

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

GENERAL JURISDICTION DIVISION

CASE NO.:

PASCALE BONNEFOY, as Personal
Representative of the ESTATE OF CLAUDIO
BONNEFOY,

Plaintiff,

v.

CHAMPLAIN TOWERS SOUTH CONDOMINIUM
ASSOCIATION, INC., MORABITO CONSULTANTS,
INC., and SD ARCHITECTS, P.A.,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, PASCALE BONNEFOY, as Personal Representative of the Estate of Claudio Bonnefoy (“Mr. Bonnefoy”), sues Defendants CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC. (“Condo. Association”), MORABITO CONSULTANTS, INC. (“Morabito”) and SD ARCHITECTS, P.A. (“SD Architects”), and alleges as follows:

JURISDICTION AND VENUE

1. This is an action under the Florida Wrongful Death Act and/or any other applicable laws for damages in excess of Thirty Thousand Dollars (\$30,000.00), exclusive of interest, costs and attorneys’ fees, and is therefore within the jurisdictional limits of this Court.
2. Venue is proper in the Eleventh Judicial Circuit because the events giving rise to this action took place and accrued in Miami-Dade County, Florida.

PARTIES

3. At all times material prior to his death, Claudio Bonnefoy was a resident of Miami-Dade County, Florida.
4. At all times material hereto, Plaintiff Pascale Bonnefoy is the surviving daughter of Mr. Bonnefoy and is acting as the Personal Representative of the Estate of Claudio Bonnefoy.
5. Pursuant to Fla. Stat. § 768.21, Florida's Wrongful Death Act, the following are entitled to recover damages for the wrongful death of Claudio Bonnefoy:
 - a. The Estate of Claudio Bonnefoy;
 - b. Plaintiff, Pascale Bonnefoy, as Personal Representative of the Estate of Mr. Bonnefoy;
 - c. Mr. Bonnefoy's other surviving children: Anne-Marie Bonneyfoy, Elizabeth del Pilar Maraboli and Nicole Bonnefoy.
6. At all times material hereto, Defendant Condo. Association was and is a Florida Not-for-Profit Corporation, with its principal place of business in Miami-Dade County, Florida, located at 8777 Collins Avenue, Surfside, Florida 33154.
7. At all times material hereto, Defendant Condo. Association was authorized to do business and was doing business in Miami-Dade County, Florida.
8. At all times material hereto, Defendant Condo. Association owned, operated and/or otherwise managed the Champlain Towers South condominium building ("Champlain Towers Building") that collapsed on June 24, 2021.
9. At all times material hereto, Defendant Condo. Association was acting by and through its agents, servants, employees, ostensible agents, alter egos and/or Board of Directors, who

were acting within the course and scope of their agency and/or employment for Defendant Condo. Association.

10. At all times material hereto, Defendant Morabito was and is a Maryland Corporation, with its principal place of business located at 952 Ridgebrook Road, Suite 1700, Sparks, Maryland 21152.
11. At all times material hereto, Defendant Morabito was authorized to do business and was doing business in Miami-Dade County, Florida.
12. At all times material hereto, Defendant Morabito was hired, retained and/or was otherwise rendering professional engineering services at the request of Defendant Condo. Association. Specifically, Defendant Morabito was responsible for inspecting the Champlain Towers Building and certifying its structural integrity.
13. At all times material hereto, Defendant Morabito was acting by and through its agents, servants, employees, ostensible agents and/or alter egos, who were acting within the course and scope of their agency and/or employment for Defendant Morabito.
14. At all times material hereto, Defendant SD Architects was and is a Florida Profit Corporation, with its principal place of business in Miami-Dade County, Florida, located at 3151 NW 114th Terrace, Coral Springs, Florida 33065.
15. At all times material hereto, Defendant SD Architects was authorized to do business and was doing business in Miami-Dade County, Florida.
16. At all times material hereto, Defendant SD Architects was hired by Defendant Condo. Association to render architectural services in relation to the 40-year remediation and renovation work of the Champlain Towers Building.

17. At all times material hereto, Defendant SD Architects was acting by and through its agents, servants, employees, ostensible agents and/or alter egos, who were acting within the course and scope of their agency and/or employment for Defendant SD Architect.
18. All conditions precedent to the bringing of this action have been satisfied or such conditions have been waived.

