

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PANAMA CITY DIVISION

AZORIE WARNKEN,

Plaintiff,

CASE NO: 5:17-CV-00031-RH-GRJ

v.

RANDALL HARMMEYER and DUNN
REALTY AT PANAMA CITY BEACH, INC.,

Defendants.

SECOND AMENDED COMPLAINT

Plaintiff Azorie Warnken, by and through her undersigned counsel, files this Second Amended Complaint¹ against Defendants Randall Harmeyer and Dunn Realty at Panama City Beach, Inc. and states as follows:

THE PARTIES

1.

Azorie Warnken is a resident of the State of Louisiana.

¹ Plaintiff files this Second Amended Complaint to correct an administrative error in Plaintiff's First Amended Complaint.

2.

Defendant Randall Harmeyer (“Harmeyer”) is a resident of the State of Virginia and can be served by delivering a copy of the Summons and Complaint to his residence at 6908 Ontario Street, Springfield, Virginia 22152. Upon information and belief, Defendant Harmeyer may also be served through his counsel of record, Linda H. Wade of Wade, Palmer & Shoemaker, P.A.

3.

Defendant Dunn Realty at Panama City Beach, Inc. (“Dunn Realty”) is a corporation organized under the laws of Florida with its principal place of business in Florida. Dunn Realty may be served through its registered agent Emily H. Dunn at 11501 Hutchison Boulevard, Suite 108, Panama City Beach, Florida 32407. Upon information and belief, Dunn Realty may also be served by serving its counsel of record, Clifford W. Sanborn and Brandt A. Carlson of Barron & Redding, P.A.

JURISDICTION AND VENUE

4.

There is complete diversity of parties to this action.

5.

Plaintiff claims damages in excess of \$75,000.00, exclusive of interest and costs.

6.

The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1332.

7.

All events complained of herein giving rise to Plaintiff's claims occurred in Panama City Beach, Bay County, Florida.

8.

Accordingly, venue is proper in this Court pursuant to 28 U.S.C. § 1391.

STATEMENT OF FACTS

9.

Upon information and belief, at the time of the fire, and at all other times material hereto, Defendant Harmeyer owned the single family dwelling mobile home located at 649 Lagoon Oaks Circle, Panama City, Florida 32407 ("the Property").

10.

At all times relevant hereto, Defendant Harmeyer was acting by and through his employees/agents and is responsible for the acts of those employees and agents pursuant to respondeat superior, agency, or a similar theory of law.

11.

Upon information and belief, at the time of the fire, and at all other times material hereto, Defendant Dunn Realty was the landlord of the Property and managed it on

behalf of Defendant Harmeyer; Both Defendant Dunn Realty and Defendant Harmeyer failed to properly inspect the premises before Plaintiff and her fellow tenants took possession of the Property.

12.

On June 24, 2015, a structure fire occurred at the Property early in the morning.

13.

At the time of the fire, and at all other times material hereto, Plaintiff Azorie Warnken was a resident and occupant of the Property under a landlord-tenant lease.

14.

At the time of the fire, Plaintiff Azorie Warnken was sleeping in her room and did not become aware of the fire until a fellow tenant woke her up.

15.

When the fire broke out at the Property on the morning of June 24, 2015, none of the occupants of the Property were made aware of the fire until the sound of breaking glass woke one of the occupants.

16.

At the time of the fire, and at all other times material hereto, the Property contained only one smoke detector for the entire structure, which was not functional and was not hard-wired into the residence.

17.

When the fire broke out at the Property, the smoke detector failed to set off an alarm.

18.

Additionally, at all times material hereto, including on the date of the subject fire, the windows in the bedrooms of the subject Property were stuck and would not open.

19.

At the time of the fire, the window in the bathroom could not be opened because the handle was missing.

20.

Upon information and belief, the windows had been painted shut before Plaintiff or any other occupant of the Property had moved in.

21.

After taking possession of the Property, Plaintiff and her fellow tenants notified Defendants of the existence of certain dangerous defective conditions at the Property.

22.

At all times material hereto, the subject home was unsafe, and Defendants had actual and constructive knowledge of the existence of the dangerous defective

conditions at the Property, including the inoperable windows in the sleeping quarters of the property, inoperable window in a bathroom of the subject property, the deficient number of smoke alarms within the home, and the fact that the only smoke alarm in the home was not hard wired, but rather was battery operated.

23.

Plaintiff Azorie Warnken was severely injured as a result of the fire, suffering 48% TBSA burns, with a majority of those burns being classified as “full thickness,” and continues to suffer from her severe injuries.

COUNT ONE
**Breach of the Florida Residential Landlord and Tenant Act Against
Defendant Harmeyer**

Plaintiff realleges paragraphs 9 – 23 as though fully set forth herein and further alleges:

24.

Defendant Harmeyer was the owner of the subject Property, and breached his duty of care under § 83.51 of the Florida Residential Landlord and Tenant Act (Fla. Stat. Ann. §§ 83.40 – 83.53) (“the Landlord/Tenant Act”) as set forth in this Count of Plaintiff’s First Amended Complaint.

25.

At all times during the tenancy, Defendant Harmeyer failed to comply with the requirements of applicable building, housing, and health codes, as mandated by F.S.A. § 83.51(1)(a).

26.

Defendant Harmeyer failed to make repairs in a manner that maintains the level of protection provided for the means of egress, as required by the Florida Building Code for an Existing Building, NFPA 501, and the Florida Fire Prevention Code (5th Edition)(2014).

