

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

CIVIL DIVISION

CASE NO.:

JAMES CERULLO, MD,

Plaintiff,

vs.

BETHESDA HOSPITAL, INC.,  
TBT PARTNERS, LLLP, and  
BAPTIST OUTPATIENT SERVICES, INC.,

Defendants.

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, JAMES CERULLO, MD (“DR. CERULLO”), by his undersigned attorneys, sues Defendants, BETHESDA HOSPITAL, INC. (“BETHESDA”), TBT PARTNERS, LLLP (“TBT”), and BAPTIST OUTPATIENT SERVICES, INC. (“BAPTIST”), and alleges:

General Allegations

1. This is an action for damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of costs and interest.
2. At all times material hereto, DR. CERULLO was a citizen of the State of Florida and a resident of Palm Beach County, Florida.
3. At all times material hereto, BETHESDA was a Florida corporation authorized to do business, and actively doing substantial business, in Palm Beach County, Florida.
4. At all times material hereto, TBT was a Florida limited partnership authorized to do business, and actively doing substantial business, in Palm Beach County, Florida.

5. At all times material hereto, BAPTIST was a Florida corporation authorized to do business, and actively doing substantial business, in Palm Beach County, Florida.

6. At all times material hereto, BETHESDA owned the subject premises located at 9868 South State Road 7 in unincorporated Palm Beach County, Florida ("the premises").

7. At all times material hereto, TBT leased all or part of the premises from BETHESDA.

8. At all times material hereto, the premises included an outpatient surgery center that was marketed under the name Baptist Health Surgery Center - Bethesda West ("the surgery center").

9. At all times material hereto, BAPTIST had agents or employees working at the surgery center, including agents or employees who performed cleaning functions inside the operating rooms after surgical procedures.

10. On or about December 23, 2022, DR. CERULLO was on the premises, at the surgery center, practicing his profession as an anesthesiologist.

11. On or about December 23, 2022, DR. CERULLO was a business invitee at the surgery center.

12. At that time and place, while walking in an area outside the operating rooms, DR. CERULLO slipped and fell on a wet, slippery, dangerous floor that had been mopped by an agent or employee of BAPTIST.

13. The wet, slippery, dangerous floor was in an area that DR. CERULLO did not reasonably expect to be wet, slippery, or dangerous.

14. There were no signs warning of the wet, slippery, dangerous floor and no warnings were otherwise provided to DR. CERULLO.

15. The floor's dangerous condition was created by an agent or employee of BAPTIST, and BAPTIST had actual knowledge of it.

16. Alternatively, the floor's dangerous condition existed for such a length of time that, in the exercise of ordinary care, Defendants should have known of the condition.

17. As a result of his slip and fall, DR. CERULLO suffered serious and permanent injuries, and he endured multiple surgical procedures.

#### **COUNT I – NEGLIGENCE: BETHESDA**

18. DR. CERULLO realleges herein the allegations of paragraphs 1 through 17.

19. At all times material hereto, including on or about December 23, 2022, BETHESDA owned, operated, maintained and controlled the premises, including the surgery center, and owed a non-delegable duty of care to business invitees and others lawfully on the premises.

20. BAPTIST's actual knowledge of the dangerous condition is imputed to BETHESDA, as BETHESDA owed a non-delegable duty of care to business invitees and others lawfully at the surgery center, including DR. CERULLO.

21. At all times material hereto, including on and about December 23, 2022, BETHESDA owed DR. CERULLO the non-delegable duty to:

- a. Maintain the premises in a reasonably safe condition;
- b. Take reasonable efforts to keep the floor surface in the surgery center free from transitory foreign objects or substances that might foreseeably give rise to loss, injury or damages;

- c. Provide business invitees with a floor surface that is not slippery and dangerous;
- d. Provide business invitees with an appropriate floor surface material that is not slippery and dangerous when wet;
- e. Exercise reasonable care in the inspection, maintenance, and cleaning of the surgery center;
- f. Correct dangerous conditions about which it either knew or should have known, by the use of reasonable care;
- g. Warn of dangerous conditions about which it had, or should have had, knowledge greater than DR. CERULLO; and
- h. Exercise reasonable care under all the facts and circumstances.

22. BETHESDA breached the non-delegable duty of care owed to DR. CERULLO by negligently failing to:

- a. Maintain the premises in a reasonably safe condition;
- b. Take reasonable efforts to keep the floor in the surgery center free from transitory foreign objects or substances that might foreseeably give rise to loss, injury or damages;
- c. Provide business invitees with a floor surface that is not slippery and dangerous;
- d. Provide business invitees with an appropriate floor surface material that is not slippery and dangerous when wet;
- e. Exercise reasonable care in the inspection, maintenance, and cleaning of the surgery center;

- f. Correct dangerous conditions about which it either knew or should have known, by the use of reasonable care;
- g. Warn of dangerous conditions about which it had, or should have had, knowledge greater than DR. CERULLO; and
- h. Exercise reasonable care under all the facts and circumstances.

23. As a direct and proximate result of BETHESDA's negligence, DR. CERULLO suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings in the past, loss of ability to earn money in the future, and aggravation or activation of a previously existing condition. The losses are either permanent or continuing in nature and Plaintiff will suffer the losses in the future. Plaintiff has sustained a permanent injury within a reasonable degree of medical probability.

WHEREFORE, Plaintiff, JAMES CERULLO, MD, demands judgment for damages against Defendant, BETHESDA HOSPITAL, INC., in an amount which is in excess of Fifty Thousand Dollars (\$50,000.00), interest and costs of this action. Plaintiff further demands trial by jury of all issues.

