

IN THE CIRCUIT COURT OF THE NINTH  
JUDICIAL CIRCUIT IN AND FOR  
ORANGE COUNTY, FLORIDA

CASE NO.:  
DIVISION:

TESHAYNA D. BENNETT,

Plaintiff,

v.

WINDSOR COVE FL, LLC, a Florida limited  
Liability company, d/b/a WINDSOR COVE  
APARTMENTS - LIHTC; WINDSOR COVE  
FL INVESTMENT, LLC, a Foreign limited liability  
company; MILLENNIA HOUSING  
MANAGEMENT LTD., LLC, f/k/a MILLENNIA  
HOUSING MANAGEMENT, LTD., a Foreign  
limited liability Company; and FRANK SINITO,  
Individually;

Defendants.

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**COMPLAINT**

The Plaintiff, TESHAYNA D. BENNETT, (hereinafter "PLAINTIFF") sues Defendants, WINDSOR COVE FL, LLC, a Florida limited liability company, d/b/a WINDSOR COVE APARTMENTS - LIHTC; WINDSOR COVE FL INVESTMENT, LLC, a Foreign limited liability company; MILLENNIA HOUSING MANAGEMENT LTD., LLC, f/k/a MILLENNIA HOUSING MANAGEMENT, LTD., a Foreign limited liability Company; and FRANK SINITO, Individually, and alleges:

**GENERAL ALLEGATIONS**

1. This is a cause of action for damages in an amount which exceeds thirty thousand and No/100 dollars (\$30,000.00), exclusive of interest and costs.

2. TESHAYNA D. BENNETT is and was at all relevant times, a resident of Orlando, Orange County, Florida.

3. At all times relevant, Defendant, WINDSOR COVE FL, LLC, a Florida limited liability Company, (hereinafter “WINDSOR COVE”), is and was all times relevant a Florida limited liability company duly organized and existing under the laws of the State of Florida.

4. At all times relevant WINDSOR COVE owned, operated, and controlled property known as Windsor Cove Apartments - LIHTC located at 1488 Mercy Drive, in Orlando, Orange County, Florida, identified by Orange County Property Appraiser Parcel ID# 20-22-29-4550-01-000 (hereinafter referred to as “the subject premises”), including all land, residential units, buildings, and common areas.

5. At all times relevant to this cause, WINDSOR COVE was doing business at the subject premises as a multi-family, multi-unit, residential rental complex.

6. All actions alleged herein against WINDSOR COVE, its heirs, successors, assigns, or subsidiaries, were made by their directors, general partners, employees, agents, or borrowed servants within the course and scope of said employment, agency, or servitude. As a result, WINDSOR COVE is vicariously liable for such actions.

7. Defendant, WINDSOR COVE FL INVESTMENT, LLC, a Foreign limited liability company, (hereinafter “WINDSOR INVESTMENT”) is and at all times relevant was duly organized and existing under the laws of the State of Florida and doing business as the sole member of WINDSOR COVE.

8. At all times relevant to this cause, pursuant to an agreement with WINDSOR COVE, WINDSOR INVESTMENT managed, operated, maintained and/or was the sole decision maker for the subject premises and WINDSOR COVE, including all land, residential units,

buildings, and common areas at the subject premises. The Plaintiff does not have a copy of any agreements, but upon information and belief, copies of any agreements or contracts are in the Defendant's possession.

9. All actions alleged herein against WINDSOR INVESTMENT, its heirs, successors, assigns, or subsidiaries, were made by their directors, general partners, employees, agents, or borrowed servants within the course and scope of said employment, agency, or servitude. As a result, WINDSOR INVESTMENT is vicariously liable for such actions.

10. Defendant MILLENNIA HOUSING MANAGEMENT, LTD., LLC, a foreign for-profit corporation, (hereinafter "MILLENNIA") is and at all relevant times was operating under the laws of the State of Florida and doing business as the multifamily residential housing property manager of the subject premises.

11. At all times relevant to this cause, MILLENNIA, pursuant to an agreement with WINDSOR INVESTMENT and/or WINDSOR COVE, managed, operated, and maintained the premises, including all land, residential units, buildings, and common areas at the subject premises. The Plaintiff does not have a copy of any agreements, but upon information and belief, copies of any agreements or contracts are in the Defendant's possession.

