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Co-Counsel to the Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

NOTICE OF THE DEBTOR'S OBJECTION TO MARINA POINTE PROOF OF CLAIM

PLEASE TAKE NOTICE that the above- captioned debtor ("CCA" or the "Debtor") is objecting to your Claim pursuant to the attached objection (the "Objection").

¹ The last four digits of the Debtor's federal tax identification number are 4862. The Debtor's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.



242254826012300000000000003

Important Information Regarding the Objection

YOU SHOULD LOCATE YOUR REFERENCE NUMBER OR CLAIM NUMBER AND YOUR CLAIM ON THE SCHEDULES ATTACHED HERETO. PLEASE TAKE NOTICE THAT YOUR CLAIM MAY BE DISALLOWED, EXPUNGED, RECLASSIFIED, REDUCED, OR OTHERWISE AFFECTED AS A RESULT OF THE OBJECTION. THEREFORE, PLEASE READ THIS NOTICE AND THE ACCOMPANYING OBJECTION VERY CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

Resolving the Objection to Your Claim

1. **Filing and Serving the Response.** If you are not able to resolve the Objection filed with respect to your Claim consensually, you must file a response (the “**Response**”) with the Court in accordance with the following procedures: A Response shall be deemed timely only if it is filed with the Court and served on all of the following parties (the “**Notice Parties**”) so as to be actually received **by or before 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days before the Hearing (defined below) on the Objection and Response** (the “**Response Deadline**”), unless the Debtor consent to an extension in writing:

- a. **Debtor’s Counsel.** (i) co-counsel to the Debtor, Debevoise & Plimpton LLP, 66 Hudson Blvd, New York, New York 10001, Attn.: M. Natasha Labovitz (nlabovitz@debevoise.com), Elie J. Worenklein (eworenklein@debevoise.com), and Shefit Koboci (skoboci@debevoise.com); and (ii) co-counsel to the Debtor, Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com), Warren A. Usatine, Esq. (wusatine@coleschotz.com), Ryan T. Jareck, Esq. (rjareck@coleschotz.com), and Felice R. Yudkin, Esq. (fyudkin@coleschotz.com);
- b. **U.S. Trustee.** Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, N.J. 07102, Attn: Fran B. Steele (Fran.B.Steele@usdoj.gov).

2. **Failure to Respond.** A Response that is not filed with the Court and served in accordance with the procedures set forth herein on or before the Response Deadline or such other date as agreed with the Debtor, in accordance with the procedures set forth herein, may not be considered at the Hearing before the Court. **Absent reaching an agreement with the Debtor in writing (email being sufficient) resolving the Objection to a Claim, failure to both timely file and serve a Response as set forth herein may result in the Court granting the Objection without further notice or hearing.** Affected creditors shall be served with such order once it has been entered.

Hearing on the Objection

3. Date, Time, and Location. A hearing (the “**Hearing**”) on the Objection will be held on March 12 at 2:00 p.m., prevailing Eastern Time, before the Honorable Christine M. Gravelle, United States Bankruptcy Judge for the District of New Jersey.

4. Reply to a Response. The Debtor shall be permitted to file a reply to any Response no later than two (2) business day before the Hearing with respect to the relevant Notice of Satisfaction.

[Remainder of page intentionally left blank]

Additional Information

5. **PLEASE TAKE FURTHER NOTICE** that copies of all documents filed in this chapter 11 case may be obtained free of charge by visiting the website of Kurtzman Carson Consultants, LLC dba Verita Global at <https://veritaglobal.net/cca>. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: January 23, 2026

/s/ Michael D. Sirota

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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CCA Construction, Inc.,¹

Debtor.

Chapter 11

Case No. 24-22548 (CMG)

**DEBTOR'S OBJECTION TO CLAIM
FILED BY MARINA POINTE EAST DEVELOPER, LLC**

CCA Construction, Inc. (“CCA” or the “**Debtor**”) files this objection (the “**Objection**”) seeking entry of an order attached hereto as Exhibit A (the “**Proposed Order**”) regarding the claim filed by Marina Pointe East Developer, LLC (“**Marina Pointe**”).

¹ The last four digits of the Debtor’s federal tax identification number are 4862. The Debtor’s service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on June 8, 2025 (Bumb, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b), and CCA consents to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are section 502 of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 3007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 3007-1 of the Local Bankruptcy Rules for the District of New Jersey (the “**Local Rules**”).

CLAIMS RESOLUTION PROCESS

4. The Debtor maintains books and records that reflect, among other things, the Debtor’s liabilities and the amounts thereof owed to its creditors. As of the date hereof, the Debtor’s claims register, prepared and provided by the Debtor’s claims agent, Kurtzman Carson Consultants LLC d/b/a Verita Global (“**Verita**”), reflects that 25 proofs of claim have been filed in this chapter 11 case asserting Claims against the Debtor, in addition to numerous scheduled claims.

5. The Debtor and its advisors have been reviewing and reconciling the filed proofs of claim with the Debtor’s books and records to determine the validity of such Claims. This reconciliation process includes identifying particular proofs of claim that may be targeted for disallowance and expungement, reduction and allowance, or reclassification and allowance. The

process is ongoing and CCA endeavors to complete this reconciliation either before or shortly after plan confirmation.

OBJECTION TO MARINA POINTE EAST DEVELOPER CLAIM

6. On July 29, 2025, Marina Pointe filed Proof of Claim No. 12 attached hereto as **Exhibit B** (the “**Claim**”) in the amount of \$3,632,460.

