

IN THE CIRCUIT COURT OF SECOND JUDICIAL CIRCUIT  
IN AND FOR LEON COUNTY, FLORIDA

CASE NO :

YASHKUMAR HARSODA as Personal Representative  
for the Estate of PREETKUMAR HARSODA, deceased,  
ATHIRA SURESH, ASHWIN RAJENDRAN,  
SIDDHARTH PRAKASH, POOJA SHETTY,  
SUJAN NARYANA SWAMY, JOTIRMOY MONDAL,  
ARIF PULPARAMBAN, MANIKANTA KANDULA,  
KALYAN RAJA KADARI, SUMEDHA GHATTUWAR,  
FNU SOWPARNA, MADHURI MALYALA,  
VENKATA MAMILLAPALLI, AND SADHVEER PUNUGOTI

Plaintiffs,

v.

FMF AQUA-ARLINGTON, LLC,  
FMF AQUA-BENTON, LLC,  
FMF AQUA-STATION, LLC,  
TRINITY PROPERTY CONSULTANTS, LLC,  
RED TAIL RESIDENTIAL, LLC,  
EMILY REITER, LLC d/b/a REITER FIRE PROTECTION,  
A TWISTED PAIR, INC, and  
NORWOOD HOLDINGS LLC d/b/a SIGNAL  
OF CENTRAL TALLAHASSEE,

Defendants.

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COMPLAINT & DEMAND FOR JURY TRIAL

Plaintiffs Yashkumar Harsoda as Personal Representative for the Estate of Preetkumar Harsoda, deceased, Athira Suresh, Ashwin Rajendran, Siddharth Prakash, Pooja Shetty, Sujan Naryana Swamy, Jotirmoy Mondal, Arif Pulparamban, Manikanta Kandula, Kalyan Raja Kadari, Sumedha Ghattuwar, Fnu Sowparna, Madhuri Malyala, Venkata Mamillapalli, and Sadhveer Punugoti (hereinafter, collectively "Plaintiffs") by and through undersigned counsel and for the causes of action pled herein against Defendants, and state and allege the following:

## INTRODUCTION

1. This is a civil action for bodily injury and property damage to multiple Plaintiffs resulting from the negligence of the Defendants, their violations of statutory and regulatory duties, and disregard for tenants and invitees at the Social Seminole Apartments, which caused and contributed to the occurrence of a dangerous, destructive, and deadly fire at an off-campus apartment complex housing University students, in Tallahassee, Florida on November 19, 2025.

2. The ensuing investigation of this fire revealed egregious violations by the individuals and entities associated with the operation of the Social Seminole Apartments; their agents, representatives, and employees; their provider(s) of fire alarms, fire protection systems, and life safety systems; and the Signal Security that was retained to conduct fire watch during the extended period that the apartment was without functioning fire alarms, fire protection systems, and life safety systems.

3. The fire exposed widespread failures of building equipment, including fire alarms, fire protection systems, and life safety systems, which along with failures of the emergency / secondary points of egress, individually and collectively constituted violations of state codes, licensing regulations, industry standards, and the standard of care.

4. The fire also exposed the failure of providers to adhere to state codes, licensing regulations, industry standards, and the standard of care, as it relates to the installation and maintenance of fire alarms, fire protection systems, and life safety systems. It exposed similar failures with a method of surveillance that was improperly characterized as a “fire watch”.

## JURISDICTION

5. Venue is proper in this Court by virtue of the Florida Rules of Civil Procedure whereas the subject incident occurred at 1001 Ocala Rd, Tallahassee, FL 32304 (hereinafter

“Property”). At all times material hereto, the Defendants conducted substantial, and not isolated, business in Leon County, Florida.

6. This Court has jurisdiction over civil matters seeking damages in excess of One Hundred Thousand dollars (\$100,000). Plaintiffs, individually and collectively, seek damages in excess of the jurisdictional limits of the Court to compensate for losses and injuries sustained and to deter this type of egregious conduct from occurring in the future.

7. There is no Federal question and there is incomplete diversity of citizenship due to the inclusion of Florida resident Defendants. The Plaintiffs expressly disclaim every claim arising under the Constitution, treaties, or laws of the United States (including any claim arising from an act or omission on a federal enclave, or of any officer of the U.S. or any agency or person acting under him occurring under color of such office). No claim of admiralty or maritime law is raised.

#### PARTIES

8. At all times material hereto, Plaintiffs were adult residents of Leon County, Florida, tenants and invitees at the Property.

9. A formal estate has been filed on behalf of Decedent Preetkumar Harsoda in Leon County, Florida. Attached hereto as *Exhibit “A”* is the Order Appointing Yashkumar Harsoda to be the Personal Representative of the Estate.

The survivors and beneficiaries of Decedent Preetkumar Harsoda and their relationship are, as follows:

- a. Yashkumar Harsoda, DOB 11/27/2000 (brother);
- b. Harsoda Pankaj, DOB 07/16/1972 (father); and
- c. Harsoda Bhavna Pankaj, DOB 04/04/1972 (mother).

Plaintiff, Yashkumar Harsoda as Personal Representative of the Estate, is pursuing damages for the Estate and on behalf of the statutory survivors of Decedent Preetkumar Harsoda.

10. At all times material hereto, Social Seminole Apartments was an off-campus apartment complex housing University students, in Tallahassee, Florida, and doing business at the Property.

11. For the purposes of this Complaint, “residents”, “tenants”, and “residential tenants” shall include all individuals who were contractually residing at the Property on November 19, 2025, including but not limited to Plaintiffs.

12. For the purposes of this Complaint, “guests” shall include all individuals who were not contractually residing on the Property on November 19, 2025, but nevertheless were invitees.

13. At all times material hereto, Defendants FMF Aqua-Arlington, LLC, FMF Aqua-Benton FMF, LLC, and Aqua-Station, LLC (hereinafter collectively “Owner”) were Foreign Limited Liability Companies, from Irvine, California, doing business in the State of Florida. Owner exercised control over the Property, which it owned and operated as an apartment complex called Social Seminole Apartments, beginning December 16, 2021.

14. At all times material hereto, Owner was acting individually and by and through its employees, actual agents or apparent agents, or representatives and was responsible for the operation, management, care, and maintenance of the Property, residential units on the Property, and the health, safety, and well-being of tenants and invitees, including the Plaintiffs, while on the Property.

15. Owner was responsible for the conduct of its employees, actual agents or apparent agents, or representatives as they were acting within the course, scope, and authority of that relationship and in furtherance of the interests of Owner.

16. At all times material hereto, the Defendant Trinity Property Consultants, LLC (hereinafter “Trinity Management”), was a Foreign Limited Liability Company from Irvine, California, doing business in Leon County, Florida. Upon information and belief, Trinity Management was charged with the business operations of the Property. As such, Trinity Management was responsible for implementing policies, procedures, protocols, staffing determinations, and resource allocations at the Property. Trinity Management was also responsible for the care and maintenance of the Property.

17. At all times material hereto, the Defendant Red Tail Residential, LLC (hereinafter “Red Tail Management”) was a Foreign Limited Liability Company from Irvine, California, doing substantial, not isolated, business in Leon County, Florida. Upon information and belief, Red Tail Management was charged with the business operations of the Property. As such, Red Tail Management was responsible for implementing policies, procedures, protocols, staffing determinations, and resource allocations at the Property. Red Tail Management was also responsible for the care and maintenance of the Property.

18. At all times material hereto, Trinity Management and Red Tail Management were acting individually and by and through employees, actual agents or apparent agents, or representatives at the Property. To that end, Trinity Management and Red Tail Management were contractually obligated and assumed a duty to ensure the operation, management, care, and maintenance of the Property as well as the reasonable safety of the tenants and invitees while on the Property.

19. At all times material hereto, Trinity Management and Red Tail Management were individually compensated by Owner and were the employee(s), actual agent(s) or apparent

agent(s), or representative(s) of Owner. Owner, Trinity Management, and Red Tail Management acted within the course and scope and authority of those relationships.

20. At all times material hereto, the Defendant A Twisted Pair, Inc (hereinafter “Life Safety Contractor”) was a Florida Profit Corporation specializing in commercial and residential fire alarm, low-voltage cabling, and security systems. Life Safety Contractor had its principal address in Tallahassee, Florida, and was doing substantial, not isolated, business in Leon County, Florida. Upon information and belief, Life Safety Contractor was retained to evaluate, repair, and install electrical facilities, fire alarms, and life safety systems at the Property before the fire on November 19, 2025. Life Safety Contractor inspected the Property to ensure operation of its electrical facilities, fire alarms, and life safety systems. Life Safety Contractor maintained said equipment for the benefit of the Property as well as for the safety of tenants and invitees, while on the Property. Life Safety Contractor was operating at the Property on November 19, 2025.