12. All actions alleged herein against MILLENNIA, its heirs, successors, assigns, or subsidiaries, were made by their directors, general partners, employees, and/or agents within the course and scope of said employment, agency or servitude. As a result, MILLENNIA is vicariously liable for such actions.

13. On or about July 22, 2019, PLAINTIFF, was lawfully and properly at the subject premises as an invitee. While at the subject premises, PLAINTIFF was violently shot and severely injured by an unknown criminal assailant.

## COUNT I

14. The PLAINTIFF restates and asserts the general allegations outlined above in paragraphs one (1) through thirteen (13).

15. At all times relevant, WINDSOR COVE had a non-delegable duty to provide a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises. Additionally, WINDSOR COVE had a non-delegable statutory obligation and duty pursuant to § 83.51, *Florida Statutes*, a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises.

16. At all times material, WINDSOR COVE knew, or in the exercise of reasonable care should have known, of the risk of criminal attacks on persons on the subject premises, in general, based on the history of criminal activity on the subject premises and in the one mile radius of the subject premises, by the attacker referred to in paragraph thirteen (13), or both. Based on the prior criminal history on the subject premises, and the criminal incidents in the one mile radius, criminal attacks, including the criminal attack which seriously injured PLAINTIFF were, or with exercise of reasonable care should have been, reasonably foreseeable to WINDSOR COVE.

17. WINDSOR COVE breached its non-delegable duty to provide a reasonably safe premises by:

- a. Failing to hire and retain appropriately trained security guards;
- b. Failing to provide adequate and reasonable physical security;
- c. Failing to employ and deploy guards in sufficient numbers on or about the subject premises;
- d. Failing to properly evaluate criminal activity and address criminal activity at the subject premises;

- e. Failing to provide proper lighting on the subject premises;
- f. Failing to detect broken, malfunctioning, or failing security systems and have those systems repaired in a timely manner;
- g. Failing to employ and/or develop adequate or reasonable security guidelines or protocols on or about the subject premises;
- h. Failing to develop and employ reporting procedures to address security inadequacies;
- i. Failing to employ, develop, and update security post orders for the subject premises;
- j. Failing to warn its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;
- k. Failing to provide reasonably expected security guard services to prevent and deter criminal activity;
- l. Failing to prevent criminal activity on the subject premises;
- m. Failing to properly and reasonably supervise its agents, borrowed servants;
- n. Failing to monitor the effectiveness and sufficiency of the security plan of its agents, apparent agents, and tenants;
- o. Failing to maintain the subject premises in a reasonably safe condition; and
- p. Failing to provide a reasonably safe premises in other ways which may be determined through discovery.

18. WINDSOR COVE failed to take proper precautions to make the subject premises reasonably safe and to secure the premises in a reasonable manner, and to prevent injuries to persons lawfully on the subject premises.

19. As a direct and proximate result of the negligence of WINDSOR COVE, PLAINTIFF suffered bodily injury and resulting pain and suffering, disability, disfigurement, aggravation of a pre-existing condition, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and PLAINTIFF will suffer the losses in the future.

WHEREFORE, PLAINTIFF demands judgment against the Defendant, WINDSOR COVE, for the damages outlined in paragraph nineteen (19), with costs, and any further relief as the Court deems proper. The PLAINTIFF demands trial by a jury in the above titled action.

### **COUNT II**

20. The PLAINTIFF restates and asserts the general allegations outlined above in paragraphs one (1) through thirteen (13) above.

21. At all times material to this cause of action, WINDSOR COVE, on its own, or either through its agents or employees, undertook and assumed the obligations and the duties to provide security and prevent criminal attacks on the subject premises by:

- a. Undertaking a duty to hire and retain security guards for the subject premises;
- b. Undertaking the duty to provide physical security on the subject premises;
- c. Undertaking the duty or apparent duty to employ and deploy guards on or about the subject premises;
- d. Undertaking a duty to evaluate criminal activity in an effort to curtail criminal activity at the subject premises;
- e. Undertaking a duty to employ and/or develop security guidelines or protocols to be performed on or about the subject premises;

- f. Undertaking the duty to develop and employ reporting procedures to address security inadequacies;
- g. Undertaking the duty to develop and update security post orders in an effort to prevent or curtail crime on the subject premises;
- h. Undertaking an effort to inform its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;
- i. Undertaking an effort to provide security guard services to prevent and deter criminal activity; and
- j. Undertaking an effort to monitor the effectiveness and sufficiency of the security plan of its agents, and apparent agent.

