

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

PAMELA SACKS,

Plaintiff,

CASE NO.

v.

BROKEN SOUND CLUB, INC.;  
AAP RESTAURANT LLC d/b/a  
BAGEL TWINS;  
AAP RESTAURANT LLC;  
DDS RESTAURANT  
CORPORATION,  
INCORPORATED;  
DDS RESTAURANT  
CORPORATION,  
INCORPORATED d/b/a  
BAGEL TWINS;

Defendants.

COMPLAINT

COMES NOW the Plaintiff, Pamela Sacks, by and through her undersigned counsel, and sues the Defendant, **BROKEN SOUND CLUB, INC.; AAP RESTAURANT LLC D/B/A BAGEL TWINS; AAP RESTAURANT LLC; DDS RESTAURANT CORPORATION, INCORPORATED; DDS RESTAURANT CORPORATION, INCORPORATED d/b/a BAGEL TWINS;** and alleges as follows:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of interest and costs.
2. At all times hereinafter mentioned and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was a resident of Palm Beach County, Florida.

3. That at all times hereinafter mentioned and at the time of the incident complained of, the Defendant, BROKEN SOUND CLUB, INC., was a Florida not for profit corporation, with an office for the transaction of its customary business in Palm Beach County, Florida, had agents and other representatives in Palm Beach County, Florida, and was actually doing business in Palm Beach County, Florida and had its principle place of business in Palm Beach County, Florida.

4. That at all times hereinafter mentioned and at the time of the incident complained of, the Defendant, BROKEN SOUND CLUB, INC., owned, supervised, controlled, leased and/or maintained, the property located at or near 2401 Willow Springs Drive, Boca Raton, FL 33496.

5. That at all times hereinafter mentioned and at the time of the incident complained of, the Defendant, AAP RESTAURANT LLC D/B/A BAGEL TWINS, was a Florida not for profit corporation, with an office for the transaction of its customary business in Palm Beach County, Florida, had agents and other representatives in Palm Beach County, Florida, and was actually doing business in Palm Beach County, Florida and had its principle place of business in Palm Beach County, Florida.

6. That at all times hereinafter mentioned and at the time of the incident complained of, the Defendant, AAP RESTAURANT LLC D/B/A BAGEL TWINS D/B/A BAGEL TWINS, was a Florida not for profit corporation, with an office for the transaction of its customary business in Palm Beach County, Florida, had agents and other representatives in Palm Beach County, Florida, and was actually doing business in Palm Beach County, Florida and had its principle place of business in Palm Beach County, Florida.

7. That at all times hereinafter mentioned and at the time of the incident complained of, the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED, was a Florida not for profit corporation, with an office for the transaction of its customary business in Palm Beach County, Florida, had agents and other representatives in Palm Beach County, Florida, and was actually doing business in Palm Beach County, Florida and had its principle place of business in Palm Beach County, Florida.

8. That at all times hereinafter mentioned and at the time of the incident complained of, the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS, was a Florida not for profit corporation, with an office for the transaction of its customary business in Palm Beach County, Florida, had agents and other representatives in Palm Beach County, Florida, and was actually doing business in Palm Beach County, Florida and had its

principle place of business in Palm Beach County, Florida.

9. On January 22, 2024, Plaintiff, PAMELA SACKS, was lawfully on the aforesaid premises located at or near 2401 Willow Springs Drive, Boca Raton, FL 33496, when she was seriously and permanently injured as a result of the Defendant's negligence as set forth below.

10. The incident complained of occurred in Palm Beach County, Florida.

11. Venue is proper in Palm Beach County, Florida.

12. That all conditions precedent to the bringing of this action have been complied with or are waived.

**COUNT I**  
**As and for a Cause of Action Defendant,**  
**BROKEN SOUND CLUB, INC.**

The Plaintiff here with reavers, alleges and adopts each allegation contained in paragraphs 1 through 18 above and by reference thereto incorporate them herein, and further state:

13. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was present on the property located at 2401 Willow Springs Drive, Boca Raton, FL 33496 which was owned, leased and/or controlled by the Defendant, BROKEN SOUND CLUB, INC., and while exercising due care and caution for her safety, was injured by a defective, dangerous condition on the property; to wit: a hard object in a bagel received by the Plaintiff from the Defendant on the Defendant's property.

14. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was lawfully on the aforesaid premises.

15. At the aforementioned time and place the circumstances as described were such that the Defendant had a duty to use reasonable care for the Plaintiff, PAMELA SACKS's, safety.

16. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, BROKEN SOUND CLUB, INC., by and through its agents and employees, by permitting the aforesaid defective, dangerous subject bagel to exist on said property, negligently failed to maintain the property in a reasonably safe condition, and negligently failed to correct or warn of the dangerous condition when the Defendant either knew or should have known of the danger due to the passage of time, through reasonable inspections or the occurrence of prior similar incidents.

17. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, BROKEN SOUND CLUB, INC., was negligent in failing to establish a procedure for the regular inspection of subject bagels given to invitees or alternatively failed to follow its own established procedures for the inspection of subject bagels, and the Defendant, BROKEN SOUND CLUB, INC., negligently created the aforesaid defective, dangerous subject bagel which was a hazard and a trap for the Plaintiff.

18. As a direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, was seriously and severely injured in and about her head, neck, back, body and limbs, and was thereby rendered sick, sore, lame and otherwise disabled, or, in the alternative, the injuries aforesaid thereby cause or contributed to cause an aggravation of a previous existing defect or deformity; and as a direct result thereof, the Plaintiff, PAMELA SACKS, has in the past and will in the future suffer great pain and anguish of body and mind, loss of the capacity for the enjoyment of life and the injuries so complained of by her are permanent or continuing in nature and the Plaintiff will suffer the loss into the future.

19. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past undergone, and will in the future undergo, painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries as aforesaid.

20. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past sustained and will in the future sustain loss of earnings and earning capacity.

WHEREFORE, the Plaintiff, PAMELA SACKS, demands judgment against the Defendant, BROKEN SOUND CLUB, INC., for damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of interest and costs, which she prays for in addition thereto.

**COUNT II  
STRICT LIABILITY  
BROKEN SOUND CLUB, INC.**

21. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

22. BROKEN SOUND CLUB, INC. is in the business of advertising, promoting, or selling subject bagels.

23. BROKEN SOUND CLUB, INC. placed the subject bagel in the market with the knowledge that it would be used without inspection for defects or unknown dangers. BROKEN SOUND CLUB, INC. knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons.

