

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

BERKLEY INSURANCE COMPANY, a  
foreign corporation a/s/o SAMUEL E. LEDER,

Plaintiff,

v.

THE ESTATE OF LINDA KAPLAN by and  
through its Unknown Personal Representative,  
MIZNER GRAND CONDOMINIUM  
ASSOCIATION, INC., and LANG  
MANAGEMENT COMPANY, INC.,

Defendants.

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**COMPLAINT**

Plaintiff, BERKLEY INSURANCE COMPANY (“BERKLEY”), a foreign corporation, a/s/o SAMUEL E. LEDER, by and through undersigned counsel, and pursuant to the Florida Rules of Civil Procedure, sues Defendants, THE ESTATE OF LINDA KAPLAN (“ESTATE”) by and through its Unknown Personal Representative, MIZNER GRAND CONDOMINIUM ASSOCIATION, INC., and LANG MANAGEMENT COMPANY, INC., and as grounds in support thereof states as follows:

**GENERAL ALLEGATIONS**

1. This is a subrogated cause of action for damages to property owned by SAMUEL LEDER (“LEDER”); said damages do exceed Fifty Thousand Dollars (\$50,000.00), exclusive of interest, attorneys’ fees and costs and, therefore, the subrogated cause of action is within the subject matter jurisdiction of this Court.

2. At all times material, Plaintiff, BERKLEY was and remains an insurance corporation that is authorized to and therefore that is transacting business in the state of Florida, and in particular, Palm Beach County, Florida.

3. At all times material, LEDER was the record owner of real property located at 550 SE 5<sup>th</sup> Avenue, Apt 106S, Boca Raton, FL 33432 (“Loss Location”).

4. At all times material, LINDA KAPLAN (“KAPLAN”) was the record owner of the property 550 SE 5<sup>th</sup> Avenue, Apt 606S, Boca Raton, FL 33432 (“Kaplan Unit”).

5. Upon information and belief, KAPLAN may be deceased. Accordingly, this action is brought against the ESTATE OF LINDA KAPLAN, by and through its unknown Personal Representative pursuant to Florida law. Plaintiff will amend this pleading upon confirmation of death and identification of the proper representative.

6. At all times material, MIZNER GRAND CONDOMINIUM ASSOCIATION, INC. (“MIZNER”) was the condominium association for the Loss Location.

7. At all times material, LANG MANAGEMENT COMPANY, INC. (“LANG”) was the management company for the Loss Location.

8. At all times material, KAPLAN engaged in tortious conduct in Palm Beach County, Florida.

9. At all times material, MIZNER engaged in tortious conduct in Palm Beach County, Florida.

10. At all times material, LANG engaged in tortious conduct in Palm Beach County, Florida.

11. Venue is proper in Palm Beach County, Florida because all acts or omissions which give rise to this litigation occurred in Palm Beach County, Florida.

12. On or about January 16, 2024, upon information and belief, KAPLAN was smoking at the Kaplan Unit near and/or next to an oxygen tank, which resulted in the sprinkler system activating.

13. As a result of this incident, the Loss Location sustained severe water damage.

14. LEDER timely notified BERKLEY, the insurer, of the incident and resulting damages.

15. BERKLEY determined the loss was a “covered loss” and issued payment accordingly.

16. BERKLEY is contractually subrogated to all the rights, claims, and causes of action that LEDER would otherwise have against KAPLAN, ESTATE, MIZNER and LANG for said damages.

17. BERKLEY has complied with all conditions precedent to the filing of this lawsuit.

**COUNT I: NEGLIGENCE AS TO DEFENDANT ESTATE OF LINDA KAPLAN**

18. BERKLEY hereby realleges and incorporates paragraphs 1-17 as if fully set forth herein, and further states:

19. At all times material, KAPLAN, during her lifetime, owed a duty to exercise reasonable care in the use and operation of the Kaplan Unit so as not to create damage to neighboring units.

