

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

TONI WEST,

CIVIL DIVISION

Plaintiff,

CASE NO.:

v.

HOME DEPOT U.S.A., INC.

Defendant.

_____ /

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

The Plaintiff, TONI WEST, by and through the undersigned counsel, hereby sues the Defendant, HOME DEPOT U.S.A., INC., and alleges:

Jurisdiction

1. This is an action for damages, which exceeds Fifty Thousand Dollars (\$50,000.00) exclusive of interest and costs, and otherwise within this Court’s jurisdictional limits.

Venue

2. Venue is proper in this County in that the Defendant does business in Pinellas County, Florida, and/or all of the acts complained of herein occurred in Pinellas County, Florida.

Parties

3. Plaintiff, TONI WEST (hereinafter referred to as “WEST”), was and is a resident of Pinellas County, Florida, and is otherwise sui juris.
4. At all times material hereto, the Defendant, HOME DEPOT U.S.A., INC., (hereinafter referred to as “HOME DEPOT”), a Foreign Profit Corporation, was doing business in Clearwater, Pinellas County, Florida.

Conditions Precedent

5. All conditions precedent have been performed, excused, or waived.

General Allegations

6. On or about September 23, 2024, WEST was a business invitee of HOME DEPOT, located at 30144 US Highway 19 North, Clearwater, Florida 33761.
7. On or about September 23, 2024, HOME DEPOT, owned, managed, controlled, operated, and/or the store, located at 30144 US Highway 19 North, Clearwater, Florida 33761.
8. While on HOME DEPOT's premises, WEST tripped and fell over a damaged mat that was left on the floor of its store.

Negligence Against Home Depot

Plaintiff re-alleges and restates the allegations in paragraphs 1 through 7 as if fully set forth herein.

9. At all times material hereto, and specifically on September 23, 2024, HOME DEPOT owned, managed, controlled, operated, and/or maintained the store, located at 30144 US Highway 19 North, Clearwater, Florida 33761.
10. HOME DEPOT owed to its invitees and residents a duty to provide a reasonably safe environment.
11. On September 23, 2024, HOME DEPOT, its agents, servants or employees, breached its duty owed to WEST by negligently maintaining its premises in the following manner:
 - a. By failing to maintain the floor of the premises in a reasonably safe condition, to wit, allowing items such as a damaged mat to be left on the floor, and to prevent dangerous conditions from occurring; and/or
 - b. By failing to warn of the dangerous condition that existed at the time of the Plaintiff's incident; and/or

- c. Failing to place barricades, wet floor signs, or other marking devices utilized to alert customers such as the Plaintiff of the dangerous condition, to whit the damaged mat, that existed at the time of Plaintiff's incident; and/or
 - d. By failing to remove said damaged mat from the floor of the premises; and/or
 - e. By failing to correct the hazardous condition of the premises when HOME DEPOT knew or should have known that the general public visits said premises and specifically the Plaintiff herein; and/or
 - f. Was otherwise negligent in the care, maintenance, and upkeep of the premises, and specifically by allowing a damaged mat to be left on the floor of the premises so as to cause the Plaintiff's injury.
12. HOME DEPOT knew or in the exercise of reasonable care should have known of the existence of the hazardous and dangerous condition which constituted a dangerous condition to the Plaintiff, and the condition had existed for a sufficient length of time that HOME DEPOT knew or should have known of the condition and could have easily remedied it.
13. As a direct and proximate result of the aforementioned negligence of HOME DEPOT, WEST, tripped and fell and sustained severe, grievous and permanent injuries, physical and mental pain and suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, loss of earnings and impairment of earning capacity and/or permanent aggravation of a pre-existing condition, and further incurred hospital bills, medical bills, and/or other bills as a result of said injuries; said injuries are either permanent or continuing in their nature and WEST will suffer the losses into the future.

WHEREFORE, the Plaintiff, TONI WEST, respectfully demands judgment against Defendant, HOME DEPOT U.S.A., INC., for damages, costs, and interest and all other relief this Court deems just and appropriate.

DEMAND FOR JURY TRIAL

The Plaintiff, TONI WEST, hereby demands trial by jury of all issues so triable as a matter of right.

Dated: October 28, 2025.

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