24. The subject bagel was defective and unreasonably dangerous to consumers or other individuals, including PAMELA SACKS, when distributed by BROKEN SOUND CLUB, INC. The subject bagel was advertised, promoted, or sold in an unsafe, unreasonably dangerous and defective condition in the following ways:

a. The subject bagel contained a hard object

25. On the date of the incident in question, the subject bagel was substantially unchanged from its condition as set forth above when distributed by BROKEN SOUND CLUB, INC.

26. BROKEN SOUND CLUB, INC. knew or should have known of the unreasonably dangerous condition that its subject bagel created when used by consumers or other individuals, including PAMELA SACKS.

27. The dangerous and defective nature of the subject bagel would not be obvious to a lay person who did not have actual and/or special knowledge of the risks created by the use and potential for danger of the subject bagel during regular and anticipated use.

28. BROKEN SOUND CLUB, INC. failed to disclose the existence of such hazardous condition, namely the defective and unreasonably dangerous condition of the subject bagel, which it knew or should have known of before the subject incident.

29. For the reasons set above, the subject bagel was defective and unreasonably dangerous to users and other individuals, including PAMELA SACKS, who utilized it in an ordinary and foreseeable manner.

30. The defects and unreasonably dangerous conditions described above and BROKEN SOUND CLUB, INC.'s failure to disclose the existence of such hazardous conditions, directly and proximately caused the severe injuries of PAMELA SACKS in that they directly and in natural and continuous sequence produced or contributed substantially to her injuries.

31. As a direct and proximate result of BROKEN SOUND CLUB, INC.'s actions and/or inactions, PAMELA SACKS suffered and will continue to suffer painful bodily injuries,

and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against BROKEN SOUND CLUB, INC. for damages, costs, interest, and other such relief this Court deems just.

**COUNT III  
NEGLIGENCE**

**BROKEN SOUND CLUB, INC.**

32. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

33. BROKEN SOUND CLUB, INC. advertised, promoted, or sold the Subject bagel received by PAMELA SACKS.

34. BROKEN SOUND CLUB, INC. knew or, in the exercise of due care, should have known that the Subject bagel would be used without inspection in an unreasonably dangerous condition and would create a foreseeable and unreasonable zone of risk of harm to users, including PAMELA SACKS. BROKEN SOUND CLUB, INC. was under a duty to properly and adequately inspect, provide adequate warnings for, package, and distribute the subject bagel in a reasonably safe condition, so as not to present a danger to members of the general public who reasonably and expectedly under ordinary circumstances would eat the subject bagel, including PAMELA SACKS.

35. BROKEN SOUND CLUB, INC. breached the above duties and obligations.

36. BROKEN SOUND CLUB, INC. placed the subject bagel on the market with knowledge that it would be used without inspection for defects or unknown dangers.

37. BROKEN SOUND CLUB, INC. knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons. The subject bagel was defective and unreasonably dangerous to consumers, including

PAMELA SACKS, when placed into the stream of commerce by BROKEN SOUND CLUB, INC.

38. BROKEN SOUND CLUB, INC. breached its duty of reasonable care owed to Plaintiffs in one or more of the following ways:

- a. Negligently advertising, promoting, or selling the Subject bagel in such a condition that it would fail to be safe as a reasonable consumer would expect;
- b. Failing to ensure that the subject bagel was advertised, promoted, or sold with sufficient quality for use;
- c. Failing to ensure the subject bagel was advertised, promoted, or sold without an internal defect.
- d. Failing to warn customers of the dangers associated with the subject bagel.

39. The negligence described in Paragraph 34 and its subparts above directly and proximately caused the incident, and damages sustained by Plaintiffs in that it directly and in natural and continuous sequence produced or contributed substantially to PAMELA SACKS's injuries.

40. As a direct and proximate result of BROKEN SOUND CLUB, INC.'s actions and/or inactions, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against BROKEN SOUND CLUB, INC. for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT IV**

#### **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

#### **BROKEN SOUND CLUB, INC.**

41. The allegations set forth in paragraphs 1-8 of the Complaint are incorporated herein by reference.

42. The Subject bagel was not reasonably fit for its intended use.

43. Furthermore, it is reasonably foreseeable that a consumer like Pamela Sacks, would receive a subject bagel to be used by a user like PAMELA SACKS, who would use the subject bagel and the subject bagel was not reasonably fit for this purpose. Specifically, the subject bagel suffered from an internal defect.

44. For the reasons set forth above, the subject bagel was not fit for intended or reasonably foreseeable uses and Defendant BROKEN SOUND CLUB, INC. breached the implied warranty of merchantability to consumers including Plaintiffs, who used the Subject bagel in an ordinary and foreseeable manner.

45. The breaches described above directly and proximately caused the incident-giving rise to this Complaint, in that they directly and in natural and continuous sequence, produced or contributed substantially to Pamela Sacks's injuries.

46. As a direct and proximate result of Defendant BROKEN SOUND CLUB, INC.'s breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which he may incur in the future as a result of the incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant BROKEN SOUND CLUB, INC.'s actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against BROKEN SOUND CLUB, INC. for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT V**

#### **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE BROKEN SOUND CLUB, INC.**

47. The allegations set forth in paragraph 1-8 of this Complaint are incorporated herein by reference.

48. The subject bagel was not reasonably fit for its intended purpose, because when PAMELA SACKS was eating the subject bagel, a defect caused her to become injured.



49. For the reasons set forth above, Defendant BROKEN SOUND CLUB, INC. breached the implied warranty of fitness for a particular purpose to consumers including Plaintiff, who used the Subject bagel in the specific purpose for which Defendant knowingly distributed the product and for which, in reliance on the judgment of Defendant, Pamela Sacks, received the subject bagel.

50. The breach described above directly and proximately caused the incident giving rise to this Complaint and damages to Plaintiffs in that it directly and in natural and continuous sequence, produced or contributed substantially to PAMELA SACKS's injuries.

