

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

GENERAL JURISDICTION

CASE NO.:

OSCAR JAVIER GRANADA GONZALEZ,
and GLORIA MUNOZ GRISALES,

Plaintiffs,

v.

STRATICON, LLC,
CAN-AM ELECTRIC, LLC, and
L&D CONTRACTOR ELECTRICAL CORP.,

Defendants.

COMPLAINT

The Plaintiffs, OSCAR JAVIER GRANADA GONZALEZ and GLORIA MUNOZ GRISALES, hereby sue the Defendants, STRATICON, LLC, CAN-AM ELECTRIC, LLC, L&D CONTRACTOR ELECTRICAL CORP., and allege as follows:

GENERAL ALLEGATIONS

A. Jurisdictional Allegations, Identification of Parties, and Venue

1. This is an action for damages in excess of the jurisdictional limits for this Court, exclusive of interest and costs.
2. At all times material, the Plaintiffs were legally married, residents of Palm Beach County, Florida, and *sui juris*.

3. At all times material, the Defendant, STRATICON, LLC, was a Florida Limited Liability Company with a principal place of business located at 501 Fairway Dr., Deerfield Beach, Florida 33441.

4. At all times material, the Defendant, STRATICON, LLC, was engaged in the business of construction management and general contracting, including the supervision, coordination, and control of construction projects and jobsites in Florida.

5. At all times material, the Defendant, STRATICON, LLC, held itself out as a full-service construction company responsible for project planning, jobsite coordination, safety oversight, and the supervision of subcontractors performing work at its projects.

6. At all times material, the Defendant, STRATICON, LLC, exercised control over a jobsite where the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was asked to perform electrical work, including the sequencing of work, the equipment made available for use, and the safety conditions under which the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, and others on the jobsite were required to perform their work.

7. At all times material, the Defendant, STRATICON, LLC, had the authority, power, and responsibility to implement and enforce safety measures and protocols at the jobsite where the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was working and to ensure that work was performed in a reasonably safe manner.

8. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, was a Florida Limited Liability Company with a principal place of business located at 501 Fairway Dr., Deerfield Beach, Florida 33441.

9. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, provided commercial electrical services to general contractors, developers, and owners across Florida, including but not limited to the other Defendants in this case.

10. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, held itself out as capable of providing installation, management, and supervision of electrical systems and related services.

11. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., was a Florida Profit Company with a principal place of business located at 1417 S. Deerfield Ave., Deerfield Beach, Florida 33441.

12. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., was an active electrical contracting entity providing electrical contracting and related services on construction projects in Florida, including performing electrical work, installations, supervision, field coordination, and related electrical construction activities.

13. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., held itself out as an electrical contractor responsible for supplying labor, materials, tools, and personnel to perform electrical work at the jobsite where the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was injured.

14. Venue is appropriate in Palm Beach County, Florida pursuant to Fla. Stat. § 47.011.

B. General Facts Giving Rise to the Plaintiff's Injuries

15. The Defendants requested, directed, and authorized the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform electrical work at their jobsite, including but not limited to the installation of electrical conduit in the ceiling at elevated heights.

16. On November 13, 2025, the Defendants undertook and chose to provide and supply the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, with an A-frame ladder, and did in fact provide the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, with an A-frame ladder, in order to perform that electrical work, despite knowing or having reason to know that the work required sustained overhead labor at a height that posed a foreseeable risk of falling.

17. At all times material, the Defendants owned, operated, controlled, managed, and/or were responsible for the jobsite where the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was working.

18. At all times material, the Defendants retained control over the safety conditions, equipment, jobsite access, methods, and sequencing of the work being performed at the jobsite.

19. The Defendants failed to provide the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, with appropriate and reasonably necessary safety equipment for electrical work at elevated heights, including but not limited to lifts, scaffolding, harnesses, lanyards, anchorage points, guardrails, or other fall-protection devices, despite the foreseeable risk of serious injury associated with working at height.

20. The Defendants knew or should have known that requiring the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform ceiling-level electrical work from an A-frame ladder, without proper fall protection, safer alternative equipment, or an assistant to secure the ladder, created an unreasonably dangerous condition and violated applicable safety standards, industry practices, and accepted construction safety protocols.

