

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

CIVIL DIVISION

Case No.:

MANUEL GUARA, individually, and as
Personal Representative of the Estate of
MARCUS J. GUARA, deceased,

Plaintiff,

v.

**CHAMPLAIN TOWERS SOUTH
CONDOMINIUM ASSOCIATION, INC.**,

Defendant.

_____ /

COMPLAINT

Plaintiff, Manuel Guara, individually, and as Personal Representative of the Estate of Marcus J. Guara, by and through undersigned counsel, hereby sues Champlain Towers South Condominium Association, Inc., demands a trial by jury on all issues so triable, and further states as follows:

1. This is an action for damages in excess of this Court's jurisdictional minimal limits of \$30,000.00, exclusive of costs and interest, and is otherwise within the jurisdiction of this Court.

2. At all times material, Manuel Guara was and is a resident of Florida, over the age of eighteen (18) years, and otherwise *sui juris*.

3. At all times material, Marcus J. Guara was a resident of Florida, over the age of eighteen (18) years, and was otherwise *sui juris*.

4. At all times material, Defendant Champlain Towers South Condominium Association, Inc. (“Association”) was and is a Florida Not For Profit Corporation, authorized to do and doing business in the State of Florida, with its principal place of business located at 8777 Collins Avenue, Surfside, Florida 33154, Miami-Dade County.

5. On August 11, 2021, the Honorable Yvonne Colodny in Miami-Dade County Case Number 2021-003519-CP-02 appointed Manuel Guara as Personal Representative of the estate of Marcus J. Guara.

6. As Personal Representative of Marcus J. Guara’s Estate, Plaintiff brings this action in a representative capacity on behalf of all potential survivors and/or beneficiaries, including but not limited to the following:

- a. Elsie Dobal Guara, mother of Marcus J. Guara;
- b. Manuel Guara, brother of Marcus J. Guara;
- c. Annette Guara Hurst, sister of Marcus J. Guara;
- d. Anaely Rodriguez¹, deceased wife of Marcus J. Guara;
- e. Lucia Guara², deceased daughter of Marcus J. Guara;
- f. Emma Guara³, deceased daughter of Marcus J. Guara; and
- g. Any other individual(s) entitled to recover under applicable law.

7. Jurisdiction and venue are proper as all events giving rise to this action occurred in Miami-Dade County, Florida.

8. At all times material, Marcus J. Guara was a resident of Champlain Towers South and, thus, was a legal invitee while on the premises.

¹ Deceased in Champlain Towers South collapse.

² Deceased in Champlain Towers South collapse.

³ Deceased in Champlain Towers South collapse.

9. At all times material, Defendant Association, controlled, maintained, managed, operated, and/or supervised, a property and/or structure, Champlain Towers South, located at 8777 Collins Avenue, Surfside, Florida 33154, in Miami-Dade County (the “subject premises”).

10. Defendant Association was tasked with operating, managing, maintaining, controlling, and supervising the subject premises to ensure it remained in a safe and habitable condition on behalf of its residents and/or tenants.

11. At all times material, Defendant Association had a non-delegable duty to control, maintain, manage, operate, supervise and keep the subject premises in a reasonably safe condition and to warn of dangerous conditions to prevent injury to its residents and legal invitees on the subject premises, including, Marcus J. Guara.

12. On June 24, 2021, at approximately 1:20 a.m., while Marcus J. Guara was sleeping in his condominium at Champlain Towers South, with his family, a large part of the building and/or subject premises, including the part Marcus J. Guara was in, collapsed and within 15 seconds was reduced to rubble. As a result of the collapse, Marcus J. Guara became trapped and was killed.

COUNT 1
NEGLIGENCE AGAINST THE ASSOCIATION

Plaintiff Manuel Guara adopts and re-alleges paragraphs 1-12 as if set forth fully herein and further alleges:

13. At all times material, Defendant Association owed a duty to invitees and others lawfully on the subject premises, including and in particular, Marcus J. Guara, to control, maintain, manage, operate, supervise and keep the subject premises in a reasonably safe condition, to act reasonably in correcting structural issues within the

building and/or subject premises of which the Association knew or should have known, and/or to warn of dangerous and hazardous conditions.

