

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

BRIAN CARROLL and LEAH CARROLL,
on behalf of their minor daughter, E.C.,

Plaintiffs,

vs.

JUPITER JOYRIDE LLC,
JUPITER BOAT BOOKINGS LLC,
WATER JOYRIDE LLC, and
GUY BUCKELEY,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs BRIAN CARROLL and LEAH CARROLL, on behalf of their minor child E.C., sue JUPITER JOYRIDE LLC, JUPITER BOAT BOOKINGS LLC, WATER JOYRIDE LLC, and GUY BUCKELEY for damages and allege:

FACTS COMMON TO ALL COUNTS

1. This claim is for damages in excess of Fifty Thousand Dollars (\$50,000).
2. At all times material, Plaintiffs BRIAN CARROLL and LEAH CARROLL's minor child, E.C., was a minor under Florida Law.
3. At all times material, Plaintiffs BRIAN CARROLL and LEAH CARROLL are the natural parents and legal guardians of minor E.C.
4. At all times material, Defendant GUY BUCKELEY ("BUCKELEY") was the captain of and operating a pontoon vessel in Florida.
5. At all material times, Defendant JUPITER JOYRIDE LLC ("JUPITER JOYRIDE") was a Florida Limited Liability Company engaged in offering boat charters to the

public, including the trip that minor E.C. was on.

6. At all material times, Defendant JUPITER BOAT BOOKINGS LLC (“JUPITER BOAT”) was a Florida Limited Liability Company engaged in offering boat charters to the public, including the trip that minor E.C. was on.

7. At all material times, Defendant WATER JOYRIDE LLC (“WATER JOYRIDE”) was a Florida Limited Liability Company engaged in offering boat charters to the public, including the trip that minor E.C. was on.

8. Venue is proper in Palm Beach County, Florida, because the causes of action accrued there and one or more of Defendants reside, conduct business, or maintain offices in Palm Beach County. The boating incident also occurred on the navigable waters of Palm Beach County, Florida.

9. General maritime law applies to this action because this incident occurred on the navigable waters of Palm Beach County in the State of Florida, specifically the Intracoastal Waterway.

10. On or about April 14, 2025, Plaintiffs and minor E.C. were paying passengers on a pontoon vessel owned, operated, managed, or controlled by one or more Defendants.

11. At all times material, the Defendants JUPITER JOYRIDE, JUPITER BOAT, and WATER JOYRIDE owned, operated, managed, maintained, or controlled the pontoon boat involve in the incident described herein.

12. On April 14, 2025, Defendant GUY BUCKELEY was acting as captain of the vessel in or near Jupiter, FL.

13. On April 14, 2025, Plaintiff BRIAN CARROLL and LEAH CARROLL and minor E.C. were passengers on the pontoon vessel, along with other members of the Carroll family.

14. On April 14, 2025, Defendant BUCKELEY directed minor E.C. to jump off the front of the pontoon vessel into the Jupiter Intracoastal waterway.

15. Upon entering the waterway, minor E.C. was immediately pulled under the pontoon vessel, creating a dangerous and life-threatening situation.

16. Minor E.C. lacked prior experience swimming in these conditions and relied on Defendant BUCKELEY for safety and instruction.

17. Defendant BUCKELEY failed to ensure that appropriate safety measures, including proper life vest safety equipment for minor E.C., were in place prior to directing her to enter the water.

18. As a direct result of Defendants' actions, minor E.C. suffered physical injury, emotional trauma, pain and suffering, and other damages, and continues to receive treatment for her injuries.

COUNT I – NEGLIGENCE OF DEFENDANT GUY BUCKELEY

Plaintiff repeats and realleges paragraphs 1 through 17 as fully set forth herein:

19. On April 14, 2025, Defendant BUCKELEY owed a duty to exercise reasonable care in the operation of the vessel and the safety of passengers, especially a minor. E.C. resulting in serious physical and emotional injuries to her.

20. Defendant BUCKELEY breached that duty by, including but not limited to:

- a. Directing a minor E.C. to enter the water in an unsafe manner;
- b. Failing to ensure the vessel was safely positioned before allowing entry into the water;
- c. Failing to account for currents, vessel drift, and surrounding water conditions before directing a passenger into the water;

- d. Failing to provide, require, or ensure the use of appropriate safety equipment, including a properly fitted life vest;
- e. Failing to warn of dangers associated with currents, propellers, or vessel movement;
- f. Failing to follow reasonable boating safety practices and procedures;
- g. Creating a dangerous condition by directing water entry from an unsafe location on the vessel;
- h. Otherwise operating the vessel in a careless and negligent manner under the circumstances;
- i. Failing to properly supervise minor E.C; and
- j. By allowing swimming in a busy navigable channel that had a lot of boat traffic.

21. As a result of defendant GUY BUCKELEY'S negligence, plaintiff, BRIAN CARROLL and LEAH CARROLL'S minor child, E.C., suffered injury to her body, resulting in pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and other losses. The losses are either permanent or continuing and minor E.C. will suffer the losses in the future.

WHEREFORE, Plaintiff's BRIAN CARROLL and LEAH CARROLL, on behalf of their minor child, E.C., demand judgement against Defendant, GUY BUCKELEY, jointly and severally with the other Defendants, for compensatory damages in excess of Fifty Thousand Dollars (\$50,000), together with prejudgment interest, post-judgment interest, costs, and such further relief as this Court deems just and proper.

COUNT II – NEGLIGENCE OF DEFENDANT JUPITER JOYRIDE LLC

Plaintiff repeats and realleges paragraphs 1 through 17 as fully set forth herein:

22. At all material times, Defendant JUPITER JOYRIDE LLC owed a duty to exercise reasonable care in the operation, management, marketing, and supervision of the boating excursion and the safety of passengers, including minor E.C.

23. Defendant breached that duty by, including but not limited to:

- a. Failing to implement and enforce reasonable safety procedures for passengers entering the water;
- b. Failing to properly train, supervise, and/or monitor Defendant BUCKELEY;
- c. Failing to ensure the vessel was owned, operated, managed, maintained, and controlled in a safe manner;
- d. Failing to warn passengers of known dangers associated with the Intracoastal Waterway in Jupiter;
- e. Failing to adopt and enforce policies regarding safe passenger conduct;
- f. Failing to provide or require appropriate safety equipment, including properly fitted life vests for minor passengers;
- g. Failing to implement reasonable safety protocols for minor passengers;
- h. Holding out their services as safe when they were not;
- i. Otherwise operating and managing the boating excursion in a careless and negligent manner; an
- j. By allowing swimming in a busy navigable channel that had a lot of boat traffic.

24. As a direct and proximate result of Defendant JUPITER JOYRIDE LLC's negligence, minor E.C. was placed in a dangerous situation and suffered injuries

25. As a result of Defendant JUPITER JOYRIDE LLC's negligence, Plaintiff BRIAN CARROLL and LEAH CARROLL'S minor child, E.C., suffered injury to her body, resulting in pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment

of life, expense of hospitalization, medical and nursing care and treatment, and other losses. The losses are either permanent or continuing and minor E.C. will suffer the losses in the future.

WHEREFORE, Plaintiff's BRIAN CARROLL and LEAH CARROLL, on behalf of their minor child, E.C., demand judgement against Defendant, JUPITER JOYRIDE LLC, jointly and severally with the other defendants, for compensatory damages in excess of Fifty Thousand Dollars (\$50,000), together with prejudgment interest, post-judgment interest, costs, and such further relief as this Court deems just and proper.

COUNT III – NEGLIGENCE OF DEFENDANT JUPITER BOAT BOOKINGS LLC

Plaintiff repeats and realleges paragraphs 1 through 17 as fully set forth herein:

26. At all material times, Defendant JUPITER BOAT BOOKINGS LLC owed a duty to exercise reasonable care in the operation, management, marketing, and supervision of the boating excursion and the safety of passengers, including minor E.C.

