

MICHAEL I. GOLDBERG
COURT-APPOINTED RECEIVER
Champlain Towers South Condominium Association, Inc.
201 E. Las Olas Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Website: www.CTSReceivership.com
Email: CTSReceivership@akerman.com
Telephone (954) 331-4190

July 8, 2021

VIA EMAIL

Re: Champlain Towers South Condominium Association, Inc. Receivership

Case Nos.: 2021-015089-CA-01; 2021-015206-CA-01; 2021-015298-CA-01;
2021-015521-CA 01; 2021-015599-CA-01; 2021-16666 CA-01; 21-16702 CA-01;
21-16663-CA-01; 21-16695-CA-01; 21-16701-CA-01

Dear Unit Owners, Tenants, and Family Members:

I am writing to you as the court-appointed receiver for Champlain Towers South Condominium Association, Inc. ("the Association"). Before addressing the details of the receivership, I want to express how deeply sorry I am for the pain that you and your family are going through during this tragic time.

The purpose of this letter is to introduce myself and explain my role as receiver, provide you the latest information regarding the court-authorized temporary assistance payments and explain how my team and I intend to keep you updated and answer questions you may have going forward.

On July 2, 2021, the Honorable Michael A. Hanzman, Circuit Court Judge for the Complex Division of the 11th Judicial Circuit in Miami Dade County, Florida, issued an order appointing me as the receiver for the Association, a copy of which is attached for your reference (the "Receivership Order"). This essentially means the Court has appointed me to fulfill the role of the Association going forward. Generally, the Receivership Order requires me, as receiver to, among other things:

- Take immediate possession of all the Association's property and assets (including, but not limited to, its books, records, bank accounts, offices, furniture and equipment);
- Administer such assets of the Association as required to comply with the Court's directions;

- Institute actions and legal proceedings, for the benefit and on behalf of the Association and other creditors, as I, as Receiver, deem necessary;
- Prepare and file periodic reports reflecting the Association's assets and liabilities;
- Employ legal counsel, actuaries, accountants, clerks, consultants, assistants and other such persons necessary to assist me in carrying out the outlined duties;
- Defend, compromise or settle legal actions (with the approval of the Court), in which the Association or the Receiver are a party, commenced either before or after the Order;
- Assume control of, and be named as authorized signatory for, all the Association's financial accounts; and
- Make or authorize such payments and disbursements from the funds and assets taken into control, or thereafter received, 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 my duties.

On July 7, 2021, the Court also issued the attached Amended Order authorizing me, as receiver, to make temporary assistance payments to those Unit Owners, Residents, affected guests and family members who require present, temporary financial assistance as follows:

- 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 for temporary relocation or new housing expenses for those Unit Owners and/or Residents displaced by the collapse and demolition of the Champlain Towers South Condominium, if there is an economic need.

Attached to this letter are two forms which should be filled out and returned with accompanying documents for those in need of the financial assistance detailed in the Amended Order. We endeavored to make the process as simple as possible with the goal of immediately getting funds into the hands of those who truly need the financial assistance.

In order to make these assistance payments, we are waiting for the initial insurance proceeds which we expect to receive in the next week. Upon receipt, we will start issuing the assistance payments immediately. The Court will decide at a later date if the assistance payments made to you should be credited towards your ultimate recovery.

Receiver's Letter

July 8, 2021

Page 3

To help keep you informed, I am establishing a website that will contain select court filings and periodic reports with the most current information on the case status. Please keep in mind that any sensitive personal correspondence will be sent to you directly. Therefore, please make sure that you keep your contact information up to date with my office. For instructions on how to update your contact information and other general inquiries, you can send an email to CTSReceivership@akerman.com or call (954) 331-4190.

Once again, I am truly sorry you and your family are going through this horrific ordeal. I want to assure you that my team and I are doing everything possible to get you the answers and recompense you deserve as expeditiously as possible.