51. As a direct and proximate result of Defendant BROKEN SOUND CLUB, INC.'s breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which he may incur in the future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant BROKEN SOUND CLUB, INC.'s actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against BROKEN SOUND CLUB, INC. for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT VI**

#### **As and for a Cause of Action Defendant, AAP RESTAURANT LLC D/B/A BAGEL TWINS**

The Plaintiff here with reavers, alleges and adopts each allegation contained in paragraphs 1 through 8 above and by reference thereto incorporate them herein, and further state:

52. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was present on the property located at 2401 Willow Springs Drive, Boca Raton, FL 33496 which was owned, leased and/or controlled by the Defendant, AAP RESTAURANT LLC D/B/A BAGEL TWINS, and while exercising due care and caution for her safety, was injured by a defective, dangerous condition on the property; to wit: a hard object in a bagel received by the Plaintiff from the Defendant on the Defendant's property.

53. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was lawfully on the aforesaid premises.

54. At the aforementioned time and place the circumstances as described were such that the Defendant had a duty to use reasonable care for the Plaintiff, PAMELA SACKS's, safety.

55. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, AAP RESTAURANT LLC D/B/A BAGEL TWINS, by and through its agents and employees, by permitting the aforesaid defective, dangerous subject bagel to exist on said property, negligently failed to maintain the property in a reasonably safe condition, and negligently failed to correct or warn of the dangerous condition when the Defendant either knew or should have known of the danger due to the passage of time, through reasonable inspections or the occurrence of prior similar incidents.

56. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, AAP RESTAURANT LLC D/B/A BAGEL TWINS, was negligent in failing to establish a procedure for the regular inspection of subject bagels given to invitees or alternatively failed to follow its own established procedures for the inspection of subject bagels, and the Defendant, AAP RESTAURANT LLC D/B/A BAGEL TWINS, negligently created the aforesaid defective, dangerous subject bagel which was a hazard and a trap for the Plaintiff.

57. As a direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, was seriously and severely injured in and about her head, neck, back, body and limbs, and was thereby rendered sick, sore, lame and otherwise disabled, or, in the alternative, the injuries aforesaid thereby cause or contributed to cause an aggravation of a previous existing defect or deformity; and as a direct result thereof, the Plaintiff, PAMELA SACKS, has in the past and will in the future suffer great pain and anguish of body and mind, loss of the capacity for the enjoyment of life and the injuries so complained of by her are permanent or continuing in nature and the Plaintiff will suffer the loss into the future.

58. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past undergone, and will in the future undergo, painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries as aforesaid.

59. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past sustained and will in the future sustain loss of earnings and earning capacity.

WHEREFORE, the Plaintiff, PAMELA SACKS, demands judgment against the

Defendant, AAP RESTAURANT LLC D/B/A BAGEL TWINS, for damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of interest and costs, which she prays for in addition thereto.

**COUNT VII**  
**STRICT LIABILITY**  
**AAP RESTAURANT LLC D/B/A BAGEL TWINS**

60. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

61. AAP RESTAURANT LLC D/B/A BAGEL TWINS is in the business of advertising, promoting, or selling subject bagels.

62. AAP RESTAURANT LLC D/B/A BAGEL TWINS placed the subject bagel in the market with the knowledge that it would be used without inspection for defects or unknown dangers. AAP RESTAURANT LLC D/B/A BAGEL TWINS knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons.

63. The subject bagel was defective and unreasonably dangerous to consumers or other individuals, including PAMELA SACKS, when distributed by AAP RESTAURANT LLC D/B/A BAGEL TWINS. The subject bagel was advertised, promoted, or sold in an unsafe, unreasonably dangerous and defective condition in the following ways:

a. The subject bagel contained a hard object

64. On the date of the incident in question, the subject bagel was substantially unchanged from its condition as set forth above when distributed by AAP RESTAURANT LLC D/B/A BAGEL TWINS

65. AAP RESTAURANT LLC D/B/A BAGEL TWINS knew or should have known of the unreasonably dangerous condition that its subject bagel created when used by consumers or other individuals, including PAMELA SACKS.

66. The dangerous and defective nature of the subject bagel would not be obvious to a lay person who did not have actual and/or special knowledge of the risks created by the use and potential for danger of the subject bagel during regular and anticipated use.

67. AAP RESTAURANT LLC D/B/A BAGEL TWINS failed to disclose the existence

of such hazardous condition, namely the defective and unreasonably dangerous condition of the subject bagel, which it knew or should have known of before the subject incident.

68. For the reasons set above, the subject bagel was defective and unreasonably dangerous to users and other individuals, including PAMELA SACKS, who utilized it in an ordinary and foreseeable manner.

69. The defects and unreasonably dangerous conditions described above and AAP RESTAURANT LLC D/B/A BAGEL TWINS's failure to disclose the existence of such hazardous conditions, directly and proximately caused the severe injuries of PAMELA SACKS in that they directly and in natural and continuous sequence produced or contributed substantially to her injuries.

70. As a direct and proximate result of AAP RESTAURANT LLC D/B/A BAGEL TWINS's actions and/or inactions, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against AAP RESTAURANT LLC D/B/A BAGEL TWINS for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT VIII**

#### **NEGLIGENCE**

#### **AAP RESTAURANT LLC D/B/A BAGEL TWINS**

71. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

72. AAP RESTAURANT LLC D/B/A BAGEL TWINS advertised, promoted, or sold the Subject bagel received by PAMELA SACKS.

73. AAP RESTAURANT LLC D/B/A BAGEL TWINS knew or, in the exercise of due care, should have known that the Subject bagel would be used without inspection in an

unreasonably dangerous condition and would create a foreseeable and unreasonable zone of risk of harm to users, including PAMELA SACKS. AAP RESTAURANT LLC D/B/A BAGEL TWINS was under a duty to properly and adequately inspect, provide adequate warnings for, package, and distribute the subject bagel in a reasonably safe condition, so as not to present a danger to members of the general public who reasonably and expectedly under ordinary circumstances would eat the subject bagel, including PAMELA SACKS.

74. AAP RESTAURANT LLC D/B/A BAGEL TWINS breached the above duties and obligations.

75. AAP RESTAURANT LLC D/B/A BAGEL TWINS placed the subject bagel on the market with knowledge that it would be used without inspection for defects or unknown dangers.

