Element Map and Affirmative-Defense Negation Map

PREPARED BY DOCKET ENTRY

ELEMENT MAP

Count I — Breach of the Lease (Robert Scire against AMC; Shelley Scire and R.S. as intended beneficiaries)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Valid contract between Robert Scire and AMC	160, 30	Beck v. Lazard Freres & Co., 175 F.3d 913, 1999 U.S. App. LEXIS 9039, 1999 WL 300894 (11th Cir. 1999)	AMC as "Owner" on the lease is pleaded on information and belief (¶ 29). Confirm from the executed lease.
Plaintiff's performance	160	Beck	Rent paid through BAH (¶ 26).
Term breached: maintenance and repair covenant	161, 33	Beck	¶¶ 33 and 161 rest on a lease. Confirm the covenant's wording and whether § 83.51 duties are modified in writing.
Breach	163	Beck	Five dated breaches, each tied to a factual section.
Materiality	164	Beck	Pleaded as leaving the residence unfit while occupied.
Damages	165–166, 152–157	Beck	Physical-injury damages on a contract theory are contestable. ¶ 166 pleads them as foreseeable; ¶ 165 carries the contract losses independently so the count survives if ¶ 166 is struck.
Beneficiary standing of Shelley Scire and R.S.	162, 30	Thompson v. Commercial Union Insurance Co. of New York, 250 So. 2d 259, 1971 Fla. LEXIS 3506 (Fla. 1971)	¶ 30 (occupants listed) is on information and belief. If occupants are not listed, strike Shelley and R.S. from the heading and ¶ 162.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Existence of the claim under 1950 law (enclave)	—	Eid, Doc. 55 at 6–7 (parallel count survived); Kirksey (damages for mental pain as of March 24, 1950)	Contract claims existed in 1950; no enclave exposure. Kirksey supports only the ¶ 154 damages proposition, not the elements.

Count II — Negligence (All Plaintiffs against AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Duty: inspect before possession; deliver a reasonably safe dwelling; repair dangerous conditions on notice	168	Mansur v. Eubanks, 401 So. 2d 1328 (Fla. 1981)	Mansur states the duty "unless defects are waived by the tenant" and that it "may be modified by agreement of the parties." See negation-map row on waiver.
Vicarious responsibility for Harbor Bay personnel	169, 38	Mansur (duty runs to the landlord)	¶ 38 (AMC engaged the property manager) is on information and belief.
Notice of each dangerous condition	170	Mansur ("upon notice of their existence by the tenant")	Notice pleaded through reports, IDE findings, and the November 6, 2025 work order.
Breach	171	Mansur	Eight dated breaches, each tied to a factual section.
Causation	172, 147–150	—	Away-from-residence symptom change (¶¶ 140, 148) and per-period worsening (¶ 150).
Injury	133–146	—	Per-plaintiff, dated, with treating specialties.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Damages	173	—	Cross-reference to ¶¶ 151–157.
1950-law backstop (if enclave law governs)	59–60, 63–64, 67, 98–105; 45, 49	Felshin v. Sir, 149 Fla. 218, 5 So. 2d 600, 1942 Fla. LEXIS 755, 5 So.2d 600 (Fla. 1942); Kimmons v. Crawford, 92 Fla. 652, 109 So. 585 (Fla. 1926)	Kimmons supplies liability for repairs negligently undertaken (distinguished from omission to perform a covenant to repair). Felshin supplies lessor liability for direct concealment of a known defect the lessee could not discover. Both sets of facts are pleaded.

Count III — Negligence (All Plaintiffs against MMS)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Undertaking and duty of reasonable care	175, 32	Clay Electric Cooperative, Inc. v. Johnson, 873 So. 2d 1182, 2003 WL 22966277 (Fla. 2003)	¶ 31 pleads that the lease names Michaels Management Services, Inc. as property manager and places its relationship to MMS in Defendants' knowledge. Eid n.3 records that the parties could not explain that relationship. If MMS was not the manager, the count fails as to MMS. Confirm from the executed lease.
MMS as employer or principal of Harbor Bay personnel	176, 37	Clay Electric (duty extends "to third parties")	On information and belief; alternative under Rule 8(d)(2).
Breach	177	Clay Electric	Eight breaches plus failure to follow written mold policies (¶ 44).
Causation	178, 147–150	—	
Injury	133–146	—	
Damages	179	—	

