

IN THE CIRCUIT COURT, THIRTEENTH
JUDICIAL CIRCUIT IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA

CASE NO.:

SALENA CALHOUN,

Plaintiff,

v.

BEACH CLUB TAMPA LLC,
KCB FLORIDA PROPERTY
MANAGEMENT LLC AND
LINCOLN PROPERTY COMPANY,

Defendants.

PLAINTIFF'S ORIGINAL COMPLAINT

COMES NOW, the Plaintiff SALENA CALHOUN by and through the undersigned attorney, Jonathan I. Rotstein, Esquire, and pursuant to Florida Rules of Civil Procedure 1.190, and hereby files this Complaint against Defendants BEACH CLUB TAMPA LLC, KCB FLORIDA PROPERTY MANAGEMENT LLC and LINCOLN PROPERTY COMPANY and in support thereof states and alleges as follows:

FACTS

1. This is an action for damages that exceed Thirty Thousand Dollars (\$30,000.00).
2. At all times material hereto, Plaintiff, SALENA CALHOUN was a resident of Bradenton, Manatee County, Florida and is over the age of twenty-one (21).
3. At all times material hereto, Defendant BEACH CLUB TAMPA LLC was a Foreign Limited Liability Company authorized and licensed to conduct business in Tampa, Hillsborough

County, Florida by the Secretary of State and does conduct said business in Miami-Dade County, Florida.

4. At all times material hereto, Defendant KCB FLORIDA PROPERTY MANAGEMENT LLC was a Foreign Limited Liability Company authorized and licensed to conduct business in Tampa, Hillsborough County, Florida by the Secretary of State and does conduct said business in Miami-Dade County, Florida.

5. At all times material hereto, Defendant LINCOLN PROPERTY COMPANY was a Foreign Corporation authorized and licensed to conduct business in Tampa, Hillsborough County, Florida by the Secretary of State and does conduct said business in Miami-Dade County, Florida.

6. The accident which is the subject matter of this litigation occurred in Tampa, Hillsborough County, Florida.

7. This Honorable Court has jurisdiction over this lawsuit in that the accident, which is the basis of this lawsuit took place in Hillsborough County, Florida, and that this action for money damages for the Plaintiff SALENA CALHOUN exceeds Thirty Thousand Dollars (\$30,000.00) against Defendant BEACH CLUB TAMPA LLC.

COUNT ONE
NEGLIGENCE AGAINST DEFENDANT
BEACH CLUB TAMPA LLC

8. Plaintiff, SALENA CALHOUN is entitled to relief against Defendant BEACH CLUB TAMPA LLC based upon the following facts:

(a) Plaintiff realleges and reavers each and every allegation contained in paragraphs 1 through 7 above as though stated herein.

9. On or about June 7, 2020, Plaintiff SALENA CALHOUN was lawfully upon the Defendant's premises located at 6808 Ralston Place Dr. in Tampa, Hillsborough County, Florida as she was a tenant in Apartment #102 on the property.

10. At the aforesaid time and place, as the Plaintiff was taking a shower and, when she stepped back in the tub, her foot went through the tub and she fell to the floor, causing serious and permanent physical injury to Plaintiff.

11. At the aforesaid time and place, the Defendant owned, used, possessed, and/or held a mortgage or other lien on the property where the Plaintiff was injured.

12. That at all times material hereto, Defendant, BEACH CLUB TAMPA LLC, acted by and through its employees, servants, and/or agents, who at all times material hereto, acted within the course and scope of their employment with Defendant.

13. Defendant, BEACH CLUB TAMPA LLC, had a duty to use reasonable care to maintain the premises in a reasonably safe condition.

14. Defendant, BEACH CLUB TAMPA LLC, had a duty to warn Plaintiff of concealed perils which are or should be known to Defendant and which were unknown to Plaintiff and could not be discovered by Plaintiff through the exercise of due care.

