

IN THE CIRCUIT COURT OF THE SEVENTEENTH
JUDICIAL CIRCUIT, IN AND FOR BROWARD
COUNTY, FLORIDA

Enrique R. Antezana, Andres
Calero, Michael J. Charlot, Lidiette
Esquivel, Andres Marrero, Amelia
Z. Miguelez, Martha Planey Valdes,
and Amir Ricardo Vasquez,

CASE NO.: _____

Plaintiffs,

v.

Kimley-Horn and Associates, Inc.;
Applied Technical Services, LLC,
f/k/a Applied Technical Services, Inc.; and
City of Miramar,

Defendants.

_____ /

CLASS ACTION COMPLAINT

Plaintiffs Enrique R. Antezana, Andres Calero, Michael J. Charlot, Lidiette Esquivel, Andres Marrero, Amelia Z. Miguelez, Martha Planey Valdes, and Amir Ricardo Vasquez, in their individual capacities and on behalf of the class of similarly situated individuals defined herein, bring this action against Kimley-Horn and Associates, Inc.; Applied Technical Services, LLC, formerly known as Applied Technical Services, Inc.; and the City of Miramar. In support of this action, Plaintiffs allege the following:

INTRODUCTION

1. This case is brought by Enrique R. Antezana, Andres Calero, Michael J. Charlot, Lidiette Esquivel, Andres Marrero, Amelia Z. Miguelez, Martha Planey Valdes, and Amir Ricardo Vasquez, on behalf of themselves and on behalf of a class of individuals with properties located in

a defined area within the City of Miramar that receives water from Miramar's West Water Treatment Plant ("Class Area").

2. Plaintiffs allege the water from the West Water Treatment Plant was improperly treated from 2016 to 2022 ("Relevant Period"), resulting in the water causing irreversible damage to all the copper water pipes within the Class Area. The copper pipes within the Class Area have developed pitting or pinholes and must be replaced.

PARTIES

Plaintiffs

3. Plaintiff Enrique R. Antezana is a citizen of Florida who co-owns and resides in the property located at 12852 SW 49 Court, Miramar, FL 33027, which is in the Class Area. The copper piping in Plaintiff Antezana's home was irreversibly damaged by the City of Miramar's water and has been replaced.

4. Plaintiff Andres Calero is a citizen of Florida who co-owns and resides in the property located at 4172 SW 156 Avenue, Unit #176, Miramar, FL 33027, which is in the Class Area. The copper piping in Plaintiff Calero's home has been irreversibly damaged by the City of Miramar's water and must be replaced.

5. Plaintiff Michael J. Charlot is a citizen of Florida who co-owns and resides in the property located at 16216 SW 26th Street, Miramar, FL 33027, which is in the Class Area. The copper piping in Plaintiff Charlot's home has been irreversibly damaged by the City of Miramar's water and has been partially replaced.

6. Plaintiff Lidiette Esquivel is a citizen of Florida who owns and resides in the property located at 13731 SW 49 Court, Miramar, FL 33027, which is in the Class Area. The copper piping

in Plaintiff Esquivel's home was irreversibly damaged by the City of Miramar's water and has been replaced.

7. Plaintiff Andres Marrero is a citizen of Florida who co-owns and resides in the property located at 5024 SW 130th Terrace, Miramar, FL 33027, which is in the Class Area. The copper piping in Plaintiff Marrero's home was irreversibly damaged by the City of Miramar's water and has been replaced.

8. Plaintiff Amelia Z. Miguelez is a citizen of Florida who owns and resides in the property located at 2332 SW 161st Avenue, Miramar, FL 33027, which is in the Class Area. The copper piping in Plaintiff Miguelez's home has been irreversibly damaged by the City of Miramar's water and must be replaced.

9. Plaintiff Martha Planey Valdes is a citizen of Florida who owns and resides in the property located at 2582 SW 161st Avenue, Miramar, FL 33027, which is in the Class Area. The copper piping in Plaintiff Valdes's home was irreversibly damaged by the City of Miramar's water and has been replaced.

