

NOTICE OF APPLICATION FOR
PREJUDGMENT REMEDY/CLAIM FOR
HEARING TO CONTEST APPLICATION
OR CLAIM EXEMPTION

JD-CV-53 Rev. 7-01
C.G.S. §§ 52-278c et seq.

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

INSTRUCTIONS TO PLAINTIFF/APPLICANT

1. Complete section I in connection with all prejudgment remedies EXCEPT ex parte prejudgment remedies and submit to the Clerk along with your application and other required documents.
2. Upon receipt of signed order for hearing from clerk, serve this form on defendant(s) with other required documents.

COURT USE ONLY	
CLPJRA Application For PJR	CLPJRHG Contest PJR Application (If Section III Completed)

SECTION I - CASE INFORMATION (To be completed by Plaintiff/Applicant)

<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session <input type="checkbox"/> G.A. No. _____	COURT ADDRESS 95 Washington Street, Hartford, CT 06106
Has a temporary restraining order been requested? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	AMOUNT, LEGAL INTEREST, OR PROPERTY IN DEMAND, EXCLUSIVE OF INTEREST AND COSTS IS ("X" one of the following) <input type="checkbox"/> LESS THAN \$2500 <input type="checkbox"/> \$2500 THROUGH \$14,999.99 <input checked="" type="checkbox"/> \$15,000 OR MORE ("X" if applicable) <input type="checkbox"/> CLAIMING OTHER RELIEF IN ADDITION TO OR IN LIEU OF MONEY DAMAGES
NAME OF CASE (First-named plaintiff vs. First-named defendant) Cruz, Juan v. Spec Personnel, LLC et al.	
<input checked="" type="checkbox"/> SEE ATTACHED FORM JD-CV-67 FOR CONTINUATION OF PARTIES	
CASE TYPE (From Judicial Branch code list) MAJOR: T MINOR: 90	NO. COUNTS 17
NAME AND ADDRESS OF PLAINTIFF/APPLICANT (Person making application for Prejudgment Remedy) (No., street, town and zip code) Juan Cruz et al, 122 Grandview Terrace, Hartford, CT 06114	
NAME(S), ADDRESS(ES) AND TELEPHONE NO(S). OF DEFENDANT(S) AGAINST WHOM PREJUDGMENT REMEDY IS SOUGHT (No., street, town and zip code) (Attach additional sheet if necessary) Spec Personnel, LLC, 4625 Creekstone Drive, Ste. 130, Durham, NC 27703	
NAME AND ADDRESS OF ANY THIRD PERSON HOLDING PROPERTY OF DEFENDANT WHO IS TO BE MADE A GARNISHEE BY PROCESS PREVENTING DISSIPATION	
FOR THE PLAINTIFF(S) ENTER THE APPEARANCE OF:	NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code) Connecticut Trial Firm, LLC, 437 Naubuc Avenue, Suite 107, Glastonbury, CT 06033
TELEPHONE NO. (860) 471-8333	JURIS NO. (If atty. or law firm) 436558
SIGNED 	
DATE SIGNED 03/15/2018	

SECTION II - NOTICE TO DEFENDANT

You have rights specified in the Connecticut General Statutes, including Chapter 903a, that you may wish to exercise concerning this application for a prejudgment remedy. These rights include the right to a hearing:

- (1) to object to the proposed prejudgment remedy because you have a defense to or set-off against the action or a counterclaim against the plaintiff or because the amount sought in the application for the prejudgment remedy is unreasonably high or because payment of any judgment that may be rendered against you is covered by any insurance that may be available to you;
- (2) to request that the plaintiff post a bond in accordance with section 52-278d of the General Statutes to secure you against any damages that may result from the prejudgment remedy;
- (3) to request that you be allowed to substitute a bond for the prejudgment remedy sought; and
- (4) to show that the property sought to be subjected to the prejudgment remedy is exempt from such a prejudgment remedy.

You may request a hearing to contest the application for a prejudgment remedy, assert any exemption or make a request concerning the posting or substitution of a bond in connection with the prejudgment remedy. **The hearing may be requested by any proper motion or by completing section III below and returning this form to the superior court at the Court Address listed above.**

You have a right to appear and be heard at the hearing on the application to be held at the above court location on:

DATE April 16, 2018	TIME 9:30 A.M.	COURTROOM TBD
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SECTION III - DEFENDANT'S CLAIM AND REQUEST FOR HEARING (To be completed by Defendant)

I, the defendant named below, request a hearing to contest the application for prejudgment remedy, claim an exemption or request the posting or substitution of a bond. I claim: ("X" the appropriate boxes)

- | | |
|--|---|
| <input type="checkbox"/> that the amount sought in the application for prejudgment remedy is unreasonably high. | <input type="checkbox"/> a defense, counterclaim, set-off, or exemption. |
| <input type="checkbox"/> that any judgment that may be rendered is adequately secured by insurance. | <input type="checkbox"/> that I be allowed to substitute a bond for the prejudgment remedy. |
| <input type="checkbox"/> that the plaintiff be required to post a bond to secure me against any damages that may result from the prejudgment remedy. | |

I certify that a copy of the above claim was mailed/delivered to the Plaintiff or the Plaintiff's attorney on the Date Mailed/Delivered shown below.

DATE COPY(IES) MAILED/DELIVERED	SIGNED (Defendant)	DATE SIGNED
TYPE OR PRINT NAME AND ADDRESS OF DEFENDANT		
DOCKET NO. PJR CV 18-5051489		
NAME OF EACH PARTY SERVED*		ADDRESS AT WHICH SERVICE WAS MADE*

*If necessary, attach additional sheet with names of each party served and the address at which service was made.

CONTINUATION OF PARTIES

JD-CV-67 New 2-98

STATE OF CONNECTICUT SUPERIOR COURT

FIRST NAMED PLAINTIFF (Last, First, Middle Initial)

Cruz, Juan

FIRST NAMED DEFENDANT (Last, First, Middle Initial)

Spec Personnel, LLC

ADDITIONAL PLAINTIFFS

NAME (Last, First, Middle Initial, if individual)

ADDRESS (No., Street, Town and ZIP Code)

Medina, AdaMaria, 122 Grandview Terrace, Hartford, CT 06114

Medina, Nathan (PPA Juan Cruz), 122 Grandview Terrace, Hartford, CT 06114

Lopez, Jonathan (PPA Juan Cruz), 122 Grandview Terrace, Hartford, CT 06114

Juan Cruz 122 Grandview Terrace, Hartford, CT 06114

Emily Cruz 122 Grandview Terrace, Hartford, CT 06114

ADDITIONAL DEFENDANTS

NAME (Last, First, Middle Initial, if individual)

ADDRESS (No., Street, Town and ZIP Code)

Special Personnel LLC 4625 Creekstone Drive, Ste 130 Durham NC 27703

JeanPaul D. Paez LKA Per DMV 313 Highstreet 2N, New Britain CT 06051

Phillips North America LLC - 3000 Minuteman Road, Andover MA 01810

FOR COURT USE ONLY - FILE DATE

DOCKET NO.