21. While the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was performing the electrical work assigned to him by the Defendants, the Plaintiff, OSCAR JAVIER GRANADA

GONZALEZ, fell from the ladder due to the unsafe and hazardous work environment and suffered severe and permanent injuries.

22. At all times material, the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was performing his assigned work in the manner directed and under the conditions created by the Defendants.

23. At all times material, the Defendants were not the direct employer of the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, and did not provide workers' compensation benefits to the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ. Instead, the Defendants owned, operated, controlled, and/or managed the jobsite where the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was working and exercised active control over the work environment, safety conditions, and equipment made available to workers at the site.

24. At no time did the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, enter into any contract of hire, express or implied, with any Defendant, nor did any Defendant place the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, on payroll, withhold taxes, provide benefits, or secure workers' compensation coverage on his behalf.

25. At all times material hereto, the Defendants engaged in conduct that they knew, based on prior experience, prior similar accidents, industry standards, and applicable safety regulations, was virtually certain to result in serious injury or death to the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, when they knowingly requested, directed, and authorized the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform ceiling-level electrical work at elevated heights while intentionally failing to provide appropriate and reasonably necessary safety equipment, including but not limited to lifts, scaffolding, harnesses, lanyards, anchorage points, guardrails, an assistant to secure the ladder, or other fall-protection devices.

26. At all times material, the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was not aware of the risk associated with the work the Defendants directed him to perform because the danger was not apparent and the Defendants deliberately concealed or misrepresented the danger so as to prevent the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from exercising informed judgment about whether to perform the work.

27. Defendants knew that requiring elevated electrical work to be performed from an A-frame ladder alone, without fall protection or safer alternative equipment, or an assistant to secure the ladder, created an extreme and unavoidable risk of falling, yet deliberately proceeded despite the near-certainty of harm and despite such conduct violating OSHA regulations governing work at height and ladder safety, including but not limited to 29 C.F.R. §§ 1926.1053 and 1926.501.

28. At all times material, the Defendants intentionally concealed, misrepresented, or failed to disclose the dangerous nature of the work conditions and the absence of required fall-protection measures, with the purpose and effect of preventing the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from appreciating the severity of the risk and from making an informed decision regarding whether to perform the work, thereby exposing the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to a hazard which the Defendants knew was virtually certain to cause serious injury.

29. The Defendants never provided the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, with any money, compensation, benefits, or other remuneration for the performance of any work he performed.

COUNT I
NEGLIGENCE ACTION AGAINST STRATICON, LLC

30. The Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, realleges and incorporates herein the allegations made at paragraphs 1-29 above.

31. At all times material, the Defendant, STRATICON, LLC, had a nondelegable duty to exercise reasonable care in maintaining a safe jobsite and in providing reasonably safe equipment, tools, and methods for the work the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was directed to perform.

32. At all times material, the Defendant, STRATICON, LLC, had a nondelegable duty to furnish a workplace that was reasonably free from hazards, including the foreseeable risk of falls associated with elevated electrical work, and to take reasonable steps to protect the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from such hazards.

33. By retaining control over the jobsite, the sequencing of work, and the safety conditions under which the work was performed, the Defendant, STRATICON, LLC, owed the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, a nondelegable duty to implement and enforce appropriate safety measures, including the provision of proper fall protection and safer alternative equipment.

34. At all times material, the Defendant, STRATICON, LLC, had a nondelegable duty to protect the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from foreseeable risks of harm, including the known and obvious risk of falls associated with ceiling-level electrical work, where it knew or reasonably should have known that the work could not be safely performed using an A-frame ladder alone.

35. At all times material, the Defendant, STRATICON, LLC, had a nondelegable duty to warn of, correct, or guard against dangerous conditions at the jobsite that it knew or reasonably

should have known posed an unreasonable risk of harm to workers, such as the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, performing overhead work.

36. At all times material, the Defendant, STRATICON, LLC, had a nondelegable duty to comply with applicable safety regulations, industry standards, and accepted construction safety practices governing work at height, including the duty to provide appropriate fall-protection measures when elevated work was required.