22. WINDSOR COVE breached its assumed duties to provide security and prevent violent incidents on the subject premises, as described in paragraph thirteen (13) above, and by failing to prevent the violent attack and shooting that seriously injured PLAINTIFF. Additionally, WINDSOR COVE breached the aforementioned assumed duties by:

- a. Failing to hire and retain appropriately trained security guards;
- b. Failing to provide adequate and reasonable physical security;
- c. Failing to employ and deploy guards in sufficient numbers on or about the subject premises;
- d. Failing to properly evaluate criminal activity and address criminal activity at the subject premises;
- e. Failing to provide proper lighting on the subject premises;
- f. Failing to detect broken, malfunctioning, or failing security systems and have those systems repaired in a timely manner;

- g. Failing to employ and/or develop adequate or reasonable security guidelines or protocols on or about the subject premises;
- h. Failing to develop and employ reporting procedures to address security inadequacies;
- i. Failing to employ, develop, and update security post orders for the subject premises;
- j. Failing to warn its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;
- k. Failing to provide reasonably expected security guard services to prevent and deter criminal activity;
- l. Failing to prevent criminal activity on the subject premises;
- m. Failing to properly and reasonably supervise its agents, apparent agents, borrowed servants;
- n. Failing to monitor the effectiveness and sufficiency of the security plan of its agents, apparent agents, and tenants;
- o. Failing to maintain the subject premises in a reasonably safe condition; and
- p. Failing to provide a reasonably safe premises in other ways which may be determined through discovery.

23. As a direct and proximate result of the negligence of WINDSOR COVE suffered bodily injury and resulting pain and suffering, disability, disfigurement, aggravation of a pre-existing condition, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and PLAINTIFF will suffer the losses in the future.



WHEREFORE, PLAINTIFF demands judgment against the Defendant, WINDSOR COVE for the damages outlined in paragraph twenty-three (23), with costs, and any further relief as the Court deems proper. The PLAINTIFF demands trial by a jury in the above titled action.

### **COUNT III**

24. The PLAINTIFF restates and asserts the general allegations outlined above in paragraphs one (1) through thirteen (13).

25. As the owner of the subject premises, WINDSOR COVE had a non-delegable duty to provide a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises. Additionally, WINDSOR COVE had a non-delegable statutory obligation and duty pursuant to §83.51, *Florida Statutes*, a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises.

26. WINDSOR INVESTMENT as the sole member of WINDSOR COVE and the subject premises, had a duty to use reasonable care in the operation and management of WINDSOR COVE, and the subject premises.

27. At all times material, WINDSOR INVESTMENT knew, or in the exercise of reasonable care should have known, of the risk of criminal attacks on persons on the subject premises, in general, based on the history of criminal activity on the subject premises and in the one mile radius of the subject premises, by the attacker referred to in paragraph thirteen (13), or both. Based on the prior criminal history on the subject premises, and the criminal incidents in the one mile radius, criminal attacks, including the criminal attack which caused the caused the injury of PLAINTIFF, were, or with exercise of reasonable care should have been, reasonably foreseeable to WINDSOR INVESTMENT.

28. WINDSOR INVESTMENT breached its duty to use reasonable care in the operation and management of WINDSOR COVE and the subject premises by:

- a. Failing to hire and retain appropriately trained property managers;
- b. Failing to provide adequate and reasonable physical security for the residents of the subject premises;
- c. Failing to employ and deploy guards in sufficient numbers on or about the subject premises;
- d. Failing to properly evaluate criminal activity and address criminal activity at the subject premises;
- e. Failing to provide proper lighting on the subject premises;
- f. Failing to detect broken, malfunctioning, or failing security systems and have those systems repaired in a timely manner;
- g. Failing to employ and/or develop adequate or reasonable security guidelines or protocols on or about the subject premises;
- h. Failing to employ and/or develop adequate or reasonable management guidelines or protocols on or about the subject premises;
- i. Failing to properly evaluate management of the subject premises;
- j. Failing to hire appropriately trained management for the subject premises;
- k. Failing to develop and employ reporting procedures to address security inadequacies;
- l. Failing to employ, develop, and update security post orders for the subject premises;

- m. Failing to warn its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;
- n. Failing to provide reasonably expected security guard services to prevent and deter criminal activity;
- o. Failing to prevent criminal activity on the subject premises;
- p. Failing to properly and reasonably supervise its agents, and borrowed servants;
- q. Failing to monitor the effectiveness and sufficiency of the security plan of its agents, apparent agents, and tenants;
- r. Failing to maintain the subject premises in a reasonably safe condition;
- s. Failing to provide a reasonably safe premises in other ways which may be determined through discovery.

