

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

CASE NO.: 2024-004925-CA-01  
**COMPLEX BUSINESS DIVISION**

LAWONDA BREEDLOVE,  
CATRESA MONTGOMERY,  
LOVESTER MONTGOMERY, FUQUAN THOMAS,  
SHEKITA WHITFIELD, GRECIA BOZEMAN,  
and JOANNA MANZI, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

NEW WORLD CONDOMINIUM APARTMENTS  
CONDOMINIUM ASSOCIATION, INC., individually and  
in a representative capacity on behalf of all owners/members  
of the association,

Defendant.

\_\_\_\_\_ /

**SECOND AMENDED CLASS ACTION COMPLAINT**<sup>1</sup>

Plaintiffs Lawonda Breedlove, Catresa Montgomery, Lovester Montgomery, Fuquan Thomas, Shekita Whitfield, Grecia Bozeman, and Joanna Manzi (collectively, “Plaintiffs”), individually and on behalf of those similarly situated, sue the New World Condominium Apartments Condominium Association, Inc. (the “Association”),<sup>2</sup> individually and in a

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<sup>1</sup> Plaintiffs have primarily amended the complaint a second time to identify subclasses in the abundance of caution. Notably, this Second Amended Complaint does not alter the class of individuals subject to the lawsuit.

<sup>2</sup> Pursuant to the order entered on February 5, 2024, in the case styled *Louis Jean Baptiste v. New World Condo Apartments Condominium Association, Inc.*, No. 2023-001716-CA-01 (Fla. 11th Jud. Cir. Ct.), Plaintiffs seek recovery against the Association, individually, only to the extent of the maximum coverage under the Association’s applicable insurance policy (or policies).

representative capacity on behalf of the members of the association (the “Owners”) pursuant to Florida Rule of Civil Procedure 1.221, and in support thereof state as follows:

### **INTRODUCTION**

1. On the morning of January 28, 2023, a fire engulfed the New World Condominium Apartments, located at 395 NW 177 Street in Miami Gardens, Florida (the “New World Condo” or the “Condominium”).

2. The fire spread rapidly and took hours to quell, even as more than forty Miami Dade Fire Rescue units attempted to douse the blaze. The roof was not properly maintained and the tenants had no warning or ability to protect themselves (or their property) as the perennial malfunctioning fire alarms and fire extinguishers did not work as they ought to on the morning of the fire.

3. The Association and its Owners are legally culpable for the fire because they were legally responsible and/or the owners of the roof where the fire started and have responsibility over the common areas. The Association and the Owners breached their non-delegable duties of care to, among other things, the tenants and to ensure the premises were safe. For instance, the Association and Owners delegated their property management duties to Prestige Management, who hired a contractor who was not licensed with the Florida Department of Business and Professional Regulation to re-roof a condominium housing hundreds of people. By way of example, in performing those capital improvements on the Condominium’s roof, that contractor haphazardly placed nails securing the new roof through live electrical wiring that led to the catastrophic fire.

4. Nearly 200 residents of New World Condo were displaced. And even for the units that were not destroyed by fire, they were uninhabitable and suffered damage from smoke and the water used to douse the flames.

5. This is a class action on behalf of tenants who were displaced and who lost all or most of their earthly belongings as a result of a fire that should not have happened. Currently, there are plans to sell the New World Condo for more than \$14 million without any plan to compensate the tenants who lost all their earthly possessions and their homes in the fire.

### **PARTIES**

6. Plaintiff Lawonda Breedlove is an individual and is otherwise *sui juris*. She was a tenant and lessee of the New World Condo on the morning of the fire. She resided in Apartment 133 from on or about December 2018 to the time of the fire. She was not a trespasser.

7. Plaintiff Catresa Montgomery is an individual and is otherwise *sui juris*. She was a tenant under a lease of the New World Condo on the morning of the fire. She resided in Apartment 220 from on or about January 2018 to the time of the fire. She was not a trespasser.

8. Plaintiff Lovester Montgomery is an individual and is otherwise *sui juris*. He was a tenant under a lease of the New World Condo on the morning of the fire. He resided in Apartment 220 from on or about January 2018 to the time of the fire. He was not a trespasser.

9. Plaintiff Fuquan Thomas is an individual and is otherwise *sui juris*. He was a tenant under a lease of the New World Condo on the morning of the fire. He resided in Apartment 220 from on or about January 2018 to the time of the fire. He was not a trespasser.

10. Plaintiff Shekita Whitfield is an individual and is otherwise *sui juris*. She was a tenant and lessee of the New World Condo on the morning of the fire. She resided in Apartment

212 from on or about July 2022 to the time of the fire. She had a year-long lease. She was not a trespasser.

11. Plaintiff Grecia Bozeman is an individual and is otherwise *sui juris*. She was a tenant and lessee of the New World Condo on the morning of the fire. She resided in Apartment 128 from on or about September 2020 to the time of the fire. She was not a trespasser.

12. Plaintiff Joanna Manzi is an individual and is otherwise *sui juris*. She was a tenant and lessee of the New World Condo on the morning of the fire. She resided in Apartment 107 from on or about May 2022 to the time of the fire. She had a year-long lease. She was not a trespasser.

13. The Defendant Association is a Florida not-for-profit corporation with its principal place of business in Miami-Dade County, Florida.

14. Non-party Prestige Management is a Florida Corporation with its principal place of business in Broward County, Florida.

15. Non-party D.J.T.H, LLC is a Florida limited liability company whose principal is Herby Myrtil (collectively with D.J.T.H, LLC, the “Contractor”).

### **JURISDICTION AND VENUE**

16. This is an action for damages that likely exceeds \$750,000.00, excluding attorney’s fees and costs. By a conservative estimate, tenants may have lost at least \$15,000 in personal belongings and effects, not including damages associated with their forced relocation.

17. This Court has jurisdiction over this matter because the Association, individually or in a representative capacity, committed the unlawful acts alleged herein in this judicial circuit. New World Condo is located in Miami-Dade County, and the Association is domiciled in Miami-Dade County and/or operates in Miami-Dade County.

18. Venue is proper pursuant to Florida Statutes, sections 47.051 and 47.011 because the wrongful conduct that forms the basis for this lawsuit occurred in Miami-Dade County, Florida, and New World Condo is located in Miami-Dade County.

19. Plaintiffs have satisfied all conditions precedent to the filing of this lawsuit.

### **FACTUAL BACKGROUND**

#### ***The Formation of the New World Condo***

20. The New World Condo began as an apartment building. It was converted to a gated condominium, consisting of 86 residential units in 1996 per the Declaration of Condominium (the “Declaration”) recorded in the Official Records Book of Miami-Dade County. Official Records Book of Miami-Dade County, Book 17301, Pages 1674–95.

21. The Declaration established the Association, which is charged with maintaining and operating the Condominium Property, a defined term in the Declaration. Specifically, the Declaration states that the “Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of the Condominium Documents and the Condominium Act.” Declaration at § 8.1. Condominium Property includes not only the real property at the New World Condo but also all improvements as well as easements, which includes the roof and cockloft of the condominium. Declaration at § 2.3.

22. The Association must maintain the common elements and limited common elements of New World Condo. Declaration at § 10.1.

23. The Association also has an obligation to maintain New World Condo as a “quality residential condominium.” Declaration at § 10.1.

24. The Association is obligated to “use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.” Declaration at § 12.1. The Declaration explicitly requires the Association to maintain insurance coverage that would “afford protections against loss or damage by fire and other perils.” *Id.*

25. All decisions, duties, and obligations of the Association are carried out by the Board of Directors unless the governing documents for the Association require a vote by the members of the Association. Declaration at § 12.15.