CV18-5051489

CONTINUATION OF PARTIES

CV 8 - 5051489

RETURN DATE: MAY 1, 2018 : SUPERIOR COURT
CRUZ, JUAN ET AL. : J.D. OF HARTFORD
V. : AT HARTFORD
SPEC PERSONNEL, LLC ET AL. : MARCH 15, 2018

APPLICATION FOR PREJUDGMENT REMEDY

To the Superior Court for the Judicial District of Hartford, at Hartford:

Pursuant to General Statutes § 57-278 et seq, the undersigned respectfully applies for a prejudgment remedy in the amount and to the extent described below. In support of this Application, the plaintiffs represent:

1. That the plaintiffs—Juan Cruz; Emily Cruz; AdaMarie Medina; Nathan Medina PPA Juan Cruz; and Jonathan Lopez PPA Juan Cruz—will commence an action against the defendant, Spec Personnel, LLC, pursuant to the attached signed Writ, Summons, Complaint and Affidavit.
2. That there is probable cause that a judgment in the amount of the prejudgment remedy sought, or in an amount greater than the amount of the prejudgment remedy sought, taking into account any known defenses, counterclaims or set-offs, will be rendered in the matter in favor of the applicants and that to secure the judgment the applicants seek an order from this court directing that the following prejudgment remedy be granted to secure the sum of **fifty million dollars (\$50,000,000.00)**:
 - a. An order to attach sufficient property (real estate, personal property, and all other assets) in which the defendant, Spec Personnel, LLC, has an interest in to secure such sum;
 - b. An order to garnishee persons or corporations as they are agents, trustees or

debtors of the the defendant, Spec Personnel, LLC, and have in their possession property of the defendant and are indebted to the defendant; and

d. An order that the defendant, Spec Personnel, LLC, be restrained from removing or attempting to remove any of their property from the State of Connecticut.

3. Attached hereto is the affidavit sworn to by the plaintiff, Juan Cruz, setting forth a statement of facts sufficient to show that there is probable cause that a judgment in the amount of the prejudgment remedy sought, or in an amount greater than the amount of the prejudgment remedy sought, taking into account any known defenses, counterclaims or set-offs, will be rendered in the matter in favor of the plaintiffs.

4. The prejudgment remedy, sought is for an attachment and/or garnishment of any assets of the defendant, Spec Personnel, LLC, whether real or personal, tangible or intangible, of any kind whatsoever.

5. Plaintiff further seeks an order requiring the defendant, Spec Personnel, LLC, to disclose assets sufficient to satisfy said prejudgment remedy, in accordance with Conn. Gen. Stat. §52-278n and the accompanying Motion for Disclosure of Assets.

4. Additionally, attached hereto, is a Notice and Claim Form, as required by Conn. Gen. Stat. § 52-278a, et seq.

THE PLAINTIFFS,
JUAN CRUZ
EMILY CRUZ
ADAMARIE MEDINA
NATHAN MEDINA (PPA JUAN CRUZ) AND
JONATHAN LOPEZ (PPA JUAN CRUZ)

/s/ Andrew P. Garza
Andrew P. Garza, Esq.
Connecticut Trial Firm, LLC
437 Naubuc Avenue
Suite 107
Glastonbury, CT 06033
Tel: (860) 471-8333
Fax: (860) 471-8332
Juris No. 436558

AFFIDAVIT OF JUAN CRUZ

I, JUAN CRUZ:

1. I am over the age of eighteen and understand the obligation of an oath.
2. I am a plaintiff in this matter and am thoroughly familiar with the facts set forth in the complaint and the motion for prejudgment remedy filed in this case, and those facts are true and correct to the best of my knowledge and belief.
3. At all relevant times, me; Emily Cruz; AdaMarie Medina; Nathan Medina PPA Juan Cruz; and Jonathan Lopez PPA Juan Cruz—were residents of Hartford, Connecticut.
4. At all relevant times, the defendant, Spec Personnel, LLC (hereinafter "Spec"), was and is a business entity organized and existing under the laws of the State of Connecticut conducting business in Connecticut with a principal place of business located in Durham, North Carolina.
5. At all relevant times, Spec was a company specializing in the provision of temporary staffing services.
6. At all relevant times, the defendant, Philips North America LLC (hereinafter "Philips"), was a business entity organized and existing under the laws of the State of Delaware, conducting business in Connecticut with a principal place of business located in Andover, Massachusetts.
7. On or before September 19, 2017, Spec agreed to provide temporary staffing services to Rexel Holdings USA Corp. and/or Rexel, Inc. (collectively "Rexel"), for work to be performed in the warehouse located at 270 Locust Street, Hartford, Connecticut (hereinafter "the warehouse").
8. At all relevant times, I was an employee of Rexel.
9. Sometime prior to September 19, 2017, Spec furnished its temporary employee and the co-defendant, JeanPaul Paez, to Rexel to perform work in the warehouse.
10. At all relevant times, the defendant, JeanPaul Paez, was an agent, servant, and/or employee of Spec.
11. On September 19, 2017, I was lawfully on the Rexel premises, working in the warehouse.
12. Upon information and belief, at all relevant times, JeanPaul Paez had a known heroin dependency.
13. Upon information and belief, JeanPaul Paez would routinely come to work for Spec while high on heroin.

14. Upon information and belief, JeanPaul Paez would routinely call out of work for Spec on the Fridays that he was paid so that he could get high on heroin.
15. On September 19, 2017, JeanPaul Paez was operating a forklift in the warehouse when he suddenly, and without warning, caused an 800 pound pallet of lighting products to fall thirty (30) feet and crush me, causing me to sustain and suffer the personal injuries and losses hereinafter set forth (hereinafter "the paralyzing injuries").
16. Upon information and belief, JeanPaul Paez used heroin before coming to work for Spec on September 19, 2017.
17. Upon information and belief, JeanPaul Paez was drug-tested after causing the paralyzing injuries and the test was positive.
18. Thereafter, JeanPaul Paez was terminated from Spec.
19. The defendant's, JeanPaul Paez's, actions caused me to sustain and suffer the paralyzing injuries and the personal injuries and losses hereinafter set forth;
20. The paralyzing injuries were a direct and proximate result of the negligence and carelessness of JeanPaul Paez, in one or more of the following ways, in that he:
 - a. upon information and belief, used heroin before coming to work for Spec on the September 19, 2017;
 - b. upon information and belief, was high on heroin at the time of the paralyzing incident;
 - c. failed to clear adjacent aisles of Rexel or Spec employees prior to lifting the pallet;
 - d. did not ensure that adjacent aisles were clear of Rexel or Spec employees before he operated the forklift;
 - e. failed to inspect the pallet of lighting products to ensure that the load was properly secured to the pallet;
 - f. failed to properly secure the lighting products to the pallet;
 - g. failed to warn Rexel or Spec employees that he was moving a pallet from a great height;
 - h. failed to secure the pallet properly on the forklift;
21. Defendant, JeanPaul Paez, knew that he was operating the forklift while high on heroin when the pallet load was not secure and the area was not safe and, in spite of that knowledge, continued to operate the fork lift under the circumstances then and there existing, when under the circumstances it was obvious that such action posed a

great risk of harm to other persons in the warehouse.

