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IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT COURT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

JOHNNY CORTESIS, as Personal
Representative of the Estate of
MEREDITH CORTESIS, deceased,

Plaintiff,

v.

THE BRIDGE II, LLC and
MICHAEL I. OSSIP,

Defendants.

_____ /

COMPLAINT

Plaintiff, Johnny Cortesis, as Personal Representative of the Estate of Meredith Cortesis, deceased, sues Defendants The Bridge II, LLC and Michael I. Ossip, and alleges the following:

1. This is a civil action for wrongful death pursuant to §768.16 — 768.21, *Fla. Stat.* (The Florida Wrongful Death Act), and for damages in excess of Thirty Thousand Dollars (\$30,000.00), exclusive of interest and costs.
2. Venue is proper in Palm Beach County, Florida, as the acts or omissions giving rise to this action occurred in Palm Beach County, Florida.
3. At all times material, Johnny Cortesis and Terry Cortesis were the parents of Meredith Cortesis, and are the sole surviving beneficiaries of the Estate of Meredith Cortesis.

4. At all times material, Johnny Cortesis was the Personal Representative of the Estate of Meredith Cortesis.
5. At all times material, The Bridge II, LLC. (The Bridge) was a Florida corporation licensed and doing business in Palm Beach County, Florida.
6. At all times material hereto, Defendant Michael I. Ossip was the Executive Director of The Bridge.
7. At all times material hereto, Defendant Michael I. Ossip provided mental health therapy and counseling services to the residents and patients of The Bridge, including Meredith Cortesis.
8. At all times material hereto, Defendant The Bridge II, LLC owned, operated, and otherwise managed a residential addiction treatment facility being operated as a sober home.
9. At all times material hereto, Defendant, The Bridge II, LLC held itself out to the public to provide addiction treatment services in a residential setting at 6503 North Military Trail, Apartment 2801, Boca Raton, Florida.
10. At all times material hereto, Defendant The Bridge operated from a principal place of business located at 455 Northeast Fifth Avenue, Suite D101, Delray Beach, Palm Beach County, Florida.
11. Based on marketing materials disseminated via the internet, The Bridge provides “supportive sober living environments for men and women who desire a drug and alcohol-free life.” In addition, The Bridge is a “sober house that assists residents in solidifying a clean and sober lifestyle.”
12. Meredith Cortesis sought treatment at The Bridge through the help of her parents.

13. In approximately March of 2019, Meredith Cortesis was admitted to The Bridge's sober home treatment facility, because she was seeking addiction treatment and support for her longstanding addictions and mental health.

14. In an email to the parents of Meredith Cortesis describing the services to be provided, Michael I. Ossip, the Executive Director, wrote that he and The Bridge would provide the following:

- a. Clean and sober living with guidelines required while living at The Bridge.
- b. Random drug and alcohol testing.
- c. Resident manager support.
- d. Weekly support program and therapy led by Defendant Ossip and held at the residence.
- e. Zero tolerance policy "as far as relapse goes."
- f. Three resident managers.
- g. Monitoring of residents.
- h. Support provided to residents, and "guidance wherever appropriate."

See 3/29/19 email to Terry Cortesis from "The Bridge," attached as Exhibit A.

15. To the best of the Plaintiff's knowledge and belief, drug testing was performed on a recurrent and random basis to residents of The Bridge, including Meredith Cortesis.

16. Under no circumstances, was drug testing performed fewer than two times per week to the best of Plaintiff's knowledge and belief, as required by The Bridge.

17. In addition to drug testing, The Bridge offered daily monitoring of Meredith Cortesis while she was a resident of The Bridge.

18. During the week of February 24, 2020, The Bridge failed to conduct any drug testing of Meredith Cortesis.

19. During the week of February 24, 2020, The Bridge failed to properly and adequately monitor the whereabouts of Meredith Cortesis.

20. No check of Meredith Cortesis was conducted by Defendants on Saturday, February 29, 2020, or the evening of Friday, February 28, 2020.
21. On March 1, 2020 at 3:00 p.m. Meredith Cortesis was found dead in the Mizner Apartments residence provided by The Bridge.
22. Based upon the autopsy performed by the Palm Beach County Medical Examiner, Meredith Cortesis died from Fentanyl toxicity due to overdose.

