Element Map and Affirmative-Defense Negation Map

PREPARED BY DOCKET ENTRY

Thomas v. The Michaels Organization, LLC, No. 8:26-cv-02658 (M.D. Fla.)

ELEMENT MAP

Count I — Breach of the Lease (Robert Thomas v. AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Valid contract	57–59, 145	Vega v. T-Mobile USA, Inc., 564 F.3d 1256, 28 I.E.R. Cas. (BNA) 1824, 47 Communications Reg. (P&F) 767, 2009 U.S. App. LEXIS 7682, 2009 WL 910411 (11th Cir. 2009)	Confirm from the Lease whether Amanda Thomas signed; if so, add her as a plaintiff on this Count. Confirm the signatory for AMC and the capacity in which the signatory signed.
Plaintiff's performance	66–67, 146	*Vega*	—
Material breach	63, 69–106, 147–149	*Vega*	¶ 147 states the maintenance obligation as the original complaint alleged it; insert the Lease provision numbers once the Lease is in hand. Confirm whether the condition statement in ¶ 61 is AMC's representation or a tenant acknowledgment; if the latter, delete the "deliver" clause of ¶ 147 and ¶ 148(a).
Damages	138–143, 150	*Vega*	Bodily-injury damages on a contract theory will draw a foreseeability objection; the same injury is pleaded under Counts II–VIII.

Count II — Fla. Stat. § 83.51 (all Plaintiffs v. AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Landlord status	12–13, 152	Fla. Stat. § 83.43(9) (landlord = owner or lessor)	—
Tenant status of each Plaintiff	60, 154	§ 83.43(17) ("any person entitled to occupy a dwelling unit under a rental agreement")	Confirm the Lease lists Amanda Thomas, A.T., and Z.T. as authorized occupants. If it does not, narrow the Count to Robert Thomas.
Duty under (6)(a) or (6)(b)	155, 160	Fla. Stat. § 83.51(1); quoted text verified	Pleaded in the alternative. The (6)(a) route depends on whether any building, housing, or health code applies on the enclave; the Tampa ordinances did not apply at cession (*Mullins* Doc. 68 at 15).
Noncompliance	156–159	§ 83.51(1)(b)	Interior drywall is pleaded as "walls"; the statute lists "exterior walls" and "other structural components." The plumbing and floor allegations carry this element.
No written modification (single-family or duplex)	—	§ 83.51(1) last sentence	**Not pleaded.** The record does not show the dwelling type or whether the Lease modifies the duty. Confirm both from the Lease; if a modification exists, this Count fails.
No tenant causation	161	§ 83.51(4)	Narrowed to Plaintiffs' own conduct. Confirm with the family.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Bodily injury (§ 5001(b) gateway)	39–41, 162–163	28 U.S.C. § 5001(b); *Mullins* Doc. 68 at 14, 20 n.21 (conditional bar; re-assert only "to recover on account of" physical injury)	1950 Florida law had no § 83.51. This Count exists only through § 5001(b). *Eid* Doc. 55 at 8 dismissed the same claim with prejudice where no physical injury was pleaded.
Remedy	164	Fla. Stat. § 83.55	Fees under Fla. Stat. § 83.48 are barred for "personal injury damages based on a breach of duty under s. 83.51"; the prayer does not cite § 83.48.

Count III — Negligence (all Plaintiffs v. AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Duty: inspect before possession; repair on notice	166–169	Mansur v. Eubanks, 401 So. 2d 1328 (Fla. 1981)	*Mansur* (1986) displaced the pre-1950 no-liability rule for residential lessors. Negligence as a cause of action predates cession; the *Mansur* duty standard reaches this case through § 5001(b).
Notice	111, 113, 116, 169	*Mansur*	¶ 113 pleads Harbor Bay as the Lease's reporting channel. Confirm the Lease designates where tenants report maintenance.
Breach	170	*Mansur*	—
Causation	128–129, 135, 171	*Mansur*	Onset dates and treatment records are not required to plead; add if available.
Damages	130–143, 172	—	—

