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IN THE CIRCUIT COURT  
OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION  
CASE NO. 2021-015089-CA-01

MANUEL DREZNER,

Plaintiff,

vs.

CHAMPLAIN TOWERS  
SOUTH CONDOMINIUM ASSOCIATION, INC.,

Defendant.

-----/

Via Zoom  
Friday, July 2, 2021  
9:00 a.m. - 9:33 a.m.

This cause came on for hearing before the  
Honorable M. Hanzman, Circuit Court Judge, pursuant to  
notice.

1 APPEARANCES:

2 On behalf of Plaintiff Manuel Drezner:

HARLEY S. TROPIN, ESQ.

3 Kozyak Tropin & Throckmorton, P.A.

2525 Ponce de Leon Boulevard

4 9th Floor

Coral Gables, Florida 33134

5 hst@kttlaw.com

6 On behalf of Plaintiff Steve Rosenthal:

ROBERT J. McKEE, ESQ.

7 The McKee Law Group, LLC

2800 South Flamingo Road

8 Davie, Florida 33330

rmckee@themckeelawgroup.com

9

On behalf of Plaintiff Rysa Rodriguez:

10 JOHN SCAROLA, ESQ.

Searcy Denney Scarola Barnhart & Shipley

11 2139 Palm Beach Lakes Boulevard

West Palm Beach, Florida 33409

12 mep@searcylaw.com

13 ADAM M. MOSKOWITZ, ESQ.

The Moskowitz Law Firm, P.A.

14 2 Alhambra Plaza

Suite 601

15 Coral Gables, Florida 33134

adam@moskowitz-law.com

16

On behalf of Plaintiff Steven Rosenberg:

17 JEFFREY P. GOODMAN, ESQ

Saltz, Mongeluzzi & Bendesky

18 1650 Market Street

Philadelphia, PA 19103

19 jgoodman@smbb.com

20 On behalf of Defendant:

PAUL STEVEN SINGERMAN, ESQ.

21 Berger Singerman, LLP

1450 Brickell Avenue

22 Suite 1900

Miami, Florida 33131

23 singerman@bergersingerman.com

24

25

1 On behalf of Defendant:  
MARK A. BOYLE, ESQ.  
2 Boyle, Leonard & Anderson, P.A.  
9111 West College Pointe Drive  
3 Fort Myers, Florida 33919  
mboyle@insurance-counsel.com

4  
On behalf of James River Insurance Company:  
5 SINA BAHADORAN, ESQ.  
Clyde & Co. US LLP  
6 1221 Brickell Avenue  
Suite 1600  
7 Miami, Florida 33131  
sina.bahadoran@clydeco.us

8  
Also present:  
9 Dustin C. Blumenthal  
Graham LippSmith  
10 Howard M. Bushman  
Vanitz Madrigal  
11 Linda Jackson  
Kellie Humphries  
12 Todd Michaels  
Michael I. Goldberg  
13 Shane Smith  
Bradford R. Sohn  
14 Joey M. Kaye  
Jon Polenberg  
15 Adam A. Schwartzbaum  
Jorge Piedra  
16 William F. "Chip" Merlin, Jr.  
Amanda K. Anderson  
17 Seth Alhadeff  
David Roendorf  
18 Jesus Suarez  
Ricardo Martinez-Cid  
19 Valerie Shea  
John Arrastie

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1 THE COURT: I want to start with  
2 Mr. Singerman. Have you had an opportunity  
3 to consult with the members of the board and  
4 respond to the Court's inquiry whether they  
5 would take the Court's suggestion and  
6 voluntarily step aside here and allow the  
7 appointment of a neutral professional  
8 receiver who can marshal these assets and  
9 take care of business?

10 MR. SINGERMAN: May it please the  
11 Court, Judge Hanzman, at the conclusion of  
12 yesterday's hearing you left me with that  
13 directive and a second one, which was to  
14 meet and confer with counsel to James River  
15 regarding the terms upon which our firm may  
16 be retained in these proceedings.

