

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE, FLORIDA

CARLOS JAVIER VIERA PERDOMO,

Plaintiff,

vs.

NICHOLAS MAOUNIS and  
SUSAN MAOUNIS,

CASE NO.: 2023-020906 CA 01

Defendants.

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**PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT FOR DAMAGES**

Plaintiff, CARLOS JAVIER VIERA PERDOMO, by and through the undersigned attorney, hereby files Plaintiff's Motion for Leave to Amend Complaint for Damages and, in support thereof, states as follows:

1. On or about August 7, 2023 Plaintiff filed a Complaint for Damages against Defendants Nicholas Maounis and Susan Maounis.
2. Throughout the course of discovery, Plaintiff learned that a general contracting company by the name of Inspirata Management Company, LLC d/b/a Inspirata Group, may have had possession of the property where Plaintiff was injured, while remodeling the property.
3. Plaintiff now seeks leave to amend the Complaint for Damages to name Inspirata Management Company, LLC d/b/a Inspirata Group as a Defendant in this case.
4. Rule 1.190, Fla. R. Civ. P., provides for the amendment of pleadings.
5. In reversing the trial court's denial of the plaintiff's request for leave to amend his pleadings, the Second District in Carter v. Ferrell, 666 So.2d 556, 557 (Fla. 2d DCA 1995),

recognized that, “The public policy of Florida is to freely allow amendment of pleadings.” The court went on to state:

Although Carter’s request **initially came just before trial**, the case had been pending less than a year. While we recognize that a trial court’s ruling on an amendment rests within its sound discretion, **refusal to allow an amendment constitutes an abuse of discretion unless it clearly appears that the amendment would prejudice the opposing party, the privilege to amend has been abused, or amendment would be futile.**

Id. (emphasis added).

6. In this case, Plaintiff has not abused the privilege to amend the pleadings, and amendment of the pleadings would not be futile.

7. No prejudice will befall Defendant if Plaintiff is granted leave to amend.

8. Based on the foregoing, Plaintiff seeks leave of court to amend the Complaint and moves to have the proposed Amended Complaint attached hereto as Exhibit “A” deemed filed as of the date the court grants this motion.

WHEREFORE, Plaintiff, respectfully requests this Honorable Court enter an Order granting Plaintiff’s Motion for Leave to Amend Complaint for Damages.

### **CERTIFICATE OF SERVICE**

I certify that a copy hereof has been furnished via e-mail service or e-portal service to:  
Natalie Inchaustegui-Duenas, Esq. and Kimberly Archila, Esq., Hamilton, Miller & Birthisel, LLP,  
150 SE 2<sup>nd</sup> Ave., Suite 1200, Miami, FL 33131, ([duenas-group@hamiltonmillerlaw.com](mailto:duenas-group@hamiltonmillerlaw.com)), this 8  
October 2024.

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IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CARLOS JAVIER VIERA PERDOMO,

Plaintiff,

vs.

NICHOLAS MAOUNIS, SUSAN MAOUNIS, and  
INSPIRATA MANAGEMENT COMPANY, LLC.  
d/b/a THE INSPIRATA GROUP, LLC

CASE NO.: 2023-020906 CA 01

Defendants.

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**AMENDED COMPLAINT FOR DAMAGES**

Plaintiff, CARLOS JAVIER VIERA PERDOMO, by and through the undersigned counsel, hereby sues Defendants, NICHOLAS MAOUNIS, SUSAN MAOUNIS, and INSPIRATA MANAGEMENT CO. LLC d/b/a THE INSPIRATA GROUP, LLC (“INSPIRATA”) states as follows:

1. This is an action for damages in excess of Fifty Thousand Dollars (\$50,000.00), exclusive of interest and costs.
2. At all times material hereto, Plaintiff was a resident of Miami-Dade County, Florida, and is sui juris.
3. At all times material hereto, Defendants Nicholas and Susan Maounis were residents of Miami-Dade County, Florida, and are sui juris.
4. At all times material hereto, Defendant, Inspirata is registered in and doing business in Miami-Dade County.
5. Venue is proper in Miami-Dade County because the subject accident occurred in Miami-Dade County, Florida.