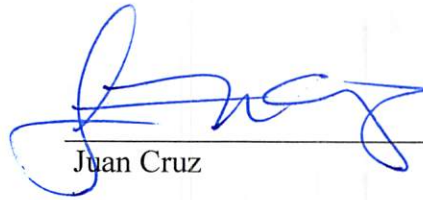
22. Defendant, JeanPaul Paez's, wanton and reckless indifference to the rights and safety of others was a substantial factor in causing my injuries and losses set forth herein.
23. Said incident and the paralyzing injuries and damages I sustained were proximately caused by the common law recklessness of the defendant, JeanPaul Paez.
24. As a direct and proximate result of the actions described above, I suffered catastrophic injuries to my body, including but not limited to paralysis which will be permanent in nature;
25. In addition, I required emergent medical and surgical care and received orthopedic and follow-up therapeutic care including the prescription of various medications;
26. The defendant's, Spec's, actions caused me to sustain and suffer the paralyzing injuries and the personal injuries and losses hereinafter set forth;
27. The paralyzing injuries were a direct and proximate result of the negligence and carelessness of Spec, acting by and through its agents, servants, managers, supervisors or employees, in one or more of the following ways, in that it/they:
 - a. furnished JeanPaul Paez to Rexel when they knew or should of known that he was unfit and unsafe for the work;
 - b. failed to train their agents, servants, apparent agents and/or employees; and/or
 - c. failed to provide the plaintiff, and other persons lawfully upon the premises, with a reasonably safe premises; and/or
 - d. knew, or in the exercise of reasonable care and inquiry should have known, that their employee, JeanPaul Paez, had a drug dependency that made him a danger to employees of Rexel and his co-employees at Spec; and/or
 - e. failed to conduct periodic drug tests of their employees; and/or
 - f. failed to terminate JeanPaul Paez's employment; and/or
 - g. failed to adequately supervise its servants, agents, apparent agents and/or employees;
 - h. failed to conduct an adequate investigation of the background and suitability of JeanPaul Paez for employment;
 - i. failed to conduct periodic assessments of JeanPaul Paez's continued suitability for employment;

- j. allowed JeanPaul Paez to continue to remain employed when the defendant knew, or should have known, that he did not possess the requisite training, supervision, or discretion to perform his job functions; and
- k. failed to adhere to its core values of:
 - i. "emphasis on safety";
 - ii. "unwavering punctuality and reliability"; and
 - iii. "a commitment to being drug-free"

28. As a result of the aforementioned incident and the negligence and carelessness of the defendant, JeanPaul Paez and Spec, I sustained and suffered the following personal injuries and losses, some or all of which will be permanent in nature:

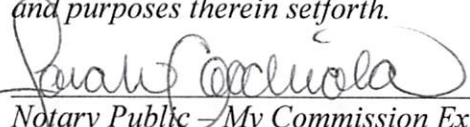
- a. T10 paraplegia secondary to trauma;
- b. complete spinal cord transection T10 through L1;
- c. crushing injury of abdomen, lower back, and pelvis;
- d. ASIA spinal cord injury;
- e. T11 fracture with retropulsion;
- f. open-reduction, internal-fixation of thoracic spine and placement of segmental instrumentation at T9-10, T12, and L1;
- g. arthrodesis with fusion from T9 through L1;
- h. right-sided rib fractures, 11th rib;
- i. left-sided rib fracture, 10th and 12th ribs;
- j. Neurogenic bowel;
- k. Neurogenic bladder;
- l. traumatic hemothorax;
- m. pulmonary contusion;
- n. increased risk of DVT, contractures, and wounds;
- o. loss of consciousness; and
- p. mental and physical anguish

29. As a further result of JeanPaul Paez's and Spec's negligence, I will not walk again.
30. As a further result thereof, I have been forced to incur financial obligations for hospital and medical care and treatment, diagnostic studies, x-rays, physical therapy, medicines, and the like, and will be obligated for further such sums in the future.
31. As a further result thereof, I have been, and in the future will continue to be, unable to pursue my usual activities to the same extent as prior to the accident, all to my further loss and detriment.
32. As a further result of the aforesaid incident and the injuries and effects thereof, I lost income from my employment and my earning capacity has been permanently impaired.
33. The aforementioned conduct of the defendant, JeanPaul Paez, occurred within the scope of his employment with Spec and in furtherance of its business; and
34. As a result thereof, Spec is vicariously liable for JeanPaul Paez's actions and must indemnify its employee.
35. At all times relevant herein, the plaintiff, Emily Cruz, was my lawful wife.
36. As a further result thereof, the plaintiff, Emily Cruz, has been deprived of my love, companionship, services, society, and affections and has become my caretaker.
37. At all times relevant herein, the plaintiff, AdaMarie Medina, was my minor daughter.
38. As a further result thereof, the plaintiff, AdaMarie Medina, has been deprived of my love, companionship, services, society, and affections.
39. At all times relevant herein, the plaintiff, Nathan Medina (PPA Juan Cruz), was my minor son.
40. As a further result thereof, the plaintiff, Nathan Medina (PPA Juan Cruz), has been deprived of my love, companionship, services, society, and affections.


Juan Cruz

STATE OF CONNECTICUT)
) SS.
COUNTY OF HARTFORD)

BE IT KNOWN, that on this 27th day of February, 2018, before me personally appeared Juan Cruz, to me personally known or made to be known to me by proper identification, to be the signer and sealer of the within foregoing instrument, and freely acknowledged that he/she voluntarily executed the same as his/her free act and deed for the uses and purposes therein setforth.


Notary Public - My Commission Expires: 5/31/2019
~~Commissioner of the Superior Court for the State of Connecticut~~
~~Juris No.:~~

CV18-5051489

RETURN DATE: MAY 1, 2018 : SUPERIOR COURT
CRUZ, JUAN ET AL. : J.D. OF HARTFORD
V. : AT HARTFORD
SPEC PERSONNEL, LLC ET AL. : MARCH 15, 2018

**ORDER FOR HEARING ON PLAINTIFFS' APPLICATION
FOR PREJUDGMENT REMEDY AND NOTICE TO DEFENDANTS**

The plaintiffs' Application for Prejudgment Remedy, seeking to attach certain specified real property and assets of the above-named defendant, having been presented to the court:

IT IS HEREBY ORDERED, that a hearing be held thereon on the 16th day of April, 2018, at 9:30 (a.m.) 1 p.m. and that the plaintiff give notice to the defendant, Spec Personnel, LLC, in accordance with § 52-278c of the General Statutes of the pendency of the application and of the time when it will be heard by causing a true and attested copy of the application, the proposed signed writ, summons, complaint, affidavit and of this order together with such notice as is required under subsection (e) of § 52-278c, to be served upon the defendant by some proper officer or indifferent person on or before April 9, 2018 and that due return of service be made to this court.

Dated this 15th day of March, 2018.

BY THE COURT

Adam Bulewicz, Jr.

Clerk / ~~Judge of the Superior Court~~



Notice Regarding Hearing

A hearing has been scheduled for this matter on the date and time shown on the attached order which has been signed by the judge or a clerk of the court. You or an attorney representing you must come to court on the date and time shown in the order if you want to contest this matter.

The court will conduct a conference with you or your attorney and the applicant or the applicant's attorney on this hearing date. The purpose of the conference is to attempt to resolve issues and to schedule a hearing for this matter if it is required. The Court will not hold a hearing, at which witnesses can testify and evidence will be presented, on this date. If a hearing is required, the Court will schedule the matter for a hearing. The hearing is usually scheduled within two weeks of the conference.

If you or your attorney do not come to court on the date and time shown on the attached order, the Court may make a decision on this matter based on the papers filed by the applicant without scheduling a hearing at which witnesses can testify and evidence will be presented.