37. At all times material, the Defendant, STRATICON, LLC, had a nondelegable duty to refrain from directing or permitting the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform work in an unreasonably dangerous manner, including requiring ceiling-level electrical work to be performed from an A-frame ladder without adequate fall protection or safer alternative equipment.

38. The Defendant, STRATICON, LLC, through the negligent acts and omissions of its agents, servants, employees, officers, or managers, breached its legal duties by committing one or more of the following negligent acts or omissions:

- a. Failing to provide a reasonably safe place to work for individuals, such as the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, performing elevated electrical work;
- b. Failing to provide the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, with appropriate and reasonably safe equipment for ceiling-level electrical work, including but not limited to lifts, scaffolding, harnesses, lanyards, anchorage points, guardrails, or other fall-protection devices, or other safer alternatives to an A-frame ladder;
- c. Supplying an A-frame ladder to the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, for work that it knew or should have known could not be safely performed from such equipment due to the height, duration, and nature of the work;
- d. Failing to provide an assistant to hold or secure the A-frame ladder while the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was performing elevated electrical work;

- e. Failing to provide required or appropriate fall-protection equipment, including harnesses, lanyards, anchorage points, guardrails, or other fall-arrest systems;
- f. Failing to implement, enforce, or follow reasonable safety procedures and protocols for work performed at elevation;
- g. Failing to comply with applicable safety regulations, including OSHA standards governing ladder use and fall protection, including but not limited to 29 C.F.R. §§ 1926.1053 and 1926.501;
- h. Actively creating, approving, and maintaining an unreasonably dangerous condition on its jobsite by directing or permitting the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform ceiling-level work without adequate safety measures;
- i. Retaining control over the jobsite, equipment, and safety conditions, while failing to exercise such control in a reasonably prudent manner;
- j. Failing to conduct a reasonable hazard assessment or job safety analysis before requiring the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform elevated electrical work;
- k. Failing to warn the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, of the dangers associated with performing ceiling-level electrical work using inadequate equipment;
- l. Failing to provide proper supervision or safety oversight for elevated work activities;
- m. Failing to ensure that work at height was performed in accordance with accepted industry standards and practices;
- n. Failing to correct or mitigate known or reasonably foreseeable hazards associated with working from a ladder at elevation;
- o. Allowing or requiring the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform work under time pressures or conditions that increased the risk of falling;
- p. Failing to stop work or provide alternative equipment once it was or should have been apparent that the work could not be safely completed using an A-frame ladder;
- q. Failing to maintain a reasonably safe jobsite free from conditions that increased the risk of falls;

- r. Violating safety standards and regulations enacted to protect workers such as Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from the type of harm suffered in this incident, constituting negligence per se or, alternatively, evidence of negligence;
- s. Failing to exercise reasonable care under the circumstances to protect the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from foreseeable harm; and
- t. Negligently hiring, contracting, retaining, and supervising one or more subcontractors, including but not limited to the other Defendants in this case, which it knew or reasonably should have known lacked adequate safety procedures, competence, supervision, training, personnel, safety equipment, or safety standards.

39. As a direct and proximate result of the negligence of the Defendant, STRATICON, LLC, the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, suffered bodily injury and resulting pain and suffering, disability, disfigurement, physical impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care, and treatment, lost earnings, loss of ability to earn money, and/or aggravation of previously existing conditions. All of these losses are either permanent or continuing in nature and the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, will continue to suffer such losses in the future.

40. At all times material, the Defendant, STRATICON, LLC, was required to comply with applicable federal and state safety regulations, including but not limited to OSHA regulations governing work at height and ladder safety, including 29 C.F.R. §§ 1926.1053 and 1926.501, which were enacted to protect workers such as the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from the type of harm suffered in this incident.

41. At all times material, the Defendant, STRATICON, LLC, violated the above-referenced safety regulations and applicable industry safety standards which constitutes negligence per se, or, alternatively, evidence of negligence, in that such regulations establish

minimum safety requirements for elevated work and fall protection on construction sites.

