

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

MAURY L. UDELL, as the Personal
Representative of the Estate of Evelyn S.
Udell, and JOEL UDELL, individually,

Case No.: _____

Plaintiffs,

v.

BEST BUY CO., INC., BEST BUY
STORES, L.P., J.B. HUNT TRANSPORT,
INC., X.M. DELIVERY SERVICE, INC.,
GEORGE DUMETT, ROBERT
VANHELLEMONT, MANUEL D.
CHAVEZ, DAVID GONZALEZ, and
JORGE LUIS DUPRE LACHAZO,

Defendants.

COMPLAINT

COME NOW Plaintiffs, MAURY L. UDELL, as the Personal Representative of the Estate of Evelyn S. Udell, and JOEL UDELL, individually, to sue Defendants, BEST BUY CO., INC., BEST BUY STORES, L.P., J.B. HUNT TRANSPORT, INC., X.M. DELIVERY SERVICE, INC., GEORGE DUMETT, ROBERT VANHELLEMONT, MANUEL D. CHAVEZ, DAVID GONZALEZ, and JORGE LUIS DUPRE LACHAZO. In support thereof, Plaintiffs state:

NATURE OF THE ACTION

1. Plaintiffs bring this civil action pursuant to the Florida Wrongful Death Act, Fla. Stat. §§ 768.16–768.26, to recover for the horrific injuries and wrongful death caused to Evelyn S. Udell by an appliance deliveryman who intentionally beat, mutilated, and murdered her during the course of delivering and installing a washer and dryer in her home.

2. Plaintiffs sue each of the Defendants for their respective roles in causing Evelyn S. Udell's unconscionable death.

THE PARTIES

3. Plaintiff, Joel Udell, is a Florida resident and domiciliary.

4. As used in this Complaint, the term "Mr. Udell" means Plaintiff, Joel Udell, in his individual capacity.

5. As used in this Complaint, the term "Personal Representative" means Plaintiff, Maury L. Udell, in his capacity as Personal Representative for the Estate of Evelyn S. Udell. A true and correct copy of the Letters of Administration appointing Maury L. Udell as the Personal Representative of the Estate of Evelyn S. Udell are attached hereto as "Exhibit A."

6. As used in this Complaint, the term "Mrs. Udell" means Evelyn S. Udell.

7. All potential beneficiaries of a recovery for wrongful death and their relationship to Mrs. Udell are identified as follows:

- a. The Estate of Evelyn S. Udell c/o the Personal Representative; and
- b. Mr. Udell, surviving spouse of Evelyn S. Udell.

8. The Personal Representative is entitled and empowered by the Florida Wrongful Death Act to recover all damages allowed by law for the Estate of Evelyn S. Udell and for all of her survivors and beneficiaries.

9. Defendant, Best Buy Co., Inc. ("Best Buy Co."), is a foreign corporation. Best Buy Co. may be served with process on its registered agent, C T Corporation System, Inc., 1010 Dale Street North, St. Paul, MN 55117-5603.

10. Defendant, Best Buy Stores, L.P. ("Best Buy Stores"), is a foreign corporation. Best Buy Stores may be served with process on its registered agent, C T Corporation System,

Inc., 1200 South Pine Island Road, Plantation, FL 33324.

11. Best Buy Co. and Best Buy Stores are sometimes referred to collectively in this Complaint as “Best Buy.”

12. Defendant, J.B. Hunt Transport, Inc. (“J.B. Hunt”), is a foreign corporation. J.B. Hunt may be served with process on its registered agent, Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.

13. Defendant X.M. Delivery Service, Inc. (X.M. Delivery”), is a Florida corporation with its principal place of business located in Florida. X.M. Delivery may be served with process on its registered agent, Manuel D. Chavez, 2345 NW 105th Street, Miami, FL 33147.

14. Defendant, George Dumett (“Dumett”), is a Florida resident and domiciliary. Dumett may be served with process at 20540 State Road 7, Boca Raton, FL 33498.

15. Defendant, Robert VanHellemont (“VanHellemont”), is a Florida resident and domiciliary. VanHellemont may be served with process at 20540 State Road 7, Boca Raton, FL 33498.

16. Defendant, Manuel D. Chavez (“Chavez”), is a Florida resident and domiciliary. Chavez may be served with process at 2345 NW 105th Street, Miami, FL 33147.