21. At all times material hereto, the Defendant Emily Reiter, LLC d/b/a Reiter Fire Protection (hereinafter “Reiter Fire Protection”) was a Foreign Limited Liability Company from Union, Kentucky, doing substantial, not isolated, business in Leon County, Florida. Upon information and belief, Reiter Fire Protection was retained to oversee the installation and monitoring of fire alarms, fire protection systems, and life safety systems at the Property before the fire on November 19, 2025. Reiter Fire Protection inspected the Property to ensure operation and compliance of its fire alarms, fire protection systems, and life safety systems and maintained said equipment for the benefit of the Property as well as for the safety of tenants and invitees, while on the Property. Reiter Fire Protection began its work at the Property on or before October 2024 and continued its operations through the date of the fire on November 19, 2025.

22. At all times material hereto, Life Safety Contractor and Reiter Fire Protection were acting individually and by and through employees, actual agents or apparent agents, or representatives in the installation, inspection, and maintenance of fire alarms, fire protection systems, and life safety systems at the Property. To that end, Life Safety Contractor and Reiter Fire Protection were contractually obligated to and assumed the duty of ensuring the operation, management, care, and maintenance of the Property as well as the reasonable safety of the tenants and invitees at the Property.

23. At all times material hereto, Life Safety Contractor and Reiter Fire Protection were individually compensated by Owner and/or Trinity Management and/or Red Tail Management and each was the employee, actual agent or apparent agent, or representative of Owner and/or Trinity Management and/or Red Tail Management; Life Safety Contractor and Reiter Fire Protection acted within the course, scope and authority of those relationships.

24. At all times material hereto, the Defendant Norwood Holdings, LLC d/b/a Signal of Central Tallahassee (hereinafter "Signal Security") was a Florida Limited Liability Company, doing substantial, not isolated business in Leon County, Florida. Upon information and belief, Signal Security was retained to conduct surveillance for the common areas on the Property. When the fire alarms, fire protection systems, and life safety systems failed on October 18, 2024, Owner and/or Trinity Management and/or Red Tail Management renegotiated and extended the contract with Signal Security to provide additional surveillance services, including "fire watch" at the Property and to ensure that tenants and invitees would be alerted to fires on or about the Property.

25. At all times material hereto, Signal Security was acting individually and by and through employees, actual agents or apparent agents, or representatives in the surveillance of the

Property. To that end, Signal Security was contractually obligated to and assumed the duty of ensuring the reasonable safety of the tenants and invitees at the Property.

26. At all times material hereto, Signal Security was individually compensated by Owner and/or Trinity Management and/or Red Tail Management and was the employee, actual agent or apparent agent, or representative of Owner and/or Trinity Management and/or Red Tail Management; Signal Security acted within the course and scope and authority of that relationship.

27. At all times material hereto, Trinity Management, Red Tail Management, Life Safety Contractor, Reiter Fire Protection, and Signal Security were individually compensated for their services and role at the Property. Each was the employee, actual agent or apparent agent, or representative of Owner. Trinity Management, Red Tail Management, Life Safety Contractor, Reiter Fire Protection, Signal Security, and Owner acted within the course and scope and authority of those relationships.

#### FACTS

28. On or about November 19, 2025, a fire occurred on the Property. The fire caused the death of one tenant and life-changing physical and psychological injury to many more. At the time of the fire, Social Seminole Apartments had 189 residential units. The fire occurred in Building F, which was home to Plaintiffs.

29. Upon information and belief, the construction of Building F increased the risk of harm to tenants and invitees. Specifically, the lack of firestops/compartimentation between floors and the use of cedar framing and siding made the building vulnerable to rapid fire growth and uncontrolled spread.

30. Upon information and belief, the fire originated in a column on the exterior of Building F. At some point in the history of the Property, Building F suffered cosmetic damage to

its façade. That damage created several openings where individuals could improperly discard unwanted items. One such opening existed on the upper portion of the column where the fire originated.

31. Upon information and belief, rubbish was deposited in the Building F column opening. After the fire, investigators found a significant collection of rags, trash bags, vape pens, carelessly discarded smoking materials, and a garbage disposal motor. It is unknown which of the items caused the fire on November 19, 2025. Investigators have determined that one of the improperly discarded items smoldered within the column until ignition occurred.

32. Once the area of origin was identified, investigators located similar openings on Building F and in the façades of other buildings on the Property.

33. Upon information and belief, the opening on Building F had been in existence for more than a year, without repair.

34. In addition to the unrepaired openings in the façade of Building F, that particular building suffered from:

- a. Poor maintenance and a high fuel load – investigators located cigarette butts and trash carelessly discarded near the base of the wooden building and near combustible construction;
- b. Poorly maintained fire protection systems and inoperable fire alarms within the residential structures – investigators located systems that were not tagged with recent inspection tags, less than 1 year old, in violation of Florida Administrative Code 69A-48.006 and Florida Statute 633.348(7);

- c. Poorly maintained fire extinguishers that were not tagged with recent inspections, less than 1 year old, as required by Florida Administrative Code 69A-21.240 and Florida Statute 633.308;
- d. Inoperable smoke detection devices and alarms within the residential units, in violation of the Florida Building Code, Florida Building Code (Residential), Florida Fire Prevention Code, Landlord-Tenant Act, Florida Statute 83.51(2), and NFPA 72;
- e. Improperly installed smoke alarms in residential units, as it relates to both number and location – there were only 2 smoke alarms installed in the common areas of 4-bedroom units, in violation of the Florida Fire Prevention Code and NFPA 72, which require smoke alarms in every bedroom and outside every sleeping room; and
- f. Windows that had been improperly painted/sealed shut and could not be opened easily, as emergency / secondary egress points, in the event of an emergency, in violation of the Florida Fire Prevention Code, NFPA 101, and Florida Building Code Residential R310.1.

35. Upon information and belief, the tenants and invitees of Building F had access to the fire alarm panel in that building. One such individual described that the alarm had been having trouble since he moved in. That tenant was instructed to silence the panel each day when the alerts sounded. The fire alarm panel was located in his living room, and the tenants of Building F had the access code needed to silence the alerts.

36. Pursuant to official records at the Tallahassee Fire Department, fire protection systems at the Property repeatedly failed inspection, beginning on October 18, 2024. The issues

affecting the system were re-inspected and failed on each of the following dates: November 22, 2024, January 16, 2025, February 27, 2025, August 13, 2025, and November 12, 2025.

37. The last inspection at the Property occurred a week before the fire in Building F, at which time, the fire alarm system was still down and not being monitored.

38. Because the alarms were inoperable, fire watch was mandated at the Property. Fire watch was ordered on October 18, 2024, and was required until the system was repaired and verified.

39. Upon information and belief, the fire protection systems at the Property were non-compliant at the time of the fire, resulting in tenants and invitees not receiving timely warning of the impending danger and being forced to react to emergency conditions after a dangerous and deadly fire was already ignited and spreading within the residential portion of Building F.

40. Upon information and belief, the type of surveillance conducted at the Property did not conform with the requirements of a fire watch.

41. Chapter 633, Florida Statutes, established as the Florida Fire Prevention Code, mandates enforcement of National Fire Protection Association (NFPA) standards for fire protection in residential apartment complexes, including the implementation of a fire watch during system impairments like inoperable alarms. NFPA 72 §10.7.1.6 dictates that if a required fire alarm system is out of service more than 4 hours in a 24-hour period, there must be notification to the Authority Having Jurisdiction (AHJ) and either evacuation of the residential property or the initiation of a fire watch, at the building owner's election. A fire watch for residential properties necessarily includes continuous patrols of residential spaces to detect fire, smoke, or hazards; trained personnel, competent in extinguishers, checking all floors, common areas, mechanical

rooms for smoke/heat; and compiling document logs with times, areas, conditions, signatures. Such activity must continue 24/7 until a licensed contractor restores and verifies the system.

42. Upon information and belief, Signal Security was retained by Owner, Trinity Management, and/or Red Tail Management to perform no more than 13 drive-by visits to the Property each night. After conducting those drive-bys, Signal Security left the Property. Signal Security did not conduct continuous patrols of residential spaces to detect fire, smoke, or hazards; did not have trained personnel, competent in extinguishers, checking all floors, common areas, mechanical rooms for smoke/heat; and did not compile document logs with times, areas, conditions, and signatures for its surveillance of the Property.