26. The Association is authorized to delegate its powers and duties to a management company. The Association delegated its duties to Prestige Management, the property management company operating the New World Condo. Prestige Management controlled and was the possessor of the common elements, including the roof, and itself had non-delegable duties related to the premises as well as the roof at the Condominium.

27. The Owners own the common elements, which includes the roof where the fire commenced. Declaration at § 4.1. Under the governing documents and otherwise, the Owners delegated to the Association responsibility for maintaining, repairing, and overseeing the common elements.

### ***The Association’s Notice of Fire Safety Dangers***

28. The Association and Prestige Management were aware of the dire state of the fire safety measures at the New World Condo. Records from Miami Dade County Fire Rescue reflect multiple violations over a decade at the New World Condo. The New World Condo had repeated instances of smoke detectors, fire alarms, and fire extinguishers that were inoperative.

29. The violations and other lapses culminated in an April 26, 2022 report by Miami Dade Fire Rescue (the “April 2022 Report”), excerpt attached hereto as **Exhibit A**. Miami Dade reported that the New World Condo was in violation of fire safety rules from “August 16, **2012**

*and everyday thereafter.*” April 2022 Report at p. 2. (emphasis added). The report noted that the Condominium “continued to not meet the requirements of the Florida Fire Prevention Code that are necessary to minimize danger to life from the effects of fire.” *Id.*

30. On May 17, 2022, the Association Board of Directors sent a notice (the “May 2022 Notice”) to the Owners at the New World Condo advising that the building “failed on many aspects” during the “40yr Recertification that was ordered by the City of Miami Gardens and the inspection with our Insurance Company.” See May 2022 Notice, attached hereto as **Exhibit B**.

31. The May 2022 Notice advised that “the greatest failures are the *roof*, guardrails and *fire alarm system*.” (emphasis added). Indeed, the May 2022 Notice acknowledges that the fire alarm system is “incomplete.” *Id.*

32. The Association and Prestige Management knew or should have known of these conditions.

33. The Association’s and Prestige Management’s failures to address the fire alarm system, fire safety measures, and make improvements to the roof and cockloft area, among other things, contributed to the rapid spread or exacerbation of the condominium fire and its damages.

34. Compounding that fact, the Association and Prestige Management failed to secure the requisite insurance required by the Declaration and Florida law. A representative of Prestige Management told displaced residents following the fire that: “Our insurance company canceled our insurance, as most people know because the 40-year certification was not done.” Prestige Management’s representative also told the residents that the “[Board of Directors] chose not to go with [the recertification] because it was too expensive to do the 40-year recertification.”<sup>3</sup>

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<sup>3</sup> Peter D’Oench, *Residents displaced by Miami Gardens fire learn building was not insured*, CBS Miami (Jan. 30, 2023), <https://www.cbsnews.com/miami/news/miami-gardens-residents-displaced-by-apartment-building-fire-learn-it-wasnt-insured/>.

35. Indeed, the Circuit Court in and for Miami-Dade County found that the “nearly total destruction of the New World Condominium Apartments is the result of the [Association’s] neglect and inaction.” See Order Appointing Receiver at 1, ¶ 3, *Louis Jean Baptiste v. New World Condo Apts. Condo. Ass’n, Inc.*, No. 2023-001716-CA-01 (Fla. 11th Jud. Cir. Ct. Feb. 7, 2023), attached hereto as **Exhibit C**.

***A Fire Engulfs and Destroys the New World Condo***

36. On or about January 28, 2023, the Contractor had been working on the roof, near or about the area above Unit 217 in the New World Condo. The Association and/or Prestige Management acquired, hired, or secured, whether directly or indirectly, the Contractor, and they knew and understood, or at the least, had reason to know, that the Contractor, through and including Mr. Herby Myrttil, would be performing the capital improvements. The Association and/or Prestige Management (the Association’s agent) knew or had reason to know that the Contractor was not licensed with the Florida Department of Business and Professional Regulation to perform contract work on roofs or to work with electrical wiring. The department readily provides on its online database those contractors who are licensed in Florida through its website.

37. The fire at the New World Condo began approximately in the same location the Contractor was working on January 28, 2023. No other individuals were working in or around that area.

38. No smoke detectors went off to alert the tenants living in Unit 217 of the fire. The first indication of a fire was when a tenant went into one of the bedrooms and noticed smoke. An attempt to douse the fire with the Condominium’s fire extinguisher failed. The fire extinguisher was unable to put out the blaze.

39. No fire alarms or smoke detectors at the Condominium went off during the blaze to alert tenants of the dangers. As a result, the fire department was not immediately notified of the fire, and it took as much as twelve minutes for firefighters to arrive, according to one report.

40. Moreover, tenants were not notified of the fire immediately. In certain instances, tenants only discovered the fire when firefighters came knocking on their doors. As a result, tenants were not able to remove property or precious valuables upon commencement of the fire.

41. The fire that began in the attic space of Unit 217 spread through other parts of the New World Condo in part because there were no fire stops within the attic space of the Condominium. The fire was thus able to spread unimpeded, increasing in intensity.

42. Facing a fire of immense ferocity, firefighters had to cut a trench into the roof to stop the blaze.

43. An investigator's report confirmed that the east, north, and west sides of the New World Condo had severe fire damage. Even units that were not directly affected by the blaze had water and smoke damage. The Condominium has been rendered uninhabitable.

44. The Association, through its court-appointed receiver, intends to sell the New World Condo property for at least \$14 million. The net proceeds are intended to be divided between landlords and other Owners of the units (who are members of the Association) with no plan to protect and compensate the tenants who called the Condominium home. Those tenants are victims because of the negligence and other bad acts of the Association, its property management company, Prestige Management, and the Owners, among others to be identified in this action.

***Plaintiffs' Damages As a Result of the Fire***

45. Upon exiting their apartments and the New World Condo premises, many tenants inhaled smoke particulates and may have suffered other injuries escaping the fire. One tenant, Mr.

Thomas, was forced to jump from his unit, which was on the second story of the building, with his dog to escape the smoke and flames. Although Mr. Thomas escaped safely, he may have inhaled dangerous smoke particulates.

46. Because of the fire, all tenants were forced to relocate. After being initially relocated to a shelter, tenants have had to relocate as far south as Homestead, as far north as Okeechobee, and as far west as Texas because of the fire. The tenants have lost all (or most) of their personal belongings, electronics, furniture, photographs, and jewelry. Tenants also have incurred losses as result of their untimely and unplanned relocation. By way of example, tenants experienced damages related to relocation that include, but are not limited to, moving costs, costs to cover their higher or more expensive rent, costs related to travel, and costs related to relocating to another state to find more affordable housing.

47. Additionally, because of the fire, many tenants have suffered lasting psychological and emotional impacts. By way of example, at least one tenant—Plaintiff Grecia Bozeman—has been diagnosed with Post Traumatic Stress Disorder (“PTSD”). Other tenants who do not have formal PTSD or other diagnoses continue to relive the pain of the fire and its aftermath.

48. Ms. Breedlove was forced to relocate after the fire. After initially staying at a shelter, she found other housing with a relative in Miami-Dade County. Only months later did she find housing on her own in Miami-Dade County. Ms. Breedlove lost a number of her and her autistic son’s items. The following is a non-exhaustive list of the items she lost: two complete bedroom sets, one complete living room set, toaster, air fryer, kitchen utensils, three televisions (65-inch, 65-inch, 55-inch), a MacBook laptop, an Apple iPad, a piano, jewelry (ear rings, ring chains, and bracelets) all of her and her son’s clothes, her son’s learning toys, a bike, scooter, and toy electrical driving car.

