Prepared by Docket Entry. Not filed in the case.

M.D. Fla. (Tampa Division)
Scire v. The Michaels Organization, LLC
No. 8:26-cv-02696

AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

PRELIMINARY STATEMENT

1. Robert Scire spent six days in a hospital in August 2025 with sepsis and mastoiditis. His wife, Shelley Scire, has memory impairment, chronic sinus congestion, and headaches. Their son, R.S., has been referred for surgery on his tonsils and adenoids. They got sick in a home that Harbor Bay at MacDill leased to them, maintained for them, and told them was fine.

2. Before the Scires moved in, a prior occupant of 8538 Tampa Point Boulevard had complained to Harbor Bay about mold in that home. No one told the Scires. They learned it from a neighbor a year later.

3. The Air Force moved Major Scire to MacDill in September 2024 on a humanitarian reassignment because members of his family were ill. Within one month, rain came through the ceilings. Within three months, sewage came up through the drains. The technician could not fix the drains. Harbor Bay marked the work order "completed." In January 2025, the family reported visible mold. Harbor Bay fixed the leak that day. Harbor Bay left the mold and the water-damaged drywall in place and marked that work order complete too.

4. In January 2025, episodes of numbness in Major Scire's arms and legs became more frequent and more severe. By July he had a perforated eardrum. In

August he was hospitalized. An infectious-disease physician told the family to have the home evaluated for mold. The environmental assessor that Harbor Bay retained found suspected mold growth inside the air handler. The family was displaced on September 15, 2025. Harbor Bay's post-remediation process ordinarily includes mold testing. Harbor Bay did not do that testing. Harbor Bay recorded the home as passing and told the family it had passed. The family returned. Three weeks later, independent sampling of the HVAC supply plenum measured about 910,000 and 750,000 Penicillium/Aspergillus-type spores per cubic meter. Harbor Bay's response was a visual inspection and the words "no moisture was found."

5. The roof leaked into the master-bathroom ceiling in December 2025. Harbor Bay said it would paint over the ceiling. The roof leaked again in July 2026. Harbor Bay put plastic over the wet ceiling. Growth appeared under the plastic. Harbor Bay reported the repair complete by about August 19, 2026. On August 23, 2026, rain came through the bathroom exhaust fan.

6. Major Scire has been referred to a Medical Evaluation Board. This action seeks recovery for the physical injuries the Scire family sustained in that home and for the losses that followed.

A. PARTIES

7. Robert Scire is a Major in the United States Air Force. From on or about September 16, 2024 through the filing of the original Complaint, Robert Scire resided at 8538 Tampa Point Boulevard, MacDill Air Force Base, Tampa, Florida (the "residence"), except for one overnight displacement in December 2024, a displacement from September 15, 2025 through October 15, 2025, and periods of travel.

8. Shelley Scire is the spouse of Robert Scire. She resided at the residence during the same period.

9. R.S. is the minor son of Robert Scire and Shelley Scire. He resided at the residence during the same period. R.S. sues through his parents as next friends and is identified by initials under Rule 5.2(a)(3).

10. Defendant The Michaels Organization, LLC ("Michaels") is a New Jersey limited liability company with its principal place of business at 2 Cooper Street, Camden, New Jersey 08102. Michaels is registered to do business in Florida.

11. Defendant AMC East Communities, LLC ("AMC") is a Delaware limited liability company with its principal place of business at 2 Cooper Street, Camden, New Jersey 08102.

12. Defendant MMS Air Force, LLC ("MMS") is a New Jersey limited liability company with its principal place of business at 2 Cooper Street, Camden, New Jersey 08102. MMS is registered to do business in Florida.

13. "Harbor Bay at MacDill" ("Harbor Bay") is the name under which leasing, management, maintenance, and remediation of military housing at MacDill, including the residence, were conducted during Plaintiffs' tenancy. Harbor Bay is not registered as an entity with the Florida Department of State, Division of Corporations. The legal identity of Harbor Bay is alleged in Section D.

B. JURISDICTION, VENUE, AND GOVERNING LAW

14. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331. The residence is located on MacDill Air Force Base. By Deed of Cession dated March 29, 1950, the State of Florida ceded to the United States exclusive jurisdiction over

described lands in Hillsborough County held by the United States for military purposes. The residence is located on land within MacDill over which the United States holds exclusive jurisdiction. The exposures and physical injuries alleged in this Amended Complaint occurred at the residence. The maintenance, inspection, repair, and remediation of the residence alleged in this Amended Complaint occurred at the residence. Plaintiffs' claims therefore arise under federal law.

15. In the alternative, this Court has supplemental jurisdiction under 28 U.S.C. § 1367(a) over any claim determined not to arise under federal law. Each such claim forms part of the same case or controversy as the claims that do.

16. This civil action is brought to recover on account of physical injuries sustained by Robert Scire, Shelley Scire, and R.S. at the residence. Under 28 U.S.C. § 5001(b), the rights of the parties in this action are governed by the law of the State of Florida.

17. Plaintiffs also seek recovery of the contract, property, and financial losses alleged in Section P.

18. On information and belief, the lease for the residence provides that Florida law applies.

19. Venue is proper in this District under 28 U.S.C. § 1391(b)(2). The residence is located in this District. The exposures, injuries, maintenance, repairs, inspections, and remediation alleged in this Amended Complaint occurred at the residence.

20. This Court has personal jurisdiction over AMC under Fla. Stat. § 48.193(1)(a)1., 2., and 7. AMC is identified as Owner on the lease for the residence. AMC received

Robert Scire's rent. AMC's maintenance and repair obligations under the lease were to be performed at the residence in Florida. The acts and omissions alleged in Sections G through M occurred at the residence in Florida.

21. This Court has personal jurisdiction over MMS under Fla. Stat. § 48.193(1)(a)1. and 2. MMS acted as property manager for MacDill housing, including the residence. MMS conducted that management in Florida. The acts and omissions of MMS personnel alleged in Sections G through M occurred at the residence in Florida.

22. This Court has personal jurisdiction over Michaels under Fla. Stat. § 48.193(1)(a)1. and 2. Michaels is registered to do business in Florida. Michaels identifies MacDill publicly as one of its military housing locations. Employees whose email addresses and signature blocks identify Michaels as their employer communicate with residents at MacDill about leasing and maintenance. On information and belief, Michaels conducts leasing, management, and maintenance of MacDill housing under the Harbor Bay name, as alleged in Section D. The acts and omissions attributed to Michaels in Sections G through N occurred at the residence in Florida.

23. The claims in this action arise from the Florida contacts of each Defendant alleged in paragraphs 20 through 22.

C. THE PRIVATIZED HOUSING PROGRAM AT MACDILL

24. In November 2007, AMC East, LLC and the United States Air Force entered into a 50-year lease to privatize military housing at MacDill (the "Ground Lease").

25. In 2021, Michaels acquired the assets of AMC East, LLC and of AMC.

26. Service members who rent housing at MacDill pay rent through their Basic

Allowance for Housing ("BAH"). Robert Scire's BAH was paid to AMC each month of the tenancy.

27. The Air Force also pays the privatized-housing contractor at MacDill for management and maintenance of the housing. Those payments consist of a monthly base fee and an incentive fee payable upon achieving performance criteria. To obtain the incentive fee, the contractor submits documentation and a statement that the performance criteria were satisfied. The criteria include objectives related to maintenance work orders and customer satisfaction.

