

**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

Manuel Drezner

Plaintiff(s)

vs.

Champlain Towers South Condominium Association Inc

Defendant(s)

AGREED ORDER APPOINTING RECEIVER

THIS CAUSE came before the Court on July 2, 2021 at 9:00 a.m. (the "Hearing") for a status conference in the captioned cases filed against the Defendant relating to the collapse of the Champlain Towers South Condominium building that have been assigned to this Court (collectively, the "Cases"). For the reasons announced on the record of the Hearing, and with the consent of the Defendant, Champlain Towers South Condominium Association, Inc. (the "Association"), and the other parties to the Cases, and being otherwise duly advised in the premises, the Court hereby **FINDS AND DETERMINES THAT:**

- A. This Court has jurisdiction over the parties and subject matter of this case, and that venue is proper.
- B. The Court has the statutory and equitable powers to order the appointment of a receiver for a condominium association. *Granada Lakes Villas Condominium Assoc. v. Metro-Dade Investments Co.*, 125 So.3d 756 (2013).
- C. Good cause exists for issuing this Agreed Order, appointing a Receiver over the Association, freezing the Association's assets pending further order by the Court, permitting the Receiver immediate access to the Association's books and records and business premises, and permitting Receiver to take expedited discovery.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, effective as of the date of this Order as follows:

1. **MICHAEL I. GOLDBERG** (“Receiver”) be and the same is hereby appointed Receiver over the Association, is vested with the sole authority to exercise the rights and powers vested in the Association pursuant to Florida Statute Chapter 718 and other applicable laws, and is also hereby authorized, empowered, and directed to: Take immediate possession of all property, assets and estates of every kind of the Association, whatsoever and wheresoever located belonging to or in the possession of the Association, including but not limited to all offices maintained by the Association, rights of action, books, papers, data processing records, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order, and to hold all other assets pending further order of this Court; Institute such actions and legal proceedings, for the benefit and on behalf of the Association and other creditors, as the Receiver deems necessary; Prepare and file periodic reports (no less than quarterly) reflecting the existence and value of the assets of the Association and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal obligations of the Association, and setting forth all receipts and disbursements, as well as reporting all changes in assets in his charge or claims against the assets that have occurred since filing of the previous report in compliance with Fla.R.Civ.P 1.620(b). The periodic reports shall specify to the Court the vendors and legal counsel appointed by the Receiver; Employ legal counsel, actuaries, accountants, clerks, consultants and assistants as the Receiver deems necessary and to fix and pay their reasonable compensation and reasonable expenses, subject to and in accordance with paragraph 6 of this Order; Engage persons in the Receiver’s discretion to assist the Receiver in carrying out the Receiver’s duties and responsibilities; Defend, compromise or settle legal actions (with the approval of the Court), in which the Association or the Receiver are a party, commenced either prior to or subsequent to this Order; Assume control of, and be named as authorized signatory for, all accounts at any bank, brokerage firm or financial institution which has possession, custody or control of any assets or funds, wherever situated, of the Association and, upon order of this Court, of any of their subsidiaries or affiliates, provided that the Receiver deems it necessary; Make or authorize such payments and disbursements from the funds and assets taken into control, or thereafter received by the Receiver, and incur, or authorize the incurrence of, such expenses and

make, or authorize the making of, such agreements as may be reasonable, necessary, and advisable in discharging the Receiver's duties; Have access to and review all mail of the Association received at any office or address of the Association.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, in connection with the appointment of the Receiver provided for above:

