

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA
CASE NO:

AMRIT KAUR and LAKHBIR SINGH,

Plaintiff(s),

vs.

BOCA HOTEL OWNER LLC, d/b/a
WATERSTONE RESORT AND MARINA BOCA
RATON, ROCKPOINT GROUP, L.L.C.,
NEWBOND HOLDINGS LLC, NEWBOND
HOLDINGS II LLC, and SCHULTE HOSPITALITY
GROUP, INC.,

Defendant(s).

COMPLAINT AND DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs AMRIT KAUR and LAKHBIR SINGH, by and through their undersigned counsel, and file this, their Complaint and Demand for a Jury Trial against Defendants BOCA HOTEL OWNER LLC, d/b/a WATERSTONE RESORT AND MARINA BOCA RATON, ROCKPOINT GROUP, L.L.C., NEWBOND HOLDINGS LLC, NEWBOND HOLDINGS II LLC, and SCHULTE HOSPITALITY GROUP, INC. and allege as follows:

GENERAL ALLEGATIONS

1. This is an action for damages which exceeds the minimum jurisdictional amount of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), exclusive of interest, costs, and attorney's fees. Plaintiffs have entered "over \$100,000" in the civil cover sheet for the estimated "amount of 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 Plaintiffs’ claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

2. All conditions precedent to filing this action have been complied with, expired, and/or waived.
3. At all material times, Plaintiffs AMRIT KAUR and LAKHBIR SINGH resided together as a married couple in the State of New Jersey.
4. At all material times, Defendant BOCA HOTEL OWNER LLC, d/b/a WATERSTONE RESORT AND MARINA BOCA RATON (hereafter “WATERSTONE”), was a Foreign Limited Liability Company, duly organized in the State of Delaware, with its principal address located in Dallas, Texas, which owned, controlled, operated, and/or maintained a hotel known as Waterstone Resort & Marina Boca Raton, located at 999 E Camino Real, Boca Raton, Florida 33432 for transaction of its customary hotel and resort business in Palm Beach County, Florida (hereafter “Subject Resort”).
5. At all material times, Defendant ROCKPOINT GROUP, L.L.C., (hereafter “ROCKPOINT”), was a Foreign Limited Liability Company, duly organized in the State of Delaware, with its principal address located in Dallas, Texas, with an agent or other representative hotel and resort conducting its customary business in Palm Beach County, Florida.
6. At all material times, Defendant NEWBOND HOLDINGS LLC, (hereafter “NEWBOND”), was a Foreign Limited Liability Company, duly organized in the State of Delaware, with its principal address located in New York, NY, with an agent or other representative hotel and resort conducting its customary business in Palm Beach County, Florida.

7. At all material times, Defendant NEWBOND HOLDINGS II LLC, (hereafter “NEWBOND II”), was a Foreign Limited Liability Company, duly organized in the State of Delaware, with its principal address located in New York, NY, with an agent or other representative hotel and resort conducting its customary business in Palm Beach County, Florida.
8. At all material times, Defendant SCHULTE HOSPITALITY GROUP, INC., (hereafter “SCHULTE”), was a Foreign Profit Corporation, duly organized in the State of Illinois with its headquarters located in the State of Kentucky, with an agent or other representative hotel management company conducting its customary business in Palm Beach County, Florida.
9. At all material times, Defendants controlled, owned, operated, managed, and/or maintained the Waterstone Resort & Marina Boca Raton, in Palm Beach County, Florida, which included the 139 hotel rooms within the resort/hotel.
10. Upon information and belief, at all material times, Defendants ROCKPOINT, NEWBOND, and NEWBOND II were the parent companies of Defendant WATERSTONE.
11. Upon information and belief, at all material times, Defendant SCHULTE was the hotel management company tasked with managing the Subject Resort.
12. At all material times, Plaintiffs AMRIT KAUR and LAKHBIR SINGH were business patrons (hotel guests) and invitees of the Subject Resort and were otherwise lawfully on the Subject Resort.
13. Upon information and belief, Plaintiffs were staying in hotel room number 707 of Defendants’ resort at the time of the incident complained of herein (hereafter “Subject Room”).
14. On or about April 2, 2024, Plaintiff AMRIT KAUR, while using reasonable care for her safety in the Subject Room, was caused to slip and fall in the shower on a slippery surface that had just been cleaned by the hotel staff (hereafter “Subject Shower”).

