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IN THE CIRCUIT COURT  
OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION

CASE NUMBER: 2021-015089-CA-01 (43)

MANUEL DREZNER,  
Plaintiff,  
v.

CHAMPLAIN TOWERS SOUTH  
CONDOMINIUM ASSOCIATION, INC.,  
Defendant.

\_\_\_\_\_  
CASE NUMBER: 2021-015206-CA-01 (43)  
STEVE ROSENTHAL,  
Plaintiff,

v.  
CHAMPLAIN TOWERS SOUTH  
CONDOMINIUM ASSOCIATION, INC.,  
Defendant.

\_\_\_\_\_  
CASE NUMBER: 2021-015298-CA-01 (44)  
RAYSA RODRIGUEZ,  
Plaintiff,

v.  
CHAMPLAIN TOWERS SOUTH  
CONDOMINIUM ASSOCIATION, INC.,  
Defendant.

\_\_\_\_\_  
Defendant.

1 CASE NUMBER: 2021-015521-CA-01 (43)

2 STEVEN ROSENBERG, et al.,

3 Plaintiff,

v.

4

CHAMPLAIN TOWERS SOUTH

5 CONDOMINIUM ASSOCIATION, INC.,

et al.,

6

Defendant.

7 \_\_\_\_\_/

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Location of Court:  
Miami-Dade County Courthouse  
73 West Flagler Street  
Room 416  
Miami, Florida 33130  
Thursday, July 1, 2021  
9:00 a.m. - 10:00 a.m.

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The above entitled case came on for Hearing before the Honorable Michael A. Hanzman, one of the Judges of the above-styled Court, via Zoom proceedings, pursuant to Notice.

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S-P-E-A-K-I-N-G A-P-P-E-A-R-A-N-C-E-S  
Case Number: 2021-015089-CA-01 (43)  
Manuel Drezner vs. Champlain Towers South Condo Assn.  
On behalf of the Plaintiff, Manuel Drezner  
appearing via Zoom:

HARLEY S. TROPIN, Esquire,  
of the Law Offices of  
KOZYAK TROPIN & THROCKMORTON, P.A.  
2525 Ponce de Leon Boulevard  
9th Floor  
Coral Gables, Florida 33134  
hst@kttlaw.com

-----  
Case Number: 2021-015206-CA-01 (43)  
Steve Rosenthal vs. Champlain Towers South Condo Assn.  
On behalf of the Plaintiff, Steve Rosenthal  
appearing via Zoom:

ROBERT J. MCKEE, Esquire,  
of the Law Offices of  
THE MCKEE LAW GROUP, LLC  
2800 South Flamingo Road  
Davie, Florida 33330  
rmckee@themckeelawgroup.com  
DAVID W. BRILL, Esquire,  
of the Law Offices of  
BRILL & RINALDI, THE LAW FIRM  
17150 Royal Palm Boulevard  
Suite 2  
Weston, Florida 33326  
david@brillrinaldi.com

1 Case Number: 2021-015298-CA-01 (44)  
2 Raysa Rodriguez vs. Champlain Towers South Condo Assn.  
3 On behalf of the Plaintiff, Raysa Rodriguez  
4 appearing via Zoom:

5 ADAM M. MOSKOWITZ, Esquire,  
6 of the Law Offices of  
7 THE MOSKOWITZ LAW FIRM, P.A.  
8 2 Alhambra Plaza  
9 Suite 601  
10 Coral Gables, Florida 33134  
11 adam@moskowitz-law.com

12 -----  
13 Case Number: 2021-015521-CA-01 (43)  
14 Steven Rosenberg, et al. vs. Champlain Towers South  
15 Condo Assn., et al.

16 On behalf of the Plaintiff, Steven Rosenberg, et al.  
17 appearing via Zoom:

18 ROBERT J. MONGELUZZI, Esquire,  
19 Pro Hac Vice  
20 JEFFREY P. GOODMAN, Esquire,  
21 Pro Hac Vice  
22 of the Law Offices of  
23 SALTZ, MONGELUZZI & BENDESKY  
24 1650 Market Street  
25 Philadelphia, Pennsylvania 19103  
rmongeluzzi@smbb.com  
jgoodman@smbb.com  
YECHEZKEL RODAL, Esquire,  
of the Law Offices of  
MORGAN & MORGAN, P.A.  
5300 N.W. 33rd Avenue  
Suite 219  
Fort Lauderdale, Florida 33309  
chezky@forthepeople.com

1 On behalf of the Defendant, Morabito Consultants, Inc.  
2 appearing via Zoom:

3 ARON U. RASKAS, Esquire,  
4 of the Law Offices of  
5 GUNSTER, YOAKLEY & STEWART, P.A.  
6 600 Brickell Avenue  
7 Suite 3500  
8 Miami, Florida 33131  
9 araskas@gunster.com

6 -----  
7 All four cases:

8 2021-015089-CA-01 (43)  
9 2021-015206-CA-01 (43)  
10 2021-015298-CA-01 (44)  
11 2021-015521-CA-01 (43)

12 On behalf of the Defendant, Champlain Towers  
13 Condominium Association,  
14 Appearing via Zoom:  
15 PAUL STEVEN SINGERMAN, Esquire,  
16 of the Law Offices of  
17 BERGER SINGERMAN, LLP  
18 1450 Brickell Avenue  
19 Suite 1900  
20 Miami, Florida 33131  
21 singerman@bergersingerman.com

22 On behalf of the Defendant, Champlain Towers  
23 Condominium Association,  
24 Appearing via Zoom:  
25 MARK A. BOYLE, Esquire,  
of the Law Offices of  
BOYLE, LEONARD & ANDERSON, P.A.  
9111 West College Pointe Drive  
Fort Myers, Florida 33919  
mboyle@insurance-counsel.com

1 On behalf of the James River Insurance Company,  
2 Appearing via Zoom:

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SINA BAHADORAN, Esquire,  
of the Law Offices of  
CLYDE & CO. US LLP  
1221 Brickell Avenue  
Suite 1600  
Miami, Florida 33131  
sina.bahadoran@clydeco.us

1           THEREUPON, the following proceedings were  
2 had:

3           THE COURT: Good morning everybody.

4           This is Judge Hanzman. I have set  
5 a hearing in four matters that have been  
6 filed in our court arising out of the tragic  
7 collapse of the south tower at Champlain  
8 Towers Condominium. I understand, subsequent  
9 to setting these hearings that one of the  
10 cases, the Raysa Rodriguez case, out of the  
11 four, is a later filed case, that is pending  
12 in Judge Thomas's division, but with his  
13 permission and with both of us assuming that  
14 the later filed cases will eventually be  
15 transferred here we're going to have the  
16 status conference including that case.

17           So before we start with appearances I  
18 just want to make a statement. The Court  
19 understands how sensitive this case is and  
20 appreciates that most of the family members  
21 impacted by this tragedy have not yet  
22 recovered loved ones, and that they and our  
23 community are devastated by this tragic  
24 event. The grieving process has not even  
25 begun and obviously it's very early on in the

1 case, but many people directly affected by  
2 this catastrophe have filed suit, as they  
3 have a constitutional right to do, and are  
4 looking not only for compensation but more  
5 importantly for answers to how this could  
6 have happened, and it is this Court's duty  
7 to move these cases with dispatch, providing  
8 each party with due process required by law,  
9 and that is what the Court intends to do.

10 So I called this hearing this morning  
11 because, although we're early in the case,  
12 there are certain organizational and  
13 procedural matters, like in any complex,  
14 multiparty, multi-suit case, that have to be  
15 addressed quickly and we have to get our arms  
16 around. So I'm going to call each case and  
17 I'm going to ask counsel to give me their  
18 appearances. I would like appearances only  
19 from counsel of record. I do not want  
20 appearances from representatives' parties who  
21 may be here. I want appearances only from  
22 counsel of record for parties and counsel for  
23 any insurance carriers who have been called  
24 upon to defend or possibly indemnify against  
25 these claims.