17 I have done both of the things Your  
18 Honor directed me to do, and I'll respond  
19 now in order if that's acceptable to the  
20 Court.

21 THE COURT: Perfect.

22 MR. SINGERMAN: Thank you, Your Honor.  
23 Judge, yesterday following the hearing, the  
24 association convened a meeting of its board.  
25 Every living and accounted for board member

1 was present. There was one board member who  
2 remains regrettably unaccounted for as a  
3 result of the collapse of the condominium  
4 tower.

5 The board received the advice of  
6 counsel. The board carefully considered  
7 Your Honor's comments and concerns. And the  
8 board voted unanimously to consent to the  
9 appointment of Michael Goldberg as the  
10 Court's receiver in this matter.

11 Importantly, Your Honor, the board not  
12 only made that vote but asked me to pass  
13 along to the Court and to all parties in  
14 interest the board's commitment to support  
15 Mr. Goldberg in his mission in order to  
16 maximize his efforts for the benefit of all  
17 of the victims of this tragedy.

18 I will point out to Your Honor two  
19 things: After the board took its vote, we  
20 worked with Mr. Goldberg to craft a form of  
21 proposed order that would be acceptable to  
22 Mr. Goldberg for Your Honor's consideration.

23 At 9:01 this morning we have uploaded  
24 that proposed form of order on courtMAP for  
25 Your Honor's consideration as we clearly

1 understand that the ultimate decision  
2 regarding Mr. Goldberg's appointment and the  
3 terms of the order appointing him rest with  
4 Your Honor.

5 I was going to point out, as Your  
6 Honor has already observed, the objection to  
7 punitive class reservation of rights as to  
8 appointment of receiver --

9 THE COURT: Mr. Singerman, there is no  
10 need to go into that. I appreciate  
11 Mr. Arrastia's filing to preserve his  
12 client's rights. She is not a party to  
13 these proceedings. I don't view her as  
14 someone who has standing to object to the  
15 receivership order.

16 Like I said earlier, if Ms. Manra Rara  
17 [ph] wishes to intervene, I will entertain  
18 her motion as soon as it's filed. When  
19 class certification comes up, all parties  
20 will have a fair opportunity to be heard.  
21 We don't need to deal with that further  
22 today.

23 MR. SINGERMAN: Thank you, Your Honor.

24 THE COURT: Talk to me about the  
25 second point.

1 MR. SINGERMAN: Thank you very much,  
2 Your Honor. As to the second point, I had a  
3 visit with counsel to James River. It was  
4 cooperative and collaborative.

5 After the board voted, Your Honor, to  
6 consent to the appointment of Mr. Goldberg,  
7 I thought it more appropriate, Your Honor,  
8 uncertain of what role, if any, our firm  
9 would have in this proceeding after  
10 Mr. Goldberg's appointment, to await Your  
11 Honor's determination as to the appointment  
12 of receiver and Mr. Goldberg and permit  
13 Mr. Goldberg to make his decisions regarding  
14 his intentions for forward counsel and if  
15 our firm is to be involved for Mr. Goldberg  
16 to let Mr. Goldberg involve himself in the  
17 discussions with counsel to James River as  
18 well.

19 THE COURT: Okay. Let me make a  
20 couple of comments in response to that,  
21 Mr. Singerman.

22 First of all, the Court greatly  
23 appreciates the sage advice that you have  
24 provided your counsel. That doesn't come as  
25 a surprise at all to this Court, given its

1 familiarity with your expertise and your  
2 wisdom and your effectiveness as counsel in  
3 these difficult cases.

4 The Court also wants to commend the  
5 board, as I said yesterday, there can be no  
6 doubt in the Court's mind or any reasonable  
7 mind that these individuals who are -- who  
8 were unit owners here and served on the  
9 board are in a tremendously difficult time,  
10 a tremendously stressful time, and I commend  
11 all of them for having the wisdom and the  
12 insight to realize that it was time to step  
13 aside and let an independent party with no  
14 stake in the proceedings, either emotionally  
15 or financially, step in and take care of  
16 business.

17 So the Court greatly appreciates their  
18 willingness to do that. It shows to me a  
19 great level of maturity and insight in very  
20 difficult times and it is very appreciated.

21 So I am going to appoint Mr. Goldberg  
22 as the receiver over the condominium  
23 association. I will take a look at your  
24 proposed order when we get off the hearing.  
25 Maybe I will tweak it maybe I won't. It



1 will be issued immediately.

2 Now, has Mr. Goldberg joined us this  
3 morning?

4 MR. GOLDBERG: Yes, Your Honor, I'm on  
5 this call.

6 THE COURT: Okay. Very good. So  
7 Mr. Goldberg, I don't need to tell you what  
8 to do. You are the most preeminent  
9 experienced receiver in this community, if  
10 not throughout the country. So I'm  
11 certainly not going to tell you to do the  
12 job. But there are a couple of things I  
13 want to address.

14 MR. GOLDBERG: Yes, sir.

15 THE COURT: First of all, aside from  
16 the \$48 million of insurance proceeds, it  
17 looks to me that the only other possible  
18 sources of recovery here are the real  
19 estate, which must be extremely valuable. I  
20 don't know whether there is debt on it or  
21 not, but I want you to investigate that  
22 immediately.

23 I want you -- obviously we're not  
24 listing the real estate, but I want you to  
25 consult with professionals and try to find

1 out for the Court the estimated fair market  
2 value of the real estate. Okay?

3 MR. GOLDBERG: Yes, Your Honor.

4 THE COURT: Then at some point to  
5 compensate these victims, we're going to  
6 have to list that real estate when it's  
7 appropriate and try to get the highest and  
8 best offer for the land value. Okay? I  
9 want you to start on that immediately.

10 MR. GOLDBERG: Yes, sir.

11 THE COURT: The second thing I want to  
12 talk to you and all the parties about, the  
13 Court is inclined, subject to hearing from  
14 the parties, to authorize the receiver to  
15 make temporary payments, assistance payments  
16 to those people that have to secure  
17 alternate housing and those people who have  
18 needs, end-of-life needs, for their loved  
19 ones.

20 The Court is considering giving the  
21 receiver the discretion to make advance  
22 payments to those unit owners who are  
23 required to relocate now up to \$5,000 and  
24 advance payments to families of missing or  
25 deceased individuals for up to \$2,000

1            additionally for end-of-life arrangements.

2            Those would obviously be advances  
3            against any recovery that would be realized  
4            by these individuals either in this case or  
5            otherwise.

6            And it would be need based. In other  
7            words, I would ask the receiver to meet with  
8            these people. You know, if people are of  
9            substantial means, wealthy individuals and  
10          do not need the funds to relocate, the  
11          receiver would have discretion to take that  
12          into account.

13          If they are people that need these  
14          funds and are having a hardship, the  
15          receiver would also be authorized to take  
16          that into account and award the amounts as  
17          advances that the Court has specified.

18          I don't want these people audited.  
19          I'm not looking for forensic examination of  
20          punitive class members. I'm just looking  
21          for a phone conversation to determine if  
22          they have a need and then the receiver to  
23          exercise his discretion promptly to help  
24          these people with assistance payments.

25          Now, having put that out there, let me

1 hear from the parties and let me hear if  
2 there is any objection to the proposal.

3 MR. TROPIN: Judge, speaking for my  
4 clients, absolutely none. I thought  
5 yesterday's hearing was a big step forward  
6 in the appointment of Mr. Goldberg and  
7 hopefully his retention of Mr. Singerman,  
8 both of whom we have worked with in previous  
9 cases and whom we have talked to about this  
10 case. It was a big step forward.

11 We certainly have no objection to  
12 providing emergency funds the way you  
13 described. So I think it's a very positive  
14 development. We agree.

15 THE COURT: Thank you, Mr. Tropin.

16 Having heard no objection, I'm going  
17 to ask --

18 MR. MCKEE: Your Honor, Robert McKee.  
19 We certainly appreciate the attention that  
20 the Court has made on this. I would only  
21 ask that those that need -- that have a need  
22 for relocation, I don't know that \$5,000 is  
23 the first, last and security. I'm just  
24 wondering if it could be 10,000.

25 THE COURT: I have no problem with

1 giving the receiver the discretion to award  
2 up to that amount.

3 On the one hand, the Court wants to  
4 assist people. We need to assist people.  
5 On the other hand, there are other people  
6 that are going to have claims. So whatever  
7 common funds is realized here and I don't  
8 want it depleted to any large extent.

9 It seems to me that at least the first  
10 \$2 million layer that has been tendered,  
11 commendably by the primary carrier, could be  
12 used in part for that purpose.

13 I'm going to leave it -- I will up the  
14 amount for possible assistance payments to  
15 10,000 for family, Mr. Goldberg, and the  
16 additional 2,000 for those families that are  
17 in the need-of-life assistance.

18 I'm going to give you the discretion.  
19 It doesn't have to be \$10,000. If there are  
20 people that have means and really only need  
21 5 or really only need 3, you exercise your  
22 discretion and do what is appropriate.

23 Now, Mr. Goldberg, I assume -- do you  
24 intend to hire the Berger Singerman firm to  
25 represent the receiver in this matter?

1 MR. GOLDBERG: I do, Your Honor. As  
2 Your Honor stated, Mr. Singerman and I have  
3 worked together. He has an excellent  
4 expertise in this area and the wisdom and  
5 counsel. He has represented me in other  
6 cases. I do intend to use his services.

7 THE COURT: Good. I will approve that  
8 appointment. You can either -- don't put it  
9 in the receivership order because I don't  
10 want to delay that. Go ahead and put that  
11 in a separate order. And I will approve the  
12 Berger Singerman's appointment as counsel  
13 for the receiver.

14 And you are charged -- you are  
15 appointed as of this minute. Although I  
16 have not yet entered the written order. I  
17 will enter the order promptly as soon as we  
18 get off this hearing.

19 I want you to immediately provide  
20 notice to the victims of this tragedy that  
21 there are assistance payments that have been  
22 approved by the Court and are available and  
23 are free to contact your office. Make sure  
24 you have staff members that are ready to  
25 talk to them immediately and make your

1 decisions.

2 Now, commendably again, I just  
3 received the letter from Mr. Bahadoran on  
4 behalf of his client James River Insurance  
5 Company. I want to again thank them for  
6 stepping up to the plate immediately without  
7 causing any controversy or litigation for  
8 this Court. It is greatly appreciated.

9 Have those funds now been tendered and  
10 are they in the possession of counsel for  
11 the receiver, the Berger Singerman firm?

12 MR. BAHADORAN: Your Honor, thank you  
13 very much for those kind comments.

14 I spoke to counsel for Philadelphia  
15 Ms. Shea yesterday. We both agree that if  
16 it's acceptable to the Court, what we would  
17 endeavor to do is deposit those funds in  
18 whatever account this Court feels  
19 comfortable with.

20 We're so happy that there is going to  
21 be a receiver involved now. We look very  
22 much forward to working with Mr. Goldberg's  
23 office.

24 So we would deposit \$3 million into  
25 the account within 11 calendar days of

1 today, if that's acceptable to Your Honor.

2 And on the second point regarding  
3 defense counsel, we will be announcing  
4 counsel hopefully have an engagement in  
5 place today.

6 THE COURT: Well, your insured is the  
7 association, which is now Mr. Goldberg,  
8 right? Are you suggesting you are going to  
9 reach an arrangement with the Berger  
10 Singerman firm to --

11 MR. BAHADORAN: Your Honor, before we  
12 were introduced to Mr. Singerman's office  
13 yesterday, we had been interviewing defense  
14 firms.

15 As Your Honor might imagine, this is  
16 going to be a very, very significant  
17 expensive piece of litigation. Discussions  
18 need to be had regarding rates, the scope of  
19 that representation.

20 THE COURT: I understand that,  
21 Mr. Bahadoran, but it seems to be a bit  
22 wasteful to bring in another lawyer when the  
23 receiver is now represented by in the  
24 Court's view the most competent firm there  
25 is to handle these matters.



1           Maybe what you could do, instead of  
2 bringing in another lawyer, which to me  
3 would be a complete waste of money, is maybe  
4 whatever you are going to contribute to  
5 defense costs, you could pay a portion of  
6 Mr. Singerman's rate at the hourly rate you  
7 would pay some other lawyer, right, and  
8 contribute that way, so we don't have  
9 unnecessary duplicative counsel because your  
10 insured is now the receiver.

11           The receiver's expenses, litigation  
12 expenses, the receiver has elected to hire  
13 Berger Singerman.

14           I know you have the right -- I don't  
15 know because I haven't read the policy yet,  
16 but I presume you have to right as a legal  
17 right to bring in separate counsel.

18           It seems to be a waste of resources  
19 when we can take those same funds and just  
20 make a contribution towards Mr. Singerman's  
21 hourly rate and then we don't have any  
22 duplication of efforts.

23           So I would like you to consider that,  
24 please. I don't think we need more lawyers  
25 representing the insurer.

1 MR. BAHADORAN: That's a very  
2 reasonable proposal, Your Honor. And the  
3 only thing I would just ask in that spirit  
4 is that, you know, a partnership with us,  
5 we're happy to hear anything in terms of  
6 rates, the course of the representation,  
7 et cetera.

8 What I will do is, I will speak to my  
9 client immediately after the hearing and  
10 report back to Mr. Goldberg and  
11 Mr. Singerman so we can work out an  
12 arrangement.

13 There may be other carriers too, Your  
14 Honor, that also have a defense obligation.  
15 We won't hold up the process. We will give  
16 our thumbs up today and then we will work  
17 with those other carriers so they can  
18 participate.

19 THE COURT: It seems to me to be the  
20 prudent way for the carriers who may have a  
21 defense obligation to simply contribute  
22 towards Berger Singerman defense costs on  
23 behalf of the receiver, which is now the  
24 insured, as opposed to having each carrier  
25 bring in counsel. It just seems to be a

1 misuse of funds available.

2 Like I said yesterday, I want to try  
3 to keep all expenses of defense costs and  
4 other things to a minimum so as to maximize  
5 whatever common fund might eventually be  
6 available for these victims.

7 I again appreciate you speaking to  
8 your client about that and seeing if you can  
9 work out an arrangement with Mr. Goldberg  
10 and Mr. Singerman to simply contribute  
11 toward the Berger Singerman defense costs as  
12 opposed to bringing in another lawyer to  
13 represent the receiver, which would be  
14 completely duplicative. Okay?

15 MR. BAHADORAN: We will, Your Honor.

16 THE COURT: I appreciate that. Again,  
17 please convey to your client how much the  
18 Court appreciates their stepping up to the  
19 plate. You are the first one to do so.

20 MR. BAHADORAN: We will.

21 THE COURT: Having taken care of that,  
22 I want to turn to class counsel for just a  
23 minute.

24 The Court entered last night the  
25 preservation order. I made some revisions.

1       There should now be a reservation order in  
2       place.

3               I expect class counsel to make sure  
4       that any parties that may have materials  
5       that are reasonably calculated to lead to  
6       admissible evidence to circulate that order  
7       and make sure it is in the hands of anybody  
8       who may have possession of what might turn  
9       out to be relevant evidence here.

10              I also direct lead counsel to have  
11       their organizational meetings. I want to  
12       say something to the various plaintiffs'  
13       lawyers in this case and I want you to hear  
14       me loud and clear.

15              Over my 25 years handling these types  
16       of cases, I was involved in many  
17       negotiations and discussions over leadership  
18       structure. I know they can be contentious  
19       and they can be difficult.

20              But this is not the time for acrimony.  
21       It is not the time for litigation over  
22       structure.

23              I want you all to look at this case --  
24       I understand, believe me, I have lived in  
25       this world. I understand that these cases

1 are expensive. I understand they are risky.  
2 I understand that time and effort has to be  
3 devoted and lawyers deserve to be  
4 compensated.

5 But I want you all to look at this  
6 case in part to be a public service. I want  
7 you, just like the insurance carriers have  
8 done thus far and just like Mr. Singerman  
9 and his clients have done thus far, I want  
10 you to exercise restraint here. I want you  
11 to cooperate and avoid as much litigation  
12 and contention as possible.

13 I am hoping, earnestly hoping, that  
14 there will be a leadership schedule of those  
15 that would be acceptable to the Court and  
16 this matter does not have to be contentious  
17 and litigated.

18 So I want you all, like others have  
19 done thus far, to show the community who is  
20 watching this case what members of the bar  
21 are capable of doing for the common good of  
22 people who have had their lives tragically  
23 derailed. Okay?

24 I am going to ask Mr. Tropin, who I  
25 have great confidence in and who has

1 appeared before me many times and is an  
2 experienced class action lawyer, to take the  
3 lead on these organizational negotiations.

4 That doesn't mean Mr. Tropin has to be  
5 one of lead counsel. I'm not suggesting  
6 that. Maybe he will. Maybe he will not.  
7 I'm not suggesting that at all.

8 I do want to have a point person to  
9 coordinate the serious negotiations, which  
10 I'm sure are going to transpire over the  
11 next ten days pursuant to my order.

12 And I want you to work tirelessly to  
13 come up with an agreed upon and  
14 noncontroversial leadership structure for  
15 this case.

16 Do I have everybody's understanding  
17 there?

18 MR. TROPIN: Yes, Your Honor.

19 THE COURT: Okay. So Mr. Tropin, you  
20 corral the interested parties. There are --  
21 I have looked at the list of people who have  
22 filed these class cases. They are the best  
23 of the best and they have considerable  
24 experience in these type of cases.

25 And I have great confidence that

1       you-all can agree upon a leadership  
2       structure, divide the work and have  
3       everybody make a meaningful contribution to  
4       this case. That's what I'm looking forward  
5       to.

6               Now, so you know, this case is going  
7       to move at a rapid pace. So if you agree to  
8       be lead counsel in this case or colead or  
9       liaison or you agree to take assignments in  
10      this case, you better staff it up and be  
11      ready to go because I'm not going to be  
12      entertaining significant motions for  
13      enlargement of time.

14              I'm going to be dealing with class  
15      certification in approximately 60 days. I  
16      don't know whether this will be a B2  
17      mandatory class or whether it will be an  
18      opt-out class.

19              I look forward to your views on  
20      briefing on this. There are obviously  
21      limited sources of funding. I don't know if  
22      there are third-party claims, but if there  
23      are they need to be investigated quickly and  
24      brought because I'm not going to let this  
25      case drag out.

1           We need to gather whatever common fund  
2           is available and get it into the hands of  
3           the victims of this tragedy as soon as  
4           feasible.

5           I expect with your cooperation to be  
6           wrapped up within 12 months. Okay? I don't  
7           know if there will have to be issues tried.  
8           If there are we will all make time and get  
9           to it.

10          So if you agree to take on this role,  
11          do so with your eyes wide open and realize  
12          this is going to require substantial work  
13          over a very, very short period of time.

14          Everybody understand that?

15          MR. TROPIN: Yes, Your Honor.

16          THE COURT: All right. So Mr. Tropin,  
17          you get these excellent lawyers. You-all  
18          get on Zoom or get in meetings and do  
19          whatever you need to do. You have 10 days  
20          to try to negotiate an agreed upon  
21          leadership structure subject to my approval.

22          If you can't, you have five days after  
23          that under my written order to submit lead  
24          counsel motions for proposed structures. I  
25          will rule on it immediately.



1 I expect class certification motions  
2 to be filed under the rule as soon as  
3 practicable, which I view as no more than 60  
4 days. Okay?

5 MR. TROPIN: Thank you, Judge. We  
6 will get it done.

7 THE COURT: Now, is there anything  
8 else that anybody wants to take up this  
9 morning before we adjourn? I'm going to set  
10 another hearing for next week.

11 We're going to have weekly hearings in  
12 this case at least so I can be brought up to  
13 status on all developments vis-a-vis  
14 insurance, assistance payments and the like.

15 For today does anybody have anything  
16 else they would like to discuss?  
17 Plaintiffs?

18 MR. SCAROLA: Your Honor, this is Jack  
19 Scarola co-counsel on behalf of Raysa  
20 Rodriguez.

21 In conducting a review of potentially  
22 available insurance proceeds with regard to  
23 this matter yesterday, there was no mention  
24 made of individual property damage coverage.

25 Can we accurately assume that it is

1 not the Court's intention to impose any  
2 restriction on individuals who were  
3 separately insured from receiving the  
4 proceeds of whatever policies they may have  
5 secured for themselves?

6 THE COURT: That's absolutely correct,  
7 Mr. Scarola, I appreciate you bringing up  
8 that point.

9 The Court understands that people who  
10 owned units in this building may have  
11 individual insurance policies that insure  
12 them for contents and other personal  
13 belongings.

14 And people are free to make claims and  
15 deal with their insurers without  
16 interference from these proceedings.

17 MR. SCAROLA: Thank you very much,  
18 Your Honor.

19 THE COURT: Anything else that the  
20 plaintiffs wish to address before we adjourn  
21 this hearing?

22 MR. McKEE: Your Honor, Robert McKee.  
23 With the speed that thankfully the Court has  
24 indicated it wants to proceed, there appears  
25 to be a potential significant possible

1       defendant, a neighboring building, who if  
2       potentially liable would have some  
3       significant assets and insurance.

4               I would just like to reach out to  
5       plaintiff and now defense counsel who have  
6       obligations to spread that risk if we can  
7       look intensively at the documents that exist  
8       when that building was under construction.

9               Based on what I have heard from the  
10       press and what I have heard from my client,  
11       it may have had a significant aspect in this  
12       collapse.

13              THE COURT: Mr. McKee, one thing I'm  
14       very confident of is, once we have a  
15       leadership structure with the fine lawyers  
16       that are going to be involved in this case,  
17       you included, I have no doubt that every  
18       possible third-party claim that is viable  
19       will be fully investigated.

20              Now, I don't want the Court's time and  
21       money being wasted on dubious claims. I'm  
22       not suggesting this one is. There may very  
23       well may be things that were done with  
24       neighboring properties that may have  
25       impacted the foundation here and may have

1           been a contributing cause of this tragedy.

2           I'm not suggesting otherwise.

3                     I want you to be targeted and focused  
4           on claims that are viable and not a stretch.  
5           Okay?

6                     I have the upmost confidence that once  
7           a leadership structure is imposed here that  
8           the lawyers who are going to be in those  
9           leadership roles will properly staff and  
10          investigate all potential third-party  
11          claims.

12                    It seems to me we have approximately  
13          \$50 million of insurance coverage. I have  
14          to believe that that land has substantial  
15          value, which may bring another 30, 40, 50  
16          million, who knows, into the possible common  
17          fund here.

18                    Then, of course, we have third-party  
19          claims. Third-party claims are an important  
20          thing that needs to be investigated. And I  
21          have no doubt that the leadership structure  
22          of this case will do so with diligence and  
23          confidence. Okay?

24                    MR. McKEE: Yes, sir.

25                    THE COURT: All right. Anything the

1 defense wants to bring up or any insurers  
2 want to discuss while we have everybody on  
3 line here this morning?

4 MR. SINGERMAN: Your Honor, for the  
5 association, very briefly, I'm sure that the  
6 members of the board of the association will  
7 take comfort from the comments about the  
8 board and its execution of its duties.

9 And for Berger Singerman and me, I  
10 thank you, Your Honor, for your kind and  
11 generous remarks about our team. Thank you,  
12 Judge.

13 THE COURT: I know it's a very  
14 stressful time, people. Like I said at the  
15 beginning of this hearing, the Court greatly  
16 appreciates the insight they have shown and  
17 the maturity they have shown, recognizing it  
18 is time to step aside and put this in the  
19 hands of professionals who deal with this on  
20 a regular basis, meaning you and  
21 Mr. Goldberg.

22 Okay? All right. I'm going to go  
23 ahead and set a hearing for next Wednesday.  
24 I will give you-all notice of the time. We  
25 will --

1           I think what I'm going to do at some  
2 point in this case is we're going to start  
3 having live hearings. I think it's  
4 important to do that. It's sometimes  
5 difficult for the public to appear by Zoom.

6           So what I'm probably going to do next  
7 week or so is start having a weekly status  
8 hearing in the courthouse. Counsel from out  
9 of state that are participating are not  
10 going to be required to travel unless they  
11 want to. They will be allowed to attend by  
12 Zoom.

13           I think starting next week I will  
14 start bringing you into the courthouse so we  
15 can have a more personal touch to these  
16 hearings. Okay? I will give you the date  
17 and time shortly.

18           Okay. Let me go issue the  
19 receivership order and take care of other  
20 business.

21           Who is going to take the lead?  
22 Mr. Singerman, Mr. Goldberg, will you-all  
23 take the lead for me in drafting the  
24 assistance order because I would like to get  
25 that done this morning?

1 MR. SINGERMAN: Yes, Your Honor.

2 THE COURT: There is no need for  
3 circulation and losing any time with a lot  
4 of lawyer review. My ruling is on the  
5 record. Put it in an order and send it to  
6 me. If I have any problem with it, I will  
7 tweak it, if not, I will enter it this  
8 morning. I want the assistance order up  
9 before noon. Okay?

10 MR. SINGERMAN: Yes, sir, Your Honor.

11 THE COURT: Everybody have a nice day.

12 (Hearing concluded at 9:33 a.m.)

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HEARING CERTIFICATE

I, Carol Hill Weng, FPR, RMR, CRR, CMRS, CRI, CPE, certify that I was authorized and did stenographically report the foregoing proceedings and that this transcript is a true record of the proceedings before the Court.

I further certify that I am not a relative, employee, attorney, or counsel for any of the parties nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this July 2, 2021.



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Carol Hill Weng, FPR, RMR, CRR



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FLORIDA RULES OF CIVIL PROCEDURE

Rule 1.310

(e) Witness Review. If the testimony is transcribed, the transcript shall be furnished to the witness for examination and shall be read to or by the witness unless the examination and reading are waived by the witness and by the parties. Any changes in form or substance that the witness wants to make shall be listed in writing by the officer with a statement of the reasons given by the witness for making the changes. The changes shall be attached to the transcript. It shall then be signed by the witness unless the parties waived the signing or the witness is ill, cannot be found, or refuses to sign. If the transcript is not signed by the witness within a reasonable time after it is furnished to the witness, the officer shall sign the transcript and state on the transcript the waiver, illness, absence of the witness, or refusal to sign with any reasons given therefor. The deposition may then be used as fully as though signed unless the court holds that the reasons given for the refusal to sign require rejection of

the deposition wholly or partly, on motion under  
rule 1.330(d)(4).

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ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.  
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,  
2019. PLEASE REFER TO THE APPLICABLE STATE RULES  
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

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