Count IV — Negligence (all Plaintiffs v. MMS)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Duty from undertaking	15–16, 174–175	Clay Electric Cooperative, Inc. v. Johnson, 873 So. 2d 1182, 2003 WL 22966277 (Fla. 2003)	¶ 16 uses Defendants' own statement (Doc. 19 at 2) within its scope. The Lease names "Michaels Management Services, Inc., or its successor" as Property Manager; MMS Air Force, LLC's relationship to that entity is unresolved. Resolve from the Florida Division of Corporations before filing.
Attribution of personnel	30, 176	Fed. R. Civ. P. 8(d)(2)	Pleaded in the alternative with its factual basis (MMS = property manager).
Notice	111, 114, 177	*Clay Electric*	—
Breach	178	—	—
Causation; damages	179–180	—	—

Count V — Negligence (all Plaintiffs v. Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Duty from undertaking	20–22, 26–27, 182–184	*Clay Electric*	Rests on the trade-name allegation (¶¶ 26–27), which remains on information and belief. The *Mullins* RECAP search did not locate the statement. Obtain the docket entry and page; if it cannot be located, the Michaels counts rest on ¶¶ 20–22 alone.
Attribution of personnel	30, 182	Fed. R. Civ. P. 8(d)(2)	Kirby's and Tevin's employers are unknown; the alternative is pleaded with its basis.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Notice; breach; causation; damages	111, 115, 185–188	*Clay Electric*	—

Counts VI, VII, VIII — Gross Negligence (all Plaintiffs v. AMC, MMS, Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Duty	190, 198, 206	*Mansur*; *Clay Electric*	Cross-references to the negligence counts' duty paragraphs, not to the counts themselves.
Known danger beyond ordinary peril	52–54, 111, 191–192, 199–200, 207–208	Carraway v. Revell, 116 So. 2d 16 (Fla. 1959)	¶ 192's minor-children allegation is on information and belief; confirm from the Lease occupant list.
Conscious disregard	193–194, 201–202, 209–210	*Carraway*	—
Entity-level conduct for punitive damages	195, 203, 211	Fla. Stat. § 768.72(3)(c) (entity "engaged in conduct that constituted gross negligence and that contributed to the loss"); § 768.72(1)'s state pleading gate does not apply in federal court, 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)	The entity-level theory is the years-long course of conduct, not Kirby's title. No ratification or managerial-consent fact is pleaded because none is in the record.
Causation; damages	196, 204, 212	—	—

Count IX — Negligent Misrepresentation, Condition at Leasing (Robert and Amanda Thomas v. AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Misrepresentation of material fact	61–62, 214	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)	**Gap:** confirm the Lease provision is AMC's statement, not a tenant acknowledgment. If it is an acknowledgment, this Count fails. ¶ 62 remains on information and belief as originally pleaded.
Falsity when made	69–72, 215	*Gilchrist*	Pre-existence of the defect is pleaded on information and belief from timing. Pre-move-in work orders (¶ 119) would convert the inference to a fact.
Failure of reasonable care	216	*Gilchrist*; *Mansur* (duty to inspect before possession)	—
Intent to induce	217	*Gilchrist*	—
Justifiable reliance	120–121, 218	*Gilchrist*	—
Injury	130–131, 138–143, 219	Godelia v. Doe 1, 881 F.3d 1309 (11th Cir. 2018) (negligent misrepresentation causing personal injury, pleading stage)	*Gilchrist* adopts Restatement § 552, a pecuniary-loss formulation; *Godelia* supplies the personal-injury application. Claimants narrowed to the parents who relied; the children recover for the same exposure under Counts II–VIII.

