

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA**

ALEXANDRU GAIDAU,

Plaintiff,

Case No.: \_\_\_\_\_

v.

RICHMAN ORLANDO DEVELOPMENT  
PARTNERS, LLC d/b/a “The Morgan  
Apartments”, SUMMIT CONTRACTING  
CORPORATION, and SUPERIOR  
EQUIPMENT SOLUTIONS, INC.,

Defendants.

---

**COMPLAINT**

---

**COMES NOW** the Plaintiff, ALEXANDRU GAIDAU, through his undersigned counsel, to sue the Defendants, RICHMAN ORLANDO DEVELOPMENT PARTNERS, LLC d/b/a “The Morgan Apartments”, SUMMIT CONTRACTING CORPORATION, and SUPERIOR EQUIPMENT SOLUTIONS, INC., for the causes of actions stated herein. In support thereof, Plaintiff states as follows:

**SUMMARY OF THE ACTION**

1. Plaintiff brings this civil action to recover for the catastrophic burn injuries he suffered when a defective and improperly installed outdoor cooking grill (the “subject grill”) caused an explosion that set him on fire while he was using it.

2. Plaintiff sues Defendants for their respective roles in designing, manufacturing, constructing, distributing, installing, and maintaining the grill in its defective and dangerous condition and for otherwise causing the incident and Plaintiff’s horrific burn injuries.

### **THE PARTIES**

3. Plaintiff, ALEXANDRU GAIDAU (“Gaidau”), is a Florida resident, citizen, and domiciliary who lives in Orlando, Florida.

4. Defendant, RICHMAN ORLANDO DEVELOPMENT PARTNERS, LLC d/b/a “The Morgan Apartments” (“Richman”), is a foreign limited liability company. Richman may be served with process by serving its registered agent, Cogency Global Inc., 115 N. Calhoun Street, Suite 4, Tallahassee, FL 32301.

5. Defendant, SUMMIT CONTRACTING CORPORATION (“Summit”), is a Florida corporation with its principal place of business located in Delray Beach, Florida. Summit may be served with process by serving its in-state registered agent, Gregory V. Linder, 320 W. Mallory Circle, Delray Beach, FL 33483.

6. Defendant, SUPERIOR EQUIPMENT SOLUTIONS, INC. (“Superior”), is a foreign corporation. Superior may be served with process by serving its registered agent, Jeffrey Bernstein, located at 1085 Bixby Drive, City of Industry, CA 91745.

### **JURISDICTION & VENUE**

7. This Court has subject matter jurisdiction because this is an action to recover damages in excess of \$50,000.00, exclusive of fees, costs, and interest.

8. This Court is authorized to exercise personal jurisdiction over Richman pursuant to the Florida Long-Arm Statute, Fla. Stat. §§ 48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6), because the claims stated herein arise out of Richman:

- a. Operating, conducting, engaging in, or carrying on a business or business venture in Florida or having an office or agency in Florida;
- b. Committing a tortious act within Florida; or

- c. Causing injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) Richman was engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured by Richman anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.

9. This Court is additionally authorized to exercise personal jurisdiction over Richman because Richman owns and operates an apartment complex, The Morgan Apartments, in Orlando, Florida. Richman may properly be regarded as being at home in Florida.

10. This Court is authorized to exercise personal jurisdiction over Summit because Summit is a Florida corporation with its principal place of business located in Florida. Summit may properly be regarded as being at home in Florida.

11. This Court is authorized to exercise personal jurisdiction over Superior pursuant to the Florida Long-Arm Statute, Fla. Stat. §§ 48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6), because the claims stated herein arise out of Superior:

- a. Operating, conducting, engaging in, or carrying on a business or business venture in Florida or having an office or agency in Florida;
- b. Committing a tortious act within Florida; or
- c. Causing injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) Superior was engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured by Superior anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.

12. This Court is further authorized to exercise personal jurisdiction over Superior because Superior has the following sufficient minimum contacts with the State of Florida:

- a. Superior entered into a contract or agreement to develop, design, manufacture, produce, assemble, distribute, sell,

and/or install the subject grill at an apartment complex in Orlando, Florida;

- b. Superior knowingly, purposely, and intentionally sent and delivered design drawings, schematics, blueprints, and other correspondences to Florida relating to the development, design, construction, manufacture, production, assembly, distribution, and/or installation of the subject grill at an apartment complex in Orlando, Florida;
- c. Superior knowingly, purposely, and intentionally sold and shipped grill parts and components to Florida to be used in the development, design, construction, manufacture, production, assembly, distribution, and/or installation of the subject grill at an apartment complex in Orlando, Florida;
- d. Superior knowingly, purposely, and intentionally did business with Florida residents and businesses in order to have its grill products, including the subject grill, installed and used at an apartment complex in Orlando, Florida;
- e. At all times material hereto, Superior knew and intended that its grill products, including the subject grill, would be installed at an apartment complex in Orlando, Florida and would subsequently be used by the apartment complex's Florida residents; and
- f. Gaidau's causes of action against Superior arise out of or relate to Superior's above-referenced contacts.