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

RETURN DATE: MAY 1, 2018 : SUPERIOR COURT
CRUZ, JUAN ET AL. : J.D. OF HARTFORD
V. : AT HARTFORD
SPEC PERSONNEL, LLC ET AL. : MARCH 15, 2018

ORDER GRANTING PREJUDGMENT REMEDY AFTER HEARING

WHEREAS, the plaintiffs—Juan Cruz; Emily Cruz; AdaMarie Medina; Nathan Medina PPA Juan Cruz; and Jonathan Lopez PPA Juan Cruz—in the above-entitled action have commenced an action against the defendant, Spec Personnel, LLC, pursuant to the attached signed Writ, Summons, and Complaint, containing claims for money damages and other remedies, and have made application for a prejudgment remedy upon a hearing to attach specific assets in addition to those assets disclosed by the defendant pursuant to the Applicants’ Motion for Disclosure of Assets.

WHEREAS, after due hearing at which the plaintiffs and defendant appeared and were fully heard, it is found that there is probable cause to believe that a judgment in the amount of the prejudgment remedy sought, or in an amount greater than the amount of the prejudgment remedy sought, taking into account any known defenses, counterclaims or setoffs, will be rendered in favor of the plaintiffs and that the plaintiffs’ Application should be granted; it is hereby:

ORDERED that any proper officer, to the value of **\$50,000,00.00**:

(a) to attach sufficient property (real estate, personal property and all other assets) of the defendant to secure such sum; and

(b) to garnishee persons or corporations as they are agents, trustees or debtors of the defendant and have in their possession property of the defendant and are indebted to the defendant.

IT IS FURTHER ORDERED that any proper officer attach any and all assets not included above that have been disclosed by the defendant at the hearing in connection with the plaintiffs' Application for Prejudgment Remedy.

BY THE COURT

Dated

Judge / Clerk of the Court

RETURN DATE: MAY 1, 2018 : SUPERIOR COURT
CRUZ, JUAN ET AL. : J.D. OF HARTFORD
V. : AT HARTFORD
SPEC PERSONNEL, LLC ET AL. : MARCH 15, 2018

WRIT OF ATTACHMENT FOR PREJUDGMENT REMEDY

TO ANY PROPER OFFICER:

BY THE AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby
commanded, to attach to THE VALUE OF \$50,000,000.00:

(a) to garnishee persons or corporations as they are agents, trustees or debtors of the
defendant and have in their possession property of the defendant and are indebted to the
plaintiffs.

(b) to garnishee persons or corporations as they are agents, trustees or debtors of the
defendant and have in their possession property of the defendant and are indebted to the
plaintiffs.

BY THE COURT

Judge / Assistant Clerk

Commissioner of the Superior Court

RETURN DATE: MAY 1, 2018 : SUPERIOR COURT
CRUZ, JUAN ET AL. : J.D. OF HARTFORD
V. : AT HARTFORD
SPEC PERSONNEL, LLC ET AL. : MARCH 15, 2018

NOTICE

“YOU HAVE RIGHTS SPECIFIED IN THE CONNECTICUT GENERAL STATUTES, INCLUDING CHAPTER 903a, THAT YOU MAY WISH TO EXERCISE CONCERNING THIS APPLICATION FOR A PREJUDGMENT REMEDY. THESE RIGHTS INCLUDE THE RIGHT TO A HEARING: (1) TO OBJECT TO THE PROPOSED PREJUDGMENT REMEDY BECAUSE YOU HAVE A DEFENSE TO OR SET-OFF AGAINST THE ACTION OR A COUNTERCLAIM AGAINST THE PLAINTIFF OR BECAUSE THE AMOUNT SOUGHT IN THE APPLICATION FOR THE PREJUDGMENT REMEDY IS UNREASONABLY HIGH OR BECAUSE PAYMENT OF ANY JUDGMENT THAT MAY BE RENDERED AGAINST YOU IS COVERED BY ANY INSURANCE THAT MAY BE AVAILABLE TO YOU; (2) TO REQUEST THAT THE PLAINTIFF POST A BOND IN ACCORDANCE WITH SECTION 52-278d OF THE GENERAL STATUTES TO SECURE YOU AGAINST ANY DAMAGES THAT MAY RESULT FROM THE PREJUDGMENT REMEDY; (3) TO REQUEST THAT YOU BE ALLOWED TO SUBSTITUTE A BOND FOR THE PREJUDGMENT REMEDY SOUGHT; AND (4) TO SHOW THAT THE PROPERTY SOUGHT TO BE SUBJECTED TO THE PREJUDGMENT REMEDY IS EXEMPT FROM SUCH A PREJUDGMENT REMEDY.”

RETURN DATE: MAY 1, 2018 : SUPERIOR COURT
CRUZ, JUAN ET AL. : J.D. OF HARTFORD
V. : AT HARTFORD
SPEC PERSONNEL, LLC ET AL. : MARCH 15, 2018

PLAINTIFFS' MOTION FOR DISCLOSURE OF ASSETS

Pursuant to Connecticut General Statutes Section 52-278n, the applicants, JUAN CRUZ; EMILY CRUZ; ADAMARIE MEDINA; NATHAN MEDINA PPA JUAN CRUZ; AND JONATHAN LOPEZ PPA JUAN CRUZ—hereby moves that the defendant, Spec Personnel, LLC, disclose under oath and in Court any property in which they may have an interest:

1. Any and all assets, whether real or personal, tangible or intangible, of any kind, including but not limited to:
 - (a)
 - (1) any and all bank accounts, wherever located and in whatever form, including but not limited to any and all savings accounts, demand accounts, time accounts, passbook accounts, checking accounts, money market accounts, interest-bearing accounts, and investment accounts; and
 - (2) the location and nature of the defendant's interest in the bank account(s) disclosed pursuant to section (a)(1) above.
 - (b)
 - (1) any and all real estate, wherever located, including but not limited to any and all vacant and/or occupied real property; and
 - (2) the location and nature of the defendant's interest in the real estate disclosed pursuant to section (b)(1) above.
 - (c)
 - (1) any and all stocks, bonds, and/or marketable securities, wherever located and in whatever form; and

- (2) a description of the stocks, bonds and/or marketable securities disclosed pursuant to section (c)(1) above, its/their location, and the nature of the defendant's interest in the stocks, bonds, and/or marketable securities.
- (d)
 - (1) any and all mutual funds or any other investment funds, wherever located and in whatever form; and
 - (2) a description of the mutual funds and/or other investment funds disclosed pursuant to section (d)(1) above, its/their location, and the nature of the defendant's interest in the mutual funds and/or other investment funds.
- (e)
 - (1) any and all cash or cash equivalents, wherever located and in whatever form; and
 - (2) a description of the amount, location, and nature of the defendant's interest in the cash and/or cash equivalents disclosed pursuant to section (e)(1) above.
- (f)
 - (1) any and all insurance policies, wherever located and in whatever form; and
 - (2) a description of the insurance policies disclosed pursuant to section (f)(1) above (including but not limited to policy number, named of insured, cash surrender value, location of policy), and the nature of the defendant's interest in the insurance policy(ies).
- (g)
 - (1) any and all notes or any other indicia of indebtedness, wherever located and in whatever form; and
 - (2) a description of the notes and any other documents disclosed pursuant to section (g)(1) above, including the location of the notes and other documents, the amount owed to the Defendant, the terms of payment, and the person(s) and/or entity(ies) from which payment is due.
- (h)
 - (1) any and all accounts receivable, payments, and/or distributions, regardless of form; and
 - (2) a description of the accounts receivable, payments, and/or distributions disclosed pursuant to section (h)(1) above, including the location of the accounts receivable, payments, and/or distributions, the amount owed to the Defendant, the

terms of payment, and the person(s) and/or entity(ies) from which payment is due.