FACTS COMMON TO ALL COUNTS

19. The Champlain Towers Building was a 12-story, 136-unit residential property located at 8777 Collins Avenue, Surfside, FL 33154.
20. The Champlain Towers Building was constructed in or around 1981.
21. Section 8-11(f) of the Miami-Dade County Code requires that all buildings that have been in existence for forty (40) years or longer be recertified by the Miami Dade County Building Official.
22. The recertification process includes the hiring of a Registered Architect and/or Professional Engineer to perform electrical and structural inspections for the building, and submitting a completed report of the inspection to the Town of Surfside Building Department for its review and approval.
23. In or about 2018, in preparation for its upcoming 40-year recertification, Defendant Condo. Association retained Defendant Morabito to review and study the Champlain Towers Building, its below-grade parking garage and at-grade exterior entrance drive, pool and recreation area.
24. By 2018, Defendant Condo. Association already had knowledge that the exterior walls and structure of the Champlain Towers Building needed repairs.

25. According to correspondence from Defendant Morabito to Defendant Condo. Association, the goal of the study was to “understand and document the extent of structural issues that require repair and/or remediation in the immediate and near future,” and “notify tenants on how they may be affected, and provide a safe and functional infrastructure for the future.”
26. On October 8, 2018, at the request of Defendant Condo. Association, Defendant Morabito prepared a structural engineering report of the Field Survey it completed of the Champlain Towers Building (hereinafter the “2018 Morabito Report”).
27. The 2018 Morabito Report discusses multiple serious issues discovered throughout the Champlain Towers Building, including, but not limited to:
- a. Existing structural damage to the balcony slabs;
 - b. Concrete spalling or cracking on balconies, which Defendant Morabito states was likely caused by sub-surface deterioration;
 - c. Significant cracking in the stucco exterior façade;
 - d. Failed waterproofing below the pool deck and entrance drive, which Defendant Morabito states was causing major structural damage to concrete structural slab below those areas;
 - e. Abundant cracking and spalling of varying degrees in the concrete columns, beams and walls in the parking garage.
28. From October 2018 until 2021, despite the serious damage noted in the 2018 Morabito Report, and the urgent need for immediate repairs, Defendant Condo. Association took no action.

29. While Defendant Condo. Association blatantly ignored the obvious need for repairs, as well as the serious risks posed to the lives of the residents, occupants and visitors of the Champlain Towers Building, the building's condition continued to deteriorate.
30. Rather than make the repairs necessary in order to preserve the safety and lives of those living and occupying the Champlain Towers South, Defendants spent years fighting over the cost of repairs while the death clock ticked away.
31. On or around March 2021, Defendant Condo. Association finally began the process for obtaining permits with the Town of Surfside to conduct the necessary repairs and renovations in preparation for the 40-year recertification as required under Section 8-11(f) of the Miami-Dade County Code.
32. The following month, in April 2021, Jean Wodnicki, the President of Defendant Condo. Association's Board of Directors, sent a letter to the residents informing them of a \$15,542,091.40 Special Assessment.
33. The letter written by Defendant Condo. Association's President states that the damage in the garage "has gotten significantly worse since the initial inspection," and "the concrete deterioration is accelerating."
34. Defendant Condo. Association's April 2021 letter was the first time its residents were notified of the magnitude of the building's damage and deterioration.
35. On June 24, 2021, at approximately 1:30 a.m., the Defendants' time to act had run and the Champlain Towers Building collapsed, carrying away the lives of approximately 150 human beings.
36. At the time of the collapse, Mr. Bonnefoy was sleeping in Unit #1001 of the Champlain Towers Building with his wife, Maria S. Obias-Bonnefoy.