1           So the first case the Court is going to  
2 call is Manuel Drezner vs. Champlain Towers,  
3 Case 2021-15089. Let me have appearances  
4 please starting with the Plaintiff.

5           MR. TROPIN: May it please the Court,  
6 Harley Tropin, Kozyak Tropin & Throckmorton.  
7 With me are my partners Javier Lopez, Jorge  
8 Piedra, Tal Lifshitz and our co-counsel who  
9 brought the case, Brad Sohn and Graham LippSmith.  
10 Thank you, Judge.

11           THE COURT: For the Defendant.

12           MR. SINGERMAN: Good morning, Your Honor.  
13 May it please the court --

14           MR. SHMUELY: I apologize. He left out Rami  
15 Shmuelly from Chavin, Mitchell, Shmuelly on behalf  
16 of the Plaintiff, Manuel Drezner.

17           MR. TROPIN: Yes, I'm sorry.

18           THE COURT: For the Defense, Mr. Singerman.

19           MR. SINGERMAN: Good morning, Judge Hanzman.  
20 May it please the Court, I'm Paul Singerman from  
21 Berger Singerman. Your Honor requested  
22 appearances only from counsel of record.  
23 Your Honor, our firm was retained about 13 hours  
24 ago. We've not yet formally appeared. I believe  
25 participating with me in the hearing on behalf of

1 the Defendant is my law partner, Jordi Guso,  
2 and also on behalf of the Defendants, Mr. Steven  
3 Pardo from the Pardo Jackson Firm, Jon Polenberg  
4 from the Becker Firm, and Mark Boyle and Amanda  
5 Anderson from Boyle, Leonard and Anderson. Thank  
6 you, Judge Hanzman.

7 THE COURT: The Court will accept your oral  
8 appearances, Mr. Singerman, and just follow up  
9 with a written appearance. Thank you.

10 MR. SINGERMAN: Yes, sir.

11 Thank you, Your Honor.

12 THE COURT: So I now have all appearances in  
13 the Drezner matter.

14 The Court will next call Steve Rosenthal  
15 vs. Champlain Towers South, Case 21-15206.  
16 Appearances please.

17 MR. MCKEE: Good morning, Your Honor.  
18 Robert McKee, from the McKee Law Group and  
19 David Brill from Brill & Rinaldi, The Law Firm,  
20 on behalf of the Plaintiff.

21 MR. BRILL: Good morning, Your Honor.

22 THE COURT: Good morning.

23 Mr Singerman, are you appearing in this  
24 case as well on behalf of the Association?

25 MR. SINGERMAN: Yes, Judge Hanzman, I am as

1 are my colleagues to whom I referred when I  
2 entered by initial appearances in the Drezner  
3 matter. Thank and that will be the case, Your  
4 Honor, for all of the matters that you will call.

5 THE COURT: Very good. Thank you.

6 So the next case the court is calling is  
7 Raysa Rodriguez vs. Champlain Towers South  
8 Condominium Association, Case 21-15298.  
9 Appearances of Counsel, please.

10 MR. MOSKOWITZ: Good morning, Your Honor.  
11 This is Adam Moskowitz from the Moskowitz Law  
12 Firm for the Plaintiffs. I'm on with Joey Kaye  
13 and Adam Schwartzbaum from my firm, along with  
14 our co-counsel Jack Scarola and Chip Merlin.

15 THE COURT: Thank you.

16 And again, Mr. Singerman, just for the  
17 record, you're defending this case as well on  
18 behalf of the Association.

19 MR. SINGERMAN: Judge Hanzman, I am as are  
20 my colleagues to whom I referred in entering our  
21 appearance in the Drezner matter. Thank you,  
22 Judge.

23 THE COURT: And the last case is Steven  
24 Rosenberg, Mark Rosenberg and Shoshana Rosenberg  
25 as children and representatives of the estate and

1 person of Mr. Harold Rosenberg vs. Champlain  
2 Towers South, Morabito Consultants and SD  
3 Architects, P.A. Case 21-15521. May the Court  
4 have appearances please.

5 MR. GOODMAN: Good morning, Your Honor.  
6 This is Jeffrey Goodman. I'm here with my  
7 partner Bob Mongeluzzi from the Law Firm of  
8 Saltz Mongeluzzi. We are also joined today by  
9 our co-counsel Chezky Rodal, from the Morgan  
10 & Morgan firm. Collectively we represent the  
11 Plaintiffs in this matter.

12 MR. RODAL: Good morning, Your Honor.

13 THE COURT: Good morning.

14 So there are three matters the Court --

15 MR. RASKAS: Your Honor --

16 THE COURT: Yes.

17 MR. RASKAS: Excuse me. We are entering an  
18 appearance on behalf of Morabito Consultants,  
19 Inc. This is Aron Raskas. I'm joined by my  
20 colleagues David Wells and Kellie Humphries from  
21 Gunster, Yoakley & Stewart. We too were just  
22 engaged approximately 5:00 p.m. last night,  
23 but we will be entering a written appearance  
24 on behalf of Morabito Consultants, Inc. in the  
25 Rosenberg matter.

1 THE COURT: Thank you, Counsel.

2 And is anybody appearing for SD  
3 Architects?

4 MR. GOODMAN: Your Honor, for the record we  
5 provided notice via email at approximately 3:40  
6 p.m. yesterday to Morabito Consultants which  
7 certainly seems like it was received given the  
8 presence of Mr. Raskas here, also to SD  
9 Architects and Champlain Towers. We also  
10 provided notice given the request we had pending  
11 to the officer in charge for Miami-Dade County  
12 Fireman's.

13 THE COURT: Okay. Very good. Thank you.

14 MR. BAHADORAN: Sorry to interrupt, very  
15 quickly, but I did want to enter an appearance as  
16 well because we were asked to be here. My name  
17 is Sina Bahadoran with the law firm of Clyde &  
18 Co., and we are counsel for James River Insurance  
19 Company. James River is the commercial general  
20 liability insurer for the Association.

21 THE COURT: Thank you, Counsel. I have some  
22 questions for you later because I understand  
23 there was some correspondence you may have sent  
24 to Chambers that I have not received yet, but  
25 we'll talk about that in a few minutes, okay.

1 Thank you for your appearance. Okay.

2 Now, there are a couple of things I want  
3 to discuss, and then I'll of course hear from  
4 you all, but obviously in a case like this we  
5 have two punitive class action complaints, we  
6 have two individual complaints, there may be  
7 more filings, but like in any case where  
8 there are multiple class actions filed the  
9 first thing the Court needs to do is impose a  
10 leadership structure. We obviously are not  
11 going to have competing cases. We're going  
12 to have a leadership structure which will  
13 eventually result in a consolidated class  
14 pleading. So the Court is concerned about  
15 the definitions in some of these cases of  
16 class and wants to talk to counsel about --  
17 it appears to the Court that both class  
18 definitions include people who may have  
19 suffered death or injury as well as people  
20 who may have suffered loss of property only.  
21 It seems very apparent to the Court that this  
22 may be a limited fund case depending upon  
23 insurance proceeds and other viable third  
24 party claims, and I want counsel to be  
25 sensitive when they file lead counsel motions

1 or file amended pleadings as to whether they  
2 believe there is a conflict in attempting to  
3 represent both all the property owners, who  
4 did not suffer injury or death, as well as  
5 those condominium owners that did. So, I  
6 don't know if you all are seeking to  
7 represent everybody. I don't know if you  
8 believe there might be a conflict between  
9 allocation issues for people who suffered  
10 injury and death and those who suffered only  
11 economically, but I want you to be sensitive  
12 to that, and I want you to start thinking  
13 about it over the next ten days, which is  
14 what I'm going to give you all to try to  
15 resolve a leadership structure on your own  
16 before the Court has to intervene. So as far  
17 as the class classes are concerned, I'm going  
18 to direct that you all meet and confer  
19 amongst the lawyers who have filed punitive  
20 class actions, including any other lawyers  
21 who may file subsequent punitive class action  
22 tag-along cases, and I want you all to see if  
23 you can come up with a proposed leadership  
24 structure to be approved by the Court. If  
25 you can't within the ten day period, anybody

1 who represents a punitive class members who  
2 wishes to be appointed in a leadership  
3 position in this case is to file an  
4 appropriate motion and then we'll have  
5 a subsequent hearing on that, okay.