43. At all times material hereto, Owner, Trinity Management, Red Tail Management, and Signal Security knew or reasonably should have known that the fire watch that had been contracted and was being conducted was non-conforming and unreasonable.

44. At all times material hereto, Owner, Trinity Management, Red Tail Management, Life Safety Contractor, and Reiter Fire Protection knew and reasonably should have known that the fire alarms, fire protection systems, and life safety systems were inoperable and not functioning.

45. At all times material hereto, Defendants knew and reasonably should have known that tenants and invitees, including Plaintiffs, did not have early/timely warning of fire and impending danger.

46. At all times material hereto, tenants and invitees were not able to egress from their residential units, and were trapped, as a result of corridors filled with thick black smoke and fire that prevented them from safely egressing their residential units and the Property. Tenants and

invitees learned that the building was on fire when they saw it burning on their floor and entering the residential units.

47. At all times material hereto, tenants and invitees were forced to evacuate the building by any means necessary. Several individuals broke windows and climbed down the exterior of the building. Others threw a mattress from the upper floors and jumped to safety. At least one person exited the building by way of stairs; he caught fire in the process.

48. The thermal injuries suffered by Decedent Preetkumar Harsoda resulted in his emergency transport to the burn unit at UF Shands, where he received world-class medical care for nearly 6 weeks. During that time, he was the recipient of multiple skin grafts and underwent surgical procedures anticipated to save his life. Unfortunately, the talented and caring medical professionals at UF Shands were not able to save his life and Preetkumar Harsoda died on December 28, 2025.

49. The injuries suffered by each of the remaining Plaintiffs are varied, depending upon their method of escape. Those that were forced to climb down the building sustained fractures to their lower extremities, as a result of eventually falling/jumping. Those that jumped from the upper floors, hoping to land on a mattress, suffered fractured vertebrae from the impact of their landing. Those that traveled through the building were victims of thermal and inhalation injuries. All suffered severe psychological trauma. Each lost property and sustained damage to their personal effects.

50. At all times material hereto, the Owner, Trinity Management, and Red Tail Management had the duty and the authority, discretion, and responsibility for the day-to-day operation and management of Property, including those matters related to the retention, training,

education, supervision and termination of agents, representatives, and employees in furtherance of the business at the Property.

51. At all times material hereto, Defendants had a non-delegable duty and responsibility to ensure that the Property was reasonably safe for its foreseeable and intended uses and to further ensure that tenants and invitees were also reasonably safe from foreseeable harm.

52. At all times material hereto, Defendants were required to advise, discuss, inform, counsel, protect, and warn tenants and invitees from dangerous conditions on the Property, including fire and safety hazards.

53. At all times material hereto, Owner, Trinity Management, and Red Tail Management owed the highest duty of care to tenants and invitees, and therefore Owner, Trinity Management, and Red Tail Management were required to conduct regular inspections of the Property, provide warnings, and correct any dangerous conditions before those conditions were able to result in injury/death. Owner, Trinity Management, and Red Tail Management were required to repair and/or replace any missing, broken, or defective building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points, each of which were designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency.

54. At all times material hereto, Defendants were required to adhere to legislation, ordinances, building codes, housing codes, fire codes, safety codes, and licensing regulations, policies, procedures, industry best practices to ensure the proper inspection, installation, maintenance, testing, removal, and/or repair of building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary

egress points, each of which were designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency.

55. At all times material hereto, Defendants were required to comply with applicable legislation, ordinances, building codes, housing codes, fire codes, safety codes, and licensing regulations, policies, procedures, industry best practices and the standard of care.

56. Owner, Trinity Management, and Red Tail Management received financial benefits from the tenants. In exchange, Owner, Trinity Management, and Red Tail Management were required to ensure that the Property, and the tenants and invitees were reasonably safe from foreseeable harm.

57. Life Safety Contractor, Reiter Fire Protection, and Signal Security received financial benefits from Owner, Trinity Management, and/or Red Tail Management. In exchange Signal Security, Life Safety Contractor, and Reiter Fire Protection were required to perform reasonably and with due care for the Property. Life Safety Contractor, Reiter Fire Protection, and Signal Security were required to ensure that the Property, and the tenants and invitees, were reasonably safe from foreseeable harm.

58. At all times material hereto, Life Safety Contractor and Reiter Fire Protection were independently contracted to install, inspect, and maintain the fire alarms, fire protection systems, and life safety systems at the Property. Said equipment was meant to provide early warning of emerging dangers on the Property and give tenants and invitees the greatest opportunity to survive the dangerous effects of fire by the activation of an alarm.

59. Upon information and belief, the equipment installed, inspected, maintained, and certified by Life Safety Contractor and Reiter Fire Protection failed to provide reasonable notice and warning of the subject fire.

60. At all times material hereto, the fire alarms and fire panel were improperly installed and maintained, and therefore were not operational at the time of the fire.

61. At all times material hereto, tenants and invitees did not have access to a properly installed, mounted, and/or maintained fire extinguishing device / fire suppression system.

62. At all times material hereto, the Property did not have smoke detection devices and smoke alarms installed in the proper number or location.

63. At all times material hereto, the Property did not have reasonable or adequate emergency egress signs and routes.

64. At all times material hereto, the Defendants exercised absolute control over the maintenance, upkeep, inspection, and/or repair of the Property. As such, the Defendants knew or reasonably should have known of the existing fire and safety hazards at the Property.

65. At all times material hereto, Defendants were required to make repairs and do whatever was reasonably necessary to put and keep the Property, its residential units, and common areas in a safe, fit, and habitable condition, including removing, preventing, or warning of conditions that cause, create, or contribute to fire or prevent early warning, early intervention, and safe egress for tenants and invitees.

66. At all times material hereto, Owner, Trinity Management, and Red Tail Management exercised absolute control over the creation and enforcement of policies and procedures that would ensure the reasonable safety and security of tenants and invitees at the Property.

67. At all times material hereto, Owner, Trinity Management, and Red Tail Management relied upon Life Safety Contractor and Reiter Fire Protection for instruction, education, and training in the use of fire alarms, fire protection systems, and life safety systems.

Owner, Trinity Management, and Red Tail Management also relied upon Life Safety Contractor and Reiter Fire Protection to ensure the reasonable safety of the Property and the tenants and invitees.

68. At all times material hereto, Owner, Trinity Management, and Red Tail Management relied upon Signal Security for instruction, education, and training in the proper surveillance of the Property. Owner, Trinity Management, and Red Tail Management also relied upon Signal Security to ensure the reasonable safety of the Property and the tenants and invitees.

69. Upon information and belief, the subject fire and the resulting property damage, injuries, and death were caused, in whole or in part, by the Defendants' individual and collective negligence, violations of statutory and regulatory duties, and disregard for the tenants and invitees.

70. Defendants' breaches, wrongful acts, neglect, omissions, failure and/or default were the direct and proximate cause of injuries to Plaintiffs and were the direct and proximate cause of death to Decedent Preetkumar Harsoda.

71. Plaintiffs did not cause or contribute to the occurrence of the fire and did not cause or contribute to their injuries.

72. As a result of the Defendants' actions and failures to act with reasonable care, Plaintiffs were forced to endure emotional pain and suffering, mental anguish, loss of the capacity for the enjoyment of life, and the expense of hospitalization, medical and nursing care and treatment, property damage and loss, and costs associated with relocation. The physical and emotional injuries to Plaintiffs are on-going and permanent.

73. As a result of Defendants' breaches, wrongful acts, neglect, omissions, failures and/or default the Decedent Preetkumar Harsoda's Estate is entitled to damages, including but not limited to wrongful death damages, pursuant to Florida Statutes § 768.21. The Decedent's Estate

and statutory survivors each lost and will continue to lose future support and services, companionship, protection, instruction, guidance, mental pain and suffering, loss of earnings, loss of prospective net accumulations and incurred medical and funeral expenses due to Decedent's death.

CAUSES OF ACTION  
COUNT I — NEGLIGENCE — OWNER

74. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73.

75. Defendant owed a non-delegable duty to Plaintiffs to ensure the Property was safe and to provide adequate fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points, each of which were designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency. Defendant breached that duty by failing to inspect and maintain the Property.

