

1 IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
2 IN AND FOR MIAMI-DADE COUNTY, FLORIDA

3 CIRCUIT CIVIL DIVISION

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

5 MANUEL DREZNER,

6 Plaintiff,

7 -vs-

8 CHAMPLAIN TOWERS SOUTH  
9 CONDOMINIUM ASSOCIATION, INC.,

10 Defendant.  
\_\_\_\_\_ /

11 CASE NUMBER: 2021-015206-CA-01 (43)

12 STEVE ROSENTHAL,

13 Plaintiff,

14 -vs-

15 CHAMPLAIN TOWERS SOUTH  
16 CONDOMINIUM ASSOCIATION, INC.,

17 Defendant.  
\_\_\_\_\_ /

18 CASE NUMBER: 2021-015298-CA-01 (44)

19 RAYSA RODRIGUEZ,

20 Plaintiff,

21 -vs-

22 CHAMPLAIN TOWERS SOUTH  
23 CONDOMINIUM ASSOCIATION, INC.,

24 Defendant.  
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CASE NUMBER: 2021-015521-CA-01 (43)  
STEVEN ROSENBERG, et al.,  
Plaintiff,  
-vs-  
CHAMPLAIN TOWERS SOUTH  
CONDOMINIUM ASSOCIATION, INC., et al.,  
Defendant.  
\_\_\_\_\_ /

Location of Court:  
Miami-Dade County Courthouse  
73 West Flagler Street  
Room 416  
Miami, Florida 33130  
Wednesday, July 7, 2021  
9:00 a.m. - 10:00 a.m.

The above entitled case came on for Hearing  
Before the Honorable Michael A. Hanzman, one of  
The Judges of the above-styled Court, via Live  
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:  
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:  
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:  
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:  
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

YECHZKEL RODAL, Esquire,  
Of the Law Offices of  
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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:  
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

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8 All four cases:  
9 2021-015089-CA-01 (43)  
10 2021-015206-CA-01 (43)  
11 2021-015298-CA-01 (44)  
12 2021-015521-CA-01 (43)

13 On behalf of the Defendant, Champlain Towers Condominium  
14 Association,

15 Appearing:  
16 PAUL STEVEN SINGERMAN, Esquire,  
17 Of the Law Offices of  
18 BERGER SINGERMAN, LLP  
19 1450 Brickell Avenue  
20 Suite 1900  
21 Miami, Florida 33131  
22 singerman@bergersingerman.com

23 On behalf of the Defendant, Champlain Towers Condominium  
24 Association,

25 Appearing:  
26 MARK A. BOYLE, Esquire,  
27 Of the Law Offices of  
28 BOYLE, LEONARD & ANDERSON, P.A.  
29 9111 West College Pointe Drive  
30 Fort Myers, Florida 33919  
31 mboyle@insurance-counsel.com

1 On behalf of the James River Insurance Company,

2 Appearing:

3 SINA BAHADORAN, Esquire,

Of the Law Offices of

4 CLYDE & CO. US LLP

1221 Brickell Avenue

5 Suite 1600

Miami, Florida 33131

6 sina.bahadoran@clydeco.us

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P R O C E E D I N G S

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THE COURT: Have a seat, please. Thank you.

Is there any way to fix this screen?

All right. Good morning, everybody. The Court will now call the matter of Drezner versus Champlain Towers South Condominium Association, Case Number 21-15089 along with the matters of Rosenberg versus Champlain Towers, Case Number 21-15521, Rosenthal versus Champlain Towers, Case Number 21-15206, Rodriguez versus Champlain Towers Case Number 21-15298, and any related matters that the Court has not yet been aware of that have been filed.

Can I please have appearances of counsel, starting with the Drezner matter.

MR. PIEDRA: Good morning, Your Honor. Jorge Piedra, Tal Lifshitz, Eric Kay, and I believe Mr. Tropin and Mr. Lopez should be on the Zoom call on behalf of plaintiffs along with Brad Sohn and Mr. Graham LippSmith, who would also be on the Zoom call on behalf of the plaintiffs.

THE COURT: Very good.

And for the defense in the Drezner matter?

MR. SINGERMAN: Good morning, Your Honor. May it please the Court, I'm Paul Singerman from Berger

1 Singerman. With me in court today is my law partner  
2 Jordi Guso. We're general counsel to the  
3 court-appointed receiver Mr. Michael I. Goldberg.  
4 And for the record, Your Honor, Mr. Goldberg is  
5 present in the courtroom.

6 THE COURT: Very good.

7 MR. GOLDBERG: Good morning, Your Honor.

8 THE COURT: Thank you.

9 Any other appearances for the defense?

10 Hearing none, let's move on to the Rosenberg  
11 case. Can I have appearance of counsel for  
12 plaintiff in the Rosenberg case.

13 MR. GOODMAN: Good morning, Your Honor.

14 THE COURT: Good morning, Counsel.

15 MR. GOODMAN: Good morning, Your Honor.

16 Jeffrey Goodman on behalf of the Rosenberg  
17 plaintiffs. Participating on the Zoom should be my  
18 law partner, Bob Mongeluzzi, as well as our  
19 co-counsel, Chezky Rodal.

20 THE COURT: Very good. Thank you.

21 Any other appearances for the plaintiffs?

22 For the defense?

23 MR. SINGERMAN: Good morning once again, Your  
24 Honor. I'm Paul Singerman from Berger Singerman,  
25 and along with my law partner Jordi Guso, we're



1 counsel to Michael I. Goldberg, who's Your Honor's  
2 court-appointed receiver. Mr. Goldberg is present,  
3 and with Your Honor's permission, I'd like your  
4 permission to enter that same appearance for all the  
5 cases.

6 THE COURT: Granted. Thank you.

7 MR. SINGERMAN: Thank you, Your Honor.

8 THE COURT: Let me call Rosenthal versus  
9 Champlain.

10 MR. RASKAS: Your Honor, good morning. Aron  
11 Raskas from the Gunster law firm on behalf of the  
12 Morabito Consultants. And I'm also joined by my  
13 colleague David Wells.

14 THE COURT: Very good. Thank you, Counsel.

15 Any other appearances in the Rosenberg matter?

16 Hearing none, let me proceed to the Rosenthal  
17 matter, 21-15206. Appearances of Counsel for  
18 plaintiff, please.

19 MR. McKEE: Your Honor, Robert McKee, with  
20 co-counsel David Brill on behalf of the plaintiff.

21 THE COURT: Very good. Thank you.

22 Any other appearances for the plaintiffs?

23 All right. Mr. Singerman, I'll note your  
24 appearance for the defendant.

25 Let me proceed to Rodriguez versus Champlain

1 Towers, Case 21-15298. Can I have appearances of  
2 plaintiff, please.

3 MR. MOSKOWITZ: Good morning, Your Honor. Adam  
4 Moskowitz from the Moskowitz law firm. I have Joey  
5 Kaye with me from my office. We have Alex Gomez  
6 from Stuart Grossman's firm with us and we have Chip  
7 Merlin from the Merlin Law Group.

8 THE COURT: Very good. Thank you very much.  
9 For the defense?

10 MR. VITALE: Your Honor, David Vitale for the  
11 plaintiff Rodriguez from the Searcy Denney law firm  
12 and my other colleagues should be on Zoom.

13 THE COURT: Very good. I have them on Zoom.  
14 Thank you.

15 Okay. Any other appearances for the plaintiffs  
16 in Rodriguez?

17 For the defense, please.

18 MR. SINGERMAN: Your Honor, good morning.

19 THE COURT: Mr. Singerman, I note your  
20 appearance for the defendant.

21 MR. SINGERMAN: Thank you, Your Honor.

22 THE COURT: Okay. Very good. Do I now have  
23 all appearances, or would anybody in any  
24 related tag-along cases like to make an appearance  
25 this morning?

1 MR. MARTINEZ: Good morning, Your Honor.  
2 Ricardo Martinez Cid, along with my partners, Lea  
3 Bucciero and Aaron Podhurst should be on the Zoom.  
4 We are in a related matter filed yesterday. It's  
5 Cohen -- the Cohen case that has not been -- I do  
6 not believe yet signed.

7 THE COURT: Very good. Thank you.

8 Any other counsel wish to make appearances?

9 MR. SILVA: Good morning, Your Honor. Jorge  
10 Silva on behalf of several plaintiffs, the Lozanos  
11 and Plasencias, Jenkins, but I won't list them all  
12 for Your Honor right now. And I believe my partner  
13 Carlos Silva is on the Zoom as well as my partner  
14 Paul Lane here to my right.

15 THE COURT: Okay. Mr. Silva, have those  
16 clients brought cases or have they just retained you  
17 for this matter without getting a formal filing?

18 MR. SILVA: The answer is I believe both. I  
19 believe several of the lawsuits were filed by my law  
20 firm last evening, but I can't confirm if it was  
21 before or after 5:00. But the short answer is  
22 they've all retained our firm and lawsuits have been  
23 drafted and I believe filed. But I can confirm for  
24 Your Honor.

25 THE COURT: Very good. Thank you very much.

1 MR. PINO: Your Honor --

2 THE COURT: Counsel?

3 MR. PINO: Good morning, Your Honor. Ralph  
4 Pino on behalf of Maria Bonnefoy, Claudio Bonnefoy  
5 and the estate of Simon Segal. We have filed the  
6 lawsuits at this time, Your Honor.

7 THE COURT: Okay. What's the name of that  
8 case? Who's the lead plaintiff?

9 MR. PINO: The plaintiffs would be Maria and  
10 Claudio Bonnefoy.

11 THE COURT: All right. And where has the case  
12 been filed, Counsel?

13 MR. PINO: In this district.

14 THE COURT: Do you have a case number yet?

15 MR. PINO: I do not, Your Honor.

16 THE COURT: Okay. Thank you very much.

17 MR. RUIZ: Your Honor, good morning. May it  
18 please the Court, John H. Ruiz on behalf of Rosa Ana  
19 Quesada, along with Mr. Dorta. Late yesterday, we  
20 filed a limited fund class action. We have a  
21 reference number and no case number. We filed this  
22 in writing to Judge Bailey and yourself to make sure  
23 that the case gets transferred, and I would assume  
24 that that's what's going to happen. And that's the  
25 pending aspect of that case.

1 THE COURT: Very good. Mr. Dorta, you're  
2 appearing as well?

3 MR. DORTA: May it please the Court, Gonzalo  
4 Dorta on behalf of Quesada.

5 THE COURT: Very good. Thank you.

6 Any other counsel wish to note their appearance  
7 before we begin?

8 MR. PITA: Yes, Judge. Skip Pita for Alex  
9 Anton, personal representative for the loss of his  
10 mother. That's been filed. And also one other case  
11 that has not been filed yet.

12 THE COURT: Very good. Thank you.

13 MR. MINER: Good morning, Your Honor. Curtis  
14 Miner.

15 Also here is my law partner, Patrick Montoya,  
16 on behalf of Gonzalo and Maria Torres. This is an  
17 unfiled case that we're waiting to file in  
18 anticipation of these consolidated cases before Your  
19 Honor.

20 THE COURT: Very good.

21 MS. FURST: Good morning, Your Honor. Rachel  
22 Furst, Grossman Roth Yaffa Cohen, along with my law  
23 partner Alex Arteaga-Gomez and Stuart Grossman, who  
24 should be on the Zoom on behalf of Anita Altman,  
25 who's a plaintiff executor and Dr. Alan Altman,

1 plaintiff also.

2 THE COURT: He's on the Zoom enjoying a cup of  
3 coffee at his leisure someplace other than this  
4 courtroom, while you are here, Ms. Furst, doing  
5 that.

6 MS. FURST: As usual. Thank you.

7 THE COURT: Okay. All right.

8 MR. WOLFE: Good morning, Your Honor. Richard  
9 Wolfe. I'm here together with Marwan Porter and  
10 Camille Miller. We represent Resny Guara and Eric  
11 Mora, unfiled cases which will be filed shortly.

12 THE COURT: All right. Any other appearances?  
13 Very good. So is our Chief Judge Sayfie here  
14 this morning? I don't see her yet, so I'll hold off  
15 on my remarks there.

16 Okay. So I would first -- we have a lot to  
17 accomplish today, ladies and gentlemen. So I want  
18 to first pick up where I left off -- oh, there she  
19 is. Now I can go to my comments.

20 Okay. So having now accepted appearances, and  
21 before we get down to business, the Court just  
22 wishes to take a moment to introduce and express its  
23 gratitude to our new chief judge of the Eleventh  
24 Judicial Circuit, the Honorable Nushin Sayfie, who  
25 is here with us this morning to show her support.

1           Judge Sayfie -- Chief Judge Sayfie was sworn in  
2           just last week, July 1st, and she -- she entered  
3           into the proverbial baptism of fire, and she gave  
4           her undivided attention to these matters in these  
5           tragic cases to ensure that our circuit marshals all  
6           the necessary resources to address them with  
7           dispatch. And but for her efforts, we would not  
8           have this coordinated effort and we would not have  
9           been involved in these cases as we are now.

10           So the Court greatly appreciates her assistance  
11           and the sage counsel she has provided the Court thus  
12           far and thanks our new chief judge for being here  
13           this morning to show her support and the support of  
14           the Eleventh Circuit Court system. So I wanted to  
15           do that before we get down to business and just show  
16           my appreciation to our new chief judge, who I know  
17           we all expect great things from in the coming years.