7. The Claim is expressly premised on allegations that are the subject of pending litigation in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida (the “**Florida Court**”), Case No. 2023-CA-015847, captioned *Marina Pointe East Developer, LLC v. Plaza Construction Group Florida, LLC, Baker Barrios Architects, Inc., and CCA Construction, Inc.* (the “**Florida Action**”). Marina Pointe filed a First Amended Verified Complaint in that action on March 28, 2024 (the “**Amended Complaint**”), which is the sole evidence relied on in the Claim.

8. The Amended Complaint alleges that Marina Pointe developed a mixed-use project in Tampa, Florida (the “**Project**”), where Plaza Construction Group Florida, LLC (“**Plaza**”) served as construction manager for the Project. Marina Pointe and Plaza were parties to a construction contract dated as of August 7, 2020, and CCA is not a party to the construction contract. The Amended Complaint also alleges that CCA, Plaza’s parent, made statements regarding financial support of Plaza, and on that basis asserts claims against CCA for fraudulent and, alternatively, negligent misrepresentation.

9. The Court previously granted Plaza relief from the automatic stay to permit Plaza and Marina Pointe to continue the Florida Action in the Florida Court, solely for claims that are unrelated to the Debtor [Docket No. 213].

10. CCA disputes that it has any liability to Marina Pointe on account of the Claim and the Florida Action. Among other things, CCA had no role in the construction of the Project. Further, alleged representations of CCA do not state actionable misrepresentation claims and consist of nonactionable puffery, vague sentiments, and alleged promises that were not actually made.

11. In all events, the Claim is a disputed, contingent, and unliquidated litigation claim that arises solely from the allegations asserted in the Florida Action and is entirely derivative of the alleged conduct and liability of Plaza. Marina Pointe seeks to impose liability on CCA only to the extent Plaza is found to have breached the construction contract or otherwise failed to complete the Project in accordance with the construction contract, based on alleged misrepresentations concerning CCA's purported support of Plaza's performance. Accordingly, any claim and damages sought against CCA are wholly dependent on Marina Pointe prevailing in adjudication of Plaza's alleged liability in the Florida Action, which remains unadjudicated and unliquidated. Even if Plaza is ultimately determined to be liable to Marina Pointe, CCA disputes that it has any liability to Marina Pointe.

12. Article 4.2(b) of the *Chapter 11 Plan of CCA Construction, Inc.* [Docket No. 649] provides that all general unsecured claims will be satisfied "on the latest of (a) the Effective Date; (b) 30 days after the date on which such General Unsecured Claim becomes Allowed; (c) the date on which such General Unsecured Claim becomes due and payable by its terms; and (d) such other date as may be mutually agreed to by and among such holder and the Debtor or the Plan Administrator."

13. Marina Pointe's Claim against CCA, if any, cannot be determined unless and until Plaza's alleged liability is adjudicated in the Florida Action, and therefore the Claim should proceed in the Florida Court.

RESERVATION OF RIGHTS

14. The Debtor hereby reserves the right to object in the future to any of the proofs of claim listed in this Objection or on the exhibits attached hereto on any ground, and to amend, modify, and/or supplement this Objection, including to object to amended or newly-filed claims. Separate notice and hearing will be scheduled for any such objection.

NOTICE

15. Notice of the filing of this Objection has been provided to: (a) the U.S. Trustee; (b) all persons and entities that have filed a request for service of filings in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and (c) Marina Pointe. A copy of the Objection has been made available on the website of the Debtor's notice and claims agent, Verita, at <https://www.veritaglobal.net/ccaconstruction>. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is necessary.

[Remainder of page intentionally left blank]

CONCLUSION

WHEREFORE, the Debtor respectfully requests that this Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, and grant such other and further relief as this Court deems just and proper.

Dated: January 23, 2026

/s/ Michael D. Sirota

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Co-Counsel to the Debtor and Debtor in Possession

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY
COURT DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR
9004-1(b)**

DEBEVOISE & PLIMPTON LLP

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Co-Counsel to the Debtor and Debtor in Possession

In re:

CCA Construction, Inc.,¹

Debtor.

Case No. 24-22548 (CMG)

Chapter 11

Judge: Christine M. Gravelle

¹ The last four digits of CCA's federal tax identification number are 4862. CCA's service address for the purposes of this chapter 11 case is 445 South Street, Suite 310, Morristown, NJ 07960.

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Regarding Claim Filed by Marina Pointe East Developer, LLC

ORDER REGARDING CLAIM FILED BY MARINA POINTE EAST DEVELOPER, LLC

Upon the objection (the “**Objection**”)² of the Debtor seeking entry of an order (this “**Order**”) regarding proof of claim number 12 (the “**Claim**”) filed by Marina Pointe East Developer, LLC (“**Marina Pointe**”) pursuant to section 502(b) of the Bankruptcy Code and Rules 3007 and 9014 of the Bankruptcy Rules; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157; and it appearing that venue of this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and adequate notice of the Objection and opportunity for response having been given; and it appearing that no other notice need be given; and the Court having considered the Objection, the Claim, and any responses thereto; and upon the record herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED:

1. The Objection is granted in its entirety.
2. The Claim shall be deemed a “Disputed Claim” for all purposes under the Debtor’s chapter 11 plan, as may be further amended, modified, or supplemented from time to time (the “**Plan**”) [Docket No. 649].
3. Upon the effective date of the Plan, the Claim shall be addressed and resolved as part of the Florida Action. All parties’ rights with respect to the Florida Action are expressly preserved.
4. Verita, the Debtor’s claims and noticing agent, shall update the claims register to reflect the relief granted in this Order.

² Capitalized terms used in this Order without definition have the meaning assigned to them in the Objection.

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Debtor: CCA Construction, Inc.

Case No.: 24-22548 (CMG)

Caption of Order: Order Regarding Claim Filed by Marina Pointe East Developer, LLC

5. The Debtor's right to file additional objections to any other claims (filed or not) that may be asserted against the Debtor is preserved.

