. Defendant Prestige Project Management's foregoing acts, omissions, and breaches, whether considered individually or collectively, directly and proximately caused and/or contributed to cause the Subject Incident and Mr. Santiesteban's resulting injuries, and it was reasonably foreseeable that such acts, omissions, and breaches would result in injury to Mr. Santiesteban.
127. But for one or more of Defendant Prestige Project Management's foregoing breaches, Mr. Santiesteban would not have been injured.
128. As a direct and proximate result of the negligence of Defendant Prestige Project Management, Mr. Santiesteban suffered severe injuries, which have caused, among other things, pain and suffering, disability, disfigurement, scarring, loss of earning capacity, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money in the future, and Mr. Santiesteban has incurred medical expenses in the care and treatment of said injuries. The losses are permanent in nature and Mr. Santiesteban will continue to suffer said losses in the future.

WHEREFORE, Mr. Santiesteban demands judgment for compensatory damages against Defendant Prestige Project Management, together with costs, interest, and any other relief this Court deems appropriate, and further demands trial by jury of all issues triable as of right by a jury.

COUNT VI
NEGLIGENCE
(against Defendant Watterlot)

129. Mr. Santiesteban re-alleges and incorporates by reference the allegations of paragraphs 1 through 73 as if fully set forth herein.
130. At all times material hereto, Defendant Watterlot maintained a direct, hands-on role in the construction of the Subject Property and personally and actively participated in, supervised, directed, coordinated, managed, and exercised control over the day-to-day construction operations and job site, including the construction activities and work giving rise to the Subject Incident, and exercised control over the manner and methods by which such work was performed.
131. By virtue of his personal participation in and exercise of supervision and control over the construction work and job site, Defendant Watterlot assumed and owed a personal duty to workers at the Subject Property, including Mr. Santiesteban, to exercise reasonable care in carrying out the responsibilities he undertook, to provide and maintain a reasonably safe construction site, work environment, and a safe place to work, to take or require reasonable precautions to protect workers from foreseeable risks arising from the construction work, and to warn workers, including Mr. Santiesteban, of dangerous conditions and risks that Defendant Watterlot knew or should have known existed and that were not known or reasonably apparent to those exposed to them.
132. At all times material hereto, Defendant Watterlot's participation was personal, hands-on, and active and went beyond the exercise of general corporate or administrative responsibilities on behalf of Defendant Prestige Project Management or any Defendant.

133. At all times material hereto, Defendant Watterlot breached his foregoing duties to Mr. Santiesteban in one or more of the following ways:
- a. failing to provide a safe place to work;
 - b. failing to exercise reasonable care in carrying out the supervision, direction, coordination, management, control, and safety responsibilities he personally undertook with respect to the construction work at the Subject Property;
 - c. personally directing, approving, authorizing, and/or permitting the use of the subject excavator in connection with electrical cable pulling work for which it was not designed, intended, and/or reasonably suitable;
 - d. personally assigning, directing, authorizing, approving, and/or permitting Defendant Trujillo to use and operate the subject excavator despite knowing or having reason to know that Defendant Trujillo lacked the training, qualifications, experience, and/or competence necessary to do so safely;
 - e. failing to provide, obtain, repair, replace, and/or require appropriate and safe cable-pulling equipment after problems arose with the designated cable-pulling equipment on July 11, 2025;
 - f. failing to stop, suspend, prevent, and/or correct the electrical cable-pulling work on July 12, 2025 when he knew or reasonably should have known that the work was being performed with unsuitable equipment, inadequate safety precautions, and/or unqualified personnel;
 - g. failing to provide, require, implement, and/or enforce reasonable safety procedures, precautions, safeguards, and work practices for the electrical cable-pulling work and the use of heavy equipment in the vicinity of workers;

- h. failing to adequately supervise, inspect, assess, monitor, and/or correct the equipment, personnel, means, methods, work practices, and conditions associated with the electrical cable-pulling work;
- i. creating, approving, authorizing, permitting, and/or allowing dangerous conditions associated with the electrical cable-pulling work and use of the subject excavator to exist and continue at the Subject Property;
- j. increasing the risk of harm to Mr. Santiesteban and other workers through his personal direction, approval, authorization, participation, and/or failure to exercise reasonable care in carrying out the responsibilities he undertook;
- k. failing to take and/or require sufficient precautions to protect Mr. Santiesteban and other workers from the foreseeable risks created and/or increased by the manner in which the electrical cable-pulling work was being performed;
- l. failing to determine, verify, and/or confirm that Defendant Trujillo possessed the training, instruction, qualifications, experience, and competence necessary to safely use and operate the subject excavator before assigning, directing, authorizing, approving, and/or permitting him to do so;
- m. permitting the subject excavator, its boom, arm, bucket, attachments, components, and/or materials used in connection with the work to be positioned, used, operated, and/or left in a condition that exposed Mr. Santiesteban to the risk of being struck, crushed, contacted, or otherwise injured;
- n. failing to ensure that any bar, attachment, cable, rigging, and/or other component affixed to or used with the subject excavator was appropriate and suitable for its

intended use and was properly selected, installed, secured, maintained, and inspected;

