

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR PINELLAS
COUNTY, FLORIDA
CIVIL DIVISION

JOHANNA RODRIGUEZ,

Plaintiff,

vs.

CASE NO.:

CHESAPEAKE APARTMENTS LLC and
BURTON CAROL MANAGEMENT, LLC,

Defendants.

_____ /

COMPLAINT

COMES NOW, the Plaintiff, JOHANNA RODRIGUEZ (hereinafter the “Plaintiff”), by and through her undersigned attorneys, hereby sues the Defendants, CHESAPEAKE APARTMENTS LLC and BURTON CAROL MANAGEMENT, LLC (hereinafter collectively as the “Defendants”), and alleges:

1. This is an action for damages that exceeds the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), exclusive of costs, interest, and attorneys’ fees (The estimated value of Plaintiff’s claim is in excess of the minimum jurisdictional threshold required by this Court). Accordingly, Plaintiff has entered “\$50,001” in the civil cover sheet for the “estimated amount of the 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 Plaintiff’s claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.
2. At all times material hereto, Plaintiff was a resident of Pinellas County, Florida.

3. At all times material to this action, Defendant, CHESAPEAKE APARTMENTS LLC, is a Florida Limited Liability Company licensed to do business in the State of Florida.
4. At all times material to this action, Defendant, BURTON CAROL MANAGEMENT, LLC, is a Florida Limited Liability Company licensed to do business in the State of Florida.
5. At all times material hereto, Defendants, were the owner and/or management company in possession and control of the property located at 2259 Primrose Lane, Clearwater, Florida 33763 (hereinafter "Subject Premises") said property being an apartment complex, and open to its residents, including the Plaintiff herein, and said resident's guests.
6. At all times material hereto, Defendants expressly assumed responsibility for the maintenance and cleanliness of the aforementioned premises and had a duty to maintain same in a reasonably safe condition for the use of business invitees and guests.
7. Venue is proper in this Court as the Defendants conduct its business operations within Pinellas County, Florida and the incident giving rise to this action occurred in Pinellas County, Florida
8. On or about May 1, 2024, Plaintiff was a resident of the Subject Premises located at the above address as a business invitee.
9. At said time and place, Plaintiff was a business invitee, lawfully upon the premises of the Defendant, who owed Plaintiff a non-delegable duty to exercise reasonable care for Plaintiff's safety.
10. At that time and place, Plaintiff suddenly and without warning tripped and fell as a result of Defendant's breach of the duty owed to Plaintiff.
11. As a result of the fall, Plaintiff sustained bodily injury.

12. That the aforesaid injury resulting therefrom was due solely and wholly because of the negligent manner that the Defendants, their agents and/or employees owned, operated, maintained, managed, and/or controlled Defendants' business.

**COUNT I – NEGLIGENCE AGAINST DEFENDANT, CHESAPEAKE APARTMENTS
LLC**

Plaintiff, hereby re-alleges and incorporates herein all of the previous allegations made in paragraphs one (1) through twelve (12), above.

13. At all material times, Defendant, through its agents and/or employees, owed a duty to its invitees and the public, to exercise reasonable and ordinary care to maintain the Subject Premises, including the means of egress, walkways, parking lots, concrete, curbs, and adjacent areas thereto, in a condition reasonably safe for use by its invitees, and the public.

14. On May 1, 2024, Defendant, CHESAPEAKE APARTMENTS LLC, by and through his employees, agents, partners, joint venturers, or others for whose actions they are responsible, breached the duty owed to the Plaintiff, by committing one or more of the following omissions or commissions:

- a. Negligently failing to maintain or adequately maintain the Subject Premises, more specifically, the hole located on the Subject Premises, thus creating a trip hazard to members of the public utilizing said premises, including the Plaintiff herein, thus creating an unreasonably dangerous condition for Plaintiff;
- b. Negligently failing to inspect or adequately inspect the Subject Premises, as specified above, to ascertain whether the hole therein constituted a trip hazard to pedestrians utilizing said premises, including the Plaintiff herein, thus creating an unreasonably dangerous condition to the Plaintiff;
- c. Negligently failing to warn or adequately warn the Plaintiff of the danger that existed on or about the Subject Premises, when Defendant knew or through the exercise of reasonable care should have known that said premises was unreasonably dangerous and that Plaintiff was unaware of same;
- d. Negligently failing to maintain and/or correct and/or repair, or adequately maintain and/or correct and/or repair the unreasonably dangerous condition of the hole

located on the Subject Premises, when said dangerous condition was either known to the Defendant, or had existed for a sufficient length of time so that the Defendant should have known of the said condition had Defendant exercised reasonable care;

