

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

NORMA SUZANNE URBAEZ and
PRIAMO URBAEZ,

CASE NO.: _____

Plaintiffs,

v.

CIELO BOCA LP;
CIELO BOCA GP LLC;
AMERICAN LANDMARK III LLC;
AMERICAN LANDMARK
MANAGEMENT LLC;
10235 BOCA ENTRADA OWNER, LLC
d/b/a THE SEVEN AT WEST BOCA;
GRAND PEAKS PROPERTY
MANAGEMENT, INC.;
GRAND PEAKS PROPERTIES, INC.; and
GRAND PEAKS DEVELOPMENT, INC.,

Defendants.

COMPLAINT FOR DAMAGES

Plaintiffs, NORMA SUZANNE URBAEZ and PRIAMO URBAEZ (collectively, "Plaintiffs"), by and through undersigned counsel, sue Defendants CIELO BOCA LP, CIELO BOCA GP LLC, AMERICAN LANDMARK III LLC, AMERICAN LANDMARK MANAGEMENT LLC, 10235 BOCA ENTRADA OWNER, LLC d/b/a THE SEVEN AT WEST BOCA, GRAND PEAKS PROPERTY MANAGEMENT, INC., GRAND PEAKS PROPERTIES, INC., and GRAND PEAKS DEVELOPMENT, INC. (collectively, "Defendants"), and allege:

PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages in excess of this Court's jurisdictional requirement of \$50,000.00, exclusive of costs, interest, and attorneys' fees, and is within the jurisdiction of this Court.

2. Plaintiffs NORMA SUZANNE URBAEZ and PRIAMO URBAEZ are residents of Florida and, at all times material, resided in Apartment 1-122 at the apartment community

located at or about 10147 Boca Entrada Boulevard, Boca Raton, Palm Beach County, Florida 33428 (the “Premises”).

3. Defendant CIELO BOCA LP is a Delaware foreign limited partnership that, upon information and belief, owned, operated, managed, maintained, controlled, repaired, inspected, supervised, and/or assumed responsibilities concerning the subject apartment community and the Premises during all or part of Plaintiffs’ tenancy. CIELO BOCA LP is inactive following an LP notice of cancellation filed on or about February 28, 2025. Its registered agent of record was CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324, and its principal address was 4890 W. Kennedy Boulevard, Suite 240, Tampa, Florida 33609.

4. Defendant CIELO BOCA GP LLC is a Delaware foreign limited liability company and, upon information and belief, served as general partner of CIELO BOCA LP and/or otherwise participated in, controlled, managed, or supervised the ownership, operation, management, maintenance, repair, inspection, and control of the subject apartment community and the Premises. CIELO BOCA GP LLC is inactive following withdrawal filed on or about February 28, 2025. Its registered agent of record was James G. Miller, 4890 W. Kennedy Boulevard, Suite 240, Tampa, Florida 33609.

5. Defendant AMERICAN LANDMARK III LLC is a Delaware foreign limited liability company authorized to conduct business in Florida. Upon information and belief, AMERICAN LANDMARK III LLC was the manager of CIELO BOCA GP LLC and participated in, controlled, managed, supervised, or assumed responsibilities concerning the subject apartment community and the Premises. Its registered agent is James G. Miller, 4890 W. Kennedy Boulevard, #240, Tampa, Florida 33609. Its principal and mailing address is 4890 W. Kennedy Boulevard, Suite 240, Tampa, Florida 33609.

6. Defendant AMERICAN LANDMARK MANAGEMENT LLC is a Delaware foreign limited liability company authorized to conduct business in Florida. Upon information and belief, AMERICAN LANDMARK MANAGEMENT LLC owned, operated, managed, maintained, controlled, repaired, inspected, supervised, and/or assumed responsibilities concerning the subject apartment community and the Premises during all or part of Plaintiffs’ tenancy, including the period when the apartment community operated as Cielo Boca and/or Cielo Boca-American Landmark. Its registered agent is CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324. Its principal and mailing address is 4890 W. Kennedy Boulevard, Suite 240, Tampa, Florida 33609.

7. Defendant 10235 BOCA ENTRADA OWNER, LLC d/b/a THE SEVEN AT WEST BOCA is, upon information and belief, a Florida or foreign limited liability company that acquired, owned, operated, managed, maintained, controlled, repaired, inspected, supervised, and/or assumed responsibilities concerning the subject apartment community and the Premises during all or part of the relevant period after the property transitioned to The Seven at West Boca. Its registered agent is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301-2525.