76. Defendant breached its duty to exercise reasonable care with regard to tenants and invitees in the following manner, including but not limited to, the following specific acts or omissions:

- a. Defendant negligently installed, inspected, maintained, and certified building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points, each of which were designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency;
- b. Defendant negligently failed to repair and/or replace building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points;

- c. Defendant negligently failed to conduct necessary maintenance to the exterior of the building, such that openings in the external portions of the building were repaired and not available for depositing rubbish;
- d. Defendant negligently sealed / painted shut windows and failed to conduct necessary maintenance to ensure that emergency / secondary egress points operated properly, in the event of an emergency;
- e. Defendant negligently failed to maintain the Property such that cigarette butts and trash did not accumulate near the base of wooden buildings and combustible construction that constituted a high fuel load;
- f. Defendant negligently failed to know and account for the construction of the building and negligently failed to institute policies, procedures, and safeguards in a building with cedar framing and siding, and a lack of firestops/compartimentation between floors;
- g. Defendant negligently conducted surveillance improperly characterized as a fire watch and did not ensure strict compliance with protocols and standards for conducting an actual fire watch pursuant to existing regulations and best practices.
- h. Defendant negligently maintained fire protection systems and permitted inoperable fire alarms at the Property;
- i. Defendant negligently failed to ensure that all fire protection systems were tagged with recent inspection tags, less than 1 year old;
- j. Defendant negligently violated Florida Administrative Code 69A-48.006 and Florida Statute 633.348(7) as it relates to the inspection, maintenance, and tagging of fire protection systems and fire alarms at the Property;

- k. Defendant negligently maintained fire extinguishers at the Property;
- l. Defendant negligently failed to ensure that all fire extinguishers were tagged with recent inspections, less than 1 year old;
- m. Defendant negligently violated Florida Administrative Code 69A-21.240, Florida Statute 633.308, and NFPA 13 as it relates to the inspection, maintenance, and tagging of fire extinguishers at the Property;
- n. Defendant negligently permitted inoperable smoke detection devices and alarms within the residential units at the Property;
- o. Defendant negligently failed to ensure that smoke detection devices and alarms were installed in the proper number, location, and type within the residential units at the Property;
- p. Defendant negligently violated the Florida Building Code, Florida Building Code (Residential), Florida Fire Prevention Code, Landlord-Tenant Act, Florida Statute 83.51(2) and NFPA72, as it relates to the operation, number, location, and type of smoke detection devices and alarms at the Property;
- q. Defendant negligently painted/sealed and negligently permitted emergency / secondary points of egress that had been improperly painted/sealed shut and could not be opened easily in the event of an emergency;
- r. Defendant negligently violated the Florida Fire Prevention Code, NFPA101, and Florida Building Code Residential R310.1 as it relates to secondary / emergency egress points;
- s. Defendant negligently violated the Property Maintenance Code of Leon County (Ch 5, Art IV, Leon County Ordinances) incorporating the International Code

Council Property Maintenance Code; The Fire Prevention Code of Leon County, Florida (Ch 5, Art II, Div III, Leon County Ordinances); and the Tallahassee Property Maintenance Code (Ch 3, Art XI Code of Ordinances) incorporating the International Property Maintenance Code (2003 Edition);

- t. Defendant negligently permitted tenants and invitees access to the fire alarm panel in Building F and permitted tenants and invitees to silence the panel when alerts sounded;
- u. Defendant negligently failed inspection of the fire alarms, fire protection systems, and life safety systems, beginning on October 18, 2024 and negligently failed re-inspected on each of the following dates: November 22, 2024, January 16, 2025, February 27, 2025, August 13, 2025, and November 12, 2025;
- v. Defendant negligently failed to install functional fire alarms, fire protection systems, and life safety systems, leaving the inoperable and failing devices and systems within the Property until existing fire alarms, fire protection systems, life safety systems could be repaired and verified;
- w. Defendant negligently failed to evacuate the building until fire alarms, fire protection systems, life safety systems could be repaired and verified;
- x. Defendant negligently advised, discussed, informed, counseled, protected, and warned tenants and invitees from dangerous conditions on the Property, including fire and safety hazards;
- y. Defendant negligently failed to adhere to legislation, ordinances, building codes, housing codes, fire codes, safety codes, and licensing regulations;

- z. Defendant negligently failed to enact and enforce policies, procedures, and industry best practices for the benefit of tenants and invitees;
- aa. Defendant negligently selected, hired, employed, educated, and trained its agents, employees, and representatives;
- bb. Defendant negligently failed to educate, train, and warn its tenants, invitees, agents, employees, and representatives regarding the industry-wide risk associated with failed building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points in residential buildings;
- cc. Defendant negligently failed to adopt, provide, and ensure strict compliance with safety protocols and standards, including policies for its tenants, invitees, agents, employees, and representatives, as it relates to failed building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points in residential buildings;
- dd. Before the occurrence of the subject fire, Defendant had actual and constructive knowledge of fire and safety hazards at the Property and negligently failed to correct them;
- ee. Before the occurrence of the subject fire, Defendant had actual and constructive knowledge that individuals were carelessly discarding smoking materials at the Property and Defendant negligently failed enforce meaningful punishment for those individuals, including monitoring, restricting, and/or removing the ability to smoke near the wooden buildings and near combustible construction on the Property; and

ff. Defendant negligently failed to follow regulations, laws, ordinances, standards, and internal policies and procedures designed to ensure the safety, protection, and well-being of tenants and invitees.

77. Defendant is also responsible for the acts of its agents, including but not limited to Trinity Management, and Red Tail Management, Life Safety Contractor, Reiter Fire Protection, and Signal Security, each of whom were acting in the course and scope of their employment and in furtherance of Defendant's interests.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

#### COUNT II – NEGLIGENCE PER SE – OWNER

78. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73 and 75-77.

79. Pursuant to the rules and regulations of the State of Florida, including but not limited to the Florida Landlord-Tenant Act and Florida Statute 83.51(2); the Florida Fire Prevention Code and Florida Statute 633.202, 633.308, 633.348(7), and the incorporated standards set forth by the National Fire Protection Association (NFPA), including but not limited to 1, 10, 13, 25, 72, and 101; the Florida Building Code, Florida Statute 553.73 and 553.80; the Florida Building Code Residential R301.1; the Florida Administrative Code and FAC 69A-48.006, 69A-21.240; the Property Maintenance Code of Leon County (Ch 5, Art IV, Leon County Ordinances) incorporating the International Code Council Property Maintenance Code; The Fire Prevention Code of Leon County, Florida (Ch 5, Art II, Div III, Leon County Ordinances); and the Tallahassee Property Maintenance Code (Ch 3, Art XI Code of Ordinances) incorporating the International

Property Maintenance Code (2003 Edition). Defendant owed a duty to construct, equip, maintain, and use the Property in accordance with the applicable laws, ordinances and codes, so as to protect tenants and invitees against dangerous conditions, unreasonable injury, and death.

80. The purpose of the laws, ordinances, and codes is to protect tenants and invitees from the harmful effects of residential fires. Tenants and invitees were members of the class of persons protected by these rules, regulations, laws, ordinances, codes, and standards.

81. Defendant knew or should have known that the Property was not constructed, equipped, maintained, and/or used in a manner that would protect tenants and invitees, from the harmful effects of fire and that the Property was in violation of applicable rules, regulations, laws, ordinances, codes, and standards.

82. By violating the governing rules, regulations, laws, ordinances, codes, and standards, Defendant breached its statutory duties of care to tenants and invitees.

83. Defendant's breach(es) of these duties was (were) the direct and proximate cause of the injury and death to the tenants and invitees.

84. As a result of Defendant's breaches, wrongful acts, neglect, omissions, failures and/or default the tenants and invitees are entitled to damages.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

### COUNT III — NEGLIGENCE – TRINITY MANAGEMENT

85. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73.

86. Defendant owed a non-delegable duty to Plaintiffs to ensure the Property was safe and to provide adequate fire alarms, fire protection systems, life safety systems, and emergency /

secondary egress points, each of which were designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency. Defendant breached that duty by failing to inspect and maintain the Property.