17. Chavez owns and operates X.M. Delivery.

18. Defendant, David Gonzalez (“Gonzalez”), is a Florida resident and domiciliary. Gonzalez may be served with process at 13215 NE 6th Avenue, #202, North Miami, FL 33161.

19. Defendant, Jorge Luis Dupre Lachazo (“Lachazo”), is a Florida resident and domiciliary. Lachazo may be served with process at 26 E. 12th Street, Hialeah, FL 33010.

FACTS

20. At all times material hereto, Best Buy Co. owns and operates Best Buy retail stores across the country, including Best Buy Store #554, and is responsible for supervising and

overseeing its employees' conduct.

21. At all times material hereto, Best Buy Stores owns and operates Best Buy retail stores across the country, including Best Buy Store #554, and is responsible for supervising and overseeing its employees' conduct.

22. On August 12, 2019, Mrs. Udell visited Best Buy Store #554 located at 20540 State Road 7, Boca Raton, Florida 33498.

23. At that place and time and with assistance from Best Buy employees Dumett and VanHellemont, Mrs. Udell purchased a new washer and dryer.

24. Because of their size and weight, Mrs. Udell wanted Best Buy to deliver and install the washer and dryer at her home in Boca Raton, Florida as well as remove her old washer and dryer.

25. Mrs. Udell therefore purchased delivery, installation, and removal services from Best Buy. Dumett and VanHellemont arranged to have a Best Buy crew deliver and install the washer and dryer at Mrs. Udell's home in Boca Raton, Florida and to remove her old washer and dryer.

26. Dumett and VanHellemont advised Mrs. Udell that the Best Buy crew would arrive at her home on August 19, 2019 between 7:00 a.m. and 11:00 a.m. to complete the work.

27. In the early morning of August 19, 2019, Gonzalez and Lachazo picked up the washer and dryer from Best Buy to deliver and install them at Mrs. Udell's home as scheduled.

28. When Gonzalez and Lachazo arrived at Mrs. Udell's home, they began removing Mrs. Udell's old washer and dryer and installing the new washer and dryer in Mrs. Udell's laundry room.

29. After Gonzalez and Lachazo finished installing the new washer and dryer, Gonzalez exited Mrs. Udell's home to return a phone call.

30. Lachazo remained inside Mrs. Udell's home to instruct her on how to operate the new washer and dryer and to answer any questions she had about the appliances.

31. As Lachazo was answering Mrs. Udell's questions and instructing her on how to operate the new washer and dryer, Lachazo suddenly grabbed a nearby mallet and intentionally struck Mrs. Udell on the side of her head. Mrs. Udell fell to the floor unconscious.

32. Lachazo then retrieved a can of acetone, doused Mrs. Udell's unconscious body in the chemical, and set her on fire.

33. Lachazo fled Mrs. Udell's home using the delivery truck he and Gonzalez had arrived in.

34. Mrs. Udell suffered multiple skull and facial fractures and endured second- and third-degree burns over the majority of her body because of Lachazo's actions.

35. Although first responders were able to transport Mrs. Udell to the hospital for emergency medical treatment, Mrs. Udell ultimately succumbed to her horrifying injuries on August 20, 2019.

36. Unbeknownst to Mrs. Udell, Best Buy Co. and Best Buy Stores had retained third-party agents, J.B. Hunt, X.M. Delivery, and Chavez, to perform Mrs. Udell's delivery and installation services on their behalf.

37. Despite delegating their delivery and installation duties to J.B. Hunt, X.M. Delivery, and Chavez, Best Buy Co. and Best Buy Stores did nothing to investigate, supervise, or oversee the personnel used to perform these services on their behalf.

38. Worse, Best Buy Co. and Best Buy Stores did nothing to advise, inform, or warn Mrs. Udell that the delivery and installation services had been delegated to third-party agent(s) over which Best Buy Co. and Best Buy Stores did nothing to investigate, supervise, or oversee.

39. Instead, Best Buy Co. and Best Buy Stores authorized, ratified, and adopted the

conduct of J.B. Hunt, X.M. Delivery, and Chavez and accepted their employees as employees of Best Buy.

40. Best Buy's Chief Executive Officer, Corie Barry, has since acknowledged Best Buy's responsibility for Mrs. Udell's brutal murder.

