

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

IRENEE BICABA and
EILEEN BICABA,
as husband and wife,

CASE NO.: 2025-000897-CA-01

Plaintiffs,

v.

CITADEL PLAZA, LLC,
a Florida limited liability company,
135 MEMORIAL LLC,
a Florida limited liability company, and
DELMAS HOMES, LLC,
a Florida limited liability company,
NORTH MIAMI SELF STORAGE, LLC,
a Florida limited liability company,

Defendants.

/

AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiffs, Irenee Bicaba and Eileen Bicaba (hereinafter “Bicabas”), sue the Defendants, CITADEL PLAZA, LLC, a Florida limited liability company (hereinafter “Citadel Plaza”), DELMAS HOMES, LLC, a Florida limited liability company (hereinafter “Delmas Homes”), NORTH MIAMI SELF STORAGE, LLC, a Florida limited liability company (hereinafter “North Miami Self Storage”), and 135 MEMORIAL LLC, a Florida limited liability company (hereinafter “135 Memorial”), and states as follows:

GENERAL ALLEGATIONS

1. This is an action for damages exceeding the sum of \$75,000.00 exclusive of pre-judgment interest, attorneys fees and costs, and is otherwise within the exclusive jurisdiction of this Court.

2. The Bicabas are, husband and wife, sui juris, above the age of 18 and residents of Miami-Dade County, Florida. The Bicabas own a residence located at 13350 N.E. 3rd Court, Miami, Florida 33161 (“Home”) immediately (or almost immediately) adjacent to the properties which are the subject of this litigation.

3. Defendant, Citadel Plaza, is a Florida limited liability company with its principal office located in Miami-Dade County, Florida.

4. Defendant, Delmas Homes, is a Florida limited liability company with its principal office located in Miami-Dade County, Florida.

5. Defendant, North Miami Self Storage, is a Florida limited liability company with its principal office located in Miami-Dade County, Florida.

6. Defendant, 135 Memorial, is a Florida limited liability company with its principal office located in Miami-Dade County, Florida.

7. This Court has personal and subject matter jurisdiction over the parties to this action.

8. Jurisdiction is proper as to Citadel Plaza as it is a Florida limited liability company. Venue is also proper as to Citadel Plaza as Citadel Plaza has its principal office in Miami-Dade County, Florida. In addition, the causes of action sued upon accrued in Miami-Dade County, Florida.

9. Jurisdiction is proper as to Delmas Homes as it is a Florida limited liability company. Venue is also proper as to Delmas Homes as Delmas, Homes has its principal office in Miami-Dade County, Florida. In addition, the causes of action sued upon accrued in Miami-Dade County, Florida.

10. Jurisdiction is proper as to North Miami Self Storage as it is a Florida limited liability company. Venue is also proper as to North Miami Self Storage as North Miami Self Storage has its principal office in Miami-Dade County, Florida. In addition, the causes of action sued upon accrued in Miami-Dade County, Florida

11. Jurisdiction is proper as to 135 Memorial as it is a Florida limited liability company. Venue is also proper as to 135 Memorial as 135 Memorial has its principal office in Miami-Dade County, Florida. In addition, the causes of action sued upon accrued in Miami-Dade County, Florida.

12. Venue is proper in Miami-Dade County, Florida pursuant to Florida Statute § 47.051 because it is the venue in which all causes of action accrued and where the commercial property and the Bicabas' property in question are located.

13. The Bicabas as owners of 13350 N.E. 3rd Court, Miami, Florida 33161, are entitled to bring forth the claims in this lawsuit against the Defendants for damages caused by the Defendants construction and development activities on three (3) adjacent properties located at: 13400 N.E. 3rd Court, North Miami, Florida (the "Citadel"); 250 N.E. 135th Street (the "Storage Unit"); and Delmas North Apartments.