76. AAP RESTAURANT LLC D/B/A BAGEL TWINS knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons. The subject bagel was defective and unreasonably dangerous to consumers, including PAMELA SACKS, when placed into the stream of commerce by AAP RESTAURANT LLC D/B/A BAGEL TWINS.

77. AAP RESTAURANT LLC D/B/A BAGEL TWINS breached its duty of reasonable care owed to Plaintiffs in one or more of the following ways:

- a. Negligently advertising, promoting, or selling the Subject bagel in such a condition that it would fail to be safe as a reasonable consumer would expect;
- b. Failing to ensure that the subject bagel was advertised, promoted, or sold with sufficient quality for use;
- c. Failing to ensure the subject bagel was advertised, promoted, or sold without an internal defect.
- d. Failing to warn customers of the dangers associated with the subject bagel.

78. The negligence described in Paragraph 34 and its subparts above directly and proximately caused the incident, and damages sustained by Plaintiffs in that it directly and in natural and continuous sequence produced or contributed substantially to PAMELA SACKS's injuries.

79. As a direct and proximate result of AAP RESTAURANT LLC D/B/A BAGEL TWINS's actions and/or inactions, PAMELA SACKS suffered and will continue to suffer painful

bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against AAP RESTAURANT LLC D/B/A BAGEL TWINS for damages, costs, interest, and other such relief this Court deems just.

### **COUNT IX**

#### **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

##### **AAP RESTAURANT LLC D/B/A BAGEL TWINS**

80. The allegations set forth in paragraphs 1-8 of the Complaint are incorporated herein by reference.

81. The Subject bagel was not reasonably fit for its intended use.

82. Furthermore, it is reasonably foreseeable that a consumer like Pamela Sacks, would receive a subject bagel to be used by a user like PAMELA SACKS, who would use the subject bagel and the subject bagel was not reasonably fit for this purpose. Specifically, the subject bagel suffered from an internal defect.

83. For the reasons set forth above, the subject bagel was not fit for intended or reasonably foreseeable uses and Defendant AAP RESTAURANT LLC D/B/A BAGEL TWINS breached the implied warranty of merchantability to consumers including Plaintiffs, who used the Subject bagel in an ordinary and foreseeable manner.

84. The breaches described above directly and proximately caused the incident-giving rise to this Complaint, in that they directly and in natural and continuous sequence, produced or contributed substantially to Pamela Sacks's injuries.

85. As a direct and proximate result of Defendant AAP RESTAURANT LLC D/B/A BAGEL TWINS's breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and

distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which he may incur in the future as a result of the incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant AAP RESTAURANT LLC D/B/A BAGEL TWINS's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against AAP RESTAURANT LLC D/B/A BAGEL TWINS for damages, costs, interest, and other such relief this Court deems just.

### **COUNT X**

#### **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AAP RESTAURANT LLC D/B/A BAGEL TWINS**

86. The allegations set forth in paragraph 1-8 of this Complaint are incorporated herein by reference.

87. The subject bagel was not reasonably fit for its intended purpose, because when PAMELA SACKS was eating the subject bagel, a defect caused her to become injured.

88. For the reasons set forth above, Defendant AAP RESTAURANT LLC D/B/A BAGEL TWINS breached the implied warranty of fitness for a particular purpose to consumers including Plaintiff, who used the Subject bagel in the specific purpose for which Defendant knowingly distributed the product and for which, in reliance on the judgment of Defendant, Pamela Sacks, received the subject bagel.

89. The breach described above directly and proximately caused the incident giving rise to this Complaint and damages to Plaintiffs in that it directly and in natural and continuous sequence, produced or contributed substantially to PAMELA SACKS's injuries.

90. As a direct and proximate result of Defendant AAP RESTAURANT LLC D/B/A BAGEL TWINS's breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which he may incur in the

future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant AAP RESTAURANT LLC D/B/A BAGEL TWINS's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against AAP RESTAURANT LLC D/B/A BAGEL TWINS for damages, costs, interest, and other such relief this Court deems just.

**COUNT XI**  
**As and for a Cause of Action Defendant,**  
**AAP RESTAURANT LLC**

The Plaintiff here with reavers, alleges and adopts each allegation contained in paragraphs 1 through 8 above and by reference thereto incorporate them herein, and further state:

91. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was present on the property located at 2401 Willow Springs Drive, Boca Raton, FL 33496 which was owned, leased and/or controlled by the Defendant, AAP RESTAURANT LLC, and while exercising due care and caution for her safety, was injured by a defective, dangerous condition on the property; to wit: a hard object in a bagel received by the Plaintiff from the Defendant on the Defendant's property.

92. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was lawfully on the aforesaid premises.

93. At the aforementioned time and place the circumstances as described were such that the Defendant had a duty to use reasonable care for the Plaintiff, PAMELA SACKS's, safety.

94. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, AAP RESTAURANT LLC, by and through its agents and employees, by permitting the aforesaid defective, dangerous subject bagel to exist on said property, negligently failed to maintain the property in a reasonably safe condition, and negligently failed to correct or warn of the dangerous condition when the Defendant either knew or should have known of the danger due to the passage of time, through reasonable inspections or the occurrence of prior similar incidents.

95. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, AAP RESTAURANT LLC, was negligent in failing to establish a procedure for



the regular inspection of subject bagels given to invitees or alternatively failed to follow its own established procedures for the inspection of subject bagels, and the Defendant, AAP RESTAURANT LLC, negligently created the aforesaid defective, dangerous subject bagel which was a hazard and a trap for the Plaintiff.

96. As a direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, was seriously and severely injured in and about her head, neck, back, body and limbs, and was thereby rendered sick, sore, lame and otherwise disabled, or, in the alternative, the injuries aforesaid thereby cause or contributed to cause an aggravation of a previous existing defect or deformity; and as a direct result thereof, the Plaintiff, PAMELA SACKS, has in the past and will in the future suffer great pain and anguish of body and mind, loss of the capacity for the enjoyment of life and the injuries so complained of by her are permanent or continuing in nature and the Plaintiff will suffer the loss into the future.

97. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past undergone, and will in the future undergo, painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries as aforesaid.

98. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past sustained and will in the future sustain loss of earnings and earning capacity.

WHEREFORE, the Plaintiff, PAMELA SACKS, demands judgment against the Defendant, AAP RESTAURANT LLC, for damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of interest and costs, which she prays for in addition thereto.