JURISDICTION & VENUE

41. This is an action to recover damages in excess of \$15,000, exclusive of fees, costs, and interest.

42. This Court is authorized to exercise personal jurisdiction over each and every Defendant pursuant to the Florida Long-Arm Statute, Fla. Stat. §§ 48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6), because the causes of action stated herein arise out of each Defendant:

- a. Operating, conducting, engaging in, or carrying on a business or business venture in Florida or having an office or agency in Florida;
- b. Committing a tortious act within Florida; or
- c. Causing injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) the Defendant was engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured by the Defendant anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.

43. This Court is authorized to exercise personal jurisdiction over each and every Defendant pursuant to the Florida Long-Arm Statute, Fla. Stat. § 48.193(2), because each Defendant is engaged in substantial and not isolated activity within Florida.

44. This Court is authorized to exercise personal jurisdiction over each and every Defendant because each Defendant may fairly be regarded as at home in Florida.

45. Venue is proper in this Court because the causes of action stated herein accrued in

Palm Beach County, Florida.

CONDITIONS PRECEDENT

46. All conditions precedent have been satisfied or excused.

COUNT I—BATTERY
(Personal Representative v. Lachazo)

47. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

48. At all times material hereto, Lachazo was acting within the scope and authority of his employment or agency with Best Buy Co., Best Buy Stores, J.B. Hunt, and/or X.M. Delivery.

49. Lachazo intended to cause a harmful or offensive contact to Mrs. Udell.

50. Lachazo did in fact cause a harmful or offensive contact to Mrs. Udell.

51. Lachazo's harmful or offensive contact actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, Jorge Luis Dupre Lachazo, for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT II—LOSS OF CONSORTIUM
(Mr. Udell v. Lachazo)

52. Mr. Udell re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

53. At all times material hereto, Mr. Udell and Mrs. Udell were married as husband and wife.

54. Lachazo is legally responsible for Mrs. Udell's wrongful death.

55. Due to Lachazo's intentional misconduct that caused Mrs. Udell's wrongful death, Mr. Udell lost the companionship, fellowship, company, cooperation, aid, love, affection, intimacy, sexual relationship, comfort, emotional support, solace, and society entitled to him because of his marriage to Mrs. Udell.

56. Due to Lachazo's intentional misconduct that caused Mrs. Udell's wrongful death, Mr. Udell has suffered and will continue to suffer mental anguish and emotional distress.

57. The aforementioned injuries and damages to Mr. Udell were actually and proximately caused by Lachazo's intentional misconduct.

WHEREFORE, Plaintiff, Joel Udell, individually, demands judgment against Defendant, Jorge Luis Dupre Lachazo, for all injuries and damages he suffered resulting from the loss of consortium of his wife, Evelyn S. Udell, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, costs, and interest, and any such further relief as the Court deems appropriate.

COUNT III—RESPONDEAT SUPERIOR
(Personal Representative v. Best Buy Co.)

58. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

59. At all times material hereto, Lachazo was Best Buy Co.'s employee, servant, and agent.

60. At all times material hereto, Lachazo was acting within the scope and authority of his employment, service, and agency with Best Buy Co.

61. At all times material hereto, Best Buy Co. had the right to exercise full control over and did in fact exercise full control over Lachazo's employment, service, and agency with Best Buy Co., including Lachazo's delivery and installation of the washer and dryer at Mrs.

Udell's home.

62. Best Buy Co. adopted Lachazo as its employee and authorized agent to deliver and install the washer and dryer at Mrs. Udell's home.

63. Pursuant to the doctrine of *respondeat superior*, Best Buy Co. is legally responsible for Lachazo's intentional and wrongful acts, which actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, Best Buy Co., Inc., for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT IV—NEGLIGENCE
(Personal Representative v. Best Buy Co.)

64. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

65. At all times material hereto, Lachazo was Best Buy Co.'s employee, servant, and agent.

66. At all times material hereto, Lachazo was acting within the scope and authority of his employment, service, and agency with Best Buy Co.

67. Best Buy Co. owed a duty to adequately hire, investigate, retain, supervise, and oversee the delivery personnel Best Buy Co. uses or authorizes to deliver and install the products it sells to customers.

68. Best Buy Co. owed a duty to adequately hire, investigate, retain, supervise, and oversee Lachazo during the scope of his employment, service, and agency with Best Buy Co.