10. Plaintiff Amir Ricardo Vasquez is a citizen of Florida who co-owns and resides in the property located at 16146 SW 26 Street, Miramar, FL 33027, which is in the Class Area. The copper piping in Plaintiff Vasquez's home has been irreversibly damaged by the City of Miramar's water and has been partially replaced.

Defendants

11. Defendant Kimley-Horn and Associates, Inc., is a North Carolina corporation that, at all times relevant hereto, was transacting business or conducting affairs within the State of Florida.

12. Prior to December 17, 2020, Defendant Applied Technical Services, LLC, a Delaware limited liability company, was known as Applied Technical Services, Inc.—a Georgia corporation

that, at all times relevant hereto, was transacting business or conducting affairs within the State of Florida.

13. Defendant City of Miramar is an incorporated municipality in Broward County, Florida.

JURISDICTION AND VENUE

14. The Court has subject matter jurisdiction over this action for damages exceeding \$50,000, excluding costs, interest, and attorneys' fees.

15. The Court has personal jurisdiction over Defendant Kimley-Horn and Associates, Inc. because Plaintiffs' causes of action against it arise from it operating, conducting, engaging in, or carrying on a business or business venture in Florida or committing a tortious act within Florida. Furthermore, Defendant Kimley-Horn and Associates, Inc., has purposefully availed itself of the benefits and protections of the State of Florida and maintains offices in Florida where it regularly conducts business.

16. The Court has personal jurisdiction over Defendant Applied Technical Services, LLC, which is a successor to and mere continuation of Applied Technical Services, Inc., because Plaintiffs' causes of action against it arise from Applied Technical Services, Inc., operating, conducting, engaging in, or carrying on a business or business venture in Florida or committing a tortious act within Florida. Furthermore, Defendant Applied Technical Services, LLC, has purposefully availed itself of the benefits and protections of the State of Florida and maintains offices in Florida where it regularly conducts business.

17. The Court has personal jurisdiction over Defendant City of Miramar because it is a Florida municipality.

18. Venue is proper in the Circuit Court of Broward County, Florida, pursuant to §47.011, §47.051, and §768.28(1), Florida Statutes, because the conduct that damaged the properties of

Plaintiffs and the putative class members occurred in Broward County, where Plaintiffs’ causes of action accrued.

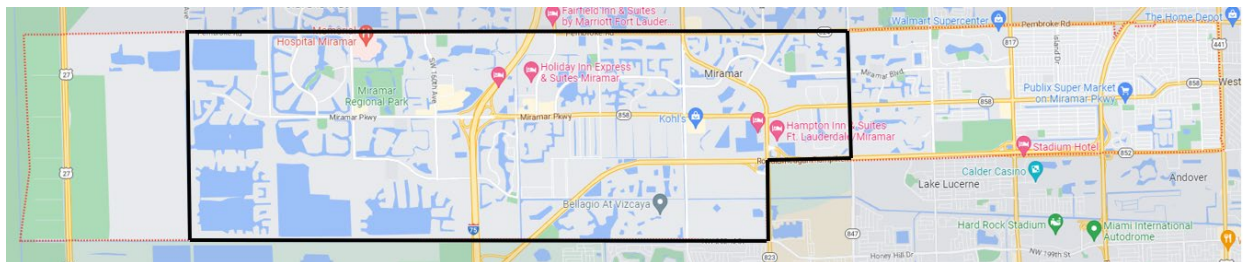
19. Any conditions precedent to the filing of this action have been met or waived.

FACTUAL ALLEGATIONS

20. The City of Miramar (“Miramar” or “the City”) consists of 31 square miles in Broward County and has a population in excess of 100,000. There are more than 43,000 units of housing in Miramar.

21. Miramar owns and operates its own water treatment plants. Miramar’s East Water Treatment Plant services residents living east of Palm Avenue to South State Road 7 (441).