Count IV — Negligence (All Plaintiffs against Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Undertaking under the Harbor Bay name	181, 35–36	Clay Electric	¶ 35 (AMC's "common or trade name" statement in *Mullins*) is now on information and belief; Doc. 1 ¶ 6 pleaded it directly. Locate the *Mullins* docket entry and restore the direct allegation with a docket cite.
Michaels as alternative employer or principal	182, 37	Clay Electric	No Michaels-domain employee is yet tied to this residence. One email from Robert Scire's records would supply ¶ 36.
Breach	183	Clay Electric	Restated rather than cross-referenced to Count III.
Causation	184, 147–150	—	
Injury	133–146	—	
Damages	185	—	
Personal jurisdiction (threshold)	22–23, 10, 36	Fla. Stat. § 48.193(1)(a)1., 2.	Doc. 20 asserts Rule 12(b)(2) as to Michaels in one sentence without argument. General jurisdiction under § 48.193(2) was deliberately dropped.

Count V — Gross Negligence (All Plaintiffs against AMC, MMS, and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Duty	187	Mansur (AMC); Clay Electric (MMS, Michaels)	Cross-references ¶¶ 168, 175, 181.
Knowledge of circumstances presenting danger beyond ordinary peril	188	Carraway v. Revell, 116 So. 2d 16 (Fla. 1959)	Five knowledge routes, each dated.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Conscious disregard or indifference	189, 191	Carraway	Six acts, each pin-cited.
Attribution to each Defendant	190	—	AMC by lease performance (¶ 38); MMS and Michaels as employer or principal (¶¶ 176, 182).
Managing-agent conduct (punitive predicate)	192, 128–130	Fla. Stat. § 768.72(2)–(3)	¶¶ 129–130 are on information and belief. Identity of the management personnel who made the ¶ 128 decisions comes from discovery.
Causation	193	—	
Damages and punitive damages	194	Cohen v. Office Depot, Inc., 184 F.3d 1292, 44 Fed. R. Serv. 3d 757, 1999 U.S. App. LEXIS 19581, 1999 WL 622013 (11th Cir. 1999)	Florida treats gross negligence as a degree of negligence, not a freestanding tort. The count's function is the punitive predicate. Cohen was decided in diversity; no court has applied Cohen on an enclave claim. Posture note only.

Count VI — Violation of Fla. Stat. § 83.51 (All Plaintiffs against AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Landlord and tenant	196	Fla. Stat. § 83.43	§ 83.54 runs to a "tenant," which § 83.43 defines by entitlement to occupy. ¶ 196 pleads Shelley's and R.S.'s entitlement.
Duty under (1)(a) or (1)(b), pleaded in the alternative	197–198	Fla. Stat. § 83.51; Fla. Stat. § 83.54; Mullins Doc. 68 at 14, 20 n.21	Doc. 68 held no Tampa code governed MacDill at cession; ¶ 198 pleads (1)(b) in the alternative. § 83.51(1) permits written modification for a single-family home; whether the lease modifies the duty is unknown.
Breach: roof	199	§ 83.51(1)(b)	Four dated intrusions.
Breach: plumbing	200	§ 83.51(1)(b)	December 2024.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Breach: floors and structural components	201	§ 83.51(1)(b)	Water-damaged drywall; subflooring contamination.
Condition not caused by tenant or invitee	202	§ 83.51(4)	
Causation	203	—	
Damages, limited to physical injury and resulting losses	204	Doc. 68 at 20 n.21	Doc. 68 dismissed the parallel *Mullins* count without prejudice and allowed re-assertion only "to the extent" brought to recover on account of physical injury. ¶¶ 203–204 so limit the count. Only post-1950 enactment in the pleading.

Count VII — Third-Party Beneficiary: Operating Agreement and Ground Lease (All Plaintiffs against AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Existence of contracts; AMC bound	206–207, 24, 28	Thompson	AMC's succession to AMC East, LLC's obligations is on information and belief.
Intent to benefit, clearly expressed in the contract	208	Thompson; Bochese v. Town of Ponce Inlet, 405 F.3d 964, 2005 U.S. App. LEXIS 5614, 2005 WL 779314 (11th Cir. 2005)	The Operating Agreement sentence (¶ 28) is pleaded directly; the Ground Lease language is on information and belief. Obtain the Operating Agreement (likely in the *Mullins* record) and quote the beneficiary clause before filing.
Membership in the beneficiary class	209	Thompson	

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Obligation to provide, manage, and maintain safe housing	210	—	
Breach	211	—	Cross-references Sections G, H, I, K, L, M.
Damages	212–213	—	Doc. 68 at 18 held the parallel *Mullins* count stated a claim. Doc. 20 does not attack this count.