27.

Defendant Harmeyer failed to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings.

28.

Defendant Harmeyer failed to ensure that all habitable rooms had windows which are readily controllable by the building occupants, as required by the Florida Building Code for residential buildings.

29.

Defendant Harmeyer failed to ensure that the bathroom in the Property was provided with an openable window, as required by the Florida Building Code for residential buildings.

30.

Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that every sleeping room in the Property had at least one operable emergency escape and rescue opening, as required by the Florida Fire Protection Code, NFPA 101, § 24.2.

31.

Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening of 5.7 square feet, as required by the Florida Building Code for residential buildings and NFPA 101, § 24.2.

32.

Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening width of 20 inches, as required by the Florida Building Code for residential buildings.

33.

Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property were operational from the inside of the room without the use of keys, tools, or special knowledge, as required by the Florida Building Code for residential buildings.

34.

Defendant Harmeyer failed to maintain the windows in good repair, as required by § 83.51 of the Landlord/Tenant Act.

35.

At the commencement of the tenancy of the Property for Plaintiff, Defendant Harmeyer failed to install a working smoke detection device, as required by § 83.51 of the Landlord/Tenant Act.

36.

Because there were no working smoke detectors, Defendant Harmeyer failed to ensure that smoke alarms were installed in each sleeping room at the Property, as required by the Florida Building Code for residential buildings and NFPA 501,

37.

Defendant Harmeyer failed to ensure that the Property had an approved single station or multiple station smoke detectors continuously powered by the house

electrical system, as required by NFPA 501, § 5.9.6 (2010), which was adopted as the law in Florida under Fla. Admin. Code 69A-3.012(1)(cccc).

38.

Defendant Harmeyer failed to ensure that the Property had an approved single station smoke detector powered by the building electrical system in each sleeping room, as required by NFPA 501 § 5.9.3 (2010),

39.

Defendant Harmeyer failed to ensure that the Property had a minimum of one primary exit and one secondary means of escape, as required NFPA 101, § 24.2.

40.

As a direct and proximate cause of one or more of the aforementioned breaches of § 83.51 of the Landlord/Tenant Act, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns to 48% of her body, \$4,954,528.39 in past medical expenses, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

41.

The serious bodily injuries sustained by Plaintiff were proximately caused by breaches of § 83.51 of the Landlord/Tenant Act committed by Defendant Harmeyer,

his agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

42.

The Landlord/Tenant Act's § 83.44 imposes on Defendant Harmeyer a duty to act in good faith in meeting his obligations as landlord under the Landlord/Tenant Act.

43.

Defendant Harmeyer's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Harmeyer to punish him and to deter him from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against Defendant, compensatory and punitive damages against Defendant Harmeyer in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

COUNT TWO
Breach of the Implied Warranty of Habitability
Against Defendant Harmeyer

Plaintiff realleges paragraphs 9 – 23 as though fully set forth herein and further alleges:

44.

Defendant Harmeyer breached his duties under the Implied Warranty of Habitability in one or more of the following ways.

45.

Defendant Harmeyer breached the owner/landlord's affirmative duty of repair.

46.

Defendant Harmeyer failed to reasonably inspect the premises of the Property before allowing Plaintiff to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to Plaintiff, including repairing the windows to insurance they were operable and/or insuring that the home was equipped with working smoke detectors.

47.

After taking possession of the Property, Plaintiff and her fellow tenants at the Property notified Defendant Harmeyer, his agents, apparent agents or employees, of the existence of certain dangerous and defective conditions.

48.

Defendant Harmeyer had actual and constructive knowledge of the defects and of his duty to make repairs to the subject property.

49.

Defendant Harmeyer failed his continuing duty to ensure the Property met ordinary, normal standards reasonably to be expected of living quarters of comparable kind and quality, specifically as it relates to the failure to ensure the home had operable windows and working smoke detectors.

50.

Defendant Harmeyer breached his continuing duty to exercise reasonable care to repair the dangerous defective conditions upon notice of their existence by Plaintiff and her fellow tenants.

51.

As a direct and proximate cause of one or more of the aforementioned breaches of Implied Warranty of Habitability, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns to 48% of her body, past medical expenses of \$4,954,528.39, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

52.

The serious bodily injuries sustained by Plaintiff were proximately caused by the breaches of the Implied Warranty of Habitability of Defendant Harmeyer, his

agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

53.

Defendant Harmeyer's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Harmeyer to punish him and to deter him from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against Defendant, compensatory and punitive damages against Defendant Harmeyer in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

COUNT THREE
Negligence Against Defendant Harmeyer

Plaintiff realleges paragraphs 9 – 23 as though fully set forth herein and further alleges:

54.

As an owner of a residential property for rent, Defendant Harmeyer, at all times relevant to Plaintiff's claims, had a duty to use reasonable care - that is, the care that reasonably careful landlord and owner would use under like circumstances

- in carrying out his duties; nonetheless, Defendant Harmeyer failed to inspect the premises before Plaintiff and her fellow tenants took possession of the Property.

55.

Plaintiff and her fellow tenants provided notice to Defendant Harmeyer of certain dangerous conditions and defects after taking possession of the Property.

56.

Defendant Harmeyer had actual and/or constructive knowledge of the dangerous conditions and defects, including code violations, of the subject property in sufficient time to correct these risks to Plaintiff's safety.