28. The Operating Agreement originally entered into by AMC East, LLC and the Air Force (the "Operating Agreement") states that the Agreement is intended to further the goal of the Military Housing Privatization Initiative to benefit residents of MacDill military housing.

D. EACH DEFENDANT'S ROLE IN THE RESIDENCE

29. On information and belief, AMC is identified as the "Owner" on the lease for the residence. On information and belief, AMC holds the lessee's interest under the Ground Lease with respect to the residence.

30. Robert Scire signed the lease as tenant. On information and belief, the lease identifies Shelley Scire and R.S. as occupants of the residence.

31. On information and belief, the lease identifies the property manager as Michaels Management Services, Inc., or its successor. The relationship between Michaels Management Services, Inc. and MMS is known to Defendants.

32. MMS acted as property manager for MacDill housing, including the residence, at all times relevant to this Amended Complaint.

33. The lease obligates AMC to maintain the residence and to repair leaks, moisture, mold, and other conditions during the tenancy. The lease contains warnings about moisture and mold. On information and belief, the lease incorporates a Mold Addendum.

34. Harbor Bay appears as Landlord or Lessor on the Mold Addendum. On information and belief, Harbor Bay appears as Community Manager on the lease and the lease addenda.

35. On information and belief, in *Mullins v. The Michaels Organization, LLC*, No. 8:25-cv-02637 (M.D. Fla.), AMC stated in a filing that Harbor Bay is a "common or trade name" of Michaels and not a distinct legal entity.

36. Michaels's website identifies MacDill as one location of its military housing. Employees whose email addresses and signature blocks identify Michaels as their employer communicate with residents at MacDill about leasing and maintenance.

37. The Harbor Bay personnel who performed the leasing, maintenance, inspection, and remediation activities alleged in Sections F through N acted under the Harbor Bay name. This allegation does not include InDepth Environmental, Inc. or the third-party contractors identified in Section J. On information and belief, each Harbor Bay employee identified in Sections F through N was employed by MMS, by Michaels, or by both. The identity of the employer of each such person is known to Defendants. Under Rule 8(d)(2), Plaintiffs allege in the alternative that each such person acted as an employee or agent of MMS, of Michaels, or of both, within the scope of that employment or agency.

38. Harbor Bay personnel performed the maintenance, inspection, and

remediation of the residence in performance of AMC's obligations as Owner under the lease. On information and belief, AMC engaged the property manager to perform those obligations on AMC's behalf.

39. Robert Scire submitted maintenance requests through a work-order system operated by Harbor Bay. Harbor Bay personnel recorded the status of each work order in that system. Robert Scire could view the recorded status of his work orders in that system.

E. WHAT HARBOR BAY KNEW ABOUT MOISTURE AND MOLD AT MACDILL

40. For years, military families at MacDill have submitted complaints to Harbor Bay about mold and about health problems from exposure to mold.

41. The standard lease used at MacDill contains warnings about moisture and mold.

42. The Resident Guidelines and Community Handbook issued to MacDill residents instruct residents to report signs of leaks, moisture, or mold immediately.

43. On information and belief, Harbor Bay personnel knew that numerous homes at MacDill lacked vapor barriers between the first floor and the outdoors, or had defective vapor barriers, and that moisture entered those homes as a result. On information and belief, Harbor Bay personnel knew that air-conditioning units in numerous homes at MacDill lacked secondary drain lines and that water leaked into those homes as a result.

44. Harbor Bay maintains written policies and procedures for the treatment and remediation of mold.

45. Before the Scire family moved in, a prior occupant of the residence complained to Harbor Bay about mold or suspected mold within the residence. Robert Scire learned of that complaint from a neighbor in September 2025, as alleged in paragraph 85.

F. THE FAMILY ACCEPTED THE RESIDENCE

46. The Air Force assigned Robert Scire to MacDill through an approved humanitarian reassignment, processed through the Air Force Surgeon General, related to illnesses affecting members of his immediate family.

47. Before moving in, Robert Scire signed the lease. Shelley Scire did not sign the lease. Shelley Scire accepted the residence as the family's home and moved into it with R.S.

48. On information and belief, the lease states that, before move-in, the residence was in safe, clean, and habitable condition and was free of mold, mildew, and signs of water intrusion. On information and belief, that statement was made by AMC as Owner and was delivered to Robert Scire by Harbor Bay leasing personnel before he signed. The names of the Harbor Bay leasing personnel who handled the lease are known to Defendants.

49. Before the lease was signed and before move-in, no Harbor Bay personnel disclosed to Robert Scire or Shelley Scire that a prior occupant had complained of mold or suspected mold in the residence.

50. Harbor Bay personnel had access to prior-occupant complaints concerning the residence. Robert Scire and Shelley Scire did not.

51. Had Robert Scire known of the prior occupant's complaint, he would not

have signed the lease. Had Shelley Scire known of it, she would not have moved into the residence with R.S.

52. Robert Scire, Shelley Scire, and R.S. moved into the residence on or about September 16, 2024.

G. RAIN CAME THROUGH THE CEILINGS

53. Hurricane Milton struck the Tampa area in October 2024, less than one month after the family moved in. The family evacuated.

54. The family returned on October 12, 2024. That day, the family reported to Harbor Bay damage to the roof, damage to the screened porch, and rainwater leaking through the ceilings, including water intrusion into the upstairs hallway ceiling.

55. On October 15, 2024, Harbor Bay placed a temporary cloth-like covering over the damaged roof.

56. Harbor Bay did not fully re-shingle the roof until January 22, 2025, more than three months after the family first reported the damage.

H. SEWAGE CAME UP THROUGH THE DRAINS

57. In December 2024, every shower and bathtub in the residence stopped draining properly. The toilet would not flush.

58. Sewage came up into the residence through the drains.

59. On December 4, 2024, a Harbor Bay technician attempted to correct the plumbing problems. The technician was unable to correct them.

60. Harbor Bay marked the December 4, 2024 work order "completed." A work order marked "completed" in the Harbor Bay system records that the reported condition has been resolved. The plumbing had not been resolved. The identity of the

Harbor Bay employee who marked the work order completed is known to Defendants.

61. Robert Scire asked Harbor Bay to move the family out of the residence during plumbing repairs. Harbor Bay at first declined. Robert Scire told Harbor Bay that none of the drains worked and that sewage was entering the home. Harbor Bay then moved the family out of the residence overnight while it conducted further repairs.

I. LEAKS, VISIBLE MOLD, AND CLOSED WORK ORDERS, JANUARY THROUGH APRIL 2025

62. On January 26, 2025, the family reported to Harbor Bay an active water leak and visible mold in a storage room of the residence.

63. Harbor Bay repaired the active leak that day. Harbor Bay did not address the mold. Harbor Bay did not address the water-damaged drywall.

64. Harbor Bay marked the January 26, 2025 work order complete while the mold and the water-damaged drywall remained in place.

65. On February 19, 2025, the family reported to Harbor Bay another active leak, in the master bathroom, accompanied by a mold-like odor. Harbor Bay repaired that leak on February 24, 2025.

66. On March 17, 2025, the family submitted another service request to Harbor Bay seeking installation of drywall or a new access panel around the exposed water meter and piping damaged by the January 26, 2025 leak.