6. The terms and conditions of this Order shall be immediately effective and enforceable. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

7. The Court shall retain jurisdiction with respect to all matters related to or arising from the Objection or the implementation of this Order.

EXHIBIT B

Claim

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 3,632,460. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Fraudulent and negligent misrepresentation claims

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature or property:

Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

Motor vehicle

Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

Fixed

Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



For phone assistance: Domestic (866) 506-4002 | International +1 (781) 575-2094

Debtor: 24-22548 - CCA Construction, Inc.		
District: District of New Jersey, Trenton Division		
Creditor: Marina Pointe East Developer, LLC Ty Thompson 100 North Tampa Street Suite 3700 TAMPA, FL, 33602-5835 United States Phone: 8132293500 Phone 2: Fax: 8132293502 Email: tthompson@pdtdlegal.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded	
	Related Document Statement:	
	Has Related Claim: No	
	Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No	
		Acquired Claim: No
Basis of Claim: Fraudulent and negligent misrepresentation claims	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 3,632,460	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No	Nature of Secured Amount: Value of Property:	
Amount of 503(b)(9): No	Annual Interest Rate:	
Based on Lease: No	Arrearage Amount: Basis for Perfection:	
Subject to Right of Setoff: No	Amount Unsecured:	
Submitted By: Ty G. Thompson on 29-Jul-2025 8:13:30 a.m. Pacific Time		
Title: Attorney		
Company: Paskert Divers Thompson		

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

MARINA POINTE EAST DEVELOPER, LLC,

Plaintiff,

v.

CASE NO.: 2023-CA-015847

PLAZA CONSTRUCTION GROUP
FLORIDA, LLC, BAKER BARRIOS
ARCHITECTS, INC., and
CCA CONSTRUCTION, INC.,

Defendants.

/

FIRST AMENDED VERIFIED COMPLAINT

Marina Pointe East Developer, LLC, through counsel, files this First Amended Verified Complaint and sues Defendants, Plaza Construction Group Florida, LLC, Baker Barrios Architects, Inc., and CCA Construction, Inc., and alleges:

JURISDICTION, PARTIES, AND VENUE

1. This is an action for damages of more than Fifty Thousand Dollars (\$50,000.00).
2. Marina Pointe East Developer, LLC ("Owner") is a Delaware limited liability company with principal offices located in Stamford, Connecticut.
3. Plaza Construction Group Florida, LLC ("Plaza") is a Delaware limited liability company with principal offices located in New York, New York, that at all times material hereto was authorized to and engaged in business in Florida.
4. Baker Barrios Architects, Inc. ("BBA"), is a Florida corporation with principal offices located in Orlando, Florida.

5. CCA Construction, Inc., formerly known as China Construction America, Inc. (“CCA”), is a Delaware corporation with principal offices in Jersey City, New Jersey. CCA is the U.S. subsidiary of China State Construction Engineering Corp. Ltd. (“CSCEC”), which purports to be “one of the world’s largest investment and construction groups . . .”¹

6. CCA engages in systematic and continuous business contacts in Florida. CCA’s website publicizes its “Geographic Footprint”² and a partial listing of projects throughout Florida, including: One Ocean Condominium, located in Miami Beach, Florida (“One Ocean”);³ Marea Miami Beach, located in Miami, Florida (“Marea”);⁴ Icon Bay Waterfront Condominium, located in Miami, Florida;⁵ 1100 Millecento Residences, located in Miami, Florida (“1100 Millecento”);⁶ 1000 Museum, located in Miami, Florida (“One Thousand Museum”);⁷ W South Beach Hotel and Residences, located in Miami, Florida (“W South Beach”);⁸ AC Hotel by Marriott, located in Miami, Florida;⁹ and Harbour’s Edge Senior Housing, located in Delray Beach, Florida.¹⁰

7. This Court has personal jurisdiction over CCA pursuant to, *inter alia*, section 48.193(1)(a)(1), (2), and/or (6), Florida Statutes, because: CCA, directly or through an agent, conducts, engages in, or carries on a business or business venture in Florida; some of the actions

¹ See <https://www.chinaconstruction.us/about-us/overview/> (last accessed Feb. 21, 2024).

² See <https://www.chinaconstruction.us/about-us/overview/> (last accessed Feb. 21, 2024).

³ See <https://www.chinaconstruction.us/project/one-ocean-south-beach/> (last accessed Feb. 21, 2024).

⁴ See <https://www.chinaconstruction.us/project/marea-miami-beach/> (last accessed Feb. 21, 2024).

⁵ See <https://www.chinaconstruction.us/project/icon-bay-waterfront-condominium/> (last accessed Feb. 21, 2024).

⁶ See <https://www.chinaconstruction.us/project/1100-millecento-residences/> (last accessed Feb. 21, 2024).

⁷ See <https://www.chinaconstruction.us/project/1000-museum/> (last accessed Feb. 21, 2024).

⁸ See <https://www.chinaconstruction.us/project/w-south-beach-hotel-and-residences/> (last accessed Feb. 21, 2024).

⁹ See <https://www.chinaconstruction.us/project/ac-hotel-by-marriott/> (last accessed Feb. 21, 2024).

¹⁰ See <https://www.chinaconstruction.us/project/harbours-edge-senior-housing/> (last accessed Feb. 21, 2024).

giving rise to the claims herein took place in Florida; some of the claims arise out of CCA, directly or through an agent, operating, conducting, engaging in, or carrying on a business or business venture in Florida, committing a tortious act or acts in this state, and/or causing injury to property in Florida arising out of CCA's actions, failures, and/or omissions outside Florida, and at or about the time of such injuries CCA was engaged in solicitation or service activities within Florida; and/or CCA, directly or through an agent, derived substantial revenue from its activities within Florida.

