

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

CASE NO.:

RITA LIBMAN,
Plaintiff,

vs.

KINGS POINT RECREATION CORP., INC.,
KINGS POINT SIGNATURE REAL ESTATE,
LLC and VESTA PROPERTY SERVICES, INC.
Defendants.

COMPLAINT

Plaintiff, RITA LIBMAN, sues Defendants, KINGS POINT RECREATION CORPORATION, INC., KINGS POINT SIGNATURE REAL ESTATE, LLC, and VESTA PROPERTY SERVICES, INC., and alleges:

1. This is an action for damages that exceeds the minimum jurisdictional limits of this court.
2. All acts complained of occurred in Palm Beach County, Florida and Palm Beach County is the proper venue for this action.
3. All conditions precedent to bringing this action have occurred or been waived.
4. On September 17, 2024, Defendant KINGS POINT RECREATION CORPORATION, INC., owned, operated and/or maintained real property located at 7000 W. Atlantic Avenue, Delray Beach, FL 33446, in Palm Beach County, Florida, that was used as clubhouse.

5. On September 17, 2024, Defendant KINGS POINT SIGNATURE REAL ESTATE, LLC., owned, operated and/or maintained real property located at 7000 W. Atlantic Avenue, Delray Beach, FL 33446, in Palm Beach County, Florida, that was used as clubhouse.

6. On September 17, 2024, Defendant VESTA PROPERTY SERVICES, INC., owned, operated and/or maintained real property located at 7000 W. Atlantic Avenue, Delray Beach, FL 33446, in Palm Beach County, Florida, that was used as clubhouse.

7. At that time and place plaintiff went on the property as an invitee.

8. At all material times, Defendant KINGS POINT RECREATION CORPORATION, INC., through its agents, employees, servants and/or contractors, did so recklessly and negligently maintain, operate and/or control its premises causing the Plaintiff, RITA LIBMAN's, fall and injuries and knew, or with the exercise of reasonable care, should have known, that its premises parking lot presented a dangerous condition, unsafe for pedestrian use by its invitees, including the area in its parking lot where Plaintiff fell, posing a dangerous condition for its invitees in general and Plaintiff, RITA LIBMAN, in particular.

9. KINGS POINT RECREATION CORPORATION, INC. had a non-delegable duty, through its employees, agents, servants and/or contractors, to maintain its premises (including its parking lot) and use reasonable care for the safety of its invitees, including the Plaintiff, RITA LIBMAN.

10. KINGS POINT RECREATION CORPORATION, INC. negligently maintained the parking lot on the subject property by allowing a dangerous condition to exist, to wit: uneven walking surfaces which caused Plaintiff to trip and fall on the property.

11. KINGS POINT RECREATION CORPORATION, INC., failed to warn Plaintiff of this unreasonably dangerous condition.

12. The negligent condition was known to KINGS POINT RECREATION CORPORATION, INC. or had existed for a sufficient length of time so that KINGS POINT RECREATION CORPORATION, INC. should have known of it and failed to rectify the dangerous condition.

13. At all material times, Defendant KINGS POINT SIGNATURE REAL ESTATE, LLC, through its agents, employees, servants and/or contractors, did so recklessly and negligently maintain, operate and/or control its premises causing the Plaintiff, RITA LIBMAN's, fall and injuries and knew, or with the exercise of reasonable care, should have known, that its premises parking lot presented a dangerous condition, unsafe for pedestrian use by its invitees, including the area where Plaintiff fell, posing a dangerous condition for its customers in general and Plaintiff, RITA LIBMAN, in particular.

14. KINGS POINT SIGNATURE REAL ESTATE, LLC had a non-delegable duty, through its employees, agents, servants and/or contractors, to maintain its premises (including its parking lot) and use reasonable care for the safety of its invitees, including the Plaintiff, RITA LIBMAN.

15. KINGS POINT SIGNATURE REAL ESTATE, LLC negligently maintained the parking lot on the subject property by allowing a dangerous condition to exist, to wit: uneven walking surfaces which caused Plaintiff to trip and fall on the property.

16. KINGS POINT SIGNATURE REAL ESTATE, LLC failed to warn Plaintiff of this unreasonably dangerous condition.

17. The negligent condition was known to KINGS POINT SIGNATURE REAL ESTATE, LLC or had existed for a sufficient length of time so that KINGS POINT SIGNATURE REAL ESTATE, LLC should have known of it and failed to rectify the dangerous condition.

18. At all material times, Defendant VESTA PROPERTY SERVICES, INC., through its agents, employees, servants and/or contractors, did so recklessly and negligently maintain, operate

and/or control its premises causing the Plaintiff, RITA LIBMAN's, fall and injuries and knew, or with the exercise of reasonable care, should have known, that its premises parking lot presented a dangerous condition, unsafe for pedestrian use by its invitees, including the parking lot where Plaintiff fell, posing a dangerous condition for its invitees in general and Plaintiff, RITA LIBMAN, in particular.