42. The injuries suffered by the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, were the direct, proximate, and foreseeable result of the risks these safety regulations were intended to prevent, including the risk of falls from elevation due to inadequate equipment and lack of fall protection.

WHEREFORE, the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, hereby demands judgment against the Defendant, STRATICON, LLC, for compensatory damages, and for the litigation costs incurred in the prosecution of this case, pre-judgment interest, post-judgment interest, and attorneys' fees to the extent the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, becomes entitled to such costs, interest, or fees by operation of law. The Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, hereby demands a trial by jury of all issues triable as a matter of right by a jury.

COUNT II
LOSS OF CONSORTIUM CLAIM AGAINST STRATICON, LLC

43. The Plaintiff, GLORIA MUNOZ GRISALES, realleges and incorporates herein the allegations made at paragraphs 1-29 and 31-42 above.

44. As a direct and proximate result of the loss, injury, and harm to the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, the Plaintiff, GLORIA MUNOZ GRISALES, has been deprived of the solace, care, companionship, support, services, comfort, society, attentions, conjugal life, fellowship, and assistance of her husband, OSCAR JAVIER GRANADA GONZALEZ. All of her losses are either permanent or continuing in nature and the Plaintiff, GLORIA MUNOZ GRISALES, will continue to suffer such losses in the future.

WHEREFORE, the Plaintiff, GLORIA MUNOZ GRISALES, hereby demands judgment against the Defendant, STRATICON, LLC, for compensatory damages, and for the litigation costs incurred in the prosecution of this case, pre-judgment interest, post-judgment interest, and attorneys' fees to the extent the Plaintiff, GLORIA MUNOZ GRISALES, becomes entitled to such costs, interest, or fees by operation of law. The Plaintiff, GLORIA MUNOZ GRISALES, hereby demands a trial by jury of all issues triable as a matter of right by a jury.

COUNT III
NEGLIGENCE ACTION AGAINST CAN-AM ELECTRIC, LLC

45. The Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, realleges and incorporates herein the allegations made at paragraphs 1-29 above.

46. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, had a nondelegable duty to exercise reasonable care in maintaining a safe jobsite and in providing reasonably safe equipment, tools, and methods for the work the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was directed to perform.

47. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, had a nondelegable duty to furnish a workplace that was reasonably free from hazards, including the foreseeable risk of falls associated with elevated electrical work, and to take reasonable steps to protect the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from such hazards.

48. By retaining control over the jobsite, the sequencing of work, and the safety conditions under which the work was performed, the Defendant, CAN-AM ELECTRIC, LLC, owed the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, a nondelegable duty to implement and enforce appropriate safety measures, including the provision of proper fall protection and safer alternative equipment.

49. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, had a nondelegable duty to protect the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from foreseeable risks of harm, including the known and obvious risk of falls associated with ceiling-level electrical work, where it knew or reasonably should have known that the work could not be safely performed using an A-frame ladder alone.

50. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, had a nondelegable duty to warn of, correct, or guard against dangerous conditions at the jobsite that it knew or reasonably should have known posed an unreasonable risk of harm to workers, such as the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, performing overhead work.

51. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, had a nondelegable duty to comply with applicable safety regulations, industry standards, and accepted construction safety practices governing work at height, including the duty to provide appropriate fall-protection measures when elevated work was required.

52. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, had a nondelegable duty to refrain from directing or permitting the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform work in an unreasonably dangerous manner, including requiring ceiling-level electrical work to be performed from an A-frame ladder without adequate fall protection or safer alternative equipment.