57.

Despite having actual and/or constructive knowledge of the dangerous conditions and defects, including code violations, Defendant Harmeyer failed to correct any of these risks to Plaintiff's safety.

58.

Defendant Harmeyer owed several duties to Plaintiff and her fellow tenants, including but not limited to, the duty to comply with the requirements of applicable building, housing and health codes at all times during the tenancy, the affirmative duty of making necessary repairs to transfer a reasonably safe dwelling unit to the tenant, and the continuing duty to exercise reasonable care to repair dangerous

defective conditions upon notice of their existence by the tenant. Specifically,

Defendant breached these duties in the following particulars:

- Defendant Harmeyer failed to make repairs in a manner that maintains the level of protection provided for the means of egress, as required by the Florida Building Code for an Existing Building, NFPA 501, and the Florida Fire Prevention Code (5th Edition)(2014);
- Defendant Harmeyer failed to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to ensure that all habitable rooms had windows which are readily controllable by the building occupants, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to ensure that the bathroom in the Property was provided with an operable window, as required by the Florida Building Code for residential buildings;
- Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that every sleeping room in the Property had at least one operable emergency escape and rescue opening, as required by the Florida Fire Protection Code, NFPA 101, § 24.2;

- Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening of 5.7 square feet, as required by the Florida Building Code for residential buildings and NFPA 101, § 24.2;
- Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening width of 20 inches, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property were operational from the inside of the room without the use of keys, tools, or special knowledge, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to maintain the windows in good repair, as required by § 83.51 of the Landlord/Tenant Act;
- At the commencement of the tenancy of the Property for Plaintiff, Defendant Harmeyer failed to install a working smoke detection device, as required by § 83.51 of the Landlord/Tenant Act.
- Because there were no working smoke detectors, Defendant Harmeyer failed to ensure that smoke alarms were installed in each sleeping room

at the Property, as required by the Florida Building Code for residential buildings and NFPA 501;

- Defendant Harmeyer failed to ensure that the Property had an approved single station or multiple station smoke detectors continuously powered by the house electrical system, as required by NFPA 501, § 5.9.6 (2010), which was adopted as the law in Florida under Fla. Admin. Code 69A-3.012(1)(cccc);
- Defendant Harmeyer failed to ensure that the Property had an approved single station smoke detector powered by the building electrical system in each sleeping room, as required by NFPA 501 § 5.9.3 (2010);
- Defendant Harmeyer failed to ensure that Ms. Warnken's sleeping quarters had a minimum of one primary exit and one secondary means of escape, as required NFPA 101, § 24.2.

59.

Defendant Harmeyer breached the duties he owed as landlord to Plaintiff.

60.

But for Defendant Harmeyer's negligence, Plaintiff would not have suffered the severe injuries she incurred as a result of the fire.

61.

Defendant Harmeyer's negligence proximately caused the severe injuries suffered by Plaintiff.

62.

The severe injuries suffered by Plaintiff were the foreseeable result of Defendant Harmeyer's breach of the various duties he owed to the tenants at the Property.

63.

The harm that occurred to Plaintiff was within the scope of danger attributable to Defendant Harmeyer's negligent conduct in violating the various duties owed to the tenants at the Property.

64.

Defendant Harmeyer's negligent conduct foreseeably and substantially caused the severe injuries that Plaintiff incurred.

65.

As a direct and proximate cause of one or more of the aforementioned negligent acts described in this Count, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns 48% of her body, past medical expenses of \$4,954,528.39, pain and suffering,

disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

66.

The serious bodily injuries sustained by Plaintiff were proximately caused by the negligence of Defendant Harmeyer, his agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

67.

Defendant Harmeyer's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Harmeyer to punish him and to deter him from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against Defendant, compensatory and punitive damages against Defendant Harmeyer in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

COUNT FOUR
Negligence *Per Se* Against Defendant Harmeyer

Plaintiff realleges paragraphs 9 – 23 as though fully set forth herein and further alleges:

68.

Defendant Harmeyer failed to make repairs in a manner that maintains the level of protection provided for the means of egress, as required by the Florida Building Code, the Florida Residential Landlord Tenant Act, Florida Fire Prevention Code, and the Florida Administrative code, and violates those substantive areas of Florida law as follows:

- Defendant Harmeyer failed to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to ensure that all habitable rooms had windows which are readily controllable by the building occupants, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to ensure that the bathroom in the Property was provided with an operable window, as required by the Florida Building Code for residential buildings;
- Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that every sleeping room in the Property had at least one operable emergency escape and rescue opening, as required by the Florida Fire Protection Code, NFPA 101, § 24.2;

- Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening of 5.7 square feet, as required by the Florida Building Code for residential buildings and NFPA 101, § 24.2;
- Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening width of 20 inches, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property were operational from the inside of the room without the use of keys, tools, or special knowledge, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to maintain the windows in good repair, as required by § 83.51 of the Landlord/Tenant Act;
- At the commencement of the tenancy of the Property for Plaintiff, Defendant Harmeyer failed to install a working smoke detection device, as required by § 83.51 of the Landlord/Tenant Act.
- Because there were no working smoke detectors, Defendant Harmeyer failed to ensure that smoke alarms were installed in each sleeping room

at the Property, as required by the Florida Building Code for residential buildings and NFPA 501;

- Defendant Harmeyer failed to ensure that the Property had an approved single station or multiple station smoke detectors continuously powered by the house electrical system, as required by NFPA 501, § 5.9.6 (2010), which was adopted as the law in Florida under Fla. Admin. Code 69A-3.012(1)(cccc);
- Defendant Harmeyer failed to ensure that the Property had an approved single station smoke detector powered by the building electrical system in each sleeping room, as required by NFPA 501 § 5.9.3 (2010);
- Defendant Harmeyer failed to ensure that the sleeping quarters of the Property had a minimum of one primary exit and one secondary means of escape, as required NFPA 101, § 24.2.