Sincerely,



Michael I. Goldberg
Receiver

Enclosures:

- Agreed Order Appointing Receiver dated July 2, 2021
- Amended Order Authorizing Receiver to Make Temporary Assistance Payment to Residents and Family Members of Residents of Champlain Towers South Condominium dated July 7, 2021
- Temporary Assistance Payment for Relocation Expense Questionnaire
- End of Life Assistance Payment Questionnaire

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TEMPORARY ASSISTANCE PAYMENT FOR RELOCATION EXPENSES QUESTIONNAIRE

Pursuant to the Court's Amended Order Authorizing Receiver to Make Temporary Assistance Payments to Residents and Family Members of Residents of Champlain Towers South Condominium dated July 7, 2021 entered in Case No. 2021-015089 (Fla. 11th Jud. Cir. Ct.), the Receiver is authorized to make temporary assistance payments of up to \$10,000 to certain displaced unit owners and/or tenants of Champlain Towers South Condominium who are in need of financial assistance to cover the expenses of relocation or obtaining new housing due to the collapse and demolition of the Champlain Towers South Condominium located in Surfside, Florida. The Receiver extends his heartfelt condolences to all those who have been affected by this tragic event.

Please read the attached Order for important details, complete and sign this form, and return the signed form along with a copy of your valid photo identification¹ to the Receiver's office via email at CTSReceivership@akerman.com, or by mailing a copy of the form and identification to the address listed above.

Please provide the following information for the Individual Requesting Temporary Assistance Payment for Relocation Expenses:

Champlain South Tower Unit No.: _____

Last 4 Digits of SSN: _____

Full Legal Name: _____

Best Available Mailing Address: _____

Best Phone Number: _____

Email Address: _____

¹ If, due to the collapse or demolition of the Champlain Towers South Condominium, you are unable to verify your identity with a valid photo identification, please submit this form and someone will be in contact with you within 3 business days to discuss how to proceed.

1. I am filing this request for a Temporary Assistance Payment as a (*Please check the following that apply*): Unit Owner who resided at the Property, a Tenant who resided at the Property.

2. Please list the names of all of your family members or loved ones who resided with you at the Champlain Towers South Condominium as of June 24, 2021.

3. Were you permanently residing at the Champlain Towers South as a full-time resident at the time of the collapse that occurred on or about June 24, 2021? Yes No

4. Do you attest that your current financial situation due to the collapse and/or demolition of the Champlain Towers South Condominium is such that you are in need of the urgent distribution of temporary assistance payments for the purpose of relocating or obtaining new housing for yourself and/or your family or loved ones? Yes No

Signature of Requesting Individual

Name (please print)

Date

A member of the Receiver's team will be in contact with you within 3 business days of receipt of this form and supporting documentation.

MICHAEL I. GOLDBERG
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END OF LIFE ASSISTANCE PAYMENT QUESTIONNAIRE

Pursuant to the Court's *Amended Order Authorizing Receiver to Make Temporary Assistance Payments to Residents and Family Members of Residents of Champlain Towers South Condominium dated July 7, 2021* entered in Case No. 2021-015089 (Fla. 11th Jud. Cir. Ct.), the Receiver is authorized to make a \$2,000 assistance payment to the legal representative of any unit owner, tenant or affected guest of the Champlain Towers South Condominium to cover the expenses attendant to end of life needs. The Receiver extends his heartfelt condolences to all those who have been affect by this tragic event.

Please note that, absent extenuating circumstances, the payments will be made to the estate of the deceased individual. In the event you are seeking an end of life assistance payment for more than one individual, please fill out a separate form on behalf of each individual.

Please read the attached Order for important details, complete and sign this form, and return the signed form along with a copy of your valid photo identification and additional documentation demonstrating your status as the legal representative of the decedent to the Receiver's office via email at CTSReceivership@akerman.com, or by U.S. mail to the address listed above.

Champlain Towers South Unit No.: _____

Full Legal Name of Deceased: _____

Full Legal Name of Requesting Party: _____

Best Available Mailing Address: _____

Best Phone Number: _____

Email Address: _____

SSN of Deceased Individual: _____

1. Are you the authorized legal representative of the deceased individual listed above?
[] Yes [] No

2. Do you have authorization to make end of life arrangements on behalf of the deceased?
[] Yes [] No

Please provide a copy of (1) the decedent's death certificate, and (2) any documentation demonstrating that you are the legal representative for the deceased. If you do not have this documentation, please submit this form and **someone will be in contact with you within 3 business days to discuss how to proceed.**

3. My relationship to the deceased individual is: _____

_____.

Signature of Requesting Individual

Name (please print)

Date

A member of the Receiver's team will be in contact with you within 3 business days of receipt of this form and supporting documentation.

**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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Physically Served:

**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

Electronically Served:

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Physically Served: