

**IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA**

CIRCUIT CIVIL DIVISION

CASE NO.

MARCELO CATTAROSSO, as Personal
Representative of the ESTATE OF
GRACIELA PONCE DE LEON DE
CATTAROSSO,

Plaintiff,

vs.

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

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Marcelo Cattarossi, as Representative of the Estate and Person of GRACIELA PONCE DE LEON DE CATTAROSSO, sues Defendants CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC. (Defendant “CTS”), MORABITO CONSULTANTS, INC. (Defendant “Morabito”) and Defendant SD ARCHITECHTS, P.A. (Defendant SD Architects”), and states the following:

INTRODUCTION

1. On June 24, 2021, at approximately 1:30 a.m., the Champlain Towers South condominium building located at 8777 Collins Avenue suffered a catastrophic structural failure that was years in the making and collapsed.

2. At least 54 people have been killed and up to 86 people who are unaccounted for are feared to be buried under the pile of rubble.

3. Five members of the Cattarossi family are victims of this senseless tragedy. Graciela Ponce de Leon de Cattarossi and her husband Gino Cesar Cattarossi owned and resided in Unit 501 of the Champlain Towers South building. They have been recovered and are deceased. Their daughter Andrea Cattarossi was visiting them from Argentina. She is missing. Their daughter Graciela Maria Cattarossi and their seven year old grand-daughter lived with Graciela Ponce De Leon de Cattarossi and Gino Cesar Cattarossi in Unit 501. They have been recovered and are deceased.

4. The Cattarossi family hope and pray that their remaining family member is found alive, but have filed this action and related actions to ensure that evidence is preserved.

5. The Champlain Towers South collapse is the deadliest building collapse in United States history.

6. The building's collapse and the resulting tragic loss of life could have been and should have been prevented.

7. Defendants CTS, Morabito and SD Architects and the Town of Surfside knew that the Champlain Towers South had major structural damage which required extensive repairs.

8. Defendants CTS, Morabito and SD Architects and the Town of Surfside knew that the major structural damage to Champlain Towers South posed an immediate and serious risk of danger to the lives of all residents and occupants of the building.

9. The Town of Surfside had knowledge that major structural damage to the Champlain Towers South building required immediate emergency action under the Miami-Dade County Building Code to protect the lives of all residents.

10. Defendants failed to warn all occupants of the Champlain Towers South building that their lives were in grave danger because of the structural damage to the building which Defendants knew existed.

JURISDICTION, PARTIES AND VENUE

11. This is an action for damages that exceeds the minimum jurisdictional limits of this Court, exclusive of costs, interest and attorneys' fees.

12. At all material times, Graciela Ponce de Leon de Cattarossi was an adult resident of Miami-Dade County, Florida, residing at Champlain Towers South Condominium, Unit 501.

13. Plaintiff Marcelo Cattarossi is the adult child of Graciela Ponce de Leon de Cattarossi and is acting as the Representative of the Estate and Person of Graciela Ponce de Leon de Cattarossi. Mr. Cattarossi resides in Palm Beach County.

14. The survivors and potential beneficiaries of the Estate of Graciela Ponce de Leon de Cattarossi are: Marcelo Cattarossi and Joanne Cattarossi Molinari. The surviving spouse, Gino Cesar Cattarossi, is deceased.

15. At all material times, Defendant Champlain Towers South Condominium Association, Inc. was authorized to do business and did business within Miami-Dade County Florida, and maintained its principal place of business located at 8777 Collins Avenue, Surfside, Florida 33154. At all material times, Defendant CTS owned, operated, managed, and was otherwise responsible for the Champlain Towers South condominium building that collapsed on June 24, 2021, causing the injuries and damages set forth in this complaint.

16. At all material times, Defendant CTS was acting itself, by and through its agents, servants, workmen, employees, apparent agents, alter egos, and Board of Directors who were acting within the course and scope of their agency and/or employment for Defendant CTS.

17. At all material times, Defendant Morabito Consultants, Inc., was authorized to do business and did business within Miami-Dade County Florida, duly organized, created and existing under the laws of the State of Maryland with its principal place of business located at 952 Ridgebrook Road, Suite 1700, Sparks, Maryland 21152. At all material times, Defendant Morabito was hired and operating as a professional engineer responsible for inspecting the Champlain Towers South condominium building and certifying its structural integrity.

18. At all material times, Defendant Morabito, was acting itself, by and through its agents, servants, workmen, employees, apparent agents, and alter egos who were acting within the course and scope of their agency and/or employment for Defendant Morabito.

19. At all material times, Defendant SD Architects, P.A., was authorized to do business and did business within Miami-Dade County Florida, was duly organized, created and existing under the laws of the State of Florida with its principal place of business located at 3151 NW 114th Terrace, Coral Springs, Florida 33065. At all material times, Defendant SD Architects was hired and operating as an architect who, upon information and belief, was hired by Defendant CTS for the purpose of the remedial work that was required for the 40 year recertification of the Champlain Towers South condominium building.