69.

Defendant Harmeyer failed to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings.

70.

Defendant Harmeyer failed to ensure that all habitable rooms had windows that are readily controllable by the building occupants, as required by the Florida Building Code for residential buildings.

71.

Defendant Harmeyer's violations of the Florida Building Code, Florida Landlord-Tenant Act, Florida Fire Prevention Code, and the Florida Administrative Code as set forth herein constitute negligence *per se*.

72.

As a direct and proximate cause of one or more of the aforementioned violations of Florida law, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns to 48% of her body, past medical expenses of \$4,954,528.39, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

73.

The serious bodily injuries sustained by Plaintiff were directly and proximately caused by the violations of Florida Building Code, Florida Fire Prevention Act, Florida Landlord-Tenant Act, and Florida Administrative Code

committed by Defendant Harmeyer, his agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

74.

Defendant Harmeyer's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Harmeyer to punish him and to deter him from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against Defendant, compensatory and punitive damages against Defendant Harmeyer in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

COUNT FIVE
Gross Negligence Against Defendant Harmeyer

Plaintiff realleges paragraphs 9 - 23 as though fully set forth herein and further alleges:

75.

Defendant Harmeyer breached various duties owed by an owner/landlord to tenants at the Property as set forth more fully in Counts One – Four above.

76.

Defendant Harmeyer had actual and/or constructive knowledge of the dangerous conditions and defects, including code violations, present at the Property in sufficient time to correct these risks to Plaintiff's safety.

77.

Despite having actual and/or constructive knowledge, Defendant Harmeyer failed to correct any of the dangerous conditions and defects, including code violations.

78.

Defendant Harmeyer's conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to Plaintiff's life, safety, and rights. This reckless conduct includes, but is not limited to:

- Defendant Harmeyer failed to make repairs in a manner that maintains the level of protection provided for the means of egress, as required by the Florida Building Code for an Existing Building, NFPA 501, and the Florida Fire Prevention Code (5th Edition)(2014);
- Defendant Harmeyer failed to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings;

- Defendant Harmeyer failed to ensure that all habitable rooms had windows which are readily controllable by the building occupants, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to ensure that the bathroom in the Property was provided with an operable window, as required by the Florida Building Code for residential buildings;
- Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that every sleeping room in the Property had at least one operable emergency escape and rescue opening, as required by the Florida Fire Protection Code, NFPA 101, § 24.2;
- Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening of 5.7 square feet, as required by the Florida Building Code for residential buildings and NFPA 101, § 24.2;
- Inasmuch as the windows were inoperable, Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening width of 20 inches, as required by the Florida Building Code for residential buildings;
- Defendant Harmeyer failed to ensure that all emergency escape and rescue openings at the Property were operational from the inside of the

room without the use of keys, tools, or special knowledge, as required by the Florida Building Code for residential buildings;

- Defendant Harmeyer failed to maintain the windows in good repair, as required by § 83.51 of the Landlord/Tenant Act;
- At the commencement of the tenancy of the Property for Plaintiff, Defendant Harmeyer failed to install a working smoke detection device, as required by § 83.51 of the Landlord/Tenant Act.
- Because there were no working smoke detectors, Defendant Harmeyer failed to ensure that smoke alarms were installed in each sleeping room at the Property, as required by the Florida Building Code for residential buildings and NFPA 501;
- Defendant Harmeyer failed to ensure that the Property had an approved single station or multiple station smoke detectors continuously powered by the house electrical system, as required by NFPA 501, § 5.9.6 (2010), which was adopted as the law in Florida under Fla. Admin. Code 69A-3.012(1)(cccc);
- Defendant Harmeyer failed to ensure that the Property had an approved single station smoke detector powered by the building electrical system in each sleeping room, as required by NFPA 501 § 5.9.3 (2010);

- Defendant Harmeyer failed to ensure that Ms. Warnken's sleeping quarters had a minimum of one primary exit and one secondary means of escape, as required NFPA 101, § 24.2.

79.

Defendant Harmeyer's conduct was in blatant disregard for the well-being of his tenant, Plaintiff, who was foreseeably and severely harmed by Defendant Harmeyer's actions/omissions.

80.

As a direct and proximate cause of one or more of Defendant Harmeyer's aforementioned grossly negligent acts or omissions, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns over 48% of her body, past medical expenses of \$4,954,528.39, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

81.

The serious bodily injuries sustained by Plaintiff were caused by the gross negligence of Defendant Harmeyer, his agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

82.

Defendant Harmeyer's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Harmeyer to punish him and to deter him from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against Defendant, compensatory and punitive damages against Defendant Harmeyer in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

COUNT SIX
Breach of the Florida Residential Landlord and Tenant Act
Against Defendant Dunn Realty

Plaintiff realleges paragraphs 9 – 23 as though fully set forth herein and further alleges:

83.