49. Ms. Montgomery, Mr. Montgomery, and Mr. Thomas, who all lived in the same unit, were forced to relocate after the fire. After initially staying at a shelter, they found other housing in Miami-Dade County. The following is a non-exhaustive list of the items they lost: a couch with a loveseat, reclining chairs, two glass tables, an adjustable queen bed, an expansive movie collection, rings, necklaces, human-haired wigs, purses, fifty pairs of shoes (including multiple Air Jordan sneakers), important legal documents, and clothes (including two Miami Dolphins jerseys).

50. Ms. Whitfield was present on the day of the fire and inhaled smoke particulates upon exiting her second-story apartment. Ms. Whitfield was forced to relocate after the fire. After initially staying at a shelter, she found other housing in Miami-Dade County. The following is a non-exhaustive list of the items she lost: sofa, love seat, recliner, king bedroom set, four-piece dining table, sheep-skin rug, Keurig coffee maker, two televisions (65-inch and 55-inch), Boss speaker, Pac Man arcade machine, 14 kt. gold nametag necklace, 14 kt. gold hoop earrings, all of her clothing, perfumes, purses, towels, and bedsheets.

51. Ms. Bozeman was present on the day of the fire and inhaled smoke particulates upon exiting her apartment. Ms. Bozeman was forced to relocate after the fire. After initially staying at a shelter, Ms. Bozeman found housing in Homestead, Florida. Because Ms. Bozeman's son still attended school in Miami Gardens and she still worked in that area, she had to travel back and forth between Miami Gardens and Homestead. However, this commute and rent became unaffordable. As a result of the fire, Ms. Bozeman had an emotional breakdown and was diagnosed with PTSD. Ms. Bozeman ultimately moved to Houston, Texas to be closer to her adult daughter. Even though Ms. Bozeman has improved, she continues to seek treatment for her PTSD. Ms. Bozeman's ability to keep a job has been impacted by this disorder. Like the other tenants, Ms.

Bozeman lost everything she had. The following is a non-exhaustive list of the items she lost: two couches, an ottoman, headboard, mirror, drawer chest, nightstand, dresser, metal bed frame, mattress, box spring, television, and a 16-inch laptop.

52. Ms. Manzi was forced to relocate after the fire. After initially staying at a shelter, she found another place in Miami-Dade County. However, the rent became unaffordable, and Ms. Manzi had to move to Dallas, Texas. Ms. Manzi lost a number of her and her autistic son's items. The following is a non-exhaustive list of the items she lost: two adult beds, one baby's bed, couches, three televisions, all of her and her children's clothing.

53. Plaintiffs bring this class action on behalf of themselves and other similarly situated to compensate them for their losses.

#### **DEFENSE CLASS REPRESENTATION ALLEGATIONS**

54. Plaintiffs re-allege and incorporate by reference herein all of the allegations contained in paragraphs 1 through 53.

55. Plaintiffs bring this action pursuant to Florida Rule of Civil Procedure 1.221, against the Association as a class defendant. Rule 1.221 states, in relevant part:

If an association has the authority to maintain a class action under this rule, the association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the association could bring a class action under this rule.

56. The Association may maintain an action on behalf of the Owners regarding the matters at issue in this action under Rule 1.221. Control of the Association was obtained by the Owners, and the matters at issue relate to the common property, area, or elements, which includes the roof and other structural components of the Condominium.

57. Accordingly, Plaintiffs bring this class action against the Association in its representative capacity on behalf of the Owners and, thereby, do not seek damages against the

Association's assets in that regard. Rather, Plaintiffs seek to hold the Owners liable for, among other things, their non-delegable duties related to the common areas and regarding the ownership, maintenance or repair of the portion of the premises which is not reserved for the Owners' exclusive use or occupancy. A suit against the Association in its representative capacity is far more efficient than suing each of the Owners individually.

### **PLAINTIFFS' CLASS REPRESENTATION ALLEGATIONS**

58. Plaintiffs re-allege and incorporate by reference herein all of the allegations contained in paragraphs 1 through 57.

59. Pursuant to Florida Rules of Civil Procedure 1.220(a) and 1.220(b), Plaintiffs bring this action on behalf of themselves, and all other persons similarly situated. Plaintiffs seek to certify the following proposed class and five subclasses based on types of damages suffered by the proposed class:

#### ***Proposed Class***

All tenants and others who lawfully resided in a condominium unit at New World Condo on January 28, 2023.

#### ***Proposed Subclass 1: Tenants Who Lost Home Furnishings***

Plaintiffs Ms. Breedlove, Ms. Montgomery, Mr. Montgomery, Ms. Whitfield, Ms. Bozeman, and Ms. Manzi allege claims on behalf of:

All tenants who lawfully resided at New World Condo on January 28, 2023, and lost personal items as well as substantial household items as a result of the fire, such as a furniture, bedroom sets, and dining rooms.

#### ***Proposed Subclass 2: Tenants Who Lost Only Personal Items***

Plaintiff Mr. Thomas alleges claims on behalf of:

All tenants who lawfully resided in a condominium unit at New World Condo on January 28, 2023, and lost personal items as a result of the fire, such as clothes, shoes, jewelry, etc.

***Proposed Subclass 3: Tenants Who Incurred Relocation Expenses***

Plaintiffs Ms. Breedlove, Ms. Bozeman, Ms. Manzi, Mr. Montgomery, Ms. Montgomery, Mr. Thomas, and Ms. Whitfield allege claims on behalf of:

All tenants who lawfully resided in a condominium unit at New World Condo on January 28, 2023, and who, as a result of the fire, incurred expenses related to relocating from their residences.

***Proposed Subclass 4: Tenants Who Suffered Emotional Damages***

Plaintiff Ms. Bozeman alleges claims on behalf of:

All individuals who lawfully resided in a condominium unit at New World Condo on January 28, 2023, and who suffered emotional damages as a result of the fire and its aftermath.

***Proposed Subclass 5: Tenants Who Suffered Physical Injuries***

Plaintiff Ms. Whitfield alleges claims on behalf of:

All tenants who lawfully resided in a condominium unit at New World Condo on January 28, 2023, and suffered physical injuries as a result of the fire, including but not limited to, pulmonary or respiratory issues.

60. Expressly excluded from each class are Prestige Management, the Association, Owners, any officers and directors of the Association, together with legal representatives, heirs, successors, or assigns of any of the foregoing, and any judicial officer assigned to this matter and his or her immediate family.

61. This action has been brought and is properly maintained as a class action as it satisfies the numerosity, commonality, typicality, and adequacy of representation requirements. Plaintiffs seek to represent an ascertainable Class within a well-defined community of interest in the questions of law and fact involved in this matter.

62. Plaintiffs allege that dozens of tenants have been displaced and lost their personal property. Based on the limited information available, Plaintiffs estimate that there are more than

60 Class members, but media reports reflect that nearly 200 residents of New World Condo were displaced. Public records also reflect that the building consisted of 86 units.

63. Questions of law and fact common to the putative Class exist that predominate over questions affecting only individual members, including, among other things:

- a. Whether the Association, individually or in a representative capacity, and/or the Owners owed a duty of care to the tenants and to maintain the premises in a reasonably safe condition, and whether those duties were non-delegable.
- b. Whether the Association, individually or in a representative capacity, and/or the Owners were negligent or otherwise liable by failing to secure a functional fire alarm system, failing to have working fire extinguishers, failing to address several fire code violations, failing to address fire code requirements related to the required 40-year re-certification, failing to procure appropriate insurance, and failing to provide fire stops in the cockloft area beneath the roof.
- c. Whether the Association (and, thus, the Owners) as well as Prestige negligently retained the Contractor.
- d. Whether the Contractor negligently retained by the Association and Prestige caused the fire.
- e. Whether the Association's and Prestige's failure to maintain the premises resulted in the fire as well as the tenants' constructive eviction.