15. No one within Plaintiffs' party used the Subject Shower or caused its surface to become slippery prior to Ms. Kaur's fall.
16. Plaintiff AMRIT KAUR was the first person to use the Subject Shower after her family checked in to the hotel, after resort staff cleaned said shower.
17. The slippery surface of the Subject Shower floor constituted an unreasonably dangerous and/or hazardous condition.
18. As a result of said dangerous/hazardous condition, Plaintiffs' family was relocated to a different and safer room after her fall and, upon information and belief, the Subject Room was taken out of service.

**COUNT I – PLAINTIFF AMRIT KAUR'S NEGLIGENCE CLAIM AGAINST
DEFENDANT SCHULTE**

19. Paragraphs one (1) through eighteen (18) are adopted and realleged as though fully stated herein.
20. At all material times, Defendant SCHULTE legally and/or contractually had a right to control the Subject Resort, including the Subject Shower.
21. Upon information and belief, at all material times, Defendant SCHULTE contractually and/or legally had a duty to maintain the Subject Resort, which included the Subject Shower, in a reasonably safe condition and had a duty to exercise reasonable care to protect against unreasonable risk(s) of harm so that guests and/or invitees, such as Plaintiffs, could safely use the Subject Shower without injury.
22. At all material times, Defendant SCHULTE contractually and/or legally had a duty to provide warning of any dangerous condition(s) which it had and/or should have had knowledge of greater than that of Plaintiffs.

23. On or about April 2, 2024, Plaintiff AMRIT KAUR, while exercising due care for her own safety, was attempting to use the Subject Shower, and with no warning, when the shower floor got wet, it became dangerously slippery. Unfortunately, as soon as the floor of the Subject Shower became wet, she slipped and fell, severely injuring herself. At the time Plaintiff AMRIT KAUR fell, there were no warnings provided such that Plaintiff AMRIT KAUR could not appreciate the unexpected danger, and there were no slip-resistant mats or other anti-slip surfaces to protect guests from the dangerously slippery shower floor.
24. At all material times, the unwarned of slippery shower floor constituted an unreasonably dangerous condition and potential slipping hazard.
25. Plaintiff AMRIT KAUR was not, prior to this slip and fall, provided any warning of the unreasonably dangerous condition(s) and potential slipping hazard, as stated above, of which Defendant SCHULTE had and/or should have had knowledge greater than that of Plaintiff AMRIT KAUR.
26. At all material times, Defendant SCHULTE, through its agents and/or employees, either created the unreasonably dangerous condition(s) or had actual and/or constructive knowledge (as the condition(s) existed for sufficient time that Defendant SCHULTE should have known) of the unreasonably dangerous condition(s) described above and/or should have anticipated that the unwarned of slippery shower floor constituted an unreasonable risk of harm to guests and/or invitees, such as Plaintiff AMRIT KAUR. Furthermore, the nature of the slippery shower floor was such that it was not readily apparent despite Plaintiff AMRIT KAUR's use of due care, and Defendant SCHULTE was in a better position to know of the dangerous condition(s) than Plaintiff AMRIT KAUR.

27. Defendant SCHULTE breached its duty of care in one or more of the following respects, any one of which constitutes a departure from the acceptable, reasonable standard of care:
- a. By failing to maintain the Subject Shower in a reasonably safe condition;
 - b. By failing to regularly inspect the Subject Shower;
 - c. By failing to adequately warn of the dangerous and/or unsafe condition(s);
 - d. By failing to adequately staff the Subject Resort to be able to supply, train, supervise, inspect, and/or maintain it in a reasonably safe condition;
 - e. By failing to correct and/or remove the dangerous and/or unsafe condition(s);
 - f. By failing to ensure there was adequate and/or functional slip-resistant standing surfaces in the Subject Shower;
 - g. Upon information and belief, by failing to maintain the Subject Room in accordance with the applicable building codes and regulations and safety codes, including without limitation:
 - i. the Palm Beach County Code of Ordinances;
 - ii. Standard Building Code;
 - iii. ANSI Standard A117.1;
 - iv. Florida Accessibility Code for Building Construction;
 - v. Florida Building Code; NFPA 101;
 - vi. Life Safety Code; and
 - vii. ASTM F1637 Standard Practice for Safe Walking Surfaces; and/or
 - h. By failing to exercise reasonable care under all of the relevant surrounding circumstances.