6 Now, as far as the Defendant, the  
7 Court's primary concern, and one of the  
8 reasons I wanted to address this right away,  
9 is the Court was concerned about two things.  
10 Number 1, whether there is a functioning  
11 Board of Directors that can defend this case,  
12 make appropriate decisions, marshal assets  
13 and accept insurance tenders. The court was  
14 unaware who the Board members were, whether  
15 some or all of them are missing, and whether  
16 there is a legally constituted Board that can  
17 make decisions in this case, and if so,  
18 whether that Board feels that it is too  
19 conflicted to actually run this case,  
20 and whether the parties agree or what the  
21 parties' views are on the appointment of a  
22 Receiver pursuant to the Court's equitable  
23 powers or statutory, at least on a temporary  
24 basis, to analyze this case and act as  
25 somebody who can retain counsel and deal with



1 insurance issues and possible release issues  
2 and all of the other things that are going to  
3 have to be addressed on a relatively quick  
4 basis.

5 So let me hear from Mr. Singerman  
6 because I guess the first question the Court  
7 has is is there a legally constituted and  
8 functioning Board of Directors here for the  
9 condo association? Mr. Singerman.

10 MR. SINGERMAN: May it please the Court,  
11 Judge Hanzman, the direct answer to the your  
12 question is yes. That was one of the first  
13 inquiries we made upon being consulted in  
14 connection with our being retained. We are  
15 advised by the treasurer of the Board that the  
16 Board has met several times since this tragic  
17 accident, that the Board is functioning. The  
18 Board has taken appropriate action to protect and  
19 preserve whatever documentary evidence remains at  
20 the site, and also to protect and preserve  
21 electronically stored information. The Board,  
22 through insurance counsel, has made contact with  
23 present and former insurers in order to protect  
24 the rights of the Association and all parties  
25 that now and in the future may claim against the

1 insurance. Your Honor, we would submit that the  
2 Board shares Your Honor's concerns for moving  
3 these matters efficiently and promptly in  
4 maximizing the recoveries from the insurance  
5 proceeds and other claims for the benefit of all  
6 victims of this tragic accident. We would also  
7 observe, Your Honor, that at this time, of the  
8 five Complaints that have been filed, Your Honor,  
9 in the recitation of the matters did not refer to  
10 the Anton matter, which we understand to be  
11 assigned to Judge Fine, that in only one instance  
12 has a summons been issued. In the other four  
13 instances summonses have not yet been issued.  
14 None of the Complaints in these actions has been  
15 filed, and we would urge the Court, while the  
16 professional team to which I referred when I  
17 entered our appearances in the Rosenberg case and  
18 in each of the other cases Your Honor called,  
19 please Your Honor allow us the same ten days or  
20 longer, if appropriate, as we report to Your  
21 Honor in ten days, before taking action that  
22 could further disrupt the progress that's being  
23 made in dealing with the insurers and preserving  
24 and protecting the assets of this Defendant for  
25 the benefit of all victims.

1           Your Honor, I will represent to you that  
2           if, when, and as, in the intervening time,  
3           even if it is in advance of ten days from  
4           now, we come to believe that there are  
5           conflicts that will impair the preservation  
6           of claims, you will hear it from us.

7           THE COURT: Mr. Singerman, without having  
8           to do a tally with names, I take it you are  
9           representing to the Court that there is a  
10          legally, duly constituted Board of Directors,  
11          intact, that can make decisions relative to this  
12          litigation, at least for the time being?

13          MR. SINGERMAN: Your Honor --

14          THE COURT: There's a sufficient quorum?  
15          In other words, I don't want to have a situation  
16          where I later find out that because certain Board  
17          members, God forbid were missing or deceased or  
18          unable to participate for any reason, that there  
19          was a lack of a quorum or the decisions that may  
20          have been made by the Board are legally invalid.  
21          That's my concern. So that's what I want you to  
22          tell me, that you know who the Board members were  
23          before this tragedy, that you know who they are  
24          now, and that there are a sufficient number of  
25          Board members that have survived this tragic

1 event to constitute a duly elected Board and can  
2 constitute a quorum to vote on matters. That's  
3 what I want to be assured of.

4 MR. SINGERMAN: Your Honor, thank you.  
5 Judge, I asked the same questions in connection  
6 with our retention. I want to be very clear with  
7 Your Honor, as I always am, and reiterate that  
8 our retention is approximately thirteen hours  
9 long, thirteen hours into our retention. We've  
10 inquired of the existence of the Board. I've had  
11 many hours of conversations with the treasurer of  
12 the Board. We conditioned our retention on the  
13 Board taking formal action to retain us, and with  
14 Your Honor's permission, my colleague, Mr. Pardo,  
15 from the Pardo Jackson firm has been involved  
16 slightly longer than we, and has had more direct  
17 interaction with the Board than we have yet, but  
18 Your Honor, I am satisfied now that the Board  
19 exists. I've been told the Board has met  
20 repeatedly since this tragic accident and that  
21 the Board, as of this moment, Your Honor is  
22 functioning. And I invite Your Honor --

23 THE COURT: I don't need anymore details on  
24 this, Mr. Singerman, but I am going to just ask  
25 you to do whatever research you need to do since

1           you're new to the case. Confirm for me that a  
2           duly constituted Board is in existence and that  
3           decisions can be lawfully made by this Board.  
4           And if you find out that it's not a duly  
5           constituted Board or that quorums cannot be  
6           achieved and decisions that are binding cannot  
7           be made, I need you to bring that to my attention  
8           immediately, okay?

9           MR. SINGERMAN: Your Honor, I will do so  
10          immediately if that is the result of our research  
11          and investigation.

12          THE COURT: Now, given what Mr. Singerman  
13          has represented, does anybody believe that any  
14          orders need to be entered, any preservation of  
15          evidence orders in this case? Let me hear from  
16          Plaintiffs' Counsel. In the class cases, first,  
17          I'll hear briefly from Mr. Tropin and then I'll  
18          hear briefly from Mr. Moskowitz.

19          MR. TROPIN: Judge, I think the way you're  
20          handling this is completely appropriate and I  
21          make two points. One, I do think that an order  
22          for the preservation of evidence is benign and  
23          should be entered. Second, and I sympathize with  
24          Mr. Singerman, who's only recently been retained.  
25          What gives us cause for concern, and we haven't

1 yet moved for anything, we want to see more  
2 development, but monies are being spent for,  
3 for example, public relations firms and things  
4 like that, assets that we think may be better  
5 used to compensate victims. So it's things like  
6 that that give us cause for concern. We should  
7 find out from Mr. Singerman, to confirm what he  
8 already thinks is the case, that there's an  
9 existing Board of Directors, but I see no harm in  
10 ordering that evidence be preserved pending that.  
11 I don't see how that causes any problems.

12 THE COURT: Mr. Moskowitz?

13 MR. MOSKOWITZ: Thank you, Your Honor.  
14 Organization is the key in this case with  
15 everything that's going on, and while there is an  
16 organized Board now, we think that the Board has  
17 serious conflicts, Your Honor. So that's why the  
18 Court should seriously consider appointing a  
19 Receiver now. First, I'm extremely appreciative  
20 that Mr. Singerman is involved in our case. We  
21 all know Paul, we all greatly respect him, but  
22 the way that the Board is factually, it just  
23 appears to me that they have a serious conflict  
24 of interest. First, they're being accused of  
25 gross negligence at best. Number 2, they're also

1 homeowners. So they're going to have their own  
2 conflict of interest as to any insurance money  
3 that's recovered. I don't see how you get around  
4 that. Number 3, there's no condominium anymore.  
5 There's no reason to have a condominium  
6 association. It's not going to be rebuilt  
7 or reorganized. The condominium is gone.  
8 Hopefully, there's going to be a monument to the  
9 victims. So there's nothing to reorganize here.  
10 And then fourth, as I think Mr. Tropin may have  
11 said, and Mr. Singerman can confirm for us, we  
12 heard yesterday that the Board actually hired a  
13 public relations company, Levick, in District of  
14 Columbia, to do public relations for them, which  
15 is absurd. I mean, there is no reason that the  
16 Board needs to be hiring a public relations firm.  
17 So because of those conflicts and because this is  
18 a (b)(2) class action with a limited fund, and  
19 there's going to be limited insurance, we think  
20 it would be most prudent for the Court to  
21 consider appointing a Receiver, possibly someone  
22 like Michael Goldberg, to take over control and  
23 work with the Homeowner's Association, because I  
24 just don't see how you get passed those conflicts  
25 of interest.