64. Plaintiffs are members of the putative Class. The claims asserted by Plaintiffs in this action are typical of the claims of the members of the putative Class, as the claims arise from the same course of conduct by the Association, the Owners, and Prestige, and the relief sought is common.

65. Plaintiffs will fairly and adequately represent and protect the interests of the members of the putative Class, as their interests are coincident with, and not antagonistic to, the other Class members. Plaintiffs have retained the undersigned counsel, which is competent and experienced in the legal issues presented.

66. Certification of the Class is appropriate pursuant to Florida Rule of Civil Procedure 1.220 because questions of law or fact common to the respective members of the Class predominate over questions of law or fact affecting only individual members. This predominance makes class litigation superior to any other method available for the fair and efficient adjudication of these claims including consistency of adjudications. Absent a class action it would be highly unlikely that the members of the Class would be able to protect their own interests because the cost of litigation through individual lawsuits would exceed the expected recovery.

67. Moreover, a class action is appropriate pursuant to Florida Rule of Civil Procedure 1.220 because the prosecution of separate claims or defenses by or against individual members of the Class would create a risk of inconsistent or varying adjudications concerning individual members of the Class.

68. A class action is the appropriate method of adjudication of this controversy because it will permit the large number of claims by the tenants against the Association (and the Owners) to be resolved in a single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, efforts, expense, and the burden on the courts that such individual actions would create.

69. The benefits of proceeding as a class action, including providing a method for obtaining redress for claims that would not be practical to pursue individually, outweigh any difficulties that might be argued with regard to the management of the class action.

70. Plaintiffs reserve the right to modify, expand, or amend the definitions of the proposed class and subclasses following the discovery period and before the Court determines whether class certification is appropriate.

**COUNT I**  
**PREMISES LIABILITY**  
**(Against the Association in its Individual Capacity)**

71. Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1 through 53 and paragraphs 58 through 70 as though fully set forth herein.

72. At all relevant times to this litigation, Prestige Management was the property manager for the New World Condo.

73. The Association and Prestige Management managed or otherwise operated the New World Condo, including common areas and other Condominium Property. For that and other reasons, at all relevant times to this litigation, the Association and Prestige Management operated and possessed control of the New World Condo, including its cockloft area and the roof.

74. Because they controlled the premises, the Association and Prestige Management owed several duties to Plaintiffs and the Class, which included, but are not limited to, a duty of care to keep New World Condo in repair and a duty to protect Plaintiffs and the Class from injury resulting from dangers and dangerous conditions of which they actually had knowledge or should have had knowledge.

75. Both the Association and Prestige Management had a non-delegable duty as to the premises and as to Plaintiffs and the Class, including, without limitation, ensuring the premises were safe and to warn of dangerous conditions.

76. The Association and Prestige Management had knowledge of the dangerous conditions that existed at the New World Condo. For instance, since August 2012, the

condominium has had ongoing fire safety issues, including inoperative fire alarms, smoke detectors, and fire extinguishers, among other things. Numerous fire safety inspections resulted in the issuance of several citations.

77. The Association and Prestige Management knew or should have known that there were inadequate fire stops in the cockloft area beneath the roof, which are critical to slowing the progression of a fire. These and the other deficiencies outlined here are conditions that are inherently unsafe and dangerous that were not readily apparent to Plaintiffs and the Class.

78. The Association and Prestige Management breached their duties owed to Plaintiffs and the Class by permitting dangers and dangerous conditions to exist on the premises, including but not limited to failing to have adequate fire stops within the cockloft, failing to maintain working fire extinguishers, and failing to ensure that smoke detectors and fire extinguishers were adequately working.

79. Moreover, and knowing all the foregoing, Prestige Management acquired, hired, or secured the Contractor, who was unlicensed to perform work on the roof of a heavily populated condominium, which presented a foreseeable risk of fire and loss.

80. The Association and Prestige Management neither cured the fire-related deficiencies nor warned tenants of the safety issues, including the unlicensed work of the Contractor.

81. The Contractor had an independent duty to conduct itself in a reasonably safe manner so as not to injure or cause damage to third parties. The Contractor breached its duties of care to the tenants and others by, for instance, negligently repairing the roof without a license and by nailing into electrical wires into the roof. That negligence led to the fire that engulfed the Condominium.

82. Because of its non-delegable duties, the Association is directly liable for any negligence of the Contractor and Prestige Management.

83. Moreover, Prestige Management and the Association had actual or constructive knowledge that the Contractor was interfering with wiring on the roof and did nothing to monitor, review, or inspect the work the Contractor was performing, among other things. One of the Condominium's tenants informed Prestige Management (and thus the Association) about interference with the electrical wiring on the roof by the Contractor. Prestige undertook responsibility to ensure the Contractor remedied the interference. For that reason, and the non-delegable duties that existed (discussed above), Prestige Management and the Association had direct or constructive knowledge regarding the negligent activities of the Contractor.

84. But for the Association's breaches of multiple duties of care, the January 28, 2023 fire at the New World Condo would not have occurred or spread as quickly, and Plaintiffs and the Class would not have incurred the damages and losses they sustained to the same degree as they have nor would they have been forced to relocate from their residences.

85. As a result, Plaintiffs and the Class suffered damages as well as losing all (or most) of their belongings and personal effects in the fire and were forced to relocate.

WHEREFORE, Plaintiffs, individually and on behalf of others similarly situated, request that this Court enter judgment against Defendant New World Condominium Apartments Condominium Association, Inc., or its assets but, unless later modified by court order, only to the extent of the Association's applicable insurance policy or policies, for actual, compensatory, and consequential damages, attorneys' fees and costs, pre- and post-judgment interest, and any other relief to which Plaintiffs and the Class may be entitled.

**COUNT II**  
**NEGLIGENCE**  
**(Against the Association in its Individual Capacity)**

86. Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1 through 53 and paragraphs 58 through 70 as though fully set forth herein.

87. The Association is charged with a number of duties to Plaintiffs and the Class, including maintaining the property of the Association as a safe and “quality residential condominium” as well as procuring adequate insurance for New World Condo.

88. The Association had a duty of reasonable and ordinary care. That duty was owed to Plaintiffs, the Class, guests, and invitees of the Condominium. The Association also had a duty to keep the premises in a reasonably safe condition and to warn of dangers they have actual knowledge of. The Association delegated duties to Prestige Management as to the common areas and premises, including the Condominium’s roof, but that did not absolve the Association of its legal obligations. As described herein, Prestige Management was an agent for the Association. At all relevant times, Prestige Management committed the acts described herein within and during the scope of its agency for the Association and to further the purpose and interests of the Association.

89. The Association, whether directly or indirectly, was well aware that New World Condo was in severe disrepair in that the fire system was incomplete and/or inadequate and that it had not procured appropriate insurance. These and the other deficiencies outlined here are conditions that are inherently unsafe and dangerous that were not readily apparent to the Plaintiffs and the Class.

90. The Association knew that the failure to complete these most serious tasks for the New World Condo created a foreseeable risk for Plaintiffs and the Class at New World Condo.

91. The Association and Prestige Management breached their duties to Plaintiffs and the Class by, among other things, failing to properly and adequately maintain the fire alarm system, failing to obtain adequate insurance for fire, failing to maintain adequate and operative fire extinguishers, and failing to install fire stops in the cockloft area of the roof.

92. Aware of the deficiencies in the fire code and as the property management company for the Condominium, the Association and/or its agent, Prestige Management, negligently retained the Contractor to re-roof the heavily populated Condominium. It was reasonably foreseeable that failure to exercise reasonable care could lead to fire and other risk of loss to tenants and others.

93. The Contractor was not licensed to perform any roofing construction or roof work whatsoever with the Florida Department of Business and Professional Regulation. Nor was the Contractor licensed to perform any electrical work. The licensing information for contractors is readily available online through the Florida Department of Business and Professional Regulation. The department's website confirms the Contractor was unlicensed.