67. On or about April 4, 2025, Harbor Bay applied Kilz and replaced part of the drywall in the storage room. That work did not fully remediate the conditions caused by the leak.

68. The water-damaged area reported on January 26, 2025 remained in place

for more than two months before that work was done.

J. CONTRACTORS WORKED INSIDE THE HOME WHILE THE FAMILY STAYED

69. Beginning on or about April 7, 2025, third-party contractors retained by Harbor Bay began work on areas of the residence damaged by water intrusion from Hurricane Milton.

70. The work affected R.S.'s bedroom, the downstairs hallway, the living room, and a bathroom.

71. Harbor Bay did not relocate the family during this work. The family remained inside the residence for about seven days while the work proceeded.

72. The contractors cordoned off the work areas with loose plastic sheeting. Robert Scire and Shelley Scire observed that the sheeting was loose and did not seal the work areas from the occupied areas of the residence.

K. ASSESSMENT, DISPLACEMENT, VERIFICATION, AND RETURN

73. In August 2025, after the hospitalization alleged in paragraph 138, an infectious-disease physician encouraged the family to have the residence evaluated for mold.

74. On August 28, 2025, Harbor Bay retained InDepth Environmental, Inc. ("IDE"), an environmental assessor, to conduct a moisture assessment of the residence.

75. IDE performed a visual inspection, moisture and relative-humidity measurements, temperature measurements, infrared imaging, and moisture-meter readings.

76. IDE documented suspected mold growth on the mechanical-room ceiling

near the HVAC supply plenum, suspected growth within the air handler and supply plenum, and elevated temperatures in Bedroom #3.

77. IDE did not identify the species of mold through laboratory sampling.

78. On September 15, 2025, the family was displaced from the residence for remediation.

79. On September 30, 2025, a post-remediation verification of the residence was performed under Harbor Bay's post-remediation process. The identity of the person who performed the verification is known to Defendants.

80. At the time of that verification, the HVAC system of the residence had reportedly been inoperable for more than a week. Interior temperatures had risen to about 96 degrees.

81. A post-remediation verification under Harbor Bay's process ordinarily includes mold testing. Harbor Bay did not conduct that mold testing on September 30, 2025.

82. Harbor Bay recorded the residence as passing its post-remediation process.

83. Between September 30, 2025 and October 15, 2025, a Harbor Bay representative communicated to Robert Scire that the residence had passed Harbor Bay's post-remediation process. The identity of that representative is known to Defendants.

84. The family returned to the residence on October 15, 2025.

85. About five days after the September 15, 2025 displacement, a neighbor told Robert Scire that a prior occupant of the residence had complained to Harbor Bay

about mold or suspected mold within the residence.

L. INDEPENDENT TESTING AND HARBOR BAY'S RESPONSE

86. On November 6, 2025, independent mold sampling was performed at the residence.

87. Samples from the HVAC supply plenum measured about 910,000 and 750,000 Penicillium/Aspergillus-type spores per cubic meter.

88. The sampling identified Chaetomium and Penicillium/Aspergillus-type fungal contamination on subflooring surfaces.

89. On information and belief, the contamination documented on November 6, 2025 was present in the HVAC system on October 15, 2025, when the family returned.

90. The family submitted a work order to Harbor Bay concerning the November 6, 2025 results. Robert Scire and Shelley Scire were concerned that Harbor Bay would retaliate against them if they pressed further.

91. On December 8, 2025, the roof leaked into the master-bathroom ceiling. Robert Scire submitted a service request that day.

92. On January 29, 2026, a Harbor Bay representative informed Robert Scire that the affected ceiling would be painted over. The identity of that representative is known to Defendants.

93. On February 2, 2026, Robert Scire submitted a service request seeking a post-remediation inspection based on the November 6, 2025 findings.

94. Harbor Bay maintenance employees identified as Ivan and Julio performed limited visual inspections of the residence. They did not conduct invasive

inspection of the ductwork, the HVAC intake areas, or the other concealed locations identified by the November 6, 2025 sampling. The full names of Ivan and Julio are known to Defendants.

95. On February 23, 2026, a Harbor Bay representative advised Robert Scire that "no moisture was found" and that everything was clean. The identity of that representative is known to Defendants.

96. The family remained in the residence after February 23, 2026.

M. WATER INTRUSION CONTINUED THROUGH AUGUST 2026

97. In late July 2026, another active leak developed in the same area of the master-bathroom ceiling.

98. Harbor Bay maintenance personnel placed clear plastic directly over the wet ceiling drywall. The roof or vent leak above the ceiling remained unrepaired.

99. The plastic trapped moisture against the ceiling. By early August 2026, Robert Scire observed dark, circular, scattered growth beneath or around the affected area.

100. Harbor Bay's work-order system showed the associated work order "on hold pending remediation."

101. On August 7, 2026, Harbor Bay technician Luis Figueroa arrived at the residence. Mr. Figueroa told Robert Scire that he had been told remediation was not necessary and that a contractor would instead perform the repair.

102. Mr. Figueroa took a moisture reading. The reading confirmed excessive moisture. Mr. Figueroa entered the attic and confirmed a visible leak associated with the bathroom exhaust vent extending through the roof.

103. On August 10, 2026, Harbor Bay acknowledged in writing that there had been miscommunication regarding the work orders. Harbor Bay advised that a remediation supervisor would conduct a more thorough inspection while separate vendors addressed the leak and the affected materials.

104. Harbor Bay remediation supervisor Daniel then inspected the residence. He acknowledged that the visible or suspected growth required remediation. He confirmed moisture and growth within the taped-off area. He advised that the roof or vent source had to be repaired before the ceiling could be addressed. Daniel's full name is known to Defendants.

105. By about August 19, 2026, Harbor Bay reported the master-bathroom ceiling work and the roof or vent work complete.

106. On August 23, 2026, the family returned from a weekend trip and found water on the master-bathroom toilet and floor. Rainwater was dripping through the bathroom ceiling exhaust fan. The dripping stopped when the rain outside subsided. Robert Scire reported the condition that day and submitted another work order.

107. The August 23, 2026 leak was at least the third reported episode of water intrusion in the same master-bathroom ceiling area.

108. On August 24, 2026, Harbor Bay technician David inspected the master-bathroom ceiling with a moisture meter. The meter detected moisture within the ceiling drywall near the exhaust fan. David's full name is known to Defendants.

109. Robert Scire separately notified Harbor Bay's remediation manager of the August 23, 2026 leak and requested that containment be arranged.

N. THE THREE COMMUNICATIONS ON WHICH THE FAMILY RELIED

110. Each communication alleged in this Section was made in the course of performing AMC's obligations under the lease and in the course of the property management of the residence alleged in Section D.

Episode 1: The lease and the undisclosed prior complaint

111. On information and belief, before September 16, 2024, AMC, through the lease delivered by Harbor Bay leasing personnel, stated that the residence was in safe, clean, and habitable condition and free of mold, mildew, and signs of water intrusion (paragraph 48).

112. When that statement was made, Harbor Bay had received a prior occupant's complaint of mold or suspected mold within the residence (paragraph 45). Neither the lease nor any Harbor Bay personnel disclosed that complaint to Robert Scire or Shelley Scire (paragraph 49).

