

**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)

**RECEIVER'S MOTION FOR AUTHORIZATION TO (I) PAY ASSOCIATION
PAYROLL AND UNUSED VACATION AND SICK TIME UP TO DATE OF
RECEIVERSHIP; AND (II) RETAIN PROPERTY MANAGER FOR SIX MONTHS**

Receiver, Michael I. Goldberg (the "**Receiver**"), on behalf of the Champlain Towers South Condominium Association, Inc. (the "**Association**"), pursuant to Rule 4 of the Complex Business Litigation Rules, seeks authority to (i) make payroll and pay the Association's three (3) employees their earned and unused vacation and sick time up to the Commencement Date (as defined below); and (ii) continue to retain Scott Stewart, Property Manager, for a period of six (6) months, and in support thereof states:

1. At a hearing conducted on July 2, 2021 (the "**Commencement Date**"), in the captioned cases, the Court ordered the appointment of Michael I. Goldberg as Receiver for Association. Following the hearing, the Court entered an order so appointing Mr. Goldberg.

2. Prior to the Commencement Date, the Association employed three (3) employees (collectively, the "**Employees**"), one (1) of whom is paid on a salary basis (Scott Stewart), while two (2) (Rolando Tamames and Luis Juarez), are paid hourly. The current payroll period for which

compensation is due is from June 21, 2021 through July 4, 2021, or ten (10) working days (the “**Payroll Period**”), with payroll due to be made on Friday, July 9, 2021. As of the Commencement Date, for the Payroll Period, the Association owes gross compensation to (i) Mr. Stewart of \$3,230.77 pursuant to an offer letter dated November 14, 2019 (the “**Offer Letter**”); (ii) Mr. Tamames of \$1,604.00; and (iii) Mr. Juarez of \$1,440.00, plus employer-side taxes (collectively, the “**Requested Compensation**”).¹

3. The Receiver also seeks authorization to pay (a) earned and unused vacation and sick time to (i) Mr. Stewart (\$4,196.09); (ii) Mr. Tamames (\$1,545.56); and (iii) Mr. Juarez (\$919.59), plus employer-side taxes (collectively, the “**Benefit Payments**”; the Requested Compensation and Benefit Payments shall together be referred to as the “**Total Requested Compensation**”).

4. Receiver represents to the Court that one or more of its Operating Accounts contains more than sufficient funds to pay the Total Requested Compensation. If awarded, the Total Requested Compensation would be \$12,936.01.

5. The Receiver submits that good cause exists for the Court to authorize the Receiver to pay the Total Requested Compensation.

6. The Receiver also seeks to retain Mr. Stewart as Property Manager for a six (6) month period commencing effective as of the Commencement Date at an annualized salary of \$90,000.00, a \$6,000 increase from the \$84,000.000 base salary contemplated by the Offer Letter. Mr. Stewart has served as Property Manager on a part-time basis since November, 2019 and a full-time basis since January 2020, is very familiar with the operations of the Association and will be

¹ Given the collapse of the Property on June 24, 2021, neither Mr. Tamames nor Mr. Juarez worked after that date. However, this Motion seeks to pay each of them as if they had worked through July 2, 2021, the Commencement Date.

of substantial assistance to the Receiver in carrying out his functions in this matter under the direction of the Court.

7. The Receiver submits that an annualized salary of \$90,000.00 to retain the services of Mr. Stewart is reasonable under the circumstances.

WHEREFORE, the Receiver respectfully requests that the Court enter an Order (A) authorizing the Receiver to (i) pay the Total Requested Compensation; and (ii) retain Mr. Stewart as Property Manager for a six (6) month term at an annualized salary of \$90,000.00; and (B) granting such other, further and related relief as may be appropriate under the circumstances.

Dated: July 8, 2021

Respectfully submitted,

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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on July 8, 2021, a copy of the foregoing was electronically filed with the Clerk of Court by using the Florida Courts E-Filing Portal, which will, in turn, serve same electronically upon all counsel of record through the Florida Court's E-Filing Portal.

By: s/ *Jordi Guso*
Jordi Guso