37. Authorities identified Mr. and Mrs. Bonnefoy on July 2, 2021.
38. While the reason for the collapse remains unclear, the common consensus among experts is that it was likely due to a combination of flawed construction, ineffective repairs, damage to structural integrity of the building and an overall failure to undertake adequate and timely repairs.
39. Defendant Condo. Association's conduct in failing to proceed with the necessary repairs to the building's structure for a period of three years amounts to a conscious disregard or indifference to the lives and safety of its residents and occupants.
40. For three years, Defendant Condo. Association knowingly allowed children, adults and senior citizens to occupy the unsafe building, placing the lives of over 150 people in immediate risk of serious injury and death.
41. Had Defendant Condo. Association prioritized the value of human life over the inevitable costs of repairs, families would not be mourning the loss of approximately 150 victims today.
42. In addition, despite having thoroughly inspected and studied the Champlain Towers Building, and preparing an extensive report with its findings and recommendations, Defendant Morabito too did nothing to inform the residents of the building or officials of the serious and imminent need of repairs.
43. Defendant Morabito stood by silently for three years while knowing the Champlain Towers Building was unsafe.
44. Defendant Morabito broke its silence on June 24, 2021 at 5:35 p.m., approximately 16 hours after the building collapsed, when it submitted its 2018 Morabito Report to the

Surfside Building Department, as required by Miami-Dade County Building Code Section 8-11(f)(iv).

45. Defendant Condo. Association also retained Defendant SD Architects to prepare the plans for the 40-year recertification and renovation work to be performed.
46. In gathering all information and building documents in order to prepare the plans, Defendant SD Architect knew of the deteriorating condition of the building's structure and the imminent need for repairs.
47. Despite having this knowledge, Defendant SD Architects also did nothing to inform the residents or notify Surfside building officials.
48. The Defendants herein collectively knowingly withheld the truth as to the unsafe condition of the Champlain Towers Building, and waited on the sidelines for the horrific tragedy of June 24, 2021.
49. As a result of the foregoing, Defendants are liable to Plaintiff for all damages under the Florida Wrongful Death Act, Fla. Stat. § 768.21, including, but not limited to:
 - a. Lost society, companionship, guidance and services of the decedent to the survivors, beneficiaries and heirs;
 - b. Loss of support in money of any kind;
 - c. Lost value of life;
 - d. Funeral expenses; and/or
 - e. Any and all other damages to which Plaintiff, the survivors and/or beneficiaries may be entitled and which this Court may find applicable.

**COUNT I – NEGLIGENCE AGAINST CHAMPLAIN TOWERS SOUTH
CONDOMINIUM ASSOCIATION, INC.**

Plaintiff realleges and reaffirms paragraphs 1 through 49, including all subparts, as if set forth fully herein, and further states:

50. At all times material hereto, Defendant Condo. Association owned, managed and/or was otherwise responsible for the maintenance of the Champlain Towers Building.
51. At all times material hereto, Defendant Condo. Association owed a duty to its residents and occupants, including Mr. Bonnefoy, to maintain the Champlain Towers Building in a reasonably safe condition.
52. At all times material hereto, Defendant Condo. Association owed a duty to its residents and occupants, including Mr. Bonnefoy, to warn of any dangerous conditions of which it knew or should have known of.
53. At all times material hereto, Defendant Condo. Association owed a duty to its residents and occupants, including Mr. Bonnefoy, to correct and make safe any dangerous conditions in or around the building of which it knew or should have known of.
54. Defendant Condo. Association breached its duties owed to residents and occupants, and specifically to Mr. Bonnefoy, by committing one or more of the following acts:
 - a. Failing maintain the Champlain Towers Building in a reasonably safe condition for the safety of its residents and occupants;
 - b. Failing to maintain the structure of the Champlain Towers Building in a reasonably safe condition for the safety of its residents and occupants;
 - c. Failing to make necessary repairs to the structure of the Champlain Towers Building to ensure the safety of its residents and occupants;
 - d. Failing to warn the residents and occupants of the Champlain Towers Building of the unsafe conditions of the building;

- e. Failing to inform the residents and occupants of the Champlain Towers Building of the unsafe conditions of the building despite having knowledge of its deterioration since at least 2018;
- f. Failing to act on the advice and recommendations of professional engineers regarding the unsafe conditions of the Champlain Towers Building;
- g. Allowing the condition of the Champlain Towers Building to continue to significantly worsen over a period of three years;
- h. Placing the residents and occupants of the Champlain Towers Building at extreme risk of serious bodily harm and death, despite having knowledge of its deterioration since at least 2018;
- i. Knowingly withholding from the residents and occupants of the Champlain Towers Building the findings and recommendations of professional engineers regarding the building's unsafe conditions.