8. Jurisdiction and venue are proper in this Court because, among other things, the causes of action accrued and/or the project at issue is in Hillsborough County, Florida.

FACTS

The Project and Architect Contract

9. This lawsuit concerns the design and construction of a mixed-use project known as Marina Pointe, located in Tampa, Florida (the "Project"). The Project features a 16-story tower with 118 condominiums (the "Tower"), seven townhome units (the "Townhomes"), and a parking garage.

10. On or about December 17, 2018, New Port Tampa CDD Holdings, LLC ("New Port") entered into an Architectural Services Agreement with BBA ("Architect Contract"), where BBA undertook to serve as the architect of record on the Project. A true and correct copy of the Architect Contract is attached hereto and incorporated herein as **Exhibit A**.

11. Under the Architect Contract, BBA agreed to "exercise its skill and judgment in furthering Owner's interests," and to perform the Services¹¹ thereunder "in a competent and

¹¹ Unless otherwise specified herein, capitalized terms shall have the meaning given to them in the Architect Contract or Construction Contract, defined below, as the case may be.

professional manner, in accordance with the standard of care used by reputable architects that regularly perform services similar to the Services on projects of a similar nature, quality, complexity, and scope, in the same locality”

12. BBA also agreed, among other things, to provide designs and specifications that complied with all Laws.

13. BBA further agreed to perform all Services “diligently and promptly so as not to delay Owner, any Separate Professionals, or contractors,” promptly advise Owner of “problems that come to Architect’s attention that could reasonably cause a delay in the progress or completion of the Services” or the Project, and promptly notify Owner in writing of, among other things, defects, inconsistencies, or omissions in the Architect’s design, specifications, or other documents.

14. Finally, BBA agreed to indemnify the Owner-Group Members from all claims, damages, liabilities, losses, and expenses, including attorneys’ fees, caused by the Architect’s breach of the Architect Contract or other negligent acts, errors, omissions, or willful misconduct.

15. In an Assignment of Agreement dated April 28, 2020, New Port assigned all rights in the Architect Contract to Owner. A copy of the Assignment of Agreement is attached hereto and incorporated herein as **Exhibit B**.

The Construction Contract

16. On or about August 7, 2020, Owner and Plaza entered an AIA Document A102-2017 Standard Form of Agreement Between Owner and Contractor (the “Construction Contract”), where Plaza agreed to construct the Project. The Construction Contract included various Contract Documents identified therein, including a modified AIA Document A201-2017 General Conditions of the Contract for Construction (the “General Conditions”). A true and correct copy of the Construction Contract is attached hereto and incorporated herein as **Exhibit C**.

17. Under the Construction Contract, Plaza accepted the relationship of trust and confidence established therein and agreed to exercise its skill and judgment in furthering and performing the Work in an expeditious and economical manner consistent with the Owner's interests.

18. Plaza agreed, among other things, that time was of the essence with respect to time limits stated therein, including with respect to Substantial Completion, and that "the Contract Time is a reasonable period for performing the Work."

19. Plaza was to "proceed expeditiously with adequate forces" and to "achieve Substantial Completion within the Contract Time."

20. Plaza agreed that if the achievement of Substantial Completion was ever in jeopardy, Plaza would, at its own expense, "assign more labor or materials, require overtime or weekend work," and otherwise "undertake whatever other lawful means are required to progress the Work to the stage of completion that is needed for [Plaza] to achieve Substantial Completion by the date required in the Contract."

21. Plaza also agreed, upon the Owner's request, to present a recovery plan for the Owner's approval detailing the measures it would take to recover from the delay, and to revise such plan in response to any of the Owner's comments.

22. Plaza warranted "that the Work will conform to the requirements of the Contract Documents and will be free from defects . . . [and the] Work, materials, or equipment not conforming to these requirements may be considered defective."

23. Finally, Plaza is to indemnify Owner from and against "claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from performance of the Work[.]"

BBA's and Plaza's Breaches

24. Among other things, BBA failed to properly design and/or specify wall and door classifications on the Project in accordance with the Florida Building Code and/or other Laws.

25. As a result of BBA's negligent actions, inactions, failures, errors, and/or omissions, Owner was forced to demolish and reconstruct the floors, ceilings, walls, and openings in the Tower at a time when floors 2 through 15 were nearing completion.

26. Likewise, BBA failed to properly design and/or specify the proper fire rating for most of the corridors on the Project.

27. As a result of BBA's negligent actions, inactions, failures, errors, and/or omissions, Owner was forced to, among other things, remove and replace all nonconforming doors with doors meeting the Florida Building Code's requirements.

28. Plaza, for its part, consistently failed to properly staff the Project with adequate forces and otherwise perform the Work in a timely manner as required under the Construction Contract.

29. Plaza also failed to manage its internal operations appropriately, resulting in non-permitted, significant, and persistent turnover of its staff and leadership on the Project, including, among others, Brad Meltzer, Plaza's President.

30. Ultimately, Plaza failed, among other things, to timely achieve Substantial Completion of the Work. It also failed to perform its Work in accordance with the Contract Documents and refused to correct its nonconforming Work.

CCA's Fraudulent Conduct

31. Before Owner engaged Plaza, and continuing throughout the course of the Project, CCA represented to Owner that it would devote CCA's independent financial strength and other resources to ensure Plaza's completion of the Project in a timely manner.

