

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR PINELLAS
COUNTY, FLORIDA
CIVIL DIVISION

BRIAN BORRUSO

Case No.:

Plaintiff,

Section:

vs.

UCN:

JOSEPH LACAVA
and
ELDRICK WOODS

Defendants. /

COMPLAINT

COMES NOW the Plaintiff, BRIAN BORRUSO, by and through the undersigned counsel and
sues the Defendants, JOSEPH LACAVA and ELDRICK WOODS and states as follows:

1. This is an action for damages, which exceeds the sum of Thirty Thousand Dollars
(\$30,000.00) exclusive of interest, costs and attorney's fees.

2. This cause of action arose out of an incident occurring on 3/10/2018 during the
Valspar Golf Tournament which took place at the Innisbrook Copperhead Golf Course, Palm
Harbor, Pinellas County, Florida.

3. At all times material hereto, Plaintiff was a resident of Pasco County, Florida.

4. At all times material hereto, Defendant, ELRICK WOODS, was a resident of Martin
County, Florida.

5. Plaintiff, BRIAN BORRUSO, was lawfully on the premises and had purchased a
ticket to attend the Valspar Gold Tournament in Palm Harbor, Pinellas County, Florida to see
Defendant, ELDRICK WOODS, play golf and was a lawful business invitee and patron on 3/10/18.

6. That on 3/10/2018, the Plaintiff, BRIAN BORRUSO, was standing along with other spectators at the 13th green after a golf ball hit by Defendant, ELDRICK WOODS, had landed nearby.

7. That on 3/10/2018, during his round of golf, as Defendant, ELDRICK WOODS, approached the golf ball, Plaintiff turned around in effort to take a “selfie” photograph with Defendant, ELDRICK WOODS, in the background prior to taking his shot, with Plaintiff being careful to position himself as to not intrude upon Defendant, ELDRICK WOODS’ personal space before trying to take his photo.

8. That on 3/10/2018, Defendant, JOSEPH LACAVA, then intentionally shoved the Plaintiff, BRIAN BORRUSO, causing him to stumble and fall into the crowd of spectators and thereby sustain injuries.

COUNT 1

NEGLIGENCE BY JOSEPH LACAVA

Plaintiff, BRIAN BORRUSO, reiterates and realleges paragraphs 1 through 8 herein and further alleges:

9. That on or about 3/10/2018 the Defendant, JOSEPH LACAVA, had a duty to protect Plaintiff, BRIAN BORRUSO, from unreasonable risk of harm.

10. That Defendant, JOSEPH LACAVA, failed in his duty as his actions created a foreseeable zone of risk of harm to the Plaintiff, BRIAN BORRUSO.

11. As a result of the negligent acts of Defendant, JOSEPH LACAVA, Plaintiff, BRIAN BORRUSO, suffered injury and damages including, but not limited to, bodily and mental injury, and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of ability

to earn income, and aggravation of previously existing condition. The losses are either permanent or continuing.

12. The Plaintiff, BRIAN BORRUSO, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, BRIAN BORRUSO demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against the Defendant, JOSEPH LACAVA.

COUNT 2

CULPABLE NEGLIGENCE OF JOSEPH LACAVA

Plaintiff, BRIAN BORRUSO, reiterates and realleges paragraphs 1 through 8 herein and further alleges:

13. That on or about 3/10/2018, Defendant, JOSEPH LACAVA, committed culpable negligence in that he:

- a. Exposed Plaintiff, BRIAN BORRUSO, to personal injury;
- b. He did so through culpable negligence in that:
 - 1) His course of conduct showed a reckless disregard for human life; or
 - 2) His course of conduct showed a reckless disregard for the safety of persons exposed to its dangerous effects; or
 - 3) His course of conduct showed such an entire want of care as to raise a presumption of a conscious indifference to consequences; or
 - 4) His course of conduct showed wantonness or recklessness; or
 - 5) His course of conduct showed a grossly careless disregard for the safety and wellness of the public; or

- 6) His course of conduct showed such an indifference to the rights of others as is equivalent to an intentional violation of such rights.

14. As a result of the culpable negligence of Defendant, JOSEPH LACAVA, Plaintiff, BRIAN BORRUSO, suffered injury and damages including, but not limited to, bodily and mental injury, and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of ability to earn income, and aggravation of previously existing condition. The losses are either permanent or continuing.

15. The Plaintiff, BRIAN BORRUSO, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, BRIAN BORRUSO demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against the Defendant, JOSEPH LACAVA.

COUNT 3
INTENTIONAL TORT - BATTERY BY JOSEPH LACAVA

Plaintiff, BRIAN BORRUSO, reiterates and realleges paragraphs 1 through 8 herein and further alleges:

16. That on or about 3/10/2018, Defendant, JOSEPH LACAVA, committed a battery in that:

- a. His actions intended to cause harmful or offensive contact with the Plaintiff, BRIAN BORRUSO; and
- b. A harmful contact with Plaintiff, BRIAN BORRUSO, directly or indirectly resulted.

17. As a result of the intentional acts of Defendant, JOSEPH LACAVA, Plaintiff, BRIAN BORRUSO, suffered injury and damages including, but not limited to, bodily and mental injury, and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of ability to earn income, and aggravation of previously existing condition. The losses are either permanent or continuing.

18. The Plaintiff, BRIAN BORRUSO, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, BRIAN BORRUSO demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against the Defendant, JOSEPH LACAVA.

COUNT 4
NEGLIGENCE OF ELDRICK WOODS

Plaintiff, BRIAN BORRUSO, reiterates and realleges paragraphs 1 through 8 herein and further alleges:

19. At all times material hereto, Defendant, JOSEPH LACAVA, was acting and/or portraying himself as the golf caddie for Defendant, ELDRICK WOODS.

20. That Defendant, ELDRICK WOODS, employed and/or managed and/or directed Defendant, JOSEPH LACAVA, on or about 3/10/2018 during said tournament.

21. That Pursuant to Rule 10.3 of the USGA Rules of Golf, "A player is responsible for his or her caddie's actions both during a *round* and while play is stopped under 5.7a, but not before or after a *round*."

22. That on or about 3/10/2018 the Defendant, ELDRICK WOODS, had a duty to protect Plaintiff, BRIAN BORRUSO, from unreasonable risk of harm.

23. That Defendant, ELDRICK WOODS, failed in his duty as he freely allowed his employee, JOSEPH LAVACA, to negligently use force and/or excessive force thereby creating a foreseeable zone of risk of harm to the Plaintiff, BRIAN BORRUSO.

24. That Defendant, ELDRICK WOODS, is aware or should be aware of prior incidents involving Defendant, JOSEPH LACAVA, which would have forewarned as to the Defendant's nature with golf observers.

25. ELDRICK WOODS breached its duty by among other things:

- a. Negligently hired Defendant, JOSEPH LACAVA.
- b. Negligently trained Defendant, JOSEPH LACAVA.
- c. Negligently supervised Defendant, JOSEPH LACAVA.
- d. Negligently retained Defendant, JOSEPH LACAVA.
- e. Failure to exercise control with reasonable care of Defendant, JOSEPH LACAVA.

26. As a result of the negligence of Defendant, ELDRICK WOODS, the Plaintiff, BRIAN BORRUSO, suffered injury and damages including, but not limited to, bodily and mental injury, and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of ability to earn income, and aggravation of previously existing condition. The losses are either permanent or continuing.

27. The Plaintiff, BRIAN BORRUSO, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, BRIAN BORRUSO, demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against the Defendant, ELDRICK WOODS.

COUNT 5
RESPONDEAT SUPERIOR OF ELDRICK WOODS

Plaintiff, BRIAN BORRUSO, reiterates and realleges paragraphs 1 through 8 herein and further alleges:

28. At all times material hereto, Defendant, JOSEPH LACAVA, was acting and/or portraying himself as the golf caddie for Defendant, ELDRICK WOODS.

29. That Defendant, ELDRICK WOODS, employed and/or managed and/or directed Defendant, JOSEPH LACAVA on or about 3/10/2018 during said tournament.

30. That Pursuant to Rule 10.3 of the USGA Rules of Golf, "A player is responsible for his or her caddie's actions both during a *round* and while play is stopped under 5.7a, but not before or after a *round*."

31. That on 3/10/2018, Defendant, JOSEPH LACAVA, at all times was acting in the course and scope of his employment for Defendant, ELDRICK WOODS.

32. Defendant, JOSEPH LACAVA, was acting in the course and scope of his employment on 3/10/2018, when he failed to exercise due care for the safety of Plaintiff, BRIAN BORRUSO.

33. Defendant, JOSEPH LACAVA, was acting in the course and scope of his employment on 3/10/2018, when he committed culpable negligence against Plaintiff, BRIAN BORRUSO.

34. Defendant, JOSEPH LACAVA, was acting in the course and scope of his employment on 3/10/2018, when he committed the intentional tort of battery on Plaintiff, BRIAN BORRUSO.

35. That based upon the employer-employee relationship existing between Defendant, ELDRICK WOODS, and Defendant, JOSEPH LACAVA, Defendant, ELDRICK WOODS, is vicariously liable for the negligent and/or tortuous and/or intentional acts of JOSEPH LACAVA.

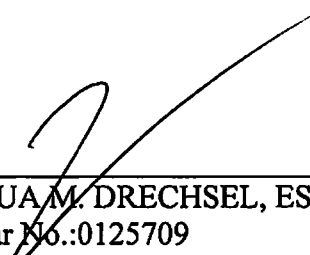
36. That based upon an independent contractor relationship, Defendant, ELDRICK WOODS, retained control over a sufficient amount of the actions of Defendant, JOSEPH LACAVA, that Defendant, ELDRICK WOODS, is vicariously liable for the negligent and/or tortuous and/or intentional acts of Defendant, JOESPH LACAVA, as he failed to exercise his control with reasonable care.

37. As a result of the negligence and/or intentional acts of Defendant, ELDRICK WOODS, Plaintiff, BRIAN BORRUSO, suffered injury and damages including, but not limited to, bodily and mental injury, and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of ability to earn income, and aggravation of previously existing condition. The losses are either permanent or continuing.

38. The Plaintiff, BRIAN BORRUSO, will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, BRIAN BORRUSO, demands judgment for damages, costs, prejudgment interest for that portion of the damages that have been previously liquidated, and any other relief this Court deems appropriate against the Defendant, ELDRICK WOODS.

DATED this 7th day of April, 2020.



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