- o. failing to ensure that the work and equipment used complied with applicable laws, codes, regulations, industry standards, accepted safety practices, and manufacturer instructions;
 - p. failing to warn Mr. Santiesteban of dangerous conditions and risks associated with the electrical cable-pulling work and use of the subject excavator that Defendant Watterlot knew or reasonably should have known existed and that were not known or reasonably apparent to Mr. Santiesteban;
 - q. failing to exercise the degree of reasonable care that a reasonably prudent person in his position would have exercised under the same or similar circumstances;
 - r. failing to exercise reasonable care in carrying out the construction supervision, direction, coordination, management, control, and safety responsibilities he personally undertook; and/or
 - s. other acts of negligence as may be learned through discovery.
134. Defendant Watterlot's foregoing acts, omissions, and breaches, whether considered individually or collectively, constituted the negligent creation, approval, permission, and/or continuation of one or more dangerous conditions at the Subject Property and created a foreseeable and unreasonable risk of harm to Mr. Santiesteban and others working at the Subject Property.
135. Defendant Watterlot knew or reasonably should have known of the foregoing dangerous conditions and the dangers and risks arising therefrom. Despite such knowledge, and despite possessing the ability and means to correct those conditions,

suspend the work, and/or warn those exposed, Defendant Watterlot negligently approved, permitted, and allowed the dangerous conditions to exist and continue without correcting them, without suspending the work, and without adequately warning the workers exposed to them, including Mr. Santiesteban.

136. At all times material hereto, the dangerous conditions created, approved, permitted, and/or allowed to continue by Defendant Watterlot, and the dangers and hazards arising therefrom, were not known to Mr. Santiesteban and could not have been discovered by him through the exercise of due care.
137. Defendant Watterlot's foregoing acts, omissions, and breaches, whether considered individually or collectively, directly and proximately caused and/or contributed to cause the Subject Incident and Mr. Santiesteban's resulting injuries, and it was reasonably foreseeable that such acts, omissions, and breaches would result in injury to Mr. Santiesteban.
138. But for one or more of Defendant Watterlot's foregoing breaches, Mr. Santiesteban would not have been injured.
139. As a direct and proximate result of the negligence of Defendant Watterlot, Mr. Santiesteban suffered severe injuries, which have caused, among other things, pain and suffering, disability, disfigurement, scarring, loss of earning capacity, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money in the future, and Mr. Santiesteban has incurred medical expenses in the care and treatment of said injuries. The losses are permanent in nature and Mr. Santiesteban will continue to suffer said losses in the future.

WHEREFORE, Mr. Santiesteban demands judgment for compensatory damages against Defendant Watterlot, together with costs, interest, and any other relief this Court deems appropriate, and further demands trial by jury of all issues triable as of right by a jury.

COUNT VII
NEGLIGENCE
(against Defendant Trujillo)

140. Mr. Santiesteban re-alleges and incorporates by reference the allegations of paragraphs 1 through 73 as if fully set forth herein.
141. At all times material hereto, Defendant Stone Creek hired Defendant JLN to perform construction work at the Subject Property.
142. At all times material hereto, Defendant Trujillo was the president and/or manager of Defendant JLN and performed construction work at the Subject Property in his official capacity as an officer and employee of Defendant JLN.
143. At all times relevant hereto, Defendant Trujillo was employed by Defendant JLN and was acting under this employment relationship at the time of the incident described in this Complaint, including before, at the time of, and after the Subject Incident.
144. At all times material hereto, Defendant Trujillo owed a duty of care to those working at the Subject Property and all persons in the vicinity of his work at the Subject Property, including Mr. Santiesteban, to:
- a. use, direct, supervise, and participate in the use of construction equipment, including excavators, in a safe and prudent manner;
 - b. operate equipment, including the excavator, in a safe, careful, and prudent manner;

- c. utilize and/or operate the excavator only after obtaining the training, instruction, qualifications, experience, and familiarity with its controls, functions, and safety systems necessary to do so safely;
- d. operate the excavator only for purposes for which it was designed, intended, and reasonably suitable, and in accordance with the manufacturer's specifications, instructions, and warnings;
- e. use equipment reasonably designed, intended, and suitable for electrical cable pulling operations;
- f. operate the excavator in accordance with applicable safety regulations, industry standards, and accepted industry practices;
- g. properly inspect and maintain the excavator and its component parts or attachments before and during its use to ensure that they were in safe working condition;
- h. ensure that any and all attachments, components, objects, and/or material affixed to or used with the excavator were suitable, properly attached, and adequately secured;
- i. refrain from exposing Mr. Santiesteban to an unreasonable risk of harm;
- j. maintain a reasonably safe work environment;
- k. not maintain or create a condition at the construction work site at the Subject Property that could be unreasonably dangerous;
- l. use reasonable care in carrying out his work duties and responsibilities;
- m. remain in the operator's cab of the excavator at all times while the boom, arm, bucket, attachment, or component was elevated or unsecured;

- n. properly secure the excavator's systems and lower the arm fully to the ground before exiting the operator's cab;
 - o. lower the excavator's boom, arm, bucket, and any attachment or component to a safe position and engage all applicable safety and lockout controls before exiting the operator's cab;
 - p. maintain a proper lookout and reasonable awareness of the location of all workers in the vicinity of the excavator at all times, including during its operation;
 - q. maintain a safe distance between workers, including Mr. Santiesteban, and the excavator's boom, arm, bucket, attachments, and components;
 - r. take reasonable precautions to prevent the unintended or uncontrolled movement or descent of the excavator's boom, arm, bucket, attachments, and components;
 - s. comply with applicable safety regulations, industry standards, and accepted industry practice for safe excavation activities;
 - t. warn those working at or near the Subject Property, including Mr. Santiesteban, of dangerous conditions created by his operation of the excavator; and
 - u. exercise the degree of care that a reasonably prudent person would exercise under the same or similar circumstances.
145. Defendant Trujillo breached his foregoing duties to Mr. Santiesteban in one or more of the following ways:
- a. failing to use, direct, supervise, and participate in the use of construction equipment, including excavators, in a safe and prudent manner;
 - b. failing to use due care in the operation of the excavator at the Subject Property;
 - c. operating the excavator in an unsafe, careless, and imprudent manner;