20. At all material times, Defendant SD Architect, was acting itself, by and through its agents, servants, workmen, employees, apparent agents, and alter egos who were acting within the course and scope of their agency and/or employment for Defendant SD Architect.

21. Venue is proper in Miami-Dade County because (i) the wrongful conduct alleged herein occurred, in part, here; (ii) the damages complained of by Plaintiff were sustained in here; and (iii) Defendants reside here.

22. Venue is proper in Miami-Dade County because Plaintiff resides in the State of Florida and/or one or more of the Defendants against whom this action is brought reside here.

CONDITIONS PRECEDENT

23. All conditions precedent have been satisfied and/or excused.

EVENTS BEFORE THE COLLAPSE

24. Champlain Towers South was a 12-story condominium building at 8777 Collins Avenue in Surfside, Miami.

25. The building was completed in 1981 and had 136 condominium units.

26. On June 24, 2021, the Champlain Towers South building collapsed reducing at least 55 of the units to rubble.

27. The Champlain Towers South building turned 40 years old in 2021, requiring Defendant CTS to obtain a recertification by a professional engineer confirming that the building was structurally safe and sound.

28. Miami-Dade County Code, Section 8-11(f) requires all buildings which are 40 years old, including Champlain Towers South, to be recertified by the Building Official.

29. The purpose of the 40 year inspection, analysis, and recertification is to confirm that the building is structurally safe for continued occupancy.

30. The 40 year inspection, analysis and recertification must satisfy minimum standards that are set forth in writing.

31. The Minimum Inspection Procedural Guidelines for Building's Structural Recertification Form sets forth the minimum requirements for the 40 year structural inspection and analysis. Pertinent parts of the Form are set forth below and are incorporated herein by reference.



**MINIMUM INSPECTION PROCEDURAL GUIDELINES
FOR BUILDING STRUCTURAL RECERTIFICATION**

2. PRESENT CONDITION OF STRUCTURE
a. General alignment (Note: good, fair, poor, explain if significant)
1. Bulging
2. Settlement
3. Deflections
4. Expansion
5. Contraction
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other)
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains.
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm.
e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.
f. Previous patching or repairs
g. Nature of present loading indicate residential, commercial, other estimate magnitude.

32. The Minimum Inspection Procedural Guidelines for Building’s Structural Recertification outlines the detailed analysis that must be performed in determine the structural stability of the building, including thorough inspection requirements and inspection data.

33. In 2018, Defendant CTS retained Defendant Morabito to perform a structural engineering analysis of the building and to submit a report in anticipation of the then upcoming required 40-year recertification.

34. Defendant Morabito performed a Field Survey including inspection and analysis of the structural integrity of the Champlain Towers South condominium building and issued a report dated October 8, 2018.

35. The purpose of Defendant Morabito's 2018 report "was to understand and document the extent of structural issues that require repair and/or remediation in the immediate and near future" in order to "provide a safe and functional infrastructure for the future."

Balconies

36. Morabito's inspection and analysis found that it was "typical that the concrete slab edges of the balconies were experiencing concrete spalling or cracking" and that they must be "further investigated and repaired" in accordance with the International Concrete Repair Institute (ICRI) requirements.

37. Defendant Morabito found that a significant number of balconies had deterioration that he described as "a systemic issue" requiring "[p]artial/full depth concrete repairs in these areas shall be performed in accordance with the recommendations of ICRI."

38. Morabito's 2018 report reflects that Defendant CTS failed to allow Morabito access to areas of the building that were necessary to inspect the extent of deterioration because "CTS maintenance was too busy to assist us."

39. Defendant Morabito's 2018 report noted "[s]ignificant cracking in the stucco exterior façade."

Concrete Slab below Pool Deck

40. Defendant Morabito's inspection and analysis identified "major structural damage to the concrete structural slab below these areas" and warned Defendant CTS that "Failure to replace the waterproofing in the near future will cause the extent of the concrete deterioration to expand exponentially."

41. Defendant Morabito further informed Defendant CTS that "installation of deck waterproofing on a flat structure is a systemic issue for this building structure."

42. Defendant CTS ignored Defendant Morabito's inspection, analysis and report for three years and failed to repair the deficient waterproofing and major structural damage to the concrete structural slab below the pool deck.

43. Morabito recommended to Defendant CTS that the "Entrance/Pool deck concrete slabs that are showing distress" must be "removed and replaced in their entirety" and that "the concrete deterioration needs to be repaired in a timely fashion" and "in accordance with the recommendations of ICRI."

Parking Garage

44. Defendant Morabito's inspection and analysis of the building's parking garage revealed structural problems including "Abundant cracking and spalling of varying degrees... in the concrete columns, beams, and walls."

