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IN THE CIRCUIT COURT OF HOUSTON CODITY ALABAMA

DATIEL CONSTRUCTION CO., INC.; ALABAMA POWER COMPANY; and DEFENDANTS R and C. the person, firm. partnership, corporation or association who manufactured, discributed, placed in commerce or put to use the substance that contaminated the eyes of the Plaintiff at the Farley Nuclear Plant construction site in Houston County, Alabama, on,or about the 26th day of November, 1979. whose name or names are otherwise unknown but will be added by amendment when ascertained

Defendant

CIVIL ACTION NO. CV-80-499

COMPLAINT (AS AMENDED)

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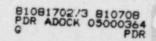
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Comes now the Plaintiff, Charles Hunter, by and through his undersigned attorney, and files the following amended complaint.

COUNT I

1. The Plaintiff was employed as a full time electrician with Deleon Corporation at the Farley Construction Project in Houston County, Alabama, on or about November 26, 1979, where the Plaintiff and his co-employees were pulling electrical cables pursuant to the plans and specifications for construction at the Farley Reactor #2 at the aforementioned construction site. Debris, crash, dust and other matter had at that time accumulated on top of these cables, in the cable travs that the said cables rest upon and on top of the cable junction box which forms the point of intermetion of various cables. As the Plaintiff and his co-employees willed on one of the aforementioned cables, said debris, trash and dust became dislodged and fell directly into the face and eyes of the Plaintiff



2. The Defendant, Daniel Construction Co., Inc., by and through its agents, servants or employees, was under a duty to leep said cables. cable trays and junction box covers reasonably free from debris, trash and dust, which said duty the Defendant, Daniel Construction Co., Inc., its agents, servants or employees negligently failed to perform.

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3. As a direct and proximate result of the Defendant, Daniel Construction Co., Inc., its agents, servants or employees' negligence, the Plaintiff was injured and damaged, to-wit: Plaintiff suffered permanent injury to the tear glands in both eyes, and as a direct and proximate result of said injuries, the Plaintiff incurred the following expenses, to-wit: Plaintiff incurred physicians fees for treatment and diagnosis of said injury, and will continue to incur the same both now and in the future as well a drug and laboratory bills for treatment of said injury and will continue to incur the same, both now and in the future, In addition, Plaintiff suffered lost wages while seeing physicians and having tests run and will continue to 1 se the same both now and in the future; and as a direct and proximate result of soid injury, the Plaintiff was caused to have great pain, discomfort and suffering, and still suffers and will continue to suffer both now and in the future; and as a direct and proximate result of said injury to his eyes, the Plaintiff will be caused to lose wages both now and in the future. .

WHEREFORE, Plaintiff demands judgment against the Defendant, Daniel Construction Co., Inc., in the sum of \$250,000.00 as compensatory damages.

COUNT 11

 Prior to and during the month of November, 1979, the Defendant, Alabama Power Company, its agents, servants or employees were performing the following during, namely: alkaling flushing of the #2 Farley Reactor place and general cleaning of the #2 Farley Reactor Building to Leave the safe operation of the #2 Farley Reactor, and said Defendant, its agents, servants or employees were performing duties relative to the containment of radiation within the Farley #1 Reactor and the prevention of contamination of Charles Hunter, the Plaintiff, and other workmen of Delcon corporation employees by radiation, chemicals and other substances during the operation of and shut down of the #1 Farley Reactor.

The Defendant, Alabama Power Company, its agents, servants 2 or employees negligently failed to perform the aforesaid duties in a reasonable and prudent manner, and as a direct and proximate result of said negligence, the Defendant, Alabama Power Company, its agents, servants, or employees negligently placed or negligently caused to place in commerce or negligently used or negligently allowed to be used, certain chemicals, substances, radioactive materials and other matter, which contaminated the eyes and face of Charles Hunter, the Plaintiff herein, and which said negligent contamination directly and proximately caused the following damage and injury, to-wit: The Plaintiff suffered permanent injury to the lacrimal glands, ~ nown as tear glands, in both eyes, which caused the Plaintiff to suffer great pain and discomfort and he still suffers and will . optimue to suffer both now and in the future. The Plaintiff has Lat necessary skills as an electrician which shall result in future losses of wages. The Plaintiff has incurred the following expenses, to-pit: physicians fees for diapnosis and treatment of his dry eves and he will continue to incur the same both now and in the future: Plaintiff has incurred drug bills, laboratory bills for treatment of his dry eyes, lost wages, travel expenses to see physicians and for treatment of his dry eyes, and he will continue to incur the same both now and in the future.

WHEREFORE, Plaintiff demands judgment against the Defendant, Alabama P ver Company, in the sum of \$250,000.00 as compensatory damages.

COUSL JII

1. Prior to and during the month of November, 1979, the Defendants, Daniel Construction Co., Inc., and Alabama Power Company,

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their agents, servants or employees negligently performed their respective duties as stated in Count I and Count II of this Complaint and stated here by reference thereto, to the Plaintiff, Charles Hunter, when he was working as an electrician for Delcon, Inc.

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As a direct and proximite result of the aforesaid 2. Defendants' joint, concurrent or separate negligence, which combined to produce an injury in the eyes of the Plaintiff, the Plaintiff, Charles Hunter, was permanently injured and damaged, to-wit: He suffered permanent injury to the lacrimal glands, known as tear glands, in both eyes, which caused the Plaintiff to suffer great pain and discomfort and he still suffers and will continue to suffer both now and in the future. The Plaintiff has lost necessary skills as an electrician which shall result in future losses of wages. The Plaintiff has incurred the following expenses, to-wit: physicians fees for diagnosis and treatment of his dry eyes and he will continue to incur the same both now and in the future; Plaintiff has incurred drug bills, laboratory bills for treatment of his dry eyes, lost wages, travel expense to see physicians and for treatment of his dry eyes, and he will continue to incur the same both now and in the future.

WHEREFORE, Plaintiff, Charles Hunter, demands judgment against the Defendants, jointly, severally or individually, in the amount of \$250,000.00 to compensate him for his injuries and damages.

Attorney for Plaintiff 105 North Foster Dothan, Alabama 36303

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Plaintiff demands trial by struck jury.

CERTIFICATE OF SERVICE

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I. James A. Ward, 111. hereby certify that I have this date served a copy of the foregoing Motion For Leave to Amend and a copy of the Amended Complaint upon H. Dwight McInish, attorney for the Defendant, Daniel Construction Co., Inc., by placing said copy in the U.S. mail, postag, prepaid and addressed to him at his correct mailing address on this 2 day of April, 1981.

JATES A. WARD, III