28. As a direct result of Defendant SCHULTE's breach of its duty of care (including that of its agents/employees for which it is responsible under *respondeat superior*), Plaintiff AMRIT KAUR, while exercising due care for her own safety, suffered personal injuries when she slipped and fell on the slippery surface of the shower floor at the Subject Resort.
29. As a direct and proximate result of the above-described negligence of Defendant SCHULTE, Plaintiff AMRIT KAUR has suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and/or an aggravation of a pre-existing condition. Plaintiff AMRIT KAUR has also suffered a loss of income and earning capacity. The losses are either permanent or continuing in nature and Plaintiff AMRIT KAUR will suffer these losses in the future.

WHEREFORE, Plaintiff AMRIT KAUR sues Defendant SCHULTE and demands judgment for compensatory damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

**COUNT II – PLAINTIFF AMRIT KAUR'S NEGLIGENCE CLAIM AGAINST
DEFENDANT WATERSTONE**

30. Paragraphs one (1) through eighteen (18) and twenty (20) through twenty-nine (29) are adopted and realleged as though fully stated herein.
31. At all material times, Defendant WATERSTONE, as owner and operator of the Subject Resort, had a right to control the Subject Room, including the Subject Shower.

32. At all material times, Defendant WATERSTONE had a non-delegable duty to maintain the Subject Resort, which included Subject Shower, in a reasonably safe condition and had a duty to exercise reasonable care to protect against unreasonable risk(s) of harm so that guests and/or invitees, such as Plaintiffs, could safely use the Subject Shower without injury.
33. At all material times, Defendant WATERSTONE had a duty to provide warning of any dangerous condition(s) which it had and/or should have had knowledge of greater than that of Plaintiffs.
34. On or about April 2, 2024, Plaintiff AMRIT KAUR, while exercising due care for her own safety, was attempting to use the Subject Shower, and with no warning, when the shower floor got wet, it became dangerously slippery. Unfortunately, as soon as the floor of the Subject Shower became wet, she slipped and fell, severely injuring herself. At the time Plaintiff AMRIT KAUR fell, there were no warnings provided such that Plaintiff AMRIT KAUR could not appreciate the unexpected danger, and there were no slip-resistant mats or other anti-slip surfaces to protect guests from the dangerously slippery shower floor.
35. At all material times, the unwarned of slippery shower floor constituted an unreasonably dangerous condition and potential slipping hazard.
36. Plaintiff AMRIT KAUR was not, prior to this slip and fall, provided any warning of the unreasonably dangerous condition(s) and potential slipping hazard, as stated above, of which Defendant WATERSTONE had and/or should have had knowledge greater than that of Plaintiff AMRIT KAUR.
37. At all material times, Defendant WATERSTONE, through its agents and/or employees, either created the unreasonably dangerous condition(s) or had actual and/or constructive knowledge (as the condition existed for sufficient time that Defendant WATERSTONE should have

known) of the unreasonably dangerous condition(s) described above and/or should have anticipated that the unwarned of slippery shower floor constituted an unreasonable risk of harm to guests and/or invitees, such as Plaintiff AMRIT KAUR. Furthermore, the nature of the slippery shower floor was such that it was not readily apparent despite Plaintiff AMRIT KAUR's use of due care, and Defendant WATERSTONE was in a better position to know of the dangerous condition(s) than Plaintiff AMRIT KAUR.

38. At all material times, Defendant SCHULTE breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 27 herein, for which Defendant WATERSTONE is liable based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.
39. Defendant WATERSTONE is liable for its own negligence, and it is also vicariously liable for the negligence of Defendant SCHULTE.
40. Defendant WATERSTONE breached its duty of care in one or more of the following respects, any one of which constitutes a departure from the acceptable, reasonable standard of care:
 - a. By failing to maintain the Subject Shower in a reasonably safe condition;
 - b. By failing to regularly inspect the Subject Shower;
 - c. By failing to adequately warn of the dangerous and/or unsafe condition(s);
 - d. By failing to adequately staff the Subject Resort to be able to supply, train, supervise, inspect, and/or maintain it in a reasonably safe condition;
 - e. By failing to correct and/or remove the dangerous and/or unsafe condition(s);
 - f. By failing to ensure there was adequate and/or functional slip-resistant standing surfaces in the Subject Shower;