69. Best Buy Co. owed a duty to adequately advise, inform, and warn Mrs. Udell that

a third-party agent would deliver the washer and dryer to her home.

70. Best Buy Co. owed a duty to adequately advise, inform, and warn Mrs. Udell that Best Buy Co. does not investigate, supervise, or oversee the employees and agents Best Buy Co. employs to deliver and install the products it sells to customers.

71. Best Buy Co. owed a duty to adequately advise, inform, and warn Mrs. Udell that Lachazo posed a risk of danger to her person or property.

72. Best Buy Co. breached the above duties.

73. Best Buy Co.'s breaches of the above duties actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, Best Buy Co., Inc., for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT V—LOSS OF CONSORTIUM
(Mr. Udell v. Best Buy Co.)

74. Mr. Udell re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

75. At all times material hereto, Mr. Udell and Mrs. Udell were married as husband and wife.

76. Best Buy Co. is legally responsible for Mrs. Udell's wrongful death.

77. Due to Best Buy Co.'s negligence that caused Mrs. Udell's wrongful death, Mr. Udell lost the companionship, fellowship, company, cooperation, aid, love, affection, intimacy, sexual relationship, comfort, emotional support, solace, and society entitled to him because of his marriage to Mrs. Udell.

78. Due to Best Buy Co.'s negligence that caused Mrs. Udell's wrongful death, Mr. Udell has suffered and will continue to suffer mental anguish and emotional distress.

79. The aforementioned injuries and damages to Mr. Udell were actually and proximately caused by Best Buy Co.'s negligence.

WHEREFORE, Plaintiff, Joel Udell, individually, demands judgment against Defendant, Best Buy Co., Inc., for all injuries and damages he suffered resulting from the loss of consortium of his wife, Evelyn S. Udell, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, costs, and interest, and any such further relief as the Court deems appropriate.

COUNT VI—RESPONDEAT SUPERIOR
(Personal Representative v. Best Buy Stores)

80. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

81. At all times material hereto, Lachazo was Best Buy Stores' employee, servant, and agent.

82. At all times material hereto, Lachazo was acting within the scope and authority of his employment, service, and agency with Best Buy Stores.

83. At all times material hereto, Best Buy Stores had the right to exercise full control over and did in fact exercise full control over Lachazo's employment, service, and agency with Best Buy Stores, including Lachazo's delivery and installation of the washer and dryer at Mrs. Udell's home.

84. Best Buy Stores adopted Lachazo as its employee and authorized agent to deliver and install the washer and dryer at Mrs. Udell's home.

85. Pursuant to the doctrine of *respondeat superior*, Best Buy Stores is legally

responsible for Lachazo's intentional and wrongful acts, which actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, Best Buy Stores, L.P., for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT VII—NEGLIGENCE
(Personal Representative v. Best Buy Stores)

86. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

87. At all times material hereto, Lachazo was Best Buy Stores' employee, servant, and agent.

88. At all times material hereto, Lachazo was acting within the scope and authority of his employment, service, and agency with Best Buy Stores.

89. Best Buy Stores owed a duty to adequately hire, investigate, retain, supervise, and oversee the delivery personnel Best Buy Stores uses or authorizes to deliver and install the products it sells to customers.

90. Best Buy Stores owed a duty to adequately hire, investigate, retain, supervise, and oversee Lachazo during the scope of his employment, service, and agency with Best Buy Stores.

91. Best Buy Stores owed a duty to adequately advise, inform, and warn Mrs. Udell that a third-party agent would deliver the washer and dryer to her home.

92. Best Buy Stores owed a duty to adequately advise, inform, and warn Mrs. Udell that Best Buy Stores does not investigate, supervise, or oversee the employees and agents Best Buy Stores employs to deliver and install the products it sells to customers.

93. Best Buy Stores owed a duty to adequately advise, inform, and warn Mrs. Udell that Lachazo posed a risk of danger to her person or property.