- (i) (1) any and all copyrights, patents, and/or trademarks, regardless of form; and
 - (2) a description of the copyrights, patents and trademarks disclosed pursuant to section (i)(1) above, including the location of the copyrights, patents and trademarks, and the defendant's interest in the copyrights, patents, and/or trademarks.
- (j) (1) any and all judgments in any state, federal, tribal, administrative, or other court, whether already obtained or expected to be obtained; and
 - (2) a description of the judgment(s) disclosed pursuant to section (j)(1) above, including a description of the court from which the judgment has been obtained or is expected, and what amounts are owed or are expected to be owed on the judgment(s) to the defendant.
- (k) (1) any and all other liens, garnishments, and/or attachments, regardless of form, held by the defendant; and
 - (2) a description of the liens, garnishments, and/or attachments disclosed pursuant to section (k)(1) above, including the location of, and the defendant's interest in, the liens, garnishments and attachments.
- (l) (1) any and all other tangible and intangible assets having a value of \$500.00 or more; and
 - (2) a description of the assets disclosed pursuant to section (l)(1) above, including the location, estimated value, and the defendant's interest in those assets.
- (m) (1) any and all partnerships, corporations, joint ventures, or other business arrangements, regardless of form; and
 - (2) a description of the partnerships, corporations, joint ventures, and other business arrangements disclosed pursuant to section (m)(1) above, including but not limited to the name of any entity disclosed above, the location of any documents governing any entity disclosed above, and the defendant's interest in the entity disclosed above.

THE PLAINTIFFS,
JUAN CRUZ
EMILY CRUZ
ADAMARIE MEDINA
NATHAN MEDINA (PPA JUAN CRUZ) AND
JONATHAN LOPEZ (PPA JUAN CRUZ)

/s/ Andrew P. Garza
Andrew P. Garza, Esq.
Connecticut Trial Firm, LLC
437 Naubuc Avenue
Suite 107
Glastonbury, CT 06033
Tel: (860) 471-8333
Fax: (860) 471-8332
Juris No. 436558

The foregoing Motion for Disclosure of Assets having been heard, it is hereby
ORDERED:

GRANTED / DENIED.

BY THE COURT

Judge / Assistant Clerk

RETURN DATE: MAY 1, 2018 : SUPERIOR COURT
CRUZ, JUAN ET AL. : J.D. OF HARTFORD
V. : AT HARTFORD
SPEC PERSONNEL, LLC ET AL. : MARCH 15, 2018

SUMMONS

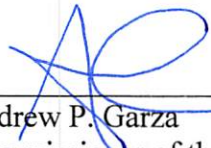
To a state marshal of the county of Fairfield, or either constable of the Town of Fairfield, in said county,

Greeting:

By authority of the State of Connecticut, you are hereby commanded to serve a true and attested copy of the above Application, signed writ, summons, complaint, affidavits, and order upon Spec Personnel, LLC, by leaving the same with an agent for service, or in their hands at their usual place of abode at least four days prior to the Hearing to be held at the Superior Court for the Judicial District of Hartford, 95 Washington Street, Hartford, CT 06106, at 9:30 a.m. / p.m. on the 16TH day of April, 2018.

Hereof fail not, but due service and return make.

Dated at Glastonbury, Connecticut, this 15TH day of March, 2018.



Andrew P. Garza
Commissioner of the Superior Court

SUMMONS - CIVIL

JD-CV-1 Rev. 4-16

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a,
52-48, 52-259, P.B. §§ 3-1 through 3-21, 8-1, 10-13**STATE OF CONNECTICUT
SUPERIOR COURT**

www.jud.ct.gov

**See other side for instructions**

- ☐ "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- ☒ "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- ☐ "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code)
(C.G.S. §§ 51-346, 51-350)

95 Washington Street, Hartford, CT 06106

Telephone number of clerk
(with area code)

(860) 548-2700

Return Date (Must be a Tuesday)

May 1, 2018☒ Judicial District☐ G.A.
Number:

At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349)

Hartford

Case type code (See list on page 2)

Major: **T** Minor: **90****For the Plaintiff(s) please enter the appearance of:**

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)

Connecticut Trial Firm, LLC, 437 Naubuc Avenue, Suite 107, Glastonbury, CT 06033

Juris number (to be entered by attorney only)

436558

Telephone number (with area code)

(860) 471-8333

Signature of Plaintiff (If self-represented)

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book.

☒ Yes ☐ No

Email address for delivery of papers under Section 10-13 (if agreed to)

andrew@cttrialfirm.comNumber of Plaintiffs: **5**Number of Defendants: **3**☒ Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)	
First Plaintiff	Name: Cruz, Juan Address: 122 Grandview Terrace, Hartford, CT 06114	P-01
Additional Plaintiff	Name: Cruz, Emily Address: 122 Grandview Terrace, Hartford, CT 06114	P-02
First Defendant	Name: Spec Personnel, LLC, 4625 Creekstone Drive, Ste. 130, Durham, NC 27703 Address: A/F/S Jude Tallman, 25 Walls Drive, Fairfield, CT 06824	D-01
Additional Defendant	Name: JeanPaul D. Paez Address: LKA Per DMV: 313 High Street, 2N, New Britain, CT 06051	D-02
Additional Defendant	Name: Phillips North America LLC, 3000 Minuteman Road, Andover, MA 01810 Address: A/F/S: Corporation Service Company, 50 Weston Street, Hartford, CT 06120-1537	D-03
Additional Defendant	Name: Address:	D-04

Notice to Each Defendant

- 1. YOU ARE BEING SUED.** This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
- To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
- If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at www.jud.ct.gov under "Court Forms."
- If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at www.jud.ct.gov under "Court Rules."
- If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed (Sign and "X" proper box)

☐ Commissioner of the
Superior Court
☐ Assistant Clerk

Name of Person Signing at Left

Andrew P. Garza

Date signed

03/15/2018

If this Summons is signed by a Clerk:

- The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
- It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
- The Clerk is not permitted to give any legal advice in connection with any lawsuit.
- The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.

For Court Use Only

File Date

I certify I have read and
understand the above:

Signed (Self-Represented Plaintiff)

Date

Docket Number

CU18-5051489

FIRST NAMED PLAINTIFF (Last, First, Middle Initial)

Cruz, Juan

FIRST NAMED DEFENDANT (Last, First, Middle Initial)

Spec Personnel, LLC

ADDITIONAL PLAINTIFFS

NAME (Last, First, Middle Initial, if individual)	ADDRESS (No., Street, Town and ZIP Code)
Medina, AdaMaria, 122 Grandview Terrace, Hartford, CT 06114	
Medina, Nathan (PPA Juan Cruz), 122 Grandview Terrace, Hartford, CT 06114	
Lopez, Jonathan (PPA Juan Cruz), 122 Grandview Terrace, Hartford, CT 06114	

ADDITIONAL DEFENDANTS

NAME (Last, First, Middle Initial, if individual)	ADDRESS (No., Street, Town and ZIP Code)

FOR COURT USE ONLY - FILE DATE

DOCKET NO.