14. Delmas North Apartments consists of two parcels of land totaling 68,296 square feet (1.57 acres), with an approximate physical location south of Citadel Plaza, 13400 NE 3rd Court, west of 13330 and 13350 NE 3rd Court, south of 13310 NE 3rd Court, north of 13270 NE 3rd Court, and specifically identified with Miami-Dade County folio numbers 06-2230-000-0121 and 06-2230-000-0122.

15. Delmas Homes is the current owner of the Delmas North Apartments parcel.

16. The Bicabas have continuously resided in their Home since 1994.

17. From 1994 through 2018, absent extremely infrequent large rain events, the Bicabas did not experience any meaningful flooding to the Home. Since then, the Defendants, at various stages, have engaged in construction that has caused the Bicabas Home to be virtually unlivable for long periods of time.

18. In 2018, the land of Citadel development was cleared and elevated by Citadel Plaza, causing extreme and unjustified water run-off onto the Bicabas' Home on the front of her property and at times creating an impassable road.

19. Thereafter, in 2020, 135 Memorial cleared and elevated the land upon which the Storage Unit development would be built, causing additional stormwater to eventually runoff from its land, through adjoining lands and eventually onto the rear of the Bicabas' Home.

20. Simultaneously, in 2020, 135 Memorial cleared and elevated the Delmas Homes property without authorization, also causing the Bicabas' backyard to further flood and also exacerbated the street flooding that was occurring as a result of Citadel's actions.

21. Upon completion of the Storage Unit development, 135 Memorial sold the land to North Miami Self Storage, which was recorded via warranty deed on February 1, 2022. North Miami Self Storage owned the land in fee simple until September 18, 2024, when North Miami Self Storage sold the land to SMST 250 NE 135th St, LLC.

22. From 2020 through 2023, Delmas Homes' and 135 Memorial's construction activities caused severe flooding to the Bicabas' Home.

23. Additionally, during the course of North Miami Self Storage's ownership of the Storage Unit development between February 1, 2022, and September 18, 2024, North

Miami Self Storage's conduct and failure to mitigate water runoff issues caused by the development further aggravated flooding conditions to the Bicabas' Home.

24. In 2018, the City of North Miami conducted maintenance activities at the stormwater catch basins near NE 135th Street, including the removal of accumulated water and sediments and regrading the area surrounding the concrete rims with gravel. In 2020, Delmas Homes (predecessor in interest 135 Memorial) illegally and without permits, cleared and elevated its property resulting in extreme backyard flooding of the adjoining single-family homes, including the Bicabas' Home, and exacerbating the flooding.

25. In response to complaints, 135 Memorial constructed a raised earthen berm along the eastern boundary of the Delmas Homes parcel, adjacent to three residential lots to the east, including the property owned by the Bicabas. The berm immediately failed (as it only re-directed the water) to prevent stormwater migration to neighboring properties. Specifically, during heavy rainfall events, surface water bypassed the berm by flowing southward, curving east around its southern end, and then traveling north through the rear yards of the three adjacent single-family homes, including the Bicabas' Home.

26. Throughout the summer of 2020, stormwater-related flooding increasingly impacted the single-family homes along NE 3rd Court, including and most severely the Bicabas' Home. On or about October 29, 2020, the Bicabas' Home remained flooded for over one week, prompting a request for a code enforcement site inspection by the City of North Miami. On November 3, 2020, City of North Miami issued nuisance citations related to unauthorized tree removal and insufficient stormwater retention on the adjacent property. For some unknown reason the City of North Miami cancelled the citation and

allowed 135 Memorial (Delmas Homes predecessor) to build a wall in essentially the same location as the prior berm.

27. While the wall does extend slightly to the east, it remains ineffective, merely redirecting stormwater a short distance further east—ultimately discharging onto NE 3rd Court. The diverted water then flows back through the rear yards of adjacent properties and contributes to elevated flooding levels along NE 3rd Court. Essentially the water takes a little longer route before it returns to the Bicabas' Home. There are explicit videos demonstrating this occurrence.