22. Miramar’s West Water Treatment Plant (“WWTP”) services residents and businesses west of Palm Avenue to SW 196th Avenue. The area serviced by the WWTP is the Class Area, the boundaries of which are approximately depicted as the black outline within this map of Miramar:



23. The WWTP receives groundwater withdrawn from the Biscayne and Floridan Aquifers by production wells and uses nanofiltration (NF) and reverse osmosis (RO) processes as the first steps in treating its drinking water. These processes remove various minerals, including calcium and Sodium hydroxide (sometimes called caustic soda or lye), which are necessary to create a coating inside copper pipes that prevents corrosion of the pipes.

24. During the Relevant Period, the City failed to properly treat the water by failing to add back the minerals lost, primarily calcium, during the RO and NF processes. The lack of calcium,

along with the proper alkalinity and hardness, caused the finished water from the WWTP to be non-protecting of the copper pipe to corrosion processes.

25. This lack of minerals and improper and inadequate corrosion inhibitor reduced and removed the protective layer on the copper piping within the Class Area, allowing the pitting process to initiate and propagate in these pipes.

26. During the Relevant Period, the City failed to add sufficient minerals (calcium) after the RO and NF processes, which created conditions in the Class Area for the treated water from the WWTP to attack the copper pipes. The improperly treated water from the WWTP caused, in copper pipes, an electrochemical corrosion cell to form and create byproducts that formed a hardened layer over the top of the corrosion cell, sealing off the affected area and causing a localized low pH environment, resulting in the walls of the copper pipes rapidly deteriorating and forming pits. Acid continued to form at the base of the pits and, along with chlorides, stimulated the pits to grow at an accelerated rate, continuing the corrosion (electrochemical cell), ultimately resulting in deep pits and eventually creating pinholes through the walls of the copper pipes.

27. It is well established that water with high pH and low alkalinity that contains chlorides and sulfate, and lacks calcium, like the water at issue from the WWTP, promotes the pitting corrosion of copper. *See Lytle, Darren & Schock, Michael, Pitting corrosion of copper in waters with high pH and low alkalinity. Journal American Water Works Association 100, 115-129 (2008).*

28. Miramar's water treatment data show that, during the Relevant Period, the quality of the water treated by the WWTP would cause corrosion, pitting, and pinholes in copper pipes:

Table 4.1: Comparison of Current Levels to Enhanced Finished Water Goals

Water Quality Parameters	EXISTING	ENHANCED FINISHED WATER GOALS		
	Average	Maximum	Minimum	Recommended Range
pH**	8.74	8.5	8	8.0 – 8.5
Ca Hardness (mg/L as CaCO ₃)	22	80	65	65 – 80
Total Hardness (mg/L as CaCO ₃)	25	110	90	95
Alkalinity (mg/L as CaCO ₃)	34	80	65	70
Sodium (mg/L)**	20	160	0	<100
Chloride (mg/L)**	22	250	0	100
Sulfate: Chloride Mass Ratio	0.004	0.5	0	0.2
Ryznar Stability Index (RSI)	9.06	7.5	6	6-7
Larson Index (LI)	0.66	0.2	N/A	<0.2
Langelier Saturation Index (LSI*)	-0.15	+0.21	+0.08	+0.2
TDS**	112	400	150	<200
Conductivity	110	650	280	300 – 600

February 2018 Corrosion Control Desktop Pilot Study by Kimley-Horn, p. 8 (red borders added).