32. CCA's officers, in particular Ning Yuan, Chairman and President of CCA, and Dawei ("David") Wang, Vice President of CCA and Executive Vice President of Plaza Construction, regularly communicated with Owner and otherwise assumed reporting responsibilities to Owner regarding the status of the Project and efforts CCA was taking and would take to rectify Plaza's actions, failures, and omissions, including, among other things, the turnover of Plaza's staff and leadership on the Project.

33. By way of example, on March 17, 2020, Brad Meltzer, President of Plaza Construction,¹² represented to Owner that "the vertical integration of the CCA family of companies" would create "great synergies" with respect to Owner's projects, including the Project. A true and correct copy of Mr. Meltzer's March 17 email is attached hereto and incorporated herein as **Exhibit D**.

34. Shortly thereafter, on April 2, 2020, in the course and scope of Owner's request for information to aid in evaluating whether to contract with Plaza for the Project, Jorge Moros, Vice President & Director of Business Development for Plaza Construction, provided Owner a "Firm Overview" represented to be a "complete brochure including project tear sheets." A true and correct copy of Mr. Moros' April 2 email, along with the attachment, is attached hereto and incorporated herein as **Exhibit E**.

35. The "Firm Overview" touts Plaza Construction as "one of the nation's foremost construction management and general contracting firms" that has, since its formation, "become a

¹² Plaza is wholly owned by Plaza Construction, which is wholly owned by CCA.

multi-faceted firm with national presence in the industry with headquarters in New York, and regional offices in Miami, Tampa, Orlando, Los Angeles, and Washington DC.” Firm Overview, pg. 3.

36. The “Firm Overview” also highlights CSCEC’s ranking as “one of the world’s largest construction companies,” number 1 ranking “among ENR’s [Engineering News-Record] Top 250 Global Contractors,” as well as its “significant investment in Plaza through its U.S. subsidiary, China Construction America,” as marking “dynamic growth opportunities for our company, providing greater financial strength and bonding capabilities.” Firm Overview, pg. 3.

37. “Sustained by a high-performance team of visionary executives and seasoned professionals in all business functions,” the “Firm Overview” characterizes “CCA and its subsidiary, Plaza Construction,” as “leading investment and construction companies.”

38. Finally, the “Firm Overview” includes several “Residential Project Highlights” throughout Florida that Plaza Construction has developed, including the One Ocean, Marea, 1100 Millecento, One Thousand Museum, and W South Beach projects listed on CCA’s website.

39. On January 25, 2022, Lisen Zhang, Vice President & CFO of CCA, emailed Noah Breakstone, among others, following a call the previous day between representatives of Owner, CCA, and Plaza. Mr. Zhang expressed his hope that he had “addressed some of your concerns and you feel more comfortable now,” and confirmed that Mr. Ning would meet with Owner’s representatives in person that Thursday, January 27, 2022. Mr. Zhang expressed his belief that Owner would have “100% confidence” after the January 27th meeting.

40. On January 27, 2022, representatives of CCA (including Mr. Ning and Mr. Wang), Plaza, and Owner, met in person in Tampa to discuss the Project and Plaza’s impending default. During the meeting, CCA once again pledged its support and commitment to backstop Plaza’s

obligations under the Construction Contract, including by issuing “stay bonuses” to Plaza’s team as a financial incentive to stem the pervasive turnover of Plaza’s personnel that had already caused, and threatened to further cause, delays on the Project. CCA made such representations and commitments in exchange for, among other things, Owner’s forbearance from declaring Plaza in default under the Construction Contract and/or Performance Bond that Plaza furnished on the Project for Owner’s benefit and terminating Plaza for cause.

41. On that same day, and following the meeting, Mr. Mays sent an email to Mr. Ning, among others, and asked to be kept informed as to “how the stay bonus conversations are going with your team, as we discussed, keeping the team intact is critical.” A true and correct copy of Mr. Mays’ January 27 email chain is attached hereto and incorporated herein as **Exhibit F**.

42. In response, Mr. Yuan represented that “CCA [would] fully back up Plaza, as always,” and conveyed that they had “started to execute the incentive program with [sic] project team. To push this exciting project to the finish line is our common goal.” *Id.*

43. Mr. Breakstone, for his part, responded and promised to “provide . . . a draft letter in the next couple of days about backstopping all contractual obligations of Plaza Florida with CCA.” A true and correct copy of Mr. Breakstone’s January 27 email is attached hereto and incorporated herein as **Exhibit G**.

44. The next day, on January 28, 2022, Mr. Wang emailed Mr. Mays, among others, and expressed his appreciation for being “chosen as the CM for this icon project,” as well as his belief that the “project will be successfully delivered through the joint efforts and the current temporary difficulties will be overcome soon.” Mr. Wang promised to update Owner “periodically about the plan and progress to be made about the team building and sustainability.”

45. Days later, on February 4, 2022, Mr. Mays emailed Mr. Yuan as a further follow-up to the parties' January 27 meeting. Mr. Mays again conveyed Owner's appreciation for CCA "sharing [its] commitment to complete Marina Pointe per our agreement with Plaza . . ." As Mr. Breakstone had promised days before, Mr. Mays also forwarded a letter signed by Mr. Breakstone regarding the meeting, and asked Mr. Yuan to sign and return same to Owner (the "CCA Commitment Letter"). A true and correct copy of Mr. Mays' February 4 email, along with the CCA Commitment Letter, is attached as hereto and incorporated herein as **Exhibit H**.

46. In the CCA Commitment Letter, Owner memorialized the concerns regarding Plaza that expressed during the parties' meeting "that threaten to lead to a default." Owner also recounted CCA's expressed commitment during the meeting to "stand behind Plaza and ensure that Plaza staffs the job adequately with competent personnel, finishes the work without default, and honors its warranty obligations thereafter," as well as CCA's willingness to "document these commitments formally and in writing." As such, Owner requested CCA execute the letter as confirmation of its commitments, which would serve to reassure Owner, "in the short-term, and alleviate the perceived need to pursue other options."