28. Additional concrete wall segments were added to the Citadel wall section extending along the boundaries of the North Miami Self-Storage, LLC (hereinafter “North Miami Self-Storage” or “Self-Storage”) and Delmas Homes properties. Despite these additions, and other temporary berms, floodwaters were still observed going around the walls, traveling from the Self-Storage site across the Delmas Homes parcel, and concentrating downslope toward NE 3rd Court, until the Self-Storage was completed.

29. For example, with regard to the temporary berm in January 2023 (which was constructed days before appearing before the planning commission seeking to construct additional bonus units), a poorly constructed gravel berm was added to the Delmas Homes construction site entrance along NE 3rd Court. However, the berm was breached during the first major rainfall event of the spring season on April 12, 2023, resulting in surface flooding on the NE 3rd Court roadway. The City of North Miami then required the construction of a larger earthen berm with vegetation to slow down the current. Water flow cannot be completely stopped with dirt; it just slows down. The Bicabas' Home still floods, and the videos will support this fact.

30. The permanent walls that have been constructed dividing Delmas Homes and the Self-Storage were not constructed until the completion of the Self-Storage development. The fact is that the water from the Self-Storage now exits onto NE 135th Street and travels back to NE 3rd Court again.

31. In response to the Delmas Homes construction activities and the continued flooding of their backyard, the Bicabas, at their own expense, installed a sump pump and a French drain system in an effort to mitigate the persistent flooding.

32. A multi-agency site meeting involving the City of North Miami, Miami-Dade County, and the South Florida Water Management District was held on April 21, 2023, in response to the recurring flooding on NE 3rd Court.

33. On October 22, 2024, the Mayor and City Council of the City of North Miami met and approved a site plan application for Delmas Homes to develop an 18-unit, 2-story, townhome development with forty-five (45) surface parking spaces on the subject property.

34. On December 20, 2024, 135 Memorial sold the aforementioned Delmas Homes parcels to Delmas LLC (Miami-Dade County folio numbers 06-2230-000-0121 and 06-2230-000-0122).

35. Currently, rainfall events of varying intensity continue to result in stormwater runoff collecting along NE 3rd Court from the Delmas Homes entrance northward to the catch basin near the O'Reilly Auto Parts building located at 282 NE 135th St, Miami, FL 33161. Ponding water routinely accumulates on the Bicabas' Home and adjacent residential properties. Prolonged soil saturation has destabilized mature trees at the Bicaba Home. The soil just never dries up, especially where the two (2) walls connect.

36. There have been at least three (3) incidents where a tree has fallen because of wet rot on the Bicabas' property. The first instance, in December 2022, did not involve a tree actually falling on the structure. However, in October 2023, for the second time a large tree fell and damaged the Bicabas' roof. On June 2, 2025, a third tree, dead from excessive saturation, also collapsed and fell on the Bicabas' Home.

37. An April 18, 2025, tree inventory by Clover Tree Service identified thirty-two (32) trees in poor condition, with an estimated Seventeen Thousand Nine Hundred Fifty Dollars and 00/100 (\$17,950.00) cost for removal and cleanup.

38. On March 30, 2025, the City of North Miami documented flood conditions on NE 3rd Court, including visual confirmation of ponding stormwater in the roadway. On June 2, 2025, the Bicabas reported ponding stormwater reaching over the Citadel Plaza sidewalk and entering the elevated Fountain Manor parking lot, located at 390 NE 135th Street North Miami FL 33161.

39. City of North Miami officials observed and photographed runoff traveling from the North Miami Self-Storage parcel east along NE 135th Street and then southward to NE 3rd Court within approximately one hour following a rainfall event.

40. The Bicabas have otherwise been deprived of the use and quiet enjoyment of their Home. During the times when the Bicabas' Home is flooded due to Delmas Home's actions, the Bicabas cannot park in their driveway; are unable to receive mail; medical clinics have been unable to pick up Mrs. Bicaba's elderly father when he was residing with her; contents of Bicabas' home have been damaged; soil erosion has impacted Bicabas' home's foundation; and trees, due to water rot damage, collapsed on the Bicabas' home.