94. Had the Association and/or its agent, Prestige Management, conducted any limited due diligence or inquiry, such as a search on the department's website, it would have known the Contractor was not qualified to perform the work on the Condominium's roof or that the Contractor lacked the requisite skill or ability to replace the roof.

95. The Association knew or should have known of the Contractor's unfitness to replace the roof of the Condominium.

96. The Contractor's unfitness was a direct and proximate cause of the fire that engulfed the New World Condominium. The Contractor haphazardly placed nails securing the new roof through live electrical wiring that led to the catastrophic fire.

97. The Association and/or its agent, Prestige Management, was further negligent in failing to obtain adequate proof of insurance from the Contractor to secure against the risk of loss to Plaintiffs and the Class.

98. The Association was liable for the negligence of the Contractor because of its legal and contractual obligations to maintain, repair, and operate the common areas, such as the roof, as well as through its non-delegable duties assigned to the Contractor.

99. Because of its non-delegable duties, the Association is directly liable for any negligence of the Contractor and Prestige Management.

100. But for the Association's and Prestige Management's breaches of their duties, Plaintiffs and the Class would not have suffered damages or suffered damages to the degree incurred here, including, without limitation, being forced to relocate out of their residences.

101. As a result, Plaintiffs and the Class lost all (or most) of their belongings and personal effects in the fire and were forced to relocate.

WHEREFORE, Plaintiffs, individually and on behalf of others similarly situated, request that this Court enter judgment against Defendant New World Condominium Apartments Condominium Association, Inc., or its assets but, unless later modified by court order, only to the extent of the Association's applicable insurance policy or policies, for actual, compensatory, and consequential damages, attorneys' fees and costs, pre- and post-judgment interest, and any other relief to which Plaintiffs and the Class may be entitled.

**COUNT III**  
**PREMISES LIABILITY**  
**(Against the Association in its Representative Capacity)**

102. Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1 through 85 as though fully set forth herein.

103. The Owners owned the common elements of the Condominium and, accordingly, had non-delegable duties to Plaintiffs and the Class related to those premises, which includes the roof. Their duty of care to Plaintiffs and the Class included, but were not limited to, a duty of care to keep New World Condo in repair and a duty to protect Plaintiffs and the Class from injury resulting from dangers and dangerous conditions of which they actually had knowledge or should have had knowledge.

104. The Owners had a non-delegable duty as to the premises and as to Plaintiffs and the Class, including, without limitation, ensuring the premises were safe and to warn of dangerous conditions.

105. As a result of their non-delegable duties, the Owners are liable for the negligence of any of its delegates, including, without limitation, the Association, Prestige Management, and/or the Contractor related to the maintenance or repair of the roof and other common areas, which are a portion of the premises that are not reserved for the Owners' exclusive use or occupancy.

106. But for the aforesaid negligence, Plaintiffs and the Class would not have incurred the damages and losses they sustained to the same degree as they have nor would they have been forced to relocate from their residences.

107. As a result, Plaintiffs and the Class suffered damages as well as losing all (or most) of their belongings and personal effects in the fire and were forced to relocate.

WHEREFORE, Plaintiffs, individually and on behalf of others similarly situated, request that this Court enter judgment against the Owners as class defendants through their representative, Defendant New World Condominium Apartments Condominium Association, Inc., for actual, compensatory, and consequential damages, attorneys' fees and costs, pre- and post-judgment

interest, and any other relief to which Plaintiffs and the Class may be entitled. For avoidance of doubt, this Court does not seek to acquire assets of the Association.

**COUNT IV**  
**NEGLIGENCE**  
**(Against the Association in its Representative Capacity)**

108. Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1 through 70 and paragraphs 86 through 101 as though fully set forth herein.

109. The Owners had a duty of care to Plaintiffs, the Class, and other invitees at the Condominium. Their duty of care to Plaintiffs and the Class included, but were not limited to, a duty of care to keep New World Condo in repair and a duty to protect Plaintiffs and the Class from injury resulting from dangers and dangerous conditions of which they actually had knowledge or should have had knowledge.

110. At all relevant times, the Association operated as agents on behalf of the Owners and their interests related to the operation, repair, maintenance, and capital improvements at the Condominium.

111. At all relevant times, the actions of the Association (and its delegates) as described herein occurred within the scope and during the course of its agency on behalf of the Owners and to further its contractual and statutory obligations to the Owners.

112. The Owners are vicariously liable for the negligence of the Association (including the Association's delegates) related to the maintenance, operation, or improvements of the roof and other common areas, which are a portion of the premises that are not reserved for the Owners' exclusive use or occupancy.

113. But for the aforesaid negligence, Plaintiffs and the Class would not have incurred the damages and losses they sustained to the same degree as they have nor would they have been forced to relocate from their residences.

114. As a result, Plaintiffs and the Class suffered damages as well as losing all (or most) of their belongings and personal effects in the fire and were forced to relocate.

WHEREFORE, Plaintiffs, individually and on behalf of others similarly situated, request that this Court enter judgment against the Owners as class defendants through their representative, Defendant New World Condominium Apartments Condominium Association, Inc., for actual, compensatory, and consequential damages, attorneys' fees and costs, pre- and post-judgment interest, and any other relief to which Plaintiffs and the Class may be entitled. For avoidance of doubt, this Court does not seek to acquire assets of the Association.

### **JURY TRIAL DEMAND**

Plaintiffs demand a trial by jury on all claims.

Dated: October 14, 2024

**Kozyak Tropin & Throckmorton LLP**  
*Attorneys for Plaintiffs*  
2525 Ponce de Leon Blvd., 9<sup>th</sup> Floor  
Miami, Florida 33134  
Tel.: 305-372-1800  
Fax: 305-372-3508

By: /s/ Dwayne A. Robinson  
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-and-

**Stewart Tilghman Fox Bianchi & Cain, P.A.**  
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By: /s/ Michael E. Levine  
Michael E. Levine, Esq.  
Fla. Bar No. 107363  
Email: [mlevine@stfblaw.com](mailto:mlevine@stfblaw.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY, that on October 14, 2024, a true and correct copy of the foregoing was electronically filed with the Clerk of Court through the Florida Courts eFiling Portal and served on counsel for Defendant(s), Sarah R. Goldberg, Esq., [SRG@kubickidraper.com](mailto:SRG@kubickidraper.com), [SRG-eservice@kubickidraper.com](mailto:SRG-eservice@kubickidraper.com), Barbara Fox, Esq., [bf@kubickidraper.com](mailto:bf@kubickidraper.com) and Johanna P. Cabanas, Esq., [jpc@kubickidraper.com](mailto:jpc@kubickidraper.com), of Kubicki Draper, 9100 S. Dadeland Blvd., 18th Floor Miami, Florida 33156.

By: /s/ Dwayne A. Robinson  
Dwayne A. Robinson, Esq.

# EXHIBIT A

# Memorandum



**Date:** 04/26/2022

**To:** David Sherman  
Assistant County Attorney

**From:** Juan Fernandez, Fire Prevention and Safety Manager  
Miami-Dade Fire Rescue Department  
Fire Prevention Division

**Subject:** NEW WORLD CONDOMINIUM APARTMENTS CONDOMINIUM ASSOCIATON,  
INC (Property Owner)  
395 NW 177 ST  
MIAMI, FL 33169  
(Folio: 34-2112-034-0001)  
LSP# 01124-00722

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Attached for your review is our case summary of the code enforcement action against the subject industrial building. The building is in violation of the Florida Fire Prevention Code and Miami Dade County Code Chapter 14.