29. Chemical analysis performed by consultants hired by Miramar also demonstrates that the quality of water from the WWTP during the Relevant Period was conducive to causing pinhole leaks in copper pipes within the Class Area:

- a. Levels of Alkalinity were at 28-40 mg/L as CaCO₃, which is less resistant to changes in pH and has lower acid-neutralizing capacity, and does not permit pipe-wall-protecting scale to form;
- b. The Ryznar Index (RSI) is a tool that is used to predict the likelihood of calcium carbonate scale to form in a given sample of water. It is an indicator of the corrosive nature of the water. As shown in table 4.1 of Kimley Horn’s 2018 report, above, the RSI values for Miramar exceeded 7.5, establishing scale-dissolving water;
- c. The Calcium Carbonate Precipitation Potential (CCPP) is the amount of calcium carbonate (CaCO₃) that needs to precipitate or dissolve from water in order to reach equilibrium with CaCO₃. The calcium carbonate (CaCO₃) precipitation potential (CCPP) can predict the potential for corrosion and lime scaling in drinking water systems. Miramar’s water had a CCPP value of -1.18, which was caused by the low calcium and low alkalinity values. The desired range is 0-4 to produce water with slightly scale-forming tendencies;

- d. Langelier Saturation index (LSI) is important in water chemistry. LSI, a measure of a solution's ability to dissolve or deposit calcium carbonate, is often used as an indicator of the corrosivity of water. Miramar's water had an LSI value of -0.15 due to low alkalinity and low calcium levels. The recommended LSI is 0.1-0.2; and
- e. Miramar's water had excessive maximum chlorination.

30. This analysis was confirmed by site investigations and laboratory evaluations of the copper pipes at Plaintiffs' properties, which found advanced pitting in the copper piping at every residence.

31. The laboratory results demonstrate that the City failed to properly treat its drinking water by removing and failing to re-add the minerals after the RO and NF processes necessary to create hardness and protect copper piping. It also removed the protective layers within the pipes, making them susceptible to chloride stimulation and a poor passive layer. This resulted in corrosion and pitting of the copper pipes within the Class Area.

32. Defendant City of Miramar contracted with Defendant Applied Technical Services, LLC when it was doing business as Applied Technical Services, Inc., for the provision of professional engineering and scientific consulting services. Defendant Applied Technical Services analyzed a section of copper pipe with pinholes that had been in contact with water from the WWTP and determined, in or about 2016, that the pipe was corroded from the inside out and advised the City that the corrosion was most likely due to the presence of high levels of chlorine in the water. The City failed, thereafter, to increase the alkalinity, hardness, and calcium in the water treated by the WWTP in order to promote a scale-forming water, leaving the copper pipes in the Class Area to be further damaged.

33. Defendant Applied Technical Services did not, however, ensure adequate corrosion control measures were implemented in the City of Miramar's water supply system so that copper pipes within the Class Area would not suffer damage from the WWTP's finished water.

34. Defendant City of Miramar contracted with Defendant Kimley-Horn and Associates, Inc., for the provision of professional planning and design engineering consulting services. In or about 2016, Defendant Kimley-Horn analyzed the City's water as treated by the WWTP and determined that alkalinity and hardness levels were below recommended levels, resulting in corrosive finished water. Defendant Kimley-Horn recommended that the City modify its treatment process by including corrosion control inhibitors. The City failed to adopt this recommendation.

35. Defendant Kimley-Horn did not, however, recommend to the City that it add calcium carbonate to the finished water from the WWTP.

36. In or about 2018, Defendant Kimley-Horn analyzed the City's water as treated by the WWTP and recommended that the City add more corrosion inhibitors to the water and increase the water's alkalinity. While the City implemented a corrosion inhibitor feed system, it failed to add the needed calcium concentrations to treat the water at the WWTP properly.

37. After residents of Miramar complained to the City about premature plumbing failure, the City again contracted with Defendant Kimley-Horn to evaluate its finished water. Kimley-Horn determined in or about 2021 that the finished water from the City's water treatment plants was not contributing to any accelerated corrosion of customers' plumbing, instead pointing to potential non-water related causes, such as improper installation or improper grounding. Inspections of corroded copper piping within the Class Area have found no indication that improper grounding or improper installation is the cause of the pitting.

38. Defendant Kimley-Horn again failed to recommend to the City that it add calcium carbonate to the finished water. And ultimately, it failed to advise the City that the pinhole leaks in the complaining Miramar residents' copper piping could result from the corrosiveness of the finished water from the WWTP.