Defendant Dunn Realty was Plaintiff's landlord under the Florida Residential Landlord and Tenant Act (Fla. Stat. Ann. §§ 83.40 – 83.53) ("the Landlord/Tenant Act"), and breached its duty of care under § 83.51 of the as set forth in this portion (Count Six) of Plaintiff's First Amended Complaint.

84.

At all times during the tenancy, Defendant Dunn Realty failed to comply with the requirements of applicable building, housing, and health codes, as mandated by F.S.A. § 83.51(1)(a).

85.

Defendant Dunn Realty failed to make repairs in a manner that maintains the level of protection provided for the means of egress, as required by the Florida Building Code for an Existing Building, NFPA 501, and the Florida Fire Prevention Code (5th Edition)(2014).

86.

Defendant Dunn Realty failed to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings.

87.

Defendant Dunn Realty failed to ensure that all habitable rooms had windows which are readily controllable by the building occupants, as required by the Florida Building Code for residential buildings.

88.

Defendant Dunn Realty failed to ensure that the bathroom in the Property was provided with an operable window, as required by the Florida Building Code for residential buildings.

89.

Inasmuch as the windows were inoperable, Defendant Dunn Realty failed to ensure that every sleeping room in the Property had at least one operable emergency escape and rescue opening, as required by the Florida Fire Protection Code, NFPA 101, § 24.2, which was thus a violation of the Residential Landlord Tenant Act.

90.

Inasmuch as the windows were inoperable, Defendant Dunn Realty failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening of 5.7 square feet, as required by the Florida Building Code for residential buildings and NFPA 101, § 24.2.

91.

Inasmuch as the windows were inoperable, Defendant Dunn Realty failed to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening width of 20 inches, as required by the Florida Building Code for residential buildings.

92.

Defendant Dunn Realty failed to ensure that all emergency escape and rescue openings at the Property were operational from the inside of the room without the use of keys, tools, or special knowledge, as required by the Florida Building Code for residential buildings.

93.

Defendant Dunn Realty failed to maintain the windows in good repair, as required by § 83.51 of the Landlord/Tenant Act.

94.

At the commencement of the tenancy of the Property for Plaintiff, Defendant Dunn Realty failed to install a working smoke detection device, as required by § 83.51 of the Landlord/Tenant Act.

95.

Because there were no working smoke detectors, Defendant Dunn Realty failed to ensure that smoke alarms were installed in each sleeping room at the Property, as required by the Florida Building Code for residential buildings and NFPA 501,

96.

Defendant Dunn Realty failed to ensure that the Property had an approved single station or multiple station smoke detectors continuously powered by the house

electrical system, as required by NFPA 501, § 5.9.6 (2010), which was adopted as the law in Florida under Fla. Admin. Code 69A-3.012(1)(cccc).

97.

Defendant Dunn Realty failed to ensure that the Property had an approved single station smoke detector powered by the building electrical system in each sleeping room, as required by NFPA 501 § 5.9.3 (2010),

98.

Defendant Dunn Realty failed to ensure that the Property had a minimum of one primary exit and one secondary means of escape, as required NFPA 101, § 24.2.

99.

As a direct and proximate cause of one or more of the aforementioned breaches of § 83.51 of the Landlord/Tenant Act, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns to 48% of her body, \$4,954,528.39 in past medical expenses, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

100.

The serious bodily injuries sustained by Plaintiff were proximately caused by breaches of § 83.51 of the Landlord/Tenant Act committed by Defendant Dunn

Realty, his agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

101.

The Landlord/Tenant Act's § 83.44 imposes on Defendant Dunn Realty a duty to act in good faith in meeting his obligations as landlord under the Landlord/Tenant Act.

102.

Defendant Dunn Realty's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Dunn Realty to punish him and to deter him from repeating the commission of similar wrongful acts and omissions in the future.

103.

As a direct and proximate cause of one or more of the aforementioned breaches of § 83.51 of the Landlord/Tenant Act, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns 48% of her body, past medical expenses of \$4,954,528.39, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

104.

The serious bodily injuries sustained by Plaintiff were proximately caused by breaches of § 83.51 of the Landlord/Tenant Act committed by Defendant Dunn Realty, its agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

105.

The Landlord/Tenant Act's § 83.44 imposes on Defendant Dunn Realty a duty to act in good faith in meeting his obligations as landlord under the Landlord/Tenant Act.

106.

Defendant Dunn Realty's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Dunn Realty to punish it and to deter it from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against Defendant, compensatory and punitive damages against Defendant Dunn Realty in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

COUNT SEVEN
Breach of the Implied Warranty of Habitability
Against Defendant Dunn Realty

Plaintiff realleges paragraphs 9 – 23 as though fully set forth herein and further alleges:

107.

Defendant Dunn Realty breached its duties under the Implied Warranty of Habitability in one or more of the following ways.

108.

Defendant Dunn Realty breached the owner/landlord's affirmative duty of repair.

109.

Defendant Dunn Realty failed to reasonably inspect the premises of the Property before allowing Plaintiff to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to Plaintiff.

110.

After taking possession of the Property, Plaintiff and her fellow tenants at the Property notified Defendant Dunn Realty, his agents, apparent agents or employees, of the existence of dangerous defective conditions.

111.

Defendant Dunn Realty had actual and constructive knowledge of the defects and of its duty to make repairs.

112.