41. Moreover, due to flooding, the Bicabas have replaced an air conditioning unit, kitchen cabinetry, and as set forth above have been forced to install a sump pump and French drains in an attempt to mitigate the flooding. The sump pump and French drains have been unable to drain the excessive rainwater that the Defendants have caused to accumulate on the Bicabas' property.

42. Due to the clearance and elevation of the Delmas Homes property site (the site has been elevated), the Bicabas are enduring further extreme and unjustified water runoff onto the front and back of their Home and, which far too often, creates an impassable road. Delmas Homes' conduct and failure to mitigate water runoff issues caused by its development has further aggravated flooding conditions to the Bicabas' Home

43. Once again, and as a direct consequence of the elevation and construction activities of the Citadel Plaza, North Miami Self Storage Unit, and Delmas Homes properties, stormwater runs off from the Defendants' property and inundates and floods the Bicabas' Home and causes damage to the property.

44. Citadel Plaza was negligent in its development of the Citadel by not creating adequate drainage for stormwater and allowing and forcing stormwater to flow onto the Bicabas' Home.

45. 135 Memorial was negligent in its development of the Storage Unit by not creating adequate drainage for stormwater and allowing and forcing stormwater to flow onto the Bicabas' Home.

46. Delmas LLC and 135 Memorial were and remain negligent in their development of Delmas Homes by not creating adequate drainage for stormwater and allowing and forcing stormwater to flow onto the Bicabas' Home.

47. The Bicabas' have stacked sandbags along the doorways in order to prevent further flooding to their home. In fact, the Bicabas keep a supply of sandbags in order to attempt to minimize the flooding.

48. The Bicabas have retained the firm of Gastesi Lopez Mestre & Cobiella, PLLC. And has agreed to pay said firm a reasonable attorneys fee and costs.

**COUNT I - NUISANCE – DAMAGES
(CITADEL PLAZA, DELMAS LLC, & NORTH MIAMI SELF STORAGE)**

49. The Bicabas incorporate by reference the allegations contained in paragraph 1 through 48 above.

50. The Bicabas own and possess an actual property interest in real property that is the subject of this action.

51. The Bicabas have a clear legal right to quiet enjoyment of their property.

52. Plaintiffs' claims are for continuous torts not permanent nuisances and are therefore not barred by the four-year statute of limitation. *SDI Quarry v. Gateway Estates Park Condo. Ass'n*, 249 So. 3d 1287, 1292 (Fla. 1st DCA 2018), (the court held that in a continuing tort action the statute of limitations runs from the last tortious act).

53. In *Quarry*, the court considered ongoing blasting to be a continuous tort because each time the mining company blasted, a new cause of action arose. Similarly, each time one of the Defendants in this case continues construction and engages in actions that interfere with the natural flow of surface water, a new cause of action arises for which successive actions may be brought.

54. In this instant case, construction activities have taken place within four years of filing the Complaint. It is undeniable that construction activities have occurred in the last four years. The Bicabas have sought and continue to seek a reasonable solution to

a complex problem: severe flooding on their property due to continued construction and development activities by the Defendants on adjacent properties. Despite complaints, issuances of violations, and attempts by Defendants to mitigate the flooding, the problem persists, resulting in damage to the Bicabas' home, loss of use, and interference with their quiet enjoyment of the property. As such, Bicabas seek damages and injunctive relief to abate the nuisance and prevent further harm.

55. Furthermore, pursuant to § 95.11, Florida Statutes, actions founded on the design, planning, or construction of improvements to real property must be brought within four (4) years. This limitation period begins to run from the earliest of the date of issuance of a temporary certificate of occupancy, a certificate of occupancy, or a certificate of completion by the applicable authority. Under Florida Statutes § 95.11(3)(b), in cases involving latent defects, the limitations period does not begin to run until the defect is discovered or should have been discovered with reasonable diligence. Here, the Bicabas have alleged both ongoing and newly discovered injuries within the four-year period preceding the filing of this lawsuit.

