

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

CIRCUIT CIVIL DIVISION

CASE NO.

DEZER DEVELOPMENT, LLC, a  
Florida limited liability company

Plaintiff,

v.

DANA GOLDMAN, an individual, and  
JERRY JOSEPH, an individual,

Defendants.

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**COMPLAINT FOR DEFAMATION**

Plaintiff Dezer Development, LLC, a Florida limited liability company (“Dezer”), sues Defendants, Dana Goldman (“Goldman”) and Jerry Joseph (“Joseph”), stating as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. This is a Complaint against Dana Goldman, the current mayor of Sunny Isles Beach, Florida and candidate for re-election, as well as Jerry Joseph, a current member of the Sunny Isles Beach City Commission, for the knowingly false and defamatory statements waged by Goldman and Joseph against a private company to further their personal vendettas against Dezer and zeal for Goldman to be re-elected in a tight campaign race.

2. Plaintiff, Dezer Development, LLC, is a Florida limited liability company with its principal place of business in Sunny Isles Beach, Florida.

3. Defendant, Dana Goldman, is the current mayor of Sunny Isles Beach, Florida, whose term expires in 2022.

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2601 South Bayshore Drive, Penthouse, Miami, FL 33133 · T. 305-858-2900 F. 305-858-5261

4. In the November general election for the next Mayor, Defendant Dana Goldman's opponent Larisa Svechin received more votes but the two candidates are now in a run-off election.

5. This is the second time Goldman and Svechin have run against each other and the second time there is a run-off, with Svechin receiving more in-person votes in all prior instances.

6. Defendant, Jerry Joseph, is a member of the Sunny Isles Beach City Commission.

7. The defamatory statements published by Goldman and Joseph have damaged Plaintiff in an amount that exceeds \$35,000.00, exclusive of attorneys' fees and costs.

8. Pursuant to § 47.051, Fla. Stat., venue is proper in the Circuit Court of the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida because the causes of action accrued in Miami-Dade County and all events complained of occurred in Miami-Dade County.

### **GENERAL ALLEGATIONS**

9. On or about November 24, 2022, Goldman published on her social media accounts that "Larisa Svechin is BOUGHT and PAID FOR by Dezer Development . . . and that Larisa Svechin will pay them back by radically upzoning two of their West Side properties."

10. Further, on or about November 25, 2022, Goldman published a website, controlled by her, that claimed that Dezer "bought and paid for" Larissa Svechin with \$750,000.

11. The publication further provided that it did so because "Svechin is a Dezer servant who will radically upzone two of [Dezers'] West Side properties." The publication went so far as to claim that Svechin's family is "secretly" working for the Dezers.

12. Goldman repeats these allegations on multiple social media sites she controls.

13. Additionally, on or about November 25, 2022, Joseph posted these same statements on social media.

14. Not a single part of this three-prong attack against Dezer is true.

15. The statement that Dezer paid \$750,000 to support Svechin is false.
16. The statement that Dezer seeks to “radically upzone” two of Dezers’ West Side properties is false.
17. The statement that Dezer has somehow “secretly” employed Svechin’s family member(s) is false.
18. While a Dezer affiliate owns the depicted Thunderbird West site, the site plan it proposed merely requests the same intensity already allowed pursuant to the Sunny Isles Beach Zoning Code. It does not seek any “upzoning” at all, let alone the alleged “radical upzoning” – a fact of which Goldman, as the current mayor, is well aware.
19. The “Epicure” Site is also owned by a Dezer affiliate. However, contrary to the depictions and statements in the publication, Dezer has not requested that Sunny Isles Beach change the zoning that is already set forth in the municipal code. Again, this is a fact of which Goldman is well aware.
20. Indeed, neither Dezer nor any of its affiliates even owns the Avila South Site. That additional property appears gratuitously added solely to inflame the accusation of a purported request for “radical upzoning” by increasing the size of the property at issue.
21. Goldman acted negligently in making the false statements against Dezer.
22. Goldman knew that the above statements were false or acted with a reckless disregard as to the falsity.
23. Joseph acted negligently in making the false statements against Dezer.
24. Joseph knew that the above statements were false or acted with a reckless disregard to the falsity.

**COUNT I**  
**(Defamation)**

25. Dezer incorporates paragraphs 1 through 24 as if set forth fully herein.

26. Goldman and Joseph published or caused to be published the website and social media postings claiming that Dezer bought and paid for Svechin for \$750,000 and “secretly” employed Svechin’s family to secure “radical upzoning” for certain of its affiliates’ properties.

27. Such statements are false and defamatory.

28. Goldman and Joseph negligently made such statements.

29. Goldman and Joseph knew that the statements were false or acted with a reckless disregard as to the falsity.

30. Dezer suffered damages in an amount to be established at trial.

WHEREFORE, Plaintiff, Dezer Development, LLC, respectfully requests that the Court enter judgment in its favor and against Goldman and Joseph at an amount to be established at trial, for taxable costs and for such other and further relief as it may find just and appropriate.

Dated: November 29, 2022.

Respectfully submitted,

**COFFEY BURLINGTON, P.L.**

*Counsel for Plaintiff*

2601 S. Bayshore Drive, PH-1

Miami, Florida 33133

Tel: (305) 858-2900

Fax: (305) 858-5261

By: /s/ Susan E. Raffanello

Susan E. Raffanello, Florida Bar No.: 676446

sraffanello@coffeyburlington.com

lmaltz@coffeyburlington.com

service@coffeyburlington.com