27. Defendant breached that duty by, including but not limited to:

- a. Failing to implement and enforce reasonable safety procedures for passengers entering the water;
- b. Failing to properly train, supervise, and/or monitor Defendant BUCKELEY;
- c. Failing to ensure the vessel was owned, operated, managed, maintained, and controlled in a safe manner;
- d. Failing to warn passengers of known dangers associated with the Intracoastal Waterway in Jupiter;
- e. Failing to adopt and enforce policies regarding safe passenger conduct;
- f. Failing to provide or require appropriate safety equipment, including properly fitted life vests for minor passengers;
- g. Failing to implement reasonable safety protocols for minor passengers;

- h. Holding out their services as safe when they were not;
- i. Otherwise operating and managing the boating excursion in a careless and negligent manner; and
- j. By allowing swimming in a busy navigable channel that had a lot of boat traffic.

28. As a direct and proximate result of Defendant JUPITER BOAT BOOKINGS LLC's negligence, minor E.C. was placed in a dangerous situation and suffered injuries

29. As a result of Defendant JUPITER BOAT BOOKINGS LLC's negligence, Plaintiff BRIAN CARROLL and LEAH CARROLL'S minor child, E.C., suffered injury to her body, resulting in pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and other losses. The losses are either permanent or continuing and minor E.C. will suffer the losses in the future.

WHEREFORE, Plaintiff's BRIAN CARROLL and LEAH CARROLL, on behalf of their minor child, E.C., demand judgement against Defendant, JUPITER BOAT BOOKINGS LLC, jointly and severally with the other defendants, for compensatory damages in excess of Fifty Thousand Dollars (\$50,000), together with prejudgment interest, post-judgment interest, costs, and such further relief as this Court deems just and proper.

COUNT IV – NEGLIGENCE OF DEFENDANT WATER JOYRIDE LLC

Plaintiff repeats and realleges paragraphs 1 through 17 as fully set forth herein:

30. At all material times, Defendant WATER JOYRIDE LLC owed a duty to exercise reasonable care in the operation, management, marketing, and supervision of the boating excursion and the safety of passengers, including minor E.C.

31. Defendant breached that duty by, including but not limited to:

- a. Failing to implement and enforce reasonable safety procedures for passengers entering the water;
- b. Failing to properly train, supervise, and/or monitor Defendant BUCKELEY;
- c. Failing to ensure the vessel was owned, operated, managed, maintained, and controlled in a safe manner;
- d. Failing to warn passengers of known dangers associated with the Intracoastal Waterway in Jupiter;
- e. Failing to adopt and enforce policies regarding safe passenger conduct;
- f. Failing to provide or require appropriate safety equipment, including properly fitted life vests for minor passengers;
- g. Failing to implement reasonable safety protocols for minor passengers;
- h. Holding out their services as safe when they were not;
- i. Otherwise operating and managing the boating excursion in a careless and negligent manner; and
- j. By allowing swimming in a busy navigable channel that had a lot of boat traffic.

32. As a direct and proximate result of Defendant WATER JOYRIDE LLC's negligence, minor E.C. was placed in a dangerous situation and suffered injuries

33. As a result of Defendant WATER JOYRIDE LLC's negligence, Plaintiff BRIAN CARROLL and LEAH CARROLL'S minor child, E.C., suffered injury to her body, resulting in pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and other losses. The losses are either permanent or continuing and minor E.C. will suffer the losses in the future.

WHEREFORE, Plaintiffs BRIAN CARROLL and LEAH CARROLL, on behalf of their minor child, E.C., demand judgement against Defendant, WATER JOYRIDE LLC, jointly and

severally with the other defendants, for compensatory damages in excess of Fifty Thousand Dollars (\$50,000), together with prejudgment interest, post-judgment interest, costs, and such further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs request a jury trial on all issues that may be decided by a jury.

/s/ William W. Munch

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