1 THE COURT: Do any of the lawyers  
2 representing individual plaintiffs in the  
3 Rosenberg case wish to be heard on this?

4 MR. MONGELUZZI: Your Honor, this is  
5 Robert Mongeluzzi. we are Plaintiffs' counsel  
6 in the Steven Rosenberg case.

7 We had filed an emergency motion on the  
8 issue of evidence, and obviously there are  
9 two issues regarding the evidence. One is  
10 mere preservation of the physical evidence,  
11 but in a collapse case it is the painstaking  
12 observation and filming, perhaps by drone,  
13 which shows the layers getting removed piece  
14 by piece. I believe there's already been  
15 three million pounds of rubble being removed.  
16 That is critical evidence as they go layer by  
17 layer. So we have filed a motion. We agree  
18 that there should be an order on preservation  
19 of evidence, but I also wanted to raise that  
20 there is something more than preservation  
21 itself because the way the wreckage is as we  
22 go layer by layer is as important as the  
23 evidence, the physical evidence itself.  
24 Thank you, Your Honor.

25 THE COURT: Thank you.



1 MR. MCKEE: Robert McKee, Your Honor --

2 THE COURT: Yes.

3 MR. MCKEE: Robert McKee on behalf of Steve.  
4 We have perspectives on both issues. I agree  
5 with Mr. Moskowitz that there is likely to be  
6 substantial conflicts of interest of the  
7 Association Board members for the very same  
8 reasons he suggested, not to mention the fact  
9 that since I've been doing this kind of case  
10 throughout Florida and the rest of the country  
11 for decades, the fact of the matter is that they  
12 may even be defendants in this matter. Though  
13 there is state law that precludes liability for  
14 them under most circumstances, the facts may end  
15 up having one or more of these Board members as  
16 an actual defendant in perhaps some aspect of  
17 gross negligence or intentional tort, as an  
18 officer, as a conflicted officer, as an officer  
19 breaching fiduciary duties.

20 As far as the preservation order, I'm  
21 hoping it can be more extensive than the  
22 parties that currently are sued, and that  
23 there has to be notice given so that there  
24 are pre-collapse preservation matters and  
25 post-collapse preservation matters.

1           It would seem to me that every  
2 contractor in the past four to five years  
3 working as a contractor for the Association,  
4 we need those records preserved. It would  
5 appear to me that the town of Surfside --

6           THE COURT: Well, I would not impose any  
7 temporal limitation on a preservation order.  
8 Whatever evidence might be discoverable has to be  
9 preserved, whether it's pre-event or post-event.

10          MR. MCKEE: I guess the point I'm --

11          THE COURT: Obviously, most of the evidence  
12 is going to be pre-event.

13          MR. MCKEE: But we want to make sure since  
14 they're not parties in this action yet that that  
15 order be required to be provided through, for  
16 example, the Association, to those entities so  
17 that they're aware of your orders, Your Honor.

18          THE COURT: Well, the order would be with  
19 respect to any party, whether they're a formal  
20 party or not, with actual notice of the order  
21 and require a preservation.

22          MR. MCKEE: Very good. I'd simply ask that  
23 your order would incorporate a requirement for  
24 the parties present before you will have an  
25 obligation to provide that notice.

1 THE COURT: Now, I also I read the motion  
2 regarding the request to be involved in watching  
3 the recovery efforts, by drone or otherwise.  
4 The Court is concerned about that. I'm certainly  
5 not willing to do anything that could interfere  
6 with the efforts that are being made by  
7 government officials at the state, local, and  
8 federal level, and I certainly would not enter  
9 such an order without giving all of them an  
10 opportunity to be heard. So that's not something  
11 I'm willing to address today, but I am willing to  
12 enter the preservation order, and I'm going to  
13 ask that Mr. McKee, why don't you take the lead  
14 on that and circulate it to other counsel of  
15 record and see if you all can agree on an  
16 appropriate preservation order to submit on  
17 courtMAP as soon as possible so that I can get  
18 the preservation order issued.

19 MR. MCKEE: Yes, sir.

20 THE COURT: Now, as far as the Board members  
21 are concerned, obviously I raised the potential  
22 for a conflict at the very beginning of the case.  
23 There is decisional law in this area. There's a  
24 Supreme Court of Florida case called Granada  
25 Lakes which addresses this Board's equitable as

1 well as statutory authority to appoint a Receiver  
2 over condominium associations for equitable or  
3 statutory reasons or both. I don't know if any  
4 motion for the appointment of a Receiver has been  
5 formally filed. Obviously, if Mr. Singerman had  
6 represented to me this morning, or I had  
7 ascertained through other competent evidence that  
8 there was no legally constituted Board in place,  
9 then that would have made the decision easier and  
10 I would have appointed a Receiver this morning,  
11 but given Mr. Singerman's representation to the  
12 Court, as an officer of the Court, who I trust  
13 greatly, that this Board is duly constituted and  
14 has a sufficient quorum to make decisions, the  
15 Court feels it would be inappropriate to appoint  
16 a Receiver without adequate notice and an  
17 opportunity to be heard. If anybody believes  
18 such a motion is warranted under the standard  
19 set forth in Granada Lakes, either equitably or  
20 pursuant to the Court's statutory authority,  
21 they can file an appropriate motion and I will  
22 expedite a hearing. And in the meantime  
23 Mr. Singerman will have time to do his homework  
24 and make sure that what he represented to me this  
25 morning is accurate, that there is a lawfully

1           constituted Board that has the ability to act.  
2           As far as conflicts are concerned, I raised those  
3           myself this morning. There are potential  
4           conflicts that may appear obvious to some of us,  
5           including, I understand, there may be grand jury  
6           proceedings, there may be conflicts between the  
7           individuals who served on the Board and the other  
8           individuals who have claims who are not on the  
9           Board, and there are all kinds of potential  
10          conflicts, but this Board is not prepared today  
11          to determine whether those conflicts would  
12          warrant appointment of a Receiver, or whether a  
13          Receiver should be appointed simply because there  
14          is no condominium left, as Mr. Moskowitz  
15          suggests, and we're really in a wind down, which  
16          it seems to me that the only thing left for the  
17          Board possibly to do would be to marshal assets  
18          with the insurance proceeds and any claims  
19          against third parties and come up with a  
20          distribution plan for the members. So I'm not  
21          sure there's a condo to run here and that might  
22          be an independent basis for Receiver, but if the  
23          Board, if Mr. Singerman concludes that the Board  
24          is not duly constituted, or he and his clients  
25          after consultation believe that they are just too

1 conflicted here and would like to have an  
2 independent Receiver to make sure that nobody  
3 second guesses their decisions, which I think  
4 would be prudent, the Court is prepared to  
5 appoint Mr. Goldberg as the Receiver for the  
6 Condominium Association, and take the members of  
7 the current Board out of the equation so that any  
8 decisions they make cannot be second guessed down  
9 the road. Like I said, I think they would be  
10 prudent to take that course of action, but  
11 I'm going to give them a chance to consult with  
12 Mr. Singerman and determine whether or not  
13 these potential conflicts might warrant them  
14 voluntarily stepping aside and having a Receiver  
15 of Mr. Goldberg's caliber appointed so he can  
16 deal with counsel, maybe the Berger Singerman  
17 firm. He can retain counsel and deal with these  
18 issues and take these Board members, who are  
19 obviously suffering and obviously have a lot on  
20 their plate right now, off the hook and allow  
21 somebody independent and neutral to step in.  
22 And like I said, I think that would be very  
23 prudent on their part but I'm certainly not  
24 in the position to force it this morning.