29. WINDSOR INVESTMENT failed to use reasonable care in the management and operation of WINDSOR COVE and the subject premises and failed to take proper precautions to make the subject premises reasonably safe and to secure the premises in a reasonable manner, and to prevent injuries to persons lawfully on the subject premises.

30. As a direct and proximate result of the negligence of WINDSOR INVESTMENT, PLAINTIFF suffered bodily injury and resulting pain and suffering, disability, disfigurement, aggravation of a pre-existing condition, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and PLAINTIFF will suffer the losses in the future.

WHEREFORE, PLAINTIFF demands judgment against the Defendant, WINDSOR INVESTMENT, for the damages outlined in paragraph thirty (30), with costs, and any further

relief as the Court deems proper. The PLAINTIFF demands trial by a jury in the above titled action.

#### **COUNT IV**

31. The PLAINTIFF restates and asserts the general allegations outlined above in paragraphs one (1) through thirteen (13) above.

32. As the owner of the subject premises, WINDSOR COVE had a non-delegable duty to provide a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises. Additionally, WINDSOR COVE had a non-delegable statutory obligation and duty pursuant to §83.51, *Florida Statutes*, a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises.

33. WINDSOR INVESTMENT, as the sole member and sole decision maker of WINDSOR COVE and the subject premises, had a duty to use reasonable care in the operation, maintenance, and management of WINDSOR COVE, and the subject premises.

34. At all times material to this cause of action, WINDSOR INVESTMENT, on its own, or either through its agents or employees, undertook and assumed the obligations and the duties to provide security and prevent criminal attacks on the subject premises by:

- a. Undertaking a duty to hire and retain security guards for the subject premises;
- b. Undertaking the duty to provide physical security on the subject premises;
- c. Undertaking the duty or apparent duty to employ and deploy guards on or about the subject premises;
- d. Undertaking a duty to evaluate criminal activity in an effort to curtail criminal activity at the subject premises;

- e. Undertaking a duty to employ and/or develop security guidelines or protocols to be performed on or about the subject premises;
- f. Undertaking the duty to develop and employ reporting procedures to address security inadequacies;
- g. Undertaking the duty to develop and update security post orders in an effort to prevent or curtail crime on the subject premises;
- h. Undertaking an effort to inform its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;
- i. Undertaking an effort to provide security guard services to prevent and deter criminal activity;
- j. Undertaking an effort to monitor the effectiveness and sufficiency of the security plan of its agents, and apparent agent;
- k. Determining that the general nature of the business operated on the subject premises required security guards;
- l. Undertaking an effort to maintain and manage the subject premises in a manner to avoid exposing invitees to dangers at the subject premises; and
- m. In other ways to be determined during discovery.

35. WINDSOR INVESTMENT breached its assumed duties to provide security and prevent crime on the subject premises, as described in paragraph thirteen (13) above, by failing to prevent the criminal attack which caused the injury of PLAINTIFF. Additionally, WINDSOR INVESTMENT breached the aforementioned assumed duties by:

- a. Failing to hire and retain appropriately trained security guards;
- b. Failing to provide adequate and reasonable physical security;

- c. Failing to employ and deploy guards in sufficient numbers on or about the subject premises;
- d. Failing to properly evaluate criminal activity and address criminal activity at the subject premises;
- e. Failing to provide proper lighting on the subject premises;
- f. Failing to detect broken, malfunctioning, or failing security systems and have those systems repaired in a timely manner;
- g. Failing to maintain and manage the subject premises in a manner to avoid exposing invitees to dangers at the subject premises;
- h. Failing to employ and/or develop adequate or reasonable security guidelines or protocols on or about the subject premises;
- i. Failing to develop and employ reporting procedures to address security inadequacies;
- j. Failing to employ, develop, and update security post orders for the subject premises;
- k. Failing to warn its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;
- l. Failing to provide reasonably expected security guard services to prevent and deter criminal activity;
- m. Failing to prevent criminal activity on the subject premises;
- n. Failing to properly and reasonably supervise its agents, and borrowed servants;
- o. Failing to monitor the effectiveness and sufficiency of the security plan of its agents, and tenants;

- p. Failing to maintain the subject premises in a reasonably safe condition;
- q. Failing to provide a reasonably safe premises in other ways which may be determined through discovery.