Count X — Negligent Misrepresentation, Repairs (Robert and Amanda Thomas v. MMS and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Misrepresentation	91–94, 221	*Gilchrist*	Who, what, when, where, and the meaning conveyed are each pleaded.
Falsity	97, 222	*Gilchrist*	—
Failure of reasonable care	95, 223	*Gilchrist*	—
Made for the guidance of the recipient	224	*Gilchrist* (§ 552 scope)	—
Attribution	30, 225	Fed. R. Civ. P. 8(d)(2)	Same alternative basis as Counts IV–V.
Justifiable reliance	122–123, 226	*Gilchrist*	¶ 123 is a counterfactual; confirm with Amanda Thomas.
Injury	130–131, 227	*Godelia*	—

Count XI — Fraudulent Misrepresentation, Repairs (Robert and Amanda Thomas v. MMS and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
False statement of material fact	229–230	Butler v. Yusem, 35 Fla. L. Weekly Supp. 493, 44 So. 3d 102, 2010 Fla. LEXIS 1508, 2010 WL 3488979 (Fla. 2010)	—

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Knowledge of falsity	117–118, 231	*Butler*; Fed. R. Civ. P. 9(b) (knowledge may be alleged generally); Otto Candies, LLC v. Citigroup Inc., 137 F.4th 1158 (11th Cir. 2025) (no securities-fraud scienter standard for Florida common-law fraud)	Knowledge rests on title, in-person inspection, location in the water-intrusion zone, and the Clorox treatment. The Clorox fact is the juxtaposition that does the work.
Intent to induce	232	*Butler*	—
Actual reliance	122, 234	*Butler* (actual reliance; justifiability not required for fraud)	—
Injury	235	—	—
Rule 9(b) particulars	91–96, 229–232	*Otto Candies*	Complete for the Kirby statement. No other speaker is pleaded.

Count XII — Fraudulent Concealment, Repairs (Robert and Amanda Thomas v. MMS and Michaels)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Knowledge of undisclosed material facts	117–118, 237	*Butler*	—
Duty to disclose	238	*Otto Candies* (one who undertakes to speak must tell the whole truth)	Johnson v. Davis, 480 So. 2d 625, 54 U.S.L.W. 2303 (Fla. 1985) is **not** relied on; it concerns sellers of residential real property. The duty pleaded is the partial-disclosure duty.

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Concealment act	239–240	*Otto Candies*	The HVAC painting and post-Milton painting are not pleaded as concealment; attribution and knowledge are unsupported on this record.
Intent	241	*Butler*	—
Reliance	122, 125, 243	*Butler*	—
Injury	244	—	—

Count XIII — Third-Party Beneficiary, Operating Agreement (all Plaintiffs v. AMC)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Existence of contract	49, 246	Mendez v. Hampton Court Nursing Center, LLC, 41 Fla. L. Weekly Supp. 394, 203 So. 3d 146, 2016 Fla. LEXIS 2074 (Fla. 2016)	**Gap:** the operative version and the beneficiary provision's text are not in the record. ¶¶ 247–248 track the original complaint's ¶¶ 21 and 91. Attach or quote the provision before filing.
Intent to primarily and directly benefit the class	247–249, 251	*Mendez*	*Mullins* Doc. 68 at 18 found the parallel count stated a claim; that ruling does not supply the Thomas allegations.
Breach	250, 252	*Mendez*	Confirm the maintenance obligation is AMC's under the Operating Agreement rather than under a separate property-management agreement.
Damages	253	*Mendez*	—

Jurisdiction and governing law (Section II)

ELEMENT	PARAGRAPHS	AUTHORITY	GAP OR NOTE
Federal enclave → federal question	33–38	Mater v. Holley, 200 F.2d 123, 1952 U.S. App. LEXIS 2250 (5th Cir. 1952); Doc. 18-1 (Deed of Cession)	¶ 35 confines the cession allegation to the land that includes the Residence. Alternative diversity jurisdiction is deleted: LLC-member citizenship, Rolling Greens MHP, L.P. v. Comcast SCH Holdings L.L.C., 374 F.3d 1020, 2004 U.S. App. LEXIS 12394, 2004 WL 1390083 (11th Cir. 2004), is not in the record.
1950 law as surrogate federal law; § 5001(b) exception	39–41	Parker Drilling Mgmt. Servs., Ltd. v. Newton, 139 S. Ct. 1881, 204 L. Ed. 2d 165, 587 U.S. 601, 2019 U.S. LEXIS 4029 (2024); § 5001(b); *Mullins* Doc. 68 at 10–12	¶ 41 states the gateway fact; it does not argue it.
Specific personal jurisdiction	44–47	Fla. Stat. § 48.193(1)(a)1., 2., 3., 7. (subsection text verified)	General jurisdiction over Michaels is deleted: registration and a website do not make a foreign LLC "at home," Waite v. All Acquisition Corp., 901 F.3d 1307 (11th Cir. 2018). ¶ 46's specific-jurisdiction basis for Michaels rests on the trade-name allegation and ¶ 21.