- d. operating the excavator in a manner that exposed workers in the vicinity, including Mr. Santiesteban, to an unreasonable risk of harm;
- e. failing to maintain a reasonably safe work environment at the Subject Property;
- f. creating a condition at the construction work site at the Subject Property that was unreasonably dangerous;
- g. utilizing and/or operating the excavator despite not obtaining or possessing the training, instruction, qualifications, experience, and familiarity with its controls, functions, and safety systems necessary to do so safely;
- h. operating the excavator for a purpose for which it was not designed, intended, or reasonably suitable, and in a manner inconsistent with the manufacturer's specifications, instructions, or warnings;
- i. failing to take reasonable precautions to prevent unintended or uncontrolled movement of the excavator or its components and attachments;
- j. using the excavator to perform or assist with electrical cable pulling operations rather than using equipment reasonably designed, intended, and suitable for that work;
- k. operating the excavator in violation of applicable safety regulations, industry standards, or accepted industry practices;
- l. failing to properly inspect or maintain the excavator and its component parts before and during its use to ensure that they were in safe working condition;
- m. failing to ensure that all attachments, components, objects, and/or materials affixed to or used with the excavator were suitable, properly attached, and adequately secured;

- n. failing to maintain a proper lookout or remain aware of the location of Mr. Santiesteban and other workers in the vicinity of the excavator;
- o. positioning or permitting the excavator's boom, arm, bucket, attachments, or components to remain in dangerous proximity to Mr. Santiesteban or other workers;
- p. exiting or abandoning the operator's cab or controls while the excavator's boom, arm, bucket, attachment, or component remained elevated or unsecured;
- q. exiting the operator's cab without first lowering the excavator's boom, arm, bucket, and any attachment or component to a safe position and engaging all applicable safety and lockout controls;
- r. leaving the excavator in an elevated, unattended, or unsecured condition;
- s. failing to provide adequate or timely warnings to Mr. Santiesteban and others concerning dangers created by the operation or use of the excavator;
- t. creating, contributing to, permitting, or maintaining an unreasonably dangerous condition at the Subject Property;
- u. exposing Mr. Santiesteban and others to a foreseeable and unreasonable risk of harm;
- v. failing to exercise the degree of care that a reasonably prudent person would exercise under the same or similar circumstances; and/or
- w. committing such other acts or omissions constituting negligence as may be revealed through discovery.

146. Each of Defendant Trujillo's foregoing acts and omissions, whether considered individually or collectively, created, contributed to, permitted, and/or maintained one or more dangerous conditions at the Subject Property, which dangerous conditions

directly and proximately caused the Subject Incident and Mr. Santiesteban's resulting injuries.

147. At all times material hereto, the dangerous conditions created, contributed to, permitted, and/or maintained by Defendant Trujillo, and the dangers or hazards arising therefrom, were not known to Mr. Santiesteban and could not have been discovered by him through the exercise of due care.
148. Defendant Trujillo knew or reasonably should have known that his acts and omissions in connection with the work being performed at the Subject Property created, contributed to, permitted, and/or maintained one or more dangerous conditions and exposed Mr. Santiesteban and others working at or near the Subject Property to a foreseeable and unreasonable risk of harm.
149. But for one or more of Defendant Trujillo's foregoing breaches, Mr. Santiesteban would not have been injured.
150. As a direct and proximate result of the negligence of Defendant Trujillo, Mr. Santiesteban suffered severe injuries, which have caused, among other things, pain and suffering, disability, disfigurement, scarring, loss of earning capacity, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money in the future, and Mr. Santiesteban has incurred medical expenses in the care and treatment of said injuries. The losses are permanent in nature and Mr. Santiesteban will continue to suffer said losses in the future.

WHEREFORE, Mr. Santiesteban demands judgment for compensatory damages against Defendant Trujillo, together with costs, interest, and any other relief this Court deems appropriate, and further demands trial by jury of all issues triable as of right by a jury.

COUNT VIII
VICARIOUS LIABILITY – DANGEROUS INSTRUMENTALITY
(against Defendant Stone Creek)

151. Mr. Santiesteban re-alleges and incorporates by reference the allegations of paragraphs 1 through 73, 74-86, 87-96, and 140-150 as if fully set forth herein.
152. Florida's dangerous instrumentality doctrine imposes vicarious liability upon one who owns, leases, or holds the right to control a dangerous instrumentality and voluntarily entrusts it—by express or implied consent—to another whose negligent operation of it causes injury. The one who entrusts the instrumentality has a nondelegable obligation to ensure that it is operated safely and the doctrine applies not only to motor vehicles but to other motorized machinery and equipment that is peculiarly dangerous in its operation.
153. At all times material hereto, the subject excavator was a dangerous instrumentality under Florida law. Excavators are self-propelled, engine-powered pieces of heavy construction machinery that can be wheeled conveyances, capable of lifting and suspending heavy loads and of causing death or serious bodily injury to persons in their vicinity. They are of the same character as the cranes, loaders, farm tractors, forklifts, and golf carts that Florida courts have found to be dangerous instrumentalities.
154. At all times material hereto, Defendant Stone Creek was the lessee and/or bailee of the subject excavator; provided, selected, and allocated it for use at the Subject Property;