18           All right. So now what I would like to do is  
19           pick up where we left off yesterday. As I pointed  
20           out yesterday, and to no one's surprise, many of our  
21           most experienced and talented class action and tort  
22           lawyers have appeared in these cases and -- as well  
23           as taken on representation of other clients, and  
24           that is very comforting to the Court because I know,  
25           without any doubt, that the victims of this tragedy

1 will be zealously and competently represented and  
2 that no viable claim will be abandoned or resolved  
3 for less than its true value.

4 And it gives me great comfort to look around  
5 this courtroom and Zoom to see the finest members of  
6 our bar as well as outstanding members from the bars  
7 of other jurisdictions that have handled these types  
8 of cases.

9 But as I said in an earlier hearing, this case  
10 is not business as usual. Our community has been  
11 devastated by the loss suffered here and entire  
12 families have perished while in the comfort of their  
13 homes. There are no words to describe how awful  
14 this case is, and it is not going to be treated as  
15 business as usual.

16 So it's important to this Court to put together  
17 a leadership structure quickly so that all possible  
18 claims are investigated and, if viable, pursued.

19 Given the highly unusual circumstances of this  
20 case and the impact it has on our community, the  
21 Court is -- suggested or asked counsel to consider  
22 accepting a leadership role in this case on somewhat  
23 of a pro bono basis with absolutely no assurance of  
24 payment or legal entitlement to any fees what  
25 soever. The Court would, however, have the right



1 and the discretion to avoid reasonable compensation  
2 based upon results achieved. And that means  
3 counsels' hourly rates are a portion of that.

4 Counsel who accept this proposal and agree to  
5 undertake this representation would not in any way  
6 be compensated for any contingent risk multipliers,  
7 percentage fees, or other profit that would eat into  
8 the receivership estate. So any lawyer who agrees  
9 to this representation would have their  
10 out-of-the-pocket costs covered by the receivership  
11 estate, but their time would be completely at risk  
12 with absolutely no assurance of payment whatsoever  
13 and no legal right to payment.

14 Now, last night, my receiver, who I'll address  
15 in a few minutes, sent me a report from Law 360  
16 where one of the plaintiff lawyers in this case,  
17 Mr. Tropin, expressed his agreement to proceed on  
18 this basis and he and his team have committed to do  
19 so. So that's a great start, and I commend them for  
20 that.

21 So at this point the Court wants to know which  
22 other counsel in this case or which team of counsel  
23 are willing to proceed on the terms expressed by the  
24 Court, recognizing that there will be no large  
25 profit and no one is going to get enriched on this

1 case.

2 So let me hear from counsel, and you all tell  
3 me which teams are ready to proceed in a leadership  
4 role on that basis.

5 Okay.

6 MR. McKEE: May it please the Court. Should we  
7 approach the podium so we can --

8 THE COURT: Yeah. I think that's a good idea.  
9 Approach the podium, please note your appearance,  
10 and let me know if -- what your position is.

11 MR. MCKEE: Your Honor, Robert McKee and  
12 co-counsel David Brill, the McKee Law Group and  
13 Brill Rinaldi Law Firm would agree to that goal of  
14 pro bono representation.

15 THE COURT: It's not a goal, Mr. McKee, and  
16 it's not a negotiation. Either you're going agree  
17 to the terms specified by the Court -- all I want to  
18 hear is whether you agree or you don't agree to  
19 those terms. I'm not here to negotiate with  
20 counsel.

21 MR. McKEE: Judge, some facts arose last night  
22 that need to be brought to the Court. And my  
23 co-counsel and I have begun heavy research on  
24 whether the Florida Bar could even allow such a  
25 relationship, and so we began that process. And as

1 we did, we reached out to our clients and our  
2 prospective clients, and we learned that a meeting  
3 happened yesterday without notice to us -- and I  
4 think that any other plaintiff's lawyer -- between  
5 the association's receiver, his lead counsel, the  
6 mayor -- or the vice mayor of Surfside, a state  
7 senator, ombudsman, and an insurance  
8 representative -- no plaintiffs counsel invited --  
9 talking to the victims.

10 THE COURT: Counsel, people have a right to  
11 meet. They have a right to confer. I'm not  
12 interested in the backstory here.

13 The fee structure that Court has proposed is  
14 very simple. Counsel would agree to accept whatever  
15 reasonable fee this Court deems appropriate,  
16 recognizing and relinquishing the right to ask for  
17 any contingency fee multipliers, percentage of fund  
18 fees, or anything of that nature. There's  
19 nothing -- there's nothing the least bit problematic  
20 about it and counsel is free -- you know, contracts  
21 are voluntary and representations are never coerced.  
22 So either that arrangement is acceptable to you or  
23 not.

24 Now, as far as meetings and things, if people  
25 have done things that are inappropriate or violated

1 bar rules by solicitation or things of that nature,  
2 we will have plenty of time in this case to take  
3 those matters up, and I will take them up. But now  
4 is not the time.

5 MR. McKEE: My concern is ex-parte contact  
6 should not be happening. Perhaps guidance must be  
7 given in this pro bono world.

8 THE COURT: Okay. Well, that -- that has not  
9 been noticed today. I'm not going to start taking  
10 evidence about what meetings may or may not happen.  
11 Like I said, we have plenty of time for that as we  
12 can proceed along. And I expect lawyers to know  
13 their bar obligations and to know what they can and  
14 cannot do consistent with bar rules. And if those  
15 rules have been violated and it's brought to the  
16 Court's attention, we will address it at the  
17 appropriate time, Mr. McKee. And I thank you for  
18 raising it, but now is not the time.

19 MR. McKEE: Mr. Brill and I are agreeable to  
20 pro bono so as long as the bar allows it.

21 THE COURT: Very good. Thank you, sir.

22 MR. SINGERMAN: Your Honor, may I be heard?

23 THE COURT: Yes, Mr. Singerman.

24 MR. SINGERMAN: Thank you, Your Honor. Paul  
25 Singerman for Mr. Goldberg the receiver.

1 I hope and trust that Mr. McKee did not offer  
2 those comments in any form of innuendo about the  
3 appropriate contact of the receiver or our firm as  
4 his counsel. The State of Florida condominium  
5 association ombudsman reached out to Mr. Goldberg  
6 and asked him to appear, and he, in turn, asked me  
7 to join him in order to provide the victims of this  
8 tragedy with the assurances regarding the receiver's  
9 qualifications, his commitment to maximizing the  
10 recovery for the victims in this case and our  
11 commitment as his counsel to do the same. No legal  
12 advice was given by Mr. Goldberg or me as his  
13 counsel. And any suggestion of innuendo --

14 THE COURT: Okay. Well, I did not --  
15 Mr. Singerman, I did not take it that way. And I  
16 have charged the receiver with meeting with these  
17 people and getting them assistance payments and  
18 counseling them immediately.

19 So to the extent he is doing that, he is  
20 following this Court's charge. And he's not only  
21 authorized to do it, he is directed to do it,  
22 because I want those assistance payments, which  
23 we'll discuss later in this hearing, to go out;  
24 okay?

25 MR. SINGERMAN: Thank you very much, Your

1 Honor.

2 THE COURT: I have no doubt that Mr. Goldberg  
3 and you who, as I will discuss later, are among the  
4 finest receiver/counsel in this country are aware of  
5 their obligations and are fulfilling them dutifully  
6 and ethically.

7 MR. SINGERMAN: Thank you, Your Honor.

8 THE COURT: Zero doubt.

9 MR. SINGERMAN: Thank you very much, Your  
10 Honor.

11 THE COURT: Okay. Counselor?

12 MR. SOHN: Good morning, Your Honor. Brad Sohn  
13 on behalf of the Drezner plaintiffs. I wanted to  
14 make sure that Mr. Tropin has an opportunity to  
15 speak formally for us on the record about this  
16 issue, but --

17 THE COURT: Very good.

18 MR. SOHN: -- having said that and turning over  
19 the floor to him --

20 THE COURT: Are the people on Zoom able to  
21 speak? Are you all muted?

22 They all seem to be muted. They're all  
23 admitted. Okay. Can somebody assist me here? Is  
24 there any expert? Do we have somebody -- I'm going  
25 to allow participants to unmute themselves.

1           You guys can't unmute yourselves? Well, that's  
2           the problem when you try to do these hybrid  
3           hearings, you know. They just may not work out.

4           Christine, can you come try to give me a hand  
5           here.

6           All right. Well, in the meantime, let me hear  
7           from the counsel that are here, as each team is  
8           represented live by somebody.

9           So, Mr. Sohn, what you would like to tell me?

10          MR. SOHN: Your Honor, what you brought out  
11          yesterday in concept is something that we had all  
12          been, I think, discussing and feel in support of and  
13          this is just -- this is why we're lawyers, to do a  
14          case like this. So if empowered to work for  
15          everybody, we intend to do exactly that, work as  
16          hard as we can.

17          THE COURT: Fine. Thank you, Mr. Sohn. I  
18          appreciate it.

19          Counselor.

20          MR. GOODMAN: Yes, Your Honor. Jeffrey  
21          Goodman. I'm counsel for plaintiff in the Rosenberg  
22          case as well as several unfiled cases. On behalf of  
23          myself, my law partner, Bob Mongeluzzi and our law  
24          firm, we would be happy to participate in the  
25          arrangement as Your Honor described and would seek

1 leadership position within that structure.

2 THE COURT: Thank you, Counsel. Mr. Silva.

3 MR. SILVA: Thank you, Your Honor, for giving  
4 us this opportunity. Our firm as well would be more  
5 than honored to represent all of these individuals.

6 The only concern that I have is that there are  
7 109 people as far as I know that are still  
8 unaccounted for, whose families have not retained  
9 counsel. My concern is that they should have a  
10 voice here, and I think I speak on behalf of  
11 probably the Court and everybody else that they need  
12 to have a voice. So I can unequivocally respond on  
13 behalf of my firm and my existing clients that all  
14 property damage claims -- because as the Court  
15 knows, there are many other types of cases.

16 There's the wrongful death cases in which we  
17 will be seeking compensation from third parties.

18 THE COURT: Well, let me address that,  
19 Mr. Silva. My proposal assumes that these  
20 matters -- these cases are subject to  
21 certification -- I have not ruled on that,  
22 obviously -- and involved cases that would be  
23 certified as classes, possibly mandatory classes by  
24 this Court. As we all know, there's going to be  
25 limited funds available to compensate these victims.



1 Now, this may or may not be appropriate for (b)(2)  
2 mandatory class certification, and if it is, those  
3 people who have claims, including personal injury  
4 claims, would be bound by the results of this case,  
5 and these would be court ordered.

6 If -- just to be clear, if either this case is  
7 not susceptible to class certification or it is, but  
8 people have a right to opt out and do so, whatever  
9 their private arrangements are with their counsel is  
10 none of this Court's concern. I am only addressing  
11 fees to be earned in what will eventually be  
12 certified cases, if they are certified, and if  
13 people either are not given the ability to opt out  
14 or opt out; okay?

15 Mr. SILVA: Thank you, Your Honor, for that  
16 clarification.

17 THE COURT: So if at the end of the day either  
18 the cases are not certified, because they're not  
19 amenable to certification, or they're certified and  
20 somebody opts out and agrees to go their own route  
21 with their own lawyer, their fee arrangements with  
22 their lawyers are not my concern. I'm proposing  
23 what the fee structure will be for certified classes  
24 and lawyers who receive compensation through the  
25 class mechanism; okay?

1 MR. SILVA: Sure. And in that regard, Your  
2 Honor, we, unequivocally, on behalf of Silva & Silva  
3 and our clients, would graciously do this as  
4 prescribed by the Court.

5 THE COURT: Thank you, Mr. Silva.

6 Mr. Ruiz.

7 MR. RUIZ: Your Honor. Good morning again.  
8 May it please the Court.

9 Your Honor, I want to make this clear before I  
10 make the statement that I'm going to make  
11 afterwards. Our firm will waive any fee at any  
12 point in time. It doesn't matter whether it's class  
13 fees or other fees that ultimately the Court would  
14 want to provide to counsel.

15 I can only speak for myself. I don't think  
16 it's fair for me to involve my co-counsel, because  
17 at some point in time Mr. Dorta would have a right  
18 to potentially claim that. Because of that -- and I  
19 spoke to Mr. Goldberg before -- our firm is going to  
20 donate \$1 million to the receivership so that that  
21 could be distributed, no strings attached to  
22 anything. We will do so as soon as Mr. Goldberg  
23 provides us with wiring instructions.

24 But I want to make sure that it's very clear on  
25 the record. I'm not expecting anything at all.

1 Happy to help. I think the Court may know that we  
2 have a very large data structure. I think that the  
3 lawyering is superb. Obviously, the cream of the  
4 crop here. But I think we do have systems at MSP  
5 that can manage the large information that's going  
6 to come, and we have HIPAA-compliant security  
7 systems.

8 So I think as a law firm and as a lawyer,  
9 that's the best way that I think that we could help  
10 out. We've worked with a lot of the lawyers here  
11 already. We do a lot of cases with them in other  
12 jurisdictions as well, and in the Chalk's case,  
13 which was a limited fund case, I filed it as such,  
14 and I know that Ricardo was involved in that, as  
15 well as Mr. Martinez Cid, Mr. Dorta, along with  
16 myself, that case panned out very similarly to this.  
17 It was a \$51 million policy that was tendered and  
18 then it was basically the survivors, and, quite  
19 frankly, a lot of the litigation ended up in probate  
20 court.