36. As a direct and proximate result of the negligence of WINDSOR INVESTMENT, PLAINTIFF suffered bodily injury and resulting pain and suffering, disability, disfigurement, aggravation of a pre-existing condition, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and PLAINTIFF will suffer the losses in the future.

WHEREFORE, PLAINTIFF demands judgment against Defendant, WINDSOR INVESTMENT, for the damages outlined in paragraph thirty-six (36), with costs, and any further relief as the Court deems proper. The PLAINTIFF demands trial by a jury in the above titled action.

#### **COUNT V**

37. The PLAINTIFF restates and asserts the general allegations outlined above in paragraphs one (1) through thirteen (13).

38. As the owner of the subject premises, WINDSOR COVE had a non-delegable duty to provide a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises. Additionally, WINDSOR COVE had a non-delegable statutory obligation and duty pursuant to §83.51, *Florida Statutes*, a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises.

39. MILLENNIA by agreement, express or implied, assumed the duty to manage, operate, maintain, and control the subject premises, and provide a reasonably safe premises to the

residents, tenants, their guests, other invitees, and other persons lawfully on the premises. PLAINTIFF does not have in its possession a copy of the management agreement. Upon reasonable belief, the Defendants have in their possession copies of any agreements or contracts regarding the assumed duties of MILLENNIA.

40. At all times material, MILLENNIA knew, or in the exercise of reasonable care should have known, of the risk of criminal attacks on persons on the subject premises, in general, based on the history of criminal activity on the subject premises and in the one mile radius of the subject premises, by the attacker referred to in paragraph thirteen (13), or both. Based on the prior criminal history on the subject premises, and the criminal incidents in the one mile radius, criminal attacks, including the criminal attack which caused the injury of PLAINTIFF, were, or with exercise of reasonable care should have been, reasonably foreseeable to MILLENNIA.

41. MILLENNIA breached its duty to use reasonable care in the operation and management of WINDSOR COVE and the subject premises by:

- a. Failing to hire and retain appropriately trained and evaluated employees and security guards;
- b. Failing to provide adequate and reasonable physical security;
- c. Failing to employ and deploy guards in sufficient numbers on or about the subject premises;
- d. Failing to properly evaluate criminal activity and address criminal activity at the subject premises;
- e. Failing to provide proper lighting on the subject premises;
- f. Failing to detect broken, malfunctioning, or failing security systems on the subject premises and have those systems repaired in a timely manner;



- g. Failing to employ and/or develop adequate or reasonable security guidelines or protocols on or about the subject premises;
- h. Failing to develop and employ reporting procedures to address security inadequacies at the subject premises;
- i. Failing to employ, develop, and update security post orders for the subject premises;
- j. Failing to warn its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;
- k. Failing to provide reasonably expected security guard services to prevent and deter criminal activity on the subject premises;
- l. Failing to prevent criminal activity on the subject premises;
- m. Failing to properly and reasonably evaluate employee fitness and supervise its employees, agents, apparent agents, and borrowed servants;
- n. Failing to monitor the effectiveness and sufficiency of the security plan of its agents, and tenants;
- o. Failing to maintain the subject premises in a reasonably safe condition; and
- p. Failing to provide a reasonably safe premises in other ways which may be determined through discovery.

42. MILLENNIA failed to take proper precautions to make the subject premises reasonably safe and to secure the premises in a reasonable manner, and to prevent injuries to persons lawfully on the subject premises.

43. As a direct and proximate result of the negligence of MILLENNIA, PLAINTIFF suffered bodily injury and resulting pain and suffering, disability, disfigurement, aggravation of a

pre-existing condition, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and PLAINTIFF will suffer the losses in the future.

WHEREFORE, PLAINTIFF demands judgment against Defendant MILLENNIA for the damages outlined in paragraph forty-three (43) with costs, and any further relief as the Court deems proper. The PLAINTIFF demands trial by a jury in the above titled action.

### **COUNT VI**

44. The PLAINTIFF restates and asserts the general allegations outlined above in paragraphs one (1) through thirteen (13) above.