87. Defendant breached its duty to exercise reasonable care with regard to tenants and invitees in the following manner, including but not limited to, the following specific acts or omissions:

a. Defendant negligently installed, inspected, maintained, and certified building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points, each of which were designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency;

b. Defendant negligently failed to repair and/or replace building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points;

c. Defendant negligently failed to conduct necessary maintenance to the exterior of the building, such that openings in the external portions of the building were repaired and not available for depositing rubbish;

d. Defendant negligently sealed / painted shut windows and failed to conduct necessary maintenance to ensure that emergency / secondary egress points operated properly, in the event of an emergency;

e. Defendant negligently failed to maintain the Property such that cigarette butts and trash did not accumulate near the base of wooden buildings and combustible construction that constituted a high fuel load;

f. Defendant negligently failed to know and account for the construction of the building and negligently failed to institute policies, procedures, and safeguards in a building with cedar framing and siding, and a lack of firestops/compartimentation between floors;

g. Defendant negligently conducted surveillance improperly characterized as a fire watch and did not ensure strict compliance with protocols and standards for conducting an actual fire watch pursuant to existing regulations and best practices.

h. Defendant negligently maintained fire protection systems and permitted inoperable fire alarms at the Property;

i. Defendant negligently failed to ensure that all fire protection systems were tagged with recent inspection tags, less than 1 year old;

j. Defendant negligently violated Florida Administrative Code 69A-48.006 and Florida Statute 633.348(7) as it relates to the inspection, maintenance, and tagging of fire protection systems and fire alarms at the Property;

k. Defendant negligently maintained fire extinguishers at the Property;

l. Defendant negligently failed to ensure that all fire extinguishers were tagged with recent inspections, less than 1 year old;

m. Defendant negligently violated Florida Administrative Code 69A-21.240, Florida Statute 633.308, and NFPA 13 as it relates to the inspection, maintenance, and tagging of fire extinguishers at the Property;

n. Defendant negligently permitted inoperable smoke detection devices and alarms within the residential units at the Property;

o. Defendant negligently failed to ensure that smoke detection devices and alarms were installed in the proper number, location, and type within the residential units at the Property;

p. Defendant negligently violated the Florida Building Code, Florida Building Code (Residential), Florida Fire Prevention Code, Landlord-Tenant Act, Florida Statute 83.51(2) and NFPA72, as it relates to the operation, number, location, and type of smoke detection devices and alarms at the Property;

q. Defendant negligently painted/sealed and negligently permitted emergency / secondary points of egress that had been improperly painted/sealed shut and could not be opened easily in the event of an emergency;

r. Defendant negligently violated the Florida Fire Prevention Code, NFPA101, and Florida Building Code Residential R310.1 as it relates to secondary / emergency egress points;

s. Defendant negligently violated the Property Maintenance Code of Leon County (Ch 5, Art IV, Leon County Ordinances) incorporating the International Code Council Property Maintenance Code; The Fire Prevention Code of Leon County, Florida (Ch 5, Art II, Div III, Leon County Ordinances); and the Tallahassee Property Maintenance Code (Ch 3, Art XI Code of Ordinances) incorporating the International Property Maintenance Code (2003 Edition);

t. Defendant negligently permitted tenants and invitees access to the fire alarm panel in Building F and permitted tenants and invitees to silence the panel when alerts sounded;

u. Defendant negligently failed inspection of the fire alarms, fire protection systems, life safety systems, beginning on October 18, 2024 and negligently failed re-inspected on each of the following dates: November 22, 2024, January 16, 2025, February 27, 2025, August 13, 2025, and November 12, 2025;

v. Defendant negligently failed to install functional fire alarms, fire protection systems, life safety systems until existing fire alarms, fire protection systems, life safety systems could be repaired and verified;

w. Defendant negligently failed to evacuate the building until fire alarms, fire protection systems, and life safety systems could be repaired and verified;

x. Defendant negligently advised, discussed, informed, counseled, protected, and warned tenants and invitees from dangerous conditions on the Property, including fire and safety hazards;

y. Defendant negligently failed to adhere to legislation, ordinances, building codes, housing codes, fire codes, safety codes, and licensing regulations;

z. Defendant negligently failed to enact and enforce policies, procedures, and industry best practices for the benefit of tenants and invitees;

aa. Defendant negligently selected, hired, employed, educated, and trained its agents, employees, and representatives;

bb. Defendant negligently failed to educate, train, and warn its tenants, invitees, agents, employees, and representatives regarding the industry-wide risk associated with failed building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points in residential buildings;

cc. Defendant negligently failed to adopt, provide, and ensure strict compliance with safety protocols and standards, including policies for its tenants, invitees, agents, employees, and representatives, as it relates to failed building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points in residential buildings;

dd. Before the occurrence of the subject fire, Defendant had actual and constructive knowledge of fire and safety hazards at the Property and negligently failed to correct them;

ee. Before the occurrence of the subject fire, Defendant had actual and constructive knowledge that individuals were carelessly discarding smoking materials at the Property and Defendant negligently failed enforce meaningful punishment for those individuals, including monitoring, restricting, and/or removing the ability to smoke near the wooden buildings and near combustible construction on the Property; and

ff. Defendant negligently failed to follow regulations, laws, ordinances, standards, and internal policies and procedures designed to ensure the safety, protection, and well-being of tenants and invitees.

88. Defendant is also responsible for the acts of its agents, including but not limited to Red Tail Management, Life Safety Contractor, Reiter Fire Protection, and Signal Security, each of whom were acting in the course and scope of their employment and in furtherance of Defendant's interests.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

COUNT IV – NEGLIGENCE PER SE – TRINITY MANAGEMENT

89. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73 and 86-88.

90. Pursuant to the rules and regulations of the State of Florida, including but not limited to the Florida Landlord-Tenant Act and Florida Statute 83.51(2); the Florida Fire Prevention Code and Florida Statute 633.202, 633.308, 633.348(7), and the incorporated standards set forth by the National Fire Protection Association (NFPA), including but not limited to 1, 10, 13, 25, 72, and 101; the Florida Building Code, Florida Statute 553.73 and 553.80; the Florida Building Code Residential R301.1; the Florida Administrative Code and FAC 69A-48.006, 69A-21.240; the Property Maintenance Code of Leon County (Ch 5, Art IV, Leon County Ordinances) incorporating the International Code Council Property Maintenance Code; The Fire Prevention Code of Leon County, Florida (Ch 5, Art II, Div III, Leon County Ordinances); and the Tallahassee Property Maintenance Code (Ch 3, Art XI Code of Ordinances) incorporating the International Property Maintenance Code (2003 Edition). Defendant owed a duty to construct, equip, maintain, and use the Property in accordance with the applicable laws, ordinances and codes, so as to protect tenants and invitees against dangerous conditions, unreasonable injury, and death.

91. The purpose of the laws, ordinances, and codes is to protect tenants and invitees from the harmful effects of residential fires. Tenants and invitees were members of the class of persons protected by these rules, regulations, laws, ordinances, codes, and standards.

92. Defendant knew or should have known that the Property was not constructed, equipped, maintained, and/or used in a manner that would protect tenants and invitees, from the harmful effects of fire and that the Property was in violation of applicable rules, regulations, laws, ordinances, codes, and standards.

93. By violating the governing rules, regulations, laws, ordinances, codes, and standards, Defendant breached its statutory duties of care to tenants and invitees.

94. Defendant's breach(es) of these duties was (were) the direct and proximate cause of the injury and death to the tenants and invitees.

95. As a result of Defendant's breaches, wrongful acts, neglect, omissions, failures and/or default the tenants and invitees are entitled to damages.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

COUNT V — NEGLIGENCE – RED TAIL MANAGEMENT

96. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73.

97. Defendant owed a non-delegable duty to Plaintiffs to ensure the Property was safe and to provide adequate fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points, each of which were designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency. Defendant breached that duty by failing to inspect and maintain the Property.

98. Defendant breached its duty to exercise reasonable care with regard to tenants and invitees in the following manner, including but not limited to, the following specific acts or omissions:

a. Defendant negligently installed, inspected, maintained, and certified building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points, each of which were

designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency;

b. Defendant negligently failed to repair and/or replace building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points;

c. Defendant negligently failed to conduct necessary maintenance to the exterior of the building, such that openings in the external portions of the building were repaired and not available for depositing rubbish;

d. Defendant negligently sealed / painted shut windows and failed to conduct necessary maintenance to ensure that emergency / secondary egress points operated properly, in the event of an emergency;

e. Defendant negligently failed to maintain the Property such that cigarette butts and trash did not accumulate near the base of wooden buildings and combustible construction that constituted a high fuel load;

f. Defendant negligently failed to know and account for the construction of the building and negligently failed to institute policies, procedures, and safeguards in a building with cedar framing and siding, and a lack of firestops/compartimentation between floors;

g. Defendant negligently conducted surveillance improperly characterized as a fire watch and did not ensure strict compliance with protocols and standards for conducting an actual fire watch pursuant to existing regulations and best practices.