RETURN DATE: MAY 1, 2018 : SUPERIOR COURT
CRUZ, JUAN ET AL. : J.D. OF HARTFORD
V. : AT HARTFORD
SPEC PERSONNEL, LLC ET AL : MARCH 15, 2018

COMPLAINT

GENERAL ALLEGATIONS

1. At all relevant times, the plaintiffs—Juan Cruz; Emily Cruz; AdaMarie Medina; Nathan Medina PPA Juan Cruz; and Jonathan Lopez PPA Juan Cruz—were residents of Hartford, Connecticut.
2. At all relevant times, the defendant, Spec Personnel, LLC (hereinafter "Spec"), was and is a business entity organized and existing under the laws of the State of Connecticut conducting business in Connecticut with a principal place of business located in Durham, North Carolina.
3. At all relevant times, Spec was a company specializing in the provision of temporary staffing services.
4. At all relevant times, the defendant, Philips North America LLC (hereinafter "Philips"), was a business entity organized and existing under the laws of the State of Delaware, conducting business in Connecticut with a principal place of business located in Andover, Massachusetts.
5. On or before September 19, 2017, Spec agreed to provide temporary staffing services to Rexel Holdings USA Corp. and/or Rexel, Inc. (collectively "Rexel"), for work to be performed in the warehouse located at 270 Locust Street, Hartford, Connecticut (hereinafter "the warehouse").

6. At all relevant times, the plaintiff, Juan Cruz, was an employee of Rexel.
7. Sometime prior to September 19, 2017, Spec furnished its temporary employee and the co-defendant, JeanPaul Paez, to Rexel to perform work in the warehouse.
8. At all relevant times, the defendant, JeanPaul Paez, was an agent, servant, and/or employee of Spec.
9. On September 19, 2017, the plaintiff, Juan Cruz, was lawfully on the Rexel premises, working in the warehouse.
10. Upon information and belief, at all relevant times, JeanPaul Paez had a known heroin dependency.
11. Upon information and belief, JeanPaul Paez would routinely come to work for Spec while high on heroin.
12. Upon information and belief, JeanPaul Paez would routinely call out of work for Spec on the Fridays that he was paid so that he could get high on heroin.
13. On September 19, 2017, JeanPaul Paez was operating a forklift in the warehouse when he suddenly, and without warning, caused an 800 pound pallet of lighting products to fall thirty (30) feet and crush the plaintiff, Juan Cruz, causing the plaintiff to sustain and suffer the personal injuries and losses hereinafter set forth (hereinafter "the paralyzing injuries").
14. Upon information and belief, JeanPaul Paez used heroin before coming to work for Spec on September 19, 2017.
15. Upon information and belief, JeanPaul Paez was drug-tested after causing the paralyzing injuries and the test was positive.
16. Thereafter, JeanPaul Paez was terminated from Spec.

FIRST COUNT: (Negligence: Juan Cruz v. JeanPaul Paez)

1. – 16. Paragraphs 1 through 16 of the General Allegations are hereby incorporated and made corresponding paragraphs of this First Count as if fully set forth herein.
17. The defendant's, JeanPaul Paez's, actions caused the plaintiff, Juan Cruz, to sustain and suffer the paralyzing injuries and the personal injuries and losses hereinafter set forth;
18. The paralyzing injuries were a direct and proximate result of the negligence and carelessness of JeanPaul Paez, in one or more of the following ways, in that he:
 - a. upon information and belief, used heroin before coming to work for Spec on the September 19, 2017;
 - b. upon information and belief, was high on heroin at the time of the paralyzing incident;
 - c. failed to clear adjacent aisles of Rexel or Spec employees prior to lifting the pallet;
 - d. did not ensure that adjacent aisles were clear of Rexel or Spec employees before he operated the forklift;
 - e. failed to inspect the pallet of lighting products to ensure that the load was properly secured to the pallet;
 - f. failed to properly secure the lighting products to the pallet;
 - g. failed to warn Rexel or Spec employees that he was moving a pallet from a great height;
 - h. failed to secure the pallet properly on the forklift;

19. As a result of the aforementioned incident and the negligence and carelessness of the defendant, JeanPaul Paez, the plaintiff, Juan Cruz, sustained and suffered the following personal injuries and losses, some or all of which will be permanent in nature:

- a. T10 paraplegia secondary to trauma;
- b. complete spinal cord transection T10 through L1;
- c. crushing injury of abdomen, lower back, and pelvis;
- d. ASIA spinal cord injury;
- e. T11 fracture with retropulsion;
- f. open-reduction, internal-fixation of thoracic spine and placement of segmental instrumentation at T9-10, T12, and L1;
- g. arthrodesis with fusion from T9 through L1;
- h. right-sided rib fractures, 11th rib;
- i. left-sided rib fracture, 10th and 12th ribs;
- j. Neurogenic bowel;
- k. Neurogenic bladder;
- l. traumatic hemothorax;
- m. pulmonary contusion;
- n. increased risk of DVT, contractures, and wounds;
- o. loss of consciousness; and
- p. mental and physical anguish

20. As a further result of JeanPaul Paez's negligence, Juan Cruz will not walk again.

21. As a further result thereof, the plaintiff, Juan Cruz, has been forced to incur

financial obligations for hospital and medical care and treatment, diagnostic studies, x-rays, physical therapy, medicines, and the like, and will be obligated for further such sums in the future.

22. As a further result thereof, the plaintiff, Juan Cruz, has been, and in the future will continue to be, unable to pursue his usual activities to the same extent as prior to the accident, all to his further loss and detriment.

23. As a further result of the aforesaid incident and the injuries and effects thereof, the plaintiff lost income from his employment and his earning capacity has been permanently impaired.

SECOND COUNT: (Common Law Recklessness: Juan Cruz v. JeanPaul Paez)

1. – 23. Paragraphs 1 through 23 of the First Count are hereby incorporated and made corresponding paragraphs of this Second Count as if fully set forth herein.

24. Defendant, JeanPaul Paez, knew that he was operating the forklift while high on heroin when the pallet load was not secure and the area was not safe and, in spite of that knowledge, continued to operate the fork lift under the circumstances then and there existing, when under the circumstances it was obvious that such action posed a great risk of harm to other persons in the warehouse.

25. Defendant, JeanPaul Paez's, wanton and reckless indifference to the rights and safety of others was a substantial factor in causing the plaintiff's injuries and losses set forth herein.

26. Said incident and the paralyzing injuries and damages sustained by the plaintiff were proximately caused by the common law recklessness of the defendant, JeanPaul Paez.

27. As a direct and proximate result of the actions described above, the plaintiff, Juan Cruz, suffered catastrophic injuries to his body, including but not limited to paralysis which will be permanent in nature;
28. In addition, the plaintiff required emergent medical and surgical care and received orthopedic and follow-up therapeutic care including the prescription of various medications;
29. As a further result thereof, the plaintiff, Juan Cruz, has been forced to incur financial obligations for hospital and medical care and treatment, diagnostic studies, x-rays, physical therapy, medicines, and the like, and will be obligated for further such sums in the future.
30. As a further result of the aforesaid incident and the injuries and effects thereof, the plaintiff lost income from his employment and his earning capacity may have been permanently impaired.
31. As a further result thereof, the plaintiff, Juan Cruz, has been, and in the future will likely continue to be, unable to pursue his usual activities to the same extent as prior to the accident, all to his further loss and detriment.