45. As the owner of the subject premises, WINDSOR COVE had a non-delegable duty to provide a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises. Additionally, WINDSOR COVE had a non-delegable statutory obligation and duty pursuant to §83.51, *Florida Statutes*, a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises.

46. MILLENNIA by agreement, express or implied, assumed the duty to manage, operate, maintain, and control the subject premises, and provide a reasonably safe premises to the residents, tenants, their guests, other invitees, and other persons lawfully on the premises. PLAINTIFF does not have in its possession a copy of the management agreement. Upon reasonable belief, the Defendants have in their possession copies of any agreements or contracts regarding the assumed duties of MILLENNIA.

47. At all times material to this cause of action, MILLENNIA, on its own, or either through its agents or employees, undertook and assumed the obligations and the duties to provide security and prevent criminal attacks on the subject premises by:

- a. Undertaking a duty to hire and retain security guards for the subject premises;
- b. Undertaking the duty to provide physical security on the subject premises;
- c. Undertaking the duty or apparent duty to employ and deploy guards on or about the subject premises;
- d. Undertaking a duty to evaluate criminal activity in an effort to curtail criminal activity at the subject premises;
- e. Undertaking a duty to employ and/or develop security guidelines or protocols to be performed on or about the subject premises;
- f. Undertaking the duty to develop and employ reporting procedures to address security inadequacies;
- g. Undertaking the duty to develop and update security post orders in an effort to prevent or curtail crime on the subject premises;
- h. Undertaking an effort to inform its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;
- i. Undertaking an effort to provide security guard services to prevent and deter criminal activity;
- j. Undertaking an effort to monitor the effectiveness and sufficiency of the security plan of its agents, and apparent agent;
- k. Determining that the general nature of the business operated on the subject premises required security guards;
- l. Undertaking an effort to maintain and manage the subject premises in a manner to avoid exposing invitees to dangers at the subject premises; and
- m. In other ways to be determined during discovery.

48. MILLENNIA breached its assumed duties to provide security and prevent crime on the subject premises, including the attack described in paragraph thirteen (13) above, and by failing to prevent the criminal attack caused the injury of PLAINTIFF. Additionally, MILLENNIA breached the aforementioned assumed duties by:

- a. Failing to hire and retain appropriately trained security guards;
- b. Failing to provide adequate and reasonable physical security;
- c. Failing to employ and deploy guards in sufficient numbers on or about the subject premises;
- d. Failing to properly evaluate criminal activity and address criminal activity at the subject premises;
- e. Failing to provide proper lighting on the subject premises;
- f. Failing to detect broken, malfunctioning, or failing security systems and have those systems repaired in a timely manner;
- g. Failing to maintain and manage the subject premises in a manner to avoid exposing invitees to dangers at the subject premises;
- h. Failing to employ and/or develop adequate or reasonable security guidelines or protocols on or about the subject premises;
- i. Failing to develop and employ reporting procedures to address security inadequacies;
- j. Failing to employ, develop, and update security post orders for the subject premises;
- k. Failing to warn its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;

- l. Failing to provide reasonably expected security guard services to prevent and deter criminal activity;
- m. Failing to prevent criminal activity on the subject premises;
- n. Failing to properly and reasonably supervise its agents, and borrowed servants;
- o. Failing to monitor the effectiveness and sufficiency of the security plan of its agents, apparent agents, and tenants;
- p. Failing to maintain the subject premises in a reasonably safe condition;
- q. Failing to provide a reasonably safe premises in other ways which may be determined through discovery.

49. As a direct and proximate result of the negligence of MILLENNIA, PLAINTIFF suffered bodily injury and resulting pain and suffering, disability, disfigurement, aggravation of a pre-existing condition, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and PLAINTIFF will suffer the losses in the future.

WHEREFORE, PLAINTIFF demands judgment against Defendant MILLENNIA for the damages outlined in paragraph forty-nine (49), with costs, and any further relief as the Court deems proper. The PLAINTIFF demands trial by a jury in the above titled action.

#### **COUNT VII**

50. The PLAINTIFF restates and asserts the general allegations outlined above in paragraphs one (1) through thirteen (13).

51. As the owner of the subject premises, WINDSOR COVE had a non-delegable duty to provide a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises. Additionally, WINDSOR COVE had a non-delegable statutory

obligation and duty pursuant to §83.51, *Florida Statutes*, a reasonably safe premises to the residents, tenants, their guests, invitees, and other persons lawfully on the premises.