45. Morabito additionally warned Defendant CTS that "Several sizeable spalls were noted in both the topside of the entrance drive ramp and underside of the pool/entrance drive/planter slabs, which included instances with exposed, deteriorating rebar."

46. Despite Morabito's recommendations set forth in his 2018 report, Defendant CTS failed to repair the concrete deterioration in the parking garage.

Sub-surface Foundation

47. All of these findings by Morabito should have caused him to further examine the structural integrity of the building's sub-surface foundation. However, Defendant Morabito failed to inspect the sub-surface foundation.

Defendant CTS' repeated failure to make necessary repairs

48. Defendant Morabito's 2018 report confirms that Defendant CTS was aware of the significant concrete deterioration and related structural issues before this report, but that CTS chose to delay the necessary structural repairs, choosing instead to have shoddy patchwork repairs done.

49. Defendant Morabito's 2018 inspection and report cataloged the series of previous shoddy cosmetic repairs that CTS attempted, to avoid the necessary structural repairs. Morabito indicated that "many of the previous garage concrete repairs are failing resulting in additional concrete cracking, spalling and leaching of calcium carbonate deposits" and that the "underside of Entrance/Pool deck where the slab had been epoxy-injected, new cracks were radiating from the originally repaired cracks."

50. Morabito observed that the prior cosmetic repairs were of poor quality, the "installed epoxy is not continuous as observed from the bottom of the slab, which is evidence of poor workmanship performed by the previous contractor" and were "ineffective in properly repairing the existing cracked and spalled concrete slabs."

51. These findings by Morabito clearly rendered the Champlain Towers South building an "unsafe" structure under Miami-Dade County Building Code Section 8-5(b)(2)(ii).

52. Despite Defendants Morabito and CTS knowing, based on Morabito's findings of major structural damage, that Champlain Towers South was classified as an unsafe structure under

the Miami-Dade County Building Code, both CTS and Morabito failed to notify residents and occupants of the danger that the building posed. Likewise, both CTS and Morabito failed to take the actions that would change the building's classification from "unsafe".

53. Upon information and belief, Defendant CTS received complaints from residents that construction at Eight Seven Park was causing the Champlain Towers South building to shake, further demonstrating the building's lack of structural integrity. Defendant CTS ignored these reports of lack of structural integrity despite the consistency of these reports with Morabito's 2018 report.

54. Upon information and belief, Defendant CTS failed to inform residents of Champlain Towers South of the major structural damage and exponentially worsening concrete damage until April 2021.

55. On November 13, 2018, CTS Board Member Mara Chouela sent Morabito's report and estimates to the Town of Surfside Building Official Rosendo Prieto.

56. Upon receipt of the 2018 Morabito report, the Town of Surfside Building Official, Prieto, was required by Building Code Section 8.5(e) to have an inspection performed to make an independent assessment of the building's structural stability and to take immediate emergency action to protect the residents and community if the building was assessed to be unsafe.

57. Upon information and belief, the Town of Surfside and Prieto failed to have an inspection performed, failed to make an independent assessment of the building's structural stability and failed to take any emergency action to protect residents and the community from a building with major structural damage that was clearly unsafe.

58. On November 13, 2018, Ms. Chouela emailed Prieto, inviting him to an in-person Board Meeting "to explain the facts of the 40-year inspection."

59. On November 15, 2018, Prieto and Surfside Assistant Building Officer Mike Pena attended the CTS Board Meeting where Prieto falsely represented to the CTS Board that the building was “in very good shape”.

60. Prieto’s false representations of the building’s condition and safety were in direct contradiction with the substantive findings of Morabito’s 2018 report which had been provided to Prieto.

61. Defendants CTS and/or Morabito were required to submit a written report to the Town of Surfside certifying that the Champlain Towers South building was structurally safe and met the minimum inspection procedural guidelines discussed previously, pursuant to Miami-Dade County Building Code Section 8-11(f)(iv).

62. Defendants CTS and Morabito failed to submit the required report before the building’s collapse.

63. Instead, sixteen hours after the collapse of the Champlain Towers South building, Defendant Morabito submitted the report.

64. The unverified Section 8.11(f) report that Defendant Morabito submitted on June 24, 2021, is materially different than the October 8, 2018 report that Morabito previously submitted.

65. The unverified Section 8.11(f) report is stripped of all of Morabito’s previous findings about the building’s “major structural damage” that would “expand exponentially” if not repaired” and all references to “abundant cracking and spalling”.

66. Defendant Morabito knew or should have known that the issues it identified in the 2018 report rendered the Champlain Towers South building “unsafe”, structurally unstable, and at risk of collapse.

67. Defendant Morabito should have known that the issues it identified in 2018 required an examination of the building's foundation to assess its structural safety. Defendant Morabito failed to examine the building's foundation.

