

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

RUJA COHEN,

CIVIL DIVISION

Plaintiff,

CASE NO:

vs.

**BOCA MEDICAL PLAZA, LLC, and
SIS PROPERTY MANAGEMENT,
LLC**

Defendant(s).

/

COMPLAINT

Plaintiff, , by and through the undersigned counsel, hereby sues Defendants, **BOCA MEDICAL PLAZA, LLC, and SIS PROPERTY MANAGEMENT, LLC**, and alleges as follows:

JURISDICTION AND VENUE

1. This is an action for damages that exceeds the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of costs, interest and attorneys' fees (The estimated value of Plaintiff's claim is in excess of the minimum jurisdictional threshold required by this Court). Accordingly, Plaintiff has entered "\$50,001" in the civil cover sheet for the "estimated amount of the claim" as required in the preamble to the civil cover sheet for *jurisdictional purposes only* (the Florida Supreme Court has ordered that the estimated "amount of claim" be set forth in the civil cover sheet for data collection and clerical purposes only). The actual value of Plaintiff's claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

2. Venue is proper in this Court as the incident giving rise to this action occurred in Palm Beach County, Florida, and the Defendant, **BOCA MEDICAL PLAZA, LLC**, a Foreign Limited Liability Company, at all times material hereto, conducted its business operations within Palm Beach County County, Florida.

3. Venue is proper in this Court as the incident giving rise to this action occurred in Palm Beach County, Florida, and the Defendant, **SIS PROPERTY MANAGEMENT, LLC**, a Foreign Limited Liability Company, at all times material hereto, conducted its business operations within Palm Beach County County, Florida.

PARTIES

4. Plaintiff, RUJA COHEN, is a natural person, and at all times material hereto, was *sui juris* and residing in Palm Beach County, Florida.

5. Defendant, **BOCA MEDICAL PLAZA, LLC**, at all material times hereto, was, and is, licensed to do business in the State of Florida.

6. Defendant, **SIS PROPERTY MANAGEMENT, LLC**, at all material times hereto, was, and is, licensed to do business in the State of Florida.

GENERAL ALLEGATIONS

7. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 6 as if fully set forth herein.

8. At all times material hereto, **BOCA MEDICAL PLAZA, LLC**, was the landowner, operator, and in possession, custody, and/or control of the commercial building remises located at or about 7700 Camio Real, Boca Raton, FL (Palm Beach County Parcel ID 00-42-47-28-00-000-1020, hereinafter “Premises”), open to business invitees, tenants, and guests, such as the Plaintiff.

9. At all times material hereto, **SIS PROPERTY MANAGEMENT, LLC**, was the property manager, operator, and in possession, custody, and/or control of the Premises, open to business invitees, tenants, and guests such as the Plaintiff.

10. At all times material hereto, **SIS PROPERTY MANAGEMENT, LLC**, was in a partnership and/or joint venture with **BOCA MEDICAL PLAZA, LLC** to control, manage, operate, and/or supervise the subject premises as the property manager.

11. At all times material hereto, **BOCA MEDICAL PLAZA, LLC**, was responsible and/or vicariously liable for **S.I.S. PROPERTY MANAGEMENT, LLC**'s actions and/or inactions affecting the inspection, maintenance, correction and/or warning of dangerous conditions at the premsis.

12. Defendants, **BOCA MEDICAL PLAZA, LLC**, and **SIS PROPERTY MANAGEMENT, LLC**, at all times material hereto, owed Plaintiff a non-delegable duty to maintain the Premises in a reasonably safe condition.

13. On or about December 12, 2023, Plaintiff lawfully entered the Premises as a business invitee. While exiting the building to return to her car, she unexpectedly encountered a dangerous and unmarked hole in the outdoor tile, causing her to trip and fall with substantial force. The hole created an unreasonably hazardous elevation change that was concealed, abrupt, uneven, non-code compliant, and wholly unprotected, and no warnings or delineations were provided to alert Plaintiff to the danger.

14. At all times material hereto, Defendants had actual control, exercised control, had the right to control, had superseding control, direct control, express control, and/or apparent control over the premises where Plaintiff tripped.

15. At all times material hereto, Defendants' conduct created and/or allowed a foreseeable zone of risk posing a general threat of harm towards business invitees and/or guests on the Premises.

16. As a business invitee on the Premises during regular business hours, Plaintiff was a person placed in the foreseeable zone of risk. McCain v. Fla. Power Corp., 593 So. 2d 500, 503 (Fla. 1992) (stating where a defendant's conduct creates a foreseeable zone of risk, the law generally will recognize a duty placed upon defendant either to lessen the risk or see that sufficient precautions are taken to protect others from the harm that the risk poses).