Count VIII — Third-Party Beneficiary: Property Management Agreement (All Plaintiffs against MMS)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Existence of contract; MMS as party	215	Thompson	On information and belief. Counterparty unknown.
Intent to benefit residents, expressed in the contract	216	Thompson; Bochese	On information and belief.
Membership in the beneficiary class	217	—	
Breach	218	—	
Damages	219–220	—	Lowest-confidence count. If the counterparty is Michaels Management Services, Inc. rather than MMS (¶ 31), the count fails as to MMS. Its function is to place the agreement within Rule 34.

Count IX — Unjust Enrichment, in the Alternative to Count I (Robert Scire against AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Benefit conferred	223	Resnick v. AvMed, Inc., 693 F.3d 1317 (11th Cir. 2012)	BAH paid monthly.
Knowledge and acceptance	224	Resnick	
Retention under inequitable circumstances	225–226	Resnick	Periods of non-habitability identified.
Alternative pleading	222	Fed. R. Civ. P. 8(d)(2)	
Measure of restitution	227	—	Net of any credit, abatement, or refund.
Express-contract bar	—	Global Network Management, Ltd. v. CenturyLink Latin American Solutions, LLC, 67 F.4th 1312 (11th Cir. 2023) (Defendants' authority, Doc. 20 at 16)	Doc. 20 states the lease's existence is "undisputed." Expect dismissal. Value: preserves restitution if the lease's maintenance covenant is held not to reach habitability. No enclave exposure.

Count X — Negligent Misrepresentation: Condition Before Occupancy (All Plaintiffs against AMC, MMS, and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Representation of material existing fact	229–230, 48, 111	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) (Restatement § 552)	**Lease-dependent.** If the "safe, clean, and habitable" language is a tenant move-in acknowledgment rather than an Owner statement, ¶¶ 229–231 fail. Strike Count X and rest the pre-occupancy theory on Count XIV.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Falsity	231, 113	Gilchrist	On information and belief; supported by the prior complaint and mold within five months.
Lack of reasonable care	232, 45, 50	Gilchrist	
Intent to induce	233	Gilchrist	
Justifiable reliance	234, 115, 51	Gilchrist	Shelley's reliance is on a statement delivered to Robert; ¶ 30 (occupants listed) supports her as within the group the statement was meant to reach.
Injury and damages	235–236	Gilchrist	
Rule 9(b) particulars	48, 111, 115	Lamm ex rel. Ira v. State Street Bank & Trust, 749 F.3d 938, 2014 U.S. App. LEXIS 6868, 2014 WL 1410172 (11th Cir. 2014) (Defendants' authority, Doc. 20 at 16)	Leasing personnel unnamed; names placed in Defendants' knowledge.
Enclave	—	Doc. 68 at 17; Wheeler v. Baars, 33 Fla. 696 (Fla. 1894)	Doc. 68 held misrepresentation claims not enclave-barred, citing Wheeler (15 So. 584).

Count XI — Negligent Misrepresentation: Remediation and Inspection (All Plaintiffs against AMC, MMS, and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Statements of material existing fact	238–239, 116–117, 122–124	Gilchrist	Channel, date, and speaker of the October 2025 "passed" communication must come from Robert Scire's records. ¶ 95 quotes "no moisture was found" and paraphrases "everything was clean"; confirm whether "clean" was the speaker's word.
Falsity in context	240–241	Gilchrist	"Passed" is literally true; falsity rests on the meaning conveyed (¶ 117).
Lack of reasonable care	242	Gilchrist	
Intent to induce	243	Gilchrist	
Justifiable reliance	244, 121, 127	Gilchrist	Reliance after the family's own November 6, 2025 results is the defense target. ¶ 127 answers it; comparative negligence under Gilchrist is a jury question.
Causation	245, 150	—	Per-period worsening.
Damages (post-October 15, 2025)	246	—	
Rule 9(b) particulars	83, 95, 116, 122	Lamm	Speaker identities placed in Defendants' knowledge.

