

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

CASE NO: 2021-015089-CA-01

SECTION: CA43

JUDGE: Michael Hanzman

In Re: Champlain Towers South Collapse Litigation

Plaintiff(s)

vs.

N/A

Defendant(s)

/

**ORDER GRANTING CLASS PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF THE SETTLEMENT
CLASS**

This cause is before the Court upon Class Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and for Certification of the Settlement Class ("Motion for Preliminary Approval"). In accordance with Rule 1.220 of the Florida Rules of Civil Procedure, the Court has considered the In re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement ("Settlement Agreement") executed on behalf of Plaintiffs Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leon and Lorenzo de Oliveira Leone; Kevin Spiegel as personal representative of the Estate of Judith Spiegel; Kevin Fang as personal representative of the Estate of Stacie Fang; Raysa Rodriguez; and Steve Rosenthal, individually and on behalf of the class defined below (collectively, the "Class Plaintiffs") and the Town of Surfside, Florida (the "Town of Surfside"), Securitas Security Services USA, Inc., a Delaware corporation ("Securitas"), John Moriarty & Associates of Florida, Inc., a Massachusetts corporation ("JMAF"), Stantec Architecture Inc., a North Carolina corporation ("Stantec"), **Becker & Poliakoff, P.A., a Florida professional corporation ("Becker")**, **DeSimone Consulting Engineering, DPC, a New York design professional corporation f/k/a** DeSimone Consulting Engineers, LLC, a Delaware limited liability company ("DeSimone"), NV5, Inc., a Delaware corporation ("NV5"), Morabito

Consultants, Inc., a Maryland corporation (“Morabito”), Bizzi & Partners Development LLC, a Delaware limited liability company (“B&PD”), 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation (the “87 Park Association”), 8701 Collins Development, LLC, a Delaware limited liability company (“8701 Collins”), Terra Group, LLC, a Florida limited liability company (“TG”), Terra World Investments, LLC, a Florida limited liability company (“TWI”), Florida Civil, Inc., a Florida corporation (“Florida Civil”), Chuck’s Backhoe Service, Inc., a Florida corporation (“Chuck’s Backhoe”), ASAP Installations LLC, a Florida limited liability company (“ASAP Installations”), H. Vidal & Associates, Inc., a Florida corporation (“HVA”), Rhett Roy Landscape Architecture LLC, a Florida limited liability company (“Rhett Roy”), Concrete Protection and Restoration, Inc., a Maryland corporation (“CP&R”), Concrete Protection and Restoration, LLC, a Florida limited liability company (“CP&R LLC”), Willcott Engineering, Inc., a Florida corporation (“Willcott”), Sammet Pools, Inc., a Florida corporation (“SPI”), Scott R. Vaughn, PE, LLC, a Florida limited liability company (“Vaughn PE”), CDPW, Inc., a Florida corporation (“CDPW”), Campany Roof Maintenance, LLC, a Florida limited liability company (“CRM”), R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates (“Batista”), Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America (“Western Waterproofing”), Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation (“Western Group”), Geosonics, Inc., a Pennsylvania corporation (“Geosonics”), and O & S Associates, Inc., a New York corporation (“OSA”), and Tanenbaum Harber of Florida, LLC, a Florida limited liability company (“Tanenbaum”) (the Town of Surfside, Securitas, JMAF, Stantec, Becker, Morabito, DeSimone, NV5, B&PD, the 87 Park Association, 8701 Collins, TG, TWI, Florida Civil, Chuck’s Backhoe, ASAP Installations, HVA, Rhett Roy, CP&R, CP&R LLC, Willcott, SPI, Vaughn PE, CDPW, CRM, Batista, Western Waterproofing, Western Group, Geosonics, OSA, and Tanenbaum are each a “Settling Party” and, collectively, the “Settling Parties”).