94. Best Buy Stores breached the above duties.

95. Best Buy Stores' breaches of the above duties actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, Best Buy Stores, L.P., for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT VIII—LOSS OF CONSORTIUM
(Mr. Udell v. Best Buy Stores)

96. Mr. Udell re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

97. At all times material hereto, Mr. Udell and Mrs. Udell were married as husband and wife.

98. Best Buy Stores is legally responsible for Mrs. Udell's wrongful death.

99. Due to Best Buy Stores' negligence that caused Mrs. Udell's wrongful death, Mr. Udell lost the companionship, fellowship, company, cooperation, aid, love, affection, intimacy, sexual relationship, comfort, emotional support, solace, and society entitled to him because of his marriage to Mrs. Udell.

100. Due to Best Buy Stores' negligence that caused Mrs. Udell's wrongful death, Mr. Udell has suffered and will continue to suffer mental anguish and emotional distress.

101. The aforementioned injuries and damages to Mr. Udell were actually and proximately caused by Best Buy Stores' negligence.

WHEREFORE, Plaintiff, Joel Udell, individually, demands judgment against Defendant, Best Buy Stores, L.P., for all injuries and damages he suffered resulting from the loss of consortium of his wife, Evelyn S. Udell, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, costs, and interest, and any such further relief as the Court deems appropriate.

COUNT IX—RESPONDEAT SUPERIOR
(Personal Representative v. J.B. Hunt)

102. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

103. At all times material hereto, Lachazo was J.B. Hunt's employee, servant, and agent.

104. At all times material hereto, Lachazo was acting within the scope and authority of his employment, service, and agency with J.B. Hunt.

105. At all times material hereto, J.B. Hunt had the right to exercise full control over and did in fact exercise full control over Lachazo's employment, service, and agency with J.B. Hunt, including Lachazo's delivery and installation of the washer and dryer at Mrs. Udell's home.

106. J.B. Hunt adopted Lachazo as its employee and authorized agent to deliver and install the washer and dryer at Mrs. Udell's home.

107. Pursuant to the doctrine of *respondeat superior*, J.B. Hunt is legally responsible for Lachazo's intentional and wrongful acts, which actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, J.B. Hunt Transport, Inc., for all

injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs

COUNT X—NEGLIGENCE
(Personal Representative v. J.B. Hunt)

108. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

109. At all times material hereto, Lachazo was J.B. Hunt's employee, servant, and agent.

110. At all times material hereto, Lachazo was acting within the scope and authority of his employment, service, and agency with J.B. Hunt.

111. J.B. Hunt owed a duty to adequately hire, investigate, retain, supervise, and oversee the delivery personnel J.B. Hunt uses or authorizes to deliver and install the products it sells to customers.

112. J.B. Hunt owed a duty to adequately hire, investigate, retain, supervise, and oversee Lachazo during the scope of his employment, service, and agency with J.B. Hunt.

113. J.B. Hunt owed a duty to adequately advise, inform, and warn Mrs. Udell that a third-party agent would deliver the washer and dryer to her home.

114. J.B. Hunt owed a duty to adequately advise, inform, and warn Mrs. Udell that J.B. Hunt does not investigate, supervise, or oversee the employees and agents J.B. Hunt employs to deliver and install the products it sells to customers.

115. J.B. Hunt owed a duty to adequately advise, inform, and warn Mrs. Udell that Lachazo posed a risk of danger to her person or property.

116. J.B. Hunt breached the above duties.

117. J.B. Hunt's breaches of the above duties actually and proximately caused injury

and death to Mrs. Udell.

WHEREFORE, Plaintiff, Joel Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, J.B. Hunt Transport, Inc., for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT XI—LOSS OF CONSORTIUM
(Mr. Udell v. J.B. Hunt)

118. Mr. Udell re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

119. At all times material hereto, Mr. Udell and Mrs. Udell were married as husband and wife.

120. J.B. Hunt is legally responsible for Mrs. Udell's wrongful death.

121. Due to J.B. Hunt's negligence that caused Mrs. Udell's wrongful death, Mr. Udell lost the companionship, fellowship, company, cooperation, aid, love, affection, intimacy, sexual relationship, comfort, emotional support, solace, and society entitled to him because of his marriage to Mrs. Udell.

122. Due to J.B. Hunt's negligence that caused Mrs. Udell's wrongful death, Mr. Udell has suffered and will continue to suffer mental anguish and emotional distress.

123. The aforementioned injuries and damages to Mr. Udell were actually and proximately caused by J.B. Hunt's negligence.

