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

COMPLEX LITIGATION DIVISON

CASE NO.:

Manuel Drezner, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Champlain Towers South Condominium Association, Inc.,

Defendant.
_____/

COMPLAINT

Plaintiff Manuel Drezner ("Plaintiff"), individually and on behalf of the Class defined herein of similarly situated persons, alleges the following against Defendant Champlain Towers South Condominium Association, Inc. ("Defendant"), based upon personal knowledge with respect to themselves and on information and belief derived from, among other things, investigation of counsel and review of public documents as to all other matters:

NATURE OF THE CASE

1. This action seeks to compensate the victims of this unfathomable loss.

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2. Specifically, Plaintiff brings this class action case against Defendant for its failures to secure and safeguard the lives and property of Plaintiff and Class members, as depicted above and described herein.

3. On June 24, 2021, the condominium building where Plaintiff, the Class, and their families own property, located at 8777 Collins Avenue, Surfside, FL, 33154 and known as Champlain Towers South, suffered a catastrophic collapse at approximately 1:30 a.m. local time.

4. The collapse of Champlain Towers South occurred, upon information and belief, due to Defendant's acts and omissions and their failure to properly protect the lives and property of Plaintiff and Class members. According to public statements made by Defendant's attorney Ken Direktor, "repair needs had been identified" with regard to certain structural issues but had not been implemented; one of the most breathtakingly frightening tragedies in the history of South Florida followed.

5. Upon information and belief, Defendant could have prevented the collapse of Champlain Towers South through the exercise of ordinary care, safety measures, and oversight.

6. The collapse of Champlain Towers South was due to Defendant's inadequate protection of both the safety of residents and visitors to the building, including Plaintiff and the Class and the lives and property of Plaintiff and the Class.

7. Defendant disregarded the rights of Plaintiff and Class members by intentionally, willfully, recklessly, or negligently doing the following: failing to take adequate and reasonable measures to ensure the safety and protection of its residents and their property, failing to disclose to its residents and visitors that it did not have adequate safety measures in

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place to safeguard occupants of Champlain Towers South, failing to take available steps to prevent the catastrophic collapse of the building, and failing to monitor the building and activities that led to the collapse of the building, among other things.

8. As a result of Defendant's acts and omissions, Plaintiff and Class members have been injured, including but not limited to loss of use of their property.

9. Defendant's failure to implement or maintain adequate safety measures for the protection of the lives and property of Plaintiff and the Class directly and proximately caused the injuries to Plaintiff and Class members.

10. Plaintiff and Class members retain a significant interest in seeking to remedy the harms they suffered as a result of the collapse, for themselves and on behalf of those similarly situated.

11. Plaintiff, individually and on behalf of similarly situated consumers, seeks to recover damages, equitable relief, restitution, disgorgement, reasonable costs and attorney fees, and all other remedies this Court deems proper.

JURISDICTION AND VENUE

12. This action is brought as a class action pursuant to Rule 1.220 of the Florida Rules of Civil Procedure.

13. The damages suffered and sought to be recovered herein exceed, in the aggregate, $5,000,000.00 (five-million dollars), exclusive of costs and attorney fees.

14. This Court has subject matter jurisdiction pursuant to § 26.012, Fla. Stat. This Court also has jurisdiction pursuant to §48.193, Fla. Stat., because the Defendant, or through an agent, conduct business in Florida; committed tortious acts within Florida; own, use or possess real property in Florida; and/or caused injury to persons and property within Florida arising from

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acts committed in Florida.

15. Venue is proper pursuant to Chapter 47 of Florida Statutes, including §§ 47.011, 47.025 and 47.051, Fla. Stat., because the transactions, acts and occurrences that give rise to this action occurred and/or accrued, among other places, in Miami-Dade County, Florida, and Defendant's wrongful conduct occurred in, among other places, Miami-Dade County, Florida.

PARTIES

16. Plaintiff Drezner is a resident and citizen of the state of Florida and had been residing in the subject Champlain Towers South, Unit 1009, of which he is an owner.

17. Defendant Champlain Towers South Condominium Association, Inc. is a not-for-profit corporation with its principal place of business located at 8777 Collins Avenue, Surfside, Florida 33154.