Count XII — Fraudulent Inducement (All Plaintiffs against AMC, MMS, and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
False statement of material fact	248–249	Butler v. Yusem, 35 Fla. L. Weekly Supp. 493, 44 So. 3d 102, 2010 Fla. LEXIS 1508, 2010 WL 3488979 (Fla. 2010)	Lease-dependent as Count X.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Knowledge of falsity	250, 114	Butler	Corporate knowledge rests on Harbor Bay's receipt of the complaint (¶ 114). Scienter of the individual who delivered the lease is on information and belief.
Intent to induce	251	Butler	
Reliance and action	252	Butler ("Justifiable reliance is not a necessary element")	
Consequent injury	253	Butler	
Damages and punitive damages	254	Butler; § 768.72	
Rule 9(b) particulars	48, 111, 115	United States ex rel. Clausen v. Laboratory Corp. of America, Inc., 290 F.3d 1301, 52 Fed. R. Serv. 3d 793, 15 Fla. L. Weekly Fed. C 560, 2002 U.S. App. LEXIS 8899 (11th Cir. 2002)	"Who" is the open particular.
Enclave	—	Doc. 68 at 18	Fraud counts held not enclave-barred.

Count XIII — Fraudulent Misrepresentation: Remediation and Inspection (All Plaintiffs against AMC, MMS, and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
False statements and knowledge	256–257, 119, 126	Butler	"Passed" is literally true: Harbor Bay recorded a pass. The count rests on the meaning conveyed (¶ 117). Count XV carries the same facts as an omission without that exposure.
Materiality	258	Butler	

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Attribution	259	—	On information and belief as to MMS and Michaels.
Intent to induce	260	Butler	
Reliance and action	261	Butler	
Consequent injury	262	Butler	
Managing-agent conduct (punitive predicate)	263, 128–130	§ 768.72(3)	On information and belief.
Damages and punitive damages	264	—	
Rule 9(b) particulars	83, 95, 116, 122	Clausen	Same speaker gap as Count XI.

Count XIV — Fraudulent Concealment: Condition Before Occupancy (All Plaintiffs against AMC, MMS, and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Concealed fact materially affecting safety and value; not observable; not known	266	Johnson v. Davis, 480 So. 2d 625, 54 U.S.L.W. 2303 (Fla. 1985)	Johnson is a seller case; extension to a residential lessor is not settled by the Florida Supreme Court.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Duty to disclose, two grounds	267	Johnson (ground one); Felshin (1950 concealment rule); half-truth (ground two)	Ground two (affirmative statement misleading without the omitted fact) does not depend on Johnson. Both grounds pleaded. Strongest pre-occupancy count.
Knowledge	268	Butler	
Intent	269	Butler	
Reliance	270	Butler	
Injury	271	—	
Damages and punitive damages	272	§ 768.72	

Count XV — Fraudulent Concealment: Remediation and Inspection (All Plaintiffs against AMC, MMS, and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Omitted facts	274–275	Johnson	The omission (no mold testing, ¶ 81) is a pleaded fact rather than a contested meaning. Stronger than Count XIII on the same episode.
Materiality and knowledge	276	Johnson	
Duty to disclose (half-truth)	277	Johnson; Butler	
Intent	278	Butler	
Reliance	279, 158	Butler	
Injury	280	—	

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Managing-agent conduct (punitive predicate)	281, 128–130	§ 768.72(3)	
Damages and punitive damages	282	—	Same channel and speaker gap as Count XI.

COUNTS NOT PLEADED

COUNT	ELEMENT THAT FAILS ON THIS RECORD
Negligent infliction of emotional distress	None fails on the record. Consequence: the § 5001(b) "injury" question that Doc. 68 n.20 flagged as the textually weaker reading is not carried by this pleading and cannot be preserved from it.
Intentional infliction of emotional distress	Outrageousness. The facts pleaded are management and maintenance failures, not conduct beyond all bounds of decency. Doc. 68 at 13 also bars the claim unconditionally.
Medical monitoring	Absence of present physical injury. The claim exists for exposure without present injury; this pleading alleges present physical injury in ¶¶ 133–146. Doc. 68 at 16 holds the claim inapplicable where physical injury is alleged.
FDUTPA	Actual damages. [Fla. Stat. § 501.212(3)] excludes personal-injury claims, and the pleading's losses are personal-injury losses. Exclusion operates independently of the enclave.
Nuisance	Use of Defendants' property interfering with Plaintiffs' use. No fact pleads a condition on separate property of Defendants.
Negligence per se	Statute enacted to protect a particular class. Chapter 386 protects the public generally under deJesus v. Seaboard Coast Line Railroad, 281 So. 2d 198 (Fla. 1973). The facts are carried by Counts II–IV.
10 U.S.C. § 2891a(d)(2)	Withholding of a test result beyond the statutory period. No fact pleads that any test result was withheld beyond three days.