The Department seeks to require the property owner to:

1. Correct the violations listed on the latest fire inspection report dated 03/23/2022.
2. Pay any and all outstanding Uniform Civil Violation Notices and invoices issued by the Department.

The Department is requesting that the County Attorney's Office file an action in the appropriate court against the property owner in accordance with the provisions of Chapter 14 of the Code of Miami Dade County. A case summary including a timeline of code enforcement efforts made by the Department thus far and documentation is attached. If you have any questions concerning this case, please contact me at 786-331-4839 or [Juan.Fernandez2@miamidade.gov](mailto:Juan.Fernandez2@miamidade.gov)

Thank you.

CASE SUMMARY  
NEW WORLD CONDOMINIUM APARTMENTS CONDOMINIUM ASSOCIATION, INC (Property Owner)

LOCATION OF VIOLATIONS: 395 NW 177 ST MIAMI GARDENS, FL 33169

FOLIO: 34-2112-034-0001

DEPARTMENT WITNESSES:

Frederika Rolle, Fire Safety Specialist 1	Jaysa Swasey, Fire Safety Specialist 1
Brenda Harper, Fire Safety Specialist 1	Yolanda Mohar, Fire Safety Specialist 2
Amy McBride, Fire Safety Specialist 2	Julio Cerra, Fire Safety Specialist 2
Jose Garcia, Fire Safety Specialist 2	Katrina Atkins, Fire Safety Specialist 1
Emiliano Perez, Fire Safety Specialist 1	Michel Antoine, Fire Safety Specialist 1
Christopher Stennett, Fire Safety Specialist 1	

SUMMARY:

The subject property was built in 1968 which is a condominium residential building 2 stories in height comprised of 86 living units. The primary land use is general multi family. The property owner has continued to not meet the requirements of the Florida Fire Prevention Code that are necessary to minimize danger to life from the effects of fire, including smoke, heat, and toxic gases created during a fire.

The purpose of the Code is to provide minimum requirements, with due regard to function, for the design, operation, and maintenance of buildings and structures for safety to life from fire. Its provisions will also aid life safety in similar emergencies.

VIOLATIONS:

**FLORIDA FIRE PREVENTION CODE, NFPA 1: 13.7.4.4.1** Detection, Alarm and Communication Systems. The inspection, testing, and maintenance for fire alarm and fire detection systems shall be in accordance with Chapter 10 of NFPA 72.

**FLORIDA FIRE PREVENTION CODE, NFPA 101: 24.2.4.7** No door in any means of escape shall be locked against egress when the building is occupied. All locking devices that impede or prohibit egress or that cannot be easily disengaged shall be prohibited.

**FLORIDA FIRE PREVENTION CODE, NFPA 101: 7.2.2.4.6.2** Provide approved guard rails. Submit plans and obtain required building permit.

**FLORIDA FIRE PREVENTION CODE, NFPA 101: 7.10.5.2.1** Exit Signs. Continuous Illumination. Failure to maintain continuous illuminated exit signs.

**FLORIDA FIRE PREVENTION CODE, NFPA 1: 13.1.11** Fire Alarm. Fire Watch. Out of Service. Failure to provide fire alarm system operational.

**CODE OF MIAMI-DADE COUNTY. SECTION 14-39:** Life Safety Permit. Failure to obtain required permit or violation of condition of permit, or failure to obtain required fire department approval prior to use of occupancy.

**FLORIDA FIRE PREVENTION CODE, NFPA 1: 18.2.2.3** Access Maintenance. Failure to notify the fire department of modification to access property.

DATE OF VIOLATION:

August 16, 2012 and everyday thereafter.

TIMELINE OF DEPARTMENT ACTIONS:

08/16/2012: Inspection conducted Final Notice issued to provide locks against egress.

08/14/2013: Inspector Antoine conducted inspection violation remains uncorrected.

09/13/2013: Inspector Antoine conducted inspection violation remains uncorrected.

10/03/2013: Inspector Antoine conducted inspection, Immediate Final notice issued violation remains uncorrected.

08/08/2014: Inspector Antoine conducted inspection, Notice of Violation issued, violation remains uncorrected.

09/12/2014: Inspector Antoine conducted inspection violation remains uncorrected.

10/01/2014: Inspector Antoine conducted inspection, Final Notice issued violation remains uncorrected.

08/14/2015: Inspector Antoine conducted inspection, Notice of Violation issued, violation remains uncorrected.

11/04/2015: Inspector Antoine conducted inspection violation remains uncorrected.

01/12/2016: Inspector Atkins conducted inspection, Final Notice issued violation remains uncorrected.

04/12/2016: Inspection conducted violation remains uncorrected.

09/27/2016: Case reviewed, UCVN issued.

11/26/2016: Inspector Atkins conducted inspection, Notice of Violation issued to maintain fire alarm violation added; other violation remains uncorrected.

01/25/2017: Inspector Atkins conducted inspection violations remain uncorrected.

03/03/2017: Inspector Atkins conducted inspection, Final Notice issued violations remain uncorrected.

04/27/2017: Inspection conducted, Final Notice issued violations remain uncorrected.

08/15/2017: Case reviewed, UCVN issued.

11/22/2017: Inspector Atkins conducted inspection, Immediate Final Notice issued violations remain uncorrected.

11/28/2017: Inspector Cerra conducted inspection violations remain uncorrected.

04/10/2018: Inspector Cerra conducted inspection violations remain uncorrected.

11/02/2018: Inspector Swasey conducted inspection, Notice of Violation issued to provide approved guards violation added; other violations remain uncorrected.

12/06/2018: Inspector Swasey conducted inspection violations remains uncorrected.

01/04/2019: Inspector Swasey conducted inspection, Final Notice issued violations remain uncorrected.

08/29/2019: Inspector Yolanda Mohar reviewed case, Action Plan, County Attorney Warning letter and Final Notice issued; violation remains uncorrected.

11/12/2019: Inspector Swasey conducted inspection, Notice of Violation issued to maintain exit signs violation added; other violations remain uncorrected.

02/12/2020: Inspector Palaez conducted inspection violations remain uncorrected.

03/17/2020: Inspector Harper conducted inspection, Final Notice issued violations remain uncorrected.

09/24/2020: Inspector Verges conducted inspection violations remain uncorrected; Final Notice and UCVN issued.

12/30/2020: Inspector Harper conducted inspection, Immediate Final Notice issued violations remain uncorrected.

05/05/2021: Inspector Garcia conducted inspection Fire Watch violations added and UCVN issued; other violations remain uncorrected.

09/22/2021: Inspector McBride reviewed case, Final Notice issued to pay life safety permit fees violation added; other violations remain uncorrected.

12/03/2021: Inspector Harper conducted inspection, Notice of Violation issued to provide gated development access; other violations remain uncorrected.

01/06/2022: Inspector Harper conducted inspection violations remain uncorrected.

03/23/2022: Inspector Rolle conducted inspection, Final Notice issued to provide locks against egress, maintain fire alarm, provide approved guards, maintain exit signs, pay life safety permit fees, provide access to gated development; violations remain uncorrected.

RELIEF DEPARTMENT IS SEEKING:

The Department seeks to require the violators comply with the applicable code requirements noted, pay any and all outstanding Uniform Civil Violation Notices and invoices issued by the Department.