In addition to the class action proceedings in this action, the Court also instituted a

receivership proceeding within this action, appointing Michael I. Goldberg as the Receiver for the Champlain Towers South Condominium Association, Inc. (“CTSCA”), on July 2, 2021. The Receiver is a party to the Settlement Agreement and, through this Order, the Court separately authorizes the Receiver’s execution of the Settlement Agreement on behalf of the CTSCA.

Upon review of the Settlement Agreement and Class Plaintiffs’ Motion for Preliminary Approval, the Motion for Preliminary Approval is hereby **GRANTED**.

1. The terms of the Settlement are within the range of reasonableness and accordingly are preliminarily approved. In addition, this Court finds that certification of the Settlement Class satisfies the requirements of Florida Rule of Civil Procedure 1.220, and Class Counsel and the Settlement Class Representatives fairly and adequately represent the interests of the Settlement Class. This preliminary approval is subject to further consideration at the Final Approval Hearing.
2. For the reasons set forth below, subject to final approval, this Court hereby preliminarily certifies the following Settlement Class:

all (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons that died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, (e) persons or entities that suffered a loss of or damage to real property or personal property, or suffered other economic loss, as a result of the CTS Collapse, (f) Representative Claimants, and (g) Derivative Claimants.
3. Excluded from the Settlement Class is any Unit Owner, Resident, Invitee, Representative Claimant, Derivative Claimant, or other person or entity otherwise included in the Settlement Class, who timely and properly exercises the right to exclude himself, herself, or itself from the Settlement Class
4. The Court hereby appoints Harley S. Tropin and Javier A. Lopez of Kozyak Tropin & Throckmorton LLP; Rachel W. Furst and Stuart Z. Grossman of Grossman Roth Yaffa Cohen, P.A.; Ricardo M. Martínez-Cid of Podhurst Orseck, P.A.; Adam M. Moskowitz of

The Moskowitz Law Firm, PLLC; Curtis B. Miner of Colson Hicks Eidson, P.A., John Scarola of Searcy Denney Scarola Barnhart & Shipley, P.A.; Robert J. Mongeluzzi of Saltz Mongeluzzi & Bendesky; Shannon del Prado of Pita Weber & Del Prado; Jorge E. Silva of Silva & Silva, P.A.; Willie E. Gary of Gary Williams Parenti Watson & Gary, PLLC; Gonzalo R. Dorta of Gonzalo R. Dorta, P.A.; Judd G. Rosen of Goldberg & Rosen, P.A.; MaryBeth LippSmith of LippSmith LLP; Luis E. Suarez of Heise Suarez Melville, P.A.; John H. Ruiz of MSP Recovery Law Firm; William F. “Chip” Merlin, Jr. of the Merlin Law Group and Bradford R. Sohn of The Brad Sohn Law Firm as Settlement Class Counsel.

5. The Court finds that, for purposes of this agreed settlement class only, the class certification prerequisites set forth in Florida Rule of Civil Procedure 1.220 have been met for the purpose of the certification of a settlement class. By so doing, the Court does not take a position as to whether the class is appropriate for class certification in the event that the settlement does not become final and the issue of class certification is contested. This finding is without prejudice to the Settling Parties’ right to contest class certification if this Settlement does not become final.
6. At the Final Approval Hearing, the Court will consider whether the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class, and whether final orders and judgments in accordance with the terms of the Settlement Agreement should be entered.
7. The Court preliminarily finds that the Settlement Agreement: (1) was reached after arm’s-length negotiations before two distinguished mediators, and after substantial factual and legal analyses by the parties; and (2) provides a substantial cash payment to the Settlement Class, especially considering the risks associated with this litigation.
8. The Court approves, as to form and content, the Notice submitted by the parties (the “Notice”) and finds that the procedures described therein meet the requirements of Florida

Rule of Civil Procedure 1.220 and due process and provide the best notice practicable under the circumstances. The proposed Class Notice is reasonably calculated to reach a substantial percentage, if not all, of the Class Members. The Receiver, Michael I. Goldberg, shall act as the Settlement Administrator.