Defendant Dunn Realty failed its continuing duty to ensure the Property met ordinary, normal standards reasonably to be expected of living quarters of comparable kind and quality.

113.

Defendant Dunn Realty breached its continuing duty to exercise reasonable care to repair the dangerous defective conditions upon notice of their existence by Plaintiff and her fellow tenants.

114.

As a direct and proximate cause of one or more of the aforementioned breaches of Implied Warranty of Habitability, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns 48% of her body, past medical expenses of \$4,954,528.39, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

115.

The serious bodily injuries sustained by Plaintiff were proximately caused by the breaches of the Implied Warranty of Habitability of Defendant Dunn Realty, its agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

116.

Defendant Dunn Realty's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Dunn Realty to punish it and to deter it from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against Defendant, compensatory and punitive damages against Defendant Dunn Realty in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

COUNT EIGHT
Negligence Against Defendant Dunn Realty

Plaintiff realleges paragraphs 9 – 23 as though fully set forth herein and further alleges:

117.

As a residential landlord responsible for the leasing, management, maintenance and upkeep of the subject rental home, Dunn Realty, at all times relevant to Plaintiff's claims, had a duty to use reasonable care - that is, the care that reasonably careful landlord would use under like circumstances - in carrying out its duties.

118.

Defendant Dunn Realty had actual and/or constructive knowledge of the dangerous conditions and defects, including code violations, in sufficient time to correct these risks to Plaintiff's safety.

119.

Despite having actual and/or constructive knowledge of the dangerous conditions and defects, including code violations, Defendant Dunn Realty failed to correct any of these risks to Plaintiff's safety.

120.

Under the general negligence standard, Defendant Dunn Realty owed several duties to Plaintiff and her fellow tenants, including but not limited to, the duty to comply with the requirements of applicable building, housing and health codes at all times during the tenancy, the affirmative duty of making necessary repairs to transfer a reasonably safe dwelling unit to the tenant, and the continuing duty to exercise

reasonable care to repair dangerous defective conditions, as well as the duty to have working some detectors at the subject rental property and duty to ensure all windows were operable.

121.

Defendant Dunn Realty breached the duties it owed as landlord to Plaintiff, and was thus negligent, in the following ways: Specifically, Defendant breached these duties in the following particulars:

- Defendant Dunn Realty was negligent in failing to make repairs in a manner that maintains the level of protection provided for the means of egress, as required by the Florida Building Code for an Existing Building, NFPA 501, and the Florida Fire Prevention Code (5th Edition)(2014);
- Defendant Dunn Realty was negligent in failing to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings;
- Defendant Dunn Realty was negligent in failing to ensure that all habitable rooms had windows which are readily controllable by the building occupants, as required by the Florida Building Code for residential buildings;

- Defendant Dunn Realty was negligent in failing to ensure that the bathroom in the Property was provided with an operable window, as required by the Florida Building Code for residential buildings;
- Inasmuch as the windows were inoperable, Defendant Dunn Realty was negligent in failing to ensure that every sleeping room in the Property had at least one operable emergency escape and rescue opening, as required by the Florida Fire Protection Code, NFPA 101, § 24.2;
- Inasmuch as the windows were inoperable, Defendant Dunn Realty was negligent in failing to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening of 5.7 square feet, as required by the Florida Building Code for residential buildings and NFPA 101, § 24.2;
- Inasmuch as the windows were inoperable, Defendant Dunn Realty was negligent in failing to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening width of 20 inches, as required by the Florida Building Code for residential buildings;
- Defendant Dunn Realty was negligent in failing to ensure that all emergency escape and rescue openings at the Property were operational from the inside of the room without the use of keys, tools, or special

knowledge, as required by the Florida Building Code for residential buildings;

- Defendant Dunn Realty was negligent in failing to maintain the windows in good repair, as required by § 83.51 of the Landlord/Tenant Act;
- At the commencement of the tenancy of the Property for Plaintiff, Defendant Dunn Realty was negligent in failing to install a working smoke detection device, as required by § 83.51 of the Landlord/Tenant Act;
- Because there were no working smoke detectors, Defendant Dunn Realty was negligent in failing to ensure that smoke alarms were installed in each sleeping room at the Property, as required by the Florida Building Code for residential buildings and NFPA 501;
- Defendant Dunn Realty was negligent in failing to ensure that the Property had an approved single station or multiple station smoke detectors continuously powered by the house electrical system, as required by NFPA 501, § 5.9.6 (2010), which was adopted as the law in Florida under Fla. Admin. Code 69A-3.012(1)(cccc);
- Defendant Dunn Realty was negligent in failing to ensure that the Property had an approved single station smoke detector powered by the

building electrical system in each sleeping room, as required by NFPA 501 § 5.9.3 (2010);

- Defendant Dunn Realty was negligent in failing to ensure that Ms. Warnken's sleeping quarters had a minimum of one primary exit and one secondary means of escape, as required NFPA 101, § 24.2.

122.

But for Defendant Dunn Realty's negligence, Plaintiff would not have suffered the severe injuries she incurred as a result of the fire.

123.

Defendant Dunn Realty's negligence proximately caused the severe injuries suffered by Plaintiff.

124.

The severe injuries suffered by Plaintiff were the foreseeable result of Defendant Dunn Realty's breach of the various duties it owed to the tenants at the Property.

125.