68. Despite Defendant Morabito's knowledge, it failed to instruct Defendant CTS that the building was at risk of collapse and failed to instruct Defendant CTS to evacuate the building until necessary structural repairs were made.

69. Likewise, the Town of Surfside failed to protect the residents and occupants of Champlain Towers South from the building collapse that was foreseeable when Rosendo Prieto received the 2018 Morabito Report informing him of "major structural damage" that would get "exponentially worse".

70. Upon information and belief, Defendant CTS retained Defendant Morabito and Defendant SD Architect in 2020 to effect repairs and restoration that were required for the 40-year inspection and recertification.

71. Defendant Morabito knew, when it was retained in 2020, that the "major structural damage" that it identified in 2018 had not been repaired and had gotten worse.

72. Despite Defendant Morabito's knowledge that the damage was worse, Defendant Morabito failed again to advise Defendant CTS, the building's residents and occupants, or the Town of Surfside that the building was at an extreme danger of catastrophic collapse and was unsafe for occupancy.

73. Defendant SD Architects was retained in 2021 to create plans for the remediation work related to the 40-year recertification.

74. In 2020, Defendant SD Architects learned of the major structural damage to the building and the risk of collapse, yet Defendant SD Architects failed to warn the building's residents that they were living in an unsafe building at risk of collapse.

75. Likewise, Defendant SD Architects failed to notify the Town of Surfside of the building's major structural damage, the risk of the building collapsing, and that the building was unsafe for occupation.

Town of Surfside

76. Plaintiff has provided notice of his claims against the Town of Surfside in accordance with Florida Statute 768.28.

77. Plaintiff anticipates that he will join the Town of Surfside as a defendant in this action to answer for their conduct.

78. Surfside's Building Official – Prieto – received direct notice that the building had major structural damage, yet he failed to take any action required by the Miami-Dade County Building Code to protect the health and safety of the building's residents.

79. The Morabito Report dated October 8, 2018, shows findings of "major structural damage" and "abundant cracking and spalling" of the structural concrete clearly rendered the Champlain Towers South building an "unsafe structure."

80. Surfside's receipt of the Morabito Report required it to have an inspection conducted to make an independent assessment of the building's structural stability and to determine if it was safe for continued occupancy, or if unsafe, to take immediate emergency action to protect residents and the community.

81. The Town of Surfside had a duty to protect the residents and occupants of the Champlain Towers South building upon receipt of the 2018 Morabito Report.

82. The Town of Surfside clearly breach their duty to residents and occupants of the Champlain Towers South building because they failed to have an inspection done, failed to find the building unsafe, failed to warn residents and occupants of the building and failed to evacuate the building before it collapsed.

83. The Town of Surfside further breached their duties to residents and occupants of the building when Prieto, as a Town official, falsely represented to residents and occupants that the building was safe and “in very good shape”.

84. As a direct and proximate result of the Defendants’ negligent, grossly negligent, reckless conduct, as described herein, Graciela Ponce de Leon Cattarossi suffered fatal injuries and as a result of the collapse suffered catastrophic physical injuries, intense and unimaginable pain and suffering, and lost wages.

85. Plaintiff takes this action, in part, to ensure that all evidence is preserved.

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

86. Plaintiff sues Defendant CTS realleging paragraphs 1 through 84, and further alleges:

87. Defendant CTS had a duty and responsibility to maintain the structural safety of the Champlain Towers South condominium building and to act reasonably to address any issues or concerns with the structural safety of the building.

88. Defendant CTS had a duty to maintain the Champlain Towers South condominium building in a safe condition pursuant to Miami-Dade County Building Code Section 8.11(a).

89. Defendant CTS had a duty to safeguard the residents and occupants of the Champlain Towers South condominium building including Plaintiff, and to protect them from foreseeable harm.

90. Defendant CTS had a duty to warn the residents and occupants of the Champlain Towers South condominium building, including Plaintiff, of any known dangers existing at the building which could foreseeably place the residents and occupants at risk of harm.

91. Plaintiff was a business invitee of Defendant CTS and as such was owed the highest duty of care.

92. Defendant CTS failed its duties, and as a result, the building collapsed on June 24, 2021.

93. The deaths, catastrophic injuries, and damages suffered by Plaintiff's decedents and Plaintiff were caused by the negligence, carelessness, gross negligence, recklessness, and outrageous conduct of Defendant CTS, acting by and through its agents, servants, workmen, employees, apparent agents, and/or alter egos, both generally and in the following respects:

a. Knowingly placing the residents and occupants of the Champlain Towers South condominium building at grave and immediate risk of harm;

b. Failing to maintain the Champlain Towers South condominium building in a structurally safe and sound condition;

c. Failing to maintain the Champlain Towers South condominium building in a structurally safe and sound condition despite obvious and known structural damage and deterioration to the building;

d. Failing to make the structural repairs necessary to ensure the structural stability of the Champlain Towers South condominium building;

e. Failing to make the structural repairs necessary to ensure the structural stability of the Champlain Towers South condominium building despite being explicitly told that they must be made urgently;