9. Specifically, service or publication of the Notice in accordance with the manner and method set forth in Article 9 of the Settlement Agreement constitutes good and sufficient notice, and is reasonably calculated under the circumstances to notify all interested parties of the Motion for Preliminary Approval, the Settlement Agreement, Settlement Class Release, and the proposed Bar Order, and of their opportunity to object thereto and attend the Final Approval Hearing (defined below) concerning these matters; furnishes all parties in interest a full and fair opportunity to evaluate the settlement and object to the Motion for Preliminary Approval, the Settlement Agreement, Settlement Class Release, the proposed Bar Order, and all matters related thereto; and complies with all requirements of applicable law, including, without limitation, the Florida Rules of Civil Procedure, the Court's local rules, and the Constitution. The Receiver is directed to file with this Court, no later than 5 days before the Final Approval Hearing (defined below), written evidence of compliance with the notice requirements of this paragraph, which may be in the form of an affidavit or declaration.

11. **Final Hearing.** The Court will schedule a hearing for June 23, 2022, at 9:00 a.m. in Courtroom 9-1 of the Miami-Dade Children's Courthouse, located at 155 NW 3rd St, Miami, Florida 33128 (the "Final Approval Hearing"). A Zoom link will be circulated before the Final Approval Hearing for use by those who may not wish to attend the Final Approval Hearing in person. The purposes of the Final Approval Hearing will be to consider final approval of the Settlement Agreement and entry of a Final Approval Order, as well as a Bar Order.

12. Objection Deadline, Objections, and Appearances at the Final Approval

Hearing.

Any person who objects to the terms of the Settlement Agreement, the Bar Order, the Motion for Preliminary Approval, or any of the relief related to any of the foregoing must file an objection, in writing, with the Court pursuant to the Court's procedures, no later than June 16, 2022. The written statement of objection(s) must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention. That written statement also must contain the Settlement Class Member's printed name, address, telephone number, and date of birth, written evidence establishing that the objector is a Settlement Class Member, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection. A written objection may not be signed using any form of electronic signature and must contain the dated Personal Signature of the Settlement Class Member making the objection.

A Settlement Class Member may object on his, her or their own behalf, or through an attorney hired by that Settlement Class Member, provided the Settlement Class Member has not submitted a written request to Opt Out. Attorneys asserting objections on behalf of Settlement Class Members must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct; (b) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed in camera) between that attorney and each such Settlement Class Member; and (c) comply with the procedures described in Article 9 of the Settlement Agreement.

Written objections must be filed with the Court and served upon Class Counsel, the Receiver, and the Settling Parties via email and First-Class Mail at the addresses and delivered no later than June 16, 2022, as follows.

To the Court:	<p>In re: CTS Collapse Litigation Claims Case No. 2021-015089-CA-01 Hon. Judge Michael A. Hanzman Thirteenth Judicial Circuit Dade County Courthouse, Room DCC416 73 West Flagler Street Miami, FL 33130</p>
To Class Counsel:	<p>Kozyak Tropin & Throckmorton LLP Attention: Harley S. Tropin hst@kttlaw.com</p> <p>Grossman Roth Yaffa Cohen, P.A. Attention: Rachel W. Furst rwf@grossmanroth.com</p>
To CTSCA or the Receiver:	<p>Akerman LLP Attention: Michael Goldberg michael.goldberg@akerman.com</p> <p>Attention: Christopher Carver christopher.carver@akerman.com</p>
To the Settling Parties:	<p>Phelps Dunbar LLP Attention: Seth M. Schimmel</p>

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Any person who fails to file an objection by the time and in the manner set forth in this paragraph shall be deemed to have waived the right to object, including any right to appeal, and the right to appear at the Final Approval Hearing, and such person shall be forever barred from raising such objection in this action or any other action or proceeding, subject to the discretion of this Court.