21 THE COURT: Mr. Ruiz, the Court greatly  
22 appreciates both your agreement to waive any fees in  
23 this matter and your generous donation. That's a  
24 bit outside the ambit of these proceedings, but I'm  
25 sure the victims appreciate it and the receiver

1 appreciates it, and those funds will be put to good  
2 use.

3 MR. RUIZ: I just want to make sure I feel  
4 comfortable with the Court managing the funds and  
5 therefore will make provisions with Mr. Goldberg to  
6 do that.

7 THE COURT: Thank you, Mr. Ruiz. Much  
8 appreciated.

9 Mr. Dorta.

10 MR. DORTA: May it please the Court, Gonzalo  
11 Dorta. I'm with the -- with the Court's permission,  
12 I would like to labor here before the Court on a pro  
13 bono basis, whatever conditions you set.

14 THE COURT: Thank you, Mr. Dorta.

15 MR. MINER: Good morning, Your Honor. Curtis  
16 Miner and Patrick Montoya from the law firm of  
17 Colson Hicks Eidson. The law firm of Colson Hicks  
18 Eidson is 100 percent behind and supports your  
19 proposal. We have already advised our individual  
20 clients that we will waive any attorney fees.

21 THE COURT: Thank you, Counsel.

22 MR. PORTER: Good morning, Your Honor. Marwan  
23 Porter along with Richard Wolfe and Camille Miller.  
24 My team and I would be honored to act in a  
25 leadership role. I'm currently on the steering

1 committee for hernia mesh and recently we were on  
2 the team of attorneys that resolved the Las Vegas  
3 Route 91 cases, which have very similar facts and --  
4 very catastrophic. And we understand the logistics  
5 of being able to organize a group of attorneys and  
6 manage a group of attorneys and their clients. So  
7 we would be happy to assist.

8 THE COURT: Thank you, Counsel.

9 MR. VITALE: Good morning, Your Honor. David  
10 Vitale in the Rodriguez case on behalf of the Searcy  
11 Denney law firm. We agree.

12 THE COURT: Thank you, Counsel.

13 MR. PITA: Judge, Skip Pita, we would be  
14 honored to serve on the leadership team on a pro  
15 bono basis. We've done similar things before in the  
16 Shuckers Deck collapse. For example, we were lead  
17 counsel there. We did so on a pro bono basis.

18 THE COURT: Thank you, Mr. Pita. Your  
19 willingness to do so is much appreciated by the  
20 Court.

21 Counsel?

22 MR. MARTINEZ: Good morning, Your Honor.  
23 Ricardo Martinez Cid, Lea Bucciero and Aaron  
24 Podhurst on Zoom. We would be honored to serve in  
25 whatever capacity the Court allows us to, and we

1 want to thank the Court for this effort. In having  
2 been appointed to serve on the Supreme Court's pro  
3 bono advisory committee, I can assure the Court that  
4 I personally and the firm, in our over-50-year  
5 history, is always happy to serve our community  
6 whenever we can. Thank you.

7 THE COURT: Thank you. Mr. Moskowitz.

8 MR. MOSKOWITZ: Good afternoon, Your Honor.  
9 I'm speaking on behalf of my firm, Jack Scarola and  
10 Chris Searcy, Stuart Grossman and the members of his  
11 firm, and Chip Merlin.

12 I could tell you the answer to your question I  
13 answered last Friday. I was at the site because a  
14 lot of our friends and family were there, and I saw  
15 the dump trucks and I saw the Israeli army people  
16 there. And I happened to have a conversation with  
17 Mr. Goldberg, and it was moving, very moving, and I  
18 thought it was like Joe Locci. And I'm the  
19 number one Jewish person in the world who likes Joe  
20 Locci. And I said this is 9/11 in our backyard, and  
21 what we need to get this done is is we need someone  
22 like Michael Hanzman. Thank God he's a state court  
23 judge who's got to get in the complex. We need  
24 Michael Goldberg.

25 We just fortunately got affirmed, our FP&L

1 class action case after three and a half years by  
2 the Fourth DCA. They said you could have a single  
3 mass disaster tort liability trial, which is  
4 precedent setting. It's one of the first in  
5 Florida. It's been affirmed by the Fourth DCA. I  
6 have copies of it. It's 25 pages long, and it gives  
7 us a great --

8 THE COURT: I think we did that in Engle and  
9 some other cases, right, where you have a liability  
10 class-wide determination and individual damage  
11 trials to the extent necessary. That's not  
12 particularly unusual, is it?

13 MR. MOSKOWITZ: It's the one since Engle. And  
14 Engle said it's got to be unique circumstances, and  
15 in many cases since Engle --

16 THE COURT: Mr. Moskowitz, we're going to have  
17 plenty of time to discuss these interesting issues  
18 down the road. So I take it from what you're saying  
19 is your team is on board with the Court's proposal.

20 MR. MOSKOWITZ: Absolutely, Your Honor.

21 THE COURT: Much appreciated.

22 MR. MOSKOWITZ: Thank you.

23 Okay. Anybody else wish to be heard on this?

24 Have we fixed our Zoom problem yet or no?

25 THE ASSISTANT: I think so.

1 THE COURT: It says we are muted.

2 Mr. Grossman is holding up a note, like a  
3 hostage note, okay, that they're still muted, and  
4 they cannot get off mute. And I apologize for that,  
5 but I'm not the technology person here, so you all  
6 may just have to rely upon your team on the ground.

7 (A discussion was held off the record.)

8 THE COURT: Okay. So have you all, pursuant to  
9 my prior order, had a chance to have some  
10 negotiations and see if there's any possibility on  
11 an agreed leadership structure here? As I discussed  
12 before, it looks to the Court -- and again, I want  
13 to make clear I'm not prejudging anything. But it  
14 looks to the Court that we have a possible global  
15 punitive class of all condominium owners who have  
16 lost property and then we may have a subclass of  
17 people who, in addition to losing their property,  
18 have lost loved ones and have personal injury and  
19 death claims.

20 Now, to a large extent, the interest of those  
21 two classes are going to be aligned because it is in  
22 the best interest of both classes to bring whatever  
23 claims are viable and secure as much recovery as  
24 possible for distribution. But as I pointed out at  
25 one of our earlier hearings, after that occurs,



1       there may very well be allocation issues that need  
2       to be addressed between those who own only property  
3       and have only property claims and were fortunate  
4       enough to survive this -- this catastrophe and those  
5       unfortunate families who lost loved ones.

6               So it appears to the Court that the leadership  
7       structure I'm contemplating, subject to hearing from  
8       you, would be a leadership structure over the global  
9       class as well with the leadership structure over a  
10      subclass of people who have personal injury claims  
11      in addition to the property claims.

12             So I asked you all to explore that, determine  
13      whether or not there were potential conflicts and  
14      have some discussions informally to see if the  
15      lawyers could come up with the proposed leadership  
16      structure for the Court's consideration. So let me  
17      hear from you where you are in that process. I do  
18      not want to hear about any of the offers -- I don't  
19      want any of the backstories. I don't want any of  
20      the negotiations. I don't want to hear who's done  
21      what to who or who's offered who to what. The only  
22      thing I want to know is what are the status of your  
23      discussions and whether or not there are any  
24      proposals for the Court's consideration yet.

25             Counsel.

1 MR. LIFSHITZ: Your Honor, Tal Lifshitz with  
2 Kozyak Tropin and Throckmorton. I suspect that  
3 Mr. Tropin might be holding up one of those hostage  
4 notes.

5 THE COURT: I'm sure he's desperately trying to  
6 scream through the computer and be heard. We're  
7 doing our best here, but we have to move it along.

8 MR. LIFSHITZ: Well, I'll do my best to try to  
9 fill his shoes.

10 THE COURT: All right.

11 MR. LIFSHITZ: You tasked Mr. Tropin on Friday  
12 with reaching out to all of the plaintiff lawyers to  
13 try to comply with your order discussing the meeting  
14 from a process to try to come up with a structure.

15 Mr. Tropin has taken that very seriously. He  
16 and I have since reached out to all of the  
17 plaintiffs lawyers that had filed cases. We  
18 immediately compiled a list of everybody that was  
19 involved. We invited them to speak to us -- to tell  
20 us about their interest and their role in the  
21 leadership, particularly whether they were  
22 interested in the personal injury track or the  
23 property damage track that you noted in your order.  
24 And we have had conversations with each of the  
25 plaintiff firms in each of those five filed cases.

1 We understand everybody's strengths. We understand  
2 everybody's interests, and we're making a lot of  
3 progress. Many times we've spoken to them on more  
4 than one occasion.

5 We've also spoken to a number of lawyers who  
6 haven't filed cases yet. Some of them are here  
7 today. Some of them you know very well. Rick  
8 Martinez Cid from the Potter firm, we've spoken to.

9 THE COURT: Well, I made it very clear in one  
10 of our earlier hearings that I was interested in a  
11 proposal involving any lawyer who represents a  
12 punitive class member, whether it's a filed case or  
13 not. There's no bonus for filing the first case.  
14 The Court's only interest is putting together the  
15 strongest, most competent and effective leadership  
16 structure regardless of whether it's counsel from  
17 the first filed case, any subsequent case, or  
18 counsel for any punitive class members that have yet  
19 to file a case. It makes no difference to me. And  
20 I want you to talk to and consider all of them.

21 MR. LIFSHITZ: We heard that loud and clear,  
22 Judge. And we have done that and we will continue  
23 to do that. We have learned of some new cases that  
24 were filed last evening. We're going to reach out  
25 to those lawyers as well.

1 THE COURT: Okay. So how long -- since I want  
2 to move this along, I had given you all ten days.  
3 That may have been a little bit optimistic, given  
4 the number of lawyers that are involved and the  
5 competing interests that have to be addressed.

6 How long do you think you need to either come  
7 up with a proposed leadership structure for my  
8 consideration by consensus, which I would hope you  
9 all could do or tell me that you're at an impasse  
10 and file motions for lead counsel appointments and  
11 let the Court just simply decide the structure? How  
12 long do you all need?

13 MR. LIFSHITZ: Judge, based on your order, as  
14 of now, I believe that Monday was our deadline. I  
15 don't think that that's too optimistic, but I do  
16 want to give this our best shot, and I am hopeful  
17 that we can come up --

18 THE COURT: If you can't come up with it, let  
19 me -- if you're still in your discussions and  
20 negotiations come Monday and you think a little more  
21 time would be productive, you just let me know and I  
22 will extend the time. Of course I am interested in  
23 exploring -- or you exploring all avenues for  
24 consensus and a proposed leadership structure that  
25 everybody can agree to in a division of labor so as

1 to make this case efficient and effective.

2 At the end of the day, if the lawyers  
3 themselves cannot agree upon a proposed leadership  
4 structure that the Court finds acceptable, I'll have  
5 to have you file your motions, and then I will  
6 appoint counsel, based upon my review of the motions  
7 and my decision as to who's best to handle what  
8 roles in this case; okay?

9 MR. LIFSHITZ: Understood, Judge.

10 THE COURT: I'll give you at least until  
11 Monday. And if you tell me Monday that we're having  
12 productive discussions, we will need a little more  
13 time, I'm glad to give you that. But I do want to  
14 move this along. And until there's a leadership  
15 structure in place and -- a consolidated amended  
16 pleading is filed, we really can't go too far. So  
17 try to wrap it up by Monday. But again, if you need  
18 more time and you're making progress, I'm going to  
19 give you the time that you need.

20 MR. LIFSHITZ: We will do that, Judge. Thank  
21 you.

22 THE COURT: Okay. Very good.

23 MR. LIFSHITZ: The message has been relayed to  
24 me by Mr. Tropin, he would like until Wednesday. I  
25 think that's consistent with what you just said,

1 but --

2 THE COURT: Well, I'll wait to hear from you  
3 Wednesday; okay? Very good.

4 Mr. Silva.

5 MR. SILVA: Your Honor, I think I personally  
6 have spoken with four or five of the lawyers in this  
7 room, and I think I speak for everyone and everyone  
8 is in agreement with having a leadership role to one  
9 extent or another. I believe it has to do,  
10 respectfully, with skill set.

11 Borrowing from a page of Judge Bailey in the  
12 FIU catastrophe in which we took the lead, there is  
13 so many lawyers here that want to help, but I think  
14 it's going to all depend on the Court's  
15 consideration of experience because I'm sure that  
16 every single lawyer in this room wants to play --  
17 standing up here, willing to do it pro bono, wants  
18 to play an integral role in helping these families  
19 in this community. The issue is going to be in me  
20 speaking with lawyers who's going to do what. And I  
21 think that might be the impasse. I'm not being  
22 pessimistic. I'm being realistic.

23 THE COURT: Well, Mr. Silva, I understand.

24 Look, here's the reality in this case. And the  
25 lawyers are going to either accept now or accept it

1 later. There are only going to be so many viable  
2 claims that can be pursued in this case. I made it  
3 very clear at the last hearing that I do not want  
4 this case bogged down with dubious claims and Hail  
5 Marys; okay?

6 There are going to be so many viable claims. I  
7 want the lawyers to be targeted and effective, and I  
8 don't want them -- like I said, you know, throwing  
9 desperation passes; okay?

10 Unless a defendant has engaged in conduct  
11 within the relevant statute of limitations that were  
12 posed, that can be said to have contributed to this  
13 disaster, then claims should not be brought, period.  
14 And it may very well be that we're going to be  
15 limited to certain insurance. We have the value of  
16 the property, and I'm hoping that there are viable  
17 third-party claims that may be able to contribute to  
18 compensating these victims for the loss.

19 But the likelihood is that there will never be  
20 sufficient -- first of all, there's not a sufficient  
21 amount of money in the world that can compensate for  
22 this; okay?

23 MR. SILVA: Okay.

24 THE COURT: But there certainly is not going to  
25 be a sufficient amount of money available from

1 insurance, the real estate, and third-party claims  
2 to come anywhere close to fully compensating these  
3 victims for the -- for the tragic decimation of  
4 their lives that this event has caused. And I'm not  
5 under the illusion that there will be and neither  
6 should you.

7 So the Court's goal here is to put together an  
8 effective leadership team that can marshal whatever  
9 assets there are most efficiently, most skillfully,  
10 and most effectively. And I have no doubt looking  
11 around this room and looking around this Zoom  
12 hearing that there is a pool of lawyers here that  
13 are more than capable of doing that.

14 MR. SILVA: Agreed.

15 THE COURT: And it's not mutually exclusive.  
16 It's not because somebody got leadership, somebody  
17 else wasn't good enough. Everybody's good enough.  
18 I've got the best of the bar here. But not  
19 everybody can have a leadership role. And the  
20 faster you all realize that and try to reach some  
21 consensus, the faster we can move this along in  
22 trying to get these victims some compensation.

23 MR. SILVA: That's exactly my point, Your  
24 Honor. So again, I propose that we set up a Zoom  
25 call --



1 THE COURT: I'm not getting into the weeds here  
2 today. I want you -- I asked Mr. Tropin to  
3 coordinate this effort. I want you to cooperate  
4 with him. I'm obviously familiar with all of your  
5 firms, including yours. I know your level of skill  
6 and competence. I've got the best of the best here.

7 But like I said, this has to be organized and  
8 you can't have too many chefs in the kitchen; okay?  
9 I need a leadership team that I can rely upon that  
10 can call the shots. And if you guys can't agree on  
11 one that can call the shots and divvy up work so we  
12 can use the resources of all these talented  
13 lawyers -- everybody's welcome to the effort.

14 MR. SILVA: Okay.

15 THE COURT: And I assume that whoever's  
16 appointed leadership will draw upon the extreme  
17 talent and skills of those in this room to assist  
18 and assign tasks to. But there can only be so many  
19 chefs in the kitchen. And if you guys don't agree  
20 who those chefs are going to be, I'm going to  
21 appoint them, and it's going to be quick.

22 MR. SILVA: Thank you, Your Honor.

23 THE COURT: So you talk to Mr. Tropin and you  
24 talk to the other lawyers and see if you can come up  
25 with a proposal. Because I highly doubt that if you

1 all come up with a proposal as to who's going to  
2 lead this case -- I highly doubt that it will not  
3 meet the satisfaction of this Court; okay?

4 MR. SILVA: We will work --

5 THE COURT: Work well and try to get it done.  
6 I'm counting on you.

7 MR. SILVA: Thank you, Your Honor.

8 THE COURT: Okay. All right.

9 Now, having addressed the proposed or possible  
10 class counsel, I want to turn attention a little bit  
11 to my receiver, Mr. Goldberg.

12 So first the Court again wants to extend its  
13 appreciation to Mr. Goldberg and thank him for  
14 assuming this daunting responsibility in this most  
15 important case. For those of you who have not had  
16 the pleasure of dealing with Mr. Goldberg, he is, in  
17 this Court's view, one of, if not the finest, equity  
18 receiver, not only in Florida, but nationwide.  
19 There is no better person to undertake this task,  
20 marshal assets, and look out for the interest of  
21 these victims. And the Court is most appreciative  
22 of his willingness to assume this representation and  
23 his firm's willingness to do so at reduced  
24 compensation.

25 Now, I have litigated with Mr. Goldberg over

1 years. I've been in cases where he's been the  
2 receiver, and like with counsel in this room, I am  
3 very comforted knowing that he is here and he will  
4 be working tirelessly to secure whatever recovery is  
5 available for these victims as soon as possible.

6 I also want to recognize and thank  
7 Mr. Singerman and his firm, who have also agreed to  
8 undertake this representation at reduced rates. I  
9 want to first thank Mr. Singerman, as I did before,  
10 for the wise counsel he gave his client, the Board,  
11 on the issue the Court raised as to whether it  
12 should step down and allow the appointment of a  
13 receiver so as to move this along quickly without  
14 the necessity of adversary evidentiary proceedings  
15 and get money in the hands of these victims. And I  
16 thank Mr. Singerman for providing wise counsel to  
17 his clients, and I again commend his clients who are  
18 the members of the Board for recognizing that they  
19 were not able to handle this matter and for stepping  
20 aside promptly so as to allow Mr. Goldberg to come  
21 and take care of business. So I commend him, his  
22 firm, and his clients once again.

23 Now, Mr. Goldberg, there are a few things I  
24 want to address with you. If you could come to the  
25 podium, please.

1 Good morning.

2 MR. GOLDBERG: Good morning, Your Honor.

3 THE COURT: Okay. So let's talk first about  
4 the status of locating possible coverage and making  
5 sure that all potential insurance carriers are on  
6 timely notice of these claims. When we talked last,  
7 there was approximately \$48 million of potential  
8 coverage available. Of course, I'm not -- just so  
9 the record's clear and the public knows, that is  
10 possible coverage subject to whether there was, in  
11 fact, coverage, whether there were, in fact,  
12 exclusions or defenses that could be raised by the  
13 insurers. So when I say coverage, people should not  
14 interpret it to mean money in the bank.

15 So aside from that possible coverage, have you  
16 been able to identify any other policies, whether  
17 they're claims made or occurrence that might be  
18 triggered -- and I used the word might -- as a  
19 result of this tragic incident?

20 MR. GOLDBERG: Yes, Your Honor. We have  
21 coverage counsel who is assisting us. We have sent  
22 letters out -- and I don't have the chart with me --  
23 to numerous other potential defendants and put their  
24 carriers on notice, including contractors that  
25 worked on the building that may be liable, including

1 prior policies that may also have an obligation to  
2 provide coverage. I don't have the set amounts of  
3 that. We requested the information, but we feel  
4 that there will be other policies available. We've  
5 also put other potential parties on notice, such as  
6 the neighboring building, who handled construction  
7 and literally any contractor that's touched the  
8 building that may have exposure simply to preserve  
9 rights and to -- to -- so that we could preserve  
10 rights and potential claims.

11 THE COURT: Okay. Now, when you mentioned  
12 contractors, that's been reported -- and I think I  
13 can almost take judicial notice of this. This is a  
14 40-year-old structure. So I assume most claims  
15 against people involved in the initial construction  
16 are either barred by repose period or these entities  
17 are not liable in any event.

18 So when you say "contractors," I assume you're  
19 talking about those who may have done recent work on  
20 the building?

21 MR. GOLDBERG: Within the last ten years, Your  
22 Honor, is what I understand. But I have coverage  
23 counsel who is very skilled in guiding me. I don't  
24 stand before the Court or any of the very prominent  
25 counsel in this room to in any way say that I'm an

1 expert in insurance. I've hired very competent  
2 counsel to guide me in this estate and hopefully  
3 everybody.

4 THE COURT: Very good.

5 Okay. I also asked you to look into and start  
6 exploring the value of the real estate. It's  
7 obvious to the Court that that is an extremely  
8 valuable asset that would -- at some point will have  
9 to be marshalled and used to compensate these  
10 victims.

11 Have you had any entree into the market or  
12 consultation with professionals who may have  
13 information bearing on that that you can report to  
14 the Court?

15 MR. GOLDBERG: Yes, I have preliminarily  
16 started that. I expect to have a more formal  
17 analysis completed by next week. We have -- I have  
18 spoken to my partner, Mr. Kasdin, who's very  
19 experienced, and he has contacted architects and  
20 developers. Because before you could determine the  
21 value of the land, you have to first determine what  
22 could be put on the land.

23 Thumbnail, our expectation of value of the land  
24 is somewhere between \$100- and \$130 million. It is  
25 preliminary and it is subject to change when we get

1 the formal architect reports about what can be put  
2 on the land. I will let the Court know that at  
3 least one broker has contacted us stating that they  
4 believe the value of the land is somewhere between  
5 \$100- and \$110 million. So I think --

6 THE COURT: That's good news to hear. That's  
7 higher than the Court initially anticipated and  
8 that's good news for the victims.

9 MR. GOLDBERG: It's very preliminary. It's  
10 subject to change, Your Honor. I just wanted to let  
11 the Court know --

12 THE COURT: Well, I'm not holding you to it.  
13 I'm not going to make you buy it for 110 million.

14 MR. GOLDBERG: Thank you, Your Honor.

15 THE COURT: Maybe Mr. Ruiz would like to buy  
16 it. If he added \$109 million to his contribution,  
17 he could have a piece of real estate.

18 Okay. So that's good news, and I appreciate  
19 that. And we ask you to follow up on that with  
20 dispatch.

21 MR. GOLDBERG: We will follow it with a report.

22 THE COURT: I believe the market is strong now.  
23 Particularly strong. I don't want to lose  
24 opportunities; okay.

25 MR. GOLDBERG: Absolutely, Your Honor.

1           THE COURT: There's a famous saying that some  
2 people never miss the opportunity to miss an  
3 opportunity, and I don't want to be one of those;  
4 okay? So explore it, see what it is, and tell me  
5 what your recommendations are.

6           Let's talk about assistance payment that the  
7 Court authorized. Before we do that, I want to once  
8 again, as I did before, thank and commend the James  
9 River Insurance Company and their lawyer,  
10 Mr. Bahadoran, for stepping up and tendering policy  
11 limits immediately. That company, to the best of my  
12 knowledge, did not do any investigation of possible  
13 coverage issues, possible defense issues. They  
14 immediately recognized the need for these funds.  
15 They stepped up and tendered, and the Court again  
16 thanks them for their quick resolution of this  
17 issue.

18           Now, I have authorized those funds as well as  
19 others that might be realized by the receivership  
20 estate to begin immediately making assistance  
21 payments to victims of this tragedy. So tell me  
22 where we are on that and who you've spoken to and  
23 how you've gotten the word out that these people can  
24 come see you and get immediate assistance payment  
25 without any undue burden.



1           Where are you?

2           MR. GOLDBERG: Your Honor, I have put together  
3 a website, which will go live today. It's  
4 www.ctsreceivership.com. And a letter will go out  
5 to all of the known residents using the condo  
6 association's database by e-mail. Obviously, mail  
7 is not an option. And the letter will detail --  
8 will enclose both your receivership order as well as  
9 your assistance order in asking them to contact my  
10 office. We will provide 800 telephone numbers and  
11 local telephone numbers, and it will explain that  
12 the assistance payments are available -- both the  
13 relocation assistance payment and the end of life  
14 benefit payment.

15           THE COURT: Which I have entered an order  
16 clarifying as courtesy --

17           MR. GOLDBERG: Correct.

18           THE COURT: Okay. If somebody has a real  
19 hardship and needs more, I want to give you the  
20 discretion to afford that. And, you know, I'm not  
21 -- I understand that end of life costs have gone up  
22 and if there are people that really need more  
23 assistance for end of life arrangements, I want to  
24 give you a little bit of latitude. So I'm not going  
25 to cap you at that. I'm going to give the

1 discretion to help people to the extent necessary;  
2 okay?

3 MR. GOLDBERG: Thank you, Your Honor.

4 THE COURT: All right.

5 MR. GOLDBERG: I will have the phone staffed by  
6 both an English-speaking attorney and a  
7 Spanish-speaking attorney to be able to deal with  
8 people that call. And if other languages is needed,  
9 I will find someone to handle that.

10 The Court's prior instructions were for us to  
11 not have a very stringent process, so we're going to  
12 confirm --

13 THE COURT: Yes. I made clear in my order I  
14 don't want these people audited. I don't want them  
15 subject to interrogation, long forms, or anything  
16 else. I want you to confirm that they were  
17 residents, they need the assistance, have a  
18 conversation with them, and get them their money. I  
19 do not want them burdened with due diligence; okay?

20 MR. GOLDBERG: That's exactly right. We heard  
21 you loud and clear, and that's the process which we  
22 will do.

23 Your Honor, I don't expect the insurance  
24 proceeds to actually arrive until sometime early  
25 next week. When they do arrive, we will forthwith

1 start getting checks into the hands of the victims.

2 THE COURT: Well, you take the insurance  
3 proceeds and you take Mr. Ruiz's generous  
4 contribution and whatever other funds are available  
5 from the estate. And if you have to, you're free to  
6 take a short-term loan as secured by the real estate  
7 or do whatever you need to do to get these people  
8 their assistance payments; okay?

9 MR. GOLDBERG: Thank you, Your Honor.

10 THE COURT: All right. Very good.

11 So you keep me posted on that. And please make  
12 the process as transparent and easy for these people  
13 as humanly possible; okay?

14 MR. GOLDBERG: Absolutely. And, in fact, Your  
15 Honor --

16 THE COURT: Obviously, things like this are  
17 substantive. They have to be verified. We have to  
18 make sure that they were actually people who lived  
19 and families who resided there. But short of that,  
20 I want you to get their money to them; okay?

21 MR. GOLDBERG: We understand that loud and  
22 clear. And that was actually the purpose of the  
23 meeting that was attended to last night. We were  
24 asked by the State of Florida condominium ombudsman  
25 to attend the meeting along with the state senator,

1 and it was -- the sole purpose that we were there  
2 for was to discuss the assistance that was available  
3 for the individuals.

4 I've received feedback from the victims. We  
5 also explained to them what the receivership was  
6 about and how the process would work. I can assure  
7 this Court that we told them that they should  
8 discuss things with their own lawyer. We do not  
9 provide legal advice. And outside of just simply  
10 explaining what to expect with the process, we did  
11 not discuss any legal issues with them.

12 THE COURT: Okay. Very good.

13 So thank you for informing me on that. And I  
14 also assume that you and your counsel are diligently  
15 looking at possible third-party claims that may  
16 belong to the receiver; right?

17 MR. GOLDBERG: Yes, Your Honor.

18 THE COURT: Okay. And those are under  
19 investigation?

20 MR. GOLDBERG: Yes, Your Honor.

21 THE COURT: Okay. Excellent.

22 Is there anything else that you need from the  
23 Court, either in terms of guidance, court orders, or  
24 anything else that you need at this time to carry on  
25 with your charge?

1 MR. GOLDBERG: No, your Honor. We just  
2 appreciate greatly the responsiveness of the Court  
3 when issues do arise such as over the holiday  
4 weekend at 9:30 at night and everything. We really  
5 do appreciate it. From a receiver's perspective,  
6 that is just phenomenal. Issues arise, especially  
7 in a case like this, and I know with the leadership  
8 structures in place, they will greatly appreciate  
9 the responsiveness as well.

10 THE COURT: Thank you. And we're going to have  
11 regular -- how often do you suggest we meet  
12 regularly in this case? Is this a case that we  
13 should have a standing status conference on a weekly  
14 basis just to update the Court and be on top of any  
15 development? Should we be having a weekly, like,  
16 every Wednesday morning one-hour status conference  
17 in this case?

18 MR. GOLDBERG: I think at least definitely at  
19 the initial stages -- in receivership cases and  
20 catastrophes such as this, I think communication to  
21 the victims who monitor these proceedings is so  
22 important. If they understand that there are the  
23 best of the best in the legal community which we  
24 have here today working for them, it provides  
25 comfort. And I think at least initially a weekly

1 status conference is appropriate.

2 THE COURT: Okay. So what I'm going to do is  
3 we are going to have a standing hearing at 9:00 a.m.  
4 on Wednesdays. I'll issue an order, and we will  
5 have a weekly hearing for status and any matters  
6 that the parties properly notice. I'll require  
7 three days' notice of any legal issues or motions to  
8 be argued at those hearings, but we're going to move  
9 quickly and we're going to have weekly statuses just  
10 so the Court, and more importantly, the victims, can  
11 be updated on any developments in this case and have  
12 an opportunity to be here before the Court, okay?

13 MR. GOLDBERG: Thank you, Your Honor.

14 THE COURT: So whatever communications you're  
15 using, please, on your website. Advise people that  
16 the Court will be meeting every Wednesday morning at  
17 9:00 a.m. and that as interested parties, they are  
18 invited to attend at their discretion; okay?

19 MR. GOLDBERG: Absolutely. We will keep the  
20 victims and families fully aware.

21 THE COURT: Very good.

22 MR. GOLDBERG: Thank you.

23 THE COURT: Okay. Before we wrap up this  
24 morning, I want to make something else very clear  
25 while you all are having your leadership

1 discussions.

2 As I said earlier, this Court is committed to  
3 moving this case quickly. So anybody who wants to  
4 be on this leadership team, I want you to hear me  
5 loud and clear. This case, as I said before, is not  
6 going to be treated like business as usual. So if  
7 you would decide to take on a leadership role in  
8 this case, you better be ready to devote whatever  
9 resources are required, because this is not going to  
10 be a case where this Court is going to be granting  
11 agreed motions for enlargement of time, motions to  
12 extend discovery, motions to continue hearings or  
13 any other similar-type motions. They are going to  
14 be looked on with disfavor and I'm telling you right  
15 now, they will not be granted absent exigent  
16 circumstances. So if you agree to take a leadership  
17 role in this case, you better make sure that you  
18 have the resources and staffing that are available  
19 to meet the demands in this case and do not bank on  
20 the luxury that we have in many other cases of  
21 commercial litigation of agreed enlargements of  
22 time, continuances and the other accommodations that  
23 the Court routinely makes for lawyers. That's not  
24 happening in this case. Everybody got that?

25 So if you agree to come on board, you better

1 strap in and get ready to go, because this case,  
2 like I said, is going to be moving at a rapid pace.  
3 These victims want to know what happened. They want  
4 to be compensated to the extent possible, and it is  
5 -- I am committed -- the Court is committed to  
6 getting this behind them, at least from a legal  
7 standpoint, as soon as practicable. We're not going  
8 to be delaying things. We're going to expect the  
9 consolidated pleadings to be filed shortly after a  
10 leadership is in place. We're going to have class  
11 certification as required by rule decided as soon as  
12 is practicable, and these matters are not going to  
13 be subject to any delay. We are not going to have  
14 the luxuries that we typically have in commercial  
15 litigation. So I want to put that out there so that  
16 everybody that comes into this case does so with his  
17 or her eyes wide open.

18 Now, is there anything else before we adjourn  
19 that anybody feels is necessary to bring up at this  
20 time?

21 MR. GOODMAN: Yes, Your Honor, I have one brief  
22 point, if I could just come to the podium.

23 THE COURT: Please come to the podium.

24 MR. GOODMAN: And again, Your Honor, Jeffrey  
25 Goodman for several plaintiffs. I just want to make



1 clear that with regard to the receipt of the  
2 emergency funds from the receivership that no  
3 plaintiff or punitive class member, by accepting  
4 those funds, will have been deemed -- that will not  
5 be deemed to constitute a settlement, thus that it  
6 may interfere with their rights of third-party --

7 THE COURT: Obviously not. As I said in my  
8 written order, the Court will consider at a later  
9 time whether any funds advanced should be credited  
10 against any future recovery. I don't have to  
11 address that now, but certainly it is not a waiver  
12 or relinquishment of any rights whatsoever and that  
13 is perfectly clear. I appreciate you raising that  
14 point.

15 MR. GOODMAN: Thank you, Your Honor.

16 THE COURT: Now, I want to address one or two  
17 other things -- Mr. McKee, do you have something you  
18 want to add?

19 MR. McKEE: Briefly, Your Honor. As far as the  
20 sale of the property, my client and several of my  
21 likely clients have indicated they are hoping that  
22 that could become a park, which is probably not the  
23 best commercial use and whether or not our  
24 government, the United States, the State of Florida  
25 or the county could be approached for that possible

1 purchase for that purpose.

2 THE COURT: Well, it's an interesting thought.  
3 The job of my receiver is to marshal assets and get  
4 the highest and best use for those assets in order  
5 to compensate victims. That's the role here. If  
6 other government agencies step in and take action  
7 that takes priority over this case and over the  
8 receiver, then we'll address that at the appropriate  
9 time. But for the time being, it is not this  
10 Court's role to set policy or establish parks or  
11 monuments. It is this Court's role and the role of  
12 its equity receiver to marshal assets and get as  
13 much of those assets as possible so as to compensate  
14 the victims. And it's the Court's intent to do just  
15 that unless and until some other issue comes up with  
16 some other separation of powers question that  
17 impairs that ability.

18 So Mr. Goldberg, your charge is clear; okay?

19 MR. GOLDBERG: Yes, sir.

20 THE COURT: Now, I want to talk for just a  
21 minute about your representation. Where we left off  
22 last -- I know that James River and possibly other  
23 carriers had an obligation to advance defense costs  
24 even though policies have been tendered. And when I  
25 spoke to its counsel last week, there was a

1 suggestion that they may have been hiring additional  
2 lawyers, something I frowned upon and encouraged  
3 them to consider contributing toward the Berger  
4 Singerman representation to avoid having to use  
5 estate assets for that purpose. Have you all had an  
6 opportunity to talk and have you reached an  
7 agreement on that?

8 MR. GOLDBERG: Your Honor, we're still in  
9 discussions with James River's attorney and we will  
10 expect to hopefully reach some sort of arrangement  
11 with them and possibly another carrier shortly.

12 THE COURT: Okay. Excellent.

13 MR. GOLDBERG: I'm going to alert the Court  
14 obviously at that time.

15 THE COURT: Excellent. Now, the last thing I  
16 want to comment on is the point that Mr. Scarola  
17 raised at our last hearing. There are individuals,  
18 clients of yours, punitive class members, that may  
19 have individual policies covering the contents of  
20 their units. That is not the Court's concern. They  
21 are of course free to make demand on those policies  
22 and negotiate resolutions of those policies, they're  
23 individual. They're not of a class nature and  
24 they're not under the ambit of these cases. So if  
25 your clients have insurance companies that insure

1 their contents or provided any other coverage that  
2 might be triggered here and might be a source of  
3 compensation to them, please pursue those with  
4 dispatch. Do not delay because nothing about this  
5 case is going to impact those individual policies or  
6 the clients' rights to recover under those  
7 individual content policies.

8 All right. Anything else that anybody wishes  
9 to address?

10 Mr. Pita.

11 MR. PITA: Is anyone accepting service on  
12 behalf of the condo association?

13 THE COURT: Well, the receiver is the condo  
14 association. Mr. Goldberg, I assume will accept  
15 service.

16 MR. GOLDBERG: I will accept service.

17 MR. PITA: Okay.

18 MR. GOLDBERG: You can ask to just e-mail it to  
19 me, and we will accept an e-mail.

20 MR. PITA: Perfect. Thank you.

21 THE COURT: Okay. Anything else that anybody  
22 wants to address before we adjourn? In the event of  
23 any emergencies, you know how to get in touch with  
24 my JA. You can also go through the receiver, who  
25 has my personal contact information. The Court will

1 be available to address any issues that arise. And  
2 if none arise between now and then, I look forward  
3 to seeing you all back here next Wednesday at  
4 9:00 a.m. and hopefully you have a report for me on  
5 your discussions regarding leadership structure.

6 MR. MERLIN: Your Honor, one last thing. This  
7 is Chip Merlin.

8 THE COURT: Yes, sir.

9 MR. GROSSMAN: Your Honor, can you hear us now?

10 THE COURT: I can, Mr. Grossman. I hear you.

11 Good morning. Let me hear from counsel here,  
12 and then I will let anybody who's been on Zoom  
13 patiently awaiting to have their say; okay?

14 MR. GROSSMAN: I would just like to say in the  
15 100-year history of this courthouse, there's never  
16 been a hearing like this.

17 THE COURT: And I hope there never will be  
18 another one, Mr. Grossman.

19 MR. GROSSMAN: And so do I, Judge, but it's  
20 duly noted.

21 THE COURT: Counsel.

22 MR. MERLIN: Your Honor, this is Chip Merlin,  
23 I'm working with Adam Moskowitz. I do insurance  
24 work.

25 I suggested -- and we will be meeting and

1 discussing with coverage counsel this afternoon. I  
2 believe the Court's order before with respect to the  
3 various policies and turning those over was correct,  
4 but there is one special coverage section called  
5 special assessment coverage that in a roundabout way  
6 goes to the receiver, and I think the order be  
7 somehow modified that the individual policies also  
8 go to the receiver. This is not coverage for the  
9 Coverage A, the personal property or additional  
10 living expenses the unit owner's coverage got. But  
11 in the event that the receiver does have a special  
12 assessment, there was at least \$2,000 -- at least  
13 per policy, it can be more, that then goes to the  
14 association through that coverage benefit.

15 THE COURT: Excellent. I wasn't aware of that.

16 There's coverage in the need for assessments  
17 that are not met? In other words, if the condo  
18 association had made assessments to repair part of  
19 the building and people had not complied with that,  
20 there was an insurance carrier who indemnified  
21 against that?

22 MR. MERLIN: If there's a coverage gap -- it  
23 goes to the soft costs, professional costs and  
24 catastrophes. It can also be used for liability  
25 situations if there's an uninsured situation. The

1 one thing is, unlike a property policy, which is  
2 occurrence based, the special assessments coverage  
3 is claims based. And so that with policies lapsing,  
4 I think getting that notice and getting those  
5 policies to the receiver as soon as possible in the  
6 event that they want to have a special assessment  
7 should be made as soon as possible.

8 THE COURT: Well, Mr. Merlin, I appreciate you  
9 bringing that to the Court's attention. I have no  
10 doubt, given the talent pooled that has been  
11 marshalled here, including yourself, there will be  
12 no coverage that will not be thoroughly examined and  
13 demanded if appropriate. Thank you for bringing  
14 that to my attention.

15 Okay. So my Zoom participants, who again have  
16 been patiently waiting, is there anything that you  
17 all would like to add at this time?

18 Mr. Searcy, are you trying --

19 MR. SEARCY: Can you hear me?

20 THE COURT: I can hear you, Mr. Searcy.

21 MR. SEARCY: Okay. We never got to speak up --

22 THE COURT: You know, there had to be a glitch  
23 in Zoom. Maybe it was something that was  
24 preplanned. I don't know.

25 MR. SEARCY: Myself, Jack Scarola, and Adam

1 Moskowitz on the Rodriguez case and we are in  
2 agreement as well.

3 THE COURT: Thank you, Mr. Searcy. I  
4 appreciate that and I appreciate all the firms  
5 stepping up and agreeing to take on this case  
6 without any prospect of any significant profit.  
7 That is -- that's -- that speaks -- by the way, that  
8 speaks volumes of our bar and sets an example I hope  
9 others will follow. So I commend all of you for  
10 that.

11 Anybody else on Zoom wish to be heard?

12 MR. TROPIN: Judge, thank you. We look forward  
13 to try to work out a leadership structure as you've  
14 asked us to do and we will report back.

15 THE COURT: Very good. I look forward to  
16 seeing you next Wednesday and hearing more about  
17 that.

18 The Court is now in recess. We're adjourned in  
19 the proceeding.

20 (Thereupon, the hearing was concluded at 10:00  
21 a.m.)





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	<b>8</b>		
	<b>800</b> 49:10 <b>8th</b> 65:18		

<p><b>agrees</b> 17:8 25:20  <b>al</b> 2:3,6 4:11,11,12  <b>alan</b> 13:25  <b>alert</b> 59:13  <b>alex</b> 10:5 13:8,23  <b>alhambra</b> 4:6  <b>aligned</b> 32:21  <b>allocation</b> 33:1  <b>allow</b> 18:24 22:25  43:12,20  <b>allows</b> 20:20 29:25  <b>altman</b> 13:24,25  <b>ambit</b> 27:24 59:24  <b>amenable</b> 25:19  <b>amended</b> 37:15  <b>amount</b> 39:21,25  <b>amounts</b> 45:2  <b>ana</b> 12:18  <b>analysis</b> 46:17  <b>anderson</b> 5:22  <b>anita</b> 13:24  <b>answer</b> 11:18,21  30:12  <b>answered</b> 30:13  <b>anticipated</b> 47:7  <b>anticipation</b> 13:18  <b>anton</b> 13:9  <b>anybody</b> 10:23  31:23 55:3 56:19  60:8,21 61:12  64:11  <b>apologize</b> 32:4  <b>appear</b> 21:6  <b>appearance</b> 8:11  9:4,24 10:20,24  13:6 18:9  <b>appearances</b> 7:14  8:9,21 9:15,17,22  10:1,15,23 11:8  14:12,20</p>	<p><b>appeared</b> 15:22  <b>appearing</b> 3:6,15  4:4,13 5:2,13,20  6:2 13:2  <b>appears</b> 33:6  <b>appoint</b> 37:6 41:21  <b>appointed</b> 8:3 9:2  30:2 41:16  <b>appointment</b> 43:12  <b>appointments</b>  36:10  <b>appreciate</b> 23:18  27:25 47:18 53:2,5  53:8 57:13 63:8  64:4,4  <b>appreciated</b> 28:8  29:19 31:21  <b>appreciates</b> 15:10  27:22 28:1  <b>appreciation</b> 15:16  42:13  <b>appreciative</b> 42:21  <b>approach</b> 18:7,9  <b>approached</b> 57:25  <b>appropriate</b> 19:15  20:17 21:3 25:1  54:1 58:8 63:13  <b>approximately</b>  44:7  <b>araskas</b> 5:6  <b>architect</b> 47:1  <b>architects</b> 46:19  <b>argued</b> 54:8  <b>army</b> 30:15  <b>aron</b> 5:3 9:10  <b>arose</b> 18:21  <b>arrangement</b> 19:22  23:25 59:10  <b>arrangements</b> 25:9  25:21 49:23</p>	<p><b>arrive</b> 50:24,25  <b>arteaga</b> 13:23  <b>aside</b> 43:20 44:15  <b>asked</b> 16:21 21:6,6  33:12 41:2 46:5  51:24 64:14  <b>asking</b> 49:9  <b>aspect</b> 12:25  <b>assessment</b> 62:5,12  63:6  <b>assessments</b> 62:16  62:18 63:2  <b>asset</b> 46:8  <b>assets</b> 40:9 42:20  58:3,4,12,13 59:5  <b>assign</b> 41:18  <b>assist</b> 22:23 29:7  41:17  <b>assistance</b> 15:10  21:17,22 48:6,20  48:24 49:9,12,13  49:23 50:17 51:8  52:2  <b>assistant</b> 31:25  <b>assisting</b> 44:21  <b>assn</b> 3:4,13 4:2,11  <b>association</b> 1:7,14  1:21 2:6 5:12,19  7:7 21:5 60:12,14  62:14,18  <b>association's</b> 19:5  49:6  <b>assume</b> 12:23 41:15  42:22 45:14,18  52:14 60:14  <b>assumes</b> 24:19  <b>assuming</b> 42:14  <b>assurance</b> 16:23  17:12  <b>assurances</b> 21:8</p>	<p><b>assure</b> 30:3 52:6  <b>attached</b> 26:21  <b>attend</b> 51:25 54:18  <b>attended</b> 51:23  <b>attention</b> 15:4  20:16 42:10 63:9  63:14  <b>attorney</b> 28:20  50:6,7 59:9 65:13  65:15  <b>attorneys</b> 29:2,5,6  <b>audited</b> 50:14  <b>authorized</b> 21:21  48:7,18 65:7  <b>available</b> 24:25  39:25 43:5 44:8  45:4 49:12 51:4  52:2 55:18 61:1  <b>avenue</b> 4:22 5:4,16  6:4  <b>avenues</b> 36:23  <b>avoid</b> 17:1 59:4  <b>awaiting</b> 61:13  <b>aware</b> 7:13 22:4  54:20 62:15  <b>awful</b> 16:13</p>
			<b>b</b>
			<p><b>b</b> 25:1  <b>back</b> 61:3 64:14  <b>backstories</b> 33:19  <b>backstory</b> 19:12  <b>backyard</b> 30:20  <b>bahadoran</b> 6:3  48:10  <b>bailey</b> 12:22 38:11  <b>bank</b> 44:14 55:19  <b>baptism</b> 15:3  <b>bar</b> 16:6 18:24 20:1  20:13,14,20 40:18  64:8</p>

<b>barred</b> 45:16 <b>bars</b> 16:6 <b>based</b> 17:2 36:13 37:6 63:2,3 <b>basically</b> 27:18 <b>basis</b> 16:23 17:18 18:4 28:13 29:15 29:17 53:14 <b>bearing</b> 46:13 <b>began</b> 18:25 <b>begun</b> 18:23 <b>behalf</b> 3:5,14 4:3 4:12 5:1,12,18 6:1 7:19,21 8:16 9:11 9:20 11:10 12:4,18 13:4,16,24 22:13 23:22 24:10,13 26:2 29:10 30:9 60:12 <b>believe</b> 7:17 11:6 11:12,18,19,23 36:14 38:9 47:4,22 62:2 <b>belong</b> 52:16 <b>bendesky</b> 4:17 <b>benefit</b> 49:14 62:14 <b>berger</b> 5:15 7:25 8:24 59:3 <b>bergersingerman....</b> 5:17 <b>best</b> 27:9 32:22 34:7,8 36:16 37:7 40:18 41:6,6 48:11 53:23,23 57:23 58:4 <b>better</b> 42:19 55:8 55:17,25 <b>bit</b> 19:19 27:24 36:3 42:10 49:24 <b>board</b> 31:19 43:10 43:18 55:25	<b>bob</b> 8:18 23:23 <b>bogged</b> 39:4 <b>bonnefoy</b> 12:4,4,10 <b>bono</b> 16:23 18:14 20:7,20 28:13 29:15,17 30:3 38:17 <b>bonus</b> 35:13 <b>borrowing</b> 38:11 <b>boulevard</b> 3:8,21 <b>bound</b> 25:4 <b>boyle</b> 5:21,22 <b>brad</b> 7:19 22:12 <b>brickell</b> 5:4,16 6:4 <b>brief</b> 56:21 <b>briefly</b> 57:19 <b>brill</b> 3:19,20 9:20 18:12,13 20:19 <b>brillrinaldi.com</b> 3:22 <b>bring</b> 32:22 56:19 <b>bringing</b> 63:9,13 <b>broker</b> 47:3 <b>brought</b> 11:16 18:22 20:15 23:10 39:13 <b>bucciero</b> 11:3 29:23 <b>building</b> 44:25 45:6 45:8,20 62:19 <b>burden</b> 48:25 <b>burdened</b> 50:19 <b>business</b> 14:21 15:15 16:10,15 43:21 55:6 <b>buy</b> 47:13,15	<b>call</b> 7:6,18,21 9:8 40:25 41:10,11 50:8 <b>called</b> 62:4 <b>camille</b> 14:10 28:23 <b>cap</b> 49:25 <b>capable</b> 40:13 <b>capacity</b> 29:25 <b>care</b> 43:21 <b>carlos</b> 11:13 <b>carrier</b> 59:11 62:20 <b>carriers</b> 44:5,24 58:23 <b>carry</b> 52:24 <b>case</b> 1:3,10,17 2:2 2:14 3:3,12 4:1,10 7:7,9,10,11 8:11,12 10:1 11:5 12:8,11 12:14,21,23,25 13:10,17 16:9,14 16:20,22 17:16,22 18:1 20:2 21:10 23:14,22 25:4,6 27:12,13,16 29:10 31:1 35:12,13,17 35:17,19 37:1,8 38:24 39:2,4 42:2 42:15 53:7,12,12 53:17 54:11 55:3,5 55:8,10,17,19,24 56:1,16 58:7 60:5 64:1,5 <b>cases</b> 5:8 9:5 10:24 11:16 13:18 14:11 15:5,9,22 16:8 23:22 24:15,16,20 24:22 25:12,18 27:11 29:3 31:9,15 34:17,25 35:6,23 43:1 53:19 55:20 59:24	<b>catastrophe</b> 33:4 38:12 <b>catastrophes</b> 53:20 62:24 <b>catastrophic</b> 29:4 <b>caused</b> 40:4 <b>certain</b> 39:15 <b>certainly</b> 39:24 57:11 <b>certificate</b> 65:1 <b>certification</b> 24:21 25:2,7,19 56:11 <b>certified</b> 24:23 25:12,12,18,19,23 <b>certify</b> 65:12 <b>chalk's</b> 27:12 <b>champlain</b> 1:7,14 1:21 2:5 3:4,13 4:2 4:11 5:12,18 7:6,9 7:10,11 9:9,25 <b>chance</b> 32:9 <b>change</b> 46:25 47:10 <b>charge</b> 21:20 52:25 58:18 <b>charged</b> 21:16 <b>chart</b> 44:22 <b>checks</b> 51:1 <b>chefs</b> 41:8,19,20 <b>chezky</b> 4:23 8:19 <b>chief</b> 14:13,23 15:1 15:12,16 <b>chip</b> 10:6 30:11 61:7,22 <b>chris</b> 30:10 <b>christine</b> 23:4 <b>cid</b> 11:2 27:15 29:23 35:8 <b>circuit</b> 1:1,1,2 14:24 15:5,14 <b>circumstances</b> 16:19 31:14 55:16
	<b>c</b>		
	<b>c</b> 3:2 7:1 <b>ca</b> 1:3,10,17 2:2 3:3 3:12 4:1,10 5:9,9 5:10,10		

<p><b>civil</b> 1:2</p> <p><b>claim</b> 16:2 26:18</p> <p><b>claims</b> 16:18 24:14 25:3,4 32:19,23 33:3,10,11 39:2,4,6 39:13,17 40:1 44:6 44:17 45:10,14 52:15 63:3</p> <p><b>clarification</b> 25:16</p> <p><b>clarifying</b> 49:16</p> <p><b>class</b> 12:20 15:21 25:2,7,25 26:12 31:1,10 32:15 33:9 35:12,18 42:10 56:10 57:3 59:18 59:23</p> <p><b>classes</b> 24:23,23 25:23 32:21,22</p> <p><b>claudio</b> 12:4,10</p> <p><b>clear</b> 25:6 26:9,24 32:13 35:9,21 39:3 44:9 50:13,21 51:22 54:24 55:5 57:1,13 58:18</p> <p><b>client</b> 43:10 57:20</p> <p><b>clients</b> 11:16 15:23 19:1,2 24:13 26:3 28:20 29:6 43:17 43:17,22 57:21 59:18,25 60:6</p> <p><b>close</b> 40:2</p> <p><b>clyde</b> 6:4</p> <p><b>clydeco.us</b> 6:6</p> <p><b>coerced</b> 19:21</p> <p><b>coffee</b> 14:3</p> <p><b>cohen</b> 11:5,5 13:22</p> <p><b>collapse</b> 29:16</p> <p><b>colleague</b> 9:13</p> <p><b>colleagues</b> 10:12</p> <p><b>college</b> 5:22</p>	<p><b>colson</b> 28:17,17</p> <p><b>come</b> 23:4 27:6 33:15 34:14 36:6 36:17,18,20 40:2 41:24 42:1 43:20 43:24 48:24 55:25 56:22,23</p> <p><b>comes</b> 56:16 58:15</p> <p><b>comfort</b> 16:4,12 53:25</p> <p><b>comfortable</b> 28:4</p> <p><b>comforted</b> 43:3</p> <p><b>comforting</b> 15:24</p> <p><b>coming</b> 15:17</p> <p><b>commend</b> 17:19 43:17,21 48:8 64:9</p> <p><b>comment</b> 59:16</p> <p><b>comments</b> 14:19 21:2</p> <p><b>commercial</b> 55:21 56:14 57:23</p> <p><b>commitment</b> 21:9 21:11</p> <p><b>committed</b> 17:18 55:2 56:5,5</p> <p><b>committee</b> 29:1 30:3</p> <p><b>communication</b> 53:20</p> <p><b>communications</b> 54:14</p> <p><b>community</b> 16:10 16:20 30:5 38:19 53:23</p> <p><b>companies</b> 59:25</p> <p><b>company</b> 6:1 48:9 48:11</p> <p><b>compensate</b> 24:25 39:21 46:9 58:5,13</p> <p><b>compensated</b> 17:6 56:4</p>	<p><b>compensating</b> 39:18 40:2</p> <p><b>compensation</b> 17:1 24:17 25:24 40:22 42:24 60:3</p> <p><b>competence</b> 41:6</p> <p><b>competent</b> 35:15 46:1</p> <p><b>competently</b> 16:1</p> <p><b>competing</b> 36:5</p> <p><b>compiled</b> 34:18</p> <p><b>completed</b> 46:17</p> <p><b>completely</b> 17:11</p> <p><b>complex</b> 30:23</p> <p><b>compliant</b> 27:6</p> <p><b>complied</b> 62:19</p> <p><b>comply</b> 34:13</p> <p><b>computer</b> 34:6</p> <p><b>concept</b> 23:11</p> <p><b>concern</b> 20:5 24:6 24:9 25:10,22 59:20</p> <p><b>concluded</b> 64:20</p> <p><b>conditions</b> 28:13</p> <p><b>condo</b> 3:4,13 4:2,11 49:5 60:12,13 62:17</p> <p><b>condominium</b> 1:7 1:14,21 2:6 5:12,18 7:7 21:4 32:15 51:24</p> <p><b>conduct</b> 39:10</p> <p><b>confer</b> 19:11</p> <p><b>conference</b> 53:13 53:16 54:1</p> <p><b>confirm</b> 11:20,23 50:12,16</p> <p><b>conflicts</b> 33:13</p> <p><b>connected</b> 65:15</p> <p><b>consensus</b> 36:8,24 40:21</p>	<p><b>consider</b> 16:21 35:20 57:8 59:3</p> <p><b>consideration</b> 33:16,24 36:8 38:15</p> <p><b>consistent</b> 20:14 37:25</p> <p><b>consolidated</b> 13:18 37:15 56:9</p> <p><b>constitute</b> 57:5</p> <p><b>construction</b> 45:6 45:15</p> <p><b>consultants</b> 5:1 9:12</p> <p><b>consultation</b> 46:12</p> <p><b>contact</b> 20:5 21:3 49:9 60:25</p> <p><b>contacted</b> 46:19 47:3</p> <p><b>contemplating</b> 33:7</p> <p><b>content</b> 60:7</p> <p><b>contents</b> 59:19 60:1</p> <p><b>contingency</b> 19:17</p> <p><b>contingent</b> 17:6</p> <p><b>continuances</b> 55:22</p> <p><b>continue</b> 35:22 55:12</p> <p><b>contractor</b> 45:7</p> <p><b>contractors</b> 44:24 45:12,18</p> <p><b>contracts</b> 19:20</p> <p><b>contribute</b> 39:17</p> <p><b>contributed</b> 39:12</p> <p><b>contributing</b> 59:3</p> <p><b>contribution</b> 47:16 51:4</p> <p><b>conversation</b> 30:16 50:18</p> <p><b>conversations</b> 34:24</p>
---	---	---	--

<p><b>cooperate</b> 41:3  <b>coordinate</b> 41:3  <b>coordinated</b> 15:8  <b>copies</b> 31:6  <b>coral</b> 3:9 4:7  <b>correct</b> 49:17 62:3  <b>costs</b> 17:10 49:21              58:23 62:23,23  <b>counsel</b> 7:14 8:2,11              8:14,19 9:1,14,17              9:20 11:8 12:2,12              13:6 15:11 16:21              17:4,22,22 18:2,12              18:20,23 19:5,8,10              19:14,20 21:4,11              21:13 22:4 23:7,21              24:2,9 25:9 26:14              26:16 28:21 29:8              29:12,17,21 33:25              35:16,18 36:10              37:6 42:10 43:2,10              43:16 44:21 45:23              45:25 46:2 52:14              58:25 61:11,21              62:1 65:13,15  <b>counsel.com</b> 5:23  <b>counseling</b> 21:18  <b>counselor</b> 22:11              23:19  <b>counsels</b> 17:3  <b>counting</b> 42:6  <b>country</b> 22:4  <b>county</b> 1:1 2:10              57:25 65:3  <b>course</b> 36:22 44:8              59:21  <b>court</b> 1:1 2:9,16 7:3              7:5,12,22,25 8:1,3              8:6,8,14,20 9:2,6,8              9:14,21 10:8,13,19              10:22 11:7,15,25</p>	<p>12:2,7,11,14,16,18          13:1,3,5,12,20 14:2          14:7,12,21 15:10          15:11,14,24 16:16          16:21,25 17:21,24          18:6,8,15,17,22          19:10,13,15 20:8          20:21,23 21:14          22:2,8,11,17,20          23:17 24:2,11,14          24:18,24 25:5,17          26:4,5,8,13 27:1,20          27:21,21 28:4,7,10          28:12,14,21 29:8          29:12,18,20,25          30:1,3,7,22 31:8,16          31:21 32:1,8,12,14          33:6 34:5,10 35:9          36:1,11,18 37:4,10          37:22 38:2,23          39:24 40:15 41:1          41:15,23 42:3,5,8          42:12,21 43:11          44:3 45:11,24 46:4          46:7,14 47:2,6,7,11          47:12,15,22 48:1,7          48:15 49:15,18          50:4,13 51:2,10,16          52:7,12,18,21,23          52:23 53:2,10,14          54:2,10,12,14,16          54:21,23 55:2,10          55:23 56:5,23 57:7          57:8,16 58:2,20          59:12,13,15 60:13          60:21,25 61:8,10          61:17,21 62:15          63:8,20,22 64:3,15          64:18  <b>court's</b> 20:16 21:20          25:10 28:11 30:2</p>	<p>31:19 33:16,24          35:14 38:14 40:7          42:17 50:10 58:10          58:11,14 59:20          62:2 63:9  <b>courtesy</b> 49:16  <b>courthouse</b> 2:10              61:15  <b>courtroom</b> 8:5 14:4              16:5  <b>coverage</b> 44:4,8,10              44:11,13,15,21              45:2,22 48:13 60:1              62:1,4,5,8,9,10,14              62:16,22 63:2,12  <b>covered</b> 17:10  <b>covering</b> 59:19  <b>cream</b> 27:3  <b>credited</b> 57:9  <b>crop</b> 27:4  <b>cup</b> 14:2  <b>currently</b> 28:25  <b>curtis</b> 13:13 28:15</p> <hr/> <p style="text-align: center;"><b>d</b></p> <hr/> <p><b>d</b> 7:1  <b>dade</b> 1:1 2:10 65:3  <b>damage</b> 24:14              31:10 34:23  <b>data</b> 27:2  <b>database</b> 49:6  <b>dated</b> 65:18  <b>daunting</b> 42:14  <b>david</b> 3:19,22 9:13              9:20 10:10 18:12              29:9  <b>davie</b> 3:18  <b>day</b> 25:17 37:2              65:18  <b>days</b> 36:2 54:7  <b>dca</b> 31:2,5</p>	<p><b>de</b> 3:8  <b>deadline</b> 36:14  <b>deal</b> 50:7  <b>dealing</b> 42:16  <b>death</b> 24:16 32:19  <b>decide</b> 36:11 55:7  <b>decided</b> 56:11  <b>decimation</b> 40:3  <b>decision</b> 37:7  <b>deck</b> 29:16  <b>deemed</b> 57:4,5  <b>deems</b> 19:15  <b>defendant</b> 1:9,16              1:23 2:7 5:1,12,18              9:24 10:20 39:10  <b>defendants</b> 44:23  <b>defense</b> 7:23 8:9,22              10:9,17 48:13              58:23  <b>defenses</b> 44:12  <b>definitely</b> 53:18  <b>delay</b> 56:13 60:4  <b>delaying</b> 56:8  <b>demand</b> 59:21  <b>demanded</b> 63:13  <b>demands</b> 55:19  <b>denney</b> 10:11 29:11  <b>depend</b> 38:14  <b>describe</b> 16:13  <b>described</b> 23:25  <b>desperately</b> 34:5  <b>desperation</b> 39:9  <b>detail</b> 49:7  <b>determination</b>              31:10  <b>determine</b> 33:12              46:20,21  <b>devastated</b> 16:11  <b>developers</b> 46:20  <b>development</b> 53:15</p>
---	---	---	---

<p><b>developments</b> 54:11  <b>devote</b> 55:8  <b>difference</b> 35:19  <b>diligence</b> 50:19  <b>diligently</b> 52:14  <b>directed</b> 21:21  <b>disaster</b> 31:3 39:13  <b>discovery</b> 55:12  <b>discretion</b> 17:1              49:20 50:1 54:18  <b>discuss</b> 21:23 22:3              31:17 52:2,8,11  <b>discussed</b> 32:11  <b>discussing</b> 23:12              34:13 62:1  <b>discussion</b> 32:7  <b>discussions</b> 33:14              33:23 36:19 37:12              55:1 59:9 61:5  <b>disfavor</b> 55:14  <b>dispatch</b> 15:7              47:20 60:4  <b>distributed</b> 26:21  <b>distribution</b> 32:24  <b>district</b> 12:13  <b>division</b> 1:2 36:25  <b>divvy</b> 41:11  <b>doing</b> 14:4 21:19              34:7 40:13  <b>donate</b> 26:20  <b>donation</b> 27:23  <b>dorta</b> 12:19 13:1,3              13:4 26:17 27:15              28:9,10,11,14  <b>doubt</b> 15:25 22:2,8              40:10 41:25 42:2              63:10  <b>dr</b> 13:25  <b>drafted</b> 11:23</p>	<p><b>draw</b> 41:16  <b>drezner</b> 1:4 3:4,5              7:6,15,23 22:13  <b>drive</b> 5:22  <b>dubious</b> 39:4  <b>due</b> 50:19  <b>duly</b> 61:20  <b>dump</b> 30:15  <b>dutifully</b> 22:5</p> <hr/> <p style="text-align: center;"><b>e</b></p> <p><b>e</b> 3:2,2,2 7:1,1 49:6              60:18,19  <b>earlier</b> 16:9 32:25              35:10 55:2  <b>early</b> 50:24  <b>earned</b> 25:11  <b>easy</b> 51:12  <b>eat</b> 17:7  <b>effective</b> 35:15 37:1              39:7 40:8  <b>effectively</b> 40:10  <b>efficient</b> 37:1  <b>efficiently</b> 40:9  <b>effort</b> 15:8 30:1              41:3,13  <b>efforts</b> 15:7  <b>eidson</b> 28:17,18  <b>either</b> 18:16 19:22              25:6,13,17 36:6              38:25 45:16 52:23  <b>eleventh</b> 1:1 14:23              15:14  <b>emergencies</b> 60:23  <b>emergency</b> 57:2  <b>employee</b> 65:13,14  <b>empowered</b> 23:14  <b>enclose</b> 49:8  <b>encouraged</b> 59:2  <b>ended</b> 27:19  <b>engaged</b> 39:10</p>	<p><b>engle</b> 31:8,13,14,15  <b>english</b> 50:6  <b>enjoying</b> 14:2  <b>enlargement</b> 55:11  <b>enlargements</b>              55:21  <b>enriched</b> 17:25  <b>ensure</b> 15:5  <b>enter</b> 9:4  <b>entered</b> 15:2 49:15  <b>entire</b> 16:11  <b>entities</b> 45:16  <b>entitled</b> 2:14  <b>entitlement</b> 16:24  <b>entree</b> 46:11  <b>equity</b> 42:17 58:12  <b>eric</b> 7:17 14:10  <b>especially</b> 53:6  <b>esquire</b> 3:7,16,19              4:5,14,15,20 5:3,14              5:21 6:3  <b>establish</b> 58:10  <b>estate</b> 12:5 17:8,11              40:1 46:2,6 47:17              48:20 51:5,6 59:5  <b>et</b> 2:3,6 4:11,11,12  <b>ethically</b> 22:6  <b>evening</b> 11:20              35:24  <b>event</b> 40:4 45:17              60:22 62:11 63:6  <b>eventually</b> 25:11  <b>everybody</b> 7:5              23:15 24:11 34:18              36:25 40:19 46:3              55:24 56:16  <b>everybody's</b> 35:1,2              40:17 41:13  <b>evidence</b> 20:10  <b>evidentiary</b> 43:14</p>	<p><b>ex</b> 20:5  <b>exactly</b> 23:15 40:23              50:20  <b>examined</b> 63:12  <b>example</b> 29:16 64:8  <b>excellent</b> 52:21              59:12,15 62:15  <b>exclusions</b> 44:12  <b>exclusive</b> 40:15  <b>executor</b> 13:25  <b>exigent</b> 55:15  <b>existing</b> 24:13  <b>expect</b> 15:17 20:12              46:16 50:23 52:10              56:8 59:10  <b>expectation</b> 46:23  <b>expecting</b> 26:25  <b>expenses</b> 62:10  <b>experience</b> 38:15  <b>experienced</b> 15:21              46:19  <b>expert</b> 22:24 46:1  <b>explain</b> 49:11  <b>explained</b> 52:5  <b>explaining</b> 52:10  <b>explore</b> 33:12 48:4  <b>exploring</b> 36:23,23              46:6  <b>exposure</b> 45:8  <b>express</b> 14:22  <b>expressed</b> 17:17,23  <b>extend</b> 36:22 42:12              55:12  <b>extent</b> 21:19 31:11              32:20 38:9 50:1              56:4  <b>extreme</b> 41:16  <b>extremely</b> 46:7  <b>eyes</b> 56:17</p>
---	---	--	---

