Element Map and Affirmative-Defense Negation Map

PREPARED BY DOCKET ENTRY

Phillip v. The Michaels Organization, LLC, No. 8:26-cv-02634 (M.D. Fla.)

ELEMENT MAP

Count I — Breach of the Lease (David Phillip v. AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Valid contract	48, 133	Vega v. T-Mobile USA, Inc., 564 F.3d 1256, 28 I.E.R. Cas. (BNA) 1824, 47 Communications Reg. (P&F) 767, 2009 U.S. App. LEXIS 7682, 2009 WL 910411 (11th Cir. 2009) (Florida elements)	Lease not attached; obligations pleaded by substance (Doc. 1 ¶ 41), not text. Attach when available.
Material breach	51, 134, 136–137	*Vega*	Breach events dated; agency performance pleaded at 45, 137.
Damages	127–128, 130, 138	*Vega*	Scope confined to economic loss by choice, not legal compulsion; Mann v. Pierce, 803 F.2d 1552, 1986 U.S. App. LEXIS 33558 (11th Cir. 1986) allowed contractual housing claims to proceed with consequential personal-injury allegations.
Fees	139	—	§ 83.48 removed per Fla. Stat. § 83.48 (fees barred "in a claim for personal injury damages based on a breach of duty under s. 83.51"). Lease fee clause unconfirmed.

Count II — Negligence (All Plaintiffs v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Duty — AMC	141–142	Clay Electric Cooperative, Inc. v. Johnson, 873 So. 2d 1182, 2003 WL 22966277 (Fla. 2003) (elements); Mansur v. Eubanks, 401 So. 2d 1328 (Fla. 1981) (inspect-before-possession and repair-on-notice duties; 1981, reached through § 5001(b)); pre-cession root: Butler v. Maney, 146 Fla. 33, 200 So. 226, 1941 Fla. LEXIS 1071 (Fla. 1941) (lessor's known undisclosed latent dangers)	¶ 141 pleads the pre-1950 latent-danger theory as facts so the count does not depend on post-cession duty law.
Duty — MMS (undertaking)	38–43, 143	Kimmons v. Crawford, 92 Fla. 652, 109 So. 585 (Fla. 1926) (landlord who undertakes repairs and performs them negligently; child plaintiff; pleading stage)	Pre-cession authority. Successor liability basis at 41.
Duty — Michaels	34–37, 44, 144	*Clay Electric*	Weakest attribution; alternative pleading rests on Doc. 1 ¶¶ 6, 19. The "common or trade name" statement (¶ 44) was not located on the *Mullins* docket; identify the filing or narrow ¶ 44 before filing.
Breach	145–148	*Mansur*; *Kimmons*	Each breach tied to a dated event.
Agency (AMC for property manager)	45, 137, 150	Goldschmidt v. Holman, 571 So. 2d 422, 1990 WL 191710 (Fla. 1990) (acknowledgment, acceptance, control)	Control pleaded on information and belief at 45; property management agreement not in record.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Causation	151–152	*Clay Electric*	Tumor causation not pleaded (record supplies no case-specific basis; Doc. 1 ¶ 33 offers only a general association). Carly Phillip's injuries limited to 118–119. R.P.'s injury pleaded as exposure requiring evaluation (123); thinnest injury allegation in the count.
Damages incl. emotional distress	125, 129, 153	Willis v. Gami Golden Glades, LLC, 967 So. 2d 846, 2007 WL 3024039 (Fla. 2007) (impact rule; distress recoverable with physical impact)	Physical contact with mold pleaded at 116.

Count III — Gross Negligence (All Plaintiffs v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Duty	155–156	*Clay Electric*; *Mansur*; *Kimmons*	Restated inside the count; no incorporation of Count II.
Knowledge of danger	157–161	Carraway v. Revell, 116 So. 2d 16 (Fla. 1959) (course of conduct a reasonable person would know would probably result in injury)	Knowledge of Carly Phillip's diagnosis at the time of the "not a priority" statement is not pleaded; record does not identify who knew.
Conduct showing conscious disregard	162–164	*Carraway*	Managerial participation pleaded at 164 only as to relocation/return decisions and Leto's title; Fla. Stat. § 768.72 entity standards will require more at the proof stage.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Causation and damages	165–166	*Clay Electric*	Same injury gaps as Count II.
Punitive pleading in federal court	290	Cohen v. Office Depot, Inc., 204 F.3d 1069, 46 Fed. R. Serv. 3d 73, 2000 U.S. App. LEXIS 2789, 2000 WL 217490 (11th Cir. 2000) (operative opinion after partial vacatur; § 768.72 proffer procedure not applied in federal court)	*Carraway* distinguishes gross negligence from the showing for punitive damages.

Count IV — § 83.51 Statutory Obligation (All Plaintiffs v. AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Landlord / tenant status	168–169	Fla. Stat. § 83.43(17) ("Tenant" means any person "entitled to occupy" a dwelling unit under a rental agreement)	Children's and spouse's entitlement pleaded as occupancy under the Lease (49, 169); Lease occupant list unconfirmed.
Statutory obligation	170	Fla. Stat. § 83.51(1) (quoted verbatim; verified)	§ 83.51(1) obligations "may be altered or modified in writing with respect to a single-family home or duplex" — a defense; not pleaded.
Noncompliance after notice	171–174	§ 83.51(1)(a), (b)	Both branches pleaded; roof failure pleaded as unrepaired damage, not as failure to resist normal forces.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Right of action / damages	175–177	Fla. Stat. § 83.55; Paterson v. Deeb, 10 Fla. L. Weekly 1417, 472 So. 2d 1210 (Fla. Dist. Ct. App. 1985) (personal-injury damages recoverable under § 83.55)	Not negligence per se: *Mann v. Pierce*. Post-1973 statute; survives in the enclave only as a claim brought on account of physical injury (Mullins Doc. 68 treats it as conditionally barred). Physical injury pleaded at 176.

Count V — Third-Party Beneficiary (All Plaintiffs v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Contract	29–31, 179–181	Mendez v. Hampton Court Nursing Center, LLC, 41 Fla. L. Weekly Supp. 394, 203 So. 3d 146, 2016 Fla. LEXIS 2074 (Fla. 2016) (four elements)	AMC East, LLC versus AMC distinguished; AMC's lessee interest on information and belief (31, 180). PMA parties unidentified.
Intent to benefit primarily and directly	179–183	*Mendez*	No provision quoted; Mullins Doc. 68 accepted an equivalent pleading, but a quoted clause closes the surface.
Breach	184–185	*Mendez*	Michaels bound only through ¶ 35 assumption allegation.
Damages	186	*Mendez*	—

Count VI — Negligence Per Se (All Plaintiffs v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Enactment protecting a class from a particular injury	189–194	deJesus v. Seaboard Coast Line Railroad, 281 So. 2d 198 (Fla. 1973) (class-protective enactment versus evidence of negligence)	**Predicate unverified.** Ordinance text carried from Doc. 1. Confirm section numbers, text, and version in force. Flooring provisions and § 19-47 dropped (no supporting facts; § 19-47 protects adjacent owners). Chapter 386 not pleaded: a sanitary-nuisance prohibition protecting the public generally supplies evidence of negligence at most under *deJesus*.
Applicability to the Residence	188	—	Municipal coverage pleaded on information and belief; Mullins Doc. 68 found the land outside Tampa in 1950 and annexed in 1953. Whether a post-cession municipal ordinance is "the law of the State" under § 5001(b) is open.
Violation by each actor	195–198	*deJesus*	Owner-specific § 19-232(7) attributed to AMC only.
Injury of the protected type, caused by violation	199–200	*deJesus*	Most exposed count; retained because the conditional route in Mullins Doc. 68 is open and the facts are already pleaded.

Count VII — Unjust Enrichment, Alternative (David Phillip v. AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Benefit conferred	50, 203	Kopel v. Kopel, 229 So. 3d 812 (Fla. 2017) (elements)	—
Knowledge and acceptance	204	*Kopel*	—

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Inequitable retention	205–207	*Kopel*	Restitution net of value received (207).
Alternative pleading	202	Real Estate Value Co. v. Carnival Corp., 92 So. 3d 255, 2012 Fla. App. LEXIS 9849, 2012 WL 2327767 (Fla. Dist. Ct. App. 2012) (alternative pleading permitted; claim fails once express contract on same subject is established); Fed. R. Civ. P. 8(d)(2)	Condition tied to the Court's determination, not AMC's denial.

Count VIII — Negligent Misrepresentation Before Occupancy (David, Carly, C.P., P.P., S.P. v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Misrepresentation of material fact	62–65, 209–213	Gilchrist Timber Co. v. ITT Rayonier, Inc., 22 Fla. L. Weekly Supp. 365, 696 So. 2d 334, 1997 Fla. LEXIS 944, 1997 WL 348100 (Fla. 1997) (§ 552 elements); pre-cession root: Wheeler v. Baars, 33 Fla. 696 (Fla. 1894) (deceit by statement the speaker ought to have known false)	Date, place, and method of Leto's statement not in record; recipient pleaded as "the Phillip family" per Doc. 1 ¶ 27. Rule 9(b) exposure on time/place: Garfield v. NDC Health Corp., 466 F.3d 1255, 2006 U.S. App. LEXIS 25435, 2006 WL 2883238 (11th Cir. 2006); Ziemba v. Cascade International, Inc., 256 F.3d 1194, 50 Fed. R. Serv. 3d 335, 2001 U.S. App. LEXIS 15529, 2001 WL 776765 (11th Cir. 2001). Mullins Doc. 68 held the claim not enclave-barred.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Speaker should have known falsity	67, 214	*Gilchrist*	—
Intent to induce	215	*Gilchrist*	—
Justifiable reliance causing injury	68, 216–218	Butler v. Yusem, 35 Fla. L. Weekly Supp. 493, 44 So. 3d 102, 2010 Fla. LEXIS 1508, 2010 WL 3488979 (Fla. 2010) (justifiable reliance required for negligent misrepresentation); children through parental reliance: Albertson v. Richardson-Merrell, Inc., 441 So. 2d 1146 (Fla. Dist. Ct. App. 1983) (different context; defeats a categorical rule); bodily-injury remedy on safety representation: Godelia v. Doe 1, 881 F.3d 1309 (11th Cir. 2018) (medical-device context)	Whether Leto's statement preceded Lease execution is unknown; reliance pleaded as acceptance and move-in, not signature.

Count IX — Negligent Misrepresentation Concerning Repairs (All Plaintiffs v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Misrepresentation of material fact	71, 73, 81, 86, 99, 111, 220–226	*Gilchrist*; *Wheeler*	2023 statements lack dates/work-order numbers; the record supplies none.
Should have known falsity	227	*Gilchrist*	Limited to what the record supports (no testing; no meaningful investigation; contractor's documented saturation).
Intent to induce	228	*Gilchrist*	—

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Justifiable reliance causing injury	229–231	*Butler v. Yusem*; *Albertson*	Carly Phillip observed mold and called it mold; reliance is pleaded as remaining/returning on the assurances that the condition was benign or addressed. Defense will argue she disbelieved the statements.

Count X — Fraudulent Inducement (David, Carly, C.P., P.P., S.P. v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
False statement of material fact	233–234	*Butler v. Yusem* (elements); HTP, Ltd. v. Lineas Aereas Costarricenses, S.A., 21 Fla. L. Weekly Supp. 447, 685 So. 2d 1238, 1996 Fla. LEXIS 1796, 1996 WL 600501 (Fla. 1996) (fraud in the inducement is an independent tort)	Mullins Doc. 68 held fraud claims not enclave-barred and particularity sufficient on an equivalent pleading.
Knowledge of falsity	235–236	Fed. R. Civ. P. 9(b) (knowledge may be alleged generally); Otto Candies, LLC v. Citigroup Inc., 137 F.4th 1158 (11th Cir. 2025) (ordinary fraud not subject to securities scienter standard)	Knowledge pleaded generally with the circumstance (maintenance history kept by Defendants).
Intent to induce	237	*Butler v. Yusem*	What Defendants obtained: BAH payments (237).
Reliance causing injury	238–240	*Butler v. Yusem* (no due-diligence requirement for fraud); *Albertson*	—