Structure. Each Count incorporates named Sections only; no Count incorporates another Count; no "all preceding paragraphs." Each Count names its plaintiffs and its defendant. That structure is not the defect described in 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). Paragraphs 6–258 are consecutive.

COUNTS NOT PLEADED

COUNT	ELEMENT THAT FAILS ON THIS RECORD
Negligence per se (Tampa Code §§ 19-231, 19-232; Fla. Stat. ch. 386)	Predicate text and current geographic application are unverified in any source available; the ordinances did not govern the land at cession (*Mullins* Doc. 68 at 15); and a municipal housing ordinance supplies evidence of negligence rather than negligence per se under deJesus v. Seaboard Coast Line Railroad, 281 So. 2d 198 (Fla. 1973) and Winemiller v. Feddish, 568 So. 2d 483, 1990 Fla. App. LEXIS 7793, 1990 WL 149752 (Fla. Dist. Ct. App. 1990). The supported conduct is pleaded in Counts III–V.
Fraudulent inducement (AMC, at leasing)	Knowledge of falsity when the Lease statement was made. The record contains no fact about what AMC knew of this Residence before August 2, 2021. Count IX pleads the same statement on a reasonable-care theory.
Fraudulent concealment, condition of the Residence (AMC, at leasing)	Knowledge of the concealed condition. Same gap.
Negligent misrepresentation and fraud based on "completion" statements after master-bathroom and post-Milton repairs	Identity of the speaker, the words, the date, and the medium. The work-order "complete" entry is pleaded as conduct (¶ 74); the family knew the faucet was unrepaired (¶ 76), so no reliance is available on it.
Fraudulent concealment based on the painted-over HVAC system	Attribution of the painting to any Defendant's personnel and knowledge at the time of painting. The condition is pleaded as observed (¶ 99).

COUNT	ELEMENT THAT FAILS ON THIS RECORD
Third-party beneficiary — Ground Lease; property-management agreements (MMS, Michaels)	Identity of the contract, the promisor, and the operative provision. Each was pleaded on information and belief in the original without a document.
Unjust enrichment (AMC, in the alternative)	A good-faith dispute over the enforceability of the Lease. None exists on this record; Defendants' inconsistent description of the signatory does not create one. An express contract on the same subject bars the implied-in-law theory, Global Network Management, Ltd. v. CenturyLink Latin American Solutions, LLC, 67 F.4th 1312 (11th Cir. 2023). Rent-related relief is pleaded under Count I.
Negligent infliction of emotional distress; intentional infliction of emotional distress; FDUTPA (two counts); medical monitoring	Each is barred unconditionally under *Mullins* Doc. 68 at 12–13, 16–17 because none is brought to recover on account of physical injury. Distress accompanying bodily injury is recoverable under Counts III–VIII; Kirksey v. Jernigan, 1950 Fla. LEXIS 1339, 45 So. 2d 188, 17 A.L.R. 2d 766 (Fla. 1950) barred only mental anguish "unconnected with physical injury." Diagnostic testing for injured Plaintiffs is pleaded as future medical expense (¶¶ 136, 254). Omission in this case does not preserve the § 5001(b) "injury" question that *Mullins* Doc. 68 n.20 flags; that is a deliberate choice for counsel.
Negligent hiring, training, supervision; unlicensed-worker theories	Facts showing any worker lacked a legally required license or that any Defendant knew of a worker's unfitness. None in the record.
Nuisance	A "use of property" attributable to Defendants rather than a failure to maintain (*Mullins* Doc. 68 at 18–19).