113. On information and belief, the statement was false when made. A prior occupant had complained of mold or suspected mold in the residence, and visible mold and a mold-like odor appeared in two locations in the residence within five months of move-in (paragraphs 62 and 65).

114. Harbor Bay personnel knew of the prior occupant's complaint when the lease was delivered, because the complaint had been made to Harbor Bay.

115. Robert Scire read the lease as a statement by the Owner about the condition of the home. He signed the lease on that understanding. Shelley Scire moved into the residence with R.S. on the understanding that the home had no history of mold.

Through the lease, AMC obtained Robert Scire's BAH.

Episode 2: "Passed"

116. Between September 30, 2025 and October 15, 2025, a Harbor Bay representative communicated to Robert Scire that the residence had passed Harbor Bay's post-remediation process (paragraph 83).

117. The family had been displaced on September 15, 2025 for remediation after IDE documented suspected growth within the air handler and supply plenum. In that context, the communication that the residence had passed conveyed that the remediation had been completed and verified and that the residence was safe for the family to reoccupy.

118. The communication did not state that mold testing had not been performed during the verification. The communication did not state that the HVAC system had reportedly been inoperable during the verification.

119. Harbor Bay personnel knew that no mold testing had been performed, because Harbor Bay conducted the verification under its own process (paragraphs 79 through 82).

120. On information and belief, the HVAC system remained contaminated when the communication was made (paragraph 89).

121. Robert Scire understood the communication to mean that the residence had been remediated, tested, and found safe. The family returned to the residence on October 15, 2025 on that understanding. Through the family's return, AMC obtained continued occupancy and continued payment of BAH.

Episode 3: "No moisture was found" and "everything was clean"

122. On February 23, 2026, a Harbor Bay representative advised Robert Scire that "no moisture was found" and that everything was clean (paragraph 95).

123. Harbor Bay made those statements in response to Robert Scire's February 2, 2026 request for a post-remediation inspection based on the November 6, 2025 sampling (paragraph 93). Harbor Bay personnel therefore knew of the November 6, 2025 results when the statements were made.

124. The statement that "no moisture was found" concerned moisture. The statement that everything was clean concerned contamination. In response to a request for inspection based on laboratory findings of fungal contamination in the HVAC supply plenum and on subflooring, the statement that everything was clean conveyed that those locations had been inspected and were free of contamination.

125. The inspections that preceded the statements were visual only and did not reach the ductwork, the HVAC intake areas, or the other concealed locations identified by the November 6, 2025 sampling (paragraph 94). The communication did not state that the inspection had not reached those locations.

126. Harbor Bay personnel knew that the inspections by Ivan and Julio were visual only and had not reached those locations, because Harbor Bay assigned and performed the inspections.

127. Harbor Bay, not the family, had the authority and the responsibility to remediate the HVAC system and the concealed areas of the residence. Robert Scire understood the February 23, 2026 statements to mean that the party responsible for remediation had inspected the contaminated locations and determined that no

remediation was needed. The family remained in the residence after February 23, 2026 on that understanding. Through the family's continued occupancy, AMC obtained continued payment of BAH.

O. HARBOR BAY MANAGEMENT DECISIONS

128. The following decisions concerning the residence were made under the Harbor Bay name: the decision not to relocate the family during the April 2025 work (paragraph 71); the decision to record the residence as passing without mold testing (paragraphs 81 and 82); the January 29, 2026 proposal to paint over a leaking ceiling (paragraph 92); the decision to respond to the November 6, 2025 laboratory findings with visual inspection only (paragraph 94); and the instruction, reported by Mr. Figueroa, that remediation of the master-bathroom ceiling was not necessary (paragraph 101).

129. On information and belief, each decision identified in paragraph 128 was made or approved by Harbor Bay management personnel with authority over maintenance and remediation at MacDill, including the remediation manager and the remediation supervisor identified in paragraphs 104 and 109.

130. On information and belief, those management personnel were employed by MMS, by Michaels, or by both, and acted as managing agents of each Defendant on whose behalf they performed those functions.

P. EXPOSURE, PHYSICAL INJURIES, AND LOSSES

131. The HVAC supply plenum of the residence distributes air to the occupied rooms of the residence.

132. During the tenancy, Robert Scire, Shelley Scire, and R.S. each inhaled,

ingested, and came into physical contact with mold and mold spores within the residence, and each lived in elevated interior moisture and water intrusion.

Robert Scire

133. Before January 2025, Robert Scire experienced occasional episodes of bilateral numbness and tingling in his extremities. Beginning in about January 2025, those episodes increased in frequency, severity, and persistence without explanation.

134. In the same period, Robert Scire experienced fatigue, anxiety, irritability, headaches, vertigo, and other neurological complaints.

135. Robert Scire sought neurological evaluation on January 31, 2025. He underwent cardiovascular evaluation for diminished pulses on February 21, 2025. He returned for neurological evaluation in March 2025. He underwent an echocardiogram in April 2025.

136. By May 20, 2025, Robert Scire's physicians documented persistent fatigue, loud snoring, witnessed apneic episodes, and breathing concerns, and referred him for pulmonary evaluation. A pulmonologist evaluated him in July 2025.

137. On July 23, 2025, Robert Scire sought urgent treatment for severe ear pain and a perforated eardrum. On July 24, 2025, worsening facial and ear pain and fever required emergency-room treatment. He was diagnosed with a middle-ear infection associated with fluid buildup from his sinuses. He was then diagnosed with an outer-ear infection that persisted despite treatment.

138. On August 21, 2025, Robert Scire was hospitalized with a fever of about 103 degrees, sepsis, and shortness of breath. He remained hospitalized for about six days. At discharge on August 26, 2025, he had been diagnosed with mastoiditis and

autoimmune-related concerns, among other conditions.

139. CT imaging on October 21, 2025 revealed a right maxillary sinus retention cyst measuring about 2.2 centimeters.

140. After the family's return on October 15, 2025, Robert Scire continued to experience respiratory problems requiring an inhaler. In April 2026, the family traveled to Orlando for several days. During the trip, despite substantial physical activity, Robert Scire used his inhaler about once per day. At the residence, he used it about two to three times per day. Within about twenty-four hours of returning to the residence, his inhaler use returned to about two to three times per day.

141. Robert Scire's conditions have required evaluation by neurology, cardiology, pulmonology, infectious disease, and other specialties. His conditions have caused his referral into the Air Force Medical Evaluation Board process.

142. The Medical Evaluation Board referral has altered Robert Scire's career timeline and accelerated his retirement trajectory. Robert Scire has lost, and will continue to lose, active-duty earnings. His military pension will be reduced as a result. His future earning capacity is reduced.

Shelley Scire

143. During the tenancy, Shelley Scire experienced memory impairment, chronic sinus congestion, headaches, respiratory irritation, and fatigue. Those conditions continued after the family's return on October 15, 2025.

R.S.

144. During the tenancy, R.S. developed rashes and respiratory and airway problems. He was evaluated for breathing concerns in February 2025.

145. On April 3, 2025, R.S. received a medical referral for hypertrophy of the tonsils and adenoids and allergic rhinitis. He underwent a sleep study on April 27, 2025. He was evaluated by an ear, nose, and throat physician in May 2025 and was referred for an adenoidectomy.