20. KAPLAN breached that duty by negligently smoking near oxygen equipment within the Kaplan Unit and creating a foreseeable risk of damage to the Loss Location.

21. As a direct and proximate result of KAPLAN’s breach, there was severe water damage incurred to the Loss Location.

22. Any liability arising from LINDA KAPLAN's conduct during her lifetime is asserted against the ESTATE OF LINDA KAPLAN pursuant to Florida law.

23. As a direct and proximate result of KAPLAN's breach, LEDER, and in turn, BERKLEY, have sustained damages.

WHEREFORE, BERKLEY INSURANCE COMPANY, a foreign corporation, a/s/o SAMUEL E. LEDER, hereby demands judgment against Defendant, ESTATE OF LINDA KAPLAN, for damages in the amount of \$746,232.08 along with costs, pre-judgment interest, and all other relief which this Honorable Court deems just and proper under the circumstances.

**COUNT II: NEGLIGENCE AS TO DEFENDANT MIZNER GRAND CONDOMINIUM ASSOCIATION, INC.**

24. BERKLEY hereby realleges and incorporates paragraphs 1-17 as if fully set forth herein, and further states:

25. At all times material, MIZNER owed a duty of reasonable care to ensure there would not be water damage to the Loss Location.

26. MIZNER breached that duty in one or more of the following ways:

- a. By failing to ensure that the Loss Location would not sustain damage;
- b. By failing to maintain, inspect, and/or repair the fire alarm system and/or its components and/or ancillary parts and/or materials and/or the lack thereof;
- c. By failing to maintain, inspect and/or repair the fire sprinkler system and/or its components and/or ancillary parts and/or materials and/or the lack thereof;
- d. Through other negligent conduct that may be revealed through discovery.

27. As a direct and proximate result of MIZNER's breach, there was severe water damage incurred to the Loss Location.

28. As a direct and proximate result of MIZNER's breach, LEDER, and in turn, BERKLEY, have sustained damages.

WHEREFORE, BERKLEY INSURANCE COMPANY, a foreign corporation, a/s/o SAMUEL E. LEDER, hereby demands judgment against Defendant, MIZNER GRAND CONDOMINIUM ASSOCIATION, INC., for damages in the amount of \$746,232.08 along with costs, pre-judgment interest, and all other relief which this Honorable Court deems just and proper under the circumstances.

**COUNT III: NEGLIGENCE AS TO DEFENDANT LANG MANAGEMENT COMPANY, INC.**

29. BERKLEY hereby realleges and incorporates paragraphs 1-17 as if fully set forth herein, and further states:

30. At all times material, LANG owed a duty of reasonable care as the property management company to ensure there would not be water damage to the Loss Location.

31. LANG breached that duty in one or more of the following ways:
- a. By failing to ensure that the Loss Location would not sustain damage;
  - b. By failing to maintain, inspect, and/or repair the fire alarm system and/or its components and/or ancillary parts and/or materials and/or the lack thereof;
  - c. By failing to maintain, inspect and/or repair the fire sprinkler system and/or its components and/or ancillary parts and/or materials and/or the lack thereof;
  - d. Through other negligent conduct that may be revealed through discovery.

32. As a direct and proximate result of LANG's breach, there was severe water damage incurred to the Loss Location.

33. As a direct and proximate result of LANG's breach, LEDER, and in turn, BERKLEY, have sustained damages.

WHEREFORE, BERKLEY INSURANCE COMPANY, a foreign corporation, a/s/o SAMUEL E. LEDER, hereby demands judgment against Defendant, LANG MANAGEMENT COMPANY, INC., for damages in the amount of \$746,232.08 along with costs, pre-judgment interest, and all other relief which this Honorable Court deems just and proper under the circumstances.

DATED this 14<sup>th</sup> day of January, 2025.

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*/s/ Milana Amiel*

BY: \_\_\_\_\_

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