39. The corrosive mechanism caused by the water from the WWTP is autocatalytic (continuously self-perpetuating) in nature and will penetrate at an accelerated rate once established. Thus, even if the corrosion protection mechanisms (water chemistry) are improved, and passive layers are re-established, the pits will continue progressing, and leaks will form. There is no option, therefore, but to replace the entire copper piping system in the Plaintiffs' homes and the class members' properties within the Class Area.

40. The pipes must be replaced, or they will, if they have not already, develop pinholes that will allow water to leak from the pipes.

41. Plaintiffs and the putative class members could not have reasonably known or have learned through the exercise of reasonable diligence that Miramar was releasing highly corrosive or improperly treated water that was causing damage to their water pipes. In fact, despite recognizing multiple incidents of water pipes developing pinhole leaks in the area serviced by the WWTP, the City has denied, based in whole or in part on the opinions of Defendants Applied Technical Services and Kimley-Horn, that its method of treating the water could be the cause of the pipe damage. In an act of concealment, the City has falsely represented to the members of its community and to the public, again based in whole or in part on the opinions of Defendants Applied Technical Services and Kimley-Horn, that it is not possible for the water to be causing damage to the pipes. And, rather than accepting responsibility, compensating its residents for the damage to their water pipes, and changing the way it treats the water, the City has advised its residents to completely

replace their water pipes at their own expense, even offering a program for residents to borrow up to \$10,000 from the City to pay for the new pipes.

CLASS ALLEGATIONS

42. This class action is being filed by Plaintiffs pursuant to Florida Rules of Civil Procedure 1.220(a), 1.220(b)(2), and 1.220(b)(3) on behalf of themselves and all others similarly situated.

43. Plaintiffs seek to certify the following class, defined as:

The record title holders and owners, during the Relevant Period, of all privately-owned real property within the Class Area that received water from the WWTP through copper pipes.

44. Excluded from the proposed Class are Defendants' officers, directors, agents, employees, members of their immediate families; the judicial officers to whom this case is assigned, their staff, and the members of their immediate families; and any local, state, or federal government entities.

45. This Court may maintain these claims as a Class Action pursuant to Florida Rule of Civil Procedure 1.220 as they satisfy the numerosity, commonality, typicality, adequacy, and superiority requirements, and share a well-defined community of interest in the questions of law and fact involved in this matter.

46. *Numerosity.* The number of class members, which exceeds 1,000, is sufficiently numerous to make class action status the most practical method for Plaintiffs to secure redress for injuries sustained.

47. *Commonality.* There are questions of law and fact raised by Plaintiffs' claims common to those raised by the class they seek to represent, as the same conduct or inaction by each Defendant has injured every class member.

48. Such common questions of law and fact predominate over any questions affecting only individual members of the class.

49. *Typicality*. Plaintiffs are members of the putative class. The conduct of Defendants and resulting harms alleged by Plaintiffs are typical of the harms suffered by the different class members as the claims arise from the same course of conduct by the Defendants, and the relief sought is common. Plaintiffs and each putative class member have suffered damages as a result of Defendants' conduct.

50. *Adequacy*. As class representatives, Plaintiffs will fairly and adequately protect the interests of class members as their interests are coincident with, not antagonistic to, the other class members. Plaintiffs' counsel are unaware of any conflicts of interest between the class representatives and absent class members with respect to the matters at issue in this litigation. The class representatives will vigorously prosecute the suit on behalf of the class. And, the class representatives are represented by experienced counsel who have substantial experience and expertise in complex and class action litigation.

51. *Superiority*. The maintenance of the action as a class action will be superior to other available methods of adjudication and will promote the convenient administration of justice. Moreover, the prosecution of separate actions by individual members of the class could result in inconsistent or varying adjudications with respect to individual members of the class and one or more Defendants.

52. A class action is an appropriate method for the adjudication of the controversy in that it will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, effort, expense, and the burden on the courts that individual actions would create.

