

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

CASE NO:

STEPHANIE MCMANUS, as Personal
Representative of the Estate of ELAINE
LIA HOWARD SABINO,

Plaintiff,

vs.

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

Defendants.

COMPLAINT

Plaintiff, STEPHANIE MCMANUS as Personal Representative of the Estate of ELAINE LIA HOWARD SABINO (hereinafter "Plaintiff" or "Ms. McManus"), by and through her undersigned counsel, hereby sues the Defendants, CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC. (hereinafter "CHAMPLAIN TOWERS"), MORABITO CONSULTANTS, INC. (hereinafter "MORABITO CONSULTANTS"), and S D ARCHITECTS, P.A. (hereinafter "S D ARCHITECTS"), and in support thereof state 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 her death, Ms. Sabino was a resident of Miami-Dade County, Florida and was an invitee at the residence of Richard Augustine at 8777 Collins Avenue, PH-10, in the CHAMPLAIN TOWERS.

4. At all times material hereto, Plaintiff, Stephanie McManus, is the surviving daughter of Ms. Sabino, and is acting as the Personal Representative of the Estate of Elaine Lia Howard Sabino.

5. Pursuant to Fla. Stat. § 768.21, Florida's Wrongful Death Act, the following are entitled to recover damages for the wrongful death of Ms. Sabino:

- a. The Estate of Ms. Sabino; and
- b. Plaintiff, Stephanie McManus, as Personal Representative of the Estate of Elaine Lia Howard Sabino.

6. At all times material hereto, Defendant, CHAMPLAIN TOWERS, 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, CHAMPLAIN TOWERS, was authorized to do business and was doing business in Miami-Dade County, Florida.

8. At all times material hereto, Defendant, CHAMPLAIN TOWERS, 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, CHAMPLAIN TOWERS 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, CHAMPLAIN TOWERS.

10. At all times material hereto, Defendant, MORABITO CONSULTANTS, 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 CONSULTANTS, was authorized to do business and was doing business in Miami-Dade County, Florida.

12. At all times material hereto, Defendant, MORABITO CONSULTANTS was hired, retained and/or was otherwise rendering professional engineering services at the request of Defendant, CHAMPLAIN TOWERS. Specifically, Defendant, MORABITO CONSULTANTS, was responsible for inspecting the Champlain Towers Building and certifying its structural integrity.

13. At all times material hereto, Defendant, MORABITO CONSULTANTS, 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 CONSULTANTS.

14. At all times material hereto, Defendant, S D ARCHITECTS, was and is a Florida Profit Corporation, with its principal place of business located at 3151 NW 114th Terrace, Coral Springs, Florida 33065.

15. At all times material hereto, Defendant, S D ARCHITECTS, was authorized to do business and was doing business in Miami-Dade County, Florida.

16. At all times material hereto, Defendant, S D ARCHITECTS, was hired by Defendant, CHAMPLAIN TOWERS, 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, S D 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, S D ARCHITECTS.

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, CHAMPLAIN TOWERS, retained Defendant, MORABITO CONSULTANTS 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 CHAMPLAIN TOWERS already had knowledge that the exterior walls and structure of the Champlain Towers Building needed repairs.

25. According to correspondence from Defendant, MORABITO CONSULTANTS, to Defendant, CHAMPLAIN TOWERS, 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, CHAMPLAIN TOWERS, Defendant, MORABITO CONSULTANTS, prepared a structural engineering report of the Field Survey it completed of the Champlain Towers Building (hereinafter the “2018 MORABITO CONSULTANTS Report”).

27. The 2018 MORABITO CONSULTANTS 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 CONSULTANTS 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 CONSULTANTS 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 CONSULTANTS Report, and the urgent need for immediate repairs, Defendant CHAMPLAIN TOWERS took no action.

29. While Defendant, CHAMPLAIN TOWERS, 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, CHAMPLAIN TOWERS, 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's, CHAMPLAIN TOWERS President states that the damage in the garage "has gotten significantly worse since the initial inspection," and "the concrete deterioration is accelerating."

34. Defendant, CHAMPLAIN TOWERS' 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, Ms. Sabino was in PH-10 of the Champlain Towers Building.

37. Authorities identified Ms. Sabino's remains on July 6, 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, CHAMPLAIN TOWERS' 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, CHAMPLAIN TOWERS, 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, CHAMPLAIN TOWERS, 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 CONSULTANTS, too did nothing to inform the residents of the building or officials of the serious and imminent need of repairs.

43. Defendant, MORABITO CONSULTANTS, stood by silently for three years while knowing the Champlain Towers Building was unsafe.

44. Defendant, MORABITO CONSULTANTS, 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 CONSULTANTS Report to the Surfside Building Department, as required by Miami-Dade County Building Code Section 8-11(f)(iv).

45. Defendant, CHAMPLAIN TOWERS, also retained Defendant, S D 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, S D ARCHITECTS, knew of the deteriorating condition of the building's structure and the imminent need for repairs.

47. Despite having this knowledge, Defendant, S D ARCHITECTS, also did nothing to inform the residents or notify Surfside building officials.