52. MILLENNIA by agreement, express or implied, assumed the duty to manage, operate, maintain, and control the subject premises, and provide a reasonably safe premises to the residents, tenants, their guests, other invitees, and other persons lawfully on the premises. PLAINTIFF does not have in its possession a copy of the management agreement. Upon reasonable belief, the Defendants have in their possession copies of any agreements or contracts regarding the assumed duties of MILLENNIA.

53. FRANK T. SINITO, individually, at all times relevant was assigned or undertook the responsibility of formulating the security plan for the subject premises on behalf of WINDSOR INVESTMENT and MILLENNIA.

54. FRANK T. SINITO, individually, at all times relevant, was solely responsible for formulating the security plan for the subject premises.

55. At all times material, FRANK T. SINITO knew, or in the exercise of reasonable care should have known, of the risk of criminal attacks on persons on the subject premises, in general, based on the history of criminal activity on the subject premises and in the one mile radius of the subject premises, by the attacker referred to in paragraph thirteen (13), or both. Based on the prior criminal history on the subject premises, and the criminal incidents in the one mile radius, criminal attacks, including the criminal attack which seriously injured Ms. Bennett, were, or with exercise of reasonable care should have been, reasonably foreseeable to FRANK T. SINITO.

56. FRANK T. SINITO, individually was the sole member and sole decision maker for Defendant WINDSOR INVESTMENT, and had a duty to use reasonable care in his decision making regarding the safety of persons lawfully on the premises.

57. FRANK T. SINITO, individually was the sole member and sole decision maker for Defendant MILLENNIA, and had a duty to use reasonable care in his decision making regarding the safety of persons lawfully on the premises.

58. FRANK T. SINITO, as the sole member and sole decision maker of both WINDSOR INVESTMENT and MILLENNIA, had a duty to use reasonable care in the operation and management of WINDSOR INVESTMENT and MILLENNIA, as well as the subject premises.

59. FRANK T. SINITO breached his duty to use reasonable care in the formulation and implementation of their security plan:

- a. Failing to hire and retain appropriately trained property managers;
- b. Failing to provide adequate and reasonable physical security for the patrons, shoppers, and invitees of the subject premises;
- c. Failing to employ and deploy guards in sufficient numbers on or about the subject premises;
- d. Failing to properly evaluate criminal activity and address criminal activity at the subject premises;
- e. Failing to provide proper lighting on the subject premises;
- f. Failing to detect broken, malfunctioning, or failing security systems and have those systems repaired in a timely manner;
- g. Failing to employ and/or develop adequate or reasonable security guidelines or protocols on or about the subject premises;
- h. Failing to employ and/or develop adequate or reasonable management guidelines or protocols on or about the subject premises;

- i. Failing to properly evaluate management of the subject premises;
- j. Failing to hire appropriately trained management for the subject premises;
- k. Failing to develop and employ reporting procedures to address security inadequacies;
- l. Failing to employ, develop, and update security post orders for the subject premises;
- m. Failing to warn its invitees, business invitees, guests, and other invitees, of foreseeable criminal activity on the subject premises;
- n. Failing to provide reasonably expected security guard services to prevent and deter criminal activity;
- o. Failing to prevent criminal activity on the subject premises;
- p. Failing to properly and reasonably supervise its agents, and borrowed servants;
- q. Failing to monitor the effectiveness and sufficiency of the security plan of its agents, and apparent agents;
- r. Failing to maintain the subject premises in a reasonably safe condition;
- s. Failing to provide a reasonably safe premises in other ways which may be determined through discovery.

60. FRANK T. SINITO failed to use reasonable care in the formulation and implementation of their security plan and failed to take proper precautions to make the subject premises reasonably safe and to secure the premises in a reasonable manner, and to prevent injuries to persons lawfully on the subject premises.

61. As a direct and proximate result of the active negligence of FRANK T. SINITO, PLAINTIFF suffered bodily injury and resulting pain and suffering, disability, disfigurement,



aggravation of a pre-existing condition, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and PLAINTIFF will suffer the losses in the future.

WHEREFORE, PLAINTIFF demands judgment against the Defendant, FRANK T. SINITO, individually, for the damages outlined in paragraph sixty-one (61), with costs, and any further relief as the Court deems proper. The PLAINTIFF demands trial by a jury in the above titled action.

Executed this 26th day of May 2021.

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By: s/ Tyrone A. King  
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