**COUNT I--WRONGFUL DEATH CLAIM AGAINST
DEFENDANT THE BRIDGE II, LLC**

23. Plaintiff readopts and re-alleges all prior paragraphs.
24. At all times material, The Bridge II, LLC (The Bridge) was a Florida for-profit corporation which provided drug rehabilitation, mental health counseling, and addiction medicine treatment and services, both through its principal place of business and through the residence where Meredith Cortesis was assigned at the Mizner Court Apartments in Palm Beach County, Florida.
25. Defendant The Bridge was also engaged in providing addiction treatment services through therapy programs and licensed mental health workers, such as Defendant Michael I. Ossip, at regularly scheduled intervals of counseling and treatment provided at the Mizner Court Apartments to Meredith Cortesis.
26. Because the employees, agents, and/or apparent agents of Defendant The Bridge were not “healthcare providers” as defined by Chapter 766, Florida Statutes, the medical malpractice presuit screening requirements do not apply to Defendant The Bridge.

27. At all times material, Defendant The Bridge had, either as a matter of common law or by virtue of the undertakings described in the promotional materials in the March 29, 2019 email, to do the following:

- a. Providing a safe environment for patients, including Meredith Cortesis, who were patients and clients at The Bridge;
- b. Providing addiction treatment services;
- c. Ensuring that periodic observation was provided for patients;
- d. Ensuring that the facility staff is adequately trained, properly licensed, and then confirming their licensure;
- e. Ensuring that staff follow appropriate protocols to ensure there are no lapses in services, including but not limited to, the periodic monitoring and drug testing provided by The Bridge;
- f. Implementing appropriate policies and procedures and modes of operation;
- g. Following appropriate policies and procedures and modes of operation;
- h. Implementing and enforcing policies and procedures to only admit appropriate patients;
- i. Implementing and enforcing policies and procedures to be able to recognize when patients are at risk for overdose and taking preventative action to avoid overdose;
- j. Transferring or sending patients out to acute care units or hospitals, when necessary, especially for addiction medicine treatment;
- k. Ensuring that at-risk patients, such as Meredith Cortesis, are not left unobserved or unattended for extended periods of time;
- l. Implementing a policy requiring staff to visually observe and confirm the whereabouts and activities of at-risk patients during patient checks, to ensure those patients are not left unobserved or unattended for long periods of time;
- m. Ensuring that Defendant hires, trains and retains enough qualified trained staff to meet these non-delegable duties at all times;

- n. Ensuring that all applicable industry, state and Federal rules, laws, codes, standards, guidelines, and regulations were implemented and followed at all times by all employees and contractors working at The Bridge; and
- o. To follow, implement, and adhere to the treatment protocols contained in the ASAM Criteria, the standards of care for addiction medicine treatment created by the American Society for Addiction Medicine.
- p. Performing periodic and random drug testing or screening.

28. Defendant The Bridge was negligent in one more of the following ways which, individually or in combination, caused Meredith Cortesis' death:

- a. The Bridge breached the duties listed in this Count and owed to Meredith Cortesis during her admission, residence and treatment at their facility at the Mizner Court Apartments.
- b. Failing to complete drug testing, particularly in the seven days prior to her overdose death, as contractually promised.
- c. Defendant The Bridge, failed to implement appropriate safety measures to prevent overdose.
- d. Defendant The Bridge negligently monitored Meredith Cortesis for signs of drug use or risk for overdose, particularly in the 10 days prior to her death.
- e. Defendant The Bridge negligently failed to monitor Meredith Cortesis in the seven days prior to her death, including failure to conduct drug testing or screening.
- f. Defendant The Bridge negligently monitored Meredith Cortesis in the 24 hours prior to her death, including the failure to monitor her for risk of overdose, and for negligently failing to administer an antidote in the event of overdose in the Mizner Court Apartments.
- g. Defendant The Bridge violated the ASAM Criteria.

29. As a direct and proximate result of the Defendant The Bridge's breaches as outlined above, Meredith Cortesis died.

30. As a direct and proximate result of Defendant The Bridge's negligence, Meredith Cortesis and the statutory survivors (her parents) suffered mental pain and

suffering, in the past and in the future as a result of the wrongful death of Meredith Cortesis.

31. As a direct and proximate result of the Defendant The Bridge's negligence, the Estate of Meredith Cortesis incurred medical and funeral expenses, lost income, in the past and future, and loss of net accumulations.

32. As a direct and proximate result of Defendant The Bridge's negligence, Meredith Cortesis died, and the statutory survivors (her parents) suffered mental pain and suffering, in the past and in the future as a result of the wrongful death of Meredith Cortesis.

WHEREFORE, the Estate of Meredith Cortesis, and the statutory survivors, demand all wrongful death damages as allowed by law against Defendant The Bridge II, LLC and further demand costs, pre-judgment interest on past-due economic losses.

**COUNT II-VICARIOUS LIABILITY CLAIM AGAINST
DEFENDANT THE BRIDGE II, LLC**

33. Plaintiff readopts and realleges all prior paragraphs as if each paragraph were recited verbatim with this Court.

34. At all times material hereto, Defendant The Bridge II, LLC (The Bridge), was vicariously liable for the acts or omissions of the agents and/or apparent agents, and/or employees working at The Bridge at the time of Meredith Cortesis' admission, as it exercised sufficient control over such agents or employees.