THIRD COUNT: (Negligence: Juan Cruz v. Spec Personnel, LLC)

1. – 16. Paragraphs 1 through 16 of the General Allegations are hereby incorporated and made corresponding paragraphs of this Third Count as if fully set forth herein.
17. The defendant's, Spec's, actions caused the plaintiff, Juan Cruz, to sustain and suffer the paralyzing injuries and the personal injuries and losses hereinafter set forth;

18. The paralyzing injuries were a direct and proximate result of the negligence and carelessness of Spec, acting by and through its agents, servants, managers, supervisors or employees, in one or more of the following ways, in that it/they:

- a. furnished JeanPaul Paez to Rexel when they knew or should of known that he was unfit and unsafe for the work;
- b. failed to train their agents, servants, apparent agents and/or employees; and/or
- c. failed to provide the plaintiff, and other persons lawfully upon the premises, with a reasonably safe premises; and/or
- d. knew, or in the exercise of reasonable care and inquiry should have known, that their employee, JeanPaul Paez, had a drug dependency that made him a danger to employees of Rexel and his co-employees at Spec; and/or
- e. failed to conduct periodic drug tests of their employees; and/or
- f. failed to terminate JeanPaul Paez's employment; and/or
- g. failed to adequately supervise its servants, agents, apparent agents and/or employees;
- h. failed to conduct an adequate investigation of the background and suitability of JeanPaul Paez for employment;
- i. failed to conduct periodic assessments of JeanPaul Paez's continued suitability for employment;
- j. allowed JeanPaul Paez to continue to remain employed when the defendant knew, or should have known, that he did not possess the requisite training, supervision, or discretion to perform his job functions; and

k. failed to adhere to its core values of:

- i. "emphasis on safety";
- ii. "unwavering punctuality and reliability"; and
- iii. "a commitment to being drug-free"

19. As a result of the aforementioned incident and the negligence and carelessness of the defendant, Spec, its agents, servants and/or employees, the plaintiff, Juan Cruz, sustained and suffered the following personal injuries and losses, some or all of which will be permanent in nature:

- a. T10 paraplegia secondary to trauma;
- b. complete spinal cord transection T10 through L1;
- c. crushing injury of abdomen, lower back, and pelvis;
- d. ASIA spinal cord injury;
- e. T11 fracture with retropulsion;
- f. open-reduction, internal-fixation of thoracic spine and placement of segmental instrumentation at T9-10, T12, and L1;
- g. arthrodesis with fusion from T9 through L1;
- h. right-sided rib fractures, 11th rib;
- i. left-sided rib fracture, 10th and 12th ribs;
- j. Neurogenic bowel;
- k. Neurogenic bladder;
- l. traumatic hemopneumothorax;
- m. pulmonary contusion;
- n. increased risk of DVT, contractures, and wounds;

- o. loss of consciousness; and
- p. mental and physical anguish

20. As a further result of Spec's negligence, Juan Cruz will not walk again.

21. As a further result thereof, the plaintiff, Juan Cruz, has been forced to incur financial obligations for hospital and medical care and treatment, diagnostic studies, x-rays, physical therapy, medicines, and the like, and will be obligated for further such sums in the future.

22. As a further result thereof, the plaintiff, Juan Cruz, has been, and in the future will continue to be, unable to pursue his usual activities to the same extent as prior to the accident, all to his further loss and detriment.

23. As a further result of the aforesaid incident and the injuries and effects thereof, the plaintiff lost income from his employment and his earning capacity has been permanently impaired.

FOURTH COUNT: (Respondeat Superior Liability: Juan Cruz v. Spec Personnel, LLC)

1. – 23. Paragraphs 1 through 23 of the First Count are hereby incorporated and made corresponding paragraphs of this Fourth Count as if fully set forth herein.

24. The aforementioned conduct of the defendant, JeanPaul Paez, occurred within the scope of his employment with Spec and in furtherance of its business; and

25. As a result thereof, Spec is vicariously liable for JeanPaul Paez's actions and must indemnify its employee.

FIFTH COUNT: (Negligence: Juan Cruz v. Philips North America LLC)

1. – 16. Paragraphs 1 through 16 of the General Allegations are hereby

incorporated and made corresponding paragraphs of this Fifth Count as if fully set forth herein.

17. The defendant's, Philips's, actions caused the plaintiff, Juan Cruz, to sustain and suffer the paralyzing injuries and the personal injuries and losses hereinafter set forth;

18. The paralyzing injuries were a direct and proximate result of the negligence and carelessness of Philips, acting by and through its agents, servants, managers, supervisors or employees, in one or more of the following ways, in that it/they:

- a. failed to train their agents, servants, apparent agents and/or employees; and/or
- b. failed to adequately supervise its servants, agents, apparent agents and/or employees;
- c. failed to ensure that pallets containing its products were packed safely and securely;

19. As a result of the aforementioned incident and the negligence and carelessness of the defendant, Philips, its agents, servants and/or employees, the plaintiff, Juan Cruz, sustained and suffered the following personal injuries and losses, some or all of which will be permanent in nature:

- a. T10 paraplegia secondary to trauma;
- b. complete spinal cord transection T10 through L1;
- c. crushing injury of abdomen, lower back, and pelvis;
- d. ASIA spinal cord injury;
- e. T11 fracture with retropulsion;

- f. open-reduction, internal-fixation of thoracic spine and placement of segmental instrumentation at T9-10, T12, and L1;
 - g. arthrodesis with fusion from T9 through L1;
 - h. right-sided rib fractures, 11th rib;
 - i. left-sided rib fracture, 10th and 12th ribs;
 - j. Neurogenic bowel;
 - k. Neurogenic bladder;
 - l. traumatic hemopneumothorax;
 - m. pulmonary contusion;
 - n. increased risk of DVT, contractures, and wounds;
 - o. loss of consciousness; and
 - p. mental and physical anguish
20. As a further result of Philips's negligence, Juan Cruz will not walk again.
21. As a further result thereof, the plaintiff, Juan Cruz, has been forced to incur financial obligations for hospital and medical care and treatment, diagnostic studies, x-rays, physical therapy, medicines, and the like, and will be obligated for further such sums in the future.
22. As a further result thereof, the plaintiff, Juan Cruz, has been, and in the future will continue to be, unable to pursue his usual activities to the same extent as prior to the accident, all to his further loss and detriment.
23. As a further result of the aforesaid incident and the injuries and effects thereof, the plaintiff lost income from his employment and his earning capacity has been permanently impaired.

SIXTH COUNT: (Loss of Consortium: Emily Cruz v. JeanPaul Paez)

1. – 31. Paragraphs 1 through 31 of the Second Count are hereby incorporated and made corresponding paragraphs of this Sixth Count as if fully set forth herein.
32. At all times relevant herein, the plaintiff, Emily Cruz, was the lawful wife of the plaintiff, Juan Cruz.
33. As a further result thereof, the plaintiff, Emily Cruz, has been deprived of the love, companionship, services, society, and affections of her husband, Juan Cruz, and has become his caretaker.

SEVENTH COUNT: (Loss of Consortium: Emily Cruz v. Spec Personnel, LLC)

1. – 23. Paragraphs 1 through 23 of the Third Count are hereby incorporated and made corresponding paragraphs of this Seventh Count as if fully set forth herein.
24. – 48. Paragraphs 1 through 25 of the Fourth Count are hereby incorporated and made corresponding paragraphs of this Seventh Count as if fully set forth herein.
49. At all times relevant herein, the plaintiff, Emily Cruz, was the lawful wife of the plaintiff, Juan Cruz.
50. As a further result thereof, the plaintiff, Emily Cruz, has been deprived of the love, companionship, services, society, and affections of her husband, Juan Cruz, and has become his caretaker.

EIGHTH COUNT: (Loss of Consortium: Emily Cruz v. Philips North America LLC)

1. – 23. Paragraphs 1 through 23 of the Fifth Count are hereby incorporated and made corresponding paragraphs of this Eighth Count as if fully set forth herein.

24. At all times relevant herein, the plaintiff, Emily Cruz, was the lawful wife of the plaintiff, Juan Cruz.

25. As a further result thereof, the plaintiff, Emily Cruz, has been deprived of the love, companionship, services, society, and affections of her husband, Juan Cruz, and has become his caretaker.

NINTH COUNT: (Loss of Consortium: AdaMarie Medina v. JeanPaul Paez)

1. – 31. Paragraphs 1 through 31 of the Second Count are hereby incorporated and made corresponding paragraphs of this Ninth Count as if fully set forth herein.

32. At all times relevant herein, the plaintiff, AdaMarie Medina, was the minor daughter of the plaintiff, Juan Cruz.

33. As a further result thereof, the plaintiff, AdaMarie Medina, has been deprived of the love, companionship, services, society, and affections of her father, Juan Cruz.

TENTHCOUNT: (Loss of Consortium: AdaMarie Medina v. Spec Personnel, LLC)

1. – 23. Paragraphs 1 through 23 of the Third Count are hereby incorporated and made corresponding paragraphs of this Tenth Count as if fully set forth herein.

24. – 48. Paragraphs 1 through 25 of the Fourth Count are hereby incorporated and made corresponding paragraphs of this Tenth Count as if fully set forth herein.

49. At all times relevant herein, the plaintiff, AdaMarie Medina, was the minor daughter of the plaintiff, Juan Cruz.

50. As a further result thereof, the plaintiff, AdaMarie Medina, has been deprived of the love, companionship, services, society, and affections of her father, Juan Cruz.

ELEVENTH COUNT: (Loss of Consortium: AdaMarie Medina v. Philips North America LLC)

1. – 23. Paragraphs 1 through 23 of the Fifth Count are hereby incorporated and made corresponding paragraphs of this Eleventh Count as if fully set forth herein.

24. At all times relevant herein, the plaintiff, AdaMarie Medina, was the minor daughter of the plaintiff, Juan Cruz.

25. As a further result thereof, the plaintiff, AdaMarie Medina, has been deprived of the love, companionship, services, society, and affections of her father, Juan Cruz.

TWELFTH COUNT: (Loss of Consortium: Nathan Medina (PPA Juan Cruz) v. JeanPaul Paez)

1. – 31. Paragraphs 1 through 31 of the Second Count are hereby incorporated and made corresponding paragraphs of this Twelfth Count as if fully set forth herein.

32. At all times relevant herein, the plaintiff, Nathan Medina (PPA Juan Cruz), was the minor son of the plaintiff, Juan Cruz.

33. As a further result thereof, the plaintiff, Nathan Medina (PPA Juan Cruz), has been deprived of the love, companionship, services, society, and affections of his father, Juan Cruz.

THIRTEENTH COUNT: (Loss of Consortium: Nathan Medina (PPA Juan Cruz) v. Spec Personnel, LLC)

1. – 23. Paragraphs 1 through 23 of the Third Count are hereby incorporated and made corresponding paragraphs of this Thirteenth Count as if fully set forth herein.

24. – 48. Paragraphs 1 through 25 of the Fourth Count are hereby incorporated and made corresponding paragraphs of this Thirteenth Count as if fully set forth herein.

49. At all times relevant herein, the plaintiff, Nathan Medina (PPA Juan Cruz), was the minor son of the plaintiff, Juan Cruz.

50. As a further result thereof, the plaintiff, Nathan Medina (PPA Juan Cruz), has been deprived of the love, companionship, services, society, and affections of his father, Juan Cruz.

FOURTEENTH COUNT: (Loss of Consortium: Nathan Medina (PPA Juan Cruz)

v. Philips North America LLC)

1. – 23. Paragraphs 1 through 23 of the Fifth Count are hereby incorporated and made corresponding paragraphs of this Fourteenth Count as if fully set forth herein.

24. At all times relevant herein, the plaintiff, Nathan Medina (PPA Juan Cruz), was the minor son of the plaintiff, Juan Cruz.

25. As a further result thereof, the plaintiff, Nathan Medina (PPA Juan Cruz), has been deprived of the love, companionship, services, society, and affections of his father, Juan Cruz.

FIFTEENTH COUNT: (Loss of Consortium: Jonathan Lopez (PPA Juan Cruz) v. JeanPaul Paez)

1. – 31. Paragraphs 1 through 31 of the Second Count are hereby incorporated and made corresponding paragraphs of this Fifteenth Count as if fully set forth herein.

32. At all times relevant herein, the plaintiff, Jonathan Lopez (PPA Juan Cruz), was the minor son of the plaintiff, Juan Cruz.

33. As a further result thereof, the plaintiff, Jonathan Lopez (PPA Juan Cruz), has been deprived of the love, companionship, services, society, and affections of his father, Juan Cruz.

SIXTEENTH COUNT: (Loss of Consortium: Jonathan Lopez (PPA Juan Cruz) v. Spec Personnel, LLC)

1. – 23. Paragraphs 1 through 23 of the Third Count are hereby incorporated and made corresponding paragraphs of this Sixteenth Count as if fully set forth herein.

24. – 48. Paragraphs 1 through 25 of the Fourth Count are hereby incorporated and made corresponding paragraphs of this Sixteenth Count as if fully set forth herein.

49. At all times relevant herein, the plaintiff, Jonathan Lopez (PPA Juan Cruz), was the minor son of the plaintiff, Juan Cruz.

50. As a further result thereof, the plaintiff, Jonathan Lopez (PPA Juan Cruz), has been deprived of the love, companionship, services, society, and affections of his father, Juan Cruz.

SEVENTEENTH COUNT: (Loss of Consortium: Jonathan Lopez (PPA Juan Cruz) v. Philips North America LLC)

1. – 23. Paragraphs 1 through 23 of the Fifth Count are hereby incorporated and made corresponding paragraphs of this Seventeenth Count as if fully set forth herein.

24. At all times relevant herein, the plaintiff, Jonathan Lopez (PPA Juan Cruz), was the minor son of the plaintiff, Juan Cruz.

25. As a further result thereof, the plaintiff, Jonathan Lopez (PPA Juan Cruz), has been deprived of the love, companionship, services, society, and affections of his father, Juan Cruz.

WHEREFORE, the plaintiff claims:

1. Money damages;
2. Common law punitive damages as to the Second Count;
3. Attorney's fees, interest and costs; and
4. Such other legal and equitable relief as the Court deems proper.

THE PLAINTIFFS,
JUAN CRUZ,
EMILY CRUZ,
ADAMARIE MEDINA,
NATHAN MEDINA (PPA JUAN CRUZ),
JONATHAN LOPEZ (PPA JUAN CRUZ),




Andrew P. Garza, Esq.
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Fax: (860) 471-8332
Juris No. 436558

RETURN DATE: MAY 1, 2018 : SUPERIOR COURT
CRUZ, JUAN ET AL. : J.D. OF HARTFORD
V. : AT HARTFORD
SPEC PERSONNEL, LLC ET AL : MARCH 15, 2018

STATEMENT OF AMOUT IN DEMAND

The amount of money damages claimed is greater than Fifteen Thousand Dollars
(\$15,000.00) exclusive of interest and costs.

THE PLAINTIFFS,
JUAN CRUZ,
EMILY CRUZ,
ADAMARIE MEDINA,
NATHAN MEDINA (PPA JUAN CRUZ),
JONATHAN LOPEZ (PPA JUAN CRUZ),



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