

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

GENERAL JURISDICTION DIVISION

CASE NO. 2025-001578-CA-01

JUDGE: Beatrice Butchko Sanchez (CA22)

GIANCARLO SCHWARZ and
DIANA SCHWARZ, as parents and
natural guardians of G.S., a minor

Plaintiffs',

vs.

CITY OF NORTH MIAMI BEACH
a Political Subdivision of the State of Florida,

Defendant.

REQUEST FOR ADMISSIONS

COMES NOW the Plaintiffs, GIANCARLO SCHWARZ and DIANA SCHWARZ, by and through undersigned attorney, and in accordance with Rule 1.370, Fla. R.Civ.P., within the time limits as provided by said rule, requests the Defendant, CITY OF NORTH MIAMI BEACH, to admit or deny the following:

1. That on the date of the minor Plaintiff's subject to incident, the Defendant, CITY OF NORTH MIAMI BEACH had private insurance coverage that was in place for claims of injury.
2. That at all times material hereto the Defendant, CITY OF NORTH MIAMI BEACH was and is a Political Subdivision of the State of Florida and/or a municipal division which owns, operates and maintains the property known as the Y.E.S. Center, located at Ronald A. Silver Youth Enrichment Services Center, 17055 NE 19th Avenue, North Miami Beach, Miami-Dade County, Florida.
3. That at all times material hereto, the property owned by Defendant, CITY OF NORTH MIAMI BEACH known as the Y.E.S. Center located at Ronald A. Silver Youth Enrichment Services Center, 17055 NE 19th Avenue, North Miami Beach,

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Miami-Dade County, Florida was and is a public recreation center and/or playground open to the public, including the minor Plaintiff.

4. That on or about June 12, 2024, Plaintiffs by and through undersigned counsel, filed and presented their written claims to CITY OF NORTH MIAMI BEACH by and through Mayor Evan S. Piper, and the State of Florida, by and through Florida Department of Financial Services.
5. That Plaintiffs' claims were timely filed pursuant to Florida Statutes section 768.28(6).
6. That Plaintiffs have complied with the prerequisites set forth in Florida Statute 768.28(6) prior to filing this action.
7. More than six months have passed since the Plaintiff's notices were presented to the Defendant, CITY OF NORTH MIAMI BEACH and other necessary entities and the suit is therefore timely.
8. Defendant, CITY OF NORTH MIAMI BEACH's negligence resulted from the performance of an operational level function for which sovereign immunity has been waived under Florida Statutes section §768.28.
9. The venue for this action is proper in Miami-Dade County, Florida as Defendant is a municipality of Miami-Dade County, Florida and the incident that gave rise to this action occurred in Miami-Dade County, Florida.
10. That on or about March 15, 2024, the minor Plaintiff, G.S., was lawfully upon the premises of the Defendant, CITY OF NORTH MIAMI BEACH's above-described Y.E.S. Center playground an invitee.
11. That at all times material hereto, the Defendant, CITY OF NORTH MIAMI BEACH owed a duty to the minor Plaintiff, G.S., and members of the general public to maintain, control and operate and supervise the subject Y.E.S. Center playground such that the same was reasonably safe for business invitees such as the minor Plaintiff.
12. That at all times material hereto, the Defendant, CITY OF NORTH MIAMI BEACH breached its duty to the minor Plaintiff, G.S., by failing to have sufficient supervision or surveillance of the children in their care.
13. That at all times material hereto, the Defendant, CITY OF NORTH MIAMI BEACH breached its duty to the minor Plaintiff, G.S., by failing to comply with local, state and federal staffing regulations to ensure sufficient personnel to supervise the children at the facility.

14. That at all times material hereto, the Defendant, CITY OF NORTH MIAMI BEACH breached its duty to the minor Plaintiff, G.S., by failing to have proper training of its staff to ensure that supervision and control policies were in place to protect the children in their care.
15. That at all times material hereto, the Defendant, CITY OF NORTH MIAMI BEACH breached its duty to the minor Plaintiff, G.S., by failing to protect the children in their care.
16. That at all times material hereto, the Defendant, CITY OF NORTH MIAMI BEACH breached its duty to the minor Plaintiff, G.S., by failing to have adequate policies for playground and/or outdoor activities for the children at their facility to prevent injuries, accidents or adverse occurrences.
17. That the Defendant failed to comply with the licensing rules and regulations of its playground facility as to adequate safety features, fixtures, stationary subjects, and other architectural and structural requirements to promote safety and avoid accidents.
18. That the Defendant was careless and negligent in the operation of their playground and playground equipment.
19. That as a direct, proximate and foreseeable result of the negligence of the Defendant, CITY OF NORTH MIAMI BEACH, the minor Plaintiff, G.S., was caused to sustain a fractured elbow requiring surgery.
20. That Plaintiffs' medical bills and expenses to address his incident-related injuries were reasonable.
21. The Plaintiffs' medical bills and expenses in Plaintiff's initial disclosures dated April 29, 2025 were related to this subject occurrence.
22. That Plaintiffs' medical bills and expenses were proximately caused by the Defendant's negligence.
23. That the minor Plaintiff has sustained a permanent injury within a reasonable degree of medical probability.
24. That the minor Plaintiff has sustained permanent scarring as a result of the subject incident.
25. That the minor Plaintiff's parents have incurred medical expenses as a direct and proximate result of the Defendant's negligence.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was sent via E-Mail this July 22, 2025, to GREENSPOON MARDER LLP Ahmand R. Johnson, Esq., ahmand.Plaintiffs@gmlaw.com; joseph.geller@gmlaw.com; Attorneys for Defendant *The City of North Miami Beach*.

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By: /s/ Jeffrey R. Davis
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