**COUNT I – NEGLIGENCE AGAINST NICHOLAS AND SUSAN MAOUNIS**

6. On May 13, 2022, Defendants Nicolas and Susan Maounis owned a home located at 5465 Pine Tree Drive, Miami Beach, FL 33140 (“the subject premises”).

7. On May 13, 2022, Plaintiff was an invitee at the subject premises to repair the elevator in the Maounis’s home.

8. On May 13, 2022, Defendants Nicholas and Susan Maounis owed a duty to Plaintiff to:

- a) not create a dangerous condition(s) at the subject premises;
- b) maintain the subject premises in a reasonably safe condition, free from any dangerous conditions they knew, or should have known, existed; and
- c) warn Plaintiff of any dangerous conditions Defendants created or that Defendants knew or should have known existed at the subject premises.
- d) anticipate harm to Plaintiff despite a dangerous condition.

9. On May 13, 2022, Defendants breached their duty to Plaintiff by the following acts/omissions:

- a) creating a dangerous condition at the subject premises, to wit: requiring Plaintiff to wear slip-on coverings over this work shoes that were extremely slippery and unfit for traversing while performing work at the subject premises
- b) failing to maintain the subject premises in a reasonably safe condition, free from any dangerous conditions they knew, or should have known, existed,
- c) failing to warn Plaintiff of the dangerous condition Defendants created or that Defendants knew or should have known existed at the subject premises,
- d) failing to anticipate the harm, even if the harm is open and obvious.

e) directing control over the work performed by Inspirata in a manner that was not reasonably safe, and

f) creating or approving of a dangerous condition.

9. As a result Defendants' breach of their duty, Plaintiff slipped and fell while working on the elevator at the subject premises and suffered bodily injury, resulting pain and suffering, disability, disfigurement, loss of earnings, loss of capacity for the enjoyment of life, expense of hospitalization, medical, and nursing care and treatment, and/or aggravation of a previously existing condition. Plaintiff's losses are either permanent or continuing in nature and Plaintiff will suffer these losses in the future.

#### **COUNT II – NEGLIGENCE AGAINST DEFENDANT, INSPIRATA**

10. On May 13, 2022, Defendant Inspirata, was a general contractor actively remodeling and in possession of the subject premises located at 5465 Pine Tree Drive, Miami Beach, FL 33140.

11. On May 13, 2022, Plaintiff was an invitee at the subject premises to repair the elevator in the Maounis's home.

12. On May 13, 2022, Defendant, Inspirata owed a duty to Plaintiff to:

- a) not create a dangerous condition(s) at the subject premises;
- b) maintain the subject premises in a reasonably safe condition, free from any dangerous conditions they knew, or should have known, existed; and
- c) warn Plaintiff of any dangerous conditions Defendants created or that Defendants knew or should have known existed at the subject premises.
- d) anticipate harm to Plaintiff despite a dangerous condition.

13. On May 13, 2022, Defendant breached its duty to Plaintiff by the following

acts/omissions:

- a) creating a dangerous condition at the subject premises, to wit: requiring Plaintiff to wear slip-on coverings over this work shoes that were extremely slippery and unfit for traversing while performing work at the subject premises
- b) failing to maintain the subject premises in a reasonably safe condition, free from any dangerous conditions they knew, or should have known, existed; and
- c) failing to warn Plaintiff of the dangerous condition Defendants created or that Defendants knew or should have known existed at the subject premises.
- d) failing to anticipate the harm, even if the harm is open and obvious.

14. As a result of Defendants' breach of their duty, Plaintiff slipped and fell while working on the elevator at the subject premises and suffered bodily injury, resulting pain and suffering, disability, disfigurement, loss of earnings, loss of capacity for the enjoyment of life, expense of hospitalization, medical, and nursing care and treatment, and/or aggravation of a previously existing condition. Plaintiff's losses are either permanent or continuing in nature and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiff, CARLOS JAVIER VIERA PERDOMO, demands judgment for damages against Defendants, NICHOLAS MAOUNIS, SUSAN MAONIS, and INSPIRATA MANAGEMENT COMPANY, L.L.C d/b/a THE INSPIRATA GROUP and further demands a trial by jury of all issues triable as a matter of right by jury.

Dated this 8<sup>th</sup> day of October, 2024.

Respectfully submitted,

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