56. Citadel Plaza, Delmas Homes, and North Miami Self Storage created or maintained a condition on their property and common area that interferes with Bicabas' use and enjoyment of their home and property. Such conditions include flooding onto Bicabas' home and local streets.

57. Citadel Plaza's, Delmas Homes', and North Miami Self Storage's conduct is not reasonable under the circumstances.

58. Citadel Plaza's, Delmas Homes', and North Miami Self Storage's interference with Bicabas' use and enjoyment of their home and property resulted in unreasonable and substantial harm to the Bicabas.

59. Citadel Plaza's, Delmas Homes', and North Miami Self Storage's maintenance of the nuisance is the natural and legal cause of the injury to the Bicabas.

60. Citadel Plaza's, Delmas Homes', and North Miami Self Storage's maintenance of the nuisance caused and will continue to cause irreparable harm to the Bicabas, including preventing the full use and enjoyment of the Bicabas' home and property.

61. The Bicabas have no adequate remedy at law for Citadel Plaza's, Delmas Homes', and North Miami Self Storage's nuisance, have a substantial likelihood of success on the merits, and a clear legal right to injunctive relief.

62. Both injunctive relief and damages are available to abate the nuisance and mitigate the harmful effects of construction to the Bicabas Home.

63. Besides actual damage to the Home, the Bicabas' have suffered a diminution in the use value of their Home.

64. Florida law imposes a duty on adjacent landowners to refrain from interfering with the natural flow of surface water as would cause harm to any adjoining land.

65. When any party improves his land, thereby causing surface waters to damage his neighbor's property, the reasonable use rule shall be applied in order to settle the controversy.

66. The flooding has and will continue to cause irreparable injury as it will continue unless the Defendants take proper action to alleviate the flooding and are enjoined from further construction.

67. The Bicabas do not have an adequate remedy at law.

68. The Bicabas have a substantial likelihood of success on the merits.

69. The requested injunction will serve the public interest, as not only is the flooding created by the Defendants flooding the Bicabas' Home, in fact the surrounding homes are also suffering the effects of the flooding as well.

WHEREFORE, the Bicabas demand damages against Citadel Plaza, Delmas Homes, and North Miami Self Storage, specifically the flooding on the Bicabas Home and property; and requiring curing and abating said nuisance, and for any other relief this Court may deem just and equitable.

**COUNT II - NUISANCE – DAMAGES
(135 MEMORIAL)**

70. The Bicabas incorporate by reference the allegations contained in paragraph 1 through 48 above.

71. The Bicabas own and possess an actual property interest in real property that is the subject of this action.

72. As the former owner and developer of the property later acquired by Delmas Homes, 135 Memorial had control over the subject property during the critical period of its initial development.

73. During this time, 135 Memorial undertook site development activities, including grading, drainage planning, and stormwater system installation, which significantly altered the natural flow of surface water. Despite

its obligation under local and state law to ensure that development activities did not unreasonably interfere with neighboring properties, 135 Memorial's actions created a condition on the land that allowed for the uncontrolled discharge or redirection of surface water onto the Bicabas' Home. These development decisions—including the alleged failure to implement adequate retention or conveyance systems, overgrading, or improper stormwater design—constituted a continuing and unreasonable interference with the use and enjoyment of the Bicabas' neighboring residential Home.

74. This failure to abate the harmful condition and its continuing effects amounts to maintenance of a private nuisance, even if the ultimate sale of the property transferred title to Delmas Homes. Under Florida law, a predecessor-in-interest can be held liable for creating a nuisance where the nuisance was created by the predecessor while in possession of the land, and the nuisance continued to cause harm after the property was conveyed. *Baum v. Coronado Condo. Ass'n*, 376 So. 2d 914, 918 (Fla. Dist. Ct. App. 1979).