AFFIRMATIVE-DEFENSE NEGATION MAP

The pleading names none of these defenses and argues none of them. Strength is measured at Rule 12 against a court looking for a reason to dismiss.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Federal-enclave limitation (post-1950 claims)	All; VI principally (only post-1950 enactment)	The action is brought to recover on account of physical injury; each plaintiff's injuries are pleaded with dates, diagnoses, and treating specialties; causation is tied to exposure in the residence; emotional distress is pleaded only as accompanying physical injury; each count's injury paragraph ties the count to Section P	14, 16, 133–146, 147–150, 154; 166, 172, 178, 184, 193, 203–204, 212, 219, 235, 245, 253, 262, 271, 280	Strong. Doc. 68 at 12 n.15 and 20 n.21 state the "brought to recover on account of" condition; ¶ 16 meets it at the action level and each count ties to Section P. Doc. 68 holds Counts X–XV not barred.
Lack of personal jurisdiction over Michaels (Doc. 20, Rule 12(b)(2))	IV, V, X–XV	Florida registration; MacDill on Michaels's website; Michaels-domain employees communicating with MacDill residents; AMC's own "trade name" statement; acts at the residence	10, 22–23, 35–36, 181	Moderate. § 48.193(1)(a)1. and 2. facts pleaded; ¶ 35 is on information and belief. One Michaels-domain email about this residence would close the gap.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Shotgun pleading (Doc. 20 § IV.c)	All	Targeted incorporation by section in every count; negligence split into single-defendant counts; alternative employer pleaded under Rule 8(d)(2) with identity placed in Defendants' knowledge; per-plaintiff injuries and losses	159, 167, 174, 180, 186, 195, 205, 214, 221, 228, 237, 247, 255, 265, 273; 37; 133–146; 152–153	Strong. 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) categories one and four are the ones Doc. 20 invokes; neither survives the final structure.
Rule 9(b) particularity	X–XV	Who: named technicians and representatives whose identity is placed in Defendants' possession. What and when: quoted or dated statements. How misled: the meaning conveyed in context. What obtained: BAH; continued occupancy	48, 60, 79, 83, 92, 94–95, 101, 104, 108; 111, 116, 122; 115, 117, 121, 124, 127	Moderate. Clausen particulars are met except the October 2025 speaker and channel. Lamm applies 9(b) to negligent misrepresentation; Defendants cited it.
Tenant-caused condition (§ 83.51(4))	VI	Each condition originated in the roof, plumbing, HVAC, or structure; the family reported each on discovery	202; 54, 57–58, 62, 65, 76, 87–88, 91, 102, 106; 54, 62, 65–66, 90–91, 93, 106, 109	Strong.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Waiver or modification of the landlord's duty (Mansur; § 83.51(1))	I, II, VI	The lease obligates AMC to repair; the lease and handbook direct reporting, which the family did; § 83.51(1)(a) and (1)(b) pleaded in the alternative	33, 41–42, 198; reporting paragraphs above	Gap. Mansur's duty exists "unless defects are waived by the tenant" and "may be modified by agreement of the parties." The Mold Addendum (¶ 34) is the likeliest vehicle for a shifted duty. If the addendum assigns reporting or ventilation duties to the tenant, add the facts of compliance to Section D.
Act of God (Hurricane Milton)	I–VIII	The claims rest on the response, not the storm: temporary covering for more than three months; family kept inside during repairs; later leaks unconnected to the storm	55–56, 69–72, 91, 97, 106–108	Strong.
Independent contractor (IDE; April 2025 contractors)	II–V	IDE and the contractors are expressly excluded from the employee allegation; Harbor Bay retained them, made the relocation decision, and ran the verification under its own process	37, 69, 71, 74, 79, 81–82, 128	Strong.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Comparative fault; assumption of risk (remained after knowledge)	II–V, X, XI; damages on all counts	Humanitarian-assignment context; relocation requested; retaliation concern; containment requested; Harbor Bay's authority and responsibility over concealed areas; what the family would have done if told	46, 61, 90, 109, 117, 121, 127, 158	Not a Rule 12 ground. Fla. Stat. § 768.81; Gilchrist applies comparative negligence to negligent misrepresentation. Jury question.
Express contract bars restitution	IX	Pleaded in the alternative; benefit tied to identified periods of non-habitability; measure stated	222, 225, 227	Weak. Global Network is Defendants' authority and the lease is "undisputed." Expect dismissal; the count's value is preservation.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Economic-loss rule; independent-tort doctrine	X–XV	Inducement statements pre-date the contract; every tort count seeks physical-injury damages	111–115, 149–154	Strong. Tiara Condominium Ass'n v. Marsh & McLennan Companies, 38 Fla. L. Weekly Supp. 151, 110 So. 3d 399, 2013 Fla. LEXIS 343, 2013 WL 828003 (Fla. 2013) confines the rule to products liability; 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) treats fraud in the inducement as an independent tort.
Punitive-damages pleading bar (§ 768.72(1))	V, XII–XV	Corporate-conduct facts for § 768.72(3) pleaded by information and belief	128–130, 192, 263, 281	Moderate. Cohen holds the leave requirement inapplicable in federal court (diversity posture). The substantive § 768.72(2)–(3) standard is pleaded, not argued. Identity of the managing agents is a discovery item.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
No duty to disclose (arm's-length transaction)	XIV, XV	Fact known to Harbor Bay and inaccessible to the family; affirmative statements misleading without the omitted fact	50, 111–112, 267, 277	Strong on the half-truth ground; moderate on the Johnson ground (seller case; lessor extension unsettled). Both pleaded.
Non-signatory standing (Shelley; R.S.)	I, VI, VII, VIII	Occupants listed on the lease; entitlement to occupy; beneficiary class membership	30, 47, 162, 196, 209, 217	Lease-dependent. § 83.43 definition of "tenant" supports Count VI; Count I depends on the occupant listing (¶ 30, on information and belief).
Statute of limitations (§ 95.11)	All	Not pleaded, deliberately. Chronology: move-in September 16, 2024; first injury onset January 2025; original complaint September 15, 2026	—	Strong by chronology. Every injury date falls within two years of filing under Fla. Stat. § 95.11. Eid n.5 noted Defendants' unexplained reliance on a 2023 statute under a 1950-law theory. Do not plead accrual or tolling.
Preexisting condition; alternative causation (plausibility attack)	II–VI, XI, XIII, XV	Preexisting episodes pleaded and their worsening dated; symptom change away from the residence; per-period worsening	133, 140, 147–148, 150	Strong at Rule 12. Pleading the preexisting episodes forecloses the argument that they were concealed.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Judicial notice of enclave status (Doc. 20 § III)	All (jurisdictional)	Not contested; the cession is pleaded as the basis of federal-question jurisdiction	14	Not contested. Doc. 20's request to notice the *Mullins* and Eid rulings is a request to notice legal conclusions; it does not bear on the pleading.