- determined who was to use it, on which days, and how it was to be utilized; and possessed and exercised the right to control, direct, and supervise its operation and use.
155. At all times material hereto, including on July 12, 2025, Defendant Stone Creek entrusted the subject excavator to Defendant JLN and/or Defendant Trujillo and directed, instructed, permitted, authorized, and approved their use and operation of it in connection with the construction work at the Subject Property, including to perform the electrical cable pull, despite knowing or having reason to know that they lacked the training, certification, qualifications, and experience necessary to use and operate it safely.
156. At all times material hereto, Defendant JLN and/or Defendant Trujillo used and operated the subject excavator negligently, including by using and operating it for a task for which it was neither designed nor intended, without the training, certification, qualifications, and experience necessary to do so safely, and in a manner that endangered workers in its vicinity, and that negligent use and operation directly and proximately caused the Subject Incident and Mr. Santiesteban's injuries.
157. As the lessee, bailee, and/or entity holding the right to control the subject excavator and having voluntarily entrusted its operation to others, Defendant Stone Creek is vicariously liable for the negligent operation of the excavator by those to whom it entrusted the excavator, including Defendant Trujillo and/or Defendant JLN.
158. But for the negligent use and operation of the subject excavator, Mr. Santiesteban would not have been injured.
159. As a direct and proximate result of the negligent use and/or operation of the subject excavator, for which Defendant Stone Creek is vicariously liable under the dangerous

instrumentality doctrine, Mr. Santiesteban suffered severe injuries, which have caused, among other things, pain and suffering, disability, disfigurement, scarring, loss of earning capacity, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money in the future, and Mr. Santiesteban has incurred medical expenses in the care and treatment of said injuries. The losses are permanent in nature and Mr. Santiesteban will continue to suffer said losses in the future.

WHEREFORE, Mr. Santiesteban demands judgment for compensatory damages against Defendant Stone Creek, together with costs, interest, and any other relief this Court deems appropriate, and further demands trial by jury of all issues triable as of right by a jury.

COUNT IX
VICARIOUS LIABILITY
(against Defendant JLN)

160. Mr. Santiesteban re-alleges and incorporates by reference the allegations of paragraphs 1 through 73 and 140-150 as if fully set forth herein.
161. On July 12, 2025, and at all times material hereto, Defendant Trujillo, was an employee of Defendant JLN, who was acting within course and scope of his employment.
162. At all times material hereto, Defendant JLN is and was vicariously liable for the negligent acts and omissions of its officers, employees, agents, apparent agents, and servants, including Defendant Trujillo.
163. At all times material hereto, Defendant Trujillo was employed by Defendant JLN and was acting under this employment relationship at the time of the subject incident described in this Complaint, including on July 12, 2025, and before, at the time of, and after the subject incident.

164. At all times material hereto, Defendant Trujillo's negligent acts and omissions, including each and every negligent act and omission that gave rise to the Subject Incident and Mr. Santiesteban's resulting injuries, were committed in furtherance of, and within the course and scope of his employment and duties with Defendant JLN.
165. Accordingly, Defendant JLN is vicariously liable for the negligent acts and omissions of Defendant Trujillo that were committed in furtherance of, and within the course and scope of his employment and duties with Defendant JLN.
166. But for the negligent acts and omissions of Defendant Trujillo, as set forth herein, Mr. Santiesteban would not have been injured.
167. As a direct and proximate result of the negligent acts and omissions of Defendant Trujillo, for which Defendant JLN is vicariously liable under the doctrine of respondeat superior, Mr. Santiesteban suffered severe injuries, which have caused, among other things, pain and suffering, disability, disfigurement, scarring, loss of earning capacity, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money in the future, and Mr. Santiesteban has incurred medical expenses in the care and treatment of said injuries. The losses are permanent in nature and Mr. Santiesteban will continue to suffer said losses in the future.

WHEREFORE, Mr. Santiesteban demands judgment for compensatory damages against Defendant JLN, together with costs, interest, and any other relief this Court deems appropriate, and further demands trial by jury of all issues triable as of right by a jury.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues triable as of right by a jury.

DATED this 3rd day of September, 2026.

Respectfully submitted,

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David W. Brill, Esq.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 50-2026-CA-001498-XXXX-MB

ANDRES FELIPE CABRERA
POLANIA and DIANA PIEDRAHITA,

Plaintiffs,

v.

LUIS TRUJILLO, JLN REMODELING
SERVICES, INC., and STONE CREEK
RANCH HOMES, LLC,

Defendants.

**DEFENDANT, STONE CREEK RANCH HOMES, LLC'S MOTION TO DISMISS
PLAINTIFFS' COMPLAINT**

Defendant, STONE CREEK RANCH HOMES, LLC ("Stone Creek"), by and through its undersigned counsel and pursuant to Florida Rule of Civil Procedure 1.140(b)(6) hereby moves this Court for an Order dismissing with prejudice Counts III, IV, V, VI, VII, VIII, IX and X of Plaintiffs ANDRES FELIPE CABRERA POLANIA ("Cabrera" or "Plaintiff") and DIANA PIEDRAHITA's ("Piedrahita") (collectively "Plaintiffs") Complaint and in support thereof states as follows:

I. INTRODUCTION

This action arises from an accident at a residential construction site where Plaintiff Cabrera alleges he was injured while performing electrical work when an excavator operated by Co-Defendant Luis Trujillo struck him. Plaintiffs assert against Stone Creek claims for negligence (Count III), vicarious liability (Count IV), dangerous instrumentality (Count V), negligent hiring (Count VI), negligent retention (Count VII), negligent supervision (Count VIII), negligent entrustment (Count IX), and loss of consortium (Count X).