h. Defendant negligently maintained fire protection systems and permitted inoperable fire alarms at the Property;

i. Defendant negligently failed to ensure that all fire protection systems were tagged with recent inspection tags, less than 1 year old;

j. Defendant negligently violated Florida Administrative Code 69A-48.006 and Florida Statute 633.348(7) as it relates to the inspection, maintenance, and tagging of fire protection systems and fire alarms at the Property;

k. Defendant negligently maintained fire extinguishers at the Property;

l. Defendant negligently failed to ensure that all fire extinguishers were tagged with recent inspections, less than 1 year old;

m. Defendant negligently violated Florida Administrative Code 69A-21.240, Florida Statute 633.308, and NFPA 13 as it relates to the inspection, maintenance, and tagging of fire extinguishers at the Property;

n. Defendant negligently permitted inoperable smoke detection devices and alarms within the residential units at the Property;

o. Defendant negligently failed to ensure that smoke detection devices and alarms were installed in the proper number, location, and type within the residential units at the Property;

p. Defendant negligently violated the Florida Building Code, Florida Building Code (Residential), Florida Fire Prevention Code, Landlord-Tenant Act, Florida Statute 83.51(2) and NFPA72, as it relates to the operation, number, location, and type of smoke detection devices and alarms at the Property;

q. Defendant negligently permitted emergency / secondary points of egress that had been improperly painted/sealed shut and could not be opened easily in the event of an emergency;

r. Defendant negligently violated the Florida Fire Prevention Code, NFPA101, and Florida Building Code Residential R310.1 as it relates to secondary / emergency egress points;

s. Defendant negligently violated the Property Maintenance Code of Leon County (Ch 5, Art IV, Leon County Ordinances) incorporating the International Code Council Property Maintenance Code; The Fire Prevention Code of Leon County, Florida (Ch 5, Art II, Div III, Leon County Ordinances); and the Tallahassee Property Maintenance Code (Ch 3, Art XI Code of Ordinances) incorporating the International Property Maintenance Code (2003 Edition);

t. Defendant negligently permitted tenants and invitees access to the fire alarm panel in Building F and permitted tenants and invitees to silence the panel when alerts sounded;

u. Defendant negligently failed inspection of the fire alarms, fire protection systems, life safety systems, beginning on October 18, 2024 and negligently failed re-inspected on each of the following dates: November 22, 2024, January 16, 2025, February 27, 2025, August 13, 2025, and November 12, 2025;

v. Defendant negligently failed to install functional fire alarms, fire protection systems, life safety systems until existing fire alarms, fire protection systems, life safety systems could be repaired and verified;

w. Defendant negligently failed to evacuate the building until fire alarms, fire protection systems, life safety systems could be repaired and verified;

x. Defendant negligently advised, discussed, informed, counseled, protected, and warned tenants and invitees from dangerous conditions on the Property, including fire and safety hazards;

y. Defendant negligently failed to adhere to legislation, ordinances, building codes, housing codes, fire codes, safety codes, and licensing regulations;

z. Defendant negligently failed to enact and enforce policies, procedures, and industry best practices for the benefit of tenants and invitees;

aa. Defendant negligently selected, hired, employed, educated, and trained its agents, employees, and representatives;

bb. Defendant negligently failed to educate, train, and warn its tenants, invitees, agents, employees, and representatives regarding the industry-wide risk associated with failed building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points in residential buildings;

cc. Defendant negligently failed to adopt, provide, and ensure strict compliance with safety protocols and standards, including policies for its tenants, invitees, agents, employees, and representatives, as it relates to failed building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points in residential buildings;

dd. Before the occurrence of the subject fire, Defendant had actual and constructive knowledge of fire and safety hazards at the Property and negligently failed to correct them;

ee. Before the occurrence of the subject fire, Defendant had actual and constructive knowledge that individuals were carelessly discarding smoking materials at the Property and Defendant negligently failed enforce meaningful punishment for those individuals, including monitoring, restricting, and/or removing the ability to smoke near the wooden buildings and near combustible construction on the Property; and

ff. Defendant negligently failed to follow regulations, laws, ordinances, standards, and internal policies and procedures designed to ensure the safety, protection, and well-being of tenants and invitees.

99. Defendant is also responsible for the acts of its agents, including but not limited to Trinity Management, Life Safety Contractor, Reiter Fire Protection, and Signal Security, each of whom were acting in the course and scope of their employment and in furtherance of Defendant's interests.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

COUNT VI – NEGLIGENCE PER SE – RED TAIL MANAGEMENT

100. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73 and 97-99.

101. Pursuant to the rules and regulations of the State of Florida, including but not limited to the Florida Landlord-Tenant Act and Florida Statute 83.51(2); the Florida Fire Prevention Code and Florida Statute 633.202, 633.308, 633.348(7), and the incorporated standards set forth by the National Fire Protection Association (NFPA), including but not limited to 1, 10, 13, 25, 72, and 101; the Florida Building Code, Florida Statute 553.73 and 553.80; the Florida

Building Code Residential R301.1; the Florida Administrative Code and FAC 69A-48.006, 69A-21.240; the Property Maintenance Code of Leon County (Ch 5, Art IV, Leon County Ordinances) incorporating the International Code Council Property Maintenance Code; The Fire Prevention Code of Leon County, Florida (Ch 5, Art II, Div III, Leon County Ordinances); and the Tallahassee Property Maintenance Code (Ch 3, Art XI Code of Ordinances) incorporating the International Property Maintenance Code (2003 Edition). Defendant owed a duty to construct, equip, maintain, and use the Property in accordance with the applicable laws, ordinances and codes, so as to protect tenants and invitees against dangerous conditions, unreasonable injury, and death.

102. The purpose of the laws, ordinances, and codes is to protect tenants and invitees from the harmful effects of residential fires. Tenants and invitees were members of the class of persons protected by these rules, regulations, laws, ordinances, codes, and standards.

103. Defendant knew or should have known that the Property was not constructed, equipped, maintained, and/or used in a manner that would protect tenants and invitees, from the harmful effects of fire and that the Property was in violation of applicable rules, regulations, laws, ordinances, codes, and standards.

104. By violating the governing rules, regulations, laws, ordinances, codes, and standards, Defendant breached its statutory duties of care to tenants and invitees.

105. Defendant's breach(es) of these duties was (were) the direct and proximate cause of the injury and death to the tenants and invitees.

106. As a result of Defendant's breaches, wrongful acts, neglect, omissions, failures and/or default the tenants and invitees are entitled to damages.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

COUNT VII – PREMISES LIABILITY – OWNER, TRINITY MANAGEMENT &  
RED TAIL MANAGEMENT

107. Plaintiffs re-allege and reincorporate by reference all previous paragraphs.

108. Owner, Trinity Management, and Red Tail Management controlled the Property and owed a duty of reasonable care to all persons lawfully on the premises to ensure there were no dangerous conditions therein.

109. Defendants breached said duty by allowing the aforementioned unreasonably dangerous conditions to exist on the Property as of the date of the fire.

110. Plaintiffs were in the class of persons intended to be protected by said duty and by compliance with statutes, regulations, and codes governing facilities such as the Property, and who as a direct and proximate result of Defendant's negligence were caused to suffer fire-related injuries and losses.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Owner, Trinity Management, and Red Tail Management, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

COUNT VIII — NEGLIGENCE – LIFE SAFETY CONTRACTOR

111. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73.

112. Defendant owed a non-delegable duty and was required to fulfill the terms of its contract to provide fire alarms, fire protection systems, and life safety systems that provided for the reasonable safety of the Property and of the tenants and invitees.

113. Defendant negligently failed to adhere to the appropriate standard of care with respect to the following:

a. the installation, inspection, maintenance, and certification of fire alarms, fire protection systems, and life safety systems;

b. providing early warning of dangerous conditions, to wit: the emergence of a destructive and deadly fire;

b. providing a reasonable measure of time though the activation of alarms to allow for the egress of tenants and invitees from the residential units and from the Property before the obscuration by smoke and fire of available paths of egress;

d. providing operational fire extinguishing and fire suppression systems.

114. Defendant owed a duty of care to Plaintiffs to ensure the premises were reasonably safe and to provide adequate fire alarms, fire protection systems, and life safety systems.