146. R.S. experienced sleep-disordered breathing during the tenancy. Those conditions continued after the family's return on October 15, 2025.

Causation

147. Each Plaintiff's physical injuries alleged in this Section arose or worsened after the family moved into the residence and during the family's exposure to the conditions alleged in Sections G through M.

148. Robert Scire's respiratory symptoms decreased when he was away from the residence and returned within a day of his return (paragraph 140).

149. The physical injuries alleged in this Section were caused by each Plaintiff's inhalation, ingestion, and contact with mold, mold spores, and moisture conditions within the residence.

150. The physical injuries that each Plaintiff experienced after October 15, 2025, and after February 23, 2026, continued and worsened because the family returned to and remained in the residence during those periods.

151. Each Plaintiff requires continuing medical evaluation and treatment for the physical injuries alleged in this Section.

Losses

152. Robert Scire incurred and will incur medical expenses for his own treatment. Shelley Scire incurred and will incur medical expenses for her own

treatment. Robert Scire and Shelley Scire incurred and will incur medical expenses for the treatment of R.S.

153. Robert Scire lost and will lose earnings and earning capacity as alleged in paragraph 142.

154. Each Plaintiff suffered pain, physical impairment, loss of enjoyment of life, and emotional distress accompanying the physical injuries alleged in this Section.

155. Robert Scire paid full rent through BAH for months in which the residence was not habitable, including the displacement from September 15, 2025 through October 15, 2025, and the periods alleged in Sections G, H, I, L, and M.

156. The family lost the use of the residence during the displacement from September 15, 2025 through October 15, 2025, during the overnight displacement in December 2024, and during the April 2025 work.

157. Plaintiffs sustained damage to personal property within the residence.

158. Had Robert Scire and Shelley Scire known the prior occupant's mold complaint, the omission of mold testing from the verification, and the limits of the February 2026 inspection, they would not have moved into, returned to, or remained in the residence with R.S.

COUNT I — BREACH OF THE LEASE
(Robert Scire against AMC; Shelley Scire and R.S. as intended beneficiaries)

159. Plaintiffs incorporate Sections A, B, D, G, H, I, J, K, L, M, and P.

160. Robert Scire and AMC are parties to the lease for the residence. Robert Scire performed his obligations under the lease, including payment of rent through BAH.

161. The lease obligates AMC to maintain the residence and to repair leaks, moisture, mold, and other conditions during the tenancy (paragraph 33).

162. On information and belief, the lease identifies Shelley Scire and R.S. as occupants of the residence, and AMC undertook its maintenance and repair obligations for the direct benefit of the tenant and the identified occupants.

163. AMC breached the lease. AMC left the roof under a temporary covering from October 15, 2024 to January 22, 2025 (Section G). AMC closed the December 4, 2024 plumbing work order without correcting the plumbing (Section H). AMC left visible mold and water-damaged drywall in place from January 26, 2025 to about April 4, 2025 (Section I). AMC did not remediate the HVAC contamination documented on November 6, 2025 (Section L). AMC did not repair the master-bathroom roof or vent leak reported on December 8, 2025, in July 2026, and on August 23, 2026 (Sections L and M).

164. Each breach was material. Each breach left the residence unfit for habitation while the family lived in it.

165. As a direct and foreseeable result of those breaches, Robert Scire paid rent for a residence that was not habitable, the family lost the use of the residence during displacement and repairs, and Plaintiffs sustained damage to personal property (paragraphs 155 through 157).

166. As a further direct and foreseeable result of those breaches, Robert Scire, Shelley Scire, and R.S. inhaled, ingested, and came into contact with mold and moisture within the residence and sustained the physical injuries alleged in Section P.

COUNT II — NEGLIGENCE

(All Plaintiffs against AMC)

167. Plaintiffs incorporate Sections A, B, D, E, F, G, H, I, J, K, L, M, and P.

168. AMC leases the residence as a residential dwelling. AMC owed Robert Scire, Shelley Scire, and R.S. a duty to inspect the residence before the family took possession, to make the repairs necessary to deliver a reasonably safe dwelling, and, after notice of a dangerous condition, to exercise reasonable care to repair it.

169. AMC performed its maintenance and repair obligations through Harbor Bay personnel (paragraph 38). AMC is responsible for the acts and omissions of those personnel within the scope of that engagement.

170. AMC received notice of each dangerous condition at the residence through the family's reports alleged in Sections G, H, I, L, and M, through IDE's August 28, 2025 findings (Section K), and through the family's work order concerning the November 6, 2025 sampling (paragraph 90).

171. AMC breached its duty. AMC delivered the residence without disclosing the prior occupant's mold complaint or inspecting for the condition it described (Sections E and F). AMC left the roof under a temporary covering for more than three months (Section G). AMC closed the December 4, 2024 work order while sewage remained in the residence and the drains did not function (Section H). AMC closed the January 26, 2025 work order while mold and water-damaged drywall remained (Section I). AMC left the family inside the residence for about seven days while contractors worked behind unsealed plastic (Section J). AMC recorded the residence as passing post-remediation verification without mold testing and while the HVAC system was reportedly inoperable (Section K). AMC responded to laboratory findings of fungal

contamination in the HVAC system with visual inspection only and did not remediate the HVAC system (Section L). AMC placed plastic over wet drywall while the leak continued and reported the roof or vent repair complete while rainwater continued to enter (Section M).

172. Those breaches caused Robert Scire, Shelley Scire, and R.S. to inhale, ingest, and come into contact with mold, mold spores, sewage, and moisture within the residence. That exposure caused the physical injuries alleged in Section P.

173. Plaintiffs seek the damages alleged in paragraphs 151 through 157.

COUNT III — NEGLIGENCE
(All Plaintiffs against MMS)

174. Plaintiffs incorporate Sections A, B, D, E, G, H, I, J, K, L, M, and P.

175. MMS acted as property manager for the residence (paragraph 32). By that undertaking, MMS owed Robert Scire, Shelley Scire, and R.S. a duty to perform the management, maintenance, inspection, and remediation of the residence with reasonable care.

176. On information and belief, the Harbor Bay personnel identified in Sections G through M were employees or agents of MMS acting within the scope of their employment or agency (paragraph 37).

177. MMS, through those personnel, breached the duty of reasonable care. MMS left the roof under a temporary covering for more than three months (Section G). MMS closed the December 4, 2024 work order while the plumbing did not function (Section H). MMS closed the January 26, 2025 work order while mold and water-damaged drywall remained (Section I). MMS did not relocate the family during the

April 2025 work and permitted the work to proceed behind unsealed plastic (Section J). MMS recorded the residence as passing without the mold testing its own process ordinarily includes (Section K). MMS assigned Ivan and Julio to perform a visual inspection in response to laboratory findings of HVAC contamination and did not remediate the HVAC system (Section L). MMS placed plastic over wet drywall while the leak continued and reported the roof or vent repair complete while rainwater continued to enter (Section M). MMS did not follow Harbor Bay's written mold policies and procedures at the residence (paragraph 44).

178. Those breaches caused Robert Scire, Shelley Scire, and R.S. to inhale, ingest, and come into contact with mold, mold spores, sewage, and moisture within the residence. That exposure caused the physical injuries alleged in Section P.