53. The benefits of proceeding as a class action, including providing a method for obtaining redress for claims that would not be practical to pursue individually, outweigh any difficulties that might be argued with regard to the management of the class action.

COUNT I – NEGLIGENCE AGAINST THE CITY OF MIRAMAR

54. Plaintiffs reallege and reaffirm herein the allegations contained in paragraphs 1 - 53.

55. The City has a duty to provide water to its residents, including Plaintiffs and the class members, that will not cause harm to their real or personal property.

56. The City failed to exercise reasonable care in performing this duty by treating the water at the WWTP in a manner that resulted in the finished water being harmful to copper pipes.

57. The City also failed to exercise reasonable care by ignoring or failing to implement changes to its water treatment process in accordance with the recommendations of its consultants or as indicated by the results of testing and analysis of its treated water, which showed, among other things, that the treated water did not have the proper levels of alkalinity, calcium carbonate, or chlorination and did not have appropriate RSI or LSI values.

58. As a direct, proximate, and foreseeable cause of the City's failure to exercise reasonable care in the performance of its duties, Plaintiffs and the class members have suffered and continue to suffer damages to their real and/or personal property, including damage to their water pipes that cannot be repaired or remediated, requiring complete replacement of their pipes.

**COUNT II – PROFESSIONAL MALPRACTICE AGAINST
APPLIED TECHNICAL SERVICES, LLC**

59. Plaintiffs reallege and reaffirm herein the allegations contained in paragraphs 1 - 53.

60. Defendant Applied Technical Services, LLC, when operating as Applied Technical Services, Inc., undertook, for consideration, to render services for the City of Miramar, which it should have recognized as necessary for the protection of Plaintiffs and their property.

61. Defendant Applied Technical Services, LLC, when operating as Applied Technical Services, Inc., undertook to perform a duty owed to Plaintiffs by the City of Miramar. Additionally, in undertaking to perform services related to the Miramar water supply intended to guide the City of Miramar in making water treatment decisions for its citizens, Defendant Applied Technical Services assumed a duty directly to Plaintiffs and the class members.

62. Based on its undertaking, Defendant Applied Technical Services had a duty to Plaintiffs and the class members, as residents and property owners in the City of Miramar, to exercise that degree of care consistent with the greater degree of knowledge and skill possessed by engineering and scientific consulting professionals.

63. Defendant Applied Technical Services failed to exercise reasonable care in performing its duties as a professional engineering and scientific consultant by failing to ensure that adequate corrosion control measures were implemented in the City of Miramar's water supply system, which contained copper pipes that would be damaged by the improperly treated water from the WWTP.

64. As a direct, proximate, and foreseeable cause of the failure of Applied Technical Services to exercise reasonable care in the performance of its professional duties, Plaintiffs and the class members have suffered and continue to suffer damages to their real and/or personal property,

including damage to their water pipes that cannot be repaired or remediated, requiring complete replacement of the pipes.

**COUNT III – PROFESSIONAL MALPRACTICE AGAINST
KIMLEY-HORN AND ASSOCIATES, INC.**

65. Plaintiffs reallege and reaffirm herein the allegations contained in paragraphs 1 - 53.

66. Defendant Kimley-Horn and Associates, Inc. undertook, for consideration, to render services for the City of Miramar, which it should have recognized as necessary for the protection of Plaintiffs and their property.

67. Defendant Kimley-Horn and Associates undertook to perform a duty owed to Plaintiffs by the City of Miramar. Additionally, in undertaking to perform services related to the Miramar water supply intended to guide the City of Miramar in making water treatment decisions for its citizens, Defendant Kimley-Horn and Associates assumed a duty directly to Plaintiffs and the class members.

68. Based on its undertaking, Defendant Kimley-Horn and Associates had a duty to Plaintiffs and the class members, as residents and property owners in the City of Miramar, to exercise that degree of care consistent with the greater degree of knowledge and skill possessed by professional planning and design engineering consultants.