Count XI — Fraudulent Misrepresentation Concerning Repairs (All Plaintiffs v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
False statement of material fact	242	*Butler v. Yusem*	Statements identified by paragraph; no incorporation of Count IX.
Knowledge of falsity	243–246	Rule 9(b); *Otto Candies*	Knowledge grounded in Defendants' own inspections, repeated reports, and contractor findings (Doc. 1 ¶¶ 168–169).
Intent to induce	247	*Butler v. Yusem*	—
Reliance causing injury	248–250	*Butler v. Yusem*; *Albertson*	Same reliance exposure as Count IX.

Count XII — Fraudulent Concealment Before Occupancy (David, Carly, C.P., P.P., S.P. v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Material fact concealed; knowledge	252	Friedman v. American Guardian Warranty Services, Inc., 837 So. 2d 1165, 2003 WL 470217 (Fla. Dist. Ct. App. 2003) (elements)	—
Duty to disclose	254–255	Gutter v. Wunker, 631 So. 2d 1117, 1994 WL 6719 (Fla. Dist. Ct. App. 1994) (partial disclosure creates duty); alternative: Johnson v. Davis, 480 So. 2d 625, 54 U.S.L.W. 2303 (Fla. 1985) (seller; extension to lessors unsettled); *Butler v. Maney* (lessor's known latent danger)	Half-truth theory is primary and rests on pre-1950 fraud law.
Intent to induce	257	*Friedman*	—

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Reliance causing injury	258–260	*Friedman*; *Albertson*	—

Count XIII — Fraudulent Concealment Concerning Repairs (All Plaintiffs v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Material fact concealed; knowledge	262–264	*Friedman*	Pre-Milton concealment events preserved (262–263).
Duty to disclose	266	*Gutter*; *Johnson v. Davis* (alternative)	—
Concealment and intent	265, 267–268	*Friedman*	¶ 265 limited to the painted-over structure; visible mold after return is pleaded as observed (112), not unknown.
Reliance causing injury	269–271	*Friedman*; *Albertson*	—

Count XIV — FDUTPA, Deceptive Acts (David Phillip v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Trade or commerce; consumer	273–274	Fla. Stat. § 501.204	—
Deceptive act	275	§ 501.204	—
Causation	276	Fla. Stat. § 501.211	—

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Actual damages within statutory scope	277–278	Fla. Stat. § 501.212(3) (excludes "[a] claim for personal injury or death or a claim for damage to property other than the property that is the subject of the consumer transaction")	**Enclave exposure.** Mullins Doc. 68 held FDUTPA "barred unconditionally" because it cannot be brought on account of physical injury. Retained as an economic-loss claim; the § 5001(b) "injury" interpretation is preserved for briefing, where Doc. 68 n.20 records the court's own stated doubt about the physical-injury limitation. Fee statute not cited by section; confirm before filing.

Count XV — FDUTPA, Unfair Acts (David Phillip v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Trade or commerce; consumer	280–281	§ 501.204	Restated; no incorporation of Count XIV.
Unfair or unconscionable act	282–283	§ 501.204	—
Causation and actual damages within scope	284	§ 501.211; § 501.212(3)	Same enclave exposure as Count XIV.