- g. Upon information and belief, by failing to maintain the Subject Room in accordance with the applicable building codes and regulations and safety codes, including without limitation:
- i. the Palm Beach County Code of Ordinances;
 - ii. Standard Building Code;
 - iii. ANSI Standard A117.1;
 - iv. Florida Accessibility Code for Building Construction;
 - v. Florida Building Code; NFPA 101;
 - vi. Life Safety Code; and
 - vii. ASTM F1637 Standard Practice for Safe Walking Surfaces; and/or
- h. By failing to exercise reasonable care under all of the relevant surrounding circumstances.
41. As a direct result of Defendant WATERSTONE'S breach of its duty of care (including that of its agents/employees for which it is responsible under *respondeat superior*), Plaintiff AMRIT KAUR, while exercising due care for her own safety, suffered personal injuries when she slipped and fell on the slippery surface of the shower floor at the Subject Resort.
42. As a direct and proximate result of the above-described negligence, for which Defendant WATERSTONE is liable, Plaintiff AMRIT KAUR has suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and/or an aggravation of a pre-existing condition. Plaintiff AMRIT KAUR has also suffered a loss of income and earning capacity. The losses are either permanent or continuing in nature and Plaintiff AMRIT KAUR will suffer these losses in the future.

WHEREFORE, Plaintiff AMRIT KAUR sues Defendant WATERSTONE and demands judgment for compensatory damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

**COUNT III – PLAINTIFF AMRIT KAUR'S NEGLIGENCE CLAIM
AGAINST DEFENDANT ROCKPOINT**

43. Plaintiff AMRIT KAUR adopts and realleges paragraphs one (1) through eighteen (18) and twenty (20) through twenty-nine (29) and thirty-one (31) through forty-two (42) as though fully stated herein.
44. At all material times, Defendant ROCKPOINT, as owner and parent company of Defendant WATERSTONE, had a right to control the Subject Resort, including the Subject Shower.
45. At all material times, Defendant ROCKPOINT had a non-delegable duty to maintain the Subject Resort, which included Subject Shower, in a reasonably safe condition and had a duty to exercise reasonable care to protect against unreasonable risk(s) of harm so that guests and/or invitees, such as Plaintiffs, could safely use the Subject Shower without injury.
46. At all material times, Defendant ROCKPOINT had a duty to provide warning of any dangerous condition(s) which it had and/or should have had knowledge of greater than that of Plaintiffs.
47. On or about April 2, 2024, Plaintiff AMRIT KAUR, while exercising due care for her own safety, was attempting to use the Subject Shower, and with no warning, when the shower floor got wet, it became dangerously slippery. Unfortunately, as soon as the floor of the Subject

Shower became wet, she slipped and fell, severely injuring herself. At the time Plaintiff AMRIT KAUR fell, there were no warnings provided such that Plaintiff AMRIT KAUR could not appreciate the unexpected danger, and there were no slip-resistant mats or other anti-slip surfaces to protect guests from the dangerously slippery shower floor.

48. At all material times, the unwarned of slippery shower floor constituted an unreasonably dangerous condition and potential slipping hazard.
49. Plaintiff AMRIT KAUR was not, prior to this slip and fall, provided any warning of the unreasonably dangerous condition(s) and potential slipping hazard, as stated above, of which Defendant ROCKPOINT had and/or should have had knowledge greater than that of Plaintiff AMRIT KAUR.
50. At all material times, Defendant ROCKPOINT, through its agents and/or employees, either created the unreasonably dangerous condition(s) or had actual and/or constructive knowledge (as the condition existed for sufficient time that Defendant ROCKPOINT should have known) of the unreasonably dangerous condition(s) described above and/or should have anticipated that the unwarned of slippery shower floor constituted an unreasonable risk of harm to guests and/or invitees, such as Plaintiff AMRIT KAUR. Furthermore, the nature of the slippery shower floor was such that it was not readily apparent despite Plaintiff AMRIT KAUR's use of due care, and Defendant ROCKPOINT was in a better position to know of the dangerous condition(s) than Plaintiff AMRIT KAUR.
51. At all material times, Defendant SCHULTE breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 27 herein, for which Defendant ROCKPOINT is liable based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.