179. Plaintiffs seek the damages alleged in paragraphs 151 through 157.

COUNT IV — NEGLIGENCE
(All Plaintiffs against Michaels)

180. Plaintiffs incorporate Sections A, B, D, E, G, H, I, J, K, L, M, and P.

181. On information and belief, Michaels conducts leasing, management, maintenance, and remediation of MacDill housing, including the residence, under the Harbor Bay name (paragraphs 35 and 36). By that undertaking, Michaels owed Robert Scire, Shelley Scire, and R.S. a duty to perform the management, maintenance, inspection, and remediation of the residence with reasonable care.

182. On information and belief, and in the alternative to paragraph 176 under Rule 8(d)(2), the Harbor Bay personnel identified in Sections G through M were employees or agents of Michaels acting within the scope of their employment or agency

(paragraph 37).

183. Michaels, through those personnel, breached the duty of reasonable care in each respect alleged in paragraph 177, which Plaintiffs restate as to Michaels: the three-month temporary roof covering (Section G); the closed December 4, 2024 and January 26, 2025 work orders (Sections H and I); the decision not to relocate the family during the April 2025 work (Section J); the verification recorded as passing without mold testing (Section K); the visual-only response to laboratory findings of HVAC contamination (Section L); the plastic over wet drywall and the completion report issued while rainwater continued to enter (Section M); and the failure to follow Harbor Bay's written mold policies (paragraph 44).

184. Those breaches caused Robert Scire, Shelley Scire, and R.S. to inhale, ingest, and come into contact with mold, mold spores, sewage, and moisture within the residence. That exposure caused the physical injuries alleged in Section P.

185. Plaintiffs seek the damages alleged in paragraphs 151 through 157.

COUNT V — GROSS NEGLIGENCE
(All Plaintiffs against AMC, MMS, and Michaels)

186. Plaintiffs incorporate Sections A, B, D, E, G, H, I, J, K, L, M, O, and P.

187. AMC owed the duty alleged in paragraph 168. MMS owed the duty alleged in paragraph 175. On information and belief, Michaels owed the duty alleged in paragraph 181.

188. Harbor Bay personnel knew of circumstances at the residence that presented a danger to the health of its occupants beyond ordinary peril. Harbor Bay received the prior occupant's mold complaint (paragraph 45). Harbor Bay received the

family's reports of sewage, visible mold, and a mold-like odor (Sections H and I). Harbor Bay retained IDE and received IDE's findings of suspected growth within the air handler and supply plenum (Section K). Harbor Bay received the family's work order concerning the November 6, 2025 spore counts (paragraph 90). Harbor Bay's own technicians confirmed moisture and growth in August 2026 (paragraphs 102 and 104).

189. With that knowledge, Harbor Bay personnel closed work orders while the reported conditions remained (paragraphs 60 and 64), recorded the residence as passing without mold testing (paragraphs 81 and 82), responded to laboratory findings of HVAC contamination with visual inspection only (paragraph 94), told Robert Scire that everything was clean (paragraph 95), proposed to paint over a leaking ceiling (paragraph 92), and placed plastic over wet drywall while the leak continued (paragraph 98).

190. That conduct is attributable to AMC because the personnel acted in performance of AMC's lease obligations (paragraph 38). That conduct is attributable to MMS as the employer or principal of those personnel (paragraph 176). On information and belief, that conduct is attributable to Michaels as the employer or principal of those personnel (paragraph 182).

191. That conduct showed a conscious disregard of, or indifference to, the health and safety of Robert Scire, Shelley Scire, and R.S.

192. On information and belief, the decisions identified in paragraph 128 were made or approved by Harbor Bay management personnel acting as managing agents of each Defendant on whose behalf they performed those functions (paragraphs 129 and 130).

193. That conduct caused the exposure and the physical injuries alleged in Section P.

194. Plaintiffs seek the damages alleged in paragraphs 151 through 157 and punitive damages.

COUNT VI — VIOLATION OF FLA. STAT. § 83.51
(All Plaintiffs against AMC)

195. Plaintiffs incorporate Sections A, B, D, G, H, I, K, L, M, and P.

196. AMC is the landlord of the residence. Robert Scire is a tenant of the residence. Shelley Scire and R.S. are entitled to occupy the residence under the lease.

197. Fla. Stat. § 83.51(1)(a) requires a landlord, at all times during the tenancy, to comply with the requirements of applicable building, housing, and health codes. Fla. Stat. § 83.51(1)(b) requires a landlord, where there are no applicable building, housing, or health codes, to maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. Fla. Stat. § 83.54 makes those duties enforceable by civil action.

198. Plaintiffs allege in the alternative under Rule 8(d)(2) that the residence is subject to applicable building, housing, or health codes within the meaning of § 83.51(1)(a), or, if no such code applies, that AMC owed the duty stated in § 83.51(1)(b).

199. AMC did not maintain the roof in good repair. Rainwater entered through the roof and ceilings in October 2024, December 2025, July 2026, and August 2026 (Sections G, L, and M).

200. AMC did not maintain the plumbing in reasonable working condition.

Every drain in the residence failed and sewage entered the residence in December 2024 (Section H).

201. AMC did not maintain the floors and other structural components in good repair. Water-damaged drywall remained in place from January 26, 2025 to about April 4, 2025 (Section I). Fungal contamination was present on subflooring surfaces on November 6, 2025 (Section L).

202. None of those conditions was created or caused by Robert Scire, Shelley Scire, R.S., or any person on the premises with their consent. Each condition arose from the roof, the plumbing, or the structure of the residence. The family reported each condition to Harbor Bay when it appeared.

203. AMC's failure to maintain the roof, the plumbing, and the structural components of the residence caused water intrusion, sewage intrusion, and moisture within the residence. Those conditions caused Robert Scire, Shelley Scire, and R.S. to inhale, ingest, and come into contact with mold, mold spores, sewage, and moisture. That exposure caused the physical injuries alleged in Section P.

204. Plaintiffs seek damages for the physical injuries alleged in Section P and the losses alleged in paragraphs 151 through 154 that resulted from those injuries.

COUNT VII — BREACH OF CONTRACT, THIRD-PARTY BENEFICIARY (OPERATING AGREEMENT AND GROUND LEASE) (All Plaintiffs against AMC)

205. Plaintiffs incorporate Sections A, B, C, D, G, H, I, K, L, M, and P.

206. The Operating Agreement was entered into by AMC East, LLC and the Air Force. On information and belief, AMC is bound by the Operating Agreement, and the

current version of the Operating Agreement under which AMC operates contains the language alleged in paragraphs 28 and 208.

207. The Ground Lease was entered into by AMC East, LLC and the Air Force in November 2007. On information and belief, AMC holds the lessee's interest under the Ground Lease and is bound by its obligations concerning the provision, management, and maintenance of housing at MacDill.

208. The Operating Agreement states that it is intended to further the goal of benefiting residents of MacDill military housing (paragraph 28). The Operating Agreement contains language establishing that residents of MacDill military housing are intended beneficiaries of the housing obligations in that agreement. On information and belief, the Ground Lease contains language stating that service members and their families residing at MacDill are intended beneficiaries of the housing obligations in that agreement. The text of each agreement is in Defendants' possession.

209. Robert Scire is a service member residing at MacDill. Shelley Scire and R.S. are members of his family residing with him. Each is a member of the class each agreement identifies as beneficiaries.