53. The Defendant, CAN-AM ELECTRIC, LLC, through the negligent acts and omissions of its agents, servants, employees, officers, or managers, breached its legal duties by committing one or more of the following negligent acts or omissions:

- a. Failing to provide a reasonably safe place to work for individuals, such as the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, performing elevated electrical work;

- b. Failing to provide the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, with appropriate and reasonably safe equipment for ceiling-level electrical work, including but not limited to lifts, scaffolding, harnesses, lanyards, anchorage points, guardrails, or other fall-protection devices, or other safer alternatives to an A-frame ladder;
- c. Supplying an A-frame ladder to the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, for work that it knew or should have known could not be safely performed from such equipment due to the height, duration, and nature of the work;
- d. Failing to provide an assistant to hold or secure the A-frame ladder while the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was performing elevated electrical work;
- e. Failing to provide required or appropriate fall-protection equipment, including harnesses, lanyards, anchorage points, guardrails, or other fall-arrest systems;
- f. Failing to implement, enforce, or follow reasonable safety procedures and protocols for work performed at elevation;
- g. Failing to comply with applicable safety regulations, including OSHA standards governing ladder use and fall protection, including but not limited to 29 C.F.R. §§ 1926.1053 and 1926.501;
- h. Actively creating, approving, and maintaining an unreasonably dangerous condition on its jobsite by directing or permitting the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform ceiling-level work without adequate safety measures;
- i. Retaining control over the jobsite, equipment, and safety conditions, while failing to exercise such control in a reasonably prudent manner;
- j. Failing to conduct a reasonable hazard assessment or job safety analysis before requiring the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform elevated electrical work;
- k. Failing to warn the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, of the dangers associated with performing ceiling-level electrical work using inadequate equipment;
- l. Failing to provide proper supervision or safety oversight for elevated work activities;
- m. Failing to ensure that work at height was performed in accordance with accepted industry standards and practices;

- n. Failing to correct or mitigate known or reasonably foreseeable hazards associated with working from a ladder at elevation;
- o. Allowing or requiring the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform work under time pressures or conditions that increased the risk of falling;
- p. Failing to stop work or provide alternative equipment once it was or should have been apparent that the work could not be safely completed using an A-frame ladder;
- q. Failing to maintain a reasonably safe jobsite free from conditions that increased the risk of falls;
- r. Violating safety standards and regulations enacted to protect workers such as Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from the type of harm suffered in this incident, constituting negligence per se or, alternatively, evidence of negligence; and
- s. Failing to exercise reasonable care under the circumstances to protect the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from foreseeable harm.

54. As a direct and proximate result of the negligence of the Defendant, CAN-AM ELECTRIC, LLC, the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, suffered bodily injury and resulting pain and suffering, disability, disfigurement, physical impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care, and treatment, lost earnings, loss of ability to earn money, and/or aggravation of previously existing conditions. All of these losses are either permanent or continuing in nature and the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, will continue to suffer such losses in the future.

55. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, was required to comply with applicable federal and state safety regulations, including but not limited to OSHA regulations governing work at height and ladder safety, including 29 C.F.R. §§ 1926.1053 and 1926.501, which were enacted to protect workers such as the Plaintiff, OSCAR JAVIER

GRANADA GONZALEZ, from the type of harm suffered in this incident.

56. At all times material, the Defendant, CAN-AM ELECTRIC, LLC, violated the above-referenced safety regulations and applicable industry safety standards which constitutes negligence per se, or, alternatively, evidence of negligence, in that such regulations establish minimum safety requirements for elevated work and fall protection on construction sites.

57. The injuries suffered by the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, were the direct, proximate, and foreseeable result of the risks these safety regulations were intended to prevent, including the risk of falls from elevation due to inadequate equipment and lack of fall protection.

WHEREFORE, the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, hereby demands judgment against the Defendant, CAN-AM ELECTRIC, LLC, for compensatory damages, and for the litigation costs incurred in the prosecution of this case, pre-judgment interest, post-judgment interest, and attorneys' fees to the extent the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, becomes entitled to such costs, interest, or fees by operation of law. The Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, hereby demands a trial by jury of all issues triable as a matter of right by a jury.

COUNT IV
LOSS OF CONSORTIUM CLAIM AGAINST CAN-AM ELECTRIC, LLC

58. The Plaintiff, GLORIA MUNOZ GRISALES, realleges and incorporates herein the allegations made at paragraphs 1-29 and 46-57 above.

59. As a direct and proximate result of the loss, injury, and harm to the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, the Plaintiff, GLORIA MUNOZ GRISALES, has been deprived of the solace, care, companionship, support, services, comfort, society, attentions, conjugal life, fellowship, and assistance of her husband, OSCAR JAVIER GRANADA

GONZALEZ. All of her losses are either permanent or continuing in nature and the Plaintiff, GLORIA MUNOZ GRISALES, will continue to suffer such losses in the future.