52. At all material times, Defendant WATERSTONE breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 40 herein, for which Defendant ROCKPOINT is liable based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.
53. Defendant ROCKPOINT is liable for its own negligence, and it is also vicariously liable for the negligence of Defendant SCHULTE and Defendant WATERSTONE.
54. Defendant ROCKPOINT breached its duty of care in one or more of the following respects, any one of which constitutes a departure from the acceptable, reasonable standard of care:
- a. By failing to maintain the Subject Shower in a reasonably safe condition;
 - b. By failing to regularly inspect the Subject Shower;
 - c. By failing to adequately warn of the dangerous and/or unsafe condition(s);
 - d. By failing to adequately staff the Subject Resort to be able to supply, train, supervise, inspect, and/or maintain it in a reasonably safe condition;
 - e. By failing to correct and/or remove the dangerous and/or unsafe condition(s);
 - f. By failing to ensure there was adequate and/or functional slip-resistant standing surfaces in the Subject Shower;
 - g. Upon information and belief, by failing to maintain the Subject Room in accordance with the applicable building codes and regulations and safety codes, including without limitation:
 - i. the Palm Beach County Code of Ordinances;
 - ii. Standard Building Code;
 - iii. ANSI Standard A117.1;
 - iv. Florida Accessibility Code for Building Construction;

- v. Florida Building Code; NFPA 101;
 - vi. Life Safety Code; and
 - vii. ASTM F1637 Standard Practice for Safe Walking Surfaces; and/or
- h. By failing to exercise reasonable care under all of the relevant surrounding circumstances.
55. As a direct result of Defendant ROCKPOINT'S breach of its duty of care (including that of its agents/employees for which it is responsible under *respondeat superior*), Plaintiff AMRIT KAUR, while exercising due care for her own safety, suffered personal injuries when she slipped and fell on the slippery surface of the shower floor at the Subject Resort.
56. As a direct and proximate result of the above-described negligence, for which Defendant ROCKPOINT is liable, Plaintiff AMRIT KAUR has suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and/or an aggravation of a pre-existing condition. Plaintiff AMRIT KAUR has also suffered a loss of income and earning capacity. The losses are either permanent or continuing in nature and Plaintiff AMRIT KAUR will suffer these losses in the future.

WHEREFORE, Plaintiff AMRIT KAUR sues Defendant ROCKPOINT and demands judgment for compensatory damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

COUNT IV – PLAINTIFF AMRIT KAUR’S NEGLIGENCE CLAIM
AGAINST DEFENDANT NEWBOND

57. Plaintiff AMRIT KAUR adopts and realleges paragraphs one (1) through eighteen (18) and twenty (20) through twenty-nine (29) and thirty-one (31) through forty-two (42) and forty-four (44) through fifty-six (56) as though fully stated herein.
58. At all material times, Defendant NEWBOND, as owner and parent company of Defendant WATERSTONE and/or Defendant ROCKPOINT, had a right to control the Subject Resort, including the Subject Shower.
59. At all material times, Defendant NEWBOND had a non-delegable duty to maintain the Subject Resort, which included Subject Shower, in a reasonably safe condition and had a duty to exercise reasonable care to protect against unreasonable risk(s) of harm so that guests and/or invitees, such as Plaintiffs, could safely use the Subject Shower without injury.
60. At all material times, Defendant NEWBOND had a duty to provide warning of any dangerous condition(s) which it had and/or should have had knowledge of greater than that of Plaintiffs.
61. On or about April 2, 2024, Plaintiff AMRIT KAUR, while exercising due care for her own safety, was attempting to use the Subject Shower, and with no warning, when the shower floor got wet, it became dangerously slippery. Unfortunately, as soon as the floor of the Subject Shower became wet, she slipped and fell, severely injuring herself. At the time Plaintiff AMRIT KAUR fell, there were no warnings provided such that Plaintiff AMRIT KAUR could not appreciate the unexpected danger, and there were no slip-resistant mats or other anti-slip surfaces to protect guests from the dangerously slippery shower floor.

