

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

PATRICK BEAHON,

CASE NO.:
DIVISION:

Plaintiff,
vs.

AVALON HOTEL LLC; HOLLANDER HOTEL LLC;
AND HIDEAWAY HILLS MHP, LLC,

Defendants,

_____ /

COMPLAINT

COMES NOW the Plaintiff, PATRICK BEAHON, by and through the undersigned attorneys, and sues Defendants, AVALON HOTEL LLC; HOLLANDER HOTEL LLC; AND HIDEAWAY HILLS MHP LLC, and allege:

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, PATRICK BEAHON (hereinafter referred to as “Plaintiff”), was a resident of Hillsborough County, Florida.

3. At all times material hereto, Defendant, AVALON HOTEL LLC (hereinafter referred

to as “AVALON”), was authorized and doing business in Pinellas County, Florida.

4. At all times material hereto, Defendant, HOLLANDER HOTEL, LLC (hereinafter referred to as “HOLLANDER”), was authorized and doing business in Pinellas County, Florida.

5. At all times material hereto, Defendant, HIDEAWAY HILLS MHP, LLC (hereinafter referred to as “HIDEAWAY”), was authorized and doing business in Pinellas County, Florida.

6. At all times material hereto, based upon information and belief, Defendant, AVALON, owned, operated, managed, maintained, and/or controlled the subject hotel premises located at or near 443 4TH Avenue North, Saint Petersburg, Pinellas County, Florida (hereinafter referred to as “Premises”), which was open to business invitees and/or guests, including Plaintiff.

7. At all times material hereto, based upon information and belief, Defendant, HOLLANDER, owned, operated, managed, maintained, and/or controlled the Premises, which was open to business invitees and/or guests, including Plaintiff.

8. At all times material hereto, based upon information and belief, Defendant, HIDEAWAY, owned, operated, managed, maintained, and/or controlled the Premises, which was open to business invitees and/or guests, including Plaintiff.

9. On or about November 2, 2023, Plaintiff, PATRICK BEAHON, was lodging at the subject hotel Premises 443 4th Avenue North, Saint Petersburg, FL 33701, in Pinellas County, Florida.

10. At all times material hereto, Plaintiff was a business invitee at the subject hotel Premises.

11. On or about November 2, 2023, while using the shower in his assigned hotel room at the Premises, Plaintiff, slipped and fell due to an unreasonably unsafe and hazardous condition existing in the shower area, including but not limited to: inadequate and/or non-existent slip-resistant surfacing and/or mats, insufficient safety features, lack of grab bar(s), and/or other conditions rendering the area unreasonably dangerous.

12. Venue is proper in this Court as the incident giving rise to this cause of action occurred at the Premises in Pinellas County, Florida.

COUNT I
AGAINST AVALON HOTEL LLC

Plaintiff, PATRICK BEAHON, reiterates and realleges Paragraphs one (1) through twelve (12) as if more fully set forth herein and further alleges:

13. At all times material hereto, Defendant, AVALON, owed a duty to business invitees, including Plaintiff, to exercise reasonable care and diligence to maintain the Premises, including but not limited to its hotel rooms' bathroom and/or shower areas, in a reasonably safe condition.

14. Further, at all times material hereto, Defendant, AVALON, had a duty to exercise reasonable care to protect business invitees, including Plaintiff, by inspection, and/or repair, and/or other affirmative acts, from the danger of reasonably foreseeable injury occurring from reasonably foreseeable uses of areas that Defendant, AVALON, knew or should have known was going to be used by business invitees, including Plaintiff, including but not limited to its hotel rooms' bathroom and/or shower areas.

15. Further, at all times material hereto, Defendant, AVALON, had a duty to warn business invitees, including Plaintiff, of dangerous and unsafe conditions on the Premises, including but not limited to its hotel rooms' bathroom and/or shower areas.

16. Notwithstanding the aforementioned said duties owed to Plaintiff, Defendant, AVALON, breached its duties by reason of the following separate and/or cumulative acts and omissions:

- a. Failing to maintain the subject shower and/or bathroom area in a reasonably safe condition;
- b. Failing to provide slip resistant surfacing and/or safety mats in the subject shower and/or bathroom area;
- c. Failing to install or provide grab bars and/or other adequate safety features in the subject shower and/or bathroom area; despite representing on its website that such safety features existed.
- d. Failing to warn business invitees, including Plaintiff, of the unsafe condition(s) of the subject shower and/or bathroom area;
- e. Failing to inspect and/or adequately inspect the subject shower and/or bathroom area for unreasonably hazardous and/or dangerous conditions to business invitees, including Plaintiff;
- f. Failing to warn Plaintiff of the dangerous condition(s) of the subject shower and/or bathroom area, that Defendant, AVALON, knew, or had existed for a sufficient length of time such that Defendant, AVALON, should have known of the same had the Defendant, AVALON, used reasonable care;
- g. Failing to correct the unreasonably dangerous condition(s) of the subject shower and/or bathroom, when said condition was either known to Defendant, AVALON, or had existed for a sufficient length of time such that Defendant should have known of the same, had the Defendant, AVALON, used reasonable care;