48. The Defendants herein collectively and 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, CHAMPLAIN TOWERS, owned, managed and/or was otherwise responsible for the maintenance of the Champlain Towers Building.

51. At all times material hereto, Defendant, CHAMPLAIN TOWERS, owed a duty to its residents, occupants and invitees, including Ms. Sabino, to maintain the Champlain Towers Building in a reasonably safe condition.

52. At all times material hereto, Defendant, CHAMPLAIN TOWERS, owed a duty to its residents, occupants, and invitees, including Ms. Sabino, to warn of any dangerous conditions of which it knew or should have known of.

53. At all times material hereto, Defendant, CHAMPLAIN TOWERS, owed a duty to its residents, occupants and invitees, including Ms. Sabino, to correct and make safe any dangerous conditions in or around the building of which it knew or should have known of.

54. Defendant CHAMPLAIN TOWERS, breached its duties owed to residents, occupants and invitees, and specifically to Ms. Sabino, by committing one or more of the following acts:

- a. Failing to 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, CHAMPLAIN TOWERS', breach of the aforementioned duties, Ms. Sabino was forced to endure severe mental anguish, fear of impending death, the loss of future earning capacity suffered by Ms. Sabino 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; severe physical injuries and death.

56. As a direct and proximate result of Ms. Sabino's death, her 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 Ms. Sabino's death, the Estate has or will certainly incur funeral expenses.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Ms. Sabino 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, CHAMPLAIN TOWERS, owned, managed and/or was otherwise responsible for the maintenance of the Champlain Towers Building.

59. At all times material hereto, Defendant, CHAMPLAIN TOWERS, owed a duty to its residents, occupants and invitees, including Ms. Sabino, to maintain the Champlain Towers Building in a reasonably safe condition.

60. At all times material hereto, Defendant, CHAMPLAIN TOWERS, owed a duty to its residents, occupants and invitees, including Ms. Sabino, to warn of any dangerous conditions of which it knew or should have known of.

61. At all times material hereto, Defendant, CHAMPLAIN TOWERS, owed a duty to its residents, occupants and invitees, including Ms. Sabino, 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, CHAMPLAIN TOWERS, 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, CHAMPLAIN TOWERS, became aware of the major structural damages to the building in at least 2018, several years before its collapse.

64. Defendant, CHAMPLAIN TOWERS', 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, CHAMPLAIN TOWERS', 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, CHAMPLAIN TOWERS, willfully disregarded to ensure the health and safety of its residents.

67. As a result of Defendant, CHAMPLAIN TOWERS', 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 Ms. Sabino.

68. As a result of Defendant, CHAMPLAIN TOWERS', willful and conscious disregard to the life and safety of its residents, occupants and invitees, Ms. Sabino was forced to endure severe mental anguish, fear of impending death, the loss of future earning capacity, severe physical injuries and death.

69. As a direct and proximate result of Ms. Sabino's death, her 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 Ms. Sabino's death, the Estate has or will certainly incur funeral expenses.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Ms. Sabino 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 CONSULTANTS, was hired by Defendant, CHAMPLAIN TOWERS, to inspect the Champlain Towers Building and prepare a report.

72. At all times material hereto, Defendant, MORABITO CONSULTANTS, had a duty to evaluate and analyze the structural integrity of Champlain Towers Building.

73. At all times material hereto, Defendant, MORABITO CONSULTANTS, had a duty to ensure that its findings and recommendations were adequately communicated to Defendant, CHAMPLAIN TOWERS.

74. At all times material hereto, Defendant, MORABITO CONSULTANTS, 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 CONSULTANTS, owed a duty to notify Defendant, CHAMPLAIN TOWERS, and its residents of the significant risk of collapse posed by the existing structural damage of the Champlain Tower Building.

76. Defendant, MORABITO CONSULTANTS, 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, CHAMPLAIN TOWERS;

- 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 Ms. Sabino;
- 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 CONSULTANTS', breach of the aforementioned duties, Ms. Sabino was forced to endure severe mental anguish, fear of impending death, the loss of future earning capacity, severe physical injuries and death.

78. As a direct and proximate result of Ms. Sabino's death, her 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 Ms. Sabino's death, the Estate has or will certainly incur funeral expenses.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Ms. Sabino against Defendant MORABITO CONSULTANTS, together with all costs of this action, and such other additional relief as this Court deems just and proper.

COUNT IV – NEGLIGENCE AGAINST S D 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, S D ARCHITECTS, was retained by Defendant, CHAMPLAIN TOWERS, to create architectural plans for the 40-year recertification and renovations of the Champlain Towers Building.

81. At all times material hereto, Defendant, S D ARCHITECTS learned of the structural damage to Champlain Towers Building upon, or shortly after, being hired by Defendant, CHAMPLAIN TOWERS.

82. At all times material hereto, in preparing the architectural plans, Defendant, S D 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, Defendant, S D 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, S D 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, S D ARCHITECTS, did nothing.