25 So, Mr. Singerman, you consult with

1           your clients, and if that's something they  
2           want to agree upon I'm prepared to appoint  
3           Mr. Goldberg and let somebody independent  
4           start getting in there and dealing with these  
5           insurance carriers and counsel. If they want  
6           to stay in this and not agree to appointment  
7           of a Receiver and other parties believe a  
8           Receiver is necessary or warranted under  
9           Florida law, they can file a motion and I'll  
10          give an immediate hearing on that, okay.  
11          So, Mr. Singerman, you'll go to work on that,  
12          right?

13                 MR. SINGERMAN: Yes, Your Honor.

14           Thank you very much, Your Honor.

15                 THE COURT: Okay. All right.

16           So what I would like to do is I'd like  
17           to have a preservation order in place and I  
18           would like an order requiring that all  
19           counsel who have filed punitive class actions  
20           meet and confer within ten days and see if  
21           they can agree on a proposed leadership  
22           structure, subject obviously to the Court's  
23           approval. The order will also say in the  
24           event there is no proposed leadership  
25           structure agreed upon by punitive class

1           counsel, they will within five days  
2           thereafter, so within fifteen days from  
3           today, file respective lead counsel motions  
4           advocating why they should be appointed lead  
5           and what class they purport to represent.  
6           And like I said, I want you all to look at  
7           this very carefully and see if it's  
8           appropriate to seek representation of both  
9           the class of people who have death or injury  
10          claims, as well as the class of people who  
11          only have property claims, okay.

12                 MR. MCKEE: Thank you, Judge.

13                 Yes, we'll do that.

14                 THE COURT: So Mr. Moskowitz, I'm going to  
15           ask you to take the lead on preparing that order.  
16           Send it to Mr. Tropin and the other class counsel  
17           and try to get something up on courtMAP for me  
18           this morning or later today, okay.

19                 MR. MOSKOWITZ: Yes, Your Honor.

20                 THE COURT: Now, let's talk about insurance  
21           for a minute. It's been reported in the press,  
22           although I have not seen it, that one of the  
23           companies, I don't know if it's the D & O carrier  
24           or whether it's a liability carrier, but has  
25           tendered their policy and written to me



1 correspondence to that effect.

2 Let me hear from their counsel because  
3 for whatever reason that correspondence has  
4 not made it to Chambers and I have learned  
5 about this only through press reports.

6 MR. BAHADORAN: Yes, Your Honor.

7 So my client is James River, the  
8 liability insurer for the HOA. My client  
9 learned about this matter, actually  
10 independently, and went straight into crisis  
11 mode. What we wanted to do, Your Honor, and  
12 I'm happy as soon as this is over to send  
13 you -- we can hand deliver copies of the  
14 letter. We wanted to set a benchmark of  
15 behavior because this is, and exactly as you  
16 mentioned at the outset, a situation where  
17 there simply is not enough insurance to go  
18 around. And so, we did, for our part we want  
19 to set a benchmark of behavior. This is not  
20 a time for five years of litigation, for  
21 lawyers, the typical playbook. This is a  
22 situation where we need to preserve as much  
23 assets as possible for these poor people who  
24 have suffered, and they are not going to be  
25 made whole. There's simply not enough

1 insurance to go around. So this was our way  
2 of -- extraordinary circumstances require  
3 extraordinary measures. What we wanted to do  
4 is very publicly set a benchmark of behavior.  
5 We have a \$2 million policy limit. Even  
6 though this is a single collapse which would  
7 just be \$1 million limit, my client made the  
8 decision to go out and offer the full policy  
9 which is \$2 million to resolve as many claims  
10 as possible on behalf of --

11 THE COURT: Mr. Bahadoran --

12 MR. BAHADORAN: Yes.

13 THE COURT: First of all, obviously the  
14 Court commends your client for its willingness  
15 to tender the policy at this early stage and not  
16 litigate possible coverage issues. I have a  
17 couple of questions. You mentioned this is the  
18 liability. I assume the insured is the  
19 Association, is that correct?

20 MR. BAHADORAN: That's correct, Your Honor.

21 THE COURT: So this policy does not cover  
22 property damage, it's a liability for the Board  
23 policy, correct?

24 MR. BAHADORAN: That's correct.

25 THE COURT: Are the Board members named

1 insured in addition to the Association?

2 MR. BAHADORAN: No, they are not named  
3 insureds under the policy. Our tower of  
4 insurance, just to help Your Honor is \$18  
5 million. So you have my \$2 million policy.  
6 There is a D & O policy through Philadelphia.  
7 We understand there's a policy of umbrella of  
8 \$10 million through Allianz that sits over D & O  
9 and liability, and then above that policy is an  
10 excess policy through QBE of \$5 million.  
11 So we're talking about a total, as it stands at  
12 the moment, \$18 million.

13 THE COURT: So the D & O policy \$1 million?

14 MR. BAHADORAN: That's correct, Your Honor.

15 THE COURT: And have you, as what I'll  
16 describe as the primary carrier. I don't want to  
17 get bogged down in insurance parlance, but have  
18 you as the first layer of coverage notified all  
19 those potential excess layers of this claim, not  
20 that they would be unaware absent your  
21 notification, but have you put them on formal  
22 notice of the claims?

23 MR. BAHADORAN: Absolutely, Your Honor.  
24 Since my client heard about this through the  
25 press, without any tenders, without anything

1 else, all we have been doing is marshaling  
2 resources since then, gathering information.  
3 We have all of that ready to go and I'm happy  
4 to share that with the entire group.  
5 There should be no secrets. There should be  
6 total transparency on that insurance side.

7 And Your Honor, one more thing if I  
8 could mention. In the spirit of thinking  
9 about the best interests of the claimants,  
10 the Association, the Board, they're all one  
11 and the same, right. This is the first time  
12 that I've heard that Mr. Singerman was hired  
13 to represent the Association. My policy has  
14 a defense provision. We didn't hire  
15 Mr. Singerman.

16 THE COURT: I was going ask you. The next  
17 question I was going to ask you is whether -- is  
18 your policy structured so once you tender  
19 liability limits you're relieved of any duty to  
20 defend --

21 MR. BAHADORAN: No.

22 THE COURT: -- or does defense of loss come  
23 on top of the policy?

24 MR. BAHADORAN: It's outside the policy.  
25 And the reason why selection of counsel, how we

1 go about this is so important, is because I've  
2 heard about a PR firm. My client is not paying  
3 for that. Mr. Singerman, my client has never  
4 spoken to him before. We didn't authorize his  
5 representation. I understand there are other  
6 counsel involved.

7 THE COURT: Your policy gives you the right  
8 to control the litigation, I assume?

9 MR. BAHADORAN: Yes, the right to control  
10 the litigation, but we're totally happy to have  
11 discussions, and again --

12 THE COURT: Well, what I don't want to have  
13 happen, what I don't want to have happen, is if  
14 there is a policy, as you say, that maintains the  
15 defense obligation even after a tender of  
16 liability limits --

17 MR. BAHADORAN: Yes.

18 THE COURT: I don't want resources of the  
19 Association being used to pay counsel where  
20 there's an insurance company that has that  
21 obligation. So you need to talk to Mr. Singerman  
22 and see whether you're willing to retain his firm  
23 and allow your policy to do that. Maybe you can  
24 negotiate a fair rate that you're acceptable  
25 with. He's an outstanding lawyer, as good as

1           there is, and maybe you can reach an arrangement  
2           with him, but I don't want to have the situation  
3           where your client says, well, we had an  
4           obligation to pay for defense costs in this case  
5           but they breached the policy by hiring a lawyer  
6           without our input and therefore we're off the  
7           hook. I don't want to have that coverage problem  
8           because the defense costs in this case could be  
9           substantial and if your client is on the hook for  
10          them I do not want the Association to make any  
11          decisions that could impair that aspect of the  
12          coverage.