69. Defendant Kimley-Horn and Associates failed to exercise reasonable care in performing its duties as professional planning and design engineering consultants by failing to advise the City of Miramar to add calcium carbonate to the finished water from the WWTP.

70. Defendant Kimley-Horn and Associates failed to exercise reasonable care in performing its duties as professional planning and design engineering consultants by failing to advise the City of Miramar to reduce the amount of chlorine in the water from the WWTP.

71. Defendant Kimley-Horn and Associates failed to exercise reasonable care in performing its duties as professional planning and design engineering consultants by failing to conduct a root cause analysis before opining that the corrosion of copper pipes in the area receiving water from the WWTP was due to non-water sources. A root cause analysis would have uncovered that the source of the damage to copper pipes in the Class Area was improperly treated water from the WWTP.

72. Defendant Kimley-Horn and Associates failed to exercise reasonable care in performing its duties as planning and design engineering professional consultants by failing to ensure that adequate corrosion control measures were implemented in the City of Miramar's water supply system, which contained copper pipes that would be damaged by the improperly treated water from the WWTP.

73. As a direct, proximate, and foreseeable cause of the failure of Kimley-Horn and Associates to exercise reasonable care in the performance of its professional duties, Plaintiffs and the class members have suffered and continue to suffer damages to their real and/or personal property, including damage to their water pipes that cannot be repaired or remediated, requiring complete replacement of the pipes.

**COUNT IV – BREACH OF IMPLIED WARRANTY OF FITNESS
AGAINST THE CITY OF MIRAMAR**

74. Plaintiffs reallege and reaffirm herein the allegations contained in paragraphs 1 - 53.

75. The City of Miramar sold treated water from the WWTP to Plaintiffs and the class members, who were foreseeable users of the treated water.

76. Miramar impliedly warranted that the treated water was fit for the particular purpose of use by Plaintiffs and the class members for all foreseeable purposes, including delivery into residences, businesses, and other locations through copper pipes to use for drinking, washing, and bathing.

77. The treated water from the WWTP was not fit for the particular purpose for which it was warranted when used in the intended manner.

78. As a direct, proximate, and foreseeable cause of the City's breach of the implied warranty of fitness, Plaintiffs and the class members have suffered and continue to suffer damages to their real and/or personal property, including damage to their water pipes that cannot be repaired or remediated, requiring complete replacement of their pipes.

**COUNT V – STRICT LIABILITY PRODUCT DEFECT AGAINST
THE CITY OF MIRAMAR**

79. Plaintiffs reallege and reaffirm herein the allegations contained in paragraphs 1 - 53.

80. This is a count for strict liability against the City of Miramar for putting defectively designed or manufactured water into the stream of commerce.

81. At all times material to this cause of action, the City of Miramar was in the business of and gained profits from designing, developing, testing, manufacturing, distributing, or selling finished water from the WWTP.

82. The City designed, developed, tested, manufactured, distributed, or sold finished water from the WWTP to Plaintiffs and the class members that was unreasonably dangerous and defective in that it could not be delivered to residences, businesses, and other locations through copper pipes without causing permanent damage to the pipes.

83. This defect was present in the finished water from the WWTP at the time it was placed into the stream of commerce.

84. As a direct, proximate, and foreseeable cause of this defect, Plaintiffs and the class members have suffered and continue to suffer damages to their real and/or personal property, including damage to their water pipes that cannot be repaired or remediated, requiring complete replacement of their pipes.

**COUNT VI – NEGLIGENCE AGAINST
APPLIED TECHNICAL SERVICES, LLC**

85. Plaintiffs reallege and reaffirm herein the allegations contained in paragraphs 1 - 53.

86. Defendant Applied Technical Services, LLC, when operating as Applied Technical Services, Inc., owed Plaintiffs and the class members a duty to exercise reasonable care.

87. Defendant Applied Technical Services breached its duty of reasonable care by failing to ensure that adequate corrosion control measures were implemented in the City of Miramar's water supply system, which contained copper pipes that would be damaged by the improperly treated water from the WWTP.