AUTHORITIES RELIED ON (MAP ONLY; NONE APPEARS IN THE PLEADING)

AUTHORITY	PROPOSITION USED	POSTURE
Beck v. Lazard Freres & Co. (11th Cir. 1999)	Elements of breach of contract under Florida law (Count I).	Appeal from Rule 12(b)(6) dismissal on limitations grounds (§ 95.11(2)(b)); affirmed. Elements stated as background.
Mansur v. Eubanks (Fla. 1981)	Landlord's duty to inspect before possession, deliver a reasonably safe dwelling, and repair dangerous conditions on notice; duty subject to tenant waiver and modification by agreement (Count II; waiver row).	Conflict review; DCA affirmance of summary judgment for the landlord quashed; remanded. Favorable posture: the duty was recognized to reverse a judgment for the landlord.
Clay Electric Cooperative, Inc. v. Johnson (Fla. 2003)	Undertaker's doctrine: one who undertakes a service "assumes a duty to act carefully"; duty extends "to third parties" (Counts III–V).	Conflict review; summary judgment for the maintenance contractor reversed; duty held to exist.
Carraway v. Revell (Fla. 1959)	Gross negligence as a degree of negligence between simple negligence and willful and wanton conduct; in doubtful cases a jury question (Count V). Not quoted.	Certiorari on conflict and certified question of great public interest; after non-jury trial and judgment for defendant; quashed and remanded. Guest-statute context.