Cross-cutting

ITEM	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Personal jurisdiction, each Defendant	26–28, 36–37, 41–44	Fla. Stat. § 48.193(1)(a)1., 2. (verified text); Louis Vuitton Malletier, S.A. v. Mosseri, 736 F.3d 1339, 108 U.S.P.Q. 2d (BNA) 1956, 2013 U.S. App. LEXIS 23932, 2013 WL 6224027 (11th Cir. 2013) (long-arm plus due process)	Michaels rests on registration, holding-out, acquisition, and information-and-belief employee contacts.
Subject-matter jurisdiction	17–23	28 U.S.C. § 1331; 28 U.S.C. § 5001(b) (quoted verbatim; verified)	§ 5001(b) pleaded at the action level, not count by count. Residence-to-parcel survey not performed.
Venue	25	28 U.S.C. § 1391(b)(2)	—
Shotgun audit	every count	Weiland v. Palm Beach County Sheriff's Office, 792 F.3d 1313, 92 Fed. R. Serv. 3d 378, 2015 U.S. App. LEXIS 11750, 2015 WL 4098270 (11th Cir. 2015); Fed. R. Civ. P. 10(b)	No count incorporates a prior count; each names its Plaintiffs and Defendants; Michaels alternatives are stated with their basis.
Minors; next friends; birth date	caption, 9–12	Fed. R. Civ. P. 5.2; Fed. R. Civ. P. 17(c)	Birth year only (12); delivery date retained as medical chronology (90–92).
Format	title; whole	M.D. Fla. L.R. 1.08; M.D. Fla. L.R. 1.09	Apply typeface and spacing at assembly.
Amendment as of right; relation back	—	Fed. R. Civ. P. 15(a)(1)(B), (c)(1)(B); Fed. R. Civ. P. 6	Due October 29, 2026 (Doc. 17 served electronically October 8; day 21). Every count arises from conduct set out in Doc. 1; no new party.

COUNTS NOT PLEADED

COUNT	ELEMENT THAT FAILS ON THIS RECORD
Negligent infliction of emotional distress	No element independent of Count II. Distress accompanying physical impact is pleaded and recoverable there under *Willis*; a stand-alone NIED count would seek distress damages only and Mullins Doc. 68 held that form "barred unconditionally" under Slocum v. Food Fair Stores of Florida, Inc., 100 So. 2d 396 (Fla. 1958).
Intentional infliction of emotional distress	Defendant's knowledge of Carly Phillip's treatment at the time of the "not a priority" statement, and severe distress separate from physical injury for each claimant, are not established in the supplied record. Elements per Metropolitan Life Insurance Co. v. McCarson, 10 Fla. L. Weekly 154, 467 So. 2d 277, 1985 Fla. LEXIS 3223 (Fla. 1985). Facts preserved at 102–103 for any later amendment.
Medical monitoring	Of the seven elements in Petito v. A.H. Robins Co., 750 So. 2d 103, 1999 WL 1221653 (Fla. Dist. Ct. App. 1999), the record does not supply a proven hazardous substance at greater-than-background levels, an available detection procedure, or a monitoring regime different from ordinary care. Future diagnostic expenses for actionable injury are sought at 284.
Carly Phillip's astrocytoma as a Defendant-caused injury	Case-specific causation. Doc. 1 ¶ 33 alleges only a general association with environmental exposures. If counsel has a basis, add a direct causation allegation (Rule 11(b)(3) designation available) and restore tumor-related damages; the chronology (89–98) is already pleaded.
Nuisance	Not pleaded in Doc. 1; Mullins Doc. 68 held failure to maintain is not a "use of property."
Omission consequence	An amendment supersedes Doc. 1; restoring an omitted claim later requires an available Rule 15 vehicle. Lalitha E. Jacob, MD v. Mentor Worldwide, LLC, 40 F.4th 1329 (11th Cir. 2022) addresses claims already dismissed; no Phillip claim has been dismissed.