- f. Ignoring the obvious structural damage and deterioration to the building;
- g. Failing to heed the warnings and recommendations given in regard to the structural integrity of the building;
- h. Failing to heed the warnings and recommendations given in regard to the structural integrity of the building despite knowing that such a failure would expose the residents and occupants of the building to the unreasonable and unacceptable risk of serious harm;
- i. Failing to adequately inspect the property and its structural elements to ensure that the building was structurally safe;
- j. Failing to undertake repairs and remediation work necessary to ensure the structural stability of the building;
- k. Knowingly deciding to forego critical structural repairs in an attempt to save money;
- l. Failing to perform appropriate testing to ensure that the structural concrete members of the building had sufficient strength and/or were otherwise sufficiently structurally safe;
- m. Performing inadequate and ineffective repairs to the structural concrete in the building;
- n. Failing to evacuate the building until such time that the necessary structural repairs could be made;
- o. Failing to warn the residents and occupants of the building that Defendant had identified and/or been notified of significant structural damage to the building;
- p. Failing to warn the residents and occupants that the building was not structurally safe;
- q. Concealing the results of the 2018 report from the residents and occupants of the building;
- r. Permitting the structural elements of the building to degrade and deteriorate to such an extent that the collapse occurred;

s. Permitting the structural elements of the building to degrade and deteriorate to such an extent that the collapse occurred despite being explicitly told that repairs were immediately necessary;

t. Allowing residents and people to occupy the building despite knowing of the significant structural damage and deterioration of the building;

u. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of;

v. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of despite knowing that such a failure would expose the residents and occupants of the building to the unreasonable and unacceptable risk of severe harm;

w. Failing to repair the significant damage and deterioration to the structural concrete underneath the pool deck;

x. Failing to repair the significant damage and deterioration to the structural concrete underneath the pool deck despite being explicitly informed that it presented a major structural problem;

y. Hiring and/or employing inadequately trained inspectors who failed to detect the significant extent of the structural damage and that the building was at an imminent threat to collapse;

z. Hiring and/or employing inadequately trained and/or incapable repair personnel to repair the damage in the structural concrete;

aa. Violating the Miami-Dade County Building Code;

bb. Knowingly violating the Miami-Dade County Building Code;

- cc. Breaching its duties under the Restatement (Second) of Torts;
- dd. Failing to safeguard and protect the residents and occupants of the building despite knowing of the significant structural damage to the building;
- ee. Failing to repair the waterproofing under the pool deck despite knowing that it was insufficient and causing significant damage and deterioration to the structural concrete slab below;
- ff. Ignoring countless warning signs and red flags that the building was not structurally safe and was at an immediate risk of collapse;
- gg. Failing to develop and implement a policy, procedure, and/or protocol to identify and timely address structural damage and deterioration;
- hh. Choosing profits over the safety of the residents and occupants of the building.

94. Defendant CTS's conduct, as described above, demonstrated a disregard for the safety and health of the residents and occupants of the Champlain Towers South condominium building, including Plaintiff's decedents, and for the citizens of Surfside.

95. Defendant CTS' carelessness, negligence, gross negligence, recklessness, and outrageous conduct of Defendant CTS, Plaintiff's decedents were caused to sustain the serious and permanent catastrophic injuries and death as set forth above.

96. By conducting itself as set forth above, Defendant CTS' acts and/or omissions were a substantial factor in, a factual case of, and/or increased the risk of harm to Plaintiff's decedents.

WHEREFORE, Plaintiff Marcelo Cattarossi, as Representative of the Estate and Person of Graciela Ponce de Leon de Cattarossi, demand judgment against Defendant CTS in an amount in excess of this Court's jurisdictional threshold in compensatory damages, delay damages, punitive damages, interest and allowable costs of suit and bring this action to recover same.

COUNT II – NEGLIGENCE
MORABITO CONSULTANTS, INC.

97. Plaintiff sues Defendant Morabito realleging paragraphs 1 through 84, and further alleges:

98. Defendant Morabito had a duty to adequately and thoroughly inspect the structural safety of the Champlain Towers South condominium for any and all signs of structural damage and deterioration.

99. Defendant Morabito had a duty to determine whether the Champlain Towers South condominium building was structurally safe and sound and fit for continued occupancy.

100. Defendant Morabito had a duty to determine whether the Champlain Towers South condominium building was structurally safe and sound and fit for continued occupancy.

101. Defendant Morabito had a duty to ensure that the results of its structural inspection and analysis were adequately and clearly communicated to Defendant CTS.

102. Defendant Morabito had a duty to ensure that the implications and potential consequences of the findings of its inspection and analysis were clearly communicated to Defendant CTS.