**COUNT II – NEGLIGENCE: TBT**

- 24. DR. CERULLO realleges herein the allegations of paragraphs 1 through 17.
- 25. At all times material hereto, including on or about December 23, 2022, TBT leased, operated, maintained and controlled the premises, including the surgery center, and owed a non-delegable duty of care to business invitees and others lawfully on the premises.

26. BAPTIST's actual knowledge of the dangerous condition is imputed to TBT, as TBT owed a non-delegable duty of care to business invitees and others lawfully at the surgery center, including DR. CERULLO.

27. At all times material hereto, including on and about December 23, 2022, TBT owed DR. CERULLO the non-delegable duty to:

- a. Maintain the premises in a reasonably safe condition;
- b. Take reasonable efforts to keep the floor in the surgery center free from transitory foreign objects or substances that might foreseeably give rise to loss, injury or damages;
- c. Provide business invitees with a floor surface that is not slippery and dangerous;
- d. Provide business invitees with an appropriate floor surface material that is not slippery and dangerous when wet;
- e. Exercise reasonable care in the inspection, maintenance, and cleaning of the surgery center;
- f. Correct dangerous conditions about which it either knew or should have known, by the use of reasonable care;
- g. Warn of dangerous conditions about which it had, or should have had, knowledge greater than DR. CERULLO; and
- h. Exercise reasonable care under all the facts and circumstances.

28. TBT breached the non-delegable duty of care owed to DR. CERULLO by negligently failing to:

- a. Maintain the premises in a reasonably safe condition;

- b. Take reasonable efforts to keep the floor in the surgery center free from transitory foreign objects or substances that might foreseeably give rise to loss, injury or damages;
- c. Provide business invitees with a floor surface that is not slippery and dangerous;
- d. Provide business invitees with an appropriate floor surface material that is not slippery and dangerous when wet;
- e. Exercise reasonable care in the inspection, maintenance, and cleaning of the surgery center;
- f. Correct dangerous conditions about which it either knew or should have known, by the use of reasonable care;
- g. Warn of dangerous conditions about which it had, or should have had, knowledge greater than DR. CERULLO; and
- h. Exercise reasonable care under all the facts and circumstances.

29. As a direct and proximate result of TBT's negligence, DR. CERULLO suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings in the past, loss of ability to earn money in the future, and aggravation or activation of a previously existing condition. The losses are either permanent or continuing in nature and Plaintiff will suffer the losses in the future. Plaintiff has sustained a permanent injury within a reasonable degree of medical probability.

WHEREFORE, Plaintiff, JAMES CERULLO, MD, demands judgment for damages against Defendant, TBT PARTNERS, LLLP, in an amount which is in excess of Fifty Thousand

Dollars (\$50,000.00), interest and costs of this action. Plaintiff further demands trial by jury of all issues.

**COUNT III – NEGLIGENCE: BAPTIST**

30. DR. CERULLO realleges herein the allegations of paragraphs 1 through 17.
31. At all times material hereto, including on or about December 23, 2022, BAPTIST performed certain operational and cleaning functions at the surgery center and thereby undertook a duty of care to business invitees and others lawfully at the surgery center to perform such functions with reasonable care.
32. At all times material hereto, including on and about December 23, 2022, BAPTIST owed DR. CERULLO the duty to:
  - a. Maintain the surgery center in a reasonably safe condition;
  - b. Take reasonable efforts to keep the premises free from transitory foreign objects or substances that might foreseeably give rise to loss, injury or damages;
  - c. Provide business invitees with a floor surface that is not slippery and dangerous;
  - d. Exercise reasonable care in the inspection, maintenance, and cleaning of the surgery center;
  - e. Correct dangerous conditions about which it either knew or should have known, by the use of reasonable care;
  - f. Warn of dangerous conditions about which it had, or should have had, knowledge greater than DR. CERULLO;

- g. Exercise reasonable care by not creating a dangerous fall hazard at the surgery center; and
- h. Exercise reasonable care under all the facts and circumstances.

33. BAPTIST breached the duty of care owed to DR. CERULLO by negligently failing to:

- a. Maintain the surgery center in a reasonably safe condition;
- b. Take reasonable efforts to keep the floor in the surgery center free from transitory foreign objects or substances that might foreseeably give rise to loss, injury or damages;
- c. Provide business invitees with a floor surface that is not slippery and dangerous;
- d. Exercise reasonable care in the inspection, maintenance, and cleaning of the surgery center;
- e. Correct dangerous conditions about which it either knew or should have known, by the use of reasonable care;
- f. Warn of dangerous conditions about which it had, or should have had, knowledge greater than DR. CERULLO;
- g. Exercise reasonable care by creating a dangerous fall hazard at the surgery center; and
- h. Exercise reasonable care under all the facts and circumstances.

34. As a direct and proximate result of BAPTIST's negligence, DR. CERULLO suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, expense of hospitalization, medical and

nursing care and treatment, loss of earnings in the past, loss of ability to earn money in the future, and aggravation or activation of a previously existing condition. The losses are either permanent or continuing in nature and Plaintiff will suffer the losses in the future. Plaintiff has sustained a permanent injury within a reasonable degree of medical probability.

WHEREFORE, Plaintiff, JAMES CERULLO, MD, demands judgment for damages against Defendant, BAPTIST OUTPATIENT SERVICES, INC., in an amount which is in excess of Fifty Thousand Dollars (\$50,000.00), interest and costs of this action. Plaintiff further demands trial by jury of all issues.

Dated on this 9<sup>th</sup> day of October 2024.

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