AFFIRMATIVE-DEFENSE NEGATION MAP

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Federal enclave bar (1950 Florida law governs)	II, IX–XII as to standard; all as to § 5001(b)	Each Plaintiff's bodily injury; each Count brought on account of it; Residence in Florida; cession limited to the land including the Residence	35–41, 128–137, 163	Strong on the gateway fact. Count II still depends on the Court applying *Mullins* Doc. 68's conditional-bar reading rather than *Eid* Doc. 55's with-prejudice dismissal.
No physical injury pleaded (the *Mullins* Doc. 52 n.7 defect)	All	Four Plaintiffs, four symptom sets, each tied to exposure to mold within the Residence; distress pleaded as accompanying bodily injury, not as its source	128–137	Strong. The pleading never describes distress "manifesting" as physical injury.
Tenant-caused condition, § 83.51(4)	II	No negligent or wrongful act of any Plaintiff caused the conditions; family reported each condition when discovered	73, 78, 91, 105, 161	Moderate; confirm with the family.
Written modification of § 83.51 duties	II	Not pleaded; record silent	—	Open. Check the Lease.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Continued occupancy / assumption of risk / waiver (Doc. 18 at 2)	III–XII	Every condition reported when discovered; repeated demands; refusal of the cosmetic HVAC fix; three-week displacement; extent of contamination unknown until January 21, 2026	73, 78, 86, 91, 101, 103, 105, 122–126	Strong.
Comparative negligence	III–VIII	Handbook instruction to report; family's reporting; no Plaintiff caused the conditions	53, 73, 78, 91, 105, 161	Moderate.
No duty; independent contractor; wrong defendant	III–VIII, X–XII	AMC's lease obligations; Harbor Bay as the Lease's reporting channel; MMS as property manager and operator (Defendants' own statement); Harbor Bay as Michaels's trade name (on information and belief); Rule 8(d)(2) alternatives with their factual bases	12–16, 22–31, 113–116, 149, 176, 182	Moderate for AMC and MMS; weaker for Michaels until the *Mullins* statement is located.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Lack of personal jurisdiction over Michaels (Doc. 18 at 1)	V, VIII, X–XII	Florida registration; Michaels-identified employees working with MacDill residents on maintenance; Harbor Bay personnel as Michaels employees or agents (on information and belief); torts at the Residence	17, 20–22, 27, 46	Moderate. Doc. 18 asserted the defense in one sentence without a declaration. A jurisdictional declaration from Michaels would require a response; discovery on the Harbor Bay relationship would then be in order.
Rule 9(b) particularity	XI, XII	Speaker, date, place, words, meaning conveyed, falsity, basis for knowledge, what the speaker sought	91–97, 117–118, 229–232, 237–241	Strong for the Kirby incident. No other fraud theory is pleaded.
Economic loss rule	IX–XII	Count IX concerns inducement to contract, pleaded as a separate transaction; Counts X–XII run against non-parties to the Lease; bodily injury pleaded on each	214–219, 225, 233, 242	Moderate.
Express contract bars quasi-contract	—	Unjust enrichment not pleaded	—	Mooted.

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
Statute of limitations	All	Not pleaded, by design. Dates appear as chronology only.	—	Open. Counsel should fix the accrual position per claim before the next Rule 12 opposition: the May 2025 HVAC discovery, the September 2025 fixture mold, and the January 2026 inspection are the latest-in-time conduct and injury facts; Davis v. Monahan, 832 So. 2d 708, 2002 WL 31477296 (Fla. 2002) confines delayed discovery to the listed categories, and which limitations statute applies on the enclave is itself

ANTICIPATED DEFENSE	COUNTS	FACTS PLEADED AGAINST IT	PARAGRAPHS	STRENGTH
				unresolved (*Eid* Doc. 55 at 9 n.5).
Shotgun pleading (Doc. 18 § c)	All	Targeted incorporation by Section; each Count names its plaintiffs and defendant; no Count incorporates another Count	144, 151, 165, 173, 181, 189, 197, 205, 213, 220, 228, 236, 245	Strong.
§ 768.72 pleading gate for punitive damages	VI–VIII, XI, XII	Entity-level course of conduct pleaded; federal pleading governs	195, 203, 211	Moderate on the merits of (8)(c); procedural gate inapplicable under *Cohen*.