**COUNT XII**  
**STRICT LIABILITY**  
**AAP RESTAURANT LLC**

99. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

100. AAP RESTAURANT LLC is in the business of advertising, promoting, or selling subject bagels.

101. AAP RESTAURANT LLC placed the subject bagel in the market with the knowledge that it would be used without inspection for defects or unknown dangers. AAP

RESTAURANT LLC knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons.

102. The subject bagel was defective and unreasonably dangerous to consumers or other individuals, including PAMELA SACKS, when distributed by AAP RESTAURANT LLC. The subject bagel was advertised, promoted, or sold in an unsafe, unreasonably dangerous and defective condition in the following ways:

a. The subject bagel contained a hard object

103. On the date of the incident in question, the subject bagel was substantially unchanged from its condition as set forth above when distributed by AAP RESTAURANT LLC

104. AAP RESTAURANT LLC knew or should have known of the unreasonably dangerous condition that its subject bagel created when used by consumers or other individuals, including PAMELA SACKS.

105. The dangerous and defective nature of the subject bagel would not be obvious to a lay person who did not have actual and/or special knowledge of the risks created by the use and potential for danger of the subject bagel during regular and anticipated use.

106. AAP RESTAURANT LLC failed to disclose the existence of such hazardous condition, namely the defective and unreasonably dangerous condition of the subject bagel, which it knew or should have known of before the subject incident.

107. For the reasons set above, the subject bagel was defective and unreasonably dangerous to users and other individuals, including PAMELA SACKS, who utilized it in an ordinary and foreseeable manner.

108. The defects and unreasonably dangerous conditions described above and AAP RESTAURANT LLC's failure to disclose the existence of such hazardous conditions, directly and proximately caused the severe injuries of PAMELA SACKS in that they directly and in natural and continuous sequence produced or contributed substantially to her injuries.

109. As a direct and proximate result of AAP RESTAURANT LLC's actions and/or inactions, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the

incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant' actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against AAP RESTAURANT LLC for damages, costs, interest, and other such relief this Court deems just.

**COUNT XIII**  
**NEGLIGENCE**  
**AAP RESTAURANT LLC**

110. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

111. AAP RESTAURANT LLC advertised, promoted, or sold the Subject bagel received by PAMELA SACKS.

112. AAP RESTAURANT LLC knew or, in the exercise of due care, should have known that the Subject bagel would be used without inspection in an unreasonably dangerous condition and would create a foreseeable and unreasonable zone of risk of harm to users, including PAMELA SACKS. AAP RESTAURANT LLC was under a duty to properly and adequately inspect, provide adequate warnings for, package, and distribute the subject bagel in a reasonably safe condition, so as not to present a danger to members of the general public who reasonably and expectedly under ordinary circumstances would eat the subject bagel, including PAMELA SACKS.

113. AAP RESTAURANT LLC breached the above duties and obligations.

114. AAP RESTAURANT LLC placed the subject bagel on the market with knowledge that it would be used without inspection for defects or unknown dangers.

115. AAP RESTAURANT LLC knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons. The subject bagel was defective and unreasonably dangerous to consumers, including PAMELA SACKS, when placed into the stream of commerce by AAP RESTAURANT LLC

116. AAP RESTAURANT LLC breached its duty of reasonable care owed to Plaintiffs in one or more of the following ways:

a. Negligently advertising, promoting, or selling the Subject bagel in such a condition

that it would fail to be safe as a reasonable consumer would expect;

b. Failing to ensure that the subject bagel was advertised, promoted, or sold with sufficient quality for use;

c. Failing to ensure the subject bagel was advertised, promoted, or sold without an internal defect.

d. Failing to warn customers of the dangers associated with the subject bagel.

117. The negligence described in Paragraph 34 and its subparts above directly and proximately caused the incident, and damages sustained by Plaintiffs in that it directly and in natural and continuous sequence produced or contributed substantially to PAMELA SACKS's injuries.

118. As a direct and proximate result of AAP RESTAURANT LLC's actions and/or inactions, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against AAP RESTAURANT LLC for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT XIV**

#### **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

#### **AAP RESTAURANT LLC**

119. The allegations set forth in paragraphs 1-8 of the Complaint are incorporated herein by reference.

120. The Subject bagel was not reasonably fit for its intended use.

121. Furthermore, it is reasonably foreseeable that a consumer like Pamela Sacks, would receive a subject bagel to be used by a user like PAMELA SACKS, who would use the subject bagel and the subject bagel was not reasonably fit for this purpose. Specifically, the subject bagel

suffered from an internal defect.

122. For the reasons set forth above, the subject bagel was not fit for intended or reasonably foreseeable uses and Defendant AAP RESTAURANT LLC breached the implied warranty of merchantability to consumers including Plaintiffs, who used the Subject bagel in an ordinary and foreseeable manner.

123. The breaches described above directly and proximately caused the incident-giving rise to this Complaint, in that they directly and in natural and continuous sequence, produced or contributed substantially to Pamela Sacks's injuries.

124. As a direct and proximate result of Defendant AAP RESTAURANT LLC's breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which he may incur in the future as a result of the incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant AAP RESTAURANT LLC's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against AAP RESTAURANT LLC for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT XV**

#### **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AAP RESTAURANT LLC**

125. The allegations set forth in paragraph 1-8 of this Complaint are incorporated herein by reference.

126. The subject bagel was not reasonably fit for its intended purpose, because when PAMELA SACKS was eating the subject bagel, a defect caused her to become injured.

127. For the reasons set forth above, Defendant AAP RESTAURANT LLC breached the implied warranty of fitness for a particular purpose to consumers including Plaintiff, who used the Subject bagel in the specific purpose for which Defendant knowingly distributed the product and for which, in reliance on the judgment of Defendant, Pamela Sacks, received the subject bagel.

128. The breach described above directly and proximately caused the incident giving rise to this Complaint and damages to Plaintiffs in that it directly and in natural and continuous sequence, produced or contributed substantially to PAMELA SACKS's injuries.

129. As a direct and proximate result of Defendant AAP RESTAURANT LLC's breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which he may incur in the future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant AAP RESTAURANT LLC's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against AAP RESTAURANT LLC for damages, costs, interest, and other such relief this Court deems just.