210. Each agreement obligates AMC to provide, manage, and maintain safe and habitable housing at MacDill.

211. AMC breached each agreement by failing to maintain the residence in the respects alleged in Sections G, H, I, K, L, and M.

212. Those breaches caused the losses alleged in paragraphs 155 through 157 and the exposure and physical injuries alleged in Section P.

213. Plaintiffs seek the damages alleged in paragraphs 151 through 157.

COUNT VIII — BREACH OF CONTRACT, THIRD-PARTY BENEFICIARY (PROPERTY MANAGEMENT AGREEMENT) (All Plaintiffs against MMS)

214. Plaintiffs incorporate Sections A, B, C, D, G, H, I, K, L, M, and P.

215. On information and belief, MMS is a party to a property management agreement under which MMS undertook the management and maintenance of housing at MacDill, including the residence. The identity of the other party or parties to that agreement is known to Defendants.

216. On information and belief, the property management agreement contains provisions stating that residents of MacDill housing are intended beneficiaries of the management and maintenance obligations MMS undertook in that agreement.

217. Robert Scire, Shelley Scire, and R.S. are residents of MacDill housing and members of that beneficiary class.

218. MMS breached the property management agreement by failing to manage and maintain the residence in the respects alleged in Sections G, H, I, K, L, and M.

219. Those breaches caused the losses alleged in paragraphs 155 through 157 and the exposure and physical injuries alleged in Section P.

220. Plaintiffs seek the damages alleged in paragraphs 151 through 157.

COUNT IX — UNJUST ENRICHMENT (IN THE ALTERNATIVE TO COUNT I) (Robert Scire against AMC)

221. Robert Scire incorporates Sections A, B, C, D, G, H, I, K, L, M, and P.

222. Robert Scire pleads this Count in the alternative to Count I under Rule 8(d)(2).

223. Robert Scire conferred a benefit on AMC. His BAH was paid to AMC each month of the tenancy in exchange for a habitable residence.

224. AMC knew of and accepted that benefit.

225. AMC retained the full BAH for months in which the residence was not habitable, including the displacement from September 15, 2025 through October 15, 2025, and the periods alleged in Sections G, H, I, L, and M, when sewage, mold, HVAC contamination, or active water intrusion was present. The value of the residence to Robert Scire during those periods was a fraction of the rent paid.

226. It would be inequitable for AMC to retain that benefit without paying its value.

227. Robert Scire seeks restitution of the difference between the BAH paid for the periods identified in paragraph 225 and the value of the residence during those periods, less any credit, abatement, or refund AMC provided.

COUNT X — NEGLIGENT MISREPRESENTATION (CONDITION OF THE RESIDENCE BEFORE OCCUPANCY)
(All Plaintiffs against AMC, MMS, and Michaels)

228. Plaintiffs incorporate Sections A, B, D, E, F, N (Episode 1), and P.

229. On information and belief, AMC, through the lease, represented that the residence was in safe, clean, and habitable condition and free of mold, mildew, and signs of water intrusion (paragraphs 48 and 111). On information and belief, Harbor Bay leasing personnel employed by MMS or Michaels delivered that representation to Robert Scire.

230. That representation concerned a material existing fact about the condition

of the residence.

231. On information and belief, the representation was false when made (paragraph 113).

232. Defendants made the representation without reasonable care to determine its truth. Harbor Bay had received a prior occupant's complaint of mold or suspected mold within the residence (paragraph 45). Harbor Bay personnel had access to that complaint (paragraph 50). A reasonable inquiry into the complaints concerning the residence would have disclosed it.

233. Defendants made the representation to induce Robert Scire to sign the lease and to induce the family to occupy the residence.

234. Robert Scire justifiably relied on the representation by signing the lease. Shelley Scire justifiably relied on the representation by moving into the residence with R.S. (paragraph 115). Neither would have done so had the prior complaint been disclosed (paragraph 51).

235. That reliance caused the exposure and the physical injuries alleged in Section P.

236. Plaintiffs seek the damages alleged in paragraphs 151 through 157.

COUNT XI — NEGLIGENT MISREPRESENTATION (REMEDIATION AND INSPECTION)
(All Plaintiffs against AMC, MMS, and Michaels)

237. Plaintiffs incorporate Sections A, B, D, K, L, N (Episodes 2 and 3), and P.

238. Between September 30, 2025 and October 15, 2025, a Harbor Bay representative communicated to Robert Scire that the residence had passed post-

remediation verification (paragraphs 116 and 117). On February 23, 2026, a Harbor Bay representative advised Robert Scire that everything was clean (paragraphs 122 and 124). Each representative acted in performance of AMC's lease obligations and, on information and belief, as an employee or agent of MMS or Michaels (paragraph 37).

239. Each statement concerned a material existing fact about the condition of the residence.

240. The statement that the residence had passed was false information in the context in which it was made. It conveyed that the remediation had been completed and verified. The verification omitted the mold testing that Harbor Bay's process ordinarily includes (paragraph 81). On information and belief, the HVAC system remained contaminated when the statement was made (paragraph 120).

241. The statement that everything was clean was false information in the context in which it was made. It conveyed that the locations identified by the November 6, 2025 sampling had been inspected and were free of contamination. Those locations had not been inspected (paragraph 125).

242. Harbor Bay personnel made each statement without reasonable care to determine its truth. Harbor Bay controlled the verification and the inspection. Harbor Bay made each statement without the testing or inspection that would have shown the condition of the residence.

243. Defendants made each statement to induce the family to return to the residence and to remain in it.

244. Robert Scire justifiably relied on each statement. The family returned on October 15, 2025 (paragraph 121). The family remained after February 23, 2026

(paragraph 127). Harbor Bay, not the family, had the authority and the responsibility to remediate the HVAC system and the concealed areas of the residence (paragraph 127).

245. That reliance prolonged the family's exposure after October 15, 2025 and after February 23, 2026, and caused the physical injuries alleged in Section P to continue and worsen during those periods (paragraphs 139, 140, 143, 146, and 150).

246. Plaintiffs seek the damages alleged in paragraphs 151 through 157 for the period after October 15, 2025.

COUNT XII — FRAUDULENT INDUCEMENT
(All Plaintiffs against AMC, MMS, and Michaels)

247. Plaintiffs incorporate Sections A, B, D, E, F, N (Episode 1), and P.

248. On information and belief, before September 16, 2024, AMC, through the lease delivered by Harbor Bay leasing personnel employed by MMS or Michaels, stated that the residence was safe, clean, habitable, and free of mold, mildew, and signs of water intrusion (paragraphs 48 and 111). The names of the Harbor Bay leasing personnel who handled the lease are known to Defendants.

249. That statement concerned a material fact. On information and belief, it was false (paragraph 113).

250. Harbor Bay personnel knew of the prior occupant's complaint of mold or suspected mold in the residence when the statement was made, because the complaint had been made to Harbor Bay (paragraph 114). On information and belief, the Harbor Bay leasing personnel who delivered the lease knew that the statement was false or made it with knowledge of the prior complaint and without regard to whether the statement was true.

251. Defendants made the statement intending that Robert Scire rely on it by signing the lease and that Shelley Scire rely on it by moving into the residence with R.S.

252. Robert Scire signed the lease in reliance on the statement. Shelley Scire moved into the residence with R.S. in reliance on the statement (paragraph 115). Through the lease, AMC obtained Robert Scire's BAH.