13                 MR. BAHADORAN: One thousand percent  
14                 agreement with that, Your Honor, and I hope that  
15                 they'll work with us in that spirit. Again, this  
16                 is an extraordinary situation. We should put the  
17                 regular playbook aside.

18                 THE COURT: No, it is, but the litigation  
19                 can be very expensive and I don't want any funds  
20                 that may have been available to compensate the  
21                 victims of this tragic occurrence to be used on  
22                 lawyers unnecessarily, and if there is an  
23                 insurance policy that obligates the company to  
24                 pay defense costs, notwithstanding a full  
25                 tender, I want that policy used to pay the

1 Association's defense, not separate funds that  
2 could be used to compensate victims. Understood?

3 MR. BAHADORAN: Yes.

4 THE COURT: So you're to meet with  
5 Mr. Singerman immediately and you're to see if  
6 you can come in for a landing on that issue so we  
7 avoid any dispute, okay?

8 MR. BAHADORAN: Absolutely.

9 THE COURT: And I'm sure Mr. Singerman  
10 appreciates this Court's concern that is client  
11 not do anything or make any decisions that could  
12 jeopardize available coverage.

13 Right, Mr. Singerman?

14 MR. SINGERMAN: That's absolutely correct,  
15 Your Honor.

16 THE COURT: Very good. So you all will meet  
17 and confer immediately after this hearing and  
18 you'll let me know whether the carrier has agreed  
19 to pick up a negotiated defense cost of Berger  
20 Singerman, and then you can also talk about the  
21 receivership issue because if the carrier has a  
22 right to control the litigation, as Mr. Bahadoran  
23 believes, then they might have the right to weigh  
24 in on the decision of whether these Board members  
25 should be taken out of the equation and

1 Mr. Goldberg appointed, okay? So I'd like you  
2 all to meet and confer on both of those points  
3 and get back to me ASAP, and when I say ASAP,  
4 I'm talking tomorrow morning, okay? Because if a  
5 Receiver is going to be appointed, if a neutral  
6 Receiver is going to be appointed with the  
7 carrier's consent and with the consent of the  
8 Board members I don't want to waste valuable time  
9 on this. I want to get him appointed and get him  
10 involved in negotiating possible settlements with  
11 other carriers and looking over this case, okay.  
12 And I think I've made my initial reaction very  
13 clear, that I think it would be a very prudent  
14 decision on the part of these Board members who  
15 have to be traumatized by this at this point, to  
16 step aside and let a professional come in and  
17 handle this case, okay. And I've made my  
18 sentiments to Mr. Singerman loud and clear as  
19 well as to Mr. Bahadoran, and you all see if  
20 you can meet and confer, and if you can, like I  
21 said earlier, you send me an order appointing  
22 Mr. Goldberg and I'll sign it immediately, okay,  
23 but meet and confer after this hearing on that  
24 point.

25 MR. BRILL: May it please the Court, David



1 Brill from Brill & Rinaldi, co-counsel with  
2 Mr. McKee. Can I ask one thing of Your Honor  
3 and Mr. Bahadoran?

4 THE COURT: Sure.

5 MR. BRILL: I had asked in an email to  
6 his group for compliance with Florida Statute  
7 §627.4137, which as you know requires a handful  
8 mandatory disclosures concerning general  
9 liability insurance. And like Your Honor did,  
10 we applaud Mr. Bahadoran's insurer for tendering  
11 immediately and reacting the way that it has,  
12 but we would like, if Your Honor would and  
13 Mr. Bahadoran has no objection, to provide full  
14 compliance with §627.4137 that includes an  
15 affidavit from the --

16 THE COURT: You put in my order that you're  
17 going to send me today on the preservation order,  
18 I'm going to ask Mr. Moskowitz to add a provision  
19 that all insurers who receive a timely demand are  
20 to comply with the statute and tender whatever  
21 information is necessary and required by law,  
22 okay. So I'll put that in an order --

23 MR. BRILL: Thank you.

24 THE COURT: And you make your statutory  
25 demands upon any carriers who may have coverage

1 in this case. Now, we talked about this layer on  
2 the D & O and the liability aspect. Is there a  
3 separate insurer for the property, for the  
4 physical structure itself, and who is that  
5 carrier?

6 MR. BAHADORAN: Yes, Your Honor. There's  
7 \$30 million of property coverage through Great  
8 American Insurance Company.

9 THE COURT: Great American, okay. And is  
10 there any excess on top of that or is that a  
11 primary policy?

12 MR. BAHADORAN: That's the only coverage  
13 that we're aware of at the moment.

14 THE COURT: So from everything that you're  
15 aware of, and I appreciate your disclosing this  
16 early, Counsel, it's been very helpful. You  
17 think at most, assuming no dispositive coverage  
18 issues or any other things that could interfere,  
19 you think there's at most \$48 million of total  
20 coverage both for the structure and liability?

21 MR. BAHADORAN: Based on what we know at  
22 the moment, that's right, Your Honor.

23 THE COURT: Very good. As I suspected,  
24 and maybe I hope I'm proven wrong, and if there's  
25 more coverage to be found, it looks like for the

1 property damage claims and the injury and death  
2 claims there's going to be a total of \$48 million  
3 which will obviously be inadequate to compensate  
4 everyone fully to the extent of their harm and  
5 that's unfortunate. I don't know if there are  
6 third party claims, maybe there are, maybe there  
7 aren't, but we're dealing with certainly a  
8 limited pot as far as insurers go, and that calls  
9 into question even more the concern the Court had  
10 over the conflict in trying to represent these  
11 different classes. And it may very well be that  
12 I have to appoint lead counsel for a class of  
13 people pursuing injury and death claims and then  
14 separate counsel for a class of people that are  
15 pursuing property claims. Those classes  
16 obviously may overlap to some extent, but you all  
17 think about that and we'll discuss it in a later  
18 hearing, okay.

19 MR. MONGELUZZI: Your Honor, may I ask a  
20 question? This is Mr. Mongeluzzi and we  
21 represent one of the missing victims.

22 Your Honor has flagged that there could  
23 be a conflict between the property and the  
24 third party injury and death claims and we  
25 agree with you on that. You've asked class

1           counsel to analyze that issue and get back to  
2           you within ten days. We haven't discussed  
3           whether we can respond to that because from  
4           the side of representing injured or killed we  
5           think there probably is a conflict. I'd like  
6           to have the opportunity --

7           THE COURT: To the extent people have  
8           brought individual claims, right, not class  
9           actions --

10          MR. MONGELUZZI: Correct.

11          THE COURT: They can of course assert any  
12          claims they want, including both property and  
13          injury claims in the same case and there's no  
14          problem with that. The only problems becomes at  
15          the class level. Now, I looked at one of these  
16          Complaints, for example, and one of these  
17          Complaints purports to bring both class actions  
18          and individual claims. That obviously is not  
19          permissible in Florida. You can't sue in more  
20          than one capacity. So people who want to, I'll  
21          say opt out for lack of a better word, there's no  
22          class certified, I'm just using that generically.  
23          People who want to pursue their own claims with  
24          their own counsel are free to do so. Now, those  
25          claims may be consolidated with the class

1 proceedings at least for discovery and maybe for  
2 trial as necessary, but people who are proceeding  
3 individually have no conflict. They can bring  
4 whatever claims they have, property claims,  
5 injury claims, both combined. The class is where  
6 I'm concerned because I think there's going to be  
7 an allocation issue down the road in this case  
8 and there may be a conflict between people who  
9 want to be compensated out of these proceeds,  
10 insurance proceeds, for death and injury and  
11 other people whose interest is going to be simply  
12 getting the value of their condominium because  
13 they fortunately, God willing, survive this.  
14 So the conflict is going to be at the class  
15 level.