55. As a direct and proximate result of Defendant Condo. Association's breach of the aforementioned duties, Mr. Bonnefoy was forced to endure severe mental anguish, fear of impending death, severe physical injuries and death.

56. As a direct and proximate result of Mr. Bonnefoy's death, his survivors have and will suffer injury, damages and losses, including past and future loss of instruction and guidance, past and future mental pain and suffering, and all other damages recoverable by law.

57. As a direct and proximate result of Mr. Bonnefoy's death, the Estate has or will certainly incur funeral expenses.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Claudio Bonnefoy against Defendant Champlain Towers South Condominium Association, Inc., together with all costs of this action, and such other additional relief as this Court deems just and proper.

**COUNT II – GROSS NEGLIGENCE AGAINST CHAMPLAIN TOWERS SOUTH
CONDOMINIUM ASSOCIATION, INC.**

Plaintiff realleges and reaffirms paragraphs 1 through 49, including all subparts, as if set forth fully herein, and further states:

58. At all times material hereto, Defendant Condo. Association owned, managed and/or was otherwise responsible for the maintenance of the Champlain Towers Building.
59. At all times material hereto, Defendant Condo. Association owed a duty to its residents and occupants, including Mr. Bonnefoy, to maintain the Champlain Towers Building in a reasonably safe condition.
60. At all times material hereto, Defendant Condo. Association owed a duty to its residents and occupants, including Mr. Bonnefoy, to warn of any dangerous conditions of which it knew or should have known of.
61. At all times material hereto, Defendant Condo. Association owed a duty to its residents and occupants, including Mr. Bonnefoy, to correct and make safe any dangerous conditions in or around the building of which it knew or should have known of.
62. At all times material hereto, Defendant Condo. Association had a duty to evaluate the risks associated with the structural damage to the building and to determine whether the condition posed a significant risk of harm to its residents and occupants.
63. Upon information and belief, Defendant Condo. Association became aware of the major structural damages to the building in at least 2018, several years before its collapse.
64. Defendant Condo. Association's conscious disregard to reasonably inspect and maintain the premise created a foreseeable and unreasonable risk of harm to its residents and occupants.
65. Despite Defendant Condo. Association's knowledge of the significant risks associated with the structural damage and the continued occupancy of the building, it failed to take reasonable measures to make any repairs.

66. In failing to make timely repairs to the structure of the building despite knowledge of the significant risks of the building collapsing, Defendant Condo. Association willfully disregarded to ensure the health and safety of its residents.

67. As a result of Defendant Condo. Association's willful and conscious disregard to the life and safety of its residents and occupants, on June 24, 2021, the structure of the Champlain Towers Building failed, causing the building to collapse while carrying over 150 lives therein, including the life of Mr. Bonnefoy.

68. As a result of Defendant Condo. Association's willful and conscious disregard to the life and safety of its residents and occupants, Mr. Bonnefoy was forced to endure severe mental anguish, fear of impending death, severe physical injuries and death.

69. As a direct and proximate result of Mr. Bonnefoy's death, his survivors have and will suffer injury, damages and losses, including past and future loss of instruction and guidance, past and future mental pain and suffering, and all other damages recoverable by law.

70. As a direct and proximate result of Mr. Bonnefoy's death, the Estate has or will certainly incur funeral expenses.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Claudio Bonnefoy against Defendant Champlain Towers South Condominium Association, Inc., together with all costs of this action, and such other additional relief as this Court deems just and proper.

COUNT III – NEGLIGENCE AGAINST MORABITO CONSULTANTS, INC.

Plaintiff realleges and reaffirms paragraphs 1 through 49, including all subparts, as if set forth fully herein, and further states:

71. At all times material hereto, Defendant Morabito was hired by Defendant Condo. Association to inspect the Champlain Towers Building and prepare a report.