13. Venue is proper in this Court because the causes of action stated herein accrued in Orlando, Florida.

### **FACTS**

14. Richman is in the business of and derives substantial revenue from owning and operating a residential apartment complex named "The Morgan Apartments," located at 6315 Corporate Centre Boulevard, Orlando, Florida 32822.

15. Richman advertises that The Morgan Apartments offers luxury apartment living and provides community amenities to residents, including a resort-style pool with a waterfall, a whirlpool spa, and a summer kitchen with outdoor cooking grills, including the subject grill.

16. Summit is in the business of and derives substantial revenue from developing, designing, and constructing apartment complexes and amenities throughout the United States, including in Florida.

17. Summit developed, designed, and constructed The Morgan Apartments and its amenities, including its summer kitchen, outdoor cooking area, and the subject grill.

18. Superior is in the business of and derives substantial revenue from designing, developing, manufacturing, producing, assembling, distributing, selling, and installing outdoor cooking grills, including the subject grill.

19. On February 11, 2022, Gaidau and Richman executed an Apartment Lease Contract whereby Richman agreed to lease an apartment unit at The Morgan Apartments to Gaidau in exchange for the payment of rent and other consideration. A true and correct copy of the Apartment Lease Contract is attached hereto as **Exhibit A**.

20. As part of the Apartment Lease Contract and as otherwise provided by Florida law, Richman was required to ensure and maintain the safety of the apartment complex and all of its community areas and fixtures, including the summer kitchen, the outdoor grilling area, and the subject grill.

21. On July 31, 2022, Gaidau was preparing to use the subject grill to cook two steaks. As Gaidau proceeded to light the subject grill, the subject grill suddenly malfunctioned and exploded. The explosion set Gaidau on fire and he burned alive until he jumped into a nearby swimming pool.

22. Gaidau suffered extensive burns to his body, including his torso, both arms, and both legs. Gaidau is now permanently scarred and disfigured. Gaidau has incurred and will continue to incur significant medical bills, costs, and other economic damages as a result of the incident and his injuries.

23. Upon investigation, the subject grill was found to be defectively and negligently designed, developed, constructed, manufactured, assembled, installed, and maintained in a way that allowed flammable gas to dangerously accumulate within the grill structure, all unbeknownst to the grill's user. When Gaidau ignited the subject grill at the time of the incident, the accumulated gas quickly exploded and injured him as a result.

24. The defective and negligent design, construction, manufacture, assembly, installation, and maintenance of the subject grill rendered the subject grill unreasonably dangerous for its designed and intended uses.

25. The defective and negligent design, construction, manufacture, assembly, installation, and maintenance of the subject grill actually and proximately caused injury and damage to Gaidau.

26. Unfortunately, this is not the first instance where the subject grill exploded and caused injury. According to the Orlando Fire Department, other related emergencies were reported in the days immediately preceding the incident in which Gaidau was injured. Notwithstanding, Richman, Summit, and Superior did nothing to fix the subject grill's dangerous condition or to protect the apartment complex's residents, including Gaidau, from the danger.

**COUNT I—BREACH OF APARTMENT LEASE CONTRACT**  
**(Against Richman)**

27. Gaidau re-alleges paragraphs 1 through 26 of this Complaint as if fully stated herein.

28. On February 11, 2022, Gaidau and Richman executed an Apartment Lease Contract whereby Richman agreed to lease an apartment unit at The Morgan Apartments to Gaidau in exchange for the payment of rent and other consideration. A true and correct copy of the Apartment Lease Contract is attached hereto as **Exhibit A**.

29. As part of the Apartment Lease Contract, Richman was contractually required to ensure and maintain the safety of the apartment complex and all community areas and fixtures, including the summer kitchen, the outdoor grilling area, and the subject grill.

30. Richman breached the Apartment Lease Contract by failing to ensure the safety of the apartment complex and all community areas and fixtures, including the summer kitchen, the outdoor grilling area, and the subject grill.

31. Richman breached the Apartment Lease Contract by failing to properly maintain, service, and repair the subject grill as required.

32. Richman's breach of the Apartment Lease Contract actually and proximately caused injury and damage to Gaidau.

**WHEREFORE**, Plaintiff, ALEXANDRU GAIDAU, demands judgment against Defendant, RICHMAN ORLANDO DEVELOPMENT PARTNERS, LLC d/b/a "The Morgan Apartments", for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, loss of consortium, mental

anguish, emotional distress, pain and suffering, attorneys' fees, costs, and interest, and for any such further relief as the Court deems appropriate.