WHEREFORE, the Plaintiff, GLORIA MUNOZ GRISALES, hereby demands judgment against the Defendant, CAN-AM ELECTRIC, LLC, for compensatory damages, and for the litigation costs incurred in the prosecution of this case, pre-judgment interest, post-judgment interest, and attorneys' fees to the extent the Plaintiff, GLORIA MUNOZ GRISALES, becomes entitled to such costs, interest, or fees by operation of law. The Plaintiff, GLORIA MUNOZ GRISALES, hereby demands a trial by jury of all issues triable as a matter of right by a jury.

COUNT V
NEGLIGENCE ACTION AGAINST L&D CONTRACTOR ELECTRICAL CORP.

60. The Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, realleges and incorporates herein the allegations made at paragraphs 1-29 above.

61. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., had a nondelegable duty to exercise reasonable care in maintaining a safe jobsite and in providing reasonably safe equipment, tools, and methods for the work the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was directed to perform.

62. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., had a nondelegable duty to furnish a workplace that was reasonably free from hazards, including the foreseeable risk of falls associated with elevated electrical work, and to take reasonable steps to protect the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from such hazards.

63. By retaining control over the jobsite, the sequencing of work, and the safety conditions under which the work was performed, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., owed the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, a

nondelegable duty to implement and enforce appropriate safety measures, including the provision of proper fall protection and safer alternative equipment.

64. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., had a nondelegable duty to protect the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from foreseeable risks of harm, including the known and obvious risk of falls associated with ceiling-level electrical work, where it knew or reasonably should have known that the work could not be safely performed using an A-frame ladder alone.

65. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., had a nondelegable duty to warn of, correct, or guard against dangerous conditions at the jobsite that it knew or reasonably should have known posed an unreasonable risk of harm to workers, such as the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, performing overhead work.

66. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., had a nondelegable duty to comply with applicable safety regulations, industry standards, and accepted construction safety practices governing work at height, including the duty to provide appropriate fall-protection measures when elevated work was required.

67. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., had a nondelegable duty to refrain from directing or permitting the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform work in an unreasonably dangerous manner, including requiring ceiling-level electrical work to be performed from an A-frame ladder without adequate fall protection or safer alternative equipment.

68. The Defendant, L&D CONTRACTOR ELECTRICAL CORP., through the negligent acts and omissions of its agents, servants, employees, officers, or managers, breached its legal duties by committing one or more of the following negligent acts or omissions:

- a. Failing to provide a reasonably safe place to work for individuals, such as the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, performing elevated electrical work;
- b. Failing to provide the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, with appropriate and reasonably safe equipment for ceiling-level electrical work, including but not limited to lifts, scaffolding, harnesses, lanyards, anchorage points, guardrails, or other fall-protection devices, or other safer alternatives to an A-frame ladder;
- c. Supplying an A-frame ladder to the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, for work that it knew or should have known could not be safely performed from such equipment due to the height, duration, and nature of the work;
- d. Failing to provide an assistant to hold or secure the A-frame ladder while the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, was performing elevated electrical work;
- e. Failing to provide required or appropriate fall-protection equipment, including harnesses, lanyards, anchorage points, guardrails, or other fall-arrest systems;
- f. Failing to implement, enforce, or follow reasonable safety procedures and protocols for work performed at elevation;
- g. Failing to comply with applicable safety regulations, including OSHA standards governing ladder use and fall protection, including but not limited to 29 C.F.R. §§ 1926.1053 and 1926.501;
- h. Actively creating, approving, and maintaining an unreasonably dangerous condition on its jobsite by directing or permitting the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform ceiling-level work without adequate safety measures;
- i. Retaining control over the jobsite, equipment, and safety conditions, while failing to exercise such control in a reasonably prudent manner;
- j. Failing to conduct a reasonable hazard assessment or job safety analysis before requiring the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform elevated electrical work;