**COUNT XVI**

**As and for a Cause of Action Defendant,  
DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS**

The Plaintiff here with reavers, alleges and adopts each allegation contained in paragraphs 1 through 18 above and by reference thereto incorporate them herein, and further state:

130. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was present on the property located at 2401 Willow Springs Drive, Boca Raton, FL 33496 which was owned, leased and/or controlled by the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS, and while exercising due care and caution for her safety, was injured by a defective, dangerous condition on the property; to wit: a hard object in a bagel received by the Plaintiff from the Defendant on the Defendant's property.

131. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was lawfully on the aforesaid premises.

132. At the aforementioned time and place the circumstances as described were such that the Defendant had a duty to use reasonable care for the Plaintiff, PAMELA SACKS's, safety.

133. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL

TWINS, by and through its agents and employees, by permitting the aforesaid defective, dangerous subject bagel to exist on said property, negligently failed to maintain the property in a reasonably safe condition, and negligently failed to correct or warn of the dangerous condition when the Defendant either knew or should have known of the danger due to the passage of time, through reasonable inspections or the occurrence of prior similar incidents.

134. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS, was negligent in failing to establish a procedure for the regular inspection of subject bagels given to invitees or alternatively failed to follow its own established procedures for the inspection of subject bagels, and the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS, negligently created the aforesaid defective, dangerous subject bagel which was a hazard and a trap for the Plaintiff.

135. As a direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, was seriously and severely injured in and about her head, neck, back, body and limbs, and was thereby rendered sick, sore, lame and otherwise disabled, or, in the alternative, the injuries aforesaid thereby cause or contributed to cause an aggravation of a previous existing defect or deformity; and as a direct result thereof, the Plaintiff, PAMELA SACKS, has in the past and will in the future suffer great pain and anguish of body and mind, loss of the capacity for the enjoyment of life and the injuries so complained of by her are permanent or continuing in nature and the Plaintiff will suffer the loss into the future.

136. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past undergone, and will in the future undergo, painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries as aforesaid.

137. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past sustained and will in the future sustain loss of earnings and earning capacity.

WHEREFORE, the Plaintiff, PAMELA SACKS, demands judgment against the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS, for damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of interest and costs, which she prays for in addition thereto.

**COUNT XVII**  
**STRICT LIABILITY**  
**DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS**

138. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

139. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS is in the business of advertising, promoting, or selling subject bagels.

140. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS placed the subject bagel in the market with the knowledge that it would be used without inspection for defects or unknown dangers. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons.

141. The subject bagel was defective and unreasonably dangerous to consumers or other individuals, including PAMELA SACKS, when distributed by DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS. The subject bagel was advertised, promoted, or sold in an unsafe, unreasonably dangerous and defective condition in the following ways:

- a. The subject bagel contained a hard object

142. On the date of the incident in question, the subject bagel was substantially unchanged from its condition as set forth above when distributed by DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS

143. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS knew or should have known of the unreasonably dangerous condition that its subject bagel created when used by consumers or other individuals, including PAMELA SACKS.

144. The dangerous and defective nature of the subject bagel would not be obvious to a lay person who did not have actual and/or special knowledge of the risks created by the use and potential for danger of the subject bagel during regular and anticipated use.

145. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS failed to disclose the existence of such hazardous condition, namely the defective and



unreasonably dangerous condition of the subject bagel, which it knew or should have known of before the subject incident.

146. For the reasons set above, the subject bagel was defective and unreasonably dangerous to users and other individuals, including PAMELA SACKS, who utilized it in an ordinary and foreseeable manner.

147. The defects and unreasonably dangerous conditions described above and DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS's failure to disclose the existence of such hazardous conditions, directly and proximately caused the severe injuries of PAMELA SACKS in that they directly and in natural and continuous sequence produced or contributed substantially to her injuries.

148. As a direct and proximate result of DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS's actions and/or inactions, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT XVIII**

#### **NEGLIGENCE**

#### **DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS**

149. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

150. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS advertised, promoted, or sold the Subject bagel received by PAMELA SACKS.

151. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL

TWINS knew or, in the exercise of due care, should have known that the Subject bagel would be used without inspection in an unreasonably dangerous condition and would create a foreseeable and unreasonable zone of risk of harm to users, including PAMELA SACKS. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS was under a duty to properly and adequately inspect, provide adequate warnings for, package, and distribute the subject bagel in a reasonably safe condition, so as not to present a danger to members of the general public who reasonably and expectedly under ordinary circumstances would eat the subject bagel, including PAMELA SACKS.

152. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS breached the above duties and obligations.

153. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS placed the subject bagel on the market with knowledge that it would be used without inspection for defects or unknown dangers.

154. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons. The subject bagel was defective and unreasonably dangerous to consumers, including PAMELA SACKS, when placed into the stream of commerce by DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS

155. DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS breached its duty of reasonable care owed to Plaintiffs in one or more of the following ways:

- a. Negligently advertising, promoting, or selling the Subject bagel in such a condition that it would fail to be safe as a reasonable consumer would expect;
- b. Failing to ensure that the subject bagel was advertised, promoted, or sold with sufficient quality for use;
- c. Failing to ensure the subject bagel was advertised, promoted, or sold without an internal defect.
- d. Failing to warn customers of the dangers associated with the subject bagel.

156. The negligence described in Paragraph 34 and its subparts above directly and

proximately caused the incident, and damages sustained by Plaintiffs in that it directly and in natural and continuous sequence produced or contributed substantially to PAMELA SACKS's injuries.

157. As a direct and proximate result of DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS's actions and/or inactions, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT XIX**

##### **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

##### **DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS**

158. The allegations set forth in paragraphs 1-8 of the Complaint are incorporated herein by reference.

159. The Subject bagel was not reasonably fit for its intended use.

160. Furthermore, it is reasonably foreseeable that a consumer like Pamela Sacks, would receive a subject bagel to be used by a user like PAMELA SACKS, who would use the subject bagel and the subject bagel was not reasonably fit for this purpose. Specifically, the subject bagel suffered from an internal defect.

161. For the reasons set forth above, the subject bagel was not fit for intended or reasonably foreseeable uses and Defendant DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS breached the implied warranty of merchantability to consumers including Plaintiffs, who used the Subject bagel in an ordinary and foreseeable manner.