103. Defendant Morabito had a duty to determine and analyze the risk of an imminent collapse and clearly communicate the results of such an analysis and determination to Defendant CTS.

104. Defendant Morabito had a duty to ensure that appropriate corrective measures were put into place following any inspection and analysis that determined the Champlain Towers South condominium building was not structurally safe, for the safety of the residents and occupants.

105. Upon being retained in 2020 and observing that the major structural damage it identified in its 2018 report had not been repaired, Defendant Morabito had a duty to notify

Defendant CTS and the residents and occupants of the building that the building was at an imminent risk of collapse and that immediate action needed to be taken.

106. Defendant Morabito failed the duties recited herein and as a result, the Champlain Towers South condominium building collapsed on June 24, 2021.

107. The deaths, catastrophic injuries, and damages suffered by Plaintiff's decedents and Plaintiff were caused by the negligence, carelessness, gross negligence, recklessness, and outrageous conduct of Defendant CTS, acting by and through its agents, servants, workmen, employees, apparent agents, and/or alter egos, both generally and in the following respects:

a. Failing to conduct a thorough and adequate structural inspection of the Champlain Towers South building:

b. Failing to identify significant structural damage and deficiencies during inspection of the Champlain Towers South building;

c. Failing to determine or analyze whether the Champlain Towers South building was structurally safe and fit for continued occupancy;

d. Failing to determine or analyze whether the Champlain Towers South building was structurally safe and fit for continued occupancy despite knowing that such a failure would expose the residents and occupants of the building to the unreasonable and unacceptable risk of severe harm;

e. Failing to adequately analyze the risks and dangers presented by the significant structural damage and deterioration identified during its inspection;

f. Failing to adequately communicate the risks and dangers presented by the significant structural damage and deterioration identified in its inspection to Defendant CTS;

g. Failing to recognize that the Champlain Towers South building was at an imminent risk of collapse;

h. Failing to advise that the Champlain Towers South building was at an imminent risk of collapse;

i. Failing to inform Defendant CTS that the structural repairs had to be made immediately otherwise a collapse could occur;

j. Failing to employ competent and sufficiently trained inspectors and engineers;

k. Failing to adequately and thoroughly explain to Defendant CTS the consequences and ramifications of a failure or refusal to fix the significant structural damage and deficiencies identified in the inspection;

l. Failing to advise and/or demand that the building be evacuated until such time that the significant structural damage was repaired and/or otherwise addressed;

m. Failing to adequately warn Defendant CTS and the residents and occupants, including Plaintiffs, of the imminent threat posed by the significant structural damage observed;

n. Failing to demand and/or otherwise ensure that the structural damage was appropriately addressed and/or repaired;

o. Failing to conduct a proper structural engineering analysis of the Champlain Towers South building;

p. Failing to conduct a structural analysis of the foundation of the Champlain Towers South building despite knowing of the major structural damage that was clearly visible during its 2018 inspection;

q. Failing to urgently inform Defendant CTS and the residents that immediate emergency action must be taken to protect the lives of the building's 36 residents upon being retained again in 2020 and learning that none of the major structural damage identified in 2018 had been fixed;

r. Failing to recognize that the Champlain Towers South building had been sinking since at least the 1990's and that this sinking potentially compromised the structural integrity of the building's foundation;

s. Failing to insist that the major structural damage identified in 2018 be repaired immediately or otherwise evacuate the residents of the building;

t. Violating the Miami-Dade County Building Code;

u. Knowingly violating the Miami-Dade County Building Code;

WHEREFORE, Plaintiff Marcelo Cattarossi, as Representative of the Estate and Person of Graciela Ponce de Leon de Cattarossi, demand judgment against Defendant Morabito in an amount in excess of this Court's jurisdictional threshold in compensatory damages, delay damages, punitive damages, interest and allowable costs of suit and bring this action to recover same.

COUNT III – NEGLIGENCE
SD ARCHITECTS, P.A.

108. Plaintiff sues Defendant SD Architects realleging paragraphs 1 through 84, and further alleges:

109. Upon information and belief, Defendant SD Architects learned of the major structural damage that the Champlain Towers South building suffered when it was retained by CTS to create architectural plans for the 2021 planned remediation work.

110. Upon learning of the major structural damage, Defendant SD Architects had a duty to determine whether the Champlain Towers South condominium building was safe for continued occupancy.

111. Defendant SD Architects had a duty to determine whether the Champlain Towers South building was at risk of collapse and, upon making said determination inform Defendant CTS and the residents of the risk of collapse caused by the major structural damage and/or alert officials who could take emergency action to protect the lives of the residents.

112. Defendant SD Architects had a duty to determine whether the sinking of the Champlain Towers South building, which Defendant knew or should have known was occurring since at least the 1990's, had structurally compromised the foundation of the building.

