

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

MYRON ITELD and MARSHA
ITELD,

CASE NO.:

Plaintiffs,

v.

KC BOYNTON, LLC,

Defendant.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Myron Iteld and Marsha Iteld sue Defendant KC Boynton, LLC, and state as follows:

1. This is an action for damages in excess of \$50,000.00, exclusive of costs, interest, and attorney's fees.¹
2. At all times material to this action, Plaintiff Myron Iteld was a resident of Palm Beach County, Florida.
3. At all times material to this action, Plaintiff Marsha Iteld was the lawful spouse of Myron Iteld and a resident of Palm Beach County, Florida.
4. At all times material to this action, Defendant KC Boynton, LLC, a Florida Limited Liability Company, with its principal place of business in Florida, owned, possessed, controlled, maintained, operated, or was otherwise responsible for the condition of the grocery store known commercially as KC Market at 3775 Woolbright Road, Boynton Beach, Florida 33436 (the "Premises").

¹. In filing this Complaint Plaintiff's counsel was required to and did file a Civil Cover Sheet that selected from among several ranges of an "estimated amount of the claim," that selected range of estimated damages is for data collection and clerical processing purposes only, and not based on any other factors, such as, for example only, insurance coverage or removal jurisdiction. Plaintiff has demanded a trial by jury; therefore, the amount of damages in this action will be decided by the jury in compliance with Article I, Section 21, Florida Constitution.

5. Venue is proper because the negligent acts and omissions upon which this action proceeds took place in Palm Beach County, Florida.

6. On or about September 19, 2025, Plaintiff Myron Iteld was an invitee and customer shopping at the Premises.

7. Before entering the store, Plaintiff Myron Iteld observed a KC Market branded delivery truck parked at the curb of the public entrance to the Premises unloading movable racks of baked goods to be sold in the store.

8. It had rained earlier that day, and Plaintiff Myron Iteld observed that a mat was present on the floor in the vestibule between the exterior doors and the interior door leading to the main shopping area. Plaintiff Myron Iteld wiped his sneakers on the mat prior to continuing through the vestibule toward the interior door to the main shopping area.

9. As Plaintiff Myron Iteld proceeded through the vestibule area, he tripped and fell to the ground, landing on his left arm and shoulder

10. Plaintiff Myron Iteld suffered serious injuries as a result of this fall, including a left proximal humerus fracture.

11. While on the ground yelling out in pain, Plaintiff Myron Iteld observed that an empty movable rack stood unattended in the vestibule immediately adjacent to a crumpled area of the mat. Upon information and belief, Plaintiff Myron Iteld tripped over the crumpled area of the mat.

12. Defendant KC Boynton, LLC is in possession of video depicting this fall, which video will or may further illuminate the circumstances of the fall. Despite request, Defendant KC Boynton, LLC has declined to produce the video depicting Plaintiff Myron Iteld's fall.

13. On information and belief, the subject mat was placed in an area or manner that rendered it unreasonably dangerous.

14. On information and belief, the subject mat was crumpled due to unsafe loading, unloading, or stocking activity taking place on the Premises and through the front, public entrance during business hours.

15. At all times material, Defendant KC Boynton, LLC, by and through its agents, representatives, servants, and employees, had a duty, including a non-delegable duty, to their patrons, customers, and invitees to operate the business in a safe and reasonable manner and maintain the Premises in a condition that is reasonably safe for invitees.

16. At the time of this incident, the Premises was not in a reasonably safe condition.

17. As a result of the unsafe condition of the Premises, Plaintiff Myron Iteld suffered injuries and has incurred losses, both economic and non-economic.

18. All conditions precedent to the initiation of this action have been met or waived.

COUNT I- NEGLIGENCE (BY PLAINTIFF MYRON ITELD)

19. Plaintiff Myron Iteld re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 18, above, and further alleges:

20. At all times material, Defendant KC Boynton, LLC, by and through its agents, representatives, servants, employees, and contracted vendors, had a duty to its patrons, customers, and invitees to operate the business and maintain the Premises in a safe and reasonable manner.

21. Defendant KC Boynton, LLC owed a legal duty to Plaintiff Myron Iteld to maintain the publicly accessed Premises safe and free of unreasonably dangerous conditions, and other various duties including but not limited to: (a) exercise reasonable care in the maintenance, inspection, repair, warning, or mode of operation of the business premises; (b) to correct any and

all dangerous conditions on the premises which Defendant, in the exercise of reasonable and ordinary care, should have known existed; and (c) to warn patrons, customers and invitees of any and all dangerous conditions existing on the premises which Defendant, in the exercise of reasonable and ordinary care, should have known existed.

22. Defendant KC Boynton, LLC breached the aforementioned duties including but not limited to: (a) creating an unsafe and dangerous condition; (b) failure to use reasonable and ordinary care in maintaining and inspecting the Premises; (c) failure to properly maintain the Premises; (d) failure to correct the dangerous condition inherent on the Premises, which Defendant knew or, in the exercise of reasonable care, should have known existed and posed a hazard to patrons, customers, and invitees; and (e) failure to adequately warn Plaintiff Myron Iteld, of the aforesaid negligent condition and/or concealed peril.

23. Upon information and belief, the dangerous condition was created by Defendant, or was a concealed peril, of which Defendant knew or should have known.

24. The dangerous condition and/or concealed peril was unknown to Plaintiff Myron Iteld, and incapable of being discovered by Plaintiff Myron Iteld through the exercise of reasonable care.

25. As a direct and proximate result of the aforesaid negligence, Plaintiff Myron Iteld has suffered injuries and damages, and will continue to suffer damages into the future, including but not limited to the following: bodily injury; permanent bodily injury; pain and suffering, mental anguish, disability, disfigurement, and loss of capacity for the enjoyment of life; expenses for medical treatment, hospitalization and other care; aggravation and/or activation of an existing or latent condition or disease process; and such other damages that are allowable or will be allowable under Florida law.

WHEREFORE, Plaintiff Myron Iteld demands judgment against KC Boynton, LLC in an amount in excess of \$50,000.00, together with interest from the date of injury to Plaintiff, costs of this action, expert witness fees, and such other and further relief as the Court may deem appropriate.

COUNT II- CONSORTIUM (BY PLAINTIFF MARSHA ITELD)

26. Plaintiff Marsha Iteld re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 25, above, and further alleges:

27. This count is a derivative claim for loss of consortium brought by Plaintiff Marsha Iteld as the lawful spouse of Plaintiff Myron Iteld.

28. As a direct and proximate result of the aforesaid negligence, Plaintiff Marsha Iteld has suffered loss by reason of Plaintiff Myron Iteld's injury of his services, comfort, society, companionship, and attentions in the past and in the future; and such other damages that are allowable or will be allowable under Florida law.

WHEREFORE, Plaintiff Marsha Iteld demands judgment against KC Boynton, LLC in an amount in excess of \$50,000.00, together with interest as applicable, costs of this action, expert witness fees, and such other and further relief as the Court may deem appropriate.

PLAINTIFFS DEMAND A TRIAL BY JURY.

Dated this 22nd day of June 2026.

/s/ Dane R. Ullian
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