13. Responses to Objections. Any party to the Settlement Agreement may respond to an objection filed pursuant to this Order. To the extent any person filing an objection cannot be served through the Court's electronic system, a response must be served to the email address provided by that objector, or, if no email address is provided, to the mailing address provided.

14. Right to Opt-Out: Settlement Class Members will also have until June 16, 2022 to opt out of the Settlement. Settlement Class Members who opt out of the Settlement Class will not be eligible for any settlement benefits and will not be bound by any judgment or release in the Action. If Settlement Class Members want to exclude themselves from the Settlement Class, they must submit a written opt-out request ("Opt-Out") electronic mail and U.S. Mail to the addresses listed in Section 12 above that includes: (i) their full legal name, current address, telephone number, date of birth, and enclose a copy of their driver's license or other government issued identification, as well as an explanation as to how they are in fact an appropriate Settlement Class Member (ii) a prominent reference to this Action as follows: "*In Re: Champlain Towers South Collapse Litigation* (Case No.: 2021-015089-CA-01) (Fla. 11th Jud. Cir.); and (iii) a signed statement to the following effect: "I request to be excluded from the Settlement Class in the CTS lawsuit."

15. A separate opt-out request must be submitted by each person requesting exclusion from the Settlement. A written request to opt out may not be signed using any form of electronic

signature but must contain the dated Personal Signature of the Unit Owner, Invitee, Resident, Representative Claimant, or Derivative Claimant seeking to exclude himself or herself from the Settlement Class. Attorneys for Settlement Class Members may submit an Opt-Out on behalf of a Settlement Class Member, but such request must contain the Personal Signature of the Settlement Class Member.

16. Opt-out requests must be delivered to the same addresses listed in Section 12 above by June 16, 2022. If a Class Member chooses to opt out, the Class Member is responsible for ensuring that the request is delivered to the following address by the deadline. If the opt-out request is not timely delivered, the right to opt out will be waived and forfeited. Class Members who opt out of the Settlement Class will not be eligible for any settlement benefits and will not be bound by any judgment or release in the Action.
17. A Class Member who does not properly and timely exclude himself, herself, or itself from the Settlement Class will be bound by the Settlement Agreement and the Releases, as provided for therein, and by any judgments in this action.
18. **Settlement of Claims Against the CTSCA and the Bar Order** In addition to the settlement between the Class and the Settling Defendants set forth in the Settlement Agreement, the Receiver also entered into a settlement with the Settling Defendants, which will be separately addressed by the Court in the Receivership Proceeding part of the Action. The Receiver's settlement with the Settling Defendants includes a "Bar Order," which will prevent any and all persons from filing or prosecuting any claims against the Settling Defendants (or anyone else) that arise from or are related to, directly or indirectly, the CTS Collapse. **As a result of the Bar Order, a person submitting an Opt-Out and excluding him/her/or itself from the Settlement Class may not be able to assert a claim outside of the Class because the Bar Order may prevent such person from prosecuting any and all claims against the Settling Defendants or anyone else.**

19. **Adjustments Concerning Hearing and Deadlines.** The date, time, and place for the Final Approval Hearing, and the deadlines and other requirements in this Order, shall be subject to adjournment, modification, or cancellation by the Court without further notice other than that which may be posted by means of the Court's electronic system or on the Receiver's website (<https://ctsreceivership.com/>). If no objections are timely filed or if the objections are resolved before the hearing, the Court may cancel the Final Approval Hearing and enter the Final Approval Order and Bar Order without further hearing or notice.

20. The Court retains jurisdiction to consider all further matters relating to the Motion or the Settlement Agreement, including, without limitation, entry of an Order finally approving the Settlement Agreement.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 28th day of May, 2022.



2021-015089-CA-01 05-28-2022 6:17 PM
Hon. Michael Hanzman

CIRCUIT COURT JUDGE
Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO RECLOSE CASE IF POST JUDGMENT

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