72. At all times material hereto, Defendant Morabito had a duty to evaluate and analyze the structural integrity of Champlain Towers Building.
73. At all times material hereto, Defendant Morabito had a duty to ensure that its findings and recommendations were adequately communicated to Defendant Condo. Association.
74. At all times material hereto, Defendant Morabito had a duty to evaluate the foreseeable and significant risk of collapse posed by the existing structural damage of the Champlain Tower Building.
75. At all times material hereto, Defendant Morabito owed a duty to notify Defendant Condo. Association and its residents of the significant risk of collapse posed by the existing structural damage of the Champlain Tower Building.
76. Defendant Morabito breached its aforementioned duties by committing one or more of the following acts:
- a. Failing to perform a proper inspection and evaluation of the severity of the compromised structural integrity of the Champlain Towers Building;
 - b. Failing to adequately communicate the extent and severity to the structural damage of Champlain Towers Building to Defendant Condo. Association;
 - c. Failing to adequately communicate the extent and severity to the structural damage of Champlain Towers Building to the residents and occupants, and specifically to Mr. Bonnefoy;
 - d. Failing to adequately evaluate the foreseeable and significant risk of collapse posed by the structural damage at the Champlain Towers Building;
 - e. Failing to properly inform city building officials and/or proper authorities of the unsafe conditions at the Champlain Towers Building, despite having knowledge of its deterioration since at least 2018;
 - f. Failing to provide competent recommendations as to the extent and severity of the structure of the Champlain Towers Building;
 - g. Allowing the condition of the Champlain Towers Building to continue to significantly worsen over a period of three years;

- h. Placing the residents and occupants of the Champlain Towers Building at extreme risk of serious bodily harm and death, despite having knowledge of its deterioration since at least 2018;
 - i. Knowingly withholding from the residents and occupants of the Champlain Towers Building their findings and recommendations as to the building's unsafe conditions.
77. As a direct and proximate result of Defendant Morabito's breach of the aforementioned duties, Mr. Bonnefoy was forced to endure severe mental anguish, fear of impending death, severe physical injuries and death.
78. As a direct and proximate result of Mr. Bonnefoy's death, his survivors have and will suffer injury, damages and losses, including past and future loss of instruction and guidance, past and future mental pain and suffering, and all other damages recoverable by law.
79. As a direct and proximate result of Mr. Bonnefoy's death, the Estate has or will certainly incur funeral expenses.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Claudio Bonnefoy against Defendant Morabito Consultants, Inc., together with all costs of this action, and such other additional relief as this Court deems just and proper.

COUNT IV – NEGLIGENCE AGAINST SD ARCHITECTS, P.A.

Plaintiff realleges and reaffirms paragraphs 1 through 49, including all subparts, as if set forth fully herein, and further states:

80. At all times material hereto, Defendant SD Architects was retained by Defendant Condo. Association to create architectural plans for the 40-year recertification and renovations of the Champlain Towers Building.
81. At all times material hereto, Defendant SD Architects learned of the structural damage to Champlain Towers Building upon, or shortly after, being hired by Defendant Condo. Association.

82. At all times material hereto, in preparing the architectural plans, Defendant SD Architects was required to assess and evaluate the condition of the Champlain Towers Building, and as a result, became aware of the deteriorating structure.

83. Upon learning of the structural damage to the building, SD Architects had a duty to ensure that the proper authorities and/or officials were notified of the building's significant risk of collapse.

84. Defendant SD Architects had a duty to report the condition of the building and mitigate the serious and foreseeable risk of collapse, and to ensure the health and safety of the residents and occupants.

85. Despite having knowledge of the deteriorating condition of the building and its high risk of collapsing, Defendant SD Architects did nothing.

86. As a result of SD Architects' failure to notify the proper authorities and/or officials of the compromised structural integrity of building, the Champlain Towers Building collapsed on June 24, 2021, causing permanent and catastrophic injuries to the residents and occupants.

87. As a direct and proximate result SD Architects' failure to report to the proper authorities and/or officials of the compromised structural integrity of building, Mr. Bonnefoy was forced to endure severe mental anguish, fear of impending death, severe physical injuries and death.

88. As a direct and proximate result of Mr. Bonnefoy's death, the Estate has or will certainly incur funeral expenses, and has incurred all other damages recoverable by law.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Claudio Bonnefoy against Defendant SD Architects, P.A., together with all costs of this action, and such other additional relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, Pascale Bonnefoy, as Personal Representative of the Estate of Claudio Bonnefoy,
hereby demands a trial by jury on all issues so triable as of right.

DATED this 6th day of July, 2021.

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