15. That at the aforesaid time and place, Defendant breached its duty of care by:

- a) failing to maintain the premises in a reasonably safe condition;
- b) failing to warn Plaintiff of a concealed peril that was known to Defendant and that was unknown to Plaintiff and could not have been discovered by Plaintiff through the exercise of due care; and
- c) failing to warn the Plaintiff of a concealed peril that should have been known to Defendant and was unknown to Plaintiff and could not have been discovered by Plaintiff through the exercise of due care.

16. At the aforesaid time and place, Defendant failed to maintain the premises in a reasonably safe condition by providing Plaintiff with a tub/shower that was rusted and unsafe and was unfit to be used as a tub/shower, Defendant knew that the tub/shower provided to Plaintiff was rusted and unsafe and failed to warn Plaintiff that the tub/shower was unfit to be used as a

tub/shower, and/or Defendant should have known that the tub/shower was rusted and unsafe and failed to warn Plaintiff that the tub/shower was unfit to be used as a tub/shower.

17. That as a direct and proximate result of the aforescribed careless, wrongful and negligent acts of the Defendant BEACH CLUB TAMPA LLC, Plaintiff SALENA CALHOUN suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment. The losses are either permanent or continuing, and Plaintiff will continue to suffer the losses in the future.

WHEREFORE, Plaintiff SALENA CALHOUN demands judgment for damages and costs in an amount exceeding Thirty Thousand Dollars (\$30,000.00), against Defendant, BEACH CLUB TAMPA LLC plus costs of the court and trial by jury.

COUNT TWO
NEGLIGENCE AGAINST DEFENDANT
KCB FLORIDA PROPERTY MANAGEMENT LLC

18. Plaintiff, SALENA CALHOUN is entitled to relief against Defendant KCB FLORIDA PROPERTY MANAGEMENT LLC based upon the following facts:

(a) Plaintiff realleges and reavers each and every allegation contained in paragraphs 1 through 7 above as though stated herein.

19. On or about June 7, 2020, Plaintiff SALENA CALHOUN was lawfully upon the Defendant's premises located at 6808 Ralston Place Dr. in Tampa, Hillsborough County, Florida as she was a tenant in Apartment #102 on the property.

20. At the aforesaid time and place, as the Plaintiff was taking a shower and, when she stepped back in the tub, her foot went through the tub and she fell to the floor, causing serious and permanent physical injury to Plaintiff.

21. At the aforesaid time and place, the Defendant owned, used, possessed, and/or held a mortgage or other lien on the property where the Plaintiff was injured.

22. That at all times material hereto, Defendant, KCB FLORIDA PROPERTY MANAGEMENT LLC, acted by and through its employees, servants, and/or agents, who at all times material hereto, acted within the course and scope of their employment with Defendant.

23. Defendant, KCB FLORIDA PROPERTY MANAGEMENT LLC, had a duty to use reasonable care to maintain the premises in a reasonably safe condition.

24. Defendant, KCB FLORIDA PROPERTY MANAGEMENT LLC, had a duty to warn Plaintiff of concealed perils which are or should be known to Defendant and which were unknown to Plaintiff and could not be discovered by Plaintiff through the exercise of due care.

25. That at the aforesaid time and place, Defendant breached its duty of care by:

- a) failing to maintain the premises in a reasonably safe condition;
- b) failing to warn Plaintiff of a concealed peril that was known to Defendant and that was unknown to Plaintiff and could not have been discovered by Plaintiff through the exercise of due care; and
- c) failing to warn the Plaintiff of a concealed peril that should have been known to Defendant and was unknown to Plaintiff and could not have been discovered by Plaintiff through the exercise of due care.

26. At the aforesaid time and place, Defendant failed to maintain the premises in a reasonably safe condition by providing Plaintiff with a tub/shower that was rusted and unsafe and was unfit to be used as a tub/shower, Defendant knew that the tub/shower provided to Plaintiff was rusted and unsafe and failed to warn Plaintiff that the tub/shower was unfit to be used as a tub/shower, and/or Defendant should have known that the tub/shower was rusted and unsafe and failed to warn Plaintiff that the tub/shower was unfit to be used as a tub/shower.