253. That reliance caused the exposure and the physical injuries alleged in Section P.

254. Plaintiffs seek the damages alleged in paragraphs 151 through 157 and punitive damages.

COUNT XIII — FRAUDULENT MISREPRESENTATION (REMEDIATION AND INSPECTION)
(All Plaintiffs against AMC, MMS, and Michaels)

255. Plaintiffs incorporate Sections A, B, D, K, L, N (Episodes 2 and 3), O, and P.

256. Between September 30, 2025 and October 15, 2025, a Harbor Bay representative, whose identity is known to Defendants, communicated to Robert Scire that the residence had passed post-remediation verification (paragraph 116). In context, the statement conveyed that the remediation had been completed and verified and that the residence was safe to reoccupy (paragraph 117). The verification omitted mold testing and was performed while the HVAC system had reportedly been inoperable (paragraphs 80 and 81). Harbor Bay personnel knew those facts because Harbor Bay conducted the verification under its own process (paragraph 119).

257. On February 23, 2026, a Harbor Bay representative, whose identity is

known to Defendants, told Robert Scire that everything was clean (paragraph 122). In context, the statement conveyed that the locations identified by the November 6, 2025 sampling had been inspected and were free of contamination (paragraph 124). Those locations had not been inspected (paragraph 125). Harbor Bay personnel knew that the inspections by Ivan and Julio were visual only and had not reached those locations, and knew of the November 6, 2025 results, because Robert Scire's February 2, 2026 request cited those results (paragraphs 123 and 126).

258. Each statement concerned a material fact about the condition of the residence.

259. Each representative acted in performance of AMC's lease obligations and, on information and belief, as an employee or agent of MMS or Michaels (paragraph 37).

260. Defendants made each statement intending that the family rely on it by returning to and remaining in the residence.

261. The family returned on October 15, 2025 in reliance on the first statement (paragraph 121). The family remained after February 23, 2026 in reliance on the second statement (paragraph 127). Through the family's continued occupancy, AMC obtained continued payment of BAH.

262. That reliance prolonged the family's exposure after October 15, 2025 and after February 23, 2026, and caused the physical injuries alleged in Section P to continue and worsen during those periods (paragraphs 139, 140, 143, 146, and 150).

263. On information and belief, the decisions to record the residence as passing without mold testing and to respond to the November 6, 2025 findings with visual inspection only were made or approved by Harbor Bay management personnel acting

as managing agents of each Defendant (paragraphs 128 through 130).

264. Plaintiffs seek the damages alleged in paragraphs 151 through 157 for the period after October 15, 2025, and punitive damages.

COUNT XIV — FRAUDULENT CONCEALMENT (CONDITION OF THE RESIDENCE BEFORE OCCUPANCY)
(All Plaintiffs against AMC, MMS, and Michaels)

265. Plaintiffs incorporate Sections A, B, D, E, F, N (Episode 1), and P.

266. Before September 16, 2024, Harbor Bay had received a prior occupant's complaint of mold or suspected mold within the residence (paragraph 45). That fact materially affected the safety and value of the residence. It was not observable to Robert Scire or Shelley Scire. It was not known to them (paragraph 49).

267. AMC, as lessor, and MMS and Michaels, as the operators of Harbor Bay through which the residence was leased, had a duty to disclose the prior complaint to the family before the lease was signed. The duty arose on two grounds. First, the fact was known to Harbor Bay and not accessible to the family (paragraph 50). Second, on information and belief, Defendants affirmatively stated through the lease that the residence was free of mold, mildew, and signs of water intrusion while withholding the complaint (paragraph 111). That statement was misleading without disclosure of the complaint.

268. Harbor Bay personnel knew of the prior complaint, because it had been made to Harbor Bay (paragraph 114).

269. Defendants did not disclose the prior complaint (paragraph 49). Defendants withheld it intending that Robert Scire sign the lease and that the family

occupy the residence without knowledge of it.

270. Robert Scire relied on the absence of any disclosed mold history by signing the lease. Shelley Scire relied on it by moving into the residence with R.S. Neither would have done so had the complaint been disclosed (paragraph 51).

271. That reliance caused the exposure and the physical injuries alleged in Section P.

272. Plaintiffs seek the damages alleged in paragraphs 151 through 157 and punitive damages.

COUNT XV — FRAUDULENT CONCEALMENT (REMEDIATION AND INSPECTION)
(All Plaintiffs against AMC, MMS, and Michaels)

273. Plaintiffs incorporate Sections A, B, D, K, L, N (Episodes 2 and 3), O, and P.

274. When a Harbor Bay representative communicated that the residence had passed post-remediation verification, Harbor Bay personnel knew, and the communication did not disclose, that mold testing had not been performed during the verification and that the HVAC system had reportedly been inoperable during the verification (paragraphs 118 and 119).

275. When a Harbor Bay representative told Robert Scire on February 23, 2026 that everything was clean, Harbor Bay personnel knew, and the communication did not disclose, that the inspection had not reached the ductwork, the HVAC intake areas, or the other concealed locations identified by the November 6, 2025 sampling (paragraphs 125 and 126).

276. Each omitted fact materially affected the safety of the residence. Each was within Harbor Bay's knowledge because Harbor Bay controlled the verification and the inspection. Each concerned concealed areas of the residence that Harbor Bay, not the family, had the authority and the responsibility to remediate (paragraph 127).

277. Defendants had a duty to disclose each omitted fact. The duty arose because Defendants made affirmative statements that the residence had passed and was clean (paragraphs 116 and 122), and those statements were misleading without the omitted facts.

278. Defendants withheld each fact intending that the family return to and remain in the residence.

279. Robert Scire understood each statement as made and without the omitted facts (paragraphs 121 and 127). The family returned on October 15, 2025 and remained after February 23, 2026 on that understanding. Had the omitted facts been disclosed, Robert Scire and Shelley Scire would not have returned to or remained in the residence with R.S. (paragraph 158).

280. That reliance prolonged the family's exposure after October 15, 2025 and after February 23, 2026, and caused the physical injuries alleged in Section P to continue and worsen during those periods (paragraphs 139, 140, 143, 146, and 150).

281. On information and belief, the decisions to record the residence as passing without mold testing and to respond to the November 6, 2025 findings with visual inspection only were made or approved by Harbor Bay management personnel acting as managing agents of each Defendant (paragraphs 128 through 130).

282. Plaintiffs seek the damages alleged in paragraphs 151 through 157 for the

period after October 15, 2025, and punitive damages.

PRAYER FOR RELIEF

Plaintiffs request that the Court enter judgment in their favor and against Defendants as follows:

A. Compensatory damages for Robert Scire, for Shelley Scire, and for R.S., each in an amount to be determined at trial, on each Count on which that Plaintiff prevails, without duplication of recovery for the same loss under more than one Count;

B. On Count IX, in the alternative to Count I, restitution to Robert Scire as alleged in paragraph 227, without duplication of recovery;

C. Punitive damages on Counts V, XII, XIII, XIV, and XV, in an amount to be determined at trial;

D. Pre-judgment and post-judgment interest, costs, and attorney's fees to the extent authorized by the lease or by statute; and

E. Such other relief as the Court deems just.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all issues so triable.

Signature block omitted.