16 MR. MONGELUZZI: Understood.

17 THE COURT: Which is why I want Counsel to  
18 address it, because like I said, it may very well  
19 be that there has to be one lead counsel for an  
20 injury subclass and other lead counsel for  
21 property claims, but if your clients are simply  
22 pursuing their personal claims and are not going  
23 to be riding with the class action they can bring  
24 whatever claims they want.

25 MR. MONGELUZZI: Understood, Your Honor.

1 THE COURT: Okay. All right.

2 Does anybody else -- so I'm expecting  
3 two orders this morning, the preservation  
4 order, the meet and confer order on a lead  
5 counsel and the insurance order.

6 Let's talk about the tender.

7 Mr. Singerman, it looks to me like one  
8 of these insurers has \$2 million that they  
9 want to part with immediately. Are you  
10 prepared on behalf of the Association to  
11 accept those funds and hold them in escrow  
12 pending further order of the Court?

13 MR. SINGERMAN: Judge Hanzman, may it please  
14 the Court, with Your Honor's permission, may I  
15 ask our colleagues from Boyle Leonard, either  
16 Mr. Boyle or Ms. Anderson to respond. They have  
17 dealing with the James River insurer and Counsel  
18 prior to our involvement.

19 MR. BOYLE: Good morning, Your Honor,  
20 this is Mark Boyle. If I may proceed?

21 THE COURT: Yes, Mr. Boyle.

22 MR. BOYLE: We are prepared to hold the  
23 money in trust, put it outside of a typical IOTA  
24 account, in an interest bearing trust account,  
25 while a resolution of this matter continues.

1 We just want to make sure that we don't take any  
2 action that eliminates the carrier's defense  
3 obligations. The defense obligation continues  
4 until there's payment of a settlement or a  
5 judgment, and we don't want any action that we  
6 take to truncate the defense rights outside of  
7 limits that the Association has.

8 THE COURT: I assume they're making this  
9 tender unconditionally and they're not asking for  
10 any releases or waivers of any rights under their  
11 policy at this point; correct, Counsel?

12 MR. BAHADORAN: That was our  
13 understanding --

14 THE COURT: Mr. Bahadoran?

15 MR. BAHADORAN: Yes, Your Honor. Until  
16 funds are disbursed to the actual recipients  
17 that's absolutely correct. There's no conditions  
18 on this. This is a benchmark of conduct.

19 THE COURT: Well, since this is a punitive  
20 class and they've made a claim against the policy  
21 obviously there can be no settlement or release  
22 without Court approval and notice. They will  
23 accept your unconditional tender of the liability  
24 limits of \$2 million. You can prepare an order  
25 for me to sign that those proceeds will be

1 tendered to the Berger Singerman firm without  
2 any waiver of any rights under the policy or  
3 otherwise under the policy common law, statutory  
4 or otherwise, that the class and/or individuals  
5 may have against the Carrier, that the funds will  
6 be tendered and held in escrow and not used for  
7 any purpose until further order of the Court.

8 And Mr. Singerman, you'll open an  
9 account and you'll hold those funds  
10 accordingly pursuant to my order, okay?

11 MR. SINGERMAN: Yes, Your Honor, we will  
12 do so.

13 THE COURT: So Mr. Bahadoran, will you  
14 please prepare that initial draft of the order.  
15 You don't need to circulate that to everybody.  
16 Send it to Mr. Singerman on behalf of the  
17 Association, your insured, and once you all  
18 agree on it submit it to me on courtMAP, okay?

19 MR. BAHADORAN: Yes, Your Honor.

20 MR. BOYLE: If it please the Court, I have  
21 some additional information about the insurance.

22 THE COURT: Okay.

23 MR. BOYLE: The Directors and Officers  
24 Liability Carrier, similarly by letter, not filed  
25 in the court file, tendered their \$1 million



1 policy limits, and we would be happy to proceed  
2 with those limits under the same --

3 THE COURT: Well, why don't you see if  
4 they'll agree to the same order and we can do it  
5 either in the same order or we can do a separate  
6 order, but that's good news.

7 MR. BOYLE: And I just want to reflect one  
8 disagreement we had with Mr. Bahadoran, maybe  
9 two. We do not agree with him that the CGL  
10 policy only covers bodily injury. The CGL policy  
11 has both property damage and bodily injury  
12 coverage, and the officers and perhaps even the  
13 individual members of the Association, may  
14 qualify as insureds for different purposes.

15 THE COURT: Would that increase limits?

16 MR. BOYLE: Under the primary policy the  
17 answer is no, Your Honor.

18 THE COURT: So the \$2 million is all you're  
19 going to get from this carrier, whether they're  
20 insureds or not?

21 MR. BOYLE: That's correct.

22 THE COURT: And once they tender I can  
23 decide later whether it covers both property  
24 and bodily injury claims.

25 MR. BAHADORAN: Your Honor, just to be

1 clear, at no point did I suggest that there's not  
2 coverage for property damage. It's liability  
3 coverage or liability BI or liability PD.  
4 It's not a first party property policy.

5 THE COURT: Well, it's somewhat an academic  
6 issue unless we have an allocation problem down  
7 the line because you're tendering the limits  
8 anyway.

9 MR. BAHADORAN: That's right, but it can't  
10 be understated that the loss of life here is so  
11 significant that it's going to pale the property  
12 damage, contents claims, things like that. That  
13 really is the crux of this case to begin with.

14 THE COURT: I understand, which is why I  
15 have no doubt at some point in this case, once  
16 third party claims if any are pursued, and once  
17 insurance proceeds are paid or exhausted, there's  
18 going to be a very serious allocation issue  
19 between those people who tragically lost loved  
20 ones and those who only lost, who were lucky  
21 enough to only lose property, and there's going  
22 to be an allocation issue that we're going to  
23 have to address down the road, but since these  
24 carriers may be tendering their limits that's  
25 something you don't have to be concerned about,

1 Mr. Bahadoran, right?

2 MR. BAHADORAN: That's correct, Your Honor.

3 THE COURT: But I am glad to hear, I am very  
4 glad to hear that the policy upon tender does not  
5 relieve the company of its obligation to pay  
6 defense costs, and I don't want that in any way  
7 impaired. So you need to get with Mr. Boyle and  
8 Mr. Singerman and see if you're willing to retain  
9 them, and if not, we need to do whatever needs to  
10 happen, and I need to decide any dispute, because  
11 like I said before, I do not want dollars that  
12 could have been used to compensate victims to be  
13 paid to lawyers under any circumstance, okay?

14 MR. BAHADORAN: Agreed, Your Honor. That's  
15 why we're surprised by the way that this played  
16 out this morning having never spoken to  
17 Mr. Singerman, never authorized his  
18 representation or otherwise --

19 THE COURT: But you see, that's why I said  
20 earlier, that it might be a good idea for a  
21 Receiver, because the Court has to believe,  
22 although there is no record evidence before me,  
23 the Court has to believe that the individuals who  
24 live in that condo and served on the Board are  
25 extremely traumatized and the last thing they

1 want to do is be flyspecking insurance policies.  
2 They obviously went out and hired counsel.  
3 Maybe they didn't look carefully at the policy  
4 and assess whether they'd be risking the defense  
5 cost benefits when they hired Mr. Singerman.  
6 Maybe they overlooked that. But they have to be  
7 traumatized and they have to be distracted, which  
8 is precisely why the Court believes that they  
9 should step aside and a Receiver should be  
10 appointed forthwith, but I'm going to give them  
11 time to talk that over amongst themselves and if  
12 they don't agree to that and somebody files a  
13 motion I will entertain it. I was prepared to  
14 appoint a Receiver immediately if Mr. Singerman  
15 or others had told me that there's no lawfully  
16 constituted Board, but since there is I have to  
17 let them deliberate on that. I hope some of them  
18 are listening. I don't know whether any of them  
19 are present, but it just seems to me that this is  
20 not the time for them, who have lost their  
21 property, may have lost friends, neighbors and  
22 loved ones, to be having to bear the burden of  
23 managing this litigation and dealing with  
24 lawyers. And I would think that common sense and  
25 prudence would militate in favor of them stepping

1           aside and letting a professional come in and  
2           handle this, okay.