75. Liability attaches particularly even if the successor, such as Delmas Homes, merely inherited or exacerbated the pre-existing harmful condition rather than independently creating it. *Id.*

76. Accordingly, 135 Memorial may be liable for creating and maintaining a private nuisance during its period of ownership, and such liability does not cease simply because the property was later conveyed to Delmas Homes.

WHEREFORE, the Bicabas demand damages against 135 Memorial, specifically the flooding on the Bicabas Home and property; and requiring curing and abating said nuisance, and for any other relief this Court may deem just and equitable.

**COUNT III - NUISANCE – INJUNCTIVE RELIEF
(DELMAS HOMES)**

77. The Bicabas incorporate by reference the allegations contained in paragraph 1 through 48 above.

78. The Bicabas have no adequate remedy at law for Delmas Home's future diversion of surface waters during the development of the Delmas Homes parcel as the injury to the Bicabas' land and home is both temporary and reoccurring in nature and the Bicabas request both preliminary and final injunctive relief.

79. Delmas Home's diversion of surface waters onto Bicabas' property, as described above, constitutes a continuing tort (i.e., nuisance) and prevents the Bicabas from using their respective property and interferes with and impairs the intended use or uses of the premises.

80. Absent injunctive relief, the Bicabas will suffer irreparable harm and injury when it rains, and flood waters cover all or substantially all of their land and deposit silt, trash and debris onto their property.

81. For the reasons stated above, the Bicabas have a substantial likelihood of success on the merits and a clear legal right to the relief sought to justify injunctive relief.

82. **WHEREFORE**, the Bicabas demand entry of an injunction, preliminary and final, against Delmas Homes prohibiting the continued maintenance of a nuisance on their property, specifically the flooding on Bicabas' Home and property, and requiring

curing and abating said nuisance, and for any other relief this Court may deem just and equitable; and any such other relief this court deems just and proper.

COUNT IV
NEGLIGENCE
(CITADEL PLAZA, DELMAS HOMES, NORTH MIAMI SELF STORAGE,
& 135 MEMORIAL)

83. The Bicabas incorporate by reference the allegations contained in paragraph 1 through 48 above.

84. Defendants owed a duty to manage stormwater responsibly and to take reasonable measures to prevent harm to neighboring properties, including the Bicabas' home. This duty included conducting proper site planning, ensuring adequate stormwater management, and implementing preventative measures to avoid runoff and flooding on adjacent properties.

85. Defendants breached this duty by engaging in negligent actions and omissions, including, but not limited to, improper grading of the construction site, failure to design and maintain an effective stormwater drainage system, and neglecting to implement adequate erosion and sediment control measures. These breaches allowed uncontrolled stormwater runoff, pooling, and erosion to directly impact the Bicabas' property.

86. As a direct and proximate result of Defendants' negligence, severe flooding occurred on the Bicabas' property. This flooding caused substantial damages, including compromised foundation integrity, structural issues in the residence, and the collapse of multiple trees. The flooding also created ongoing hazards, including standing water causing soil destabilization and increasing risks of mold and other health-related issues.

87. Furthermore, the flooding has consistently rendered the property unsuitable and inaccessible during periods of heavy rainfall and storms, depriving the Bicabas of the full and ordinary use of their home. The Bicabas were forced to incur considerable expenses for temporary and insufficient mitigation measures, such as the installation of a sump pump and French drainage systems. Additionally, significant out-of-pocket costs were spent on repairing damages, including, but not limited to, replacing roof elements, restoring cabinetry damaged by water, and addressing unforeseen structural failures.

88. Despite repeated complaints and demands made by the Bicabas to the defendants, the harmful conditions remained unaddressed, demonstrating a continued disregard for their duty of care. The negligence of the Defendants has caused ongoing financial burdens, emotional distress, and a significant disruption to the Bicabas' peaceful enjoyment of their property.

89. Delmas Homes had a duty to reasonably control surface water resulting from its land development. It breached that duty by designing and constructing a noncompliant and hazardous system, with clear causation between its conduct and the Bicabas' injuries. Its actions demonstrate not only negligence but foreseeability of harm.