18. Plaintiff will seek leave of the Court to amend this complaint if and when he ascertains the true names and capacities of additional defendants who are responsible for negligently, intentionally, contractually, or in some other actionable manner for the events and happenings herein, and thereby caused injuries and damages to Plaintiff and the Class as hereinafter alleged, either through said defendant's own wrongful conduct or through the conduct of their agents, servants, employees, representatives, officers, or attorneys, or due to the ownership, lease, or management of the real property which is the subject of this litigation, or in some other manner.

STATEMENT OF FACTS

19. On June 24, 2021, at approximately 1:30 a.m., the 12-story condominium building known as Champlain Towers South, located at 8777 Collins Avenue, Surfside,

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Florida, 33154, suffered a catastrophic and traumatic collapse while residents were inside the approximately 135-unit building. Another picture of the collapse is depicted here:

20. Plaintiff and the Class suffered actual injury from the collapse of Champlain Towers South.

21. Plaintiff and the Class suffered actual injury in the form of damages to and diminution in the value of their property, a form of tangible property for which Plaintiff and the Class entrusted Defendant and which was compromised in and, as a result of, the building's collapse.

22. Defendant had the exclusive responsibility to inspect, provide, maintain, and/or repair the premises to ensure that reasonable safety measures were in place.

23. Plaintiff, the Class, and Defendant are bound by the rights and obligations

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controlled by Defendant's governing documents, including the Declaration of Condominium of Champlain Towers South Condominium, By-Laws, Rules, and Regulations and Amendments thereto ("Declaration") attached hereto and incorporated by reference as **Exhibit 1**.

24. Pursuant to the Declaration Section 1.A, "the Association shall maintain, repair and replace at the Association's own expense: (1) All common elements and limited common elements; . . . [and] (3) all portions of the unit (except interior wall surfaces) contributing to the support of the building, which shall include, but not be limited to, the outside walls of the building, and load-bearing columns . . . ."

25. Defendant failed to adequately secure the building, placing the lives and property of its occupants and visitors, including Plaintiff and the Class, at risk and resulting in the collapse of the building.

26. At all relevant times, Defendant was aware, or reasonably should have been aware, that Plaintiff's and the Class's lives and property were at risk due to the lack of precautions taken at Champlain Towers South.

27. At all relevant times, Defendant knew, or reasonably should have known, of the importance of safeguarding Plaintiff's and the Class's lives and property and of the foreseeable consequences that would occur if it failed to do so, including, specifically, the loss of life and use of property that Plaintiff and the Class would suffer if Defendant failed to take adequate precautions.

28. The collapse of Champlain Towers South was a direct and proximate result of Defendant's failure to properly safeguard and protect Plaintiff's and Class members' lives and property.

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29. As a direct and proximate result of Defendant's wrongful actions and inaction and the resulting collapse of Champlain Towers South, Plaintiff and Class members have suffered imminent, immediate, and continuing increased harm.

30. Defendant's wrongful actions and inaction directly and proximately caused the loss of life and use of property for Plaintiff and Class members, causing them to suffer, and to continue to suffer, economic damages and other actual harm for which they are entitled to compensation, including, but not limited to, ascertainable losses in the form of deprivation of the value of their property, loss of use of their property, and loss of access to their property.

CLASS ALLEGATIONS

31. Plaintiff seeks relief on behalf of himself and as representative of all others who are similarly situated. Pursuant to Fla. R. Civ. P. Rule 1.220(a), (b)(2), (b)(3) and (c)(4), Plaintiff seeks certification of a class defined as follows:

> All owners of condominium units at the property known as Champlain Towers South located at 8777 Collins Avenue, Surfside, Florida 33154.

32. Excluded from each of the above Class are Defendant and any of their affiliates, parents or subsidiaries; all employees of Defendant; all persons who make a timely election to be excluded from the Class; government entities; and the judges to whom this case is assigned, their immediate families, and court staff.

33. Plaintiff hereby reserves the right to amend or modify the class definition with greater specificity or division after having had an opportunity to conduct discovery.

34. The proposed Class meets the criteria for certification pursuant to Rule 1.220(a), (b)(2), (b)(3) and (c)(4).

35. The proposed Class includes residents and owners whose property was

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compromised in the collapse. Class members may be identified through objective means. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, internet postings, and/or published notice.

