

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT  
IN AND FOR DUVAL COUNTY, FLORIDA

ELIAS RAMZI SALAMEH

Plaintiff,

CASE NO. 16-2024-CA-000541

vs.

UNITED PARCEL SERVICE, INC., and  
HARLEY ANNA CARPENTER

Defendants.

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**UNITED PARCEL SERVICE, INC.'S  
ANSWER AND AFFIRMATIVE DEFENSES**

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Defendant, United Parcel Service, Inc. ("UPS"), through counsel, files this Answer and Affirmative Defenses and states:

**JURISDICTION AND VENUE**

1. Admitted for jurisdictional purposes only.
2. Without knowledge, therefore denied.
3. Without knowledge, therefore denied as to the residence of the Package Car Driver, Ms. Carpenter.
4. Admitted.
5. Admit this Court has general personal jurisdiction over UPS. Otherwise, denied.
6. Admit this Court has specific personal jurisdiction over UPS. Otherwise, denied.
7. Admit UPS has or usually keeps an office in Duval County. Otherwise, denied.

**DEFENDANT'S ROLE IN INTERSTATE COMMERCE**

8. Denied as phrased.
9. UPS admits that it complies with applicable federal, state, and local laws and regulations. UPS denies the remaining allegations in paragraph nine.

- a. UPS admits it complies with applicable federal, state, and local laws and regulations. UPS denies the remaining allegations in paragraph 9(a).
  - b. UPS admits it complies with applicable federal, state, and local laws and regulations. UPS denies the remaining allegations in paragraph 9(b).
  - c. UPS admits it complies with applicable federal, state, and local laws and regulations. UPS denies the remaining allegations in paragraph 9(c).
  - d. UPS admits it complies with applicable federal, state, and local laws and regulations. UPS denies the remaining allegations in paragraph 9(d).
  - e. UPS admits it complies with applicable federal, state, and local laws and regulations. UPS denies the remaining allegations in paragraph 9(e).
10. Admit UPS was owned or maintained exclusive control of the package car.  
Otherwise denied.

#### **THE CRASH**

- 11. Admitted.
- 12. Admit Ms. Carpenter operated the package car northbound on SR 51.
- 13. UPS denies all allegations of negligence. UPS is without knowledge and therefore denies the remaining allegations in paragraph thirteen (13).
- 14. Denied.
- 15. Denied.

#### **PLAINTIFF'S DAMAGES**

- 16. UPS denies all allegations of negligence. UPS is without knowledge and therefore denies the remaining allegations in paragraph sixteen (16).

#### **COUNT I** **NEGLIGENCE AGAINST DEFENDANT TRUCK DRIVER**

Count I (paragraphs 18-19) is directed to the package car driver, Ms. Carpenter, and

therefore, no response is required from UPS for these paragraphs (18-19). To the extent there are any allegations against UPS in these paragraphs, UPS denies or is without knowledge and therefore denies the allegations.

**COUNT II**  
**NEGLIGENCE AGAINST DEFENDANT UPS**

UPS realleges its response to paragraphs 1-19 as if fully restated.

20. UPS denies all factual allegations in this paragraph but admits it has the same duty as others under the law in Florida.
21. Denied.
  - a. Denied.
  - b. Denied.
  - c. Denied.
  - d. Denied.
  - e. Denied.
22. UPS denies all allegations of negligence. UPS is without knowledge, and therefore denies, the remaining allegations of paragraph twenty-two (22).

**COUNT III**  
**STRICT LIABILITY AGAINST DEFENDANT UPS**

UPS realleges its response to paragraphs 1-19 as if fully restated.

23. Admit at the time of the accident the package car driver had UPS's permission to operate the package car. Otherwise, denied.
24. UPS denies all allegations of negligence. UPS admits its motor vehicle was used by Ms. Carpenter with its permission and consent while Ms. Carpenter was in the course and scope of her employment. Otherwise, denied.

**COUNT IV**  
**VICARIOUS LIABILITY AGAINST DEFENDANT UPS**

UPS realleges its response to paragraphs 1-19 as if fully restated.

25. Admit at the time of the accident the package car driver was UPS's employee acting within the course and scope of employment. Otherwise, denied.
26. UPS denies all allegations of negligence.

### **GENERAL DENIAL**

Defendant specifically denies all allegations contained in the Plaintiff's Complaint which were not specifically admitted.

### **AFFIRMATIVE DEFENSES**

#### **FIRST AFFIRMATIVE DEFENSE**

Defendant states the alleged injuries sustained by the Plaintiff were caused or contributed to by the acts or negligence of the Plaintiff, thus barring the claim in whole or in part and, that by pleading comparative negligence, Defendant does not admit any liability on its part.

#### **SECOND AFFIRMATIVE DEFENSE**

Defendant states Plaintiff had for his use at the time of this collision a fully functional and operational seat belt and the Plaintiff failed to wear his seatbelt, so that his failure was the sole cause, or a contributing cause, of the alleged injuries and/or damages sustained by him.

#### **THIRD AFFIRMATIVE DEFENSE**

Defendant states Plaintiff has not suffered a permanent injury as a result of the collision and, therefore, the threshold requirements of Section 627.737, Florida Statutes have not been met and the Plaintiff is barred from recovery.

#### **FOURTH AFFIRMATIVE DEFENSE**

Defendant is entitled to set-off pursuant to Sections 768.76 and 627.737, Florida Statutes which includes all payments made or payable by and all collateral sources where expenses, bills or other obligations incurred as a result of the alleged accident.

#### **FIFTH AFFIRMATIVE DEFENSE**

Defendant states that damages against them are only available to the extent permitted by

Section 768.81, Florida Statutes.

**SIXTH AFFIRMATIVE DEFENSE**

Defendant states Plaintiff failed to mitigate his alleged damages.

**SEVENTH AFFIRMATIVE DEFENSE**

To the extent Plaintiff 's alleged loss of wages was caused or exacerbated by the COVID-19 pandemic and resultant shut down orders promulgated by his employer or any government entity, said alleged loss of wages should be barred or reduced.

**EIGHTH AFFIRMATIVE DEFENSE**

To the extent Plaintiff's alleged inability to attend to his usual daily activities and duties was caused or exacerbated by the COVID-19 pandemic and resultant shut down orders promulgated by his employer or any government entity, said alleged loss of wages should be barred or reduced.

**NINTH AFFIRMATIVE DEFENSE**

Any damages awarded to Plaintiff must be reduced by the amount of any collateral sources, including but not limited to insurance, social security, Federal and State COVID-19 relief payments, that the Court finds was, or will be with reasonable certainty, replaced or indemnified; such that the answering Defendants' liability to Plaintiff, which is expressly denied, must be reduced correspondingly.

**TENTH AFFIRMATIVE DEFENSE**

UPS pleads the applicable portions of Laws of Florida Ch. 2023-15.

**ELEVENTH AFFIRMATIVE DEFENSE**

UPS pleads Duval County is not a legally proper venue, nor a convenient venue for this case.

**TWELFTH AFFIRMATIVE DEFENSE**

UPS pleads Count II fails to state a claim upon which relief can be granted given their admissions that Ms. Carpenter had permission to drive the vehicle and was an employee acting

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