8. Defendant GRAND PEAKS PROPERTY MANAGEMENT, INC. is a Colorado foreign profit corporation authorized to conduct business in Florida. Upon information and belief, it owned, operated, managed, maintained, controlled, repaired, inspected, supervised, and/or assumed responsibilities concerning the subject apartment community and the Premises after the property transitioned to The Seven at West Boca. Its registered agent is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301-2525. Its principal office is 4582 Ulster Street Parkway, Suite 1200, Denver, Colorado 80237.

9. Defendant GRAND PEAKS PROPERTIES, INC. is a Colorado foreign profit corporation authorized to conduct business in Florida. Upon information and belief, it participated in, controlled, managed, supervised, acquired, owned, operated, or assumed responsibilities concerning the subject apartment community and the Premises, directly or through related entities, agents, employees, managers, affiliates, and/or joint venturers. Its registered agent is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301-2525. Its principal office is 4582 Ulster Street Parkway, Suite 1200, Denver, Colorado 80237.

10. Defendant GRAND PEAKS DEVELOPMENT, INC. is a Colorado foreign profit corporation authorized to conduct business in Florida. Upon information and belief, it participated in, controlled, managed, supervised, acquired, owned, operated, or assumed responsibilities concerning the subject apartment community and the Premises, directly or through related entities, agents, employees, managers, affiliates, and/or joint venturers. Its registered agent is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301-2525. Its principal office is 4582 Ulster Street Parkway, Suite 1200, Denver, Colorado 80237.

11. At all times material, each Defendant individually and/or through its agents, employees, affiliates, managers, partners, and joint venturers owned, operated, managed, maintained, controlled, repaired, inspected, supervised, and/or assumed responsibilities concerning the Premises and the apartment community where Plaintiffs resided.

12. Liability is alleged jointly and severally as permitted by Florida law. The exact agency, ownership, partnership, management, and joint-venture relationships among Defendants remain uniquely within Defendants' knowledge and will be further developed in discovery.

13. Venue is proper in Palm Beach County, Florida pursuant to section 47.011, Florida Statutes, because the Premises is located in Palm Beach County, the causes of action accrued in Palm Beach County, and Defendants conducted business and/or maintained, operated, controlled, or managed the subject apartment community in Palm Beach County.

GENERAL ALLEGATIONS

14. Plaintiffs resided at the Premises from in or about 2021 until they vacated the Premises in or about March, 2025, and including during the relevant period of mold exposure, water intrusion, and unsafe habitability conditions.

15. The Premises was located within the apartment community formerly known as Cielo Boca and later known as The Seven at West Boca.

16. The written lease and renewal documentation identified Cielo Boca LP as the landlord/owner during the predecessor ownership/management period, and American Landmark-related entities managed, operated, and/or controlled the apartment community during that period.

17. On or about July 9, 2024, Plaintiffs received renewal documentation from Cielo Boca reflecting American Landmark's involvement with the apartment community and Plaintiffs' tenancy.

18. Plaintiffs reported mold, water intrusion, and moisture conditions to the predecessor ownership and/or management entities during the summer of 2024 and thereafter.

19. On or about November 1, 2024, the apartment community transitioned to new ownership and/or management associated with The Seven at West Boca, 10235 Boca Entrada Owner, LLC, Grand Peaks Property Management, Inc., Grand Peaks Properties, Inc., and/or Grand Peaks Development, Inc.

20. After that transition, Plaintiffs again reported the ongoing mold exposure, water damage, and unsafe conditions to the successor owner and/or property manager.

21. On or about January 13, 2025, Palm Beach County issued a Notice of Violation relating to the subject property and/or Premises, including code issues concerning water damage and conditions requiring correction.

22. On or about February 13, 2025, Plaintiff Norma Urbaez submitted a written resident service request to The Seven at West Boca stating, in substance, that mold was building inside the apartment, including in the master bathroom and entrance to the unit; that there was water damage; that she had previously mentioned the problem; that nothing had been done to fix it; and that the condition was causing health issues.

23. Defendants had actual and/or constructive notice of the dangerous mold, water intrusion, excessive moisture, and unsafe habitability conditions at the Premises.