162. The breaches described above directly and proximately caused the incident-giving rise to this Complaint, in that they directly and in natural and continuous sequence, produced or contributed substantially to Pamela Sacks's injuries.

163. As a direct and proximate result of Defendant DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS's breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which he may incur in the future as a result of the incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT XX**

#### **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS**

164. The allegations set forth in paragraph 1-8 of this Complaint are incorporated herein by reference.

165. The subject bagel was not reasonably fit for its intended purpose, because when PAMELA SACKS was eating the subject bagel, a defect caused her to become injured.

166. For the reasons set forth above, Defendant DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS breached the implied warranty of fitness for a particular purpose to consumers including Plaintiff, who used the Subject bagel in the specific purpose for which Defendant knowingly distributed the product and for which, in reliance on the judgment of Defendant, Pamela Sacks, received the subject bagel.

167. The breach described above directly and proximately caused the incident giving rise to this Complaint and damages to Plaintiffs in that it directly and in natural and continuous sequence, produced or contributed substantially to PAMELA SACKS's injuries.

168. As a direct and proximate result of Defendant DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS's breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which he may incur in the future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against DDS RESTAURANT CORPORATION, INCORPORATED D/B/A BAGEL TWINS for damages, costs, interest, and other such relief this Court deems just.

**COUNT XXI**

**As and for a Cause of Action Defendant,  
DDS RESTAURANT CORPORATION, INCORPORATED**

The Plaintiff here with reavers, alleges and adopts each allegation contained in paragraphs 1 through 18 above and by reference thereto incorporate them herein, and further state:

169. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was present on the property located at 2401 Willow Springs Drive, Boca Raton, FL 33496 which was owned, leased and/or controlled by the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED, and while exercising due care and caution for her safety, was injured by a defective, dangerous condition on the property; to wit: a hard object in a bagel received by the Plaintiff from the Defendant on the Defendant's property.

170. On January 22, 2024 and at the time of the incident complained of, the Plaintiff, PAMELA SACKS, was lawfully on the aforesaid premises.

171. At the aforementioned time and place the circumstances as described were such that the Defendant had a duty to use reasonable care for the Plaintiff, PAMELA SACKS's, safety.

172. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED, by and through its agents and employees, by permitting the aforesaid defective, dangerous subject bagel to exist on said property, negligently failed to maintain the property in a reasonably safe condition, and negligently failed to correct or warn of the dangerous condition when the Defendant either knew or should have known of the danger due to the passage of time, through reasonable inspections or the occurrence of prior similar incidents.

173. At all times hereinafter mentioned and at the time of the incident complained of, the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED, was negligent in failing to establish a procedure for the regular inspection of subject bagels given to invitees or alternatively failed to follow its own established procedures for the inspection of subject bagels, and the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED, negligently created the aforesaid defective, dangerous subject bagel which was a hazard and a trap for the Plaintiff.

174. As a direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, was seriously and severely injured in and about her head, neck, back, body and limbs, and was thereby rendered sick, sore, lame and otherwise disabled, or, in the alternative, the injuries aforesaid thereby cause or contributed to cause an aggravation of a previous existing defect or deformity; and as a direct result thereof, the Plaintiff, PAMELA SACKS, has in the past and will in the future suffer great pain and anguish of body and mind, loss of the capacity for the enjoyment of life and the injuries so complained of by her are permanent or continuing in nature and the Plaintiff will suffer the loss into the future.

175. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past undergone, and will in the future undergo, painful and extensive medical care and treatment, and has in the past incurred, and will in the future incur, medical bills and expenses attendant to the injuries as aforesaid.

176. As a further direct and proximate result of the negligence of the Defendant herein, the Plaintiff, PAMELA SACKS, has in the past sustained and will in the future sustain loss of earnings and earning capacity.

WHEREFORE, the Plaintiff, PAMELA SACKS, demands judgment against the Defendant, DDS RESTAURANT CORPORATION, INCORPORATED, for damages in excess

of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of interest and costs, which she prays for in addition thereto.

**COUNT XXII**  
**STRICT LIABILITY**  
**DDS RESTAURANT CORPORATION, INCORPORATED**

177. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

178. DDS RESTAURANT CORPORATION, INCORPORATED is in the business of advertising, promoting, or selling subject bagels.

179. DDS RESTAURANT CORPORATION, INCORPORATED placed the subject bagel in the market with the knowledge that it would be used without inspection for defects or unknown dangers. DDS RESTAURANT CORPORATION, INCORPORATED knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons.

180. The subject bagel was defective and unreasonably dangerous to consumers or other individuals, including PAMELA SACKS, when distributed by DDS RESTAURANT CORPORATION, INCORPORATED. The subject bagel was advertised, promoted, or sold in an unsafe, unreasonably dangerous and defective condition in the following ways:

a. The subject bagel contained a hard object

181. On the date of the incident in question, the subject bagel was substantially unchanged from its condition as set forth above when distributed by DDS RESTAURANT CORPORATION, INCORPORATED

182. DDS RESTAURANT CORPORATION, INCORPORATED knew or should have known of the unreasonably dangerous condition that its subject bagel created when used by consumers or other individuals, including PAMELA SACKS.

183. The dangerous and defective nature of the subject bagel would not be obvious to a lay person who did not have actual and/or special knowledge of the risks created by the use and potential for danger of the subject bagel during regular and anticipated use.

184. DDS RESTAURANT CORPORATION, INCORPORATED failed to disclose the existence of such hazardous condition, namely the defective and unreasonably dangerous

condition of the subject bagel, which it knew or should have known of before the subject incident.

185. For the reasons set above, the subject bagel was defective and unreasonably dangerous to users and other individuals, including PAMELA SACKS, who utilized it in an ordinary and foreseeable manner.

186. The defects and unreasonably dangerous conditions described above and DDS RESTAURANT CORPORATION, INCORPORATED's failure to disclose the existence of such hazardous conditions, directly and proximately caused the severe injuries of PAMELA SACKS in that they directly and in natural and continuous sequence produced or contributed substantially to her injuries.

187. As a direct and proximate result of DDS RESTAURANT CORPORATION, INCORPORATED's actions and/or inactions, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against DDS RESTAURANT CORPORATION, INCORPORATED for damages, costs, interest, and other such relief this Court deems just.