115. Defendant breached its duty to exercise reasonable care with regard to tenants and invitees in the following manner, including but not limited to, the following specific acts or omissions:

a. Defendant negligently installed, inspected, maintained, and certified building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points, each of which were designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency.

b. Defendant negligently advised, discussed, informed, counseled, protected, and warned Owner, Trinity Management, Red Tail Management, and the tenants and invitees from dangerous conditions on the Property, including fire and safety hazards;

c. Defendant negligently failed to adhere to legislation, ordinances, building codes, housing codes, fire codes, safety codes, and licensing regulations;

d. Defendant negligently failed to enact and enforce policies, procedures, and industry best practices for the benefit of Owner, Trinity Management, Red Tail Management, and the tenants and invitees;

e. Defendant negligently selected, hired, employed, educated, and trained its agents, employees, and representatives;

f. Upon information and belief, Defendant negligently failed to educate, train, and warn its agents, employees, and representatives and further failed to educate, train, and warn Owner, Trinity Management, Red Tail Management, tenants and invitees regarding the industry-wide risk associated with failed building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points in residential buildings; and

h. Defendant negligently failed to follow regulations, laws, ordinances, and internal policies and procedures designed to ensure the safety, protection, and well-being of tenants and invitees.

116. Defendant is also responsible for the acts of its agents, each of whom were acting in the course and scope of their employment and in furtherance of Defendant's interests.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

COUNT IX – NEGLIGENCE PER SE – LIFE SAFETY CONTRACTOR

117. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73 and 112-116.

118. Pursuant to the rules and regulations of the State of Florida, including but not limited to the Florida Fire Prevention Code and Florida Statute 633.202, 633.308, 633.348(7), and the incorporated standards set forth by the National Fire Protection Association (NFPA), including but not limited to 1, 10, 13, 25, 72, and 101; the Florida Building Code, Florida Statute 553.73 and 553.80; the Florida Building Code Residential R301.1; the Florida Administrative Code and FAC 69A-48.006, 69A-21.240; the Property Maintenance Code of Leon County (Ch 5, Art IV, Leon County Ordinances) incorporating the International Code Council Property Maintenance Code; The Fire Prevention Code of Leon County, Florida (Ch 5, Art II, Div III, Leon County Ordinances); and the Tallahassee Property Maintenance Code (Ch 3, Art XI Code of Ordinances) incorporating the International Property Maintenance Code (2003 Edition). Defendant owed a duty to construct, equip, maintain, and use the Property in accordance with the applicable laws, ordinances and codes, so as to protect tenants and invitees against dangerous conditions, unreasonable injury, and death.

119. The purpose of the laws, ordinances, and codes is to protect tenants and invitees from the harmful effects of residential fires. Tenants and invitees were members of the class of persons protected by these rules, regulations, laws, ordinances, codes, and standards.

120. Defendant knew or should have known that the Property was not constructed, equipped, maintained, and/or used in a manner that would protect tenants and invitees, from the harmful effects of fire and that the Property was in violation of applicable rules, regulations, laws, ordinances, codes, and standards.

121. By violating the governing rules, regulations, laws, ordinances, codes, and standards, Defendant breached its statutory duties of care to tenants and invitees.

122. Defendant's breach(es) of these duties was (were) the direct and proximate cause of the injury and death to the tenants and invitees.

123. As a result of Defendant's breaches, wrongful acts, neglect, omissions, failures and/or default the tenants and invitees are entitled to damages.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

COUNT X — NEGLIGENCE – REITER FIRE PROTECTION

124. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73.

125. Defendant owed a non-delegable duty and was required to fulfill the terms of its contract to provide fire alarms, fire protection systems, and life safety systems that provided for the reasonable safety of the Property and of the tenants and invitees.

126. Defendant negligently failed to adhere to the appropriate standard of care with respect to the following:

a. the installation, inspection, maintenance, and certification of fire alarms, fire protection systems, and life safety systems;

b. providing early warning of dangerous conditions, to wit: the emergence of a destructive and deadly fire;

c. providing a reasonable measure of time though the activation of alarms to allow for the egress of tenants and invitees from the residential units and from the Property before the obscuration by smoke and fire of available paths of egress;

e. providing operational fire extinguishing and fire suppression systems.

127. Defendant owed a duty of care to Plaintiffs to ensure the premises was reasonably safe and to provide adequate fire alarms, fire protection systems, and life safety systems.

128. Defendant breached its duty to exercise reasonable care with regard to tenants and invitees in the following manner, including but not limited to, the following specific acts or omissions:

a. Defendant negligently installed, inspected, maintained, and certified building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points, each of which were designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency.

b. Defendant negligently advised, discussed, informed, counseled, protected, and warned Owner, Trinity Management, Red Tail Management, and the tenants and invitees from dangerous conditions on the Property, including fire and safety hazards;

c. Defendant negligently failed to adhere to legislation, ordinances, building codes, housing codes, fire codes, safety codes, and licensing regulations;

d. Defendant negligently failed to enact and enforce policies, procedures, and industry best practices for the benefit of Owner, Trinity Management, Red Tail Management, and the tenants and invitees;

e. Defendant negligently selected, hired, employed, educated, and trained its agents, employees, and representatives;

f. Upon information and belief, Defendant negligently failed to educate, train, and warn its agents, employees, and representatives and further failed to educate, train, and

warn Owner, Trinity Management, Red Tail Management, tenants and invitees regarding the industry-wide risk associated with failed building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points in residential buildings; and

i. Defendant negligently failed to follow regulations, laws, ordinances, and internal policies and procedures designed to ensure the safety, protection, and well-being of tenants and invitees.

129. Defendant is also responsible for the acts of its agents, each of whom were acting in the course and scope of their employment and in furtherance of Defendant's interests.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

COUNT XI – NEGLIGENCE PER SE – REITER FIRE PROTECTION

130. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73 and 125-129.

131. Pursuant to the rules and regulations of the State of Florida, including but not limited to the Florida Fire Prevention Code and Florida Statute 633.202, 633.308, 633.348(7), and the incorporated standards set forth by the National Fire Protection Association (NFPA), including but not limited to 1, 10, 13, 25, 72, and 101; the Florida Building Code, Florida Statute 553.73 and 553.80; the Florida Building Code Residential R301.1; the Florida Administrative Code and FAC 69A-48.006, 69A-21.240; the Property Maintenance Code of Leon County (Ch 5, Art IV, Leon County Ordinances) incorporating the International Code Council Property Maintenance Code; The Fire Prevention Code of Leon County, Florida (Ch 5, Art II, Div III, Leon County Ordinances);

and the Tallahassee Property Maintenance Code (Ch 3, Art XI Code of Ordinances) incorporating the International Property Maintenance Code (2003 Edition). Defendant owed a duty to construct, equip, maintain, and use the Property in accordance with the applicable laws, ordinances and codes, so as to protect tenants and invitees against dangerous conditions, unreasonable injury, and death.

132. The purpose of the laws, ordinances, and codes is to protect tenants and invitees from the harmful effects of residential fires. Tenants and invitees were members of the class of persons protected by these rules, regulations, laws, ordinances, codes, and standards.

133. Defendant knew or should have known that the Property was not constructed, equipped, maintained, and/or used in a manner that would protect tenants, from the harmful effects of fire and that the Property was in violation of applicable rules, regulations, laws, ordinances, codes, and standards.

134. By violating the governing rules, regulations, laws, ordinances, codes, and standards, Defendant breached its statutory duties of care to tenants and invitees.

135. Defendant's breach(es) of these duties was (were) the direct and proximate cause of the injury and death to the tenants and invitees.

136. As a result of Defendant's breaches, wrongful acts, neglect, omissions, failures and/or default the tenants and invitees are entitled to damages.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

COUNT XII — NEGLIGENCE – SIGNAL SECURITY

137. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73.

138. Defendant owed a non-delegable duty and was required to fulfill the terms of its contract to provide general surveillance for the Property and to provide a fire watch pursuant to existing regulations and best practices that ensured the reasonable safety of the Property and of the tenants and invitees.

139. Defendant negligently failed to adhere to the appropriate standard of care with respect to the following:

- a. conducting surveillance at the Property;
- b. improperly characterizing its surveillance as a fire watch;
- c. performing nothing more than 13 drive-by visits to the Property each night, and leaving the Property after conducting the drive-by;
- d. ensuring strict compliance with protocols and standards for conducting an actual fire watch pursuant to existing regulations and best practices.
- e. conducting continuous patrols of residential spaces to detect fire, smoke, or hazards;
- f. having trained personnel, competent in extinguishers, checking all floors, common areas, and mechanical rooms for smoke/heat;
- g. compiling document logs with times, areas, conditions, and signatures for its surveillance of the Property;
- h. providing early warning of dangerous conditions, to wit: the emergence of a destructive and deadly fire;
- i. providing a reasonable measure of time for the egress of tenants and invitees from the residential units and from the Property before the obscuration by smoke and fire of available paths of egress; and

j. providing reasonable and timely alerts with respect to the fire and transmitting information efficiently to emergency dispatchers, first responders, Owner, Trinity Management, Red Tail Management, tenants and invitees.