AUTHORITY	PROPOSITION USED	POSTURE
Thompson v. Commercial Union Insurance Co. of New York (Fla. 1971)	Third-party beneficiary: intent to benefit must be clear and expressed in the contract (Counts I, VII, VIII).	Certiorari on conflict; review of DCA affirmance of dismissal for failure to state a cause of action. Pleading-stage posture.
Bochese v. Town of Ponce Inlet (11th Cir. 2005)	Third-party beneficiary standing requires intended, not incidental, beneficiary status (Counts VII, VIII).	Appeal from summary judgment; vacated for lack of Article III standing. Summary-judgment posture; the beneficiary rule is applied to a jurisdictional question, not to pleading sufficiency.
Resnick v. AvMed, Inc. (11th Cir. 2012)	Elements of unjust enrichment under Florida law; sufficiency at the pleading stage (Count IX).	Appeal from Rule 12(b)(6) dismissal; reversed in part; the unjust-enrichment claim held sufficiently pleaded. Rule 12 posture.
Global Network Management, Ltd. v. CenturyLink Latin American Solutions, LLC (11th Cir. 2023)	An express contract on the same subject bars a claim for contract implied in law (Count IX; Defendants' authority, Doc. 20 at 16).	Appeal from Rule 12(b)(6) dismissal with prejudice; dismissal of the implied-in-law claim affirmed. Rule 12 posture, adverse.
Gilchrist Timber Co. v. ITT Rayonier, Inc. (Fla. 1997)	Negligent misrepresentation under Restatement (Second) of Torts § 552; comparative negligence under § 768.81 applies (Counts X, XI; comparative-fault row).	Certified question from the Eleventh Circuit after jury verdict for plaintiff and JNOV for defendant. Post-trial posture; the holding states the elements and the comparative-fault rule.

AUTHORITY	PROPOSITION USED	POSTURE
Butler v. Yusem (Fla. 2010)	Elements of fraudulent misrepresentation; "Justifiable reliance is not a necessary element of fraudulent misrepresentation" (Counts XII–XV).	Conflict review of a post-trial DCA decision (tipsy-coachman application); DCA quashed on the reliance question. Post-trial posture.
Johnson v. Davis (Fla. 1985)	Duty to disclose "facts materially affecting the value of the property which are not readily observable and are not known to the buyer"; rule "equally applicable to all forms of real property" (Counts XIV, XV).	Conflict review after bench trial and final judgment; DCA approved. Residential seller case; lessor extension not decided.
Wheeler v. Baars (Fla. 1894)	Elements of deceit; scienter provable by three phases of proof; principal liable for agent's deceit in the course of employment (Count X enclave row; Doc. 68 relies on it as 15 So. 584).	Appeal after jury verdict for plaintiff in an action for deceit; reversed for instruction error. Post-trial posture; the elements appear in the syllabus and opinion.
Felshin v. Sir (Fla. 1942)	Lessor liability for fraud, misrepresentation, or direct concealment of a known fact the lessee had no reasonable opportunity to discover; otherwise no implied warranty of condition (Counts II, XIV, 1950-law backstop).	Appeal after jury verdict for the landlord; affirmed. The concealment rule appears in a quotation from 32 Am. Jur. adopted by the court. Cite as the rule stated, not as a holding for the tenant.
Kimmons v. Crawford (Fla. 1926)	Landlord liable for injury caused by repairs negligently undertaken; distinguished from omission to perform a covenant to repair (Count II, 1950-law backstop).	Writ of error from judgment for the landlord on demurrer; reversed. Pleading-stage posture, favorable.
Kirksey v. Jernigan (Fla. 1950)	Florida law as of March 24, 1950 on recoverability of compensatory damages for mental pain and punitive damages in a tort action (¶ 154; enclave timing). Not a contract-elements authority.	Appeal from judgment on demurrer in a tort action. Decided five days before the March 29, 1950 cession. Confirm the intended proposition before citing.

AUTHORITY	PROPOSITION USED	POSTURE
deJesus v. Seaboard Coast Line Railroad (Fla. 1973)	A statute protecting the public generally supports evidence of negligence, not negligence per se (Counts Not Pleaded).	Certified question of great public interest and conflict review after jury trial; DCA reversed.
Tiara Condominium Ass'n v. Marsh & McLennan Companies (Fla. 2013)	Economic loss rule limited to products liability cases (economic-loss row).	Certified question from the Eleventh Circuit following summary judgment; answered in the negative.
HTP, Ltd. v. Lineas Aereas Costarricenses, S.A. (Fla. 1996)	Fraudulent inducement is an independent tort not barred by the economic loss rule (economic-loss row).	Review of DCA decision after jury finding of fraudulent inducement and judgment thereon; approved. Post-trial posture.
United States ex rel. Clausen v. Laboratory Corp. of America, Inc. (11th Cir. 2002)	Rule 9(b) particulars: who, what, when, where, how misled, what obtained (Counts XII–XV; 9(b) row).	Appeal from two Rule 9(b) dismissals; affirmed. Rule 12 posture, adverse to the pleader.
Lamm ex rel. Ira v. State Street Bank & Trust (11th Cir. 2014)	"Rule 9(b)'s heightened pleading standard applies to negligent misrepresentation claims" (Counts X, XI; Defendants' authority, Doc. 20 at 16).	Appeal from Rule 12(b)(6) dismissal; affirmed. Rule 12 posture, adverse to the pleader.
Weiland v. Palm Beach County Sheriff's Office (11th Cir. 2015)	Four categories of shotgun pleading (shotgun row).	Appeal from Rule 8(a)(2)/10(b) dismissal with prejudice; reversed in part. Rule 12 posture, favorable.