### **COUNT XXIII**

#### **NEGLIGENCE**

#### **DDS RESTAURANT CORPORATION, INCORPORATED**

188. The allegations set forth in paragraphs 1-8 of this Complaint are incorporated herein by reference.

189. DDS RESTAURANT CORPORATION, INCORPORATED advertised, promoted, or sold the Subject bagel received by PAMELA SACKS.

190. DDS RESTAURANT CORPORATION, INCORPORATED knew or, in the exercise of due care, should have known that the Subject bagel would be used without inspection in an unreasonably dangerous condition and would create a foreseeable and unreasonable zone of



risk of harm to users, including PAMELA SACKS. DDS RESTAURANT CORPORATION, INCORPORATED was under a duty to properly and adequately inspect, provide adequate warnings for, package, and distribute the subject bagel in a reasonably safe condition, so as not to present a danger to members of the general public who reasonably and expectedly under ordinary circumstances would eat the subject bagel, including PAMELA SACKS.

191. DDS RESTAURANT CORPORATION, INCORPORATED breached the above duties and obligations.

192. DDS RESTAURANT CORPORATION, INCORPORATED placed the subject bagel on the market with knowledge that it would be used without inspection for defects or unknown dangers.

193. DDS RESTAURANT CORPORATION, INCORPORATED knew or should have known that ultimate users or consumers would not and could not properly inspect this product for defects and dangerous conditions and that detection of such defects and dangers would be beyond the capabilities of such persons. The subject bagel was defective and unreasonably dangerous to consumers, including PAMELA SACKS, when placed into the stream of commerce by DDS RESTAURANT CORPORATION, INCORPORATED

194. DDS RESTAURANT CORPORATION, INCORPORATED breached its duty of reasonable care owed to Plaintiffs in one or more of the following ways:

- a. Negligently advertising, promoting, or selling the Subject bagel in such a condition that it would fail to be safe as a reasonable consumer would expect;
- b. Failing to ensure that the subject bagel was advertised, promoted, or sold with sufficient quality for use;
- c. Failing to ensure the subject bagel was advertised, promoted, or sold without an internal defect.
- d. Failing to warn customers of the dangers associated with the subject bagel.

195. The negligence described in Paragraph 34 and its subparts above directly and proximately caused the incident, and damages sustained by Plaintiffs in that it directly and in natural and continuous sequence produced or contributed substantially to PAMELA SACKS's injuries.

196. As a direct and proximate result of DDS RESTAURANT CORPORATION, INCORPORATED's actions and/or inactions, PAMELA SACKS suffered and will continue to

suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which they may incur in the future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against DDS RESTAURANT CORPORATION, INCORPORATED for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT XXIV**

#### **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY DDS RESTAURANT CORPORATION, INCORPORATED**

197. The allegations set forth in paragraphs 1-8 of the Complaint are incorporated herein by reference.

198. The Subject bagel was not reasonably fit for its intended use.

199. Furthermore, it is reasonably foreseeable that a consumer like Pamela Sacks, would receive a subject bagel to be used by a user like PAMELA SACKS, who would use the subject bagel and the subject bagel was not reasonably fit for this purpose. Specifically, the subject bagel suffered from an internal defect.

200. For the reasons set forth above, the subject bagel was not fit for intended or reasonably foreseeable uses and Defendant DDS RESTAURANT CORPORATION, INCORPORATED breached the implied warranty of merchantability to consumers including Plaintiffs, who used the Subject bagel in an ordinary and foreseeable manner.

201. The breaches described above directly and proximately caused the incident-giving rise to this Complaint, in that they directly and in natural and continuous sequence, produced or contributed substantially to Pamela Sacks's injuries.

202. As a direct and proximate result of Defendant DDS RESTAURANT CORPORATION, INCORPORATED's breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer

emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which he may incur in the future as a result of the incident described in this complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant DDS RESTAURANT CORPORATION, INCORPORATED's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against DDS RESTAURANT CORPORATION, INCORPORATED for damages, costs, interest, and other such relief this Court deems just.

#### **COUNT XXV**

#### **BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE DDS RESTAURANT CORPORATION, INCORPORATED**

203. The allegations set forth in paragraph 1-8 of this Complaint are incorporated herein by reference.

204. The subject bagel was not reasonably fit for its intended purpose, because when PAMELA SACKS was eating the subject bagel, a defect caused her to become injured.

205. For the reasons set forth above, Defendant DDS RESTAURANT CORPORATION, INCORPORATED breached the implied warranty of fitness for a particular purpose to consumers including Plaintiff, who used the Subject bagel in the specific purpose for which Defendant knowingly distributed the product and for which, in reliance on the judgment of Defendant, Pamela Sacks, received the subject bagel.

206. The breach described above directly and proximately caused the incident giving rise to this Complaint and damages to Plaintiffs in that it directly and in natural and continuous sequence, produced or contributed substantially to PAMELA SACKS's injuries.

207. As a direct and proximate result of Defendant DDS RESTAURANT CORPORATION, INCORPORATED's breach of warranty, PAMELA SACKS suffered and will continue to suffer painful bodily injuries, and Plaintiffs suffered and will continue to suffer emotional anguish and distress, medical bills, loss of earning capacity, and incidental damages. Plaintiffs are entitled to recover all reasonable and necessary medical expenses incurred and which

he may incur in the future as a result of the incident described in this Complaint. Plaintiffs are also entitled to recover for past, present, and future physical and emotional pain and suffering, loss of earning capacity, and all incidental damages caused by Defendant DDS RESTAURANT CORPORATION, INCORPORATED's actions and/or inactions.

**WHEREFORE**, Plaintiff, Pamela Sacks, demands judgment against DDS RESTAURANT CORPORATION, INCORPORATED for damages, costs, interest, and other such relief this Court deems just.

**DEMAND FOR JURY TRIAL**

The Plaintiff in the above styled cause hereby demands a trial by jury of all of the issues triable by right.

Dated this 21th day of January, 2026.

The Quackenbush Law Firm  
Attorneys for Plaintiff  
303 SW 6<sup>th</sup> Street, Penthouse West  
Fort Lauderdale, Florida 33315  
Telephone: (954) 448-7288  
Facsimile: (954) 765-1919  
anthony@southflinjury.com

By: /s/ Anthony H. Quackenbush  
Anthony H. Quackenbush  
Florida Bar No. 0048198