However, the Complaint's own allegations show that Stone Creek was the property owner and developer, that it contracted with Co-Defendant JLN Remodeling Services, Inc. ("JLN") to perform construction-related work, that Trujillo was acting through JLN as the owner of JLN, and that Plaintiff Cabrera was hired to perform electrical work through JLN rather than by Stone Creek. Under Florida law, a property owner or developer generally is not liable for the acts of an independent contractor, and the allegations here affirmatively show that both Trujillo and Cabrera were working through an independent-contractor arrangement, not as Stone Creek employees. Just as importantly, the Complaint does not allege facts showing that Stone Creek exercised the type of control over the manner and means of the work that could support liability, or that Stone Creek itself created or approved the dangerous condition alleged to have caused the accident. For that reason alone all the claims against Stone Creek fail as a matter of law.

Moreover, each count fails for its own pleading deficiencies. Count III fails because the Complaint does not allege ultimate facts establishing any non-delegable duty owed by Stone Creek and instead attempts to impose liability for the manner in which independent contractors performed their work. Count IV fails because vicarious liability cannot be imposed for the acts of independent contractors where, as here, no facts are alleged showing the requisite control or a recognized exception to the general rule. Count V fails because, as alleged, the excavator was construction equipment being used on a construction site and therefore does not fall within the dangerous instrumentality doctrine. Count VI fails because the Complaint alleges no specific, discoverable facts showing Trujillo's alleged unfitness and, in any event, does not allege an employer-employee relationship with Stone Creek. Count VII likewise fails because the Complaint alleges no concrete facts showing Stone Creek learned or should have learned of any disqualifying red flag during Trujillo's engagement. Count VIII fails because negligent supervision requires a duty arising from

an employment or agency relationship, which the Complaint does not and cannot allege on these facts. Count IX fails because the Complaint pleads no specific facts showing Stone Creek had actual or constructive knowledge that Trujillo was incompetent or unfit to operate the excavator. And Count X fails because loss of consortium is purely derivative and cannot survive absent a viable underlying tort claim against Stone Creek. Based on the foregoing, Stone Creek respectfully requests that the Court dismiss Counts III, IV, V, VI, VII, VIII, IX, and X against Stone Creek for failure to state a cause of action.

II. PROCEDURAL BACKGROUND

1. Plaintiffs filed their complaint on February 7, 2026.
2. Plaintiff Cabrera has alleged the following claims against Stone Creek: (1) negligence, (2) vicarious liability, (3) dangerous instrumentality, (4) negligent hiring, (5) negligent retention, (6) negligent supervision, and (7) negligent entrustment.
3. Plaintiff Cabrera has alleged one claim of negligence against Co-Defendant Trujillo.
4. Plaintiff Cabrera has alleged one claim of vicarious liability against Co-Defendant JLN.
5. Plaintiff Diana Piedrahita has alleged a single claim of loss of consortium against all Defendants.

III. FACTUAL BACKGROUND

6. Stone Creek is a Florida limited liability company which is the developer of Stone Creek Ranch Homes, a subdivision of luxury homes. *See* Compl., ¶ 9.
7. Stone Creek is the owner and developer of the property at issue. *Id.* ¶ 10.
8. Co-Defendant Trujillo is the president of his own company, Co-Defendant, JLN, a Florida corporation that “perform[ed] contracting, construction, and remodeling work.” *Id.* at ¶¶ 7, 8, 11,

9. Stone Creek contracted Co-Defendant, JLN Remodeling Services, Inc. (“JLN”) to perform contracting, construction, and remodeling work within the subdivision, Stone Creek Ranch Homes. *See id.* at ¶ 7, 8 11.

10. Co-Defendant Trujillo hired Plaintiff Cabrera to work at the property at issue to perform electrical work. *Id.* at ¶ 12.

11. Stone Creek did not hire or exercise control over Plaintiff Cabrera. *See Id.*

12. Stone Creek exercise control over Co-Defendant Trujillo. *See generally* Compl.

13. Plaintiff was allegedly injured by an excavator operated by Co-Defendant Trujillo while Plaintiff was working at the property at issue. *Id.* at ¶¶ 15-17.

IV. MOTION TO DISMISS STANDARD

A motion to dismiss should be granted when the complaint fails to state a claim upon which relief may be granted. Fla. R. Civ. P. 1.140(b)(6). When evaluating a motion to dismiss, the trial court must confine itself to the four corners of the complaint, accept the allegations of the complaint as true, and construe the allegations in the light most favorable to the plaintiff. *See Hosp. Constructors Ltd. v. Lefor*, 749 So. 2d 546 (Fla. 2d DCA 2000).

V. LAW AND ARGUMENT

A. All of Plaintiff Cabrera’s claims against Stone Creek must be dismissed because Stone Creek is not liable for actions taken by an independent contractor nor an independent contractor’s injuries.