- h. Failing to implement and/or enforce policies and procedures to prevent slipping incidents and/or otherwise maintain guest safety on the Premises, including the subject shower and/or bathroom area.
- i. Failing to sufficiently educate and/or train employees regarding preventing slipping incidents and/or otherwise maintain guest safety on the Premises, including the subject shower and/or bathroom area.
- j. Failing to implement and/or enforce policies regarding inspection, and/or cleaning, and/or maintenance and/or inspection of the subject shower and/or bathroom area
- k. Failing to use reasonable care under the circumstances; and/or
- l. Other acts of negligence that may be discovered throughout the litigation of this case.

17. As a direct and proximate result of the breach of the aforementioned duties and/or negligence of the Defendant, AVALON, Plaintiff, suffered bodily injury and resulting pain and suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, loss of earnings, loss of earning capacity, expense of hospitalization, medical and nursing care and treatment, aggravation of a previously existing condition, all of which are either permanent and/or continuing in nature, and the Plaintiff will suffer the losses in the future.

WHEREFORE the Plaintiff, PATRICK BEAHON, demands judgment against the Defendant, AVALON, 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
AGAINST HOLLANDER HOTEL LLC

Plaintiff, PATRICK BEAHON, reiterates and realleges Paragraphs one (1) through

twelve (12) as if more fully set forth herein and further alleges:

18. At all times material hereto, based upon information and belief, Defendant HOLLANDER, was the parent, sister, affiliate, or related entity to Defendant AVALON, and owned, operated, managed, and/or maintained the subject Premises and/or shared common employees, branding, and/or operational control.

19. At all times material hereto, Defendant, HOLLANDER, owed a duty to business invitees, including Plaintiff, to exercise reasonable care and diligence to maintain the Premises, including but not limited to its hotel rooms' bathroom and/or shower areas, in a reasonably safe condition.

20. Further, at all times material hereto, Defendant, HOLLANDER, had a duty to exercise reasonable care to protect business invitees, including Plaintiff, by inspection, and/or repair, and/or other affirmative acts, from the danger of reasonably foreseeable injury occurring from reasonably foreseeable uses of areas that Defendant, HOLLANDER, knew or should have known was going to be used by business invitees, including Plaintiff, including but not limited to its hotel rooms' bathroom and/or shower areas.

21. Further, at all times material hereto, Defendant, HOLLANDER, had a duty to warn business invitees, including Plaintiff, of dangerous and unsafe conditions on the Premises, including but not limited to its hotel rooms' bathroom and/or shower areas.

22. Notwithstanding the aforementioned said duties owed to Plaintiff, Defendant, HOLLANDER, breached its duties by reason of the following separate and/or cumulative acts and omissions:

- a. Failing to maintain the subject shower and/or bathroom area in a reasonably safe condition;

- b. Failing to provide slip resistant surfacing and/or safety mats in the subject shower and/or bathroom area;
- c. Failing to install or provide grab bars and/or other adequate safety features in the subject shower and/or bathroom area; despite representing on its website that such safety features existed.
- d. Failing to warn business invitees, including Plaintiff, of the unsafe condition(s) of the subject shower and/or bathroom area;
- e. Failing to inspect and/or adequately inspect the subject shower and/or bathroom area for unreasonably hazardous and/or dangerous conditions to business invitees, including Plaintiff;
- f. Failing to warn Plaintiff of the dangerous condition(s) of the subject shower and/or bathroom area, that Defendant, AVALON, knew, or had existed for a sufficient length of time such that Defendant, AVALON, should have known of the same had the Defendant, AVALON, used reasonable care;
- g. Failing to correct the unreasonably dangerous condition(s) of the subject shower and/or bathroom, when said condition was either known to Defendant, AVALON, or had existed for a sufficient length of time such that Defendant should have known of the same, had the Defendant, AVALON, used reasonable care;
- h. Failing to implement and/or enforce policies and procedures to prevent slipping incidents and/or otherwise maintain guest safety on the Premises, including the subject shower and/or bathroom area.
- i. Failing to sufficiently educate and/or train employees regarding preventing slipping incidents and/or otherwise maintain guest safety on the Premises, including the subject shower and/or bathroom area.

- j. Failing to implement and/or enforce policies regarding inspection, and/or cleaning, and/or maintenance and/or inspection of the subject shower and/or bathroom area
- k. Failing to use reasonable care under the circumstances; and/or
- l. Other acts of negligence that may be discovered throughout the litigation of this case.