24. Defendants failed to timely and properly inspect, test, investigate, warn, remediate, repair, maintain, supervise, or correct the unsafe conditions at the Premises.

25. Defendants failed to relocate Plaintiffs, failed to provide a safe and habitable dwelling, failed to prevent continued exposure, and failed to protect Plaintiffs from foreseeable bodily injury arising from mold and water intrusion conditions.

26. Plaintiffs terminated their lease and vacated the Premises on or about March 31, 2025 because Defendants failed to remediate the mold and unsafe conditions after notice.

27. After move-out, The Seven at West Boca issued a Final Account Statement dated April 10, 2025, asserting a lease termination fee and identifying the property as The Seven at West Boca.

28. As a direct and proximate result of the mold exposure and unsafe conditions, Plaintiff Norma Suzanne Urbaez suffered severe, significant, and continuing bodily injuries and health complications, including asthma, migraines, sinus infections, rashes, dizziness, allergic reactions, episodes of vertigo and related medical conditions.

29. As a direct and proximate result of the mold exposure and unsafe conditions, Plaintiff Priamo Urbaez suffered severe, significant, and continuing bodily injuries and health complications, including aggravated asthma, respiratory distress, worsened lung-related symptoms, steroid treatment, need for CPAP breathing support, and related medical conditions.

30. Plaintiffs incurred medical expenses, pain and suffering, disability, inconvenience, mental anguish, loss of capacity for the enjoyment of life, aggravation of pre-existing conditions, and other damages.

31. Defendants' acts and omissions were a legal cause of Plaintiffs' damages.

COUNT I - NEGLIGENCE

(Against All Defendants)

32. Plaintiffs re-allege and incorporate paragraphs 1 through 31 as if fully set forth herein.

33. At all times material, Defendants owed Plaintiffs a duty to exercise reasonable care in the ownership, operation, management, maintenance, repair, inspection, supervision, and control of the Premises and the apartment community.

34. Defendants owed Plaintiffs a duty to maintain the Premises in a reasonably safe and habitable condition, to correct dangerous conditions of which Defendants knew or should have known, and to act with reasonable care after receiving notice of mold, water intrusion, moisture, and unsafe conditions.

35. Defendants breached their duties by, among other things, failing to properly inspect the Premises; failing to timely remediate mold and water intrusion; failing to repair water damage; failing to maintain the Premises in a safe and habitable condition; failing to warn Plaintiffs of dangerous mold conditions; failing to relocate Plaintiffs; failing to supervise maintenance and remediation personnel; failing to adopt or enforce reasonable policies for moisture intrusion and mold remediation; and otherwise failing to exercise reasonable care.

36. Defendants' negligence directly and proximately caused Plaintiffs to suffer bodily injuries, aggravation of medical conditions, medical expenses, pain and suffering, disability, inconvenience, mental anguish, and loss of capacity for the enjoyment of life.

37. Plaintiffs' damages are continuing and permanent or continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally as permitted by law, for compensatory damages, costs, interest, and such other relief as the Court deems just and proper.

COUNT II - NEGLIGENT FAILURE TO WARN / BREACH OF HABITABILITY

(Against All Defendants)

38. Plaintiffs reallege and incorporate paragraphs 1 through 31 as if fully set forth herein.

39. Defendants knew or should have known that the Premises contained dangerous mold, moisture, water intrusion, and habitability conditions that posed a foreseeable risk of bodily injury to Plaintiffs.

40. Defendants had a duty to warn Plaintiffs of known or reasonably knowable dangerous conditions and to comply with applicable duties concerning habitability, maintenance, repair, and safety of the Premises.

41. Defendants breached these duties by failing to adequately warn Plaintiffs, failing to disclose the extent of mold or moisture conditions, failing to timely correct the unsafe conditions, failing to provide a habitable dwelling, and failing to take reasonable steps to prevent continued exposure.

42. As a direct and proximate result of Defendants' negligent failure to warn and breach of habitability duties, Plaintiffs suffered bodily injury, medical expenses, pain and suffering, aggravation of pre-existing conditions, mental anguish, inconvenience, and other damages.

43. Plaintiffs' damages are continuing and permanent or continuing in nature.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally as permitted by law, for compensatory damages, costs, interest, and such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all issues so triable.

Respectfully submitted,

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