

**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)

**AMENDED ORDER AUTHORIZING RECEIVER TO MAKE TEMPORARY
ASSISTANCE PAYMENTS TO RESIDENTS AND FAMILY MEMBERS OF
RESIDENTS OF CHAMPLAIN TOWERS SOUTH CONDOMINIUM**

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"). At the Hearing, the Court ordered the appointment of Michael I. Goldberg as receiver (the "Receiver") for Champlain Towers South Condominium Association, Inc. (the "Association"). Following the Hearing, the Court entered so appointing him. The Court also expressed its concern for the residents and family members of the residents of the Champlain Towers South Condominium (the "Victims") and authorized the Receiver to make assistance payments to those Victims who require temporary financial assistance in accordance with the terms hereof. For the reasons announced on the record of the Hearing, which are incorporated as though fully set forth herein, the Court

ORDERS, ADJUDGES, AND DECREES as follows:

1. Amended solely to revise ¶ 1(a) to provide the Receiver the discretion to pay \$2,000 per decedent, as opposed to \$2,000 per family, for expenses attendant to end of life needs.

1. Subject to paragraph 4 hereof, the Receiver is authorized to use, in his discretion, funds in the receivership estate, including proceeds of any insurance policies tendered to the Receiver by any insurer of the Association to make the following assistance payments (each, an “Assistance Payment”):

a. \$2,000 per decedent to assist the payment of expenses attendant to end of life needs; and

b. Up to \$10,000 per family who, in the exercise of the Receiver's judgment, require financial assistance to relocate or obtain new housing.

2. To assist his evaluation of any request for an Assistance Payment, the Receiver may require basic financial disclosures from Victims, which the Receiver shall retain pending further order of the Court, to evaluate a Victim's need for financial assistance. **The Receiver shall not burden putative class members with extensive “due diligence” regarding their finances but shall merely satisfy himself that the request for assistance is reasonable.**

3. This Order is provisional in nature and is not intended to provide for the payment of property or personal injury claims. Rather, the assistance authorized by this Order is intended for only those Victims who truly have a present financial need for temporary assistance given the tragic and unprecedented collapse of the property. The Court will determine, at a later date, whether the recovery of any class member should be reduced by the amount received in assistance payments.

4. The Receiver's use of insurance proceeds to make an Assistance Payment authorized by this Order shall not (a) waive, alter or impair the rights of the Receiver or the Association under any policy of insurance, or (b) release, alter or impair the obligation of any insurer to the Association or the Receiver including, without limitation, the continuing obligation

to provide a defense to the Association. The issuance of the Assistance Payments shall be not be construed as settlements or judgments under the terms of any insurance policies.

5. This Court shall retain jurisdiction of this matter for all purposes.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 7th day of July, 2021.



2021-015089-CA-01 07-07-2021 8:40 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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