35. Beginning at the time of Meredith Cortesis' admission to The Bridge, agents or employees of The Bridge were performing services that:

a. They were employed and/or contracted to perform; and

- b. occurred within the time and space limits authorized or required by the work they performed; and
- c. Their work was activated at least by a purpose to serve Defendant, The Bridge II, LLC.

36. The agents or employees of The Bridge's, actions or omissions were a direct and proximate cause of the injuries, damages and losses to the Plaintiff, including the wrongful death of Meredith Cortesis.

WHEREFORE, the Estate of Meredith Cortesis, and the statutory survivors, demand all wrongful death damages as allowed by law against Defendant The Bridge II, LLC and further demand costs, pre-judgment interest on past-due economic losses.

**COUNT III--WRONGFUL DEATH CLAIM AGAINST
DEFENDANT MICHAEL I. OSSIP**

37. Plaintiff readopts and re-alleges all prior paragraphs.

38. At all times material, Michael I. Ossip was a licensed social worker who provided drug rehabilitation, mental health counseling, and addiction medicine treatment and services, both through his principal place of business and through the residence where Meredith Cortesis was assigned at the Mizner Court Apartments in Palm Beach County, Florida.

39. At all times material Defendant, Michael I. Ossip was engaged in a therapist-patient relationship with Meredith Cortesis, providing addiction and/or mental health treatment services at regularly scheduled intervals of counseling, group therapy, and treatment, led by Defendant Michael I. Ossip, and provided at the Mizner Court Apartments to Meredith Cortesis.

40. Because Michael I. Ossip was not a “healthcare providers” as defined by Chapter 766, Florida Statutes, the medical malpractice presuit screening requirements do not apply to Defendant Michael I. Ossip.

41. At all times material, Defendant Michael I. Ossip was the “Executive Director” of The Bridge and is individually liable for any negligence he committed in such capacity.

42. At all times material, Defendant Michael I. Ossip had, either as a matter of common law or by virtue of the undertakings described in the promotional materials and/or in his March 29, 2019 email (Exhibit A), to do the following:

- a. Providing a safe environment for patients, including Meredith Cortesis, who were patients and clients at The Bridge;
- b. Providing addiction and mental health treatment services;
- c. Ensuring that periodic observation was provided for patients, including Meredith Cortesis;
- d. Ensuring that the facility staff is adequately trained, properly licensed, and then confirming their licensure;
- e. Ensuring that staff follow appropriate protocols to ensure there are no lapses in services, including but not limited to, the periodic monitoring and drug testing provided by The Bridge;
- f. Implementing and following appropriate policies and procedures and modes of operation, including periodic and random drug and alcohol testing;
- g. Implementing and enforcing policies and procedures to only admit appropriate patients;
- h. Implementing and enforcing policies and procedures to be able to recognize when patients are at risk for overdose and taking preventative action to avoid overdose;
- i. Transferring or sending patients out to acute care units or hospitals, when necessary, especially for addiction medicine treatment;

- j. Ensuring that at-risk patients, such as Meredith Cortesis, are not left unobserved or unattended for extended periods of time;
 - k. Implementing a policy requiring staff to visually observe and confirm the whereabouts and activities of at-risk patients during patient checks, to ensure those patients are not left unobserved or unattended for long periods of time;
 - l. Ensuring that Defendant hires, trains and retains enough qualified trained staff to meet these non-delegable duties at all times;
 - m. Providing “caring individuals enforcing the guidelines and monitoring residents” per Exhibit A;
 - n. Ensuring that all applicable industry, state and Federal rules, laws, codes, standards, guidelines, and regulations were implemented and followed at all times by all employees and contractors working at The Bridge;
 - o. Providing “resident manager support” per Exhibit A;
 - p. Providing a “zero tolerance policy” per Exhibit A; and
 - q. Providing “support” and “guidance” whenever appropriate per Exhibit A.
43. Defendant Michael I. Ossip was negligent in one more of the following ways which, which individually or in combination, caused Meredith Cortesis’ death:
- a. Michael I. Ossip breached the duties listed in this Count to Meredith Cortesis during her admission, residence and treatment at their facility at the Mizner Court Apartments.
 - b. Failing to complete drug testing, particularly in the seven days prior to her overdose death, as contractually promised.
 - c. Defendant Michael I. Ossip, failed to implement appropriate safety measures to prevent overdose.
 - d. Defendant Michael I. Ossip negligently monitored Meredith Cortesis for signs of drug use or risk for overdose, particularly in the 10 days prior to her death.
 - e. Defendant Michael I. Ossip negligently failed to treat and monitor Meredith Cortesis prior to her death.