36. **Commonality. Fla. R. Civ. P. 1.220(a)(2) and (b)(3).** Consistent with Rule 1.220(a)(2) and with 1.220(b)(3)'s predominance requirement, this action involves common questions of law and fact that predominate over any questions affecting individual Class members. These common questions include, but are not limited to, the following:

a. Whether Defendant had a duty to protect the Class's property;

b. Whether Defendant knew or should have known of the susceptibility of Champlain Towers South to a building collapse;

c. Whether Defendant's measures to protect the lives and property of the Class were reasonable;

d. Whether Defendant was negligent in failing to implement reasonable and adequate safety procedures and practices;

e. Whether Defendant's failure to implement adequate safety measures allowed the collapse of Champlain Towers South to occur;

f. Whether Defendant's conduct, including their failure to act, resulted in or was the proximate cause of the collapse of Champlain Towers South, resulting in the loss of property of Plaintiff and Class members;

g. Whether Plaintiff and Class members were injured and suffered damages or other losses because of Defendant's failure to reasonably protect Champlain Towers South occupants and residents; and

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h. Whether Plaintiff and Class members are entitled to relief.

37. **Typicality. Fla. R. Civ. P. 1.220(a)(3).** Consistent with Rule 1.220(a)(3), Plaintiff's claims are typical of those of other Class members. Plaintiff is an owner who possesses rights to property at Champlain Towers South and had such rights compromised as a result of the building collapse. Plaintiff's damages and injuries are akin to other Class members, and Plaintiff seeks relief consistent with the relief of the Class.

38. **Adequacy. Fla. R. Civ. P. 1.220(a)(4).** Consistent with Rule 1.220(a)(4), Plaintiff is an adequate representative of the Class because Plaintiff is a member of the Class and is committed to pursuing this matter against Defendant to obtain relief for the Class. Plaintiff has no conflicts of interest with the Class. Plaintiff's Counsel are competent and experienced in litigating class actions, including negligence and construction litigation. Plaintiff intends to prosecute this case vigorously and will fairly and adequately protect the Class's interests.

39. **Superiority. Fla. R. Civ. P. 1.220(b)(3).** Consistent with Rule 1.220(b)(3), a class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The quintessential purpose of the class action mechanism is to permit litigation against wrongdoers, even when damages to individual plaintiffs may not be sufficient to justify individual litigation. Here, the damages suffered by Plaintiff and the Class are relatively small compared to the burden and expense required to individually litigate their claims against Defendant, and thus, individual litigation to redress Defendant's wrongful conduct would be impracticable. Individual litigation by each Class member would also strain the court system. Individual litigation creates the potential for inconsistent or contradictory

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judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

40. **Injunctive and Declaratory Relief.** Class certification is also appropriate pursuant to Rule 1.220(b)(2) and (c). Defendant, through its uniform conduct, acted or refused to act on grounds generally applicable to the Class as a whole, making injunctive and declaratory relief appropriate to the Class as a whole.

41. Likewise, particular issues pursuant to Rule 1.220(c)(4) are appropriate for certification because such claims present only particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interests therein. Such particular issues include, but are not limited to, the following:

a. Whether Defendant owed a legal duty to Plaintiff and the Class to exercise due care;

b. Whether Defendant's safety measures were reasonable;

c. Whether Defendant's failure to adequately comply with industry standards and/or to institute protective measures beyond industry standards amounted to negligence; and

d. Whether adherence to industry requirements, recommendations, and measures would have reasonably prevented the collapse of Champlain Towers South.

42. Finally, all members of the proposed Class are readily ascertainable. Defendant has access to information regarding Class members affected by the collapse. Using this information, Class members can be identified and their contact information can be ascertained

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for the purpose of providing notice to the Class.

COUNT I
RES IPSA LOQUITUR

43. Plaintiff restates and realleges the foregoing paragraphs as if fully set forth herein.

44. The cause of Plaintiff's and the Class's injuries was under the exclusive control of Defendant at all relevant times, including but not limited to common areas and load-bearing columns in Champlain Towers South.

45. Plaintiff's and the Class's injuries would not, in the ordinary course of events, have occurred without negligence on the part of Defendant, who was in control at all relevant times.

46. Neither Plaintiff nor the other Class members contributed to the collapse of Champlain Towers South and subsequent loss of their property as described herein.

47. As a direct and proximate result of Defendant's negligence, carelessness, reckless acts and omissions, Plaintiff and the Class sustained damages as set forth herein.

COUNT II
NEGLIGENCE

48. Plaintiff restates and realleges the foregoing paragraphs as if fully set forth herein.

49. Defendant undertook and owed a duty to Plaintiff and Class members to exercise reasonable care to secure and safeguard Plaintiff and Class members and their property and to use commercially reasonable methods to do so.