**COUNT II—NEGLIGENCE PER SE**  
**(Against Richman)**

33. Gaidau re-alleges paragraphs 1 through 26 of this Complaint as if fully stated herein.

34. On February 11, 2022, Gaidau and Richman executed an Apartment Lease Contract whereby Richman agreed to lease an apartment unit at The Morgan Apartments to Gaidau in exchange for the payment of rent and other consideration. A true and correct copy of the Apartment Lease Contract is attached hereto as **Exhibit A**.

35. By executing the Apartment Lease Contract, Gaidau and Richman entered into an agreement providing for the rental of a dwelling unit, which is governed by the Florida Residential Landlord and Tenant Act, Fla. Stat. §§ 83.40, *et seq.*

36. Richman is a landlord as defined by the Florida Residential Landlord and Tenant Act.

37. Gaidau is a tenant as defined by the Florida Residential Landlord and Tenant Act.

38. Pursuant to the Florida Residential Landlord and Tenant Act, Richman owed a duty to Gaidau to comply with the requirements of all applicable building, housing, and health codes with respect to the design, construction, manufacture, installation, maintenance, and repair of the summer kitchen, the outdoor grilling area, and the subject grill.

39. Pursuant to the Florida Residential Landlord and Tenant Act, Richman owed a duty to Gaidau to maintain all of the apartment complex's structural components in good repair, including the summer kitchen, the outdoor grilling area, and the subject grill.



40. Pursuant to the Florida Residential Landlord and Tenant Act, Richman owed a duty to Gaidau to make reasonable provisions to ensure the safe condition of the apartment complex's common areas, including the summer kitchen, the outdoor grilling area, and the subject grill.

41. The above duties imposed by the Florida Residential Landlord and Tenant Act were designed and enacted by the Florida Legislature to protect residential tenants like Gaidau from the type of harm that occurred to Gaidau in this case.

42. Richman breached the above duties by failing to ensure that the summer kitchen, the outdoor grilling area, and the subject grill were designed, developed, constructed, manufactured, assembled, and installed in accordance with all applicable building, housing, and health codes.

43. Richman breached the above duties by failing to ensure the safety of the apartment complex and all community areas and fixtures, including the summer kitchen, the outdoor grilling area, and the subject grill.

44. Richman breached the above duties by failing to properly maintain, service, and repair the subject grill as required.

45. Richman's breach of the above duties actually and proximately caused injury and damage to Gaidau.

46. Gaidau has the legal right to enforce the above duties and to recover all damages caused by Richman's noncompliance. *See* Fla. Stat. §§ 83.54, 83.55.

**WHEREFORE**, Plaintiff, ALEXANDRU GAIDAU, demands judgment against Defendant, RICHMAN ORLANDO DEVELOPMENT PARTNERS, LLC d/b/a "The Morgan Apartments", for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages,

consequential damages, economic damages, non-economic damages, loss of consortium, mental anguish, emotional distress, pain and suffering, attorneys' fees, costs, and interest, and for any such further relief as the Court deems appropriate.

**COUNT III—NEGLIGENCE**  
**(Against Richman)**

47. Gaidau re-alleges paragraphs 1 through 26 of this Complaint as if fully stated herein.

48. Richman owed a duty to comply with the requirements of all applicable building, housing, and health codes with respect to the design, construction, manufacture, installation, maintenance, and repair of the summer kitchen, the outdoor grilling area, and the subject grill.

49. Richman owed a duty to maintain all of the apartment complex's structural components in good repair, including the summer kitchen, the outdoor grilling area, and the subject grill.

50. Richman owed a duty to make reasonable provisions to ensure the safe condition of the apartment complex's common areas, including the summer kitchen, the outdoor grilling area, and the subject grill.

51. Richman owed a duty to notify and warn residents, including Gaidau, about the subject grill's dangerous condition, which Richman knew about before July 31, 2022.

52. Richman owed a duty to remove the subject grill from service and to take all reasonable efforts and precautions to protect residents, including Gaidau, from the subject grill's dangerous condition, which Richman knew about before July 31, 2022.

53. Richman breached the above duties.

54. Richman's breach of the above duties actually and proximately caused injury and damage to Gaidau.

**WHEREFORE**, Plaintiff, ALEXANDRU GAIDAU, demands judgment against Defendant, RICHMAN ORLANDO DEVELOPMENT PARTNERS, LLC d/b/a “The Morgan Apartments”, for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, loss of consortium, mental anguish, emotional distress, pain and suffering, attorneys’ fees, costs, and interest, and for any such further relief as the Court deems appropriate.