113. Defendant SD Architects had a duty to determine and analyze the risk of an imminent collapse and clearly communicate the results of such an analysis and determination to Defendant CTS.

114. Defendant SD Architects had a duty to take action to ensure that appropriate corrective measures were put into place after learning of the major structural damage to the Champlain Towers South building.

115. Upon being retained in 2020 and observing that none of the major structural damage identified by Defendant Morabito in 2018 had been addressed and knowing that it had only gotten exponentially worse, Defendant SD Architects had an unquestionable duty to notify Defendant CTS and the residents that the building was at an imminent risk of collapse and immediate action needed to be taken.

116. Defendant SD Architects failed these duties and as a result, the Champlain Towers South condominium building collapsed on June 24, 2021.

117. The deaths, catastrophic injuries, and damages suffered by Plaintiff's decedents and Plaintiff were caused by the negligence, carelessness, gross negligence, recklessness, and outrageous conduct of Defendant SD Architects, acting by and through its agents, servants,

workmen, employees, ostensible agents, and/or alter egos, both generally and in the following particular respects:

a. Failing to conduct a thorough and adequate structural analysis of the Champlain Towers South building;

b. Failing to determine or analyze whether the Champlain Towers South building was safe for continued occupancy;

c. Failing to determine or analyze whether the Champlain Towers South building was safe for continued occupancy despite knowing that such a failure would expose the residents and occupants of the building to the unreasonable and unacceptable risk of severe harm;

d. Failing to adequately analyze the risks and dangers presented by the significant structural damage and deterioration identified by Morabito and learned of by Defendant SD Architects upon its retention;

e. Failing to adequately communicate the risks and dangers presented by the significant structural damage and deterioration to Defendant CTS;

f. Failing to recognize that the Champlain Towers South building was at an imminent risk of collapse;

g. Failing to advise that the Champlain Towers South building was at an imminent risk of collapse;

h. Failing to inform Defendant CTS that immediate emergency action must be taken to protect the residents from a catastrophic collapse;

i. Failing to employ competent and sufficiently trained personnel;

j. Failing to reach a determination as to the safety of the building's foundation;

k. Failing to reach a determination as to the safety of the building's foundation even though Defendant knew or should have known that the building was sinking since at least the 1990's and that this sinking could significantly compromise the safety of the building;

l. Failing to advise and/or demand that the building be evacuated until such time that the significant structural damage was repaired and/or otherwise addressed;

m. Failing to adequately warn Defendant CTS and the residents and occupants, including Plaintiffs, of the imminent threat posed by the significant structural damage learned of upon its retention;

n. Failing to demand and/or otherwise ensure that the structural damage was appropriately addressed and/or repaired;

o. Failing to urgently inform Defendant CTS and the residents that immediate emergency action must be taken to protect the lives of the building's residents upon being retained again in 2020 and learning that none of the major structural damage identified by Morabito in 2018 had been fixed;

p. Failing to insist that the major structural damage that existed be repaired immediately or otherwise evacuate the residents of the building;

q. Violating the Miami-Dade County Building Code;

r. Knowingly violating the Miami-Dade County Building Code;

s. Defendant SD Architect's conduct, as described above, demonstrated a disregard for the safety and health of the residents and occupants of the Champlain Towers South condominium building, including Plaintiff's decedents, and for the citizens of Surfside.

118. By reason of the carelessness, negligence, carelessness, gross negligence, recklessness, and outrageous conduct of Defendant SD Architects, as aforesaid, Plaintiff's

decedents were caused to sustain the serious and permanent catastrophic injuries and death as set forth herein.

119. By conducting itself as set forth above, Defendant's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of harm to Plaintiffs' decedents.

WHEREFORE, Plaintiff Marcelo Cattarossi, as Representative of the Estate and Person of Graciela Ponce de Leon de Cattarossi, demand judgment against Defendant SD Architects in an amount in excess of this Court's jurisdictional threshold in compensatory damages, delay damages, punitive damages, interest and allowable costs of suit and bring this action to recover same.

COUNT IV – WRONGFUL DEATH
ALL DEFENDANTS

120. Plaintiff sues all Defendants realleging paragraphs 1 through 84, and further alleges:

121. As a direct and proximate result of Defendant's negligence conduct, as described above, Graciela Ponce de Leon de Cattarossi was killed on or after June 24, 2021.

122. Graciela Ponce de Leon de Cattarossi is survived by her children, Marcelo Cattarossi and Joanne Cattarossi Molinari.

123. Plaintiff brings this claim under Florida's Wrongful Death Act, F.S.A. § 768.16, et seq. for the benefit of Graciela Ponce de Leon de Cattarossi's survivors and estate for all damages as specified in the Wrongful Death Act caused by the injury resulting in death.