50. Defendant owed a duty of care not to subject Plaintiff and Class members, along with their property, to an unreasonable risk of harm because they were foreseeable and

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probable victims of any inadequate safety measures.

51. Defendant also breached its duties to Plaintiff and the Class members to protect and safeguard their lives and property adequately by knowingly disregarding standard safety principles, despite obvious risks. Furthering its dilatory practices, Defendant failed to provide adequate supervision and oversight of their acts at Champlain Towers South with which they were and are entrusted, despite the known risk and foreseeable likelihood of injury.

52. Defendant knew, or should have known, of the risks inherent in its activities at or involving Champlain Towers South, as well as about the importance of adequate safety measures.

53. Defendant knew, or should have known, that its practices did not adequately safeguard Plaintiff's and Class members' property.

54. Defendant breached its duties to Plaintiff and Class Members by failing to provide fair, reasonable, or adequate safety measures and security practices to safeguard Plaintiff's and Class members' property rights and interests.

55. Because Defendant knew that failing to provide adequate safety measures would damage hundreds of Champlain Towers South residents and owners, including Plaintiff and Class members, Defendant had a duty to adequately protect Champlain Towers South and the lives and property contained therein.

56. Defendant's own conduct also created a foreseeable risk of harm to Plaintiff and Class members and their property rights. Defendant's misconduct included failing to: (1) secure the Champlain Towers South building, despite knowing its vulnerabilities; (2) ensure compliance with industry standard practices; (3) implement adequate monitoring; and (4) implement the systems, policies, and procedures necessary to prevent this type of

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catastrophic event.

57. Through Defendant's acts and omissions described herein, including Defendant's failure to provide adequate safety measures and failure to protect the property rights of Plaintiff and Class members, Defendant unlawfully breached its duty to use reasonable care to protect and secure Plaintiff's and Class members' lives and property adequately.

58. Defendant improperly and inadequately safeguarded Plaintiff's and Class members' property in deviation of standard industry rules, regulations, and practices. Defendant's failure to take proper measures to protect Plaintiff, the Class, and their respective property as described herein created conditions conducive to a foreseeable, intentional act, namely, the loss of Plaintiff's and Class members' property rights.

59. Defendant's conduct was grossly negligent and departed from all reasonable standards of care.

60. Neither Plaintiff nor the other Class members contributed to the collapse of Champlain Towers South and subsequent loss of their property as described herein.

61. Defective conditions were not caused by the wrongful or abnormal use of the Champlain Towers South building by Plaintiff, the Class Members, or anyone acting under their authority.

62. As a direct and proximate cause of Defendant's conduct, Plaintiff and the Class suffered damage.

COUNT III
BREACH OF CONTRACT

63. Plaintiff restates and realleges the foregoing paragraphs as if fully set forth

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herein.

64. Plaintiff and the Class and Defendant Champlain Towers South Condominium Association, Inc. ("Association") and are bound by the rights and obligations controlled by the Association's governing documents, including the Declaration of Condominium of Champlain Towers South Condominium, By-Laws, Rules, and Regulations and Amendments thereto ("Declaration") attached hereto and incorporated by reference as **Exhibit 1**.

65. Pursuant to the Declaration Section 1.A, "the Association shall maintain, repair and replace at the Association's own expense: (1) All common elements and limited common elements; . . . [and] (3) all portions of the unit (except interior wall surfaces) contributing to the support of the building, which shall include, but not be limited to, the outside walls of the building, and load-bearing columns . . . ."

66. Despite Defendant's obligations under the Declaration, Defendant has failed to maintain and repair the common elements and all portions of the unit contributing to the support of the building.

67. Defendant has breached its obligations under the Declaration by failing to maintain and repair the common elements and all portions of the unit contributing to the support of the building.

68. As a direct and proximate result of Defendant's breach, Plaintiff and the Class have sustained damages.

COUNT IV
BREACH OF IMPLIED WARRANTY OF HABITABILITY

69. Plaintiff restates and realleges the foregoing paragraphs as if fully set forth herein.

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70. Defendant expressly and impliedly warranted Champlain Towers South to be habitable and free from any dangerous conditions. By failing to make Champlain Towers South habitable, including by failing to inspect, provide, maintain, and/or repair the building and failing to provide direct proper safety procedures in the event of an emergency, Defendant breached the implied warranty of habitability.

71. Defendant knew or should have known that Champlain Towers South did not have reasonable safety measures or policies even though an implied warranty of habitability required such conditions.

72. As a direct result of the Defendant's breach of the implied warranty of habitability, Plaintiff and Class Members suffered damages.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all Class members proposed in this Complaint, respectfully requests that the Court enter judgment in their favor and against Defendant as follows:

a. For an Order certifying the Classes, as defined herein, and appointing Plaintiff and his Counsel to represent the Class;

b. For injunctive and other equitable relief as is necessary to protect the interests of Plaintiff and Class members;

c. For an award of all recoverable damages as allowed by law in an amount to be determined at trial;

d. For an award of attorney fees costs and litigation expenses, as allowable by law;

e. For prejudgment interest on all amounts awarded; and

f. For such other and further relief as this Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

Dated: June 24, 2021

Respectfully submitted,

/s/ *Bradford Rothwell Sohn*

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EXHIBIT “1”

CFN 2010R0419466
OR Bk 27328 Pgs 0767 - 769; (3pgs)
RECORDED 06/22/2010 11:05:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE CHAMPLAIN TOWERS SOUTH CONDOMINIUM

THIS CERTIFICATE OF AMENDMENT is executed this 11th day of June, 2010, by **CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as "Association").

WHEREAS, the Association has been established for the operation of Champlain Towers South Condominium, in accordance with the Declaration of Condominium and related documents which were recorded in Official Records Book 11191, Page 35 of the Public Records of Miami-Dade County, Florida, and all amendments and exhibits attached thereto (the "Declaration").

WHEREAS, in accordance with Section B of Article 15 of the Declaration, the proposed amendments to Sections A and B of Article 8 of the Declaration were approved by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent of the entire Board and at least fifty-one (51%) percent of the members of the Association at a duly noticed meeting of the Board of Directors and at a duly noticed Reconvened Annual Meeting of the Members held on the 27th of day of April, 2010, at which a quorum of the Members was attained in person and by Limited Proxy and at which a quorum of Directors was attained in person.

NOW, THEREFORE, the Association does hereby state the following:

1. The above Recitals are true and correct and are incorporated herein by reference.

2. New Language is indicated by underscored type.
Deleted Language is indicated by ~~struck-through~~ type.

3. The Section A of Article 8 of the Declaration entitled "By the Association" is hereby amended as follows:

A. By the Association. The Association shall maintain, repair and replace at the Association's own expense:

(1) All common elements and limited common elements.

(2) All air-conditioning and heating systems and equipment ~~outside the individual condominium Units~~ serving the common elements.

(3) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load-bearing columns.

(4) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the ~~Condominium other than the unit within which contained~~ common elements.

(5) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

4. The Section B of Article 8 of the Declaration entitled "By the Condominium Parcel Owner" is hereby amended as follows:

B. By the Condominium Parcel Owner. The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

(2) Within the unit or exclusively serving the unit to maintain, repair and replace at his expense all fans and air conditioning and heating equipment and fixtures, stove, refrigerator, or other appliances or equipment, including any fixture and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium unit. The floor and interior walls of any balcony attached to condominium units shall be maintained by the condominium unit owner thereof at his own expense. The obligation to maintain and repair any air conditioning and heating equipment or fixtures, including but not limited to compressors, freon lines, condensation lines, or pipes, serving a particular unit (to the exclusion of other units) wherever such equipment is located on the condominium property shall be the responsibility of the applicable unit owner, individually, and not the Association, without regard to whether such items are included within the boundaries of the units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(4) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(5) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

All other sections of Article 8 of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 1st day of June, 2010.

Signed in the presence of:

CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.

Beata Wodnicki

Print Name: Beata Wodnicki

By: Marina Azen
Marina Azen, President

Ana Cespedes

Print Name: Ana Cespedes

Berta Wodnicki

Print Name: Berta Wodnicki

~~Berta Wodnicki~~

Print Name: _____

By: _____
Graciela Cattarossi, Secretary

Ana Cespedes

Ana Cespedes

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of June, 2010 by **Marina Azen, as President and Graciela Cattarossi, as Secretary of CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They (are personally known to me)/(have produced _____ as identification) and (did)/(did not take an oath.

Gilda Smith
Signature of Notary

Print Name: Gilda Smith

My Commission Expires:

GILDA M. SMITH
MY COMMISSION # DD 656771
EXPIRES: June 7, 2010
Bonded Thru Notary Public Underwriters

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