88. Upon learning that the City of Miramar's finished water from the WWTP was improperly treated and would cause damage to the copper pipes within the Class Area, Defendant Applied Technical Services owed Plaintiffs and the class members a duty to act reasonably to remediate the condition and/or to warn the City of Miramar that its water treatment process at the WWTP failed to implement adequate corrosion control measures and would cause damage to copper pipes receiving the finished water.

89. As a direct, proximate, and foreseeable cause of the failure of Applied Technical Services to exercise reasonable care, Plaintiffs and the class members have suffered and continue to suffer damages to their real and/or personal property, including damage to their water pipes that cannot be repaired or remediated, requiring complete replacement of the pipes.

**COUNT VII – NEGLIGENCE AGAINST
KIMLEY-HORN AND ASSOCIATES, INC.**

90. Plaintiffs reallege and reaffirm herein the allegations contained in paragraphs 1 - 53.

91. Defendant Kimley-Horn and Associates, Inc., owed Plaintiffs and the class members a duty to exercise reasonable care.

92. Defendant Kimley-Horn and Associates breached its duty of reasonable care by failing to ensure adequate corrosion control measures were implemented in the City of Miramar's water supply system, which contained copper pipes that would be damaged by the improperly treated water from the WWTP.

93. Upon learning that the City of Miramar's finished water from the WWTP was improperly treated and would cause damage to the copper pipes within the Class Area, Defendant Kimley-Horn and Associates owed Plaintiffs and the class members a duty to act reasonably to remediate the condition and/or to warn the City of Miramar that its water treatment process at the WWTP failed to implement adequate corrosion control measures and would cause damage to copper pipes receiving the finished water.

94. Defendant Kimley-Horn and Associates failed to exercise reasonable care by failing to advise the City of Miramar to add calcium carbonate to the finished water from the WWTP.

95. Defendant Kimley-Horn and Associates failed to exercise reasonable care by failing to advise the City of Miramar to reduce the amount of chlorine in the water from the WWTP.

96. Defendant Kimley-Horn and Associates failed to exercise reasonable care by failing to conduct a root cause analysis before opining that the corrosion of copper pipes in the area receiving water from the WWTP was due to non-water sources. A root cause analysis would have uncovered that the source of the damage to copper pipes in the Class Area was improperly treated water from the WWTP.

97. As a direct, proximate, and foreseeable cause of the failure of Kimley-Horn and Associates to exercise reasonable care, Plaintiffs and the class members have suffered and continue to suffer damages to their real and/or personal property, including damage to their water pipes that cannot be repaired or remediated, requiring complete replacement of the pipes.

JURY TRIAL DEMAND AND PRAYER FOR RELIEF

Plaintiffs and the class members hereby demand a trial by jury on all matters triable as of right by a jury.

WHEREFORE, Plaintiffs and the class members request the Court enter an order of judgment against the Kimley-Horn and Associates, Inc.; Applied Technical Services, LLC, formerly known as Applied Technical Services, Inc.; and the City of Miramar, as follows:

A. Enter an Order pursuant to Florida Rule of Civil Procedure 1.220 permitting this action to be maintained as a class action, appointing Plaintiffs as the representatives of the class, and appointing Plaintiffs' counsel as counsel for the class; and

B. Enter judgment against Kimley-Horn and Associates, Inc.; Applied Technical Services, LLC, formerly known as Applied Technical Services, Inc.; and the City of Miramar in favor of Plaintiffs and the class members for their compensatory and consequential damages, including, but not limited to, the cost of replacing all copper water pipes, the cost of replacing appliances damaged by the City's improperly treated water, the cost of repairing or replacing any personal or real property damaged as a result of water leaking from pinholes in the copper water pipes, cleanup costs, and for the loss of use and enjoyment of their properties; all costs of suit as recoverable under the law; and any such other relief as the Court may deem just and proper.

Dated this 5th day of April, 2023.

Respectfully submitted,

s/Leslie M. Kroeger

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