62. At all material times, the unwarned of slippery shower floor constituted an unreasonably dangerous condition and potential slipping hazard.
63. Plaintiff AMRIT KAUR was not, prior to this slip and fall, provided any warning of the unreasonably dangerous condition(s) and potential slipping hazard, as stated above, of which Defendant NEWBOND had and/or should have had knowledge greater than that of Plaintiff AMRIT KAUR.
64. At all material times, Defendant NEWBOND, through its agents and/or employees, either created the unreasonably dangerous condition(s) or had actual and/or constructive knowledge (as the condition existed for sufficient time that Defendant NEWBOND should have known) of the unreasonably dangerous condition(s) described above and/or should have anticipated that the unwarned of slippery shower floor constituted an unreasonable risk of harm to guests and/or invitees, such as Plaintiff AMRIT KAUR. Furthermore, the nature of the slippery shower floor was such that it was not readily apparent despite Plaintiff AMRIT KAUR's use of due care, and Defendant NEWBOND was in a better position to know of the dangerous condition(s) than Plaintiff AMRIT KAUR.
65. At all material times, Defendant SCHULTE breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 27 herein, for which Defendant NEWBOND is liable based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.
66. At all material times, Defendant WATERSTONE breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 40 herein, for which Defendant NEWBOND is liable based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.

67. At all material times, Defendant ROCKPOINT breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 54 herein, for which Defendant NEWBOND is liable based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.
68. Defendant NEWBOND is liable for its own negligence, and it is also vicariously liable for the negligence of Defendant SCHULTE, Defendant WATERSTONE, and Defendant ROCKPOINT.
69. Defendant NEWBOND breached its duty of care in one or more of the following respects, any one of which constitutes a departure from the acceptable, reasonable standard of care:
- a. By failing to maintain the Subject Shower in a reasonably safe condition;
 - b. By failing to regularly inspect the Subject Shower;
 - c. By failing to adequately warn of the dangerous and/or unsafe condition(s);
 - d. By failing to adequately staff the Subject Resort to be able to supply, train, supervise, inspect, and/or maintain it in a reasonably safe condition;
 - e. By failing to correct and/or remove the dangerous and/or unsafe condition(s);
 - f. By failing to ensure there was adequate and/or functional slip-resistant standing surfaces in the Subject Shower;
 - g. Upon information and belief, by failing to maintain the Subject Room in accordance with the applicable building codes and regulations and safety codes, including without limitation:
 - i. the Palm Beach County Code of Ordinances;
 - ii. Standard Building Code;
 - iii. ANSI Standard A117.1;

- iv. Florida Accessibility Code for Building Construction;
 - v. Florida Building Code; NFPA 101;
 - vi. Life Safety Code; and
 - vii. ASTM F1637 Standard Practice for Safe Walking Surfaces; and/or
- h. By failing to exercise reasonable care under all of the relevant surrounding circumstances.
70. As a direct result of Defendant NEWBOND'S breach of its duty of care (including that of its agents/employees for which it is responsible under *respondeat superior*), Plaintiff AMRIT KAUR, while exercising due care for her own safety, suffered personal injuries when she slipped and fell on the slippery surface of the shower floor at the Subject Resort.
71. As a direct and proximate result of the above-described negligence, for which Defendant NEWBOND is liable, Plaintiff AMRIT KAUR has suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and/or an aggravation of a pre-existing condition. Plaintiff AMRIT KAUR has also suffered a loss of income and earning capacity. The losses are either permanent or continuing in nature and Plaintiff AMRIT KAUR will suffer these losses in the future.

WHEREFORE, Plaintiff AMRIT KAUR sues Defendant NEWBOND and demands judgment for compensatory damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

**COUNT V – PLAINTIFF AMRIT KAUR’S NEGLIGENCE CLAIM
AGAINST DEFENDANT NEWBOND II**

72. Plaintiff AMRIT KAUR adopts and realleges paragraphs one (1) through eighteen (18) and twenty (20) through twenty-nine (29) and thirty-one (31) through forty-two (42) and forty-four (44) through fifty-six (56) and fifty-eight (58) through seventy-one (71) as though fully stated herein.
73. At all material times, Defendant NEWBOND II, as owner and parent company of Defendant WATERSTONE, Defendant ROCKPOINT, and/or Defendant NEWBOND, had a right to control the Subject Resort, including the Subject Shower.
74. At all material times, Defendant NEWBOND II had a non-delegable duty to maintain the Subject Resort, which included Subject Shower, in a reasonably safe condition and had a duty to exercise reasonable care to protect against unreasonable risk(s) of harm so that guests and/or invitees, such as Plaintiffs, could safely use the Subject Shower without injury.
75. At all material times, Defendant NEWBOND II had a duty to provide warning of any dangerous condition(s) which it had and/or should have had knowledge of greater than that of Plaintiffs.
76. On or about April 2, 2024, Plaintiff AMRIT KAUR, while exercising due care for her own safety, was attempting to use the Subject Shower, and with no warning, when the shower floor got wet, it became dangerously slippery. Unfortunately, as soon as the floor of the Subject Shower became wet, she slipped and fell, severely injuring herself. At the time Plaintiff AMRIT KAUR fell, there were no warnings provided such that Plaintiff AMRIT KAUR

could not appreciate the unexpected danger, and there were no slip-resistant mats or other anti-slip surfaces to protect guests from the dangerously slippery shower floor.