# FIRE RESCUE DEPARTMENT

MIAMI-DADE COUNTY, FLORIDA

## UNIFORM CIVIL VIOLATION NOTICE



**VIOLATOR(S):** NEW WORLD CONDOMINIUM APARTMENTS  
CONDOMINIUM ASSOC

**ADDRESS:** 6151 MIRAMAR PARKWAY SUITE 315  
MIRAMAR, FL 33023

Date Issued: **09/24/2020**  
Citation: **K030447**  
Folio: **34-2112-034-0001**  
MDFR Case: **01124-00722**  
Repeat: **No**  
Companion: **No**  
Department: **FIRE11**

THIS NOTICE SUMMONS YOU TO ANSWER THE COMPLAINT THAT ON **09/24/2020** AT **10:24 am** YOU COMMITTED A VIOLATION OF SECTION **14-43** CODE OF MIAMI-DADE COUNTY, REFERENCE # **4403** On property located at: **395 NW 177 STREET MIAMI GARDENS, FL 33169**  
To Wit: FFPC 6th Edition, NFPA 1:13.7.4.4 The inspection, testing, and maintenance for fire alarm and fire detection systems shall be in accordance with Chapter 10 of NFPA 72. Service and tag Fire Alarm System on an Annual basis and provide a clear inspection report.

### YOU SHALL:

1. CORRECT THE ABOVE VIOLATION ON OR BEFORE **10/26/2020** AND PAY THE CIVIL PENALTY OF **\$200.00** PLUS A **\$10.00** SURCHARGE (PURSUANT TO COUNTY ORDINANCE 99-55) TOTALING **\$210.00** ON OR BEFORE **10/26/2020** or;

2. YOU MAY REQUEST AN ADMINISTRATIVE HEARING BEFORE A HEARING OFFICER TO APPEAL THE DECISION OF THE CODE INSPECTOR ON OR BEFORE **10/14/2020**

I ACKNOWLEDGE RECEIPT OF THIS UNIFORM CIVIL VIOLATION NOTICE. I UNDERSTAND THAT ACCEPTANCE OF THIS VIOLATION NOTICE IS NOT AN ADMISSION OF GUILT.

VIOLATOR \_\_\_\_\_ DATE **09/24/2020** SERVICE TYPE Mail

ISSUED BY VERGES, ROBERT - 786-331-4812

DATE ISSUED **09/24/2020** BADGE# **677** EMAIL vergesr@miamidade.gov

### INSTRUCTIONS

**PAYMENTS AND REQUEST FOR HEARING SHOULD BE DIRECTED TO: CLERK OF COURTS, CODE ENFORCEMENT, 111 N.W. 1st STREET, SUITE 1750, MIAMI, FLORIDA 33128-1981. TEL. (305) 375-2333 FAX. (305) 375-2731. ONLINE PAYMENTS USE INTERNET SITE: [www.miami-dadeclerk.com](http://www.miami-dadeclerk.com)**

YOU MAY BE LIABLE FOR REASONABLE COSTS OF THE ADMINISTRATIVE HEARING AND THE COUNTY'S COSTS AND EXPENSES INCURRED AS A RESULT OF INVESTIGATION AND ENFORCEMENT IF FOUND GUILTY OF THE VIOLATION.

LIEN(S) IN THE AMOUNT OF UNPAID PENALTIES MAY BE FILED AGAINST YOUR REAL OR PERSONAL PROPERTY AND MAY BE FORECLOSED.

FAILURE TO FILE A REQUEST FOR ADMINISTRATIVE HEARING BY DATE SHOWN SHALL CONSTITUTE A WAIVER OF YOUR RIGHT TO HEARING AND SUCH WAIVER SHALL CONSTITUTE AN ADMISSION OF VIOLATION. EACH DAY OF CONTINUED VIOLATION AFTER THE TIME PERIOD FOR CORRECTION SHALL BE DEEMED A CONTINUING VIOLATION SUBJECT TO AN ADDITIONAL PENALTY IN THE SAME AMOUNT WITHOUT THE NEED FOR ISSUANCE OF ADDITIONAL UNIFORM CIVIL VIOLATION NOTICE. FILING OF A REQUEST FOR AN ADMINISTRATIVE HEARING WILL TOLL THE ACCRUAL OF CONTINUING PENALTIES.

# **EXHIBIT B**

# **NEW WORLD CONDOMINIUM ASSOC., INC.**

C/o Prestige Management Solutions, Inc.  
6151 Miramar Parkway, Suite 315, Miramar FL 33023  
Tel: 305-749-6248 Fax: 305-749-6857  
Email: [pmsolutions305@gmail.com](mailto:pmsolutions305@gmail.com)

May 17, 2022

## **TO ALL UNIT OWNERS**

We would like to take the opportunity to thank the existing Unit Owners who are consistently maintaining our Association Expenses, as there are still Unit Owners who totally ignore or refuse to pay their maintenance fees on time and continue to impose problems for our Building.

During the 40yr Recertification that was ordered by the City of Miami Gardens and the inspection with our Insurance Company, the Condominium failed on many aspects. These include the roof, electrical rooms, some structural issues, the guardrail, security bars on windows and doors that close from the inside preventing easy egress, the incomplete fire alarm system and other items. However, the greatest failures are the roof, guardrails and fire alarm system. Not only did we fail the inspections, various unit owners have had numerous leaks that have been caused because of the condition of the roof.

At a posted meeting of The Board of Directors, held on May 6, 2022 and continued on May 13<sup>th</sup>, 2022, it was voted to pass a Special Assessment in an amount of \$570,000.00 to re-roof the building. This Special Assessment will be for 6 months and will begin on June 15<sup>th</sup>, 2022. Please do not combine the payments with your monthly maintenance as they are 2 different payments. Enclosed you will find return envelopes for this payment.

We understand the economic situation of our Unit Owners, but the Board has held off from doing an assessment for years and at this point we have no other choice.

This payment will be due on the 15<sup>th</sup> of each month and will attract a late fee if not paid at the end of the month.

If you need further information, please do not hesitate to contact the Management Company at 305-749-6248.

Thank you in advance and for your cooperation.

Sincerely,



*for* The Board of Directors  
New World Condominium Association, Inc.

# EXHIBIT C

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

CASE NO: 2023-001716-CA-01

SECTION: CA11

JUDGE: Carlos Lopez

**Louis Jean Baptiste et al**

Plaintiff(s)

vs.

**New World Condo Apartments Condominium Assn Inc**

Defendant(s)

\_\_\_\_\_ /

**ORDER APPOINTING RECEIVER**

This Matter came on Plaintiffs, LOUIS JEAN BAPTISTE, CARDINAL ANDREWS, and VALERIE HUNTER, Motion requesting the emergency appointment of a Receiver for over Defendant, NEW WORLD CONDOMINIUM APARTMENTS CONDOMINIUM ASSOCIATION, INC. (the “ASSOCIATION”). This Court finds as follows:

1. Plaintiffs are individuals record owners of legal title to certain condominium parcels in the New World Condominium Apartments property located at 395 NW 177th Street, Miami, Florida, 33169.

2. On January 28<sup>th</sup>, 2023, a devastating fire engulfed the New World Condominium Apartments damaging nearly all 75 units, collapsing the second floor of the building, and displacing 200 residents.

3. This Court finds that the nearly total destruction of the New World Condominium Apartments is the result of the ASSOCIATION’s neglect and inaction.

4. Furthermore, on May 17, 2022, the ASSOCIATION issued a letter to all the unit owners, informing them of the results of a 40-year recertification of the New World Condominium Apartments ordered by the City of Miami Gardens, Florida, and an inspection conducted by the ASSOCIATION’s Insurance Company. The 40-year recertification inspection revealed that the New World Condominium Apartments failed on many aspects, including “the roof, electrical rooms, some structural issues, the guardrail, security bars on windows and doors that close from the inside preventing easy egress, the incomplete fire alarm system, and other items. However, the

greatest failures the roof, guardrails, and fire alarm system.”

5. In the May 17, 2022, a letter to the Association’s members stated that it “has held off from doing [special] assessment[s] for years,” but the complete failure of the 40-year recertification left the ASSOCIATION “no other choice” than to begin to do what it had “held off” from doing for countless years. In addition, the ASSOCIATION remains indebted to the municipal water authority for sums in excess of \$100,000.00 among other major operational deficiencies which proceeded the devastating fire.

