

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

ROSEMARY SARDELLI,

CASE NO:

Plaintiff,

TRIAL BY JURY DEMANDED

vs.

AVALON ESTATES OF BOYNTON
BEACH HOMEOWNERS ASSOCIATION,
INC., MARK DOOLEY, individually, and
PERRY SINETT, INC.,

Defendants.

_____ /

COMPLAINT

COMES NOW the Plaintiff, ROSEMARY SARDELLI, by and through the undersigned counsel, and sues the Defendants AVALON ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., MARK DOOLEY, individually, and PERRY SINETT, INC., and in support thereof alleges:

1. This is an action for damages in excess of the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00), exclusive of interest and costs.
2. At all material times hereto, Plaintiff, ROSEMARY SARDELLI, was and is a resident of Suffolk County, New York.
3. At all times material hereto, Defendant, AVALON ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC. (hereinafter "AVALON ESTATES"), was and is a Florida corporation owning, operating, managing, and/or controlling the real property and tennis court facilities located at 12206 Oakvista Dr, Boynton Beach, FL 33437.

4. At all material times hereto, Defendant, MARK DOOLEY, was an individual residing in Palm Beach County, Florida, who was employed by and/or acting as an agent of Perry Sinett, Inc. as a tennis instructor, and who conducted the tennis lesson with Plaintiff on the date of the incident.
5. At all times material hereto, Defendant PERRY SINETT, INC. was and is a Florida corporation engaged in the business of providing professional tennis instruction and is vicariously liable for the negligent acts and omissions of its employee and/or agent, MARK DOOLEY, committed within the course and scope of his employment and/or agency.
6. Venue is proper in Palm Beach County, Florida, because the incident occurred in Palm Beach County, Florida.
7. On or about May 30, 2025, Plaintiff, ROSEMARY SARDELLI, was a lawful invitee on the tennis courts located within AVALON ESTATES, utilizing the facilities for their intended and foreseeable purpose, participating in a paid tennis lesson conducted by Defendant MARK DOOLEY, acting within the course and scope of his employment and/or agency with Defendant, PERRY SINETT, INC.
8. On that date, the tennis court surface contained uneven and unmaintained, defective crushed stone clay (also known as Har-Tru), creating a hazardous condition for any person using the court.
9. Despite these hazardous conditions, the court remained open and in active use, with no warnings, signage, cones, barriers, or other restrictions to alert users of the dangerous condition.

10. While participating in her lesson as instructed, ROSEMARY SARDELLI's foot became caught in the uneven, defective crushed stone clay. The irregular, defective surface caused her foot to abruptly catch, resulting in a sudden loss of balance and a violent fall.
11. As a direct and proximate result of the Defendants' negligence, ROSEMARY SARDELLI sustained serious and permanent bodily injuries, has suffered and continues to suffer pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, and has incurred and will continue to incur medical and related expenses.

COUNT I — NEGLIGENCE (PREMISES LIABILITY)
AGAINST DEFENDANT AVALON ESTATES

Plaintiff realleges and incorporates paragraphs 1 through 11 as if fully set forth herein.

12. At all times material hereto, AVALON ESTATES owned, operated, managed, and/or controlled the tennis court premises on which the incident occurred.
13. At all times material hereto, Plaintiff, ROSEMARY SARDELLI, was a lawful invitee on the premises, utilizing the tennis courts for their intended and foreseeable purpose.
14. Defendant, AVALON ESTATES, owed ROSEMARY SARDELLI a non-delegable duty to maintain its premises, including the tennis courts, in a reasonably safe condition, and to correct or warn of any dangerous conditions that it knew or should have known existed through the exercise of reasonable care.
15. Defendant, AVALON ESTATES, breached its duty of care in one or more of the following ways: a. Failing to maintain the tennis court surface in a reasonably safe condition; b. Permitting the tennis court to remain open and in active use while the surface contained uneven, defective crushed stone clay; c. Failing to inspect the tennis court for hazardous conditions; d. Failing to repair or remediate the uneven, defective crushed stone clay on the court surface; e. Failing to warn invitees, including ROSEMARY SARDELLI, of the hazardous surface

conditions; f. Failing to place signage, cones, barriers, or other warnings to alert court users of the dangerous condition; and g. Failing to close the court until the hazardous conditions were corrected.

16. The dangerous condition of the court was not open and obvious under the circumstances. The Plaintiff, ROSEMARY SARDELLI reasonably relied upon the expectation that a designated tennis court, particularly one actively used for paid instruction, would be properly maintained and safe for play.

17. Defendant, AVALON ESTATES, knew or should have known of the hazardous condition. Crushed stone clay surfaces are the type of recurring conditions that require routine inspection and maintenance. Tennis courts, by their nature, demand heightened attention because users are expected to move quickly, pivot, and move backward without constantly looking downward at the surface.

18. The duty to maintain premises in a reasonably safe condition is non-delegable and cannot be avoided by outsourcing instruction or permitting third parties to conduct lessons on unsafe premises. Moreover, AVALON ESTATES derived a benefit from allowing paid lessons to occur on its courts, reinforcing its obligation to ensure those courts were safe for their intended use.

19. As a direct and proximate result of AVALON ESTATES' negligence, Plaintiff, ROSEMARY SARDELLI, has suffered bodily injury, resulting in pain and suffering, disfigurement, mental anguish, loss of capacity for the enjoyment of life, lost wages and earning capacity, expenses of hospitalization and medical treatment, and aggravation of pre-existing condition(s). These said losses are either permanent and/or continuing in nature and the Plaintiff will suffer such losses in the future.