47. Owner also conveyed that CCA's execution of the CCA Commitment Letter would "constitute further evidence of CCA's commitment to negotiate with [Owner] in good faith with respect to [a] forthcoming separate letter agreement and guarantee," which would "sketch out in more detail the arrangements that will permit [Owner] to continue with Plaza and to agree to not pursue other options," including a "guarantee by CCA in favor of [Owner] and the CDD entity."

48. On February 10, Mr. Yuan responded that they would "make a minor change and get back to you."

49. Notwithstanding Mr. Yuan's response, Owner did not receive any change to the CCA Commitment Letter – minor or otherwise, nor did Mr. Yuan or anyone else on CCA's behalf repudiate CCA's commitments expressed during the parties' January 27 meeting, which Owner memorialized in the CCA Commitment Letter.

50. Nonetheless, CCA entirely failed and/or refused to perform or honor its unrepudiated commitments to Owner as Plaza continued, over the coming months, to fall behind schedule and perform work on the Project that failed to comply with its obligations under the Construction Contract.

51. On February 23, 2023, Mr. Breakstone emailed Mr. Yuan following a site visit and expressed his continued and deep concern about the "lack of progress and the lack of quality" with respect to Plaza's work on the Project. Mr. Breakstone noted, among other things, the inadequacy of workers and lack of quality control, and requested Mr. Yuan "let [Owner] know how the Plaza team plans to proceed and finish this job in the manner that was contemplated at the time we signed the agreement, and that CCA assured me at the meeting we had in Tampa several months ago."

52. During that conversation, Mr. Breakstone again voiced Owner's appreciation for Mr. Yuan's "direct involvement with the CCA team ever since Brad Meltzer was removed," and his belief that "with your continued participation . . . we will be able to pick up the pace of the work and get this job done for all of our benefit."

53. On March 9, 2023, Mr. Breakstone sent another email to Mr. Yuan following a tour of several units and the 5th floor amenity deck at the Project. Mr. Breakstone expressed that "it is hard to believe that we are still understaffed and under manned by the subcontractors to complete the building," and that "[t]iming is critical and the current situation is costing us several million dollars in carrying costs, renewal insurance costs, renewal bond costs, and the possible termination

rights of many of owners.” A true and correct copy of Mr. Breakstone’s March 9 email chain is attached hereto and incorporated herein as **Exhibit I**.

The Pervasive Nonconformities at the Project

54. Plaza failed to perform its Work in accordance with the Contract Documents. Without limitation, it failed to:

- a. provide a “category 3 finish” for the exterior concrete work at the balconies’ slab edges, which have visible irregularities in the finished quality of the concrete’s surface;
- b. perform concrete “flatwork” in accordance with the Contract Documents;
- c. install concrete expansion joints in accordance with the Contract Documents;
- d. furnish the amenity deck fence in accordance with the Contract Documents;
- e. perform and/or complete punchlist and incomplete Work throughout the Project;
- f. honor warranty requests;
- g. install elevators in accordance with the Contract Documents;
- h. remove and reinstall scratched glass throughout the Project;
- i. painting in accordance with the Contract Documents;
- j. install the drywall and finishes in accordance with the Contract Documents;
- k. install in-wall nail guards. Without them, Plaza’s baseboard installer punctured the pressurized HVAC pipe, which caused substantial water intrusion and damage to property, including property of unit owners. During the emergency response, Owner discovered that Plaza failed to install shut-off valves at the high-pressure HVAC pipe;

- l. install the HVAC system, roofing system, stucco, glazing, and waterproofing at the Townhomes in accordance with the Contract Documents, allowing substantial water intrusion and condensation into the Townhomes, which has caused damage to property, including property of Townhome owners;
- m. perform the Townhome patio Work so that water could properly slope to drain. Without the proper slope, allowing substantial water intrusion into the Townhomes, which has caused damage to property, including property of Townhome owners; and
- n. waterproof the Townhome patio stair connections, allowing substantial water intrusion into the Townhomes, which has caused damage to property, including property of Townhome owners.

(collectively, the “Nonconformities”).

55. Plaza failed to correct the Nonconformities, despite Plaza’s obligation to “proceed diligently with the performance of the Contract” pending the resolution of any Claim, and Owner’s repeated request that Plaza correct the Nonconformities.

56. Plaza also failed to indemnify Owner on account of the Nonconformities.

57. Plaza’s refusal to correct the Nonconformities and/or indemnify Owner has forced it to complete Plaza’s Work at significant expense.

58. As a result of Plaza’s, BBA’s, and/or CCA’s breaches, actions, inactions, failures, errors, and/or omissions, Owner was forced to retain attorneys to represent it in this action and pay the reasonable attorneys’ fees incurred for the services rendered.

59. All conditions precedent to bringing this action have been performed or, in the alternative, have occurred or been waived.

COUNT I
BREACH OF ARCHITECT CONTRACT
(Against BBA)

60. Owner realleges and incorporates its allegations in paragraphs 1 through 59, inclusive, above as if fully set forth herein.

61. Owner fully and/or performed all of its obligations under the Architect Contract or was excused from doing so.

62. BBA materially breached the Architect Contract by, among other things, failing to:

- a. exercise its skill and judgment in furthering Owner's interests;
- b. perform the Services under the Architect Contract in a competent and professional manner and/or in accordance with the applicable standard of care;
- c. provide designs and specifications that complied with all Laws;
- d. perform all Services diligently and promptly so as not to delay Owner, any Separate Professionals, or contractors;
- e. promptly advise Owner of problems that could cause a delay in the progress or completion of the Services or the Project;
- f. promptly notify Owner in writing of defects, inconsistencies, and/or omissions in the Architect's design, specifications, or other documents; and/or
- g. indemnify the Owner-Group Members from all claims, damages, liabilities, losses, and expenses, including attorneys' fees, caused by the Architect's breach of the Architect Contract and/or other negligent acts, errors, omissions, or willful misconduct.