**ACCORDINGLY, IT IS ORDERED and ADJUDGED,**

That **Hon. David M. Gersten (Ret.)** is **appointed as Receiver** over Defendant New World Condominium Apartments Condominium Association, Inc. (the “Corporation” or the ASOCCIATION including all tangible assets, real estate, receivables, and financial accounts.

Further,

A. A stay is hereby imposed, prohibiting all persons and entitles from commencing or continuing any litigation against executing, garnishing, attaching, and/or levying on any all assets of the ASSOCIATION without prior approval of this Court .

B. Further, that the Receiver shall have the following general and specific powers and duties:

(1) The Receiver shall take possession of the ASSOCIATION and assess its business operations; collect the debts; if necessary, collect assessments from condominium owners; levy special assessments from the condominium owners; liquidate its property and assets, as necessary to effect the purpose of this Order, within his sole discretion, as provided for in this part. However, complete liquidation of the Estate or major construction requiring more than \$250,000 in costs shall require additional Court approval.

(2) The Receiver automatically succeeds to: (i) All rights, titles, powers, and privileges of the ASSOCIATION and any of its, officers, or directors with respect to the ASSOCIATION’s assets; and (ii) Title to the books, records, and assets of the ASSOCIATION in the possession of any other legal custodian of the ASSOCIATION.

(3) The Receiver will conduct any and all operation for the benefit of the creditors and members of the ASSOCIATION.

(4) Exercise all powers as are conferred upon the officers and directors of the Corporation under law and the declaration, articles, and bylaws of the ASSOCIATION including but not limited to becoming the signer on all bank accounts together with Counsel Melanie Damian.

(5) Take any action the Receiver considers appropriate or expedient to carry on the business of the ASSOCIATION during the time the Receiver is appointed to set the amount of assessment of the condominium fees, special assessments, or fees.

(6) Borrow funds to meet the ongoing administrative expenses or other liquidity needs of the receivership and pledge whatever assets of the ASSOCIATION as are necessary to obtain such loans including, but not limited to, obtaining Receiver's certificates.

(7) Pay any sum the Receiver deems necessary or advisable to preserve, conserve or protect the ASSOCIATION assets or property or rehabilitate or improve such property and assets.

(8) Pay any sum the Receiver deems necessary or advisable to preserve, conserve, or protect any asset or property on which the ASSOCIATION has a lien or in which the ASSOCIATION has a financial or property interest, and pay off and discharge any liens, claims, or charges of any nature against such property.

(9) Receive information and documents from the ASSOCIATION within ten (10) calendar days after receiving a written request (by email, U.S. mail, or hand delivery) from the Receiver. All non-parties that receive written requests for information or documents from the Receiver must produce responses within fourteen (14) calendar days after receiving such requests.

(10) Set any deposition of any member or third party with information regarding the ASSOCIATION within ten (10) calendar days after receiving written notice from the Receiver.

(11) Retain exclusive control, ownership, and possession of, and access to, the ASSOCIATION's assets, accounts, books, and records including financial documents and statements. The ASSOCIATION and its respective employees, agents, representatives, attorneys, accountants, and other professionals shall provide their complete cooperation to the Receiver's requests.

(12) Institute, prosecute, maintain, defend, intervene, and otherwise participate in any legal

proceeding by or against the ASSOCIATION or in which the ASSOCIATION or its creditors or members have any interest, and represent in every way the Association, its members, and creditors.

**(13)** Receive the complete cooperation of all non-parties in complying with the provisions of this Order, including banks and other financial institutions in possession, control, or with access to any assets, accounts, books, and records of the Corporation.

**(14)** Investigate any matter related to the conduct of the business of the ASSOCIATION , including, but not limited to, any claim of the Corporation against any individual or entity, and institute appropriate legal or other proceedings to prosecute such claims.

**(15)** Hire and/or discharge any agents, professionals, including attorneys' and accountants or employees, property managers or others as necessary for proper administration of the receivership. The Receiver is authorized to retain counsel to pursue recoveries on contingency, if necessary, based on the circumstances of the situation.

**(16)** Investigate any matter related to the conduct of the business of the ASSOCIATION related to transfers of funds, or past payments resulting in the improper depletion of the Corporation's assets and finding any such improper payment reversing said payments and obtaining the return of said property.

**(17)** Execute, acknowledge, and deliver, in person or through a general or specific delegation, any instrument necessary for any authorized purpose, and any instrument executed under this paragraph shall be valid and effective as if it had been executed by the ASSOCIATION officers by authority of its board of directors.

**(18)** Sell for cash or otherwise any mortgage, deed of trust, chose in action, note, contract, judgment or decree, stock, or debt owed to the Corporation, or any property (real or personal, tangible or intangible).

**(19)** Purchase insurance, professional, and technical services necessary for the conduct of the receivership.

**(20)** Break any locks necessary to gain access to any of the ASSOCIATION real property. The local

police department in the jurisdiction in which the property is located shall assist the Receiver in gaining entry to such property.

**(21)** File with the Court, within forty-five (45) days after each calendar quarter, a report (the “Report”) of the status of its efforts to fulfill its duties under his Order during the three months comprising the previous calendar quart (the “Reporting Period”).

**(22)** Settle, release, or obtain release of, for cash or other consideration, claims and demands against or in favor of the ASSOCIATION.

**(23)** Pay, out of the assets of the ASSOCIATION, all expenses of the receivership (including compensation to personnel and professionals employed to represent or assist the receiver) and all costs of carrying out or exercising the rights, powers, privileges, and duties as receiver

**(24)** Be entitled to reasonable compensation and expense reimbursement from the Receivership Estate for the work the Receiver and its professionals perform for the benefit of the Estate. Such compensation may require prior approval of the Court. This Court can approve such payment without hearing if no objection is made within 10 days of filing of any application for payment of the Receiver’s attorneys’ fees and costs.

**(25)** Pay out of the assets of the ASSOCIATION, all approved claims of indebtedness in accordance with the priorities established in this part.

**(26)** Not have any personal or professional liability for any acts or omissions in connection with this Receivership, except for any willful and wanton acts and omissions committed.

**(27)** No Bond is required.

**(28)** Take all actions and have such rights, powers, and privileges as are necessary and incident to the exercise of any specific power.

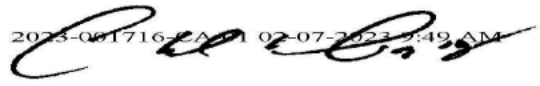
**(29)** Take *such* actions, and have such additional rights, powers, privileges, immunities, and duties as the Florida law or this Court authorizes by order or by amendment of any order or by regulation.

**(30)** Seek leave of this Court to modify this Order to provide additional powers and authority to the

Receiver as it deems necessary and appropriate to fulfill its duties after further investigation of this matter.

**IT IS FURTHER ORDERED AND ADJUDGED** that jurisdiction of this case is retained to enter further orders that are necessary or appropriate in the enforcement and execution of this Order.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 7th day of February, 2023.

  
2023-001716-CA-01 02-07-2023 9:49 AM  
2023-001716-CA-01 02-07-2023 9:49 AM  
Hon. Carlos Lopez  
**CIRCUIT COURT JUDGE**  
Electronically Signed

No Further Judicial Action Required on **THIS MOTION**  
CLERK TO **RECLOSE** CASE IF POST JUDGMENT

**Electronically Served:**

Raul Gastesi Jr, Efiling@glmlegal.com  
Raul Gastesi Jr, gastesi@glmlegal.com  
Raul Gastesi Jr, acevedo@glmlegal.com

**Physically Served:**