17. At all times material hereto, Defendants had actual and/or constructive knowledge of the dangerous condition and tripping hazard that directly and in natural and continuous sequence produced or contributed substantially to producing Plaintiff's losses, injuries, and damages, since the Defendants knew of and/or created the dangerous condition and tripping hazard.

18. At all times material hereto, Defendants knew or should have known that their Premises violated applicable statutes, ordinances, codes, standards, rules, acts, and/or regulations.

19. Defendants' negligence was the legal cause of the Plaintiff's loss, injury, and harm.

DEFENDANTS' DUTIES

Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 19 as if fully set forth herein.

20. At all times material hereto, **SIS PROPERTY MANAGEMENT, LLC** was **BOCA MEDICAL PLAZA, LLC**'s property manager for the Premises at 7700 Camino Real, Boca Raton, FL and as such **SIS PROPERTY MANAGEMENT, LLC** had the duty and authority to control and exercised actual control over the day-to-day operations of the Premises, including inspection, maintenance, correction, and warning of dangerous conditions, with reasonable care,

which is the degree of care that a reasonably careful property manager should use under like circumstances.

21. At all times material hereto, Defendant owed business invitees in the foreseeable zone of risk, including Plaintiff, a duty to act with reasonable care to take any and all measures to lessen the risk and/or to act with reasonable care to see that sufficient precautions were/are taken to protect others from the harm that risk posed. McCain at 503.

22. At all times material hereto, by virtue of their control, custody, management, occupancy, operation, ownership, possession, and/or supervision of the Premises, Defendants owed Plaintiff a non-delegable duty to exercise reasonable care for her safety. *See* Goldin v. Likind, 49 So. 2d 539 (Fla. 1950); Fla. Std. Civil Jury Inst. 401.13 (a).

23. At all times material hereto, Defendants owed Plaintiff a duty to not create and/or allow the creation of dangerous conditions and tripping hazards at the Premises.

24. At all times material hereto, Defendants owed Plaintiff a common-law duty of care.

25. At all times material hereto, Defendants owed Plaintiff a duty to correct dangerous conditions at the Premises about which Defendants either knew or should have known by the use of reasonable care. *Id.*

26. At all times material hereto, Defendants had a duty to comply with all statutes, ordinances, codes, standards, rules, acts, and regulations applicable to their Premises

COUNT I
CLAIM FOR PREMISES LIABILITY AGAINST DEFENDANT,
BOCA MEDICAL PLAZA, LLC,

27. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 26 as if fully set forth herein.

28. At said time and place, Defendant, **BOCA MEDICAL PLAZA, LLC**, owed non-delegable duties to Plaintiff to keep and maintain the Premises in a reasonably safe condition.

29. Notwithstanding the aforesaid duties owed to Plaintiff, Defendant, **BOCA MEDICAL PLAZA, LLC**, breached its duties by reason of the following separate and cumulative acts and omissions:

- a. Negligently failing to maintain or adequately maintain the walkways of the Premises, thus creating a hazard to and unreasonably dangerous condition for members of the public utilizing said Premises, including Plaintiff;
- b. Negligently creating a trip hazard to members of the public utilizing said Premises, including Plaintiff, thus creating an unreasonably dangerous condition for Plaintiff;
- c. Negligently failing to inspect or adequately inspect the walkways of the Premises, as specified above, to ascertain whether the walkways, which were poorly constructed and/or maintained, constituted a hazard to individuals and invitees utilizing said area, including Plaintiff, thus creating an unreasonably dangerous condition for Plaintiff;
- d. Negligently failing to warn or adequately warn Plaintiff of the danger of the Premises walkways when Defendant knew or through the exercise of reasonable care should have known that said Premises walkways were unreasonably dangerous and that Plaintiff was unaware of same; and
- e. Negligently failing to correct and/or adequately correct the unreasonably dangerous condition when said condition was either known to Defendant or had existed for a sufficient length of time such that Defendant should have known of same had Defendant exercised reasonable care.

30. As a direct and proximate result of the breach of the aforesaid duties and negligence by Defendant, BOCA MEDICAL PLAZA, LLC, Plaintiff, who was lawfully on said Premises as a business invitee and/or guest, fell and sustained serious bodily injuries when, suddenly and without

warning, unexpectedly tripped and fell over the unprotected hole in the outdoor tile as she exited the medical building toward her car.