AUTHORITIES RELIED ON

AUTHORITY	PROPOSITION USED	POSTURE
28 U.S.C. § 5001(b)	In an action "brought to recover on account of an injury sustained in" a federal enclave, state law governs the parties' rights	Statute; text verified and quoted in ¶ 40
28 U.S.C. § 1331	Federal-question jurisdiction	Statute
28 U.S.C. § 1391(b)(2)	Venue where a substantial part of the events occurred	Statute
Mater v. Holley, 200 F.2d 123, 1952 U.S. App. LEXIS 2250 (5th Cir. 1952)	A tort claim arising on a federal enclave arises under federal law for § 1331 purposes	Appeal from dismissal for want of jurisdiction; binding in the Eleventh Circuit as pre-1981 Fifth Circuit precedent

AUTHORITY	PROPOSITION USED	POSTURE
Parker Drilling Mgmt. Servs., Ltd. v. Newton, 139 S. Ct. 1881, 204 L. Ed. 2d 165, 587 U.S. 601, 2019 U.S. LEXIS 4029 (2024)	Only state law in effect at the time of transfer continues in force on an enclave as surrogate federal law	Merits; OCSLA context
Fla. Stat. § 48.193(1)(a)1., 2., 3., 7.	Specific jurisdiction from business, tort, real-property, and contract-breach acts in Florida	Statute; subsection text verified
Waite v. All Acquisition Corp., 901 F.3d 1307 (11th Cir. 2018)	Registration to do business in Florida does not confer general jurisdiction	Rule 12(b)(2) dismissal affirmed; used to delete the general-jurisdiction allegation
Rolling Greens MHP, L.P. v. Comcast SCH Holdings L.L.C., 374 F.3d 1020, 2004 U.S. App. LEXIS 12394, 2004 WL 1390083 (11th Cir. 2004)	An LLC's citizenship is that of each member	Appeal; jurisdictional inquiry; used to delete the diversity allegation

AUTHORITY	PROPOSITION USED	POSTURE
Vega v. T-Mobile USA, Inc., 564 F.3d 1256, 28 I.E.R. Cas. (BNA) 1824, 47 Communications Reg. (P&F) 767, 2009 U.S. App. LEXIS 7682, 2009 WL 910411 (11th Cir. 2009)	Florida breach-of-contract elements: valid contract, material breach, damages	Appeal from class-certification and judgment; elements statement
Fla. Stat. § 83.43(9), (22)	"Landlord" = owner or lessor; "tenant" = any person entitled to occupy under a rental agreement	Statute; text verified
Fla. Stat. § 83.51(1), (9)	Landlord's maintenance duty; written-modification clause for single-family or duplex; tenant-causation exclusion	Statute; text verified and quoted in ¶ 155
Fla. Stat. § 83.55	Right of action for damages from landlord noncompliance	Statute
Fla. Stat. § 83.48	Fees unavailable "in a claim for personal injury damages based on a breach of duty under s. 83.51"	Statute; text verified; governs the prayer's omission
Mansur v. Eubanks, 401 So. 2d 1328 (Fla. 1981)	Residential lessor must inspect before possession and deliver reasonably safe premises; continuing duty to repair on notice	Review of summary judgment for lessor; reversed

AUTHORITY	PROPOSITION USED	POSTURE
Clay Electric Cooperative, Inc. v. Johnson, 873 So. 2d 1182, 2003 WL 22966277 (Fla. 2003)	One who undertakes to render services owes a duty of reasonable care in performing the undertaking	Review of summary judgment; undertaker's-duty doctrine
Carraway v. Revell, 116 So. 2d 16 (Fla. 1959)	Gross negligence: a known imminent or clear and present danger beyond ordinary peril, and conduct showing conscious disregard	Certified question; definition of gross negligence
Fla. Stat. § 768.72(3)	Entity liability for punitive damages requires active participation, managerial ratification, or the entity's own gross negligence contributing to the loss	Statute; subsection text verified
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)	§ 768.72(1)'s pleading requirement conflicts with Rule 8(a)(3) and does not apply in federal court	Appeal; Erie analysis
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)	Negligent misrepresentation under Restatement § 552; recipient's justifiable reliance	Certified question from the Eleventh Circuit; commercial land sale

