

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

CASE NO. 2021-015089-CA-01-CA43

COMPLEX BUSINESS LITIGATION

MANUEL DREZNER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CHAMPLAIN TOWERS SOUTH
CONDOMINIUM ASSOCIATION,
INC.,

Defendant,

and

UNIVERSAL PROPERTY &
CASUALTY INSURANCE COMPANY,

Intervenor.

**INTERVENOR UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY'S
MOTION TO INTERVENE AND INTERPLEAD FUNDS INTO COURT REGISTRY**

Intervenor, Universal Property Insurance Corporation (“Universal”), seeks to intervene in this action pursuant to Florida Rules of Civil Procedure Rule 1.230 and 1.240, and section 713.27, Florida Statute, and to interplead Coverage A policy limits, and states¹:

Introduction

The subject class action was filed by Manuel Drezner, owner of Unit 1009, individually and on behalf of a Class defined as “all owners of condominium units at...Champlain Towers...”

¹In order to expedite tender of the building coverage for its insureds who Universal has yet been unable to locate, Universal respectfully requests that the Court set a Zoom hearing on this Motion during the week of July 12, 2021.

Drezner sued Champlain Towers South Condominium Association on June 24, 2021, for relief relating to the catastrophic collapse of Champlain Towers South. Michael I. Goldberg has been appointed as the Receiver to facilitate the payment of insurance funds from the Association's insurer, James River Insurance Company, to Drezner and the class members.

Universal insures forty-two (42) units at Champlain Towers. While Universal takes no position with regard to Drezner's allegations or the Association's position, Universal has an interest that is of such a direct and immediate character that Universal seeks to intervene in an effort to provide monetary relief to unit owners represented by Drezner. Universal has been able to locate, contact, and tender (or is in the process of completing its tender) of policy limits owed to thirty one (31) insured unit owners, totaling approximately \$4 million.

This intervention and corollary interpleader pertain to the remaining eleven (11) units owned by individuals or couples who cannot be located or have tragically perished. Universal's intervention here is coupled with a request solely to interplead the Coverage A policy limits for those eleven (11) units in the amount of \$889,400 and allow the court-appointed Receiver to distribute those sums in accordance with Florida law and the insurance contract's terms. Based on additional information obtained by the Receiver and provided to Universal, if there is other coverage owed, Universal stands by ready to interplead additional funds and provide the Receiver with any additional coverage pursuant to the policy terms.

Statement of Facts

Universal insures forty-two (42) units in the Champlain Towers Condominium Complex and has diligently worked to locate its displaced insureds in order to process indemnification payments under each insured's unit owners HO6 insurance policy.

Like the Association's insurer, James River Insurance Company, Universal has voluntarily decided to tender its entire Coverage A limits for the forty-two (42) units subject to the terms of the insurance contracts.

Despite its best efforts, Universal has been unable to locate eleven (11) unit owners and fears they have perished in the collapse (before demolition) or are missing. In an effort to expedite payments to these missing insureds or, if deceased, their heirs through an estate properly opened, Universal requests that this Court allow Universal to interplead the policies' Coverage A indemnity coverages for the eleven (11) units reflected on **Exhibit A** and for the Receiver to disburse those funds in accordance with the contract's terms and conditions.

Argument

Universal seeks to intervene in this action wherein this Court has appointed a Receiver solely to expeditiously help the victims, their families, and disburse insurance proceeds for the 11 units. Rule 1.230 provides the procedural vehicle for Universal to intervene and facilitate orderly disbursement of insurance proceeds:

Anyone claiming an interest in pending litigation may at any time be permitted to assert a right by intervention, but the intervention shall be in subordination to, and in recognition of, the propriety of the main proceeding, unless otherwise ordered by the court in its discretion.

Universal's interest in the matter in litigation is of such a direct and immediate character that Universal (or its insureds and their heirs) will either gain or lose by the direct legal operation and effect of the judgment. *See generally Union Cent. Life Ins. Co. v. Carlisle*, 593 So. 3d 505 (Fla. 1992). The property at issue in Drezner's litigation is the very same property partially insured by Universal - the inside of the units and their owners' personal property. Intervening here will expedite relief for those missing or the heirs to those who tragically perished.

Once allowed to intervene, Universal seeks to interplead its indemnity Coverage A for the eleven (11) units it insures because it has been unable to date to locate the insureds and/or believes one or more may be deceased. Both Rule 1.240 and Florida Statute section 713.27 provide the bases for Universal's interpleading of these funds. Universal has no intent or interest in taking a position in Drezner's litigation other than to provide eleven (11) class members with financial relief.

In tendering these funds, Universal requests that the Receiver disburse payments in accordance with Florida law and the terms and conditions of the policy. Specifically, Coverage A for the structure/building, the policy's Mortgage Clause requires both the insured and the mortgagee to be paid this sum. Universal will provide the Receiver certified copies of the Declarations Pages which reflect whether a mortgagee exists or not.

