

Filing # 124672575 E-Filed 04/09/2021 04:04:04 PM

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.:

ELIZABETH FRIDMAN,

Plaintiff,

v.

SIMON PROPERTY GROUP, INC.,

Defendant.

COMPLAINT

1. This is an action for damages that exceeds fifteen-thousand dollars (\$15,000.00), exclusive of interest, costs, and attorney's fees.

2. At all times material to this action, Defendant, SIMON PROPERTY GROUP, INC., was and is a domestic corporation, duly authorized to conduct business in the State of Florida, with its principal place of business in Palm Beach County, Florida, was conducting business in Palm Beach County, Florida, and is otherwise *sui juris*.

3. At all times material to this action, Plaintiff, ELIZABETH FRIDMAN, was a resident of Palm Beach County, Florida, and is otherwise *sui juris*.

4. On or about September 20, 2020, Defendant, SIMON PROPERTY GROUP, INC., and/or its agents, owned, possessed, operated, controlled, and/or maintained the Town Center at Boca Raton premises located at 6000 Glades Rd, Boca Raton, FL 33431 (the “subject premises”).

5. On or about September 20, 2020, the Plaintiff was lawfully on the subject premises as an invitee, when, due to the negligence of the Defendant, Plaintiff slipped and/or tripped and fell at the subject premises when a stool that she was leaning on collapsed underneath her, and, as a result, sustained serious bodily injury and other damages as described herein.

6. For the foregoing reasons, jurisdiction and venue are proper in Palm Beach County Circuit Court.

COUNT I: NEGLIGENCE AGAINST SIMON PROPERTIES

7. Plaintiff reavers and realleges paragraphs 1 through 6 of this Complaint.

8. At all times material hereto, the Defendant owed the Plaintiff a duty to maintain its premises in a reasonably safe condition.

9. On or about September 20, 2020, the Defendant breached this duty by committing following acts and/or omissions:

- a. by creating a dangerous condition on the subject premises;
- b. by failing to correct a dangerous condition that the Defendant had actual or constructive knowledge of and should have taken action to remedy;

- c. by failing to correct a dangerous condition that occurred with regularity and was therefore foreseeable;
- d. by failing to warn the Plaintiff of a dangerous condition, which the Defendant had actual or constructive knowledge of;
- e. by failing to establish policies and procedures to protect invitees such as the Plaintiff from such hazards; and/or
- f. by failing to adequately train and/or supervise its employees and/or agents to identify and correct such hazards.

10. The Defendant knew or should have known that a dangerous and unsafe condition existed on its premises.

11. As a direct, proximate, and reasonably foreseeable result of the Defendant's negligence described above, the Plaintiff, ELIZABETH FRIDMAN, was injured in and about her body and extremities, suffered pain therefrom, and incurred medical expenses in the treatment of such injuries, with 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 in the past and future, loss of earnings in the past and future, loss of ability to earn money in the future, and aggravation of existing medical condition(s). The losses are either permanent or continuing in nature and the Plaintiff will continue to suffer such losses and impairments in the future.

COUNT II: VICARIOUS LIABILITY AGAINST SIMON PROPERTIES

12. Plaintiff reavers and realleges paragraphs 1 through 6 of this Complaint.

13. At all times material hereto, Defendant, SIMON PROPERTIES, owed Plaintiff a duty to maintain its premises in a reasonably safe condition so as to be safe and free from foreseeable risks of harm, to refrain from conduct that would injure the Plaintiff, and to warn the Plaintiff of any dangerous conditions on its premises. Defendant's duties are non-delegable.

14. Defendant, SIMON PROPERTIES, is viciously responsible for the negligent acts and omissions of its agents, servants, representatives, employees and/or contractors, given its non-delegable duties.

15. On or about September 20, 2020, Defendant's agents, servants, representatives, employees, and/or contractors breached their duty of care and were negligent by committing following acts and/or omissions:

- a. by creating a dangerous condition on the subject premises;
- b. by failing to correct a dangerous condition that the Defendant had actual or constructive knowledge of and should have taken action to remedy;
- c. by failing to correct a dangerous condition that occurred with regularity and was therefore foreseeable;
- d. by failing to warn the Plaintiff of a dangerous condition, which they had actual or constructive knowledge of;

- e. by failing to establish policies and procedures to protect invitees such as the Plaintiff from such hazards; and/or
- f. by failing to adequately train and/or supervise its employees and/or agents to identify and correct such hazards.

16. At all times material hereto the Defendant's agents, servants, representatives, employees and/or contractors knew or, in the exercise of reasonable care, should have known of the dangerous and hazardous condition on the premises and/or the condition had existed for a sufficient length of time such that Defendant's agents, servants, representatives, employees and/or contractors knew or should have known of the condition and could have easily remedied the condition.

17. As a direct, proximate, and reasonably foreseeable result of the negligence of Defendant's agents, servants, representatives, employees and/or contractors described above, the Plaintiff, ELIZABETH FRIDMAN, was injured in and about her body and extremities, suffered pain therefrom, and incurred medical expenses in the treatment of such injuries, with 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 in the past and future, loss of earnings in the past and future, loss of ability to earn money in the future, and aggravation of existing medical condition(s). The losses are either

permanent or continuing in nature and the Plaintiff will continue to suffer such losses and impairments in the future.

WHEREFORE, Plaintiff demands judgment for damages against Defendant, SIMON PROPERTY GROUP, INC., and any other said relief this Honorable Court deems just. The Plaintiff also demands a jury trial on all issues so triable.

Dated: April 9, 2021.

Respectfully submitted,

/s/ Donald Guerrazzi

Donald E. Guerrazzi, Esq.

Attorney for Plaintiff

Trujillo & Guerrazzi Law Group, PLLC

22887 Royal Crown Ter

Boca Raton, Florida 33433

Telephone: 561-990-8474

Fax: 305-440-4010

Email: service@thetglawgroup.com

NOT A CERTIFIED COPY