31. As a direct and proximate result of the breach of the aforesaid duties and negligence by Defendant, BOCA MEDICAL PLAZA, LLC, Plaintiff, who was lawfully on said Premises as a business invitee and/or guest, suffered serious bodily injury and resulting pain and suffering, disability, scarring, disfigurement, mental anguish, loss of capacity for the enjoyment of life, and expenses of hospitalization, medical, nursing and other health care treatment, and aggravation of a previously existing condition. These injuries are either permanent or continuing, and Plaintiff will suffer these losses and impairment in the future.

32. Wherefore, Plaintiff, RUJA COHEN, sues and demands judgment for damages against Defendant, BOCA MEDICAL PLAZA, LLC, costs of this action, trial by jury of all issues so triable, and for such other relief as the Court may deem just and proper.

COUNT II
CLAIM FOR NEGLIGENCE AGAINST DEFENDANT, SIS PROPERTY
MANAGEMENT, LLC

33. Plaintiff realleges and incorporates by reference the allegations set forth in paragraphs 1 through 26 as if fully set forth herein.

34. Defendant, **SIS PROPERTY MANAGEMENT, LLC**, was, at all times material hereto, was BOCA MEDICAL PLAZA, LLC's property manager for the Premises at 7700 Camio Real, Boca Raton, FL, and as such **SIS PROPERTY MANAGEMENT, LLC** had the duty and authority to control and exercised actual control over the day-to-day operations of the Premises, including the inspection, maintenance, correction and warning of dangerous conditions, with reasonable care, which is the degree of care that a reasonably careful property manager should use under like circumstances.

35. At all times material hereto, by virtue of their control, custody, management, occupancy, operation, ownership, possession, and/or supervision of the Premises, Defendant, **SIS PROPERTY MANAGEMENT, LLC**, owed Plaintiff a non-delegable duty to exercise reasonable care for her safety. *See Goldin v. Likind*, 49 So. 2d 539 (Fla. 1950); Fla. Std. Civil Jury Inst. 401.13 (a).

36. Notwithstanding the aforesaid duties owed to Plaintiff, Defendant, **SIS PROPERTY MANAGEMENT, LLC**, breached his duties to Plaintiff by reason of the following separate and cumulative acts and omissions:

- a. Negligently failing to maintain or adequately maintain the walkways of the Premises, thus creating a hazard to and unreasonably dangerous condition for members of the public utilizing said Premises, including Plaintiff;
- b. Negligently creating a slip hazard to members of the public utilizing said Premises, including Plaintiff, thus creating an unreasonably dangerous condition for Plaintiff;
- c. Negligently failing to inspect or adequately inspect the walkways of the Premises, as specified above, to ascertain whether the walkways, which were poorly constructed and/or maintained, constituted a hazard to individuals and invitees utilizing said area, including Plaintiff, thus creating an unreasonably dangerous condition for Plaintiff;
- d. Negligently failing to warn or adequately warn Plaintiff of the danger of the Premises walkways when Defendant knew or through the exercise of reasonable care should have known that said Premises walkways were unreasonably dangerous and that Plaintiff was unaware of same; and
- e. Negligently failing to correct and/or adequately correct the unreasonably dangerous condition when said condition was either known to Defendant or had existed

for a sufficient length of time such that Defendant should have known of same had Defendant exercised reasonable care.

37. As a direct and proximate result of the breach of the aforesaid duties and negligence by Defendant, **SIS PROPERTY MANAGEMENT, LLC**, Plaintiff, who was lawfully on said Premises as a business invitee and/or guest, fell and sustained serious bodily injuries when, suddenly and without warning, unexpectedly tripped and fell over the unprotected hole in the outdoor tile as she exited the medical building toward her car.

38. As a direct and proximate result of the breach of the aforesaid duties and negligence by Defendant, **SIS PROPERTY MANAGEMENT, LLC**, Plaintiff, who was lawfully on said Premises as a business invitee and/or guest, suffered serious bodily injury and resulting pain and suffering, disability, scarring, disfigurement, mental anguish, loss of capacity for the enjoyment of life, and expenses of hospitalization, medical, nursing and other health care treatment, and aggravation of a previously existing condition. These injuries are either permanent or continuing, and Plaintiff will suffer these losses and impairment in the future.

39. Wherefore, Plaintiff, RUJA COHEN, sues and demands judgment for damages against Defendant, **SIS PROPERTY MANAGEMENT, LLC**, costs of this action, trial by jury of all issues so triable, and for such other relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED this 10th day of December, 2025.

/s/ Arye P. Corbett
MORGAN & MORGAN
8151 Peters Road, Suite 4000
Plantation, FL 33324
FL Bar #: 830941
T: (754) 285-3199
Fax: (754) 285-3234
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Cohen
Complaint

Primary: arye.corbett@forthepeople.com
Attorney for Plaintiff

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