

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

BRIGHTLINE TRAINS,)	
FLORIDA, LLC)	
)	CIVIL ACTION NO.:
Plaintiff,)	
)	
vs.)	
)	
VAHRAM KHOJOVAN)	
and STARLINE TRANSPORT, LLC,)	<u>Plaintiff Demands a Jury Trial</u>
an Ohio corporation,)	
)	
Defendants.)	
_____)	

COMPLAINT

Plaintiff, Brightline Trains Florida, LLC (“Brightline”), by and through its counsel, sues Defendants, Vahran Khojovan (“Khojovan”) and Starline Transport, Inc. (“Starline”) and alleges:

JURISDICTION AND VENUE

1. Brightline is a limited liability corporation organized and existing under the laws of the state of Florida with its principal place of business located in Miami, Florida.
2. Khojovan is an individual residing in Valley Stream, New York.
3. Starline is a commercial motor vehicle carrier organized and existing under the laws of the state of Ohio with its principal place of business located in Cleveland, Ohio.

4. Upon information and belief, the sole shareholder of Starline is Aaron Schneiderman who resides in Euclid, Ohio.

5. Jurisdiction and venue in this Court is proper with respect to Starline and Khojovan is proper as the accident which forms the subject matter of this Complaint occurred in Lantana, Florida and Khojovan and Starline operated a commercial motor vehicle in Florida resulting in the accident which forms the subject matter of this lawsuit.

6. The amount in controversy exceeds \$50,000, exclusive of interest, costs and attorneys' fees.

FACTUAL BACKGROUND

7. On May 5, 2022, Khojovan was working as an owner-operator, employee and/or agent of for Starline. At approximately, 6:00 p.m., Khojovan was operating a 2000 Freightliner tractor connected to a 2014 car carrier trailer loaded with seven motor vehicles westbound at the rail-highway grade crossing located at Pine Street near Dixie Highway in Lantana, Florida.

8. On May 5, 2022, Khojovan held a commercial driver's license and was working as a professional truck driver.

9. At the time and place set forth above, Khojovan negligently caused the semi-tractor and trailer he was operating to stop upon the tracks at the Pine Street Crossing.

10. At the time and place set forth above, a Brightline passenger train approached the Pine Crossing.

11. Despite using their best efforts, the train crew was unable to stop the Brightline train in advance of the car carrier trailer stopped at the Pine Street Crossing and the Brightline train violently struck the car carrier trailer resulting in significant damage to the train.

COUNT ONE
(Motor Vehicle Negligence against all Defendants)

12. Plaintiff re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 11 above as if fully set forth herein.

13. Khojovan acting within the course and scope of his employment with Starline owed a general duty of care to operate his commercial motor vehicle in a reasonable and prudent manner.

14. Defendants breached their duty of care by engaging in the following non-exclusive acts of negligence.

- a. Failing to operate a commercial motor vehicle in a reasonable manner so that it stopped on active railroad tracks at the Pine Street Crossing;
- b. Operating a commercial motor vehicle in violation of 49 CFR §392.11 by failing to stop before reaching the nearest rail of the Pine Street Crossing;
- c. Operating a commercial motor vehicle in violation of 49 CFR §392.12 by driving onto the Pine Street Crossing without having sufficient space to drive completely through the crossing without stopping;
- d. Operating a commercial motor vehicle in violation of Florida Statutes, §316.1576 by driving onto the Pine Street Crossing without having sufficient space to drive completely through the crossing without stopping and/or operating a vehicle that did not have sufficient undercarriage clearance to drive completely through the crossing without stopping;

- e. Violating the provisions of the Florida Commercial Driver's Handbook, §1.3.5 by failing to have sufficient space to drive completely through the Pine Street Crossing without stopping;
- f. Operating a commercial motor vehicle without proper authorization in the state of Florida.

15. As a proximate result of Defendants' negligence, Plaintiff sustained non-personal injury damages, including property damage, clean-up costs, delay damages and the loss of use of its property.

WHEREFORE, Plaintiff, Brightline Trains Florida, LLC demands judgment against Defendants, Khojovan and Starline for damages, together with the costs of this action.

COUNT TWO
(Negligent Maintenance, Hiring, Training and Supervision
Against Defendant, Starline Only)

16. Plaintiff re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 11 above as if fully set forth herein.

17. Starline had a duty to exercise reasonable care in the inspection, maintenance and operation of the commercial truck and car carrier referenced above.

18. Starline also had a duty to exercise reasonable care in the hiring, supervision and training of Khojovan.

19. Starline breached its duty of care by engaging in the following non-exclusive acts of negligence.

- a. Failing to properly maintain the subject freight truck and trailer in a safe condition;

- b. Failing to conduct proper and timely inspection and repair of the subject freight truck and trailer, including the undercarriage clearance;
- c. Failing to comply with the industry standards for undercarriage clearance;
- d. Failing to ensure that the subject freight truck and trailer would be capable of passing over train tracks without getting stuck;
- e. Operating an unauthorized commercial motor vehicle;
- f. Failing to train Khojovan regarding proper operating policies and procedures with regard to driving and operating the subject freight truck and trailer;
- g. Failing to train Khojovan to avoid crossing over "hump crossings", which are road/rail intersections in which the road surface profile across the rail tracks may pose a risk to low-grade clearance vehicles becoming stuck on the tracks.
- h. Failing to train Khojovan on the proper operating procedures on what to do if the subject freight truck and trailer were to become stuck on train tracks;
- i. Failing to train Khojovan not to cross train tracks at areas that were not safe for trucks and trailers to cross.
- j. Hiring and/or retaining Khojovan to operate and drive the subject freight truck and trailer although they were aware, or in the exercise of reasonable care, should have been aware that Khojovan was unfit to perform the job duties;
- k. Hiring and/or retaining Khojovan to operate and drive the subject freight truck and trailer although they were aware, or in the exercise of reasonable care, should have been aware that Khojovan was not sufficiently experienced to operate and drive the subject freight truck and trailer over the subject train tracks with the weather conditions present at the time of the accident.

- l. Hiring and/or retaining Khojovan after learning that Khojovan was operating the subject freight truck and trailer in an area where trucks were not permitted to cross the train tracks in Lantana, Florida.
- m. Failing to perform a thorough and proper background check on Khojovan;
- n. Failing to properly determine whether Khojovan was qualified, fit, and experienced enough to operate the subject freight truck and trailer; and
- o. Failing to conduct an adequate investigation of Khojovan's driving history and experience driving freight trucks and trailers.

WHEREFORE, Plaintiff, Brightline Trains Florida, LLC demands judgment against Defendants, Khojovan and Starline for damages, together with the costs of this action.

This 11th day of December, 2025.

**MILTON, LEACH, WHITMAN,
D'ANDREA, ESLINGER, COLLINS &
CLOSE, P.A.**

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