124. By reason of the death of Graciela Ponce de Leon de Cattarossi, her beneficiaries have in the past and will in the future continue to suffer great pecuniary loss, including but not limited to, loss of support, loss of aid, loss of services, loss of companionship, loss of consortium and comfort, loss of counseling and loss of guidance and mental pain and suffering.

125. As a direct and proximate result of the foregoing, decedent's survivors incurred or have been caused to incur and pay large and various expenses for medical treatment, hospital care

and medicine rendered to decedent until the time of their death and to incur various funeral, burial and estate and administration expenses for which Plaintiff is entitled to compensation in this proceeding.

126. Plaintiff claims on behalf of the Estate of Graciela Ponce de Leon de Cattarossi all damages suffered by the Estate by reason of the death of Graciela Ponce de Leon de Cattarossi, including without limiting the generality of the following: severe injuries to Graciela Ponce de Leon de Cattarossi, which resulted in her death; the anxiety, horror, fear of impending death, mental disturbance, pain, suffering, and other intangible losses which Graciela Ponce de Leon de Cattarossi suffered prior to her death; the loss of future earning capacity suffered by Graciela Ponce de Leon de Cattarossi from the date of her death until the time in the future that she would have lived had she not died as a result of injuries sustained; the loss and total limitation and deprivation of her normal activities, pursuits, and pleasures from the date of his death until such time in the future as she would have lived had he not died as a result of the injuries sustained by reason of the carelessness, negligence, carelessness, gross negligence, recklessness, and outrageous conduct of Defendants as described herein

WHEREFORE, Plaintiff Marcelo Cattarossi as Representative of the Estate and Person of Graciela Ponce de Leon de Cattarossi, demand judgment against Defendants, Champlain Towers South Condominium Association, Inc., Morabito Consultants, Inc., and SD Architects, P.A. in an amount in excess of this Court's jurisdictional threshold in compensatory damages, delay damages, punitive damages, interest and allowable costs of suit and bring this action to recover same.

COUNT V -- RES IPSA LOQUITUR
CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.

127. Plaintiff sues Defendant CTS realleging paragraphs 1 through 84, and further alleges:

128. The cause of injuries and death to Graciela Ponce de Leon de Cattarossi was under the exclusive control of Defendant CTS at all relevant times, including but not limited to common areas and load-bearing columns in the Champlain Towers South building.

129. The injuries and death of Graciela Ponce de Leon de Cattarossi would not, in the ordinary course of events, have occurred without negligence on the part of Defendant CTS, who was in control of the Champlain Towers South building at all relevant times.

130. Graciela Ponce de Leon de Cattarossi did not contribute to the collapse of the Champlain Towers South building.

131. The negligence, carelessness, reckless acts and omissions of Defendant CTS, were the proximate cause of the injuries and death of Graciela Ponce de Leon de Cattarossi.

WHEREFORE, Plaintiff Marcelo Cattarossi as Representative of the Estate and Person of Graciela Ponce de Leon de Cattarossi, demand judgment against Defendant, Champlain Towers South Condominium Association, Inc. in an amount in excess of this Court's jurisdictional threshold in compensatory damages, delay damages, punitive damages, interest and allowable costs of suit and bring this action to recover same.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendants as follows:

a. For an award of damages, including nominal and compensatory damages, including past and future pain and suffering, past and future treatment costs, loss of support and consortium, and other amounts as allowed by law and in an amount to be determined;

b. For an award of punitive damages as allowed by law and in an amount to be determined;

- c. For prejudgment interest on all amounts awarded; and
- d. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

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

CERTIFICATE RE: E-FILING AND E-SERVICE

I HEREBY CERTIFY that this Complaint was filed electronically on **July 9, 2021**, in compliance with Florida Rules of Judicial Administration 2.515 and 2.516(e).

I HEREBY CERTIFY, that a true and correct copy of the foregoing was served with the Summons and Complaint filed herein.

I FURTHER CERTIFY for purposes of service of any documents after initial process that staff.efile@epllc.com is primary and brad@epllc.com, brittany@epllc.com, catherine@epllc.com, seth@epllc.com maria@epllc.com, mcardenal@epllc.com, and iris@epllc.com are secondary.

EDWARDS POTTINGER LLC
*Attorneys for Plaintiff Marcelo Cattarossi,
Representative of Estate and person of
Graciela Ponce de Leon de Cattarossi*
425 North Andrews Avenue, Suite 2
FORT LAUDERDALE, FL 33301
(954)524-2820 TELEPHONE
(954)524-2822 Fax
brad@epllc.com
brittany@epllc.com
catherine@epllc.com
seth@epllc.com

BY: /s/ Seth M. Lehrman
BRADLEY J. EDWARDS
FLORIDA BAR NO.: 542075
BRITTANY N. HENDERSON
FLORIDA BAR NO.: 118247
CATHERINE L. DAVIS
FLORIDA BAR NO.:122172
SETH M. LEHRMAN
FLORIDA BAR NO.: 132896