

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION

ALEX J. ANTON, as
Personal Representative for the Estate
of BEATRICE RODRIGUEZ GUERRA,

Plaintiff,

Case No. _____

vs.

CHAMPLAIN TOWERS SOUTH CONDOMINIUM
ASSOCIATION, INC.

Defendant.

_____ /

COMPLAINT

(served with interrogatories and request for production)

Plaintiff ALEX J. ANTON, as Personal Representative for the Estate of
BEATRICE RODRIGUEZ GUERRA sues CHAMPLAIN TOWERS SOUTH
CONDOMINIUM ASSOCIATION, INC., and alleges:

1. This is an action for damages exceeding \$30,000, exclusive of costs and
interest.

The Parties

2. Plaintiff Alex J. Anton is or will soon be appointed as the Personal
Representative for the Estate of Beatriz Rodriguez Guerra. Mr. Anton resides in

Miami-Dade County. He is Beatriz Rodriguez Guerra's surviving son and next of kin.

3. Under Florida Wrongful Death Act, the potential beneficiaries on the recovery for the wrongful death of Beatriz Rodriguez Guerra are: Alex J. Anton and Adrian J. Iglesia. The surviving spouse is presumed deceased.

4. Defendant Champlain Towers South Condominium Association, Inc. is Florida corporation with its principal place of business in Surfside, Florida. Champlain Towers owned and operated a residential condominium building that collapsed on June 24, 2021. ("Champlain Towers")

The Facts

5. During the early morning hours of June 24, 2021, the Building that Champlain Towers owns and operates collapsed. The Building was a 12-story structure with penthouse quarters and 136 residential units.

6. As of the time of this complaint, 11 people are confirmed dead, dozens are injured, and 151 people remain missing.

7. Beatrice Guerra is among the missing. With little hope remaining for a successful search and recovery, her surviving children presume she is deceased along with her spouse.

8. The Building was constructed in 1981.

9. Well before 2018, the Building's structural integrity became compromised. Specifically, waterproofing on structural concrete slabs, walls and beams had failed or were failing. Efforts to repair the structural damage were poorly done and ineffective.

10. Champlain Towers knew about the structural damage and knew that the purported repairs were shoddy and failing. Champlain Towers had contracted for these inadequate repairs.

11. In 2018, Champlain Towers hired a structural engineering firm, Morabito Consultants, Inc., to survey the structure.

12. On October 8, 2018, Morabito Consultants provided a Structural Field Survey Report to Champlain Towers.

13. In that Report, Morabito Consultants specifically pointed out a major structural flaw in the Building. Specifically, the entrance drive, pool deck, planter area was laid on top of a flat structure. The reinforced concrete slab underneath it was not sloped and, consequently, water would accumulate and not drain away. Sitting water, in turn, would seep into the concrete slab and other support structures in the garage, which was underneath this area.

14. Once water gets into the structural concrete, the rebar inside of it is eventually attacked. It starts to corrode and weaken. The structural integrity then begins to compromise at an exponential rate until proper repairs are implemented.

15. The 2018 Morabito Report reported that, *inter alia*:

- (a) Failed waterproofing was causing major structural damage to the concrete structural slab.
- (b) A major structural flaw existed in the Building's original design that led to advancing and exponentially increasing structural integrity problems.
- (c) Multiple and abundant cracking and spalling of various degrees were present in structural concrete columns, beams and walls due to water intrusion and failed waterproofing.
- (d) Large spalls of worn out concrete were seen in structural slabs and this included areas with exposed and deteriorating rebar due to water intrusion and failed waterproofing.
- (e) Previous structural repairs were failing, done improperly, and demonstrated poor workmanship.
- (f) Repairs needed to be undertaken in the near future and in a timely fashion.

16. Further, water accumulation and flooding were an ongoing problem in the garage, also contributing to structural damage that affected the Building.

17. Despite these clear warnings in 2018 along with the known, ineffective and improper repairs that were performed beforehand, Champlain Towers did not

properly address the multiple structural problems that it knew or clearly, should have known about.

18. Instead, Champlain Towers waited until 2021 to get serious. 2021 is the year that its 40-Year Building Re-Certification was due under Section 8-11 of the Miami-Dade County Code.

19. Preliminary “in-progress” plans were not filed with the Town of Surfside until April 27, 2021, more than two-and-a-half years after the 2018 Report. Even by this time, Champlain Towers had yet to commence any serious or comprehensive structural work. The problems that were documented in that 2018 Report, and which Champlain Towers knew had existed well beforehand, were ongoing and getting exponentially worse.

20. Indeed, less than three months before the collapse, Champlain Towers notified Residents that the damage that Morabito Consultants outlined had gotten significantly worse and was accelerating. Champlain Towers even acknowledged that it knew since at least 2018 that the structural problems would multiply exponentially if nothing was done.

21. Since 2018, the problems had mushroomed to such an extent that the repair costs had increased over 60% to \$15,000,000.

22. In that letter to the Residents, the Champlain Towers officer who signed the letter concludes ominously, “A lot of this work could have been done or planned for in years gone by. But this is where we are now.”

23. The Building then collapsed on June 24, 2021.

Count I - Negligence Against Defendant Champlain Towers

Plaintiff sues Defendant Champlain Towers realleging paragraphs 1 through 23, and further alleges:

24. At all material times Defendant Champlain Towers owned, controlled, maintained and had dominion over the Building.

25. Defendant Champlain Towers had a duty to operate and maintain the Building in a safe, reasonable, and prudent manner. Defendant Champlain Towers owed this duty to all of the residents and invitees, including Rodriguez Guerra.

26. Defendant Champlain Towers breached the duty owed to Beatriz Rodriguez Guerra by committing the following, *inter alia*, acts and omissions:

- (a) Failing to properly and timely repair critical structural problems.
- (b) Failing to properly waterproof and maintain critical structural slabs, walls, and columns.
- (c) Failing to address a major structural problem that did not allow water to drain correctly.

- (d) Failing to undertake proper repairs of known structural problems.
- (e) Failing to address failing and improper repairs.
- (f) Failing to timely follow professional advice to address major structural failures.
- (g) Failing to hire qualified contractors to effect repairs.
- (h) Failing to properly inspect repairs that it contracted for.
- (i) Allowing the structural compromises to grow exponentially to the point of collapse.
- (j) Failing to evacuate the Building.
- (k) Failing to warn.

27. As a result of Defendant Champlain Towers' negligence, the Building collapsed. And Beatriz Rodriguez Guerra is missing. She is presumed deceased.

28. The surviving natural persons -- Alex J. Anton and Adrian J. Iglesia -- suffered damages, to wit: loss of support and services; loss of decedent's love and companionship; mental pain and suffering; financial expenses due to the decedent's death.

WHEREFORE, Plaintiff, ALEX J. ANTON, as Personal Representative for the Estate of BEATRICE RODRIGUEZ GUERRA, demands judgment for damages

against Defendant Champlain Towers South Condominium Association, Inc. and demands a trial by jury on all issues so triable.

Date: June 29, 2021

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