

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

Case No.:

GARY POLTORAK,

Plaintiff,

v.

BOCA WEST COUNTRY CLUB, INC.,

Defendant.

_____ /

COMPLAINT

COMES NOW the Plaintiff, GARY POLTORAK (hereinafter referred to as “Plaintiff”), by and through undersigned counsel, and sues the Defendant, BOCA WEST COUNTRY CLUB, INC. (hereinafter referred to as “Defendant”), and alleges as follows:

JURISDICTION, PARTIES & VENUE

1. This is an action for damages that exceeds Fifty Thousand Dollars (\$50,000.00), exclusive of interest and costs.
2. At all times material hereto, Plaintiff is and was a resident of Palm Beach County, Florida, and is otherwise sui juris.
3. At all times material hereto, Defendant is and was an active corporation in the State of Florida.
4. On or about March 7, 2025, Defendant owned, operated, maintained and/or managed a swimming pool and the surrounding area, including a ramp located within the Boca West Country Club with an address of 20583 Boca West Drive, Palm Beach County, Florida 33434 (hereinafter the “Pool Area”).
5. Venue is proper in Palm Beach County, Florida because the Pool Area is in this county and the events that resulted in Plaintiff’s injury that is the subject matter of this lawsuit occurred there.

GENERAL ALLEGATIONS

6. On or about March 7, 2025, Plaintiff was a tenant/business invitee, lawfully at the subject premises.
7. On the above date, Defendant had responsibility for the maintenance, safety and cleanliness of the Pool Area, including all passageways, walkways, ramps and other common areas intended for use by its tenants/business invitees.
8. On the above date, Plaintiff, while walking in the Pool Area, slipped and fell on a liquid and/or transitory liquid substance, thereby sustaining serious and permanent injuries.

COUNT I – NEGLIGENCE

Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through eight (8) above and further alleges:

9. Upon information and belief, Defendant was responsible for maintaining the Pool Area where Plaintiff fell on the above date.
10. At all material times hereto, Defendant owed its tenants/business invitees a duty to keep the Pool Area in a reasonably safe condition, and to use reasonable care and diligence to keep the Pool Area in a reasonably safe condition for its intended uses and free from all defects and conditions that would render them unsafe and dangerous or present an unreasonably risk of harm to tenants/business invitees, including Plaintiff.
11. Defendant also had the duty to use reasonable care in the maintenance, cleaning, and provision of maintenance and/or janitorial services within the pool area in a manner consistent with and in conformity with recognized standards of safety.
12. Additionally, Defendant had a duty to provide reasonable warnings to tenants/business invitees about dangerous and unsafe conditions existing within the Pool Area including where the Plaintiff slipped and fell.

13. On or about March 7, 2025, Defendant, its agents, servants or employees, breached its duties owed to Plaintiff in one or more of the following ways:

- a. By failing to maintain the Pool Area in a reasonably safe condition;
 - b. By failing to maintain the Pool Area to prevent the pooling of water;
 - c. By failing to remedy the Pool Area to prevent the pooling of water;
 - d. By failing to correct a dangerous condition that it knew or reasonably should have known existed;
 - e. By failing to have proper methods of inspecting, fixing, maintaining, and/or warning about dangerous conditions that it knew or should have known existed;
 - f. By failing to warn of the dangerous condition that existed at the time of Plaintiff's incident;
 - g. By failing to design and construct the Pool Area in such a way where water would not collect and/or pool;
 - h. By failing to enforce policies regarding preventing slip and fall incidents;
 - i. By failing to use reasonable care under the circumstances;
 - j. By creating a foreseeable zone of danger by failing to prevent the pooling and/or accumulation of water and/or liquid within the Pool Area;
 - k. By failing to have appropriate and reasonable warnings in place within the Pool Area;
- and
- l. By failing to use a material that was adequately slip resistant to in the Pool Area given it was reasonably foreseeable that water and/or liquid would accumulate.

14. Defendant's breach of the above duties was the direct and proximate cause of Plaintiff's injuries.

15. As a direct result of Defendant's negligence, Plaintiff suffered permanent losses, including but not limited to, bodily injury and resulting pain and suffering, disability or physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life in the past and future, expenses of hospitalization, medical and nursing care treatment, aggravation or acceleration of pre-existing injury, loss of earnings and/or loss of ability to earn money. These losses are either permanent or continuing in nature and Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, GARY POLTORAK, demands judgment against the Defendant, BOCA WEST COUNTRY CLUB, INC., for damages, costs, and any further equitable and/or legal relief as this Court may deem appropriate.

DEMAND FOR JURY TRIAL

Plaintiff, GARY POLTORAK, demands a trial by jury on all claims set forth herein.

Dated: 8/15/2025

Respectfully submitted,

Thomas D. Graham, Esq.

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