Conclusion

Universal stands with its insureds and their loved ones during this historic tragedy that has caused an unprecedented loss of life and damage. Universal is committed to the community of Champlain Towers South, and files this Motion in an effort to expeditiously pay policy proceeds to its insureds. Universal will assign one person to work directly with the Receiver to ensure all payments are processed as efficiently as possible. Accordingly, Universal respectfully requests that the Court grant this Motion and allow it to intervene in this case and interplead the Coverage A proceeds of the eleven (11) policies.

Dated: July 8, 2021.

LINK & ROCKENBACH, PA
1555 Palm Beach Lakes Boulevard, Suite 930
West Palm Beach, Florida 33401
(561) 847-4408; (561) 855-2891 [fax]

By: /s/ Kara Rockenbach Link

Kara Rockenbach Link (FBN 44903)

David A. Noel (FBN 0688231)

Primary: Kara@linkrocklaw.com

Primary: David@linkrocklaw.com

Secondary: Tina@linkrocklaw.com

Secondary: Troy@linkrocklaw.com

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on July 8, 2021, a true and correct copy of the foregoing has been filed in compliance with Florida Rules of Judicial Administration 2.516 via the Court's E-Portal System which will send an electronic notice to all counsel of record on the Service List below.

By: /s/ Kara Rockenbach Link

Kara Rockenbach Link (FBN 44903)

SERVICE LIST

<p>Brad R. Sohn The Brad Sohn Law Firm, PLLC 1600 Ponce DeLeon Blvd., Suite 1205 Coral Gables, FL 33134 brad@bradsohnlaw.com <i>Co-Counsel for Plaintiff</i></p>	<p>Rami Shmuelly Chavin Mitchell Shmuelly, P.A. 12955 Biscayne Blvd., Suite 201 Miami, FL 33181-2021 rshmuelly@cmslawgroup.com <i>Co-Counsel for Plaintiff</i></p>
<p>Javier A. Lopez Harley S. Tropin Jorge L. Piedra Tal J. Lifshitz Eric S. Kay Kozyak Tropin & Throckmorton LLP 2525 Ponce e Leon Blvd., 9th Floor Coral Gables, FL 33134 jal@kttlaw.com hst@kttlaw.com jpiedra@kttlaw.com ekay@kttlaw.com ya@kttlaw.com sf@kttlaw.com ga@kttlaw.com <i>Co-Counsel for Plaintiff</i></p>	<p>Graham B. LippSmith Mary Beth LippSmith Celene Chan Andrews LippSmith LLP 555 S. Flower Street, Suite 4400 Los Angeles, CA 90071 g@lippsmith.com mb@lippsmith.com cca@lippsmith.com <i>Co-Counsel for Plaintiff</i></p>
<p>Valerie Shea Dustin C. Blumenthal Goldberg Segalla, LLP 801 Brickell Avenue, 8th Floor Miami, FL 33131 vshea@goldbergsegalla.com dblumenthal@goldbergsegalla.com ppowers@goldbergsegalla.com jrodriguez@goldbergsegalla.com <i>Counsel for Non-Party Friend of the Court, Philadelphia Indemnity Insurance Company</i></p>	<p>Jordi Gusó Berger Singerman LLP 1450 Brickell Avenue, Suite 1900 Miami, FL 33131 jguso@bergersingerman.com <i>Counsel for Receiver, Michael I. Goldberg</i></p>
<p>Sina Bahadoran Clyde & Co US LLP 1221 Brickell Avenue, Suite 1600 Miami, FL 33131 sina.bahadoran@clydeco.uc <i>Counsel for Non-Party Friend of the Court James River Insurance Company</i></p>	

Exhibit A

**Universal Property & Casualty Insurance Company
Surfside Condo Claims Summary - Interpleader**

Policy No.	Claim No.	Insured	Status	Unit No.	Inception	Coverage A	Form
1503-1803-2347	FL21-0122960	Raymond and Mercedes Urgelles	Insured missing	211	8/27/18	\$125,000.00	HO6
592-360-135	FL21-0122976	Marina Azen	Insured missing	401	5/14/07	\$65,000.00	HO6
592-450-935	FL21-0122959	Gino Cattarossi	insured missing	501	11/8/07	\$65,000.00	HO6
592-585-724	FL21-0122919	Nancy Kress	Insured missing	702	8/21/08	\$81,900.00	HO6
592-587-572	FL21-0122917	Nancy Kress	Insured missing	1109	8/14/08	\$100,000.00	HO6
1502-1801-9338	FL21-0124733	Guara and Rodriguez	Deceased	802	11/1/18	\$0.00	HO4
1503-1701-9827	FL21-0124735-R821	Juan A. and Ana C. Mora	Insured missing	1011	6/6/17	\$60,000.00	HO6
592-786-724	FL21-0124736-R821	Simon Segal	Insured missing	1203	9/25/09	\$15,000.00	HO6
592-853-049	FL21-0124737-R821	Joseph Noreiga and Hilda Noriega	Hilda - Deceased	602	2/24/10	\$100,000.00	HO6
592-313-125	FL21-0124738-R821	David Epstein	Insured deceased	901	3/5/07	\$180,000.00	HO6
592-167-071	FL21-0124739-R821	Richard and Carole Augustine	Insured Missing	PH10	7/22/06	\$97,500.00	HO6
						\$889,400.00	