90. Specifically, Delmas Homes has directly caused ongoing and worsening flooding by raising the site above natural grade without adequate drainage systems, thereby diverting surface water toward the Bicabas' home; submitting drainage calculations based on inaccurate soil classifications (coastal instead of wetland) and incorrect rainfall volumes, drastically underestimating runoff volume; breaching its obligations under its Stormwater Pollution Prevention Plan and failing to implement erosion control, allowing sediment and debris to clog the limited catch basins along NE 3rd Court; constructing

makeshift berms that quickly failed, and later permanent walls that merely redirected flooding onto neighboring properties; continuing construction despite visual and documented evidence of worsening flooding, fallen trees, and property damage to adjacent residents; as well as permitting repeated dump truck use through adjacent lots (e.g., North Miami Self Storage) without protective drainage precautions, further damaging infrastructure.

91. As a result of Delmas Home's negligence, the Bicabas have sustained repeated water intrusion and flooding; structural damage to their home; tree collapse and resulting roof damage; inaccessibility to essential services; economic loss as well as substantial mitigation expenses.

92. As the predecessor-in-interest to Delmas Homes, 135 Memorial's negligent land alteration and failure to follow stormwater rules materially contributed to the systemic flooding now experienced by neighboring properties. It breached its duty of care by initiating developments without adequate planning, drainage, or environmental protections.

93. 135 Memorial's unauthorized land clearing, grading, and elevation activities created the initial conditions that led to increased surface water runoff and flooding of the Bicabas' property. These conditions were subsequently inherited and worsened by successor Delmas Homes but originated with 135 Memorial's negligence.

94. Specifically, in or around 2020, when 135 Memorial cleared and elevated the parcel without proper permits or engineering plans, disrupting the site's natural hydrology and stormwater retention capacity.

95. As a direct result of 135 Memorial's negligent development, the Bicabas have regularly suffered from backyard flooding; soil destabilization and early signs of erosion; intrusion of water onto their property; and an increased vulnerability to future construction impacts.

96. As a commercial property owner and developer situated adjacent to Bicabas' home, North Miami Self Storage owed a legal duty to exercise reasonable care in the development and management of its property so as not to create or increase the risk of flooding to neighboring properties. This duty included, but was not limited to, refraining from interfering with existing stormwater infrastructure, avoiding any actions that would exacerbate drainage issues within the surrounding basin, implementing and maintaining adequate erosion and sediment control measures during and after construction, and preventing the use of its property in a manner that would cause foreseeable harm to adjacent landowners, including the Bicabas.

97. North Miami Self Storage breached its duty of care through multiple acts and omissions that directly contributed to the flooding of adjacent properties. First, it developed its facility without implementing adequate on-site stormwater retention systems, despite being aware of the limited drainage capacity within the surrounding 16-acre basin. This failure resulted in excessive runoff from large impervious surfaces, including rooftops and paved areas, which flowed onto NE 135th Street and ultimately into NE 3rd Court, a known low-lying area. Second, North Miami Self Storage permitted Delmas Homes to use its entrance and internal roadways for heavy construction access, including dump trucks that traveled over or near storm drains, deposited sediment and debris, compacted soil, and impaired infiltration. Despite observable drainage issues, it failed to implement necessary

erosion controls or site stabilization measures. Finally, by allowing its property and infrastructure to be used in a manner that strained the already overburdened drainage system—without any compensatory mitigation measures—North Miami Self Storage materially contributed to the systemic failure of stormwater management within the basin, directly harming the Bicabas and neighboring residents.

98. Citadel Plaza owed a duty of care as a commercial landowner and developer adjacent to residential properties to design, construct, and maintain its property in compliance with applicable state and municipal stormwater and development regulations. This duty included the obligation to avoid the unreasonable diversion of surface water, to implement proper stormwater retention, grading, and drainage systems to prevent harm to neighboring parcels, and to coordinate with adjacent developments—specifically Delmas Homes and North Miami Self Storage—to account for the cumulative effects of increased runoff within the basin.