14. At all times material, the Defendant Association owed a duty to Marcus J. Guara, and other legal invitees and others lawfully on the subject premises, to warn of dangers in Champlain Towers South of which the Association knew or should have known.

15. At all times material, Defendant Association, was negligent and breached its duty of care owed to Marcus J. Guara by committing the following acts and/or omissions, including, but not limited to:

- a. Failing to take adequate and proper steps to ensure the safety of Marcus J. Guara while on the subject premises;
- b. Failing to take adequate and proper steps to ensure the safety of legal invitees and others lawfully on the subject premises;
- c. Failing to control, maintain, manage, operate, supervise and/or keep Champlain Towers South in a reasonably safe and/or habitable condition;
- d. Failing to maintain Champlain Towers South in a reasonably safe condition;
- e. Failing to maintain Champlain Towers South in compliance with the Florida Building Code;
- f. Failing to maintain Champlain Towers South in compliance with the International Building Code;
- g. Failing to maintain Champlain Towers South in a reasonably safe condition per Miami-Dade County, Florida Code of Ordinances;
- h. Failing to adopt and implement adequate policies, protocols, and procedures pertaining to the inspection of the subject premises;
- i. Failing to adopt and implement adequate policies, protocols, and procedures pertaining to the maintenance of the subject premises;
- j. Failing to properly inspect the subject premises for dangerous and/or hazardous conditions;

- k. Failing to remediate any known or discoverable dangerous and/or hazardous conditions on the subject property;
- l. Failing to remediate Champlain Towers South's structural damage, including the failing concrete columns and slabs, that was observed in 2018;
- m. Failing to properly waterproof and maintain structural concrete slabs, walls, and columns;
- n. Failing to remediate the improperly performed repair work observed in the parking garage of Champlain Towers South;
- o. Failing to hire, fire, retain, supervise, instruct, and train competent employees, agents, contractors, engineers, inspectors, and/or appropriate entities with regards to inspecting and maintaining the subject premises;
- p. Failing to hire competent contractors, inspectors, engineers, and/or appropriate entities to perform the required maintenance;
- q. Failing to warn residents of structural concerns associated with the construction of the neighboring condominium building, Eighty Seven Park;
- r. Failing to warn residents of the dangers in Champlain Towers South of which the Association knew or should have known;
- s. Falsely telling the residents and owners of Champlain Towers South that the building was safe; and/or
- t. Otherwise failing to adequately maintain and keep the subject premises in a reasonably safe condition.

16. As a direct and proximate result of the Association's negligent acts and omissions, Marcus J. Guara was trapped and killed when Champlain Towers South collapsed.

17. As a direct and proximate result of the Association's negligent acts and omissions, Plaintiff and/or the Beneficiaries of the Estate of Marcus J. Guara have suffered unimaginable damages, including, mental pain and suffering for the loss of Marcus J. Guara; the loss of Marcus J. Guara's protection and companionship; the loss

of Marcus J. Guara's support and services in money or in kind; and all other damages to which they may be entitled under applicable law. All of these damages are continuing in nature.

18. As personal representative of the Estate of Marcus J. Guara, pursuant to Florida's Wrongful Death Statute, found at section 768.21, Plaintiff is entitled on behalf of the Estate to also recover funeral expenses, loss of earnings, prospective net accumulations, and all other damages to which Plaintiff, on behalf of the Estate, survivors, and/or beneficiaries may be entitled under applicable law.

WHEREFORE, Plaintiff Manuel Guara, individually, and as Personal Representative of the Estate of Marcus J. Guara, demands judgment for damages against Defendant Champlain Towers South Condominium Association, Inc., in excess of the minimal jurisdictional limits of this Court, as well as pre-judgment and post-judgment interest as allowed by law, costs in bringing this action as allowed by law, and demands trial by jury of all issues so triable.

Dated this 15th day of September, 2021.

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