77. At all material times, the unwarned of slippery shower floor constituted an unreasonably dangerous condition and potential slipping hazard.
78. Plaintiff AMRIT KAUR was not, prior to this slip and fall, provided any warning of the unreasonably dangerous condition(s) and potential slipping hazard, as stated above, of which Defendant NEWBOND II had and/or should have had knowledge greater than that of Plaintiff AMRIT KAUR.
79. At all material times, Defendant NEWBOND II, through its agents and/or employees, either created the unreasonably dangerous condition(s) or had actual and/or constructive knowledge (as the condition existed for sufficient time that Defendant NEWBOND II should have known) of the unreasonably dangerous condition(s) described above and/or should have anticipated that the unwarned of slippery shower floor constituted an unreasonable risk of harm to guests and/or invitees, such as Plaintiff AMRIT KAUR. Furthermore, the nature of the slippery shower floor was such that it was not readily apparent despite Plaintiff AMRIT KAUR's use of due care, and Defendant NEWBOND II was in a better position to know of the dangerous condition(s) than Plaintiff AMRIT KAUR.
80. At all material times, Defendant SCHULTE breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 27 herein, for which Defendant NEWBOND II is liable based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.
81. At all material times, Defendant WATERSTONE breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 40 herein, for which Defendant NEWBOND II is liable

based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.

82. At all material times, Defendant ROCKPOINT breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 54 herein, for which Defendant NEWBOND II is liable based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.
83. At all material times, Defendant NEWBOND breached its duty of care to Plaintiff AMRIT KAUR, as outlined in paragraph 69 herein, for which Defendant NEWBOND II is liable based upon the principles of respondeat superior and vicarious liability as the owner of the Subject Resort.
84. Defendant NEWBOND II is liable for its own negligence, and it is also vicariously liable for the negligence of Defendant SCHULTE, Defendant WATERSTONE, Defendant ROCKPOINT, and Defendant NEWBOND.
85. Defendant NEWBOND II breached its duty of care in one or more of the following respects, any one of which constitutes a departure from the acceptable, reasonable standard of care:
- a. By failing to maintain the Subject Shower in a reasonably safe condition;
 - b. By failing to regularly inspect the Subject Shower;
 - c. By failing to adequately warn of the dangerous and/or unsafe condition(s);
 - d. By failing to adequately staff the Subject Resort to be able to supply, train, supervise, inspect, and/or maintain it in a reasonably safe condition;
 - e. By failing to correct and/or remove the dangerous and/or unsafe condition(s);
 - f. By failing to ensure there was adequate and/or functional slip-resistant standing surfaces in the Subject Shower;

- g. Upon information and belief, by failing to maintain the Subject Room in accordance with the applicable building codes and regulations and safety codes, including without limitation:
- i. the Palm Beach County Code of Ordinances;
 - ii. Standard Building Code;
 - iii. ANSI Standard A117.1;
 - iv. Florida Accessibility Code for Building Construction;
 - v. Florida Building Code; NFPA 101;
 - vi. Life Safety Code; and
 - vii. ASTM F1637 Standard Practice for Safe Walking Surfaces; and/or
- h. By failing to exercise reasonable care under all of the relevant surrounding circumstances.
86. As a direct result of Defendant NEWBOND II's breach of its duty of care (including that of its agents/employees for which it is responsible under *respondeat superior*), Plaintiff AMRIT KAUR, while exercising due care for her own safety, suffered personal injuries when she slipped and fell on the slippery surface of the shower floor at the Subject Resort.
87. As a direct and proximate result of the above-described negligence, for which Defendant NEWBOND II is liable, Plaintiff AMRIT KAUR has suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, and/or an aggravation of a pre-existing condition. Plaintiff AMRIT KAUR has also suffered a loss of income and earning capacity. The losses are either permanent or continuing in nature and Plaintiff AMRIT KAUR will suffer these losses in the future.