The harm that occurred to Plaintiff was within the scope of danger attributable to Defendant Dunn Realty's negligent conduct in violating the various duties owed to the tenants at the Property.

126.

Defendant Dunn Realty's negligent conduct foreseeably and substantially caused the severe injuries that Plaintiff incurred.

127.

As a direct and proximate cause of one or more of the aforementioned negligent acts described in this Count, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns to 48% of her body, past medical expenses of \$4,954,528.39, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

128.

The serious bodily injuries sustained by Plaintiff were proximately caused by the negligence of Defendant Dunn Realty, its agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

129.

Defendant Dunn Realty's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Dunn Realty to punish it and to deter it from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against Defendant, compensatory and punitive damages against Defendant Dunn Realty in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

COUNT NINE
Negligence *Per Se* Against Defendant Dunn Realty

Plaintiff realleges paragraphs 9 – 23 as though fully set forth herein and further alleges:

130.

Defendant Dunn Realty failed to make repairs in a manner that maintains the level of protection provided for the means of egress, as required by the Florida Building Code for an Existing Building.

131.

Defendant Dunn Realty failed to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings.

132.

The Florida Building Code, Florida Residential Landlord Tenant Act, Fire Prevention Code, and 69A-3.012 of the Florida Administrative Code were all enacted to protect residential tenants, such as Ms. Warnken, from the particular

injury she suffered in this case. Specifically, Defendant Dunn Realty is negligent *per se* by violating these statutes in the following particulars:

- Defendant Dunn Realty was negligent *per se* in failing to make repairs in a manner that maintains the level of protection provided for the means of egress, as required by the Florida Building Code for an Existing Building, NFPA 501, and the Florida Fire Prevention Code (5th Edition)(2014);
- Defendant Dunn Realty was negligent *per se* in failing to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings;
- Defendant Dunn Realty was negligent *per se* in failing to ensure that all habitable rooms had windows which are readily controllable by the building occupants, as required by the Florida Building Code for residential buildings;
- Defendant Dunn Realty was negligent *per se* in failing to ensure that the bathroom in the Property was provided with an operable window, as required by the Florida Building Code for residential buildings;
- Inasmuch as the windows were inoperable, Defendant Dunn Realty was negligent *per se* in failing to ensure that every sleeping room in the Property had at least one operable emergency escape and rescue

opening, as required by the Florida Fire Protection Code, NFPA 101, § 24.2;

- Inasmuch as the windows were inoperable, Defendant Dunn Realty was negligent *per se* in failing to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening of 5.7 square feet, as required by the Florida Building Code for residential buildings and NFPA 101, § 24.2;
- Inasmuch as the windows were inoperable, Defendant Dunn Realty was negligent *per se* in failing to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening width of 20 inches, as required by the Florida Building Code for residential buildings;
- Defendant Dunn Realty was negligent *per se* in failing to ensure that all emergency escape and rescue openings at the Property were operational from the inside of the room without the use of keys, tools, or special knowledge, as required by the Florida Building Code for residential buildings;
- Defendant Dunn Realty was negligent *per se* in failing to maintain the windows in good repair, as required by § 83.51 of the Landlord/Tenant Act;

- At the commencement of the tenancy of the Property for Plaintiff, Defendant Dunn Realty was negligent *per se* in failing to install a working smoke detection device, as required by § 83.51 of the Landlord/Tenant Act;
- Because there were no working smoke detectors, Defendant Dunn Realty was negligent *per se* in failing to ensure that smoke alarms were installed in each sleeping room at the Property, as required by the Florida Building Code for residential buildings and NFPA 501;
- Defendant Dunn Realty was negligent *per se* in failing to ensure that the Property had an approved single station or multiple station smoke detectors continuously powered by the house electrical system, as required by NFPA 501, § 5.9.6 (2010), which was adopted as the law in Florida under Fla. Admin. Code 69A-3.012(1)(cccc);
- Defendant Dunn Realty was negligent *per se* in failing to ensure that the Property had an approved single station smoke detector powered by the building electrical system in each sleeping room, as required by NFPA 501 § 5.9.3 (2010);
- Defendant Dunn Realty was negligent *per se* in failing to ensure that Ms. Warnken's sleeping quarters had a minimum of one primary exit and one secondary means of escape, as required NFPA 101, § 24.2.

133.

Defendant Dunn Realty's violations of substantive law, including but not limited to the Florida Building Code, Residential Landlord Tenant Act, the Florida Fire Prevention Code, and the Florida Administrative Code as set forth herein constitute negligence *per se*.

134.

As a direct and proximate cause of one or more of the aforementioned violations of substantive law, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns to 48% of her body, past medical expenses of \$4,954,528.39, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

135.

The serious bodily injuries sustained by Plaintiff were directly and proximately caused by the Defendant's violations of substantive law, including but not limited to Florida Building Code, Florida Fire Prevention Code, Florida Landlord-Tenant Act, and Florida Administrative Code committed by Defendant Harmeyer, his agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

136.

Defendant Dunn Realty's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Dunn Realty to punish it and to deter it from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against Defendant, compensatory and punitive damages against Defendant Dunn Realty in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

COUNT TEN
Gross Negligence Against Defendant Dunn Realty

Plaintiff realleges paragraphs 9 – 23 as though fully set forth herein and further alleges:

137.

Defendant Dunn Realty breached various duties owed by an owner/landlord to tenants at the Property as set forth more fully in Counts Six through Ten above.

138.