- e. Negligently engaging in routine or regular practices of property management that failed to prioritize tenant safety, creating foreseeable hazards, including the dangerous condition of the hole located on the Subject Premises;
 - f. Negligently failing to follow its own policies and procedures regarding the inspection and maintenance of the premises;
 - g. Negligently failing to train and/or inadequately training its employees to inspect, maintain, and/or repair the premises for dangerous conditions;
 - h. Negligently failing to follow and/or enforce its stated policies regarding safeguarding the premises against dangerous conditions and preventing/correcting/remediating said conditions;
 - i. Negligently failing to install, maintain, and provide a safe flooring surface for pedestrians within the Subject Premises' designated walkways and means of egress; and
 - j. Negligently failing to act reasonably under the circumstances.
15. As a direct and proximate cause of the negligence of the Defendant, CHESAPEAKE APARTMENTS LLC, as heretofore alleged, the Plaintiff tripped and fell on, sustaining injuries and damages as hereinafter alleged.
16. As a direct and proximate result of the negligence of the Defendant, CHESAPEAKE APARTMENTS LLC, as heretofore alleged, Plaintiff suffered bodily injury in and about Plaintiff's body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earning, loss of the ability to earn money, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, JOHANNA RODRIGUEZ, demands judgment against Defendant, CHESAPEAKE APARTMENTS LLC, in an amount in excess of Fifty Thousand (\$50,000) Dollars, and requests a trial by jury of all issues triable as of right by a jury.

**COUNT II – NEGLIGENCE AGAINST DEFENDANT, BURTON CAROL
MANAGEMENT, LLC**

Plaintiff, hereby re-alleges and incorporates herein all of the previous allegations made in paragraphs one (1) through sixteen (16), above.

17. On the date and the place aforesaid, the Defendant, BURTON CAROL MANAGEMENT, LLC, owed a duty to its invitees and the public, to exercise reasonable and ordinary care to maintain the Subject Premises, including the means of egress, walkways, parking lots, concrete, curbs, and adjacent areas thereto, in a condition reasonably safe for use by its invitees, and the public
18. On May 1, 2024, Defendant, BURTON CAROL MANAGEMENT, LLC, by and through their employees, agents, partners, joint venturers, or others for whose actions they are responsible, breached the duty owed to the Plaintiff, by committing one or more of the following omissions or commissions:
 - k. Negligently failing to maintain or adequately maintain the Subject Premises, more specifically, the hole located on the Subject Premises, thus creating a trip hazard to members of the public utilizing said premises, including the Plaintiff herein, thus creating an unreasonably dangerous condition for Plaintiff;
 - l. Negligently failing to inspect or adequately inspect the Subject Premises, as specified above, to ascertain whether the hole therein constituted a trip hazard to pedestrians utilizing said premises, including the Plaintiff herein, thus creating an unreasonably dangerous condition to the Plaintiff;
 - m. Negligently failing to warn or adequately warn the Plaintiff of the danger that existed on or about the Subject Premises, when Defendant knew or through the exercise of reasonable care should have known that said premises was unreasonably dangerous and that Plaintiff was unaware of same;

- n. Negligently failing to maintain and/or correct and/or repair, or adequately maintain and/or correct and/or repair the unreasonably dangerous condition of [REDACTED] located on the Subject Premises, when said dangerous condition was either known to the Defendant, or had existed for a sufficient length of time so that the Defendant should have known of the said condition had Defendant exercised reasonable care;
 - o. Negligently engaging in routine or regular practices of property management that failed to prioritize tenant safety, creating foreseeable hazards, including the dangerous condition of the hole located on the Subject Premises;
 - p. Negligently failing to follow its own policies and procedures regarding the inspection and maintenance of the premises;
 - q. Negligently failing to train and/or inadequately training its employees to inspect, maintain, and/or repair the premises for dangerous conditions;
 - r. Negligently failing to follow and/or enforce its stated policies regarding safeguarding the premises against dangerous conditions and preventing/correcting/remediating said conditions;
 - s. Negligently failing to install, maintain, and provide a safe flooring surface for pedestrians within the Subject Premises' designated walkways and means of egress; and
 - t. Negligently failing to act reasonably under the circumstances.
19. As a direct and proximate cause of the negligence of the Defendant, BURTON CAROL MANAGEMENT, LLC, as heretofore alleged, the Plaintiff tripped and fell on, sustaining injuries and damages as hereinafter alleged.
20. As a direct and proximate result of the negligence of the Defendant, BURTON CAROL MANAGEMENT, LLC, as heretofore alleged, Plaintiff suffered bodily injury in and about Plaintiff's body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earning, loss of the ability to earn money, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, JOHANNA RODRIGUEZ, demands judgment against Defendant, BURTON CAROL MANAGEMENT, LLC, in an amount in excess of Fifty Thousand (\$50,000) Dollars, and requests a trial by jury of all issues triable as of right by a jury.

RESPECTFULLY submitted this 27th day of October 2025.

By: /s/Ryan J. Jacobs
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