23. As a direct and proximate result of the breach of the aforementioned duties and/or negligence of the Defendant, HOLLANDER, Plaintiff, suffered bodily injury and resulting pain and suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, loss of earnings, loss of earning capacity, expense of hospitalization, medical and nursing care and treatment, aggravation of a previously existing condition, all of which are either permanent and/or continuing in nature, and the Plaintiff will suffer the losses in the future.

WHEREFORE the Plaintiff, PATRICK BEAHON, demands judgment against the Defendant, HOLLANDER, 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 III
AGAINST HIDEAWAY HILLS MHP, LLC

Plaintiff, PATRICK BEAHON, reiterates and realleges Paragraphs one (1) through twelve (12) as if more fully set forth herein and further alleges:

24. At all times material hereto, Defendant, HIDEAWAY, owed a duty to business invitees, including Plaintiff, to exercise reasonable care and diligence to maintain the Premises, including but not limited to its hotel rooms' bathroom and/or shower areas, in a reasonably safe condition.

25. Further, at all times material hereto, Defendant, HIDEAWAY, had a duty to exercise reasonable care to protect business invitees, including Plaintiff, by inspection, and/or repair, and/or other affirmative acts, from the danger of reasonably foreseeable injury occurring from reasonably foreseeable uses of areas that Defendant, HIDEAWAY, knew or should have known was going to be used by business invitees, including Plaintiff, including but not limited to its hotel rooms' bathroom and/or shower areas.

26. Further, at all times material hereto, Defendant, HIDEAWAY, had a duty to warn business invitees, including Plaintiff, of dangerous and unsafe conditions on the Premises, including but not limited to its hotel rooms' bathroom and/or shower areas.

27. Notwithstanding the aforementioned said duties owed to Plaintiff, Defendant, HIDEAWAY, breached its duties by reason of the following separate and/or cumulative acts and omissions:

- a. Failing to maintain the subject shower and/or bathroom area in a reasonably safe condition;
- b. Failing to provide slip resistant surfacing and/or safety mats in the subject shower and/or bathroom area;
- c. Failing to install or provide grab bars and/or other adequate safety features in the subject shower and/or bathroom area; despite representing on its website that such safety features existed.
- d. Failing to warn business invitees, including Plaintiff, of the unsafe condition(s) of the subject shower and/or bathroom area;
- e. Failing to inspect and/or adequately inspect the subject shower and/or bathroom area for unreasonably hazardous and/or dangerous conditions to business invitees, including Plaintiff;

- f. Failing to warn Plaintiff of the dangerous condition(s) of the subject shower and/or bathroom area, that Defendant, HIDEAWAY, knew, or had existed for a sufficient length of time such that Defendant, HIDEAWAY, should have known of the same had the Defendant, HIDEAWAY, used reasonable care;
- g. Failing to correct the unreasonably dangerous condition(s) of the subject shower and/or bathroom, when said condition was either known to Defendant, HIDEAWAY, or had existed for a sufficient length of time such that Defendant should have known of the same, had the Defendant, HIDEAWAY, used reasonable care;
- h. Failing to implement and/or enforce policies and procedures to prevent slipping incidents and/or otherwise maintain guest safety on the Premises, including the subject shower and/or bathroom area.
- i. Failing to sufficiently educate and/or train employees regarding preventing slipping incidents and/or otherwise maintain guest safety on the Premises, including the subject shower and/or bathroom area.
- j. Failing to implement and/or enforce policies regarding inspection, and/or cleaning, and/or maintenance and/or inspection of the subject shower and/or bathroom area
- k. Failing to use reasonable care under the circumstances; and/or
- l. Other acts of negligence that may be discovered throughout the litigation of this case.

28. As a direct and proximate result of the breach of the aforementioned duties and/or negligence of the Defendant, HIDEAWAY, Plaintiff, suffered bodily injury and resulting pain and suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, loss of earnings, loss of earning capacity, expense

of hospitalization, medical and nursing care and treatment, aggravation of a previously existing condition, all of which are either permanent and/or continuing in nature, and the Plaintiff will suffer the losses in the future.

WHEREFORE the Plaintiff, PATRICK BEAHON, demands judgment against the Defendant, HIDEAWAY, 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.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

DATED this 31st day of October, 2025.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing will be served on the Defendants along with the Summons in this action.

/s/ Marie Sartiano Schoeb
Marie Sartiano Schoeb, Esquire
Busciglio Sheridan Schoeb, P.A.
3902 Henderson Blvd. Ste. 204
Tampa, FL 33629
Telephone (813) 225-2695
Fax (813) 868-3695
Primary Email: Marie@mytampafirm.com
Secondary Email: Kristina@mytampafirm.com
Florida Bar No. 0113400