WHEREFORE, Plaintiff, Maury L. Udell, individually, demands judgment against Defendant, J.B. Hunt Transport, Inc., for all injuries and damages he suffered resulting from the loss of consortium of his wife, Evelyn S. Udell, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic

damages, costs, and interest, and any such further relief as the Court deems appropriate.

COUNT XII—RESPONDEAT SUPERIOR
(Personal Representative v. X.M. Delivery)

124. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

125. At all times material hereto, Lachazo was X.M. Delivery's employee, servant, and agent.

126. At all times material hereto, Lachazo was acting within the scope and authority of his employment, service, and agency with X.M. Delivery.

127. At all times material hereto, X.M. Delivery had the right to exercise full control over and did in fact exercise full control over Lachazo's employment, service, and agency with X.M. Delivery, including Lachazo's delivery and installation of the washer and dryer at Mrs. Udell's home.

128. X.M. Delivery adopted Lachazo as its employee and authorized agent to deliver and install the washer and dryer at Mrs. Udell's home.

129. Pursuant to the doctrine of *respondeat superior*, X.M. Delivery is legally responsible for Lachazo's intentional and wrongful acts, which actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Joel Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, X.M. Delivery Service, Inc., for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT XIII—NEGLIGENCE
(Personal Representative v. X.M. Delivery)

130. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46

of this Complaint as if fully stated herein.

131. At all times material hereto, Lachazo was X.M. Delivery's employee, servant, and agent.

132. At all times material hereto, Lachazo was acting within the scope and authority of his employment, service, and agency with X.M. Delivery.

133. X.M. Delivery owed a duty to adequately hire, investigate, retain, supervise, and oversee the delivery personnel X.M. Delivery uses or authorizes to deliver and install the products it sells to customers.

134. X.M. Delivery owed a duty to adequately hire, investigate, retain, supervise, and oversee Lachazo during the scope of his employment, service, and agency with X.M. Delivery.

135. X.M. Delivery owed a duty to adequately advise, inform, and warn Mrs. Udell that a third-party agent would deliver the washer and dryer to her home.

136. X.M. Delivery owed a duty to adequately advise, inform, and warn Mrs. Udell that X.M. Delivery does not investigate, supervise, or oversee the employees and agents X.M. Delivery employs to deliver and install the products it sells to customers.

137. X.M. Delivery owed a duty to adequately advise, inform, and warn Mrs. Udell that Lachazo posed a risk of danger to her person or property.

138. X.M. Delivery breached the above duties.

139. X.M. Delivery's breaches of the above duties actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, X.M. Delivery Service, Inc., for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT XIV—LOSS OF CONSORTIUM
(Mr. Udell v. X.M. Delivery)

140. Mr. Udell re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

141. At all times material hereto, Mr. Udell and Mrs. Udell were married as husband and wife.

142. X.M. Delivery is legally responsible for Mrs. Udell's wrongful death.

143. Due to X.M. Delivery's negligence that caused Mrs. Udell's wrongful death, Mr. Udell lost the companionship, fellowship, company, cooperation, aid, love, affection, intimacy, sexual relationship, comfort, emotional support, solace, and society entitled to him because of his marriage to Mrs. Udell.

144. Due to X.M. Delivery's negligence that caused Mrs. Udell's wrongful death, Mr. Udell has suffered and will continue to suffer mental anguish and emotional distress.

145. The aforementioned injuries and damages to Mr. Udell were actually and proximately caused by X.M. Delivery's negligence.

WHEREFORE, Plaintiff, Joel Udell, individually, demands judgment against Defendant, X.M. Delivery Service, Inc., for all injuries and damages he suffered resulting from the loss of consortium of his wife, Evelyn S. Udell, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, costs, and interest, and any such further relief as the Court deems appropriate.

COUNT XV—NEGLIGENCE
(Personal Representative v. Dumett)

146. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

147. Dumett owed a duty to adequately hire, investigate, retain, supervise, and oversee

the delivery personnel used or authorized to deliver and install products on behalf of Best Buy Co. and Best Buy Stores.

148. Dumett owed a duty to adequately hire, investigate, retain, supervise, and oversee Lachazo during the scope of his employment, service, and agency with Best Buy Co. and Best Buy Stores.

149. Dumett owed a duty to adequately advise, inform, and warn Mrs. Udell that a third-party agent would deliver the washer and dryer to her home.