99. Citadel Plaza breached these duties by constructing large, impermeable concrete perimeter walls with sub-grade footings that obstructed natural surface water flow and interfered with shallow groundwater movement. These walls, placed along the southern and eastern boundaries of its property, redirected stormwater toward NE 3rd Court and the Bicabas' residence, further impeding drainage due to their extension into native soils and potential encroachment on drainage easements. Citadel Plaza also failed to implement adequate on-site stormwater retention or infiltration systems to accommodate runoff from its impervious surfaces, such as parking lots and driveways. This failure increased discharge into the already undersized municipal catch basins serving NE 3rd Court, creating a critical drainage bottleneck. Furthermore, by not coordinating its drainage

infrastructure with adjacent developments, Citadel Plaza contributed to a compounded obstruction of stormwater flow throughout the basin.

100. As a direct and proximate result of these breaches, the Bicabas have sustained substantial harm, including repeated and severe flooding, erosion and foundation damage, structural water intrusion, collapsed trees due to saturated soil, and public safety hazards such as impassable roads and sewer backups.

101. The Bicabas have the lawful and exclusive right of possession and quiet enjoyment and private interest in their Home.

102. Citadel Plaza, Delmas Homes, North Miami Self Storage, and 135 Memorial owed and continue to owe the Bicabas a duty of reasonable care as to not to cause damage to the Bicabas' and their Home, as well as to protect them from further unreasonable risks of injury.

103. Defendants owe a duty of reasonable care to protect against those who are foreseeably injured.

104. Defendants failed to properly install and maintain reasonable and sufficient drainage and storm water improvements in such a manner that it properly retains or manages the surface water discharge currently deposited onto the Bicabas' property.

105. The Defendants have breached their duty and have failed to engage in the construction activities on their property so as not to cause the flooding of the Bicabas' Home.

106. Citadel Plaza's, Delmas Homes', and 135 Memorial's construction activities has proximately caused, and continues to proximately cause damages to Bicabas as a result of flooding of Bicabas' Home.

107. Collectively, Citadel Plaza, Delmas Homes, North Miami Self Storage, and 135 Memorial ignored warnings and engineering recommendations; used flawed or misleading drainage models; contributed to cumulative runoff beyond system capacity; exacerbated flooding with walls, impervious surfaces, and incorrect elevations; and failed to coordinate or mitigate drainage impacts despite repeated notice of damages.

108. The flooding caused by Citadel Plaza's, Delmas Homes', North Miami Self Storage, and 135 Memorial's negligent acts or failures to act has caused personal injury and property damage to the Bicabas, including extended loss of use of Bicabas' Home.

WHEREFORE, the Bicabas request entry of judgment in its favor and against Citadel Plaza, a Florida Corporation; Delmas Homes, a Florida Corporation; North Miami Self Storage, a Florida Corporation; and 135 Memorial, a Florida Corporation; for the damages, including compensatory damages, as well as prejudgment and post-judgment interest, in an amount to be determined at trial.

DEMAND FOR JURY TRIAL

The Bicabas respectfully demand trial by jury of all issues so triable.

Respectfully submitted,

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By: /s/ Raul Gastesi Jr.
RAUL GASTESI JR.
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Respectfully submitted,

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RAUL GASTESI JR.

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VERIFICATION OF EILEEN BICABA

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this Amended Verified Complaint and the punishment for knowingly making a false statement includes fines and/or imprisonment.

A handwritten signature in black ink, appearing to read 'Eileen Bicaba', written over a horizontal line.

Eileen Bicaba

(The Certificate of Service is on the next page)

CERTIFICATE OF SERVICE

I certify that I have served via email by the Florida Courts e-Filing Portal a true and correct copy of the foregoing this 10th day of July, 2025 upon:

Counsel for the Defendants:

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