2. The Association and all of its managers, directors, officers, agents, employees, attorneys, attorneys-in-fact, shareholders, and other persons who are in custody, possession, or control of any assets, books, records, or other property of the Association shall deliver forthwith upon demand such property, monies, books and records to the Receiver, and shall forthwith grant to the Receiver authorization to be a signatory as to all accounts at banks, brokerage firms or financial institutions which have possession, custody or control of any assets or funds in the name of or for the benefit of the Association.
3. All banks, brokerage firms, financial institutions, and other business entities which have possession, custody or control of any assets, funds or accounts in the name of, or for the benefit of, the Association shall cooperate expeditiously in the granting of control and authorization as a necessary signatory as to said assets and accounts to the Receiver.
4. Unless authorized by the Receiver, neither the Association nor any of its principals, agents, employees, and attorneys, shall take action, nor purport to take any action, in the name of or on behalf of the Association.
5. The Receiver further is authorized to take depositions, subpoena records, and other discovery. The parties to the Cases (the "Parties"), their officers, agents, employees, attorneys, and attorneys-in-fact shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of the Receiver's duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the Receiver of the funds, assets, premises, and choses in action described above. During the pendency of this action, Parties and their successors and assigns and all persons or corporations having a claim by, through, under or against Defendant, its agents and attorneys be and the same are hereby enjoined and restrained from collecting, or attempting to collect, the rents, profits, or issues from the Association and/or any of its assets, and from interfering in any manner with the management of the Association or operation by the Receiver.

6. The Receiver, and any counsel or other professional whom the Receiver may select, are entitled to reasonable compensation from the assets now held by or in the possession or control of or which may be received by the Association; said amount or amounts of compensation shall be commensurate with their duties and obligations under the circumstances, subject to approval of the Court. The Receiver shall first resort to the proceeds of any policies that provide for the payment of defense costs of the Defendant prior to the use of other funds of the receivership estate. The Receiver and his counsel shall file with the Court monthly applications for reasonable compensation.
7. The Receiver shall be the only person vested with sole corporate authority on behalf of the Association including, without limitation, to execute a resolution necessary to place the Association into voluntary bankruptcy and the Receiver is fully authorized to proceed with any filing the Receiver may deem appropriate under the Bankruptcy Code as to the Association, and is vested with sole corporate authority as an officer of the Association with the full and exclusive authority to manage the Association's business affairs.
8. During the period of this receivership, all persons, including creditors, banks, investors, or others, with actual notice of this Order, are enjoined from filing a petition for relief under the United States Bankruptcy Code without prior permission from this Court, or from in any way disturbing the assets or proceeds of the receivership or from prosecuting any actions or proceedings which involve the Receiver, or which affect the property of the Association.
9. Title to all property, real or personal, all contracts, rights of action and all books and records of the Association, wherever located within or without this state, is vested by operation of law in the Receiver.
10. The United States Postal Service is directed to provide any information requested by the Receiver regarding the Association, and to handle future deliveries of the mail of the Association as directed by the Receiver.
11. No bank, savings and loan association, other financial institution, or any other person or entity shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets of the Association to the Receiver's control without the permission of this Court.
12. No bond shall be required in connection with the appointment of the Receiver. Except for an act of gross negligence or greater, the Receiver shall not be liable for any loss or damage incurred by the Association or by the Receiver's officers, agents or employees, or any other person, by reason of any act performed or

omitted to be performed by the Receiver in connection with the discharge of the Receiver's duties and responsibilities.

IT IS FURTHER ORDERED the Association and its officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual or constructive notice of this Order, whether acting directly or indirectly, are temporarily restrained and enjoined from:

13. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any of the Association's tangible and intangible assets that are: (i) owned or controlled, directly or indirectly, by the Association; (ii) held, in part or in whole, for the benefit of the Association; (iii) in the actual or constructive possession of the Association; or (iv) owned or controlled by, in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by the Association.
14. Opening or causing to be opened any safe deposit boxes, commercial mailboxes, or storage facilities titled in the name of the Association, except as necessary to comply with written requests from the Receiver acting pursuant to its authority under this Order.
15. This Court shall retain jurisdiction of this matter for all purposes.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 2nd day of July, 2021.



2021-015089-CA-01 07-02-2021 10:00 AM

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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