150. Dumett owed a duty to adequately advise, inform, and warn Mrs. Udell that there is no investigation, supervision, or oversight of the employees and agents used to deliver and install products on behalf of Best Buy Co. and Best Buy Stores.

151. Dumett owed a duty to adequately advise, inform, and warn Mrs. Udell that Lachazo posed a risk of danger to her person or property.

152. Dumett breached the above duties.

153. Dumett's breaches of the above duties actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, George Dumett, for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT XVI—LOSS OF CONSORTIUM
(Mr. Udell v. Dumett)

154. Mr. Udell re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

155. At all times material hereto, Mr. Udell and Mrs. Udell were married as husband

and wife.

156. Dumett is legally responsible for Mrs. Udell's wrongful death.

157. Due to Dumett's negligence that caused Mrs. Udell's wrongful death, Mr. Udell lost the companionship, fellowship, company, cooperation, aid, love, affection, intimacy, sexual relationship, comfort, emotional support, solace, and society entitled to him because of his marriage to Mrs. Udell.

158. Due to Dumett's negligence that caused Mrs. Udell's wrongful death, Mr. Udell has suffered and will continue to suffer mental anguish and emotional distress.

159. The aforementioned injuries and damages to Mr. Udell were actually and proximately caused by Dumett's negligence.

WHEREFORE, Plaintiff, Joel Udell, individually, demands judgment against Defendant, George Dumett, for all injuries and damages he suffered resulting from the loss of consortium of his wife, Evelyn S. Udell, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, costs, and interest, and any such further relief as the Court deems appropriate.

COUNT XVII—NEGLIGENCE
(Personal Representative v. VanHellemont)

160. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

161. VanHellemont owed a duty to adequately hire, investigate, retain, supervise, and oversee the delivery personnel used or authorized to deliver and install products on behalf of Best Buy Co. and Best Buy Stores.

162. VanHellemont owed a duty to adequately hire, investigate, retain, supervise, and oversee Lachazo during the scope of his employment, service, and agency with Best Buy Co. and

Best Buy Stores.

163. VanHellemont owed a duty to adequately advise, inform, and warn Mrs. Udell that a third-party agent would deliver the washer and dryer to her home.

164. VanHellemont owed a duty to adequately advise, inform, and warn Mrs. Udell that there is no investigation, supervision, or oversight of the employees and agents used to deliver and install products on behalf of Best Buy Co. and Best Buy Stores.

165. VanHellemont owed a duty to adequately advise, inform, and warn Mrs. Udell that Lachazo posed a risk of danger to her person or property.

166. VanHellemont breached the above duties.

167. VanHellemont's breaches of the above duties actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, Robert VanHellemont, for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT XVIII—LOSS OF CONSORTIUM
(Mr. Udell v. VanHellemont)

168. Mr. Udell re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

169. At all times material hereto, Mr. Udell and Mrs. Udell were married as husband and wife.

170. VanHellemont is legally responsible for Mrs. Udell's wrongful death.

171. Due to VanHellemont's negligence that caused Mrs. Udell's wrongful death, Mr. Udell lost the companionship, fellowship, company, cooperation, aid, love, affection, intimacy,

sexual relationship, comfort, emotional support, solace, and society entitled to him because of his marriage to Mrs. Udell.

172. Due to VanHellemont's negligence that caused Mrs. Udell's wrongful death, Mr. Udell has suffered and will continue to suffer mental anguish and emotional distress.

173. The aforementioned injuries and damages to Mr. Udell were actually and proximately caused by VanHellemont's negligence.

WHEREFORE, Plaintiff, Joel Udell, individually, demands judgment against Defendant, Robert VanHellemont, for all injuries and damages he suffered resulting from the loss of consortium of his wife, Evelyn S. Udell, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, costs, and interest, and any such further relief as the Court deems appropriate.

COUNT XIX—NEGLIGENCE
(Personal Representative v. Chavez)

174. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

175. Chavez owed a duty to adequately hire, investigate, retain, supervise, and oversee the delivery personnel used or authorized to deliver and install products on behalf of Best Buy Co. and Best Buy Stores.

176. Chavez owed a duty to adequately hire, investigate, retain, supervise, and oversee Lachazo during the scope of his employment, service, and agency with Best Buy Co. and Best Buy Stores.

177. Chavez owed a duty to adequately advise, inform, and warn Mrs. Udell that a third-party agent would deliver the washer and dryer to her home.