**COUNT IV—STRICT LIABILITY**  
**(Against Summit)**

55. Gaidau re-alleges paragraphs 1 through 26 of this Complaint as if fully stated herein.

56. Summit is responsible for designing, constructing, manufacturing, assembling, distributing, and/or installing the subject grill.

57. The subject grill is defective in its design, manufacture, and/or warning.

58. The subject grill’s defective condition rendered it unreasonably dangerous for its designed and intended uses.

59. The subject grill’s defective and unreasonably dangerous condition actually and proximately caused injury and damage to Plaintiff.

**WHEREFORE**, Plaintiff, ALEXANDRU GAIDAU, demands judgment against Defendant, SUMMIT CONTRACTING CORPORATION, for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, loss of consortium, mental anguish, emotional distress, pain and suffering, costs, and interest, and for any such further relief as the Court deems appropriate.

**COUNT V—NEGLIGENCE**  
**(Against Summit)**

60. Gaidau re-alleges paragraphs 1 through 26 of this Complaint as if fully stated herein.

61. Summit is responsible for designing, constructing, manufacturing, assembling, distributing, and/or installing the subject grill.

62. Summit owed a duty to properly design, construct, manufacture, assemble, distribute, and install the subject grill such that it was in a safe condition and without defect.

63. Summit owed a duty to adequately test, inspect, and assure the quality of the subject grill before allowing the subject grill to be used.

64. Summit owed a duty to provide adequate warnings, instructions, and information with the subject grill.

65. Summit breached the above duties.

66. Summit's breach of the above duties actually and proximately caused injury and damage to Gaidau.

**WHEREFORE**, Plaintiff, ALEXANDRU GAIDAU, demands judgment against Defendant, SUMMIT CONTRACTING CORPORATION, for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, loss of consortium, mental anguish, emotional distress, pain and suffering, costs, and interest, and for any such further relief as the Court deems appropriate

**COUNT VI—STRICT LIABILITY**  
**(Against Superior)**

67. Gaidau re-alleges paragraphs 1 through 26 of this Complaint as if fully stated herein.

68. Superior is responsible for designing, developing, manufacturing, assembling, producing, distributing, selling, and/or installing the subject grill.

69. The subject grill is defective in its design, manufacture, and/or warning.

70. The subject grill's defective condition rendered it unreasonably dangerous for its designed and intended uses.

71. The subject grill's defective and unreasonably dangerous condition actually and proximately caused injury and damage to Plaintiff.

**WHEREFORE**, Plaintiff, ALEXANDRU GAIDAU, demands judgment against Defendant, SUPERIOR EQUIPMENT SOLUTIONS, INC., for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, loss of consortium, mental anguish, emotional distress, pain and suffering, costs, and interest, and for any such further relief as the Court deems appropriate.

**COUNT VII—NEGLIGENCE**  
**(Against Superior)**

72. Gaidau re-alleges paragraphs 1 through 26 of this Complaint as if fully stated herein.

73. Superior is responsible for designing, developing, manufacturing, assembling, producing, distributing, selling, and/or installing the subject grill.

74. Superior owed a duty to properly design, develop, manufacture, assemble, produce, distribute, sell, and install the subject grill such that it was in a safe condition and without defect.

75. Superior owed a duty to adequately test, inspect, and assure the quality of the subject grill before allowing the subject grill to be used.

76. Superior owed a duty to provide adequate warnings, instructions, and information with the subject grill.

77. Superior breached the above duties.

78. Superior's breach of the above duties actually and proximately caused injury and damage to Gaidau.

**WHEREFORE**, Plaintiff, ALEXANDRU GAIDAU, demands judgment against Defendant, SUPERIOR EQUIPMENT SOLUTIONS, INC., for all injuries and damages sustained as a result of the incident giving rise to this action, whether already incurred or to be incurred in the future, including all actual damages, consequential damages, economic damages, non-economic damages, loss of consortium, mental anguish, emotional distress, pain and suffering, costs, and interest, and for any such further relief as the Court deems appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff, ALEXANDRU GAIDAU, demands a jury trial on all issues so triable.

Dated: March 6, 2023

/s/ Steven E. Nauman  
**STEVEN E. NAUMAN, ESQ.**  
Florida Bar No.: 106126  
**Morgan & Morgan, P.A.**  
20 North Orange Avenue, Suite 1600  
Orlando, FL 32801  
Telephone: (407) 420-1414  
Email: [snauman@forthepeople.com](mailto:snauman@forthepeople.com)  
Secondary Email: [ccoates@forthepeople.com](mailto:ccoates@forthepeople.com)  
*Counsel for Plaintiff*