19. VESTA PROPERTY SERVICES, INC. had a non-delegable duty, through its employees, agents, servants and/or contractors, to maintain its premises (including its parking lot) and use reasonable care for the safety of its invitees, including the Plaintiff, RITA LIBMAN.

20. VESTA PROPERTY SERVICES, INC. negligently maintained the parking lot on the subject property by allowing a dangerous condition to exist, to wit: uneven walking surfaces which caused Plaintiff to slip and fall on the property.

21. VESTA PROPERTY SERVICES, INC. failed to warn Plaintiff of this unreasonably dangerous condition.

22. The negligent condition was known to VESTA PROPERTY SERVICES, INC. or had existed for a sufficient length of time so that VESTA PROPERTY SERVICES, INC. should have known of it and failed to rectify the dangerous condition.

COUNT I – NEGLIGENCE AGAINST KINGS POINT RECREATION CORP. INC.

Plaintiff hereby realleges and restates paragraphs 1-22 and incorporates them herein.

23. Defendant, KINGS POINT RECREATION CORPORATION, INC, owed a non-delegable duty to all business invitees and the general public to not expose these individuals to dangerous conditions on their property, including ensuring that they hired competent vendors to perform work on their property in a reasonably safe manner, including the maintenance of their parking lot.

24. Defendant, KINGS POINT RECREATION CORPORATION, INC, breached that duty when they allowed a dangerous condition in the parking lot to exist that exposed people to an unnecessary trip and fall hazard.

25. Furthermore, Defendant KINGS POINT RECREATION CORPORATION, INC. failed to warn Plaintiff of this specific unreasonably dangerous condition that they created and/or allowed to exist.

26. As a result of Defendant KINGS POINT RECREATION CORPORATION, INC.'s negligence, Plaintiff, RITA LIBMAN, 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, loss of earnings, loss of ability to earn money, and activation and/or aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE Plaintiff, RITA LIBMAN, demands judgment against Defendant, KINGS POINT RECREATION CORPORATION, INC., for damages, interest, costs and for such further relief as this court deems appropriate under the circumstances and further demand a trial by jury on all issues so triable as a matter of right.

COUNT II – NEGLIGENCE AGAINST KINGS POINT SIGNATURE

REAL ESTATE, LLC

Plaintiff hereby realleges and restates paragraphs 1-22 and incorporates them herein

27. Defendant KINGS POINT SIGNATURE REAL ESTATE, LLC owed a non-delegable duty to all business invitees and the general public to not expose these individuals to dangerous conditions on their property, including ensuring that they hired competent vendors to perform work on their property in a reasonably safe manner.

28. Defendant KINGS POINT SIGNATURE REAL ESTATE, LLC breached that duty when they allowed a vendor they hired to perform their maintenance work in a reasonably safe manner by leaving a dangerous condition in the parking lot to exist that exposed people to an unnecessary trip and fall hazard.

29. Furthermore, Defendant KINGS POINT SIGNATURE REAL ESTATE, LLC failed to warn Plaintiff of this specific unreasonably dangerous condition.

30. As a result of Defendant KINGS POINT SIGNATURE REAL ESTATE, LLC's negligence, Plaintiff, RITA LIBMAN, 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, loss of earnings, loss of ability to earn money and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE Plaintiff, RITA LIBMAN, demands judgment against Defendant, KINGS POINT SIGNATURE REAL ESTATE, LLC, for damages, interest, costs and for such further relief as this court deems appropriate under the circumstances and further demand a trial by jury on all issues so triable as a matter of right.

COUNT III – NEGLIGENCE AGAINST VESTA PROPERTY SERVICES, INC.

Plaintiff hereby realleges and restates paragraphs 1-22 and incorporates them herein

31. Defendant VESTA PROPERTY SERVICES, INC. owed a non-delegable duty to all business invitees and the general public to not expose these individuals to dangerous conditions on their property, including ensuring that they maintained the property in a reasonably safe manner.

32. Defendant VESTA PROPERTY SERVICES, INC. breached that duty when they allowed a dangerous condition on the parking lot that exposed people to an unnecessary trip and fall hazard.

33. Furthermore, Defendant VESTA PROPERTY SERVICES, INC. failed to warn Plaintiff of this specific unreasonably dangerous condition.

34. As a result of Defendant VESTA PROPERTY SERVICES, INC.'s negligence, Plaintiff, RITA LIBMAN, 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, loss of earnings, loss of ability to earn money and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE Plaintiff, RITA LIBMAN, demands judgment against Defendant, VESTA PROPERTY SERVICES, INC., for damages, interest, costs and for such further relief as this court deems appropriate under the circumstances and further demand a trial by jury on all issues so triable as a matter of right.

Signed and dated this 9th day of January, 2026.

KOGAN AND DiSALVO, P.A.
3615 West Boynton Beach Blvd.
Boynton Beach, FL 33436
Phone: (561) 375-9500
Fax: (561) 374-7898

By: /s/ Brian Andino
BRIAN M. ANDINO, ESQ.
Florida Bar No.: 119847
Email: bmandino@koganinjurylaw.com
Email: eservice@koganinjurylaw.com