- f. Defendant Michael I. Ossip negligently monitored and treated Meredith Cortesis, including the failure to monitor her for risk of overdose, and for negligently failing to provide or administer an antidote in the event of overdose in the Mizner Court Apartments.
44. As a direct and proximate result of the Defendant Michael I. Ossip's breaches and negligence as outlined above, Meredith Cortesis died.
45. As a direct and proximate result of Defendant Michael I. Ossip's negligence, Meredith Cortesis and the statutory survivors (her parents) suffered mental pain and suffering, in the past and in the future as a result of the wrongful death of Meredith Cortesis.
46. As a direct and proximate result of the Defendant Michael I. Ossip's negligence, the Estate of Meredith Cortesis incurred medical and funeral expenses, lost income, in the past and future, and loss of net accumulations.
47. As a direct and proximate result of Defendant Michael I. Ossip's negligence, Meredith Cortesis died, and the statutory survivors (her parents) suffered mental pain and suffering, in the past and in the future as a result of the wrongful death of Meredith Cortesis.

WHEREFORE, the Estate of Meredith Cortesis, and the statutory survivors, demand all wrongful death damages as allowed by law against Defendant Michael I. Ossip and further demand costs, pre-judgment interest on past-due economic losses.

DEMAND FOR TRIAL BY JURY

Plaintiff demands trial by jury on all issues so triable as of right.

DATED this 15th day of June, 2021.

/s/ John V. Colvin

JOHN V. COLVIN

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From: The Bridge <info@thebridgeproperties.com>
Date: March 29, 2019 at 10:48:05 PM EDT
To: Terry Cortesis <jtcortesis@gmail.com>
Subject: The Bridge

Hi Terry,

It was very nice speaking with you yesterday. Our website is: www.TheBridgeProperties.com. Here is the detailed information, as discussed;

Our women's residences are nicely appointed 2 bedroom / 2 bath condo style apartments in an upscale, gated complex in a very nice area of Boca Raton. Bedrooms and bathrooms are shared with one other woman. The complex has a two lovely swimming pools, tennis courts, a gym, and jacuzzi. We have laundry facilities inside each apartment. We also have three other beautiful properties for women that are part of The Bridge; Flamingo House, The Villas, and Starfish Executive Residences where single rooms are available. Within a few blocks are supermarket shopping, shops, restaurants, public transportation, and there are a tremendous amount of job opportunities nearby. Within a few mile radius (most of them close by) are 100's of 12-step (AA & NA) meetings each week.

We want our residents to make a 12-step meeting every day if they are in their first 90 days of residence, then at least 5 meetings per week thereafter. We have a 12-step meeting on property, once each week. We want everyone to have or obtain a sponsor with at least 3 years continuous recovery within 2

weeks of residence. We also suggest choosing a home group within the first month. We want our residents to build a strong support network of other women with solid recovery. Most of our residents work full time, we do however accommodate students and others who do volunteer work. We are flexible but want to ensure that everyone is involved with positive and productive activities.

The expenses are as follows;

\$150.00 Administrative/Application fee (one time non-refundable)

\$975.00 security deposit. This is refundable under the following conditions; Meredith completes the minimum six-month commitment, gives us at least 30 days notice before moving, stays clean and sober throughout her stay, follows all the guidelines while living at The Bridge, does not get discharged for any reason, and leaves everything neat, clean and undamaged upon move out. Following move out, the deposit would then be refunded.

\$975.00 first month period non-refundable; this includes cable, telephone, water, reasonable electric, wireless internet, random drug & alcohol testing and resident manager support.

\$ 75.00 (optional - one-time charge) Linens; comforter, sheets, pillow, towel, washcloth.

Any (optional) additional amount may be placed on account for food and incidentals as well.

We are a smaller, more intimate setting than some out there and have a wonderful group women. We have a zero tolerance

policy as far as relapse goes. We feel that we have found a nice balance between structure, accountability, and autonomy.

I am a Licensed Psychotherapist and I am the Executive Director at The Bridge. We have three resident managers who work with me to monitor our residents, provide support, do random drug and alcohol testing and give guidance wherever appropriate. Most of our residents work full time and can find gainful employment, if they apply themselves, quite soon after arriving.

The Bridge has been helping people in recovery for the past 19 years. We have a very special place for individuals who want a higher quality place in which to live, where they can move forward in recovery, and have caring individuals enforcing the guidelines, and mentoring our residents. We have residents with varying lengths of recovery including some with over a year clean and sober. If you have any further questions, please do not hesitate to call me at 561-289-6000.

Best regards,

*Michael I. Ossip, LCSW
Licensed Psychotherapist
The Bridge
Executive Director
561-289-6000
www.TheBridgeProperties.com*