178. Chavez owed a duty to adequately advise, inform, and warn Mrs. Udell that there

is no investigation, supervision, or oversight of the employees and agents used to deliver and install products on behalf of Best Buy Co. and Best Buy Stores.

179. Chavez owed a duty to adequately advise, inform, and warn Mrs. Udell that Lachazo posed a risk of danger to her person or property.

180. Chavez breached the above duties.

181. Chavez' breaches of the above duties actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, demands judgment against Defendant, Manuel D. Chavez, for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT XX—LOSS OF CONSORTIUM
(Mr. Udell v. Chavez)

182. Mr. Udell re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

183. At all times material hereto, Mr. Udell and Mrs. Udell were married as husband and wife.

184. Chavez is legally responsible for Mrs. Udell's wrongful death.

185. Due to Chavez's negligence that caused Mrs. Udell's wrongful death, Mr. Udell lost the companionship, fellowship, company, cooperation, aid, love, affection, intimacy, sexual relationship, comfort, emotional support, solace, and society entitled to him because of his marriage to Mrs. Udell.

186. Due to Chavez's negligence that caused Mrs. Udell's wrongful death, Mr. Udell has suffered and will continue to suffer mental anguish and emotional distress.

187. The aforementioned injuries and damages to Mr. Udell were actually and proximately caused by Chavez's negligence.

WHEREFORE, Plaintiff, Joel Udell, individually, demands judgment against Defendant, Manuel D. Chavez, for all injuries and damages he suffered resulting from the loss of consortium of his wife, Evelyn S. Udell, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, costs, and interest, and any such further relief as the Court deems appropriate.

COUNT XXI—NEGLIGENCE
(Personal Representative v. Gonzalez)

188. The Personal Representative re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

189. Gonzalez owed a duty to adequately hire, investigate, retain, supervise, and oversee Lachazo during the scope of their delivery of a washer and dryer to Mrs. Udell on August 19, 2019.

190. Gonzalez owed a duty to adequately advise, inform, and warn Mrs. Udell that he and Lachazo were third-party agents.

191. Gonzalez owed a duty to adequately advise, inform, and warn Mrs. Udell that there is no investigation, supervision, or oversight of his Lachazo's work.

192. Gonzalez owed a duty to adequately advise, inform, and warn Mrs. Udell that Lachazo posed a risk of danger to her person or property.

193. Gonzalez breached the above duties.

194. Gonzalez' breaches of the above duties actually and proximately caused injury and death to Mrs. Udell.

WHEREFORE, Plaintiff, Maury L. Udell, as the Personal Representative of the Estate

of Evelyn S. Udell, demands judgment against Defendant, David Gonzalez, for all injuries and damages recoverable under the Florida Wrongful Death Act and for any and all such further relief available under Florida law, including interest and costs.

COUNT XXII—LOSS OF CONSORTIUM
(Mr. Udell v. Gonzalez)

195. Mr. Udell re-alleges and incorporates Paragraphs 1 through 46 of this Complaint as if fully stated herein.

196. At all times material hereto, Mr. Udell and Mrs. Udell were married as husband and wife.

197. Gonzalez is legally responsible for Mrs. Udell's wrongful death.

198. Due to Gonzalez' negligence that caused Mrs. Udell's wrongful death, Mr. Udell lost the companionship, fellowship, company, cooperation, aid, love, affection, intimacy, sexual relationship, comfort, emotional support, solace, and society entitled to him because of his marriage to Mrs. Udell.

199. Due to Gonzalez' negligence that caused Mrs. Udell's wrongful death, Mr. Udell has suffered and will continue to suffer mental anguish and emotional distress.

200. The aforementioned injuries and damages to Mr. Udell were actually and proximately caused by Gonzalez' negligence.

WHEREFORE, Plaintiff, Joel Udell, individually, demands judgment against Defendant, George Gonzalez, for all injuries and damages he suffered resulting from the loss of consortium of his wife, Evelyn S. Udell, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, costs, and interest, and any such further relief as the Court deems appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs, Maury L. Udell, as the Personal Representative of the Estate of Evelyn S. Udell, and Joel Udell, individually, hereby demand a trial by jury on all issues so triable.

Dated: September 26, 2019

/s/ Nicholas P. Panagakis

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