

CHARLES HUNTER

Plaintiff

vs.

DANIEL CONSTRUCTION CO.,  
INC.; ALABAMA POWER  
COMPANY; and DEFENDANTS  
B and C, the person, firm,  
partnership, corporation  
or association who manu-  
factured, distributed,  
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 amend-  
ment when ascertained

Defendant

IN THE CIRCUIT COURT

OF HOUSTON COUNTY

ALABAMA

CIVIL ACTION NO. CV-80-499

COMPLAINT  
(AS AMENDED)

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 Delcon 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,  
trash, dust and other matter had at that time accumulated on top  
of these cables, in the cable trays that the said cables rest upon  
and on top of the cable junction box which forms the point of  
intersection of various cables. As the Plaintiff and his co-employees  
rolled 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 keep 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.

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 as 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 lose the same both now and in the future; and as a direct and proximate result of said 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.

COURT 11

1. Prior to and during the month of November, 1979, the Defendant, Alabama Power Company, its agents, servants or employees were performing the following duties, namely: alkaline flushing of the #2 Farley Reactor and general cleaning of the #2 Farley Reactor Building to insure the safe operation of the #2 Farley Reactor; and said Defendant, its agents, servants or employees

3.

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.

2. The Defendant, Alabama Power Company, its agents, servants 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, 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 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 Power Company, in the sum of \$250,000.00 as compensatory damages.

#### COURT III

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

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.

2. As a direct and proximate result of the aforesaid 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.

James A. Ward III  
JAMES A. WARD, III  
Attorney for Plaintiff  
105 North Foster  
Dathan, Alabama 36303

Plaintiff demands trial by struck jury.

James A. Ward III  
JAMES A. WARD, III

-5-

CERTIFICATE OF SERVICE

I, James A. Ward, III, 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, postage prepaid and addressed to him at his correct mailing address on this 2 day of April, 1981.

James A. Ward III  
JAMES A. WARD, III

1