63. As a direct and proximate result of BBA's breaches and negligence, Owner has suffered, and will continue to suffer, damages.

64. Owner is entitled to recover its reasonable attorneys' fees and costs from BBA pursuant to section 4.4 of the Architect Contract.

WHEREFORE, Owner respectfully requests this Honorable Court enter judgment in Owner's favor and against BBA for damages, attorneys' fees, costs, interest, and such further and other relief as this Honorable Court deems just and proper.

COUNT II
BREACH OF CONSTRUCTION CONTRACT
(Against Plaza)

65. Owner realleges and incorporates its allegations in paragraphs 1 through 59, inclusive, above as if fully set forth herein.

66. Owner fully and/or performed all of its obligations under the Construction Contract or was excused from doing so.

67. Plaza materially breached the Construction Contract by, among other things, failing to:

- a. proceed expeditiously with adequate forces to timely achieve Substantial Completion;
- b. assign additional labor, require overtime or weekend work, and/or undertake other lawful means as required to timely achieve Substantial Completion;
- c. present to Owner a recovery plan detailing the measures it would take to recover from its delay on the Project;
- d. perform its work in workmanlike manner and in accordance with the Contract Documents;
- e. satisfy its warranty obligations;

- f. ensure its Work met all the Contract's requirements, including those regarding the Project schedule and quality requirements;
- g. correct the Nonconformities despite the existence of a dispute between Owner and Plaza; and
- h. indemnify Owner as required by the Contract.

68. As a direct and proximate result of Plaza's breaches, Owner has suffered, and will continue to suffer, damages including, without limitation, liquidated delay damages; the costs to correct the Nonconformities; the costs to complete the Work; and the cost to perform Plaza's warranty obligations.

69. Owner is entitled to recover its reasonable attorneys' fees and costs from Plaza pursuant to section 13.7 of the General Conditions.

WHEREFORE, Owner respectfully requests this Honorable Court enter judgment in Owner's favor and against Plaza for damages, attorneys' fees, costs, interest, and such further and other relief as this Honorable Court deems just and proper.

COUNT II – BREACH OF EXPRESS WARRANTY
(Against Plaza)

70. Owner realleges and incorporates its allegations in paragraphs 1 through 59, inclusive, above as if fully set forth herein.

71. Pursuant to section 3.5.1 of the General Conditions, Plaza furnished Owner with an express warranty as follows:

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

equipment not conforming to these requirements may be considered defective.

72. Owner relied on Plaza to provide labor, materials, and services to the Project.
73. Plaza breached the express warranties as the Work performed was not in a workmanlike manner in accordance with applicable construction standards and the Contract Documents.
74. As a direct and proximate result of Plaza's breach of the express warranties, Owner suffered, and will continue to suffer damages, including without limitation, the cost to complete warranty repairs.

WHEREFORE, Owner respectfully requests this Honorable Court enter judgment in Owner's favor and against Plaza for damages, attorneys' fees, costs, interest, and such further and other relief as this Honorable Court deems just and proper.

COUNT III – BREACH OF STATUTORY WARRANTY
(Against Plaza)

75. Owner realleges and incorporates its allegations in paragraphs 1 through 59, inclusive, above as if fully set forth herein.
76. Pursuant to section 718.203(3), Florida Statutes, Plaza, granted an implied warranty of fitness as to the Work performed and materials supplied, including a warranty as to the roof and structural components of the Project, as to the mechanical and plumbing elements serving the Project, and as to all other improvements to and materials incorporated into the Project.
77. Owner relied on Plaza to provide labor, materials, and services to the Project.
78. Plaza breached the statutory warranty as the work performed by Plaza and its subcontractors at the Project was not performed in a workmanlike manner in accordance with applicable construction standards.

79. As a direct and proximate result of Plaza's breach of the statutory warranty, Owner suffered, and will continue to suffer, direct and consequential damages including without limitation, the cost to complete warranty repairs.

WHEREFORE, Owner respectfully requests this Honorable Court enter judgment in Owner's favor and against Plaza for damages, costs, interest, and such further and other relief as this Honorable Court deems just and proper.

COUNT IV- BREACH OF IMPLIED WARRANTY
(Against Plaza)

80. Owner realleges and incorporates its allegations in paragraphs 1 through 59, inclusive, above as if fully set forth herein.

81. Plaza impliedly warranted to Owner that its Work would be performed in a workmanlike manner in accordance with applicable construction standards.

82. Owner relied on Plaza to provide labor, material, and services to the Project.

83. Plaza breached the implied warranty as the work performed was not in a workmanlike manner in accordance with applicable standards and free from defects.

84. As a direct and proximate result of Plaza's breach of the implied warranty, Owner suffered, and will continue to suffer, damages including without limitation, the cost to complete the warranty repairs.

WHEREFORE, Owner respectfully requests this Honorable Court enter judgment in Owner's favor and against Plaza for damages, costs, interest, and such further and other relief as this Honorable Court deems just and proper.

COUNT IV - FRAUDULENT MISREPRESENTATION
(Against CCA)

85. Owner realleges and incorporates its allegations in paragraphs 1 through 59, inclusive, above as if fully set forth herein.