AUTHORITY	PROPOSITION USED	POSTURE
Godelia v. Doe 1, 881 F.3d 1309 (11th Cir. 2018)	Negligent misrepresentation causing personal injury adequately pleaded under Florida law	Rule 12(b)(6) dismissal reversed in part
Butler v. Yusem, 35 Fla. L. Weekly Supp. 493, 44 So. 3d 102, 2010 Fla. LEXIS 1508, 2010 WL 3488979 (Fla. 2010)	Fraud elements; actual reliance suffices for fraudulent misrepresentation, justifiable reliance is not an element	Certified conflict; post-trial
Otto Candies, LLC v. Citigroup Inc., 137 F.4th 1158 (11th Cir. 2025)	Florida common-law fraud does not borrow the securities-fraud scienter standard; a party who undertakes to disclose must disclose the whole truth	Appeal from Rule 12(b)(6) dismissal; reversed in part
Johnson v. Davis, 480 So. 2d 625, 54 U.S.L.W. 2303 (Fla. 1985)	Seller of residential property must disclose known latent defects	Not relied on; noted to explain why Count XII pleads a partial-disclosure duty instead
Mendez v. Hampton Court Nursing Center, LLC, 41 Fla. L. Weekly Supp. 394, 203 So. 3d 146, 2016 Fla. LEXIS 2074 (Fla. 2016)	Third-party beneficiary requires a contract whose parties intended to primarily and directly benefit the third party	Certified conflict; arbitration context

AUTHORITY	PROPOSITION USED	POSTURE
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)	The four categories of shotgun pleading	Appeal from dismissal; used to audit structure
deJesus v. Seaboard Coast Line Railroad, 281 So. 2d 198 (Fla. 1973)	Violation of a statute not designed to protect a particular class from a particular injury is evidence of negligence, not negligence per se	Certified question; jury-instruction context; supports omitting the per se count
Winemiller v. Feddish, 568 So. 2d 483, 1990 Fla. App. LEXIS 7793, 1990 WL 149752 (Fla. Dist. Ct. App. 1990)	Applies the evidence-of-negligence rule to a municipal ordinance	Appeal from directed verdict; Fourth DCA
Global Network Management, Ltd. v. CenturyLink Latin American Solutions, LLC, 67 F.4th 1312 (11th Cir. 2023)	An express contract on the same subject bars unjust enrichment	Appeal from Rule 12(b)(6) dismissal; supports omitting the count

AUTHORITY	PROPOSITION USED	POSTURE
Kirksey v. Jernigan, 1950 Fla. LEXIS 1339, 45 So. 2d 188, 17 A.L.R. 2d 766 (Fla. 1950)	No recovery for mental anguish unconnected with physical injury in simple negligence (1950 rule)	Appeal; supports pleading distress as accompanying bodily injury
Davis v. Monahan, 832 So. 2d 708, 2002 WL 31477296 (Fla. 2002)	Delayed-discovery doctrine limited to the categories listed in Fla. Stat. § 95.11 and related sections	Certified question; limitations; counsel's accrual analysis only, not pleaded
***Mullins v. The Michaels Organization, LLC*, No. 8:25-cv-02637, Doc. 68 (M.D. Fla. Aug. 21, 2026)**	Operative related-case order: § 5001(b) confined to physical injury; NIED, IIED, medical monitoring, FDUTPA barred unconditionally; habitability and per se barred conditionally; negligent misrepresentation and fraud not barred; nuisance requires a "use of property"	Rule 12(b)(6) ruling on a different complaint; Doc. 52 vacated by Doc. 59 and not relied on
***Eid v. Michaels Mgmt. Servs., LLC*, No. 8:24-cv-01544, Doc. 55 (M.D. Fla. Mar. 26, 2025)**	Habitability claim dismissed with prejudice where no physical injury pleaded; limitations defense is not resolved on the face of a complaint that need not negate it; enclave limitations question unresolved (n.5)	Rule 12(b)(6) ruling on a different complaint

All Recent Docket Entries →