AUTHORITY	PROPOSITION USED	POSTURE
Cohen v. Office Depot, Inc. (11th Cir. 1999)	"[T]he pleading requirements of Florida Statutes § 768.72 are inapplicable in federal diversity cases" (Count V; punitive row).	Appeal from order striking punitive-damages request and dismissing for lack of diversity jurisdiction; reversed. Diversity posture; no court has applied Cohen on an enclave claim.
Parker Drilling Mgmt. Servs., Ltd. v. Newton (U.S. 2019)	Federal-enclave model: on transfer of jurisdiction, "only the [state] law in effect at the time of the transfer of jurisdiction continues in force" as surrogate federal law; later state law presumptively does not apply (¶ 14; enclave row).	Certiorari to resolve a Fifth–Ninth Circuit split on OCSLA choice of law. The enclave rule is stated as background to OCSLA interpretation, not as a holding on an enclave claim.
Mullins v. The Michaels Organization, LLC, No. 8:25-cv-02637, Doc. 68 (M.D. Fla. Aug. 21, 2026)	Post-cession statutory claims survive only "to the extent" brought to recover on account of physical injury; § 83.51 count dismissed without prejudice; misrepresentation and fraud counts not enclave-barred; third-party beneficiary count stated a claim; IIED and medical monitoring barred or inapplicable (Counts VI, VII, X–XV; enclave row; Counts Not Pleaded).	District court order on a motion to dismiss in a parallel action. Not a reported case; persuasive only; same district.
Eid, Doc. 55 (M.D. Fla.)	Parallel contract count survived dismissal (at 6–7); parties could not explain the Michaels Management Services, Inc./MMS relationship (n.3); Defendants' unexplained reliance on a 2023 statute (n.5) (Counts I, III; limitations row).	District court order on a motion to dismiss in a parallel action. Not a reported case; persuasive only.
Doc. 20 (this case)	Defendants' motion to dismiss: Rule 12(b)(2) as to Michaels; shotgun pleading; Rule 9(b) via Lamm; express-contract bar via Global Network; "undisputed" lease.	Pending adverse filing. Response due October 22, 2026 under M.D. Fla. L.R. 3.01(d); amendment as of course due October 29, 2026.
Fla. Stat. § 83.51	Landlord's maintenance duty under (1)(a) and (1)(b); written modification for single-family homes; tenant-caused exclusion under (4) (Count VI).	Statutory text. Post-1950 enactment; enclave-limited per Doc. 68.
Fla. Stat. § 83.54	Duties under § 83.51 enforceable by civil action (Count VI).	Statutory text.

AUTHORITY	PROPOSITION USED	POSTURE
Fla. Stat. § 83.43	"Tenant" defined by entitlement to occupy (Count VI; non-signatory row).	Statutory text.
Fla. Stat. § 768.72	Punitive damages: employer liability standard in (2)–(3); pleading-leave requirement in (1) (Counts V, XII–XV).	Statutory text; (1) held procedural and inapplicable in federal court by Cohen.
Fla. Stat. § 768.81	Comparative fault (comparative-fault row).	Statutory text.
Fla. Stat. § 95.11	Limitations periods (limitations row).	Statutory text. Not pleaded.
Fla. Stat. § 48.193	Long-arm jurisdiction, (1)(a)1., 2., 7. (¶¶ 20–23; Count IV).	Statutory text. Cited in the pleading.
28 U.S.C. § 5001(b)	Florida law governs the rights of the parties in an action for physical injury on a federal enclave (¶ 16).	Statutory text. Cited in the pleading.
28 U.S.C. § 1331; 28 U.S.C. § 1367; 28 U.S.C. § 1391; Fed. R. Civ. P. 15; Fed. R. Civ. P. 8; Fed. R. Civ. P. 5.2; Fed. R. Civ. P. 10	Jurisdiction, venue, amendment as of course, alternative pleading, minor's initials, form (¶¶ 9, 14–15, 19, 37, 198, 222; preamble).	Statutory and rule text. Cited in the pleading; confirmed.

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