86. CCA made numerous false and fraudulent statements of material fact to Owner as set forth above, including, without limitation:

- a. representations regarding the vertical integration of the CCA family of companies, including Plaza, which would create “great synergies” with respect to Owner’s projects, including the Project;
- b. representations touting several residential projects, including the One Ocean, Marea, 1100 Millicento, One Thousand Museum, and W South Beach projects listed on CCA’s website, as the collective accomplishment of CCA’s integrated family of companies, including Plaza; and/or
- c. pledging CCA’s financial strength and resources, as one of the world’s largest investment and construction companies, to support, backstop, and fulfill Plaza’s obligations under the Construction Contract to timely complete the Project without default, and honor warranty obligations thereafter.

87. CCA intended for Owner to rely on its misrepresentations of material fact and/or omissions of material fact, and knew that Owner would rely on these false misrepresentations and omissions by taking certain actions that it thought were needed to move the Project forward (including, without limitation, assigning additional Owner personnel to the Project), and/or forbearing from taking certain actions or exercising certain rights and remedies against Plaza otherwise available to it pursuant to, *inter alia*, the Construction Contract and/or Performance Bond that Plaza furnished for Owner’s benefit (including, without limitation, declaring Plaza in

default and material breach of the Construction Contract and Performance Bond, and terminating Plaza for cause).

88. Unbeknownst to Owner, at the time of CCA's material representations, CCA never intended to honor or perform its verbal and/or written representations, guarantees, and commitments.

89. Owner, as a result, reasonably relied on the truth of CCA's material misrepresentations and/or omissions of material fact in taking certain actions and/or forbearing from taking certain actions and exercising certain rights and/or remedies against Plaza, and did so to its detriment insofar as, among other things, the Project experienced significant and costly delays and failed to timely achieve Substantial Completion, and otherwise suffers from pervasive defects and nonconformities.

90. As a direct and proximate result of its reliance on the misrepresentations and/or omissions, Owner has suffered damages including, but not limited to, in excess of several million dollars in carrying costs, renewal insurance costs, and/or renewal bond costs.

WHEREFORE, Owner respectfully requests this Honorable Court enter judgment in Owner's favor and against CCA for damages, special damages which pursuant to the wrongful act doctrine include Owner's attorneys' fees and costs incurred herein, plus costs, interest, and such further and other relief as this Honorable Court deems just and proper.

COUNT V - NEGLIGENT MISREPRESENTATION
(Against CCA – In the Alternative to Count III)

91. Owner realleges and incorporates its allegations in paragraphs 1 through 59, inclusive, above as if fully set forth herein.

92. CCA made numerous false statements of material fact to Owner as set forth above, including, without limitation:

- a. representations regarding the vertical integration of the CCA family of companies, including Plaza, which would create “great synergies” with respect to Owner’s projects, including the Project;
- b. representations touting several residential projects, including the One Ocean, Marea, 1100 Millicento, One Thousand Museum, and W South Beach projects listed on CCA’s website, as the collective accomplishment of CCA’s integrated family of companies, including Plaza; and/or
- c. pledging CCA’s financial strength and resources, as one of the world’s largest investment and construction companies, to support, backstop, and fulfill Plaza’s obligations under the Construction Contract to timely complete the Project without default, and honor warranty obligations thereafter.

93. CCA was negligent in making the above misrepresentations because it knew or should have known such representations were false and that it could not or would not honor or perform its verbal and/or written representations, guarantees, and commitments.

94. CCA intended for Owner to rely on its misrepresentations of material fact and/or omissions of material fact, and knew that Owner would rely on these false misrepresentations and omissions by taking certain actions that it thought were needed to move the Project forward (including, without limitation, assigning additional Owner personnel to the Project), and/or forbearing from taking certain actions or exercising certain rights and remedies against Plaza otherwise available to it pursuant to, *inter alia*, the Construction Contract and/or Performance Bond that Plaza furnished for Owner’s benefit (including, without limitation, declaring Plaza in default and material breach of the Construction Contract and Performance Bond, and terminating Plaza for cause).

95. Owner, as a result, reasonably relied on the truth of CCA's material misrepresentations and/or omissions of material fact in taking certain actions and/or forbearing from taking certain actions and exercising certain rights and/or remedies against Plaza, and did so to its detriment insofar as, among other things, the Project experienced significant and costly delays and failed to timely achieve Substantial Completion, and otherwise suffers from pervasive defects and nonconformities.

96. As a direct and proximate result of its reliance on the misrepresentations and/or omissions, Owner has suffered damages including, but not limited to, in excess of several million dollars in carrying costs, renewal insurance costs, and/or renewal bond costs.

WHEREFORE, Owner respectfully requests this Honorable Court enter judgment in Owner's favor and against CCA for damages, special damages which pursuant to the wrongful act doctrine include Owner's attorneys' fees and costs incurred herein, plus costs, interest, and such further and other relief as this Honorable Court deems just and proper.

VERIFICATION

I, Noah Breakstone, hereby declare under penalty of perjury under the laws of the United States that the information contained in the foregoing First Amended Verified Complaint is true and correct, provided that this declaration does not extend to paragraphs that contain analysis of federal, state, procedural, and/or substantive law, Florida statutory and/or case law, and/or legal opinions and argument governing the merits of the foregoing, about which I am unqualified to opine because I am not a member of The Florida Bar.

Executed on March 28/24, 2024.


Noah Breakstone

PASKERT DIVERS THOMPSON

/s/ Ty G. Thompson

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 28, 2024, pursuant to Rule 2.516 of the Florida Rules of Judicial Administration, a true and correct copy of the foregoing has been electronically filed via the Florida E-Filing Portal, which will cause an electronic copy to be delivered to all counsel of record.

/s/ Ty G. Thompson

Attorney