- k. Failing to warn the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, of the dangers associated with performing ceiling-level electrical work using inadequate equipment;
- l. Failing to provide proper supervision or safety oversight for elevated work activities;
- m. Failing to ensure that work at height was performed in accordance with accepted industry standards and practices;
- n. Failing to correct or mitigate known or reasonably foreseeable hazards associated with working from a ladder at elevation;
- o. Allowing or requiring the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, to perform work under time pressures or conditions that increased the risk of falling;
- p. Failing to stop work or provide alternative equipment once it was or should have been apparent that the work could not be safely completed using an A-frame ladder;
- q. Failing to maintain a reasonably safe jobsite free from conditions that increased the risk of falls;
- r. Violating safety standards and regulations enacted to protect workers such as Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from the type of harm suffered in this incident, constituting negligence per se or, alternatively, evidence of negligence; and
- s. Failing to exercise reasonable care under the circumstances to protect the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from foreseeable harm.

69. As a direct and proximate result of the negligence of the Defendant, L&D CONTRACTOR ELECTRICAL CORP., the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, suffered bodily injury and resulting pain and suffering, disability, disfigurement, physical impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care, and treatment, lost earnings, loss of ability to earn money, and/or aggravation of previously existing conditions. All of these losses are either permanent or continuing in nature and the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ,

will continue to suffer such losses in the future.

70. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., was required to comply with applicable federal and state safety regulations, including but not limited to OSHA regulations governing work at height and ladder safety, including 29 C.F.R. §§ 1926.1053 and 1926.501, which were enacted to protect workers such as the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, from the type of harm suffered in this incident.

71. At all times material, the Defendant, L&D CONTRACTOR ELECTRICAL CORP., violated the above-referenced safety regulations and applicable industry safety standards which constitutes negligence per se, or, alternatively, evidence of negligence, in that such regulations establish minimum safety requirements for elevated work and fall protection on construction sites.

72. The injuries suffered by the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, were the direct, proximate, and foreseeable result of the risks these safety regulations were intended to prevent, including the risk of falls from elevation due to inadequate equipment and lack of fall protection.

WHEREFORE, the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, hereby demands judgment against the Defendant, L&D CONTRACTOR ELECTRICAL CORP., for compensatory damages, and for the litigation costs incurred in the prosecution of this case, pre-judgment interest, post-judgment interest, and attorneys' fees to the extent the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, becomes entitled to such costs, interest, or fees by operation of law. The Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, hereby demands a trial by jury of all issues triable as a matter of right by a jury.

COUNT VI
LOSS OF CONSORTIUM CLAIM
AGAINST L&D CONTRACTOR ELECTRICAL CORP.

73. The Plaintiff, GLORIA MUNOZ GRISALES, realleges and incorporates herein the allegations made at paragraphs 1-29 and 61-72 above.

74. As a direct and proximate result of the loss, injury, and harm to the Plaintiff, OSCAR JAVIER GRANADA GONZALEZ, the Plaintiff, GLORIA MUNOZ GRISALES, has been deprived of the solace, care, companionship, support, services, comfort, society, attentions, conjugal life, fellowship, and assistance of her husband, OSCAR JAVIER GRANADA GONZALEZ. All of her losses are either permanent or continuing in nature and the Plaintiff, GLORIA MUNOZ GRISALES, will continue to suffer such losses in the future.

WHEREFORE, the Plaintiff, GLORIA MUNOZ GRISALES, hereby demands judgment against the Defendant, L&D CONTRACTOR ELECTRICAL CORP., for compensatory damages, and for the litigation costs incurred in the prosecution of this case, pre-judgment interest, post-judgment interest, and attorneys' fees to the extent the Plaintiff, GLORIA MUNOZ GRISALES, becomes entitled to such costs, interest, or fees by operation of law. The Plaintiff, GLORIA MUNOZ GRISALES, hereby demands a trial by jury of all issues triable as a matter of right by a jury.

DEMAND FOR JURY TRIAL

The Plaintiffs demand a trial by jury of all issues triable as of right by a jury.

DATED this 4th day of February, 2026.

Respectfully Submitted,

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