AFFIRMATIVE-DEFENSE NEGATION MAP

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Federal enclave doctrine (post-1950 law inapplicable)	IV, VI, VIII–IX (duty formulations), XIV–XV	Cession facts; action brought on account of injuries sustained at the Residence; physical injury by Plaintiff; pre-1950 duty facts (latent danger; negligent repair undertaking)	19–23, 116–124, 141, 143, 176, 199	Strong for I–III, V, VII–XIII (Mullins Doc. 68 held them not barred); moderate for IV, VI (conditional); weak for XIV–XV under the current ruling.
Express contract bars unjust enrichment	VII	Pleaded in the alternative, conditioned on the Court's determination; restitution net of value received	202, 207	Strong as alternative pleading.
Rule 9(b) particularity	VIII–XIII	Speaker role, recipient, place (the Residence), dated events, content, falsity, knowledge basis, what was obtained	62–67, 71–73, 81, 86, 99, 111, 209–214, 220–227, 233–237, 242–247, 252–257, 262–268	Moderate; Leto's date/method and 2023 dates are missing from the record.
No personal jurisdiction over Michaels	all against Michaels	Florida registration; holding out MacDill housing; 2021 acquisition; employee contacts; trade-name representation	28, 34–37, 44	Moderate; weakest Defendant.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Harbor Bay conduct not attributable to a named Defendant	II–III, V–VI, VIII–XV	MMS as property manager; successor to Michaels Management Services, Inc. (Mullins Doc. 22); Lease designation; alternative Michaels attribution with basis; AMC agency	38–46	Strong as to MMS; moderate as to AMC (agency on information and belief); weak-to-moderate as to Michaels.
Tenant-caused condition (§ 83.51(4))	IV	Upstairs bathroom dry; no evidence for tub explanation; reporting as instructed	53, 70, 80, 82, 85	Strong.
Hurricane as superseding cause	II–IV, VI	Defendants' own pre-return inspection and contractor's saturation findings; two-week delay; painting over; direction to return	101–113	Strong; storm damage separated from the response to it.
No reliance (family saw the mold and stayed)	VIII–XIII	Reliance tied to specific assurances (attic addressed; repairs complete); return after "all repairs completed"	73–74, 111–113, 216, 229, 238, 248, 258, 269	Moderate; the "dust" statements are the exposed point.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Statute of limitations	II–III, VI, VIII–XIII	Not pleaded by design; dates appear only as chronology. Accrual, minority, and David Phillip's service period under 50 U.S.C. § 3936 are analyzed outside the pleading. First observation September 10, 2022; filing September 9, 2026.	69, 79, 85, 99–115	Not negated on the face; the 2023 "dust" events are the exposure if treated as discrete accruals under a two-year period.
FDUTPA personal-injury exclusion (§ 501.212(3))	XIV–XV	Damages expressly limited to leasehold value difference	277–278, 284	Strong as to scope; does not cure the enclave ruling.
Shotgun pleading	all	Targeted incorporation; Plaintiff- and Defendant-specific counts; no count incorporates a count	132, 140, 154, 167, 178, 187, 201, 208, 219, 232, 241, 251, 261, 272, 279	Strong.
Economic-loss / independent-tort rule	X–XIII	Fraud in the inducement and concealment pleaded as torts independent of Lease performance; bodily injury pleaded	233–239, 252–259	Strong under *HTP*.

AUTHORITIES RELIED ON

AUTHORITY	PROPOSITION USED	POSTURE
Vega v. T-Mobile USA, Inc. **(11th Cir. 2009)**	Florida breach-of-contract elements	Appeal from class certification/judgment; elements stated generally
Clay Electric Cooperative, Inc. v. Johnson **(Fla. 2003)**	Negligence elements; undertaker's duty	Summary-judgment review
Mansur v. Eubanks **(Fla. 1981)**	Landlord duty to inspect before possession and repair on notice	Certified question; post-cession authority reached through § 5001(b)
Kimmons v. Crawford **(Fla. 1926)**	Landlord who undertakes repairs and performs them negligently is liable; child plaintiff	Reversal of demurrer-stage judgment; pre-cession
Butler v. Maney **(Fla. 1941)**	Lessor's responsibility for known undisclosed latent dangers	Pre-cession; discussion of lessor liability
Goldschmidt v. Holman **(Fla. 1990)**	Actual agency elements	Certified question
Willis v. Gami Golden Glades, LLC **(Fla. 2007)**	Impact rule; distress recoverable with physical impact	Certified question
Carraway v. Revell **(Fla. 1959)**	Gross negligence standard; distinct from punitive showing	Certiorari; guest-statute context
Cohen v. Office Depot, Inc. **(11th Cir. 2000)**	§ 768.72 proffer procedure does not govern federal pleading	Opinion on rehearing; pleading holding intact