140. Defendant owed a duty of care to Plaintiffs to ensure the premises were reasonably safe and to provide adequate fire watch for their benefit and protection.

141. Defendant breached its duty to exercise reasonable care with regard to tenants and invitees in the following manner, including but not limited to, the following specific acts or omissions:

a. Defendant negligently conducted a fire watch which was designed and intended to allow tenants and invitees to exit their residential units and the Property in the event of an emergency.

b. Defendant negligently advised, discussed, informed, counseled, protected, and warned Owner, Trinity Management, Red Tail Management, and the tenants and invitees regarding the actual requirements associated with a fire watch and mischaracterized the general surveillance being provided as being a “fire watch”;

c. Defendant negligently advised, discussed, informed, counseled, protected, and warned Owner, Trinity Management, Red Tail Management, and the tenants and invitees from dangerous conditions on the Property, including fire and safety hazards;

d. Defendant negligently failed to adhere to legislation, ordinances, fire codes, safety codes, and licensing regulations;

e. Defendant negligently failed to enact and enforce policies, procedures, and industry best practices for the benefit of Owner, Trinity Management, Red Tail Management, and the tenants and invitees;

f. Defendant negligently selected, hired, employed, educated, and trained its agents, employees, and representatives;

g. Upon information and belief, Defendant negligently failed to educate, train, and warn its agents, employees, and representatives and further failed to educate, train, and warn Owner, Trinity Management, Red Tail Management, tenants and invitees regarding the industry-wide risk associated with failed building equipment and systems, including but not limited to fire alarms, fire protection systems, life safety systems, and emergency / secondary egress points in residential buildings; and

h. Defendant negligently failed to follow regulations, laws, ordinances, and internal policies and procedures designed to ensure the safety, protection, and well-being of tenants and invitees.

142. Defendant is also responsible for the acts of its agents, each of whom were acting in the course and scope of their employment and in furtherance of Defendant's interests.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

#### COUNT XIII – NEGLIGENCE PER SE – SIGNAL SECURITY

143. Plaintiffs re-allege and reincorporate by reference paragraphs 1 through 73 and 138-142.

144. Pursuant to the rules and regulations of the State of Florida, including but not limited to the Florida Fire Prevention Code and Florida Statute 633.202, 633.308, 633.348(7), and the incorporated standards set forth by the National Fire Protection Association (NFPA), including but not limited to 1, 10, 13, 25, 72, and 101; and The Fire Prevention Code of Leon County, Florida

(Ch 5, Art II, Div III, Leon County Ordinances). Defendant owed a duty to conduct a fire watch in accordance with the applicable laws, ordinances and codes, so as to protect tenants and invitees against dangerous conditions, unreasonable injury, and death.

145. The purpose of the laws, ordinances, and codes is to protect tenants and invitees from the harmful effects of residential fires. Tenants and invitees were members of the class of persons protected by these rules, regulations, laws, ordinances, codes, and standards.

146. Defendant knew or should have known that the Property was not constructed, equipped, maintained, and/or used in a manner that would protect tenants and invitees, from the harmful effects of fire and that the Property was in violation of applicable rules, regulations, laws, ordinances, codes, and standards.

147. By violating the governing rules, regulations, laws, ordinances, codes, and standards, governing a fire watch, Defendant breached its statutory duties of care to tenants and invitees.

148. Defendant's breach(es) of these duties was (were) the direct and proximate cause of the injury and death to the tenants and invitees.

149. As a result of Defendant's breaches, wrongful acts, neglect, omissions, failures and/or default the tenants and invitees are entitled to damages.

WHEREFORE, the Plaintiffs demand judgment for damages, costs, and prejudgment and post-judgment interest against the Defendant, and demand trial by jury of all issues so triable and such other relief the Court deems proper.

#### COUNT XIV – DAMAGES

150. Plaintiffs re-allege and reincorporate by reference all paragraphs above.

151. As a result of Defendants' conduct, Plaintiffs have sustained damages and injuries, including but not limited to physical injuries; emotional and mental anguish and suffering; loss of enjoyment of life; economic losses; past, present, and future medical expenses; past, present, and future pain and suffering; property damage; and loss of use of property.

152. Plaintiffs claim all other damages recoverable under Florida law, shown at the trial of this matter.

153. Defendants' individual and collective actions and omissions were the proximate and/or substantial contributing cause of Plaintiffs' injuries and the damages described herein.

154. Defendants' individual and collective actions and omissions were the proximate and/or substantial contributing cause of the subject fire and of the resulting injuries to the Plaintiffs. The acts and/or omissions of Defendants constitute the combined, concurrent, and joint negligence and strict liability for which Defendants are liable to the Plaintiffs.

#### COUNT XV – WRONGFUL DEATH

155. Plaintiff Yashkumar Harsoda re-alleges and incorporates by reference all preceding paragraphs.

156. Owner, Trinity Management, Red Tail Management, were the entities exercising control of the Property. As such, each Defendant had a non-delegable duty to maintain the Property in a reasonably safe condition and to provide for the safety and security of all tenants and invitees, including Decedent.

157. Life Safety Company and Reiter Fire Protection owed a non-delegable duty and were required to fulfill the terms of their respective contracts to provide fire alarms, fire protection systems, and life safety systems that provided for the reasonable safety of the Property and of the tenants and invitees,

158. Signal Security owed a non-delegable duty and was required to fulfill the terms of its contract to provide general surveillance for the Property and to provide a fire watch pursuant to existing regulations and best practices that ensured the reasonable safety of the Property and of the tenants and invitees

159. The Defendants failed to act with reasonable care and further failed to provide a reasonably safe, reasonably secure premises for the benefit of tenants and invitees, including Decedent.

160. The Fire was the direct and proximate cause of the injury to and the death of Decedent.

161. As a result of the Defendants' actions and failures to act with reasonable care, Decedent was wrongfully deprived of his life and endured pain and suffering, mental anguish, loss of the capacity for the enjoyment of life, and the expense of hospitalization, medical and nursing care and treatment. Decedent incurred medical and funeral expenses, lost the ability to earn money, and lost the prospective net accumulations during his natural life. The losses are permanent.

162. The Decedent's estate and statutory survivors each lost and will continue to lose future support and services, companionship, protection, instruction, guidance, mental pain and suffering, loss of earnings, loss of prospective net accumulations and incurred medical and funeral expenses due to Decedent's death.

WHEREFORE, Plaintiff Yashkumar Harsoda demands judgment for damages, costs, and prejudgment interest against the Defendant, on behalf of the Estate of Preetkumar Harsoda, and demands trial by jury of all issues so triable and such other relief the Court deems proper.

JURY DEMAND

Individually and collectively, the Plaintiffs respectfully request a jury trial on all issues so triable, judgment against the Defendants, and all damages allowed under law, in an amount to be determined by the jury, together with all costs and prejudgment and post-judgment interest, and for any such other general relief which the Court and jury may deem appropriate.

Respectfully submitted, this 14th day of May, 2026.

/s/ J. Ryan Will  
J. Ryan Will  
Florida Bar Number: 0024122  
Morgan & Morgan, P.A.  
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Attorney for Plaintiffs

# EXHIBIT “A”

IN THE CIRCUIT COURT FOR LEON COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

File No. **2026 CP 249**

PREETKUMAR HARSODA,

Deceased.

\_\_\_\_\_ /

**ORDER APPOINTING PERSONAL REPRESENTATIVE  
(intestate - single)**

On the petition of YASHKUMAR HARSODA for administration of the estate of PREETKUMAR HARSODA, deceased, the court finding that the decedent died on December 28, 2025; and that YASHKUMAR HARSODA is entitled to appointment as personal representative by reason of he is the brother of the decedent and working with the attorneys of Morgan & Morgan, P.A., who represent him in a pending personal injury claim, to represent and probate the Estate for the purposes of the continued pursuit of personal injury based wrongful death claims on behalf of the heirs and survivors, and he is willing and capable, and is qualified to be personal representative, it is

ADJUDGED that YASHKUMAR HARSODA is appointed personal representative of the estate of the decedent, and that upon taking the prescribed oath, filing the designation and acceptance of resident agent, and entering into bond in the sum of \$0.00, letters of administration shall be issued.

DONE and ORDERED in Chambers at Tallahassee, Leon County, Florida on Tuesday, March 24, 2026.

37-2026-CP-000249-1000M 03/24/2026 04:44:50 PM



Jason Jones, Circuit Judge  
37-2026-CP-000249-1000M 03/24/2026 04:44:50 PM

Copies via eportal,

**Attorney to mail all non-erved copies,**