

IN THE CIRCUIT COURT
IN AND FOR THE EIGHTEENTH
JUDICIAL CIRCUIT
IN BREVARD COUNTY, FLORIDA

JAMES ARDREY
Plaintiff,

CASE NO. 05 2019 CA 027763 XXXX XX

vs.

1ST WAY OUT BAIL BONDS, LLC &
SUN SURETY INSURANCE COMPANY &
ASHLEY BURDICK, an Individual, &
MATTHEW JONES(as managing general agent)
Defendants.

2nd AMENDED COMPLAINT

COUNT 1

1. This is an action for damages that exceed \$15,000.
2. On or about the 4-9-19 the Plaintiff, JAMES ARDREY was lawfully in his residence in Brevard County, Florida when he was visited by defendant/ bail bondsman (Ashley Burdick) and her associate (Danny Mclane) from 1st Way Out Bail Bonds.
3. Plaintiff was illegally detained and falsely imprisoned at that location by the aforementioned bail bonds agents and transported to the Brevard County Jail in Sharpes, Brevard County, Florida.
4. The following morning the plaintiff was quickly released from jail by the first appearance Judge when it became apparent that he was not supposed to be there in custody for any reason.
5. The defendants (1st Way Out bail Bonds & Ashley Burdick) had no contractual relationship with the Plaintiff and therefore no authority to detain and/or falsely imprison the Plaintiff.
6. The probable cause affidavit generated by 1st Way Out Bail Bonds & Ashley Burdick was incorrect.
7. The bail bond at issue in this cause had been set aside by the Court.
8. 1st Way Out Bail Bonds & Ashley Burdick had a duty to know the correct status of the bond and as such failed to use due care, a breach of duty, which constituted negligence.

9. The actions and negligence of the defendant 1st Way Out Bail Bonds & Ashley Burdick were the proximate cause of the injuries suffered by the plaintiff.

As a result Plaintiff suffered pain and suffering, mental anguish, loss of capacity for the enjoyment of life which are permanent, continuing and plaintiff will suffer such losses into the future.

WHEREFORE plaintiff demands a trial by jury, judgment for damages against the defendant together with costs of litigation, interest, and any other damages appropriate to this cause.

COUNT 2

Plaintiff realleges paragraph 1 thru 3 and further states:

10. Defendant MATTHEW JONES (as managing general agent) had a duty to supervise co-defendant ASHLEY BURDICK of 1ST WAY OUT BAIL BONDS, LLC in his capacity as the managing general agent.

11. That co-defendant MATTHEW JONES (as managing general agent) breached that duty of care owed to the Plaintiff by failing to adequately train or supervise its agent which led to the unlawful arrest and detainment of Plaintiff.

12. That the breach of duty constituted negligence on behalf of the MATTHEW JONES (as managing general agent) which was the proximate cause of the injury and damage suffered by the Plaintiff in this cause.

As a result Plaintiff suffered pain and suffering, mental anguish, loss of capacity for the enjoyment of life which are permanent, continuing and plaintiff will suffer such losses into the future.

WHEREFORE plaintiff demands a trial by jury, judgment for damages against the defendant together with costs of litigation, interest, and any other damages appropriate to this cause.

COUNT 3

Plaintiff realleges paragraph 1 thru 3 and further states:

13. That co-Defendant Sun Surety Insurance Company is the underwriter for defendant 1st Way Out Bail Bonds, LLC and is the principal in this agency relationship.

14. That the agency relationship exists as a result of the business relationship that exists between

the aforementioned co-defendants.

15. That co-defendant Sun Surety Insurance Company is vicariously liable for the actions/ negligence of its agent Ashley Burdick of 1st Way Out Bail Bonds, LLC and MATTHEW JONES (as managing general agent).

16. The actions/ negligence of the defendants 1st Way Out Bail Bonds, Ashley Burdick and MATTHEW JONES (as managing general agent) & Sun Surety Insurance Company were the proximate cause of the injuries suffered by the plaintiff.

As a result Plaintiff, suffered pain and suffering, mental anguish, loss of capacity for the enjoyment of life which are permanent, continuing and plaintiff will suffer such losses into the future.

WHEREFORE plaintiff demands a trial by jury, judgment for damages against the defendants together with costs of litigation, interest, and any other damages appropriate to this cause.

Dated this 21th day of May, 2019.

/s/Gary Smith, LLC
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