AUTHORITY	PROPOSITION USED	POSTURE
Mann v. Pierce **(11th Cir. 1986)**	§ 83.51 breach is contractual, not negligence per se; housing claims proceed with consequential allegations	Appeal in HUD-housing action
Paterson v. Deeb **(Fla. 1st DCA 1985)**	Personal-injury damages recoverable under § 83.55	Reversal of dismissal
Mendez v. Hampton Court Nursing Center, LLC **(Fla. 2016)**	Third-party-beneficiary elements	Certified conflict; arbitration context
deJesus v. Seaboard Coast Line Railroad **(Fla. 1973)**	Negligence per se versus evidence of negligence	Certified question
Kopel v. Kopel **(Fla. 2017)**	Unjust-enrichment elements	Certified conflict
Real Estate Value Co. v. Carnival Corp. **(Fla. 3d DCA 2012)**	Alternative pleading permitted; express contract defeats quasi-contract once established	Appeal from dismissal
Gilchrist Timber Co. v. ITT Rayonier, Inc. **(Fla. 1997)**	Negligent-misrepresentation elements (§ 552)	Certified question
Wheeler v. Baars **(Fla. 1894)**	Deceit by statement the speaker ought to have known false	Pre-cession appeal

AUTHORITY	PROPOSITION USED	POSTURE
Garfield v. NDC Health Corp. **(11th Cir. 2006);** ***Ziemba v. Cascade International, Inc.*** **(11th Cir. 2001)**	Rule 9(b) "who, what, when, where, how" applies to claims sounding in fraud	Appeals from dismissal
Butler v. Yusem **(Fla. 2010)**	Fraud elements; justifiable reliance required for negligent misrepresentation but not for fraud	Review of district court decision
HTP, Ltd. v. Lineas Aereas Costarricenses, S.A. **(Fla. 1996)**	Fraudulent inducement is an independent tort	Certified question
Otto Candies, LLC v. Citigroup Inc. **(11th Cir. 2025)**	Rule 9(b) permits general allegation of knowledge; securities scienter standard not imported	Appeal after trial/judgment in Florida fraud action
Albertson v. Richardson-Merrell, Inc. **(Fla. 4th DCA 1983)**	Reliance through an intermediary/parent supports a dependent's claim	Reversal of dismissal; pharmaceutical context
Godelia v. Doe 1 **(11th Cir. 2018)**	Florida fraud and negligent misrepresentation on safety representations causing bodily injury survive at pleading stage	Appeal from dismissal; medical-device/preemption context

AUTHORITY	PROPOSITION USED	POSTURE
Friedman v. American Guardian Warranty Services, Inc. **(Fla. 4th DCA 2003)**	Fraudulent-concealment elements	Appeal from dismissal
Gutter v. Wunker **(Fla. 4th DCA 1994)**	Partial disclosure creates duty to disclose the whole	Appeal from dismissal
Johnson v. Davis **(Fla. 1985)**	Seller's duty to disclose known, non-observable material defects	Certified conflict; residential sale
Louis Vuitton Malletier, S.A. v. Mosseri **(11th Cir. 2013)**	Long-arm and due-process analysis	Appeal from denial of motion to dismiss
Weiland v. Palm Beach County Sheriff's Office **(11th Cir. 2015)**	Shotgun categories; incorporation of facts versus counts	Appeal from dismissal

AUTHORITY	PROPOSITION USED	POSTURE
Slocum v. Food Fair Stores of Florida, Inc. **(Fla. 1958);** ***Metropolitan Life Insurance Co. v. McCarson*** **(Fla. 1985);** ***Petito v. A.H. Robins Co.*** **(Fla. 3d DCA 1999);** ***Lalitha E. Jacob, MD v. Mentor Worldwide, LLC*** **(11th Cir. 2022)**	Omitted-claims analysis only	Various; not relied on for any pleaded count
28 U.S.C. §§ 1331, 1391, 5001; Fla. Stat. §§ 48.193, 83.43, 83.48, 83.51, 83.55, 501.204, 501.211, 501.212, 768.72; 50 U.S.C. § 3936; Fed. R. Civ. P. 5.2, 6, 8, 9, 10, 15, 17; M.D. Fla. L.R. 1.08, 1.09	Jurisdiction, venue, statutory counts, fee exclusion, FDUTPA scope, punitive standards, SCRA tolling, pleading form	Statutory and rule text; § 5001(b), § 83.51(1), § 83.48, § 83.43(17), § 501.212(3), and § 48.193(1)(a) verified verbatim

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