Defendant Dunn Realty had actual and/or constructive knowledge of the dangerous conditions and defects, including code violations, present at the Property in sufficient time to correct these risks to Plaintiff's safety.

139.

Despite having actual and/or constructive knowledge of the dangerous and unsafe premises at issue, Defendant Dunn Realty failed to correct any of the dangerous conditions and defects, including code violations.

140.

Defendant Dunn Realty's conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to Plaintiff's life, safety, and rights.

This conduct includes, but is not limited to, the following:

- Defendant Dunn Realty was grossly negligent in failing to make repairs in a manner that maintains the level of protection provided for the means of egress, as required by the Florida Building Code for an Existing Building, NFPA 501, and the Florida Fire Prevention Code (5th Edition)(2014);
- Defendant Dunn Realty was grossly negligent in failing to ensure that all habitable rooms had windows with ready access to the outside air, as required by the Florida Building Code for residential buildings;
- Defendant Dunn Realty was grossly negligent in failing to ensure that all habitable rooms had windows which are readily controllable by the building occupants, as required by the Florida Building Code for residential buildings;

- Defendant Dunn Realty was grossly negligent in failing to ensure that the bathroom in the Property was provided with an operable window, as required by the Florida Building Code for residential buildings;
- Inasmuch as the windows were inoperable, Defendant Dunn Realty was grossly negligent in failing to ensure that every sleeping room in the Property had at least one operable emergency escape and rescue opening, as required by the Florida Fire Protection Code, NFPA 101, § 24.2;
- Inasmuch as the windows were inoperable, Defendant Dunn Realty was grossly negligent in failing to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening of 5.7 square feet, as required by the Florida Building Code for residential buildings and NFPA 101, § 24.2;
- Inasmuch as the windows were inoperable, Defendant Dunn Realty was grossly negligent in failing to ensure that all emergency escape and rescue openings at the Property had a minimum net clear opening width of 20 inches, as required by the Florida Building Code for residential buildings;
- Defendant Dunn Realty was grossly negligent in failing to ensure that all emergency escape and rescue openings at the Property were

operational from the inside of the room without the use of keys, tools, or special knowledge, as required by the Florida Building Code for residential buildings;

- Defendant Dunn Realty was grossly negligent in failing to maintain the windows in good repair, as required by § 83.51 of the Landlord/Tenant Act;
- At the commencement of the tenancy of the Property for Plaintiff, Defendant Dunn Realty was grossly negligent in failing to install a working smoke detection device, as required by § 83.51 of the Landlord/Tenant Act;
- Because there were no working smoke detectors, Defendant Dunn Realty was grossly negligent in failing to ensure that smoke alarms were installed in each sleeping room at the Property, as required by the Florida Building Code for residential buildings and NFPA 501;
- Defendant Dunn Realty was grossly negligent in failing to ensure that the Property had an approved single station or multiple station smoke detectors continuously powered by the house electrical system, as required by NFPA 501, § 5.9.6 (2010), which was adopted as the law in Florida under Fla. Admin. Code 69A-3.012(1)(cccc);

- Defendant Dunn Realty was grossly negligent in failing to ensure that the Property had an approved single station smoke detector powered by the building electrical system in each sleeping room, as required by NFPA 501 § 5.9.3 (2010);
- Defendant Dunn Realty was grossly negligent in failing to ensure that Ms. Warnken's sleeping quarters had a minimum of one primary exit and one secondary means of escape, as required NFPA 101, § 24.2.

141.

Defendant Dunn Realty's conduct and gross negligence, as set forth herein, was in blatant disregard for the well-being of their tenant, Plaintiff, who was foreseeably and severely harmed by Defendant Dunn Realty's actions/omissions.

142.

As a direct and proximate cause of one or more of Defendant Dunn Realty's aforementioned grossly negligent acts or omissions, Plaintiff sustained serious and permanent personal, mental and pecuniary injuries, including but not limited to severe burns to 48% of her body, past medical expenses of \$4,954,528.39, pain and suffering, disability, disfigurement and medical expenses and lost wages in the past and in the future, as well as loss of capacity for the enjoyment of life.

143.

The serious bodily injuries sustained by Plaintiff were proximately caused by the gross negligence of Defendant Dunn Realty, its agents, apparent agents and employees, and without any negligence on Plaintiff's part contributing thereto.

144.

Defendant Dunn Realty's conduct was so reckless or wanting in care that it constitutes a conscious disregard or indifference to Plaintiff's life, safety and rights, entitling Plaintiff to punitive damages against Defendant Dunn Realty to punish it and to deter it from repeating the commission of similar wrongful acts and omissions in the future.

WHEREFORE, Plaintiff Azorie Warnken demands judgment against defendant, compensatory and punitive damages against Defendant Dunn Realty in excess of the jurisdictional limits plus any applicable costs of this suit and for any other relief this Court deems just.

DEMAND FOR JURY TRIAL

Plaintiff respectfully demands a trial by jury on all issues.

Respectfully submitted, this 13th day of April, 2017.

FLYNN LAW FIRM, LLC

/s/ Jonah A. Flynn

Jonah A. Flynn
Georgia Bar No. 266555
(admitted *pro hac vice*)
Attorney for the Plaintiff

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed and served electronically via the Court's E-Filing Portal to the following on this 13th day of April, 2017:

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FLYNN LAW FIRM, LLC

/s/ Jonah A. Flynn

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