27. That as a direct and proximate result of the aforescribed careless, wrongful and negligent acts of the Defendant KCB FLORIDA PROPERTY MANAGEMENT LLC, Plaintiff SALENA CALHOUN suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment. The losses are either permanent or continuing, and Plaintiff will continue to suffer the losses in the future.

WHEREFORE, Plaintiff SALENA CALHOUN demands judgment for damages and costs in an amount exceeding Thirty Thousand Dollars (\$30,000.00), against Defendant, KCB FLORIDA PROPERTY MANAGEMENT LLC plus costs of the court and trial by jury.

COUNT THREE
NEGLIGENCE AGAINST DEFENDANT
LINCOLN PROPERTY COMPANY

28. Plaintiff, SALENA CALHOUN is entitled to relief against Defendant LINCOLN PROPERTY COMPANY based upon the following facts:

- (a) Plaintiff realleges and reavers each and every allegation contained in paragraphs 1 through 7 above as though stated herein.

29. On or about June 7, 2020, Plaintiff SALENA CALHOUN was lawfully upon the Defendant's premises located at 6808 Ralston Place Dr. in Tampa, Hillsborough County, Florida as she was a tenant in Apartment #102 on the property.

30. At the aforesaid time and place, as the Plaintiff was taking a shower and, when she stepped back in the tub, her foot went through the tub and she fell to the floor, causing serious and permanent physical injury to Plaintiff.

31. At the aforesaid time and place, the Defendant owned, used, possessed, and/or held a mortgage or other lien on the property where the Plaintiff was injured.

32. That at all times material hereto, Defendant, LINCOLN PROPERTY COMPANY, acted by and through its employees, servants, and/or agents, who at all times material hereto, acted within the course and scope of their employment with Defendant.

33. Defendant, LINCOLN PROPERTY COMPANY, had a duty to use reasonable care to maintain the premises in a reasonably safe condition.

34. Defendant, LINCOLN PROPERTY COMPANY, had a duty to warn Plaintiff of concealed perils which are or should be known to Defendant and which were unknown to Plaintiff and could not be discovered by Plaintiff through the exercise of due care.

35. That at the aforesaid time and place, Defendant breached its duty of care by:

- a) failing to maintain the premises in a reasonably safe condition;
- b) failing to warn Plaintiff of a concealed peril that was known to Defendant and that was unknown to Plaintiff and could not have been discovered by Plaintiff through the exercise of due care; and
- c) failing to warn the Plaintiff of a concealed peril that should have been known to Defendant and was unknown to Plaintiff and could not have been discovered by Plaintiff through the exercise of due care.

36. At the aforesaid time and place, Defendant failed to maintain the premises in a reasonably safe condition by providing Plaintiff with a tub/shower that was rusted and unsafe and was unfit to be used as a tub/shower, Defendant knew that the tub/shower provided to Plaintiff was rusted and unsafe and failed to warn Plaintiff that the tub/shower was unfit to be used as a tub/shower, and/or Defendant should have known that the tub/shower was rusted and unsafe and failed to warn Plaintiff that the tub/shower was unfit to be used as a tub/shower.

37. That as a direct and proximate result of the aforescribed careless, wrongful and negligent acts of the Defendant LINCOLN PROPERTY COMPANY, Plaintiff SALENA CALHOUN suffered bodily injury and resulting pain and suffering, disability, disfigurement,

mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment. The losses are either permanent or continuing, and Plaintiff will continue to suffer the losses in the future.

WHEREFORE, Plaintiff SALENA CALHOUN demands judgment for damages and costs in an amount exceeding Thirty Thousand Dollars (\$30,000.00), against Defendant, LINCOLN PROPERTY COMPANY plus costs of the court and trial by jury.

I HEREBY CERTIFY that a copy of the above and foregoing has been furnished, by regular U.S. mail delivery and/or electronic mail, this 28th day of May, 2021 to William Harwood, Great Prairie Risk, 111 Pfingsten Road, Suite 165, Deerfield, IL 60015, w.harwood@gprs-inc.com.



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