WHEREFORE, Plaintiff AMRIT KAUR sues Defendant NEWBOND II and demands judgment for compensatory damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

COUNT VI – LOSS OF CONSORTIUM CLAIM OF PLAINTIFF LAKHBIR SINGH
AGAINST DEFENDANT SCHULTE

88. Plaintiff LAKHBIR SINGH adopts and realleges paragraphs one (1) through eighteen (18) and twenty (20) through twenty-nine (29) as though fully stated herein.
89. As a further direct and proximate result of the carelessness and/or negligence of Defendant SCHULTE, Plaintiff LAKHBIR SINGH has been denied and will in the future be denied the society, companionship, benefit, consortium, and services of his wife, Plaintiff AMRIT KAUR.

WHEREFORE, Plaintiff LAKHBIR SINGH sues Defendant SCHULTE, and demands judgment for compensatory damages and consequential damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

COUNT VII – LOSS OF CONSORTIUM CLAIM OF PLAINTIFF LAKHBIR SINGH
AGAINST DEFENDANT WATERSTONE

90. Plaintiff LAKHBIR SINGH adopts and realleges paragraphs one (1) through eighteen (18) and thirty-one (31) through forty-two (42) as though fully stated herein.
91. As a further direct and proximate result of the carelessness and/or negligence of Defendant WATERSTONE, Plaintiff LAKHBIR SINGH has been denied and will in the future be denied the society, companionship, benefit, consortium, and services of his wife, Plaintiff AMRIT KAUR.

WHEREFORE, Plaintiff LAKHBIR SINGH sues Defendant WATERSTONE, and demands judgment for compensatory damages and consequential damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

COUNT VIII – LOSS OF CONSORTIUM CLAIM OF PLAINTIFF LAKHBIR SINGH
AGAINST DEFENDANT ROCKPOINT

92. Plaintiff LAKHBIR SINGH adopts and realleges paragraphs one (1) through eighteen (18) and forty-four (44) through fifty-six (56) as though fully stated herein.

93. As a further direct and proximate result of the carelessness and/or negligence of Defendant ROCKPOINT, Plaintiff LAKHBIR SINGH has been denied and will in the future be denied the society, companionship, benefit, consortium, and services of his wife, Plaintiff AMRIT KAUR.

WHEREFORE, Plaintiff LAKHBIR SINGH sues Defendant ROCKPOINT, and demands judgment for compensatory damages and consequential damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

COUNT IX – LOSS OF CONSORTIUM CLAIM OF PLAINTIFF LAKHBIR SINGH
AGAINST DEFENDANT NEWBOND

94. Plaintiff LAKHBIR SINGH adopts and realleges paragraphs one (1) through eighteen (18) and fifty-eight (58) through seventy-one (71) as though fully stated herein.

95. As a further direct and proximate result of the carelessness and/or negligence of Defendant NEWBOND, Plaintiff LAKHBIR SINGH has been denied and will in the future be denied the society, companionship, benefit, consortium, and services of his wife, Plaintiff AMRIT KAUR.

WHEREFORE, Plaintiff LAKHBIR SINGH sues Defendant NEWBOND, and demands judgment for compensatory damages and consequential damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

COUNT X – LOSS OF CONSORTIUM CLAIM OF PLAINTIFF LAKHBIR SINGH
AGAINST DEFENDANT NEWBOND II

96. Plaintiff LAKHBIR SINGH adopts and realleges paragraphs one (1) through eighteen (18) and seventy-three (73) through eighty-seven (87) as though fully stated herein.
97. As a further direct and proximate result of the carelessness and/or negligence of Defendant NEWBOND II, Plaintiff LAKHBIR SINGH has been denied and will in the future be denied the society, companionship, benefit, consortium, and services of his wife, Plaintiff AMRIT KAUR.

WHEREFORE, Plaintiff LAKHBIR SINGH sues Defendant NEWBOND II, and demands judgment for compensatory damages and consequential damages in excess of the minimum jurisdictional limits of this Honorable Court of Fifty Thousand Dollars (\$50,000.00), including interest on all liquidated damages, attorneys' fees pursuant to any applicable offer of judgment statute and/or rule, taxable costs, and demands trial by jury of all issues so triable as a matter of right.

In compliance with Rule 2.516, all pleadings in this cause shall be served on the undersigned by E-mail to rsohl@WaitNoMoreCall1234.com

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues so triable as a matter of right.

DATED: March 31, 2026



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