3           MR. SINGERMAN:   Judge Hanzman?

4           THE COURT:    Yes.

5           MR. SINGERMAN:   Judge Hanzman --

6           THE COURT:    Yes.

7           MR. SINGERMAN:   I wish to assure the Court,  
8           I understand completely Your Honor's position and  
9           we will engage with our client representatives  
10          promptly and revert.

11          THE COURT:    Okay.   Very good.   So you all  
12          will let me know that tomorrow, okay.   Prepare  
13          the orders from this morning.

14          Is there anything else of urgency,  
15          because I only set an hour.   Is there  
16          anything else of urgency that we haven't  
17          addressed that anybody wants to bring up this  
18          morning?   Let's start with the Plaintiffs?

19          MR. RODAL:    Yechezkel Rodal, Morgan & Morgan  
20          here.   Your Honor briefly mentioned the emergency  
21          motion that the Court was not prepared to  
22          entertain this morning.   As a housekeeping matter  
23          we had spoken with Miami-Dade County.   How does  
24          the Court want us to go about this procedurally?

25          THE COURT:    Procedurally, you have your

1 motion pending, anybody who opposes it will  
2 respond and I will have a hearing after you  
3 give due notice to all the authorities who are  
4 involved in the recovery efforts, but before  
5 I'm going to authorize any observation of the  
6 recovery efforts by drone, by person or  
7 otherwise, everybody involved in the recovery  
8 effort has to have a right to be heard, okay?

9 MR. RODAL: Thank you, Your Honor.

10 THE COURT: All right. And I'm available to  
11 hear it as soon as you all can get it before me  
12 with all the proper parties present.

13 MR. RODAL: Thank you, Judge.

14 MR. MCKEE: Two issues, Your Honor.  
15 Robert McKee. I was specifically asked by my  
16 client who's been, like many other of the actual  
17 living survivor unit owners in the tower, as well  
18 as the family members who are on vigil with hope  
19 against hope of finding a survivor. My client  
20 lost his home and every possession he has, and  
21 has not a single source to help him get through,  
22 and I'm sure he's not alone, and we have tenders  
23 of policy limits. I'm wondering if there's any  
24 way through Court supervision or through  
25 cooperation with these carriers and all parties,

1           whether we can't come up with some plan to get at  
2           least some amount of money for those who are --

3           THE COURT: That's why I wanted to get you  
4           in here right away and see what is tendered and  
5           what's not, and maybe we could reach some kind of  
6           an agreement for some kind of an emergency fund  
7           that these proceeds could be used for to help  
8           relocate people, but like I said before, then  
9           people who are representing those who have  
10          perished or are injured are going to have a right  
11          to be heard on whether that's appropriate given  
12          that will diminish the pot from their recovery,  
13          okay. So I'm sensitive to those issues,  
14          Mr. McKee, and I would like to help those people,  
15          if there's a way for a court supervised fund to  
16          be used to pay for relocation or temporary  
17          support. You talk about that with your  
18          colleagues and let me know, but it's not  
19          something I can order right now.

20          MR. MCKEE: Understood, but I want you to  
21          explore the concept. We're hearing that there  
22          are an awful lot of fundraisers that are claiming  
23          to be receiving contributions, but there's not a  
24          single person talking to the victims on whether  
25          or not they're ever seeing any of it. And so I

1 want to include that. And the last other issue  
2 is --

3 THE COURT: Go ahead.

4 MR. MCKEE: And the last other issue is I  
5 know that I will be filing at least one claim  
6 and probably more, for unit owners of the other  
7 towers. Are they intended to be part of this  
8 and directed to you as a related case?

9 THE COURT: What would be their claim,  
10 diminution in value?

11 MR. MCKEE: Yes, sir. They're all condo  
12 associations --

13 THE COURT: So it would be a purely economic  
14 claim?

15 MR. MCKEE: Yes.

16 THE COURT: But, of course, they may have  
17 their own carriers and their own coverage --

18 MR. MCKEE: That's my point.

19 THE COURT: -- and things of that nature.  
20 So whether that case would be here or not I can't  
21 comment on. You file it and then, you know,  
22 hopefully it would be transferred in here, but if  
23 it's not you'll have to proceed elsewhere with  
24 that, but I haven't looked at that at all.

25 I'm not surprised to hear that that may be a



1 claim, but again, it's a purely economic claim  
2 that wouldn't implicate any of the coverage for  
3 this building.

4 MR. MCKEE: Correct.

5 THE COURT: So we might have a whole  
6 separate set of players in that case.

7 MR. MCKEE: Yes, sir. I understand.

8 For clarity I think you told  
9 Mr. Moskowitz to add the 627 into the  
10 preservation claim. I think you assigned  
11 that to me, Your Honor.

12 THE COURT: Okay, fine, fine, add that into  
13 the preservation order, okay?

14 MR. MCKEE: Very good.

15 THE COURT: All right. Anything the defense  
16 wishes to bring up before we adjourn for the  
17 morning?

18 MR. SINGERMAN: Only this Your Honor.  
19 Judge Hanzman, on behalf of the Defendant, we  
20 appreciate your promptly bringing this matter  
21 before you. Your thoughtful consideration of the  
22 issues and your sensitivity to the victims of  
23 this tragic incident and we're grateful for the  
24 access to the Court, Judge.

25 THE COURT: I'm going to set another Zoom

1 hearing for tomorrow at 9:00 o'clock. Hopefully  
2 these orders will be on my courtMAP today and  
3 they'll be entered by then, but the primary  
4 purpose of tomorrow is to have you report back to  
5 me, Mr. Singerman, and Counsel for the Carrier  
6 report back to me on whether you've reached an  
7 agreement on defense obligations and whether you  
8 have reached an agreement on the appointment of  
9 an independent Receiver, okay?

10 MR. SINGERMAN: Understood, Your Honor.

11 THE COURT: So I will have Maria set up a  
12 Zoom hearing for 9:00 a.m. tomorrow and we will  
13 talk about those issues, and then depending upon  
14 what happens the parties can file motions for  
15 receivership and I'll deal with those next week  
16 if they are filed, okay.

17 So let's reconvene tomorrow at 9:00  
18 o'clock and tell me what progress, if any,  
19 you all have been able to make.

20 MR. SINGERMAN: Thank you, Judge.

21 THE COURT: Anything else anybody wishes to  
22 bring up before we adjourn here?

23 Thank you all for appearing this  
24 morning. Some who have not been served yet  
25 I appreciate it. Like the Court said before,

1 I'm very sensitive to the fact that the  
2 community and the people who have been  
3 directly affected by this are grieving and  
4 we have to balance the need to proceed and  
5 preserve evidence and get organized with the  
6 fact that the grieving process is yet to  
7 begin, and we're going to balance those, but  
8 we're going to move this case expeditiously.  
9 People who have practiced in this division  
10 know that I like to move cases quickly and  
11 there is urgency to this. There are people  
12 that have lost their lives, their loved ones,  
13 their property, and we need to marshal  
14 whatever assets are available as quickly as  
15 possible and compensate these victims, okay.  
16 So I appreciate you appearing and I look  
17 forward to seeing you tomorrow at 9:00 a.m.

18 Have a nice day everybody.

19 (Whereupon, the hearing was concluded at  
20 10:00 a.m.)

21 - - -

CERTIFICATE

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Gary R. Schwartz, Shorthand Reporter and Notary Public in and for the State of Florida at large,

DO HEREBY CERTIFY that the foregoing hearing was taken before me at the time and place therein designated; and the foregoing Pages 1 through 59, inclusive, are a true and correct record of the proceedings.

I FURTHER CERTIFY that I am not a relative or employee of any of the parties, nor relative or employee of such attorney or counsel, or financially interested in the foregoing action.

WITNESS MY HAND AND SEAL this 1st day of July, 2021, in the City of Miami, County of Miami-Dade, State of Florida.



Gary R. Schwartz

Notary Public State of Florida

Commission Number GG968564

Commission Expires: 06/29/2024

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