The allegations establish that co-defendant Trujillo and Plaintiff Cabrera were *not* Stone Creek’s employees and Florida law states that developers or property owners are not liable for independent contractors so all of Plaintiff Cabrera’s claims should be dismissed. “Generally, the employer of an independent contractor is not liable for the negligence of the independent contractor because the employer has no control over the manner in which the work is done.” *Stander v.*

Dispoz-O-Products, Inc., 973 So. 2d 603, 604 (Fla. 4th DCA 2008) (internal citation omitted); *see also Abner v. Lyft Fla., Inc.*, 422 So. 3d 1226, 1229 (Fla. 3d DCA 2025) (quoting *Stander* and affirming Lyft was not vicariously liable for a driver's actions since said driver was an independent contractor).

Here, all of Plaintiff Cabrera's claims against Stone Creek are based on Co-Defendant Trujillo's actions and Stone Creek's liability for Trujillo's actions based on a *non-existent* employer-employee relationship between Stone Creek, Trujillo, and Plaintiff Cabrera.

And the Complaint's own allegations show that Co-Defendant Trujillo was an independent contractor because Stone Creek never hired Trujillo. Compl. ¶¶ 7-8, 11. Stone Creek hired JLN to perform construction services, and Trujillo is the owner of JLN. *Id.*; *see Stevens v. Int'l Builders of Fla.*, 207 So. 2d 287, 290 (Fla. 3d DCA 1968) (finding owner of subcontracting company hired by general contractor was an independent contractor). The allegations also show that Plaintiff Cabrera was an independent contractor since JLN hired Cabrera to work on the property at issue *not* Stone Creek. Compl. ¶¶ 8, 12.

And the Complaint is devoid of any factual allegations showing that Stone Creek had direct control over Trujillo or Cabrera or that Stone Creek created the dangerous condition complained of. *See Cecile Resort v. Hokanson*, 729 So. 2d 446, 448 (Fla. 5th DCA 1999) ("To impose liability upon an owner who is not an employer as defined by the statute [workers' compensation law], one or more specific identifiable acts of negligence, i.e., acts either negligently creating or negligently approving the dangerous condition resulting in the injury or death to the employee, must be established."); *see also Armenteros v. Baptist Hosp.*, 714 So. 2d 518, 521 (Fla. 3d DCA 1998) (holding that an owner's right to inspect work for conformance with the contract does not change the owner from a passive nonparticipant to an active participant in the construction).

So, Counts III, IV, V, VI, VII, VIII, and IX against Stone Creek must be dismissed because, as a matter of law, Stone Creek is not responsible for Co-Defendant Trujillo's actions nor Plaintiff Cabrera's injuries since Trujillo was the owner of co-Defendant JLN and worked as independent contractor, and Plaintiff Cabrera was an independent contractor hired by JLN.

B. Count III for negligence requires dismissal because Plaintiff Cabrera has failed to identify any legal basis for the existence of a non-delegable duty.

Count III fails as a matter of law because Plaintiff Cabrera has failed to allege any factual basis for the existence of a non-delegable duty to support its negligence claim against Stone Creek. Under Florida law, the non-delegable duty doctrine is narrow and typically applies in limited circumstances (e.g., duties imposed by statute, inherently dangerous activities, or certain landowner-invitee relationships). *See Publix Super Mkts., Inc. v. Safonte*, 388 So. 3d 32, 37 (Fla. 4th DCA 2024).

However, the Complaint does not allege facts sufficient to bring this case within any recognized category. The Plaintiff was not a business invitee in the traditional sense — he was a worker on a construction site performing electrical work for pay which was retained to perform that work by a subcontractor. *See* Compl., ¶ 12. So, Plaintiffs' allegations are conclusory and fail to satisfy the pleading requirements of Florida Rule of Civil Procedure 1.110(b). Accordingly, Count III for negligence should be dismissed because there are no facts alleged to support the existence of a non-delegable duty.

C. Count V for dangerous instrumentality fails as a matter of law because an excavator used on a construction site does not fall within the dangerous instrumentality doctrine.

The dangerous instrumentality claim fails as a matter of law because an excavator being used on a construction site does not qualify as a dangerous instrumentality. In Florida, construction equipment used for construction “does not fall within the dangerous instrumentality doctrine”

when the equipment “did not pose a sufficient danger to the public, was generally fenced and not exposed to the general public, and was not used as a motor vehicle or commonly found on the highways at the time of the accident.” *N. Tr. Bank, N.A. v. Constr. Equip. Int'l, Inc.*, 587 So. 2d 502, 504 (Fla. 3d DCA 1991) (finding that a construction crane did “not fall within the dangerous instrumentality doctrine because the crane was in use for construction, did not pose a sufficient danger to the public, was generally fenced and not exposed to the general public, and was not used as a motor vehicle or commonly found on the highways at the time of the accident.”).

Here, the allegations show that the excavator was used on a construction site when it allegedly injured Plaintiff Cabrera. Compl. ¶¶ 15-16. There are no allegations that the excavator was not being used for construction. And there are no allegations that the excavator posed any danger to the public nor that it was used as a motor vehicle or commonly found on the highways at the time of the accident. *See generally id.*

So, the Court should follow the guidance of *N. Tr. Bank, N.A. v. Constr. Equip. Int'l, Inc.*, and find that the dangerous instrumentality claim fails as a matter of law because as alleged the excavator was not a dangerous instrumentality and dismiss said claim.

D. Count VI for negligent hiring must be dismissed because the Complaint fails to allege any specific facts showing Trujillo’s unfitness or Stone Creek’s knowledge thereof, and the allegations show that Trujillo had no employer employee relationship with Stone Creek.

Count VI for negligent hiring should be dismissed because Plaintiff Cabrera does not allege any specific facts showing that Trujillo was unfit for the work or that any such facts would have been discovered through the investigation Plaintiff Cabrera claims Stone Creek should have performed. The allegations also establish that Trujillo was not Stone Creek’s employee, but rather an independent contractor working through his own company, JLN. “To bring a prima facie case for negligent hiring, a plaintiff must demonstrate that: (1) the employer was required to make an

appropriate investigation of the employee and failed to do so; (2) an appropriate investigation would have revealed the unsuitability of the employee for the particular duty to be performed or for employment in general; and (3) it was unreasonable for the employer to hire the employee in light of the information he knew or should have known.” *Malicki v. Doe*, 814 So. 2d 347, 362 (Fla. 2002).

Under Florida law, a claim for negligent hiring requires the plaintiff to allege that the employer knew or should have known of the employee’s unfitness based on specific, discoverable facts. *See Id.* Count VI fails to satisfy this standard in several critical respects. The Complaint does not identify any specific fact that a background check or investigation would have uncovered. It does not allege that Trujillo lacked any particular license or certification. It does not allege that Trujillo had a criminal record, disciplinary history, or any prior history of accidents, injuries or incompetence involving heavy equipment. It does not allege any concrete, discoverable fact constituting his “unsuitability.” The allegation that an investigation “would have revealed” Trujillo’s unsuitability is a naked conclusion without any supporting factual content, warranting dismissal.

Count VI alleges that if Stone Creek had conducted such an investigation, “it would have revealed the unsuitability of Trujillo for the particular duties he was engaged to perform” it does not contain any factual allegations as to what would have been revealed through such an investigation that would have made Trujillo unfit to operate the excavator. *See Compl.*, ¶¶ 51-52. Moreover, as argued above, the Complaint’s own allegations establish that Trujillo was an independent contractor – the president of his own corporation engaged to perform contracting work. A negligent hiring claim presupposes an employer-employee relationship. Where the alleged tortfeasor is an independent contractor, a negligent hiring claim does not stand.

So, Count VI for negligent hiring fails to state a claim and should be dismissed because Plaintiff has failed to plead sufficient facts support a claim of negligent hiring, and the Complaint's own allegations show that no employer-employee relationship existed because Co-Defendant Trujillo and Plaintiff Cabrera worked for a separate company as independent contractors.

E. Count VII for negligent retention should be dismissed for the same deficiencies as Count VI for negligent hiring.

Count VII for negligent retention suffers from the same fatal deficiencies as Count VI. The Complaint does not identify any information that Stone Creek actually learned or should have learned during the engagement. A negligent retention claim requires the plaintiff to allege that the employer received or should have received specific information during the course of the employment relationship indicating the employee's unfitness. *Tercier v. Univ. of Mia., Inc.*, 383 So. 3d 847, 853 (Fla. 3d DCA 2023) ("the plaintiff must show: (1) the employer became aware or should have become aware that the subject employee was 'unfit,' and (2) the employer failed to take further action, e.g., investigation, discharge, reassignment."). The Complaint provides no such factual predicate and instead relies on circular reasoning: Stone Creek should have investigated, which would have revealed unfitness.

Count VII alleges that during the tenure of Trujillo's engagement, Stone Creek "knew, or upon proper diligence, should have become aware of information that would lead a reasonable person to believe that Trujillo was unsuitable for employment in the capacity for which he was retained, including operating an excavator." *See* Compl., ¶ 58. It further alleges Stone Creek "should have performed an appropriate and/or further investigation at that point in time which would have revealed the unsuitability of Trujillo." *Id.* at ¶ 59.

It does not allege any incident, complaint, near-miss, observable conduct, or other red flag that would have put a reasonable person on notice of Trujillo's unfitness. The phrase "knew, or upon

proper diligence, should have become aware of information” is a formulaic recitation of the legal standard, devoid of any factual content. This is precisely the type of conclusory allegation that is insufficient under Florida’s pleading standards. So, Count VII should be dismissed.

F. The complaint does not properly allege an employer relationship and therefore, count VIII for negligent supervision requires dismissal.

Count VIII for negligent supervision fails because, as argued above, a duty to supervise arises only in the context of an employer-employee or principal-agent relationship, and the Complaint’s own allegations establish that both co-defendant Trujillo and Plaintiff Cabrera were retained by Co-Defendant JLN. Absent an employer-employee relationship, Stone Creek owed no duty to supervise the manner and means of Trujillo’s work. *Miami v. Perez*, 509 So. 2d 343 (Fla. 3d DCA 1987) (finding property owner was not liable for independent contractor’s injuries).

G. Count IX for negligent entrustment must be dismissed because it fails to allege knowledge of incompetence.

Count IX for negligent entrustment fails to allege any specific facts showing that Stone Creek had actual or constructive knowledge of Trujillo’s inability to safely operate the excavator at the time the equipment was provided to him, and thus requires dismissal. The allegation that Stone Creek “could have and should have” investigated Trujillo is not an allegation of knowledge – it is an allegation that Stone Creek failed to acquire knowledge, which is legally insufficient to support a negligent entrustment claim.

Under Florida law, a negligent entrustment claim requires the plaintiff to allege that the entrustor knew or should have known that the person to whom the instrumentality was entrusted was incompetent, inexperienced, or reckless in its use. *Mullins v. Harrell*, 490 So. 2d 1338, 1340 (Fla. 5th DCA 1986) (“The negligent entrustment theory requires a showing that the entrustor

knew or should have known some reason why entrusting the item to another was foolish or negligent”).

Count IX alleges that Stone Creek negligently entrusted the excavator to Trujillo. Specifically, the Complaint alleges that Stone Creek “could have and should have performed an investigation of [Trujillo]” and that such an investigation “would have discovered that he was unsuitable to carry out the duties assigned to him, including operating an excavator.” *See* Compl., ¶ 73-76. It further alleges that Stone Creek “knew or should have known that entrusting [Trujillo] with the excavator could foreseeably cause harm.” *Id.* However, these conclusory allegations are insufficient to meet the requirements of a negligent entrustment claim, so Count IX requires dismissal.

H. Count X must be dismissed because it is a derivative claim and the underlying torts require dismissal.

Count X asserts a claim for loss of consortium on behalf of Plaintiff Diana Piedrahita, Plaintiff Cabrera’s spouse. Under Florida law, a loss of consortium claim is entirely derivative of the injured spouse’s underlying tort claims. *See Gates v. Foley*, 247 So. 2d 40, 45 (Fla. 1971). Because the consortium claim depends entirely on the viability of the substantive tort claims asserted against Stone Creek in Counts III, IV, V, VI, VII, VIII, and IX, the required dismissal of those counts necessarily requires dismissal of Count X as well.

VI. CONCLUSION

For the foregoing reasons, Defendant, STONE CREEK RANCH HOMES, LLC respectfully requests that this Court enter an Order granting this Motion to Dismiss and dismissing with prejudice Counts III, IV, V, VI, VII, VIII, IX and X of Plaintiffs, ANDRES FELIPE CABRERA POLANIA and DIANA PIEDRAHITA’s Complaint for failure to state a cause of action and providing any other relief as this Court deems just and proper.

Dated: April 6, 2026.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 6, 2026, I electronically filed the foregoing with the Clerk of Court via the Florida Courts E-Filing Portal and, a true and correct copy of the foregoing was also served via e-mail on all parties on the Service List below.

By: /s/ Marcus A. Nielsen

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NOT A CERTIFIED COPY

FORM R405-2023

Steven Kennedy/H

ENERGY PERFORMANCE LEVEL (EPL) DISPLAY CARD

ESTIMATED ENERGY PERFORMANCE INDEX* = 64

The lower the EnergyPerformance Index, the more efficient the home.

Lot-13 @ Stonecreek Ranch, Delray Beach, FL, 33446

1. New construction or existing	New (From Plans)	10. Wall Types(24094.0 sqft.)	
2. Single family or multiple family	Detached	a. Concrete Block - Int Insul, Exter	1122.50 ft ²
3. Number of units, if multiple family	1	b. Concrete Block - Int Insul, Adjacent	1215.00 ft ²
4. Number of Bedrooms	7	c. N/A	
5. Is this a worst case?	No	d. N/A	
6. Conditioned floor area above grade (ft ²)	23118	11. Ceiling Types(23118.0 sqft.)	
Conditioned floor area below grade (ft ²)	0	a. Single assembly, with (Unvented)	R=0.023118.00 ft ²
7. Windows**	Description	b. N/A	
a. U-Factor:	Sgl, U=1.02	c. N/A	
SHGC:	SHGC=0.34	12. Roof(Concrete, Unvent)	Deck R=30.0 23198 ft ²
b. U-Factor:	N/A		R
SHGC:	N/A	13. Ducts, location & insulation level	6 2312
c. U-Factor:	N/A	a. Sup: Attic, Ret: Attic, AH: 1st Floor	6 2312
SHGC:	N/A	b. Sup: Attic, Ret: Attic, AH: 1st Floor	6 2312
Area Weighted Average Overhang Depth:	13.807 ft	c.	
Area Weighted Average SHGC:	0.340	14. Cooling Systems	kBtu/hr Efficiency
8. Skylights	Description	a. Central Unit	277.5 SEER2:19.40
U-Factor:(AVG)	N/A	b. Central Unit	265.1 SEER2:19.79
SHGC:(AVG):	N/A	15. Heating Systems	kBtu/hr Efficiency
9. Floor Types	Insulation	a. Electric Heat Pump	272.5 HSPF2:9.00
a. Slab-On-Grade Edge Insulation	R= 0.0 23118.00 ft ²	b. Electric Heat Pump	263.0 HSPF2:9.14
b. N/A	R= ft ²	16. Hot Water Systems	
c. N/A	R= ft ²	a. Natural GasTankless	Cap: 1 gallons
			EF: 0.960
		b. Conservation features	None
			Pstat
		17. Credits	

I certify that this home has complied with the Florida Energy Efficiency Code for Building Construction through the above energy saving features which will be installed (or exceeded) in this home before final inspection. Otherwise, a new EPL Display Card will be completed based on installed Code compliant features.

Builder Signature:

Date:

Address of New Home: Lot-13 @ Stonecreek Ranch

City/FL Zip: Delray Beach, FL, 33446



*Note: This is not a Building Energy Rating. If your Index is below 70, your home may qualify for energy efficient mortgage (EEM) incentives if you obtain a Florida Energy Rating. For information about the Florida Building Code, Energy Conservation, contact the Florida Building Commission's support staff.

**Label required by Section R303.1.3 of the Florida Building Code, Energy Conservation, if not DEFAULT.