WHEREFORE, Plaintiff, ROSEMARY SARDELLI, demands Judgment for damages against the Defendant, AVALON ESTATES, and all such other relief as this Honorable Court deems just and equitable. The Plaintiff demands trial by jury of all issues so triable as of right by a jury.

COUNT II — NEGLIGENCE
AGAINST DEFENDANT MARK DOOLEY, INDIVIDUALLY

Plaintiff realleges and incorporates paragraphs 1 through 11 as if fully set forth herein.

20. At all times material hereto, Defendant MARK DOOLEY was a tennis instructor employed by and/or acting as an agent of PERRY SINETT, INC., and was conducting a paid tennis lesson with Plaintiff ROSEMARY SARDELLI on the date of the incident.
21. As a tennis instructor conducting a paid lesson, MARK DOOLEY owed ROSEMARY SARDELLI a duty to exercise reasonable care in conducting the lesson and in ensuring that the conditions under which instruction was provided were reasonably safe, including the following specific duties: a. To inspect the playing surface prior to and during instruction; b. To refrain from conducting lessons under unsafe surface conditions; c. To warn students of known or reasonably discoverable hazards; and d. To modify, suspend, or relocate instruction when court conditions presented an unreasonable risk of harm to the student.
22. On the date of the incident, the tennis court surface contained uneven, defective crushed stone clay. These conditions were readily observable upon reasonable inspection and posed a foreseeable hazard to any player on the court.
23. Despite these hazardous conditions, Defendant MARK DOOLEY proceeded with the lesson and directed ROSEMARY SARDELLI to perform drills.
24. Defendant MARK DOOLEY breached his duty of care in one or more of the following ways:
 - a. Failing to inspect the court surface prior to and during the lesson; b. Failing to recognize and

appreciate the dangerous condition presented by the uneven, defective crushed stone clay; c. Proceeding with instruction under conditions that posed an unreasonable and foreseeable risk of harm; d. Directing ROSEMARY SARDELLI to perform active movement drills, including backward footwork, on a defective court surface; e. Failing to warn ROSEMARY SARDELLI of the hazardous surface conditions; f. Failing to modify the lesson to avoid movements that increased the risk of injury given the court's condition; and g. Failing to suspend or relocate the lesson when conditions were unsafe for active play.

25. Plaintiff, ROSEMARY SARDELLI, reasonably relied upon her instructor's professional judgment that the court was safe for play. A student participating in a paid lesson is entitled to depend upon the instructor's superior knowledge and experience regarding appropriate playing conditions.

26. A reasonably prudent tennis professional in the same or similar circumstances would have postponed the lesson, relocated to a safer court, or at minimum warned the student of the heightened risk.

27. As a result, the Plaintiff, ROSEMARY SARDELLI, has suffered bodily injury, resulting in pain and suffering, disfigurement, mental anguish, loss of capacity for the enjoyment of life, lost wages and earning capacity, expenses of hospitalization and medical treatment, and aggravation of pre-existing condition(s). These said losses are either permanent and/or continuing in nature and the Plaintiff will suffer such losses in the future.

WHEREFORE, Plaintiff, ROSEMARY SARDELLI, demands Judgment for damages against the Defendant, MARK DOOLEY, and all such other relief as this Honorable Court deems just and equitable. The Plaintiff demands trial by jury of all issues so triable as of right by a jury.

COUNT III — VICARIOUS LIABILITY / NEGLIGENCE
AGAINST DEFENDANT PERRY SINETT, INC.

Plaintiff realleges and incorporates paragraphs 1 through 11 as if fully set forth herein.

28. At all times material hereto, Defendant MARK DOOLEY was employed by and/or acting as an agent of PERRY SINETT, INC. and was conducting the tennis lesson with ROSEMARY SARDELLI within the course and scope of that employment and/or agency.
29. Defendant, PERRY SINETT, INC., is vicariously liable for the negligent acts and omissions of MARK DOOLEY under the doctrine of respondeat superior.
30. In addition, PERRY SINETT, INC. independently owed a duty of reasonable care to ROSEMARY SARDELLI as the entity operating the tennis instruction business, including the duty to: a. Hire, train, and supervise qualified instructors capable of recognizing and responding to hazardous court conditions; b. Establish and enforce policies and procedures for the inspection of court surfaces prior to and during instruction; c. Establish and enforce protocols for suspending, modifying, or relocating lessons when court conditions are unsafe; and d. Ensure that instructors operating under its name and on its behalf exercised reasonable care for the safety of students.
31. Defendant, PERRY SINETT, INC., breached its duties by failing to implement adequate safety protocols, failing to adequately train and supervise MARK DOOLEY, and by virtue of MARK DOOLEY's negligent conduct as set forth in Count II, for which PERRY SINETT, INC. is vicariously liable.
32. As a result of the negligence of PERRY SINETT, INC., both directly and vicariously, the Plaintiff, ROSEMARY SARDELLI, has suffered bodily injury, resulting in pain and suffering, disfigurement, mental anguish, loss of capacity for the enjoyment of life, lost wages and earning capacity, expenses of hospitalization and medical treatment, and aggravation of pre-

existing condition(s). These said losses are either permanent and/or continuing in nature and the Plaintiff will suffer such losses in the future.

WHEREFORE, Plaintiff, ROSEMARY SARDELLI, demands Judgment for damages against the Defendant, PERRY SINETT, INC., and all such other relief as this Honorable Court deems just and equitable. The Plaintiff demands trial by jury of all issues so triable as of right by a jury.

DATED THIS 6th day of May, 2026.

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