86. As a result of Defendant, S D 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 of S D Architects' failure to report to the proper authorities and/or officials of the compromised structural integrity of building, Ms. Sabino was forced to endure severe mental anguish, fear of impending death, the loss of future earning capacity, severe physical injuries and death.

88. As a direct and proximate result of Ms. Sabino'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 Ms. Sabino against Defendant, S D ARCHITECTS, P.A., together with all costs of this action, and such other additional relief as this Court deems just and proper.

**COUNT V-WRONGFUL DEATH COUNT AGAINST CHAMPLAIN TOWERS SOUTH
CONDOMINIUM ASSOCIATIONS, INC.**

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

89. Ms. Sabino was unaccounted for and buried under the collapsed Champlain Towers South building for several days following the collapse.

90. Ms. Sabino's remains were located in the rubble and identified on July 6, 2021.

91. Ms. Sabino is survived by her daughter, STEPHANIE MCMANUS.

92. Plaintiff brings this claim under Florida's Wrongful Death Act, F.S.A. § 768.16, *et seq.* for the benefit of Ms. Sabino's survivors and estate for all damages as specified in the Wrongful Death Act caused by the injury resulting in death.

93. By reason of the death of Ms. Sabino, 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, loss of guidance and mental pain and suffering.

94. 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 are entitled to compensation in this proceeding.

95. Plaintiff claims on behalf of the Estate of Elaine Lia Howard Sabino all damages suffered by the Estate by reason of the death of Ms. Sabino, including without limiting the generality of the following: severe injuries to Ms. Sabino, which resulted in her death; the anxiety, horror, fear of impending death, mental disturbance, pain, suffering, and other intangible losses which Ms. Sabino suffered prior to her death; the loss of future earning capacity suffered by Ms. Sabino 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 her death until such time in the future as she would have lived had she not died as a result of the injuries sustained by reason of the carelessness, negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendants as described herein.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Ms. Sabino against Defendant, CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATIONS, INC., together with all costs of this action, and such other additional relief as this Court deems just and proper.

**COUNT VI-WRONGFUL DEATH COUNT AGAINST
MORABITO CONSULTANTS, INC.**

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

96. Ms. Sabino was unaccounted for and buried under the collapsed Champlain Towers South building, for several days following the collapse.

97. Ms. Sabino's remains were located in the rubble and identified on July 6, 2021.

98. Ms. Sabino is survived by her daughter, STEPHANIE MCMANUS.

99. Plaintiff brings this claim under Florida's Wrongful Death Act, F.S.A. § 768.16, *et seq.* for the benefit of Ms. Sabino's survivors and estate for all damages as specified in the Wrongful Death Act caused by the injury resulting in death.

100. By reason of the death of Ms. Sabino, 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, loss of guidance and mental pain and suffering.

101. 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 are entitled to compensation in this proceeding.

102. Plaintiff claims on behalf of the Estate of Elaine Lia Howard Sabino all damages suffered by the Estate by reason of the death of Ms. Sabino, including without limiting the generality of the following: severe injuries to Ms. Sabino, which resulted in her death; the anxiety, horror, fear of impending death, mental disturbance, pain, suffering, and other intangible

losses which Ms. Sabino suffered prior to her death; the loss of future earning capacity suffered by Ms. Sabino 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 her death until such time in the future as she would have lived had she not died as a result of the injuries sustained by reason of the carelessness, negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendants as described herein.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Ms. Sabino 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 VII-WRONGFUL DEATH COUNT AGAINST
S D ARCHITECTS, P.A.**

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

103. Ms. Sabino was unaccounted for and buried under the collapsed Champlain Towers South building, for several days following the collapse.

104 Ms. Sabino's remains were located in the rubble and identified on July 6, 2021.

105. Ms. Sabino is survived by her daughter, STEPHANIE MCMANUS.

106. Plaintiff brings this claim under Florida's Wrongful Death Act, F.S.A. § 768.16, *et seq.* for the benefit of Ms. Sabino's survivors and estate for all damages as specified in the Wrongful Death Act caused by the injury resulting in death.

107. By reason of the death of Ms. Sabino, 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, loss of guidance and mental pain and suffering.

108. 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 are entitled to compensation in this proceeding.

109. Plaintiff claims on behalf of the Estate of Elaine Lia Howard Sabino all damages suffered by the Estate by reason of the death of Ms. Sabino, including without limiting the generality of the following: severe injuries to Ms. Sabino, which resulted in her death; the anxiety, horror, fear of impending death, mental disturbance, pain, suffering, and other intangible losses which Ms. Sabino suffered prior to her death; the loss of future earning capacity suffered by Ms. Sabino 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 her death until such time in the future as she would have lived had she not died as a result of the injuries sustained by reason of the carelessness, negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendants as described herein.

WHEREFORE, Plaintiff demands judgment for damages for the wrongful death of Ms. Sabino against Defendant, S D 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, Stephanie McManus, as Personal Representative of the Estate of Elaine Lia Howard Sabino, hereby demands a trial by jury on all issues so triable as of right.

Dated this 12th day of July, 2021.

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