<p style="text-align: center;"><b>f</b></p> <p><b>fact</b> 44:11,11 51:14  <b>facts</b> 18:21 29:3  <b>fair</b> 26:16  <b>familiar</b> 41:4  <b>families</b> 16:12 24:8  33:5 38:18 51:19  54:20  <b>family</b> 30:14  <b>famous</b> 48:1  <b>far</b> 15:12 19:24  24:7 37:16 57:19  <b>faster</b> 40:20,21  <b>fee</b> 19:13,15,17  25:21,23 26:11  <b>feedback</b> 52:4  <b>feel</b> 23:12 28:3 45:3  <b>feels</b> 56:19  <b>fees</b> 16:24 17:7  19:18 25:11 26:13  26:13 27:22 28:20  <b>file</b> 13:17 35:19  36:10 37:5  <b>filed</b> 7:13 11:4,19  11:23 12:5,12,20  12:21 13:10,11  14:11 27:13 34:17  34:25 35:6,12,17  35:24 37:16 56:9  <b>filing</b> 11:17 35:13  <b>fill</b> 34:9  <b>financially</b> 65:16  <b>find</b> 50:9  <b>finds</b> 37:4  <b>fine</b> 23:17  <b>finest</b> 16:5 22:4  42:17  <b>fire</b> 15:3  <b>firm</b> 3:20 4:6 9:11  10:4,6,11 11:20,22  18:13 21:3 23:24</p>	<p>24:4,13 26:11,19  27:8 28:16,17  29:11 30:4,9,11  35:8 43:7,22  <b>firm's</b> 42:23  <b>firms</b> 34:25 41:5  64:4  <b>first</b> 14:16,18 31:4  35:13,17 39:20  42:12 43:9 44:3  46:21  <b>fiu</b> 38:12  <b>five</b> 34:25 38:6  <b>fix</b> 7:4  <b>fixed</b> 31:24  <b>flagler</b> 2:10  <b>flamingo</b> 3:17  <b>floor</b> 3:9 22:19  <b>florida</b> 1:1 2:11 3:9  3:18,22 4:7,23 5:5  5:17,23 6:5 18:24  21:4 31:5 42:18  51:24 57:24 65:2,7  <b>follow</b> 47:19,21  64:9  <b>following</b> 21:20  <b>foregoing</b> 65:8  <b>form</b> 21:2  <b>formal</b> 11:17 46:16  47:1  <b>formally</b> 22:15  <b>forms</b> 50:15  <b>fort</b> 4:23 5:23  <b>forthepeople.com</b>  4:23  <b>forthwith</b> 50:25  <b>fortunate</b> 33:3  <b>fortunately</b> 30:25  <b>forward</b> 61:2 64:12  64:15</p>	<p><b>four</b> 5:8 38:6  <b>fourth</b> 31:2,5  <b>fp&amp;l</b> 30:25  <b>frankly</b> 27:19  <b>free</b> 19:20 51:5  59:21  <b>friday</b> 30:13 34:11  <b>friends</b> 30:14  <b>frowned</b> 59:2  <b>fulfilling</b> 22:5  <b>fully</b> 40:2 54:20  <b>fund</b> 12:20 19:17  27:13  <b>funds</b> 24:25 28:1,4  48:14,18 51:4 57:2  57:4,9  <b>furst</b> 13:21,22 14:4  14:6  <b>further</b> 65:12  <b>future</b> 57:10</p> <p style="text-align: center;"><b>g</b></p> <p><b>g</b> 3:2 7:1  <b>gables</b> 3:9 4:7  <b>gap</b> 62:22  <b>general</b> 8:2  <b>generous</b> 27:23  51:3  <b>gentlemen</b> 14:17  <b>getting</b> 11:17 21:17  41:1 51:1 56:6 63:4  63:4  <b>give</b> 23:4 36:16  37:10,13,19 49:19  49:24,25  <b>given</b> 16:19 20:7  21:12 25:13 36:2,3  63:10  <b>gives</b> 16:4 31:6  <b>giving</b> 24:3  <b>glad</b> 37:13</p>	<p><b>glitch</b> 63:22  <b>global</b> 32:14 33:8  <b>go</b> 14:19 21:23  25:20 37:16 49:3,4  56:1 60:24 62:8  <b>goal</b> 18:13,15 40:7  <b>god</b> 30:22  <b>goes</b> 62:6,13,23  <b>going</b> 12:24 16:14  17:25 18:16 20:9  22:24 24:24 26:10  26:19 27:5 31:16  32:21 35:24 37:18  38:14,19,20,25  39:1,6,14,24 41:20  41:20,21 42:1  47:13 49:24,25  50:11 53:10 54:2,3  54:8,9 55:6,9,10,13  56:2,7,8,10,12,13  59:13 60:5  <b>goldberg</b> 8:3,4,7  9:1,2 20:25 21:5,12  22:2 26:19,22 28:5  30:17,24 42:11,13  42:16,25 43:20,23  44:2,20 45:21  46:15 47:9,14,21  47:25 49:2,17 50:3  50:5,20 51:9,14,21  52:17,20 53:1,18  54:13,19,22 58:18  58:19 59:8,13  60:14,16,18  <b>gomez</b> 10:5 13:23  <b>gonzalo</b> 13:3,16  28:10  <b>good</b> 7:5,16,22,24  8:6,7,13,14,15,20  8:23 9:10,14,21  10:3,8,13,18,22</p>
---	---	---	---



<p>11:1,7,9,25 12:3,17 13:1,5,12,13,20,21 14:8,13 18:8 20:21 22:12,17 26:7 28:1 28:15,22 29:9,22 30:8 37:22 38:3 40:17,17 44:1,2 46:4 47:6,8,18 51:10 52:12 54:21 61:11 64:15 <b>goodman</b> 4:15 8:13 8:15,16 23:20,21 56:21,24,25 57:15 <b>gotten</b> 48:23 <b>government</b> 57:24 58:6 <b>graciously</b> 26:3 <b>graham</b> 7:20 <b>granted</b> 9:6 55:15 <b>granting</b> 55:10 <b>gratitude</b> 14:23 <b>great</b> 15:17 16:4 17:19 31:7 <b>greatly</b> 15:10 27:21 53:2,8 <b>grossman</b> 13:22,23 30:10 32:2 61:9,10 61:14,18,19 <b>grossman's</b> 10:6 <b>ground</b> 32:6 <b>group</b> 3:17 10:7 18:12 29:5,6 <b>guara</b> 14:10 <b>guidance</b> 20:6 52:23 <b>guide</b> 46:2 <b>guiding</b> 45:23 <b>gunster</b> 5:4 9:11 <b>gunster.com</b> 5:6 <b>guso</b> 8:2,25</p>	<p><b>guys</b> 23:1 41:10,19</p> <hr/> <p style="text-align: center;"><b>h</b></p> <hr/> <p><b>h</b> 12:18 <b>hac</b> 4:15,16 <b>hail</b> 39:4 <b>half</b> 31:1 <b>hand</b> 23:4 <b>handle</b> 37:7 43:19 50:9 <b>handled</b> 16:7 45:6 <b>hands</b> 43:15 51:1 <b>hanzman</b> 2:15 30:22 <b>happen</b> 12:24 20:10 <b>happened</b> 19:3 30:16 56:3 <b>happening</b> 20:6 55:24 <b>happy</b> 23:24 27:1 29:7 30:5 <b>hard</b> 23:16 <b>hardship</b> 49:19 <b>harley</b> 3:7 <b>hear</b> 18:2,18 23:6 33:17,18,20 38:2 47:6 55:4 61:9,10 61:11 63:19,20 <b>heard</b> 20:22 31:23 34:6 35:21 50:20 64:11 <b>hearing</b> 2:14 8:10 9:16 16:9 21:23 33:7 39:3 40:12 54:3,5 59:17 61:16 64:16,20 <b>hearings</b> 23:3 32:25 35:10 54:8 55:12 <b>heavy</b> 18:23</p>	<p><b>held</b> 32:7 <b>help</b> 27:1,9 38:13 50:1 <b>helping</b> 38:18 <b>hernia</b> 29:1 <b>hicks</b> 28:17,17 <b>higher</b> 47:7 <b>highest</b> 58:4 <b>highly</b> 16:19 41:25 42:2 <b>hipaa</b> 27:6 <b>hired</b> 46:1 <b>hiring</b> 59:1 <b>history</b> 30:5 61:15 <b>hold</b> 14:14 <b>holding</b> 32:2 34:3 47:12 <b>holiday</b> 53:3 <b>homes</b> 16:13 <b>honor</b> 7:16,24 8:4,7 8:13,15,24 9:7,10 9:19 10:3,10,18,21 11:1,9,12,24 12:1,3 12:6,15,17 13:13 13:19,21 14:8 18:11 20:22,24 22:1,7,10,12 23:10 23:20,25 24:3 25:15 26:2,7,9 28:15,22 29:9,22 30:8 31:20 34:1 38:5 40:24 41:22 42:7 44:2,20 45:22 47:10,14,25 49:2 50:3,23 51:9,15 52:17,20 53:1 54:13 56:21,24 57:15,19 59:8 61:6 61:9,22 <b>honor's</b> 9:1,3</p>	<p><b>honorable</b> 2:15 14:24 <b>honored</b> 24:5 28:24 29:14,24 <b>hope</b> 21:1 36:8 61:17 64:8 <b>hopeful</b> 36:16 <b>hopefully</b> 46:2 59:10 61:4 <b>hoping</b> 39:16 57:21 <b>hostage</b> 32:3 34:3 <b>hour</b> 53:16 <b>hourly</b> 17:3 <b>hst</b> 3:10 <b>humanly</b> 51:13 <b>hybrid</b> 23:2</p> <hr/> <p style="text-align: center;"><b>i</b></p> <hr/> <p><b>idea</b> 18:8 <b>identify</b> 44:16 <b>illusion</b> 40:5 <b>immediate</b> 48:24 <b>immediately</b> 21:18 34:18 48:11,14,20 <b>impact</b> 16:20 60:5 <b>impairs</b> 58:17 <b>impasse</b> 36:9 38:21 <b>important</b> 16:16 42:15 53:22 <b>importantly</b> 54:10 <b>inappropriate</b> 19:25 <b>incident</b> 44:19 <b>including</b> 25:3 41:5 44:24,25 63:11 <b>indemnified</b> 62:20 <b>indicated</b> 57:21 <b>individual</b> 28:19 31:10 59:19,23 60:5,7 62:7 <b>individuals</b> 24:5 52:3 59:17</p>
--	--	---	--

<p><b>informally</b> 33:14  <b>information</b> 27:5  45:3 46:13 60:25  <b>informing</b> 52:13  <b>initial</b> 45:15 53:19  <b>initially</b> 47:7 53:25  <b>injury</b> 25:3 32:18  33:10 34:22  <b>innuendo</b> 21:2,13  <b>instructions</b> 26:23  50:10  <b>insurance</b> 5:23 6:1  19:7 39:15 40:1  44:5 46:1 48:9  50:23 51:2 59:25  61:23 62:20  <b>insure</b> 59:25  <b>insurers</b> 44:13  <b>integral</b> 38:18  <b>intend</b> 23:15  <b>intent</b> 58:14  <b>interest</b> 32:20,22  34:20 35:14 42:20  <b>interested</b> 19:12  34:22 35:10 36:22  54:17 65:16  <b>interesting</b> 31:17  58:2  <b>interests</b> 35:2 36:5  <b>interfere</b> 57:6  <b>interpret</b> 44:14  <b>interrogation</b>  50:15  <b>introduce</b> 14:22  <b>investigated</b> 16:18  <b>investigation</b> 48:12  52:19  <b>invited</b> 19:8 34:19  54:18  <b>involve</b> 26:16</p>	<p><b>involved</b> 15:9  24:22 27:14 34:19  36:4 45:15  <b>involving</b> 35:11  <b>israeli</b> 30:15  <b>issue</b> 22:16 38:19  43:11 48:17 54:4  58:15  <b>issues</b> 31:17 33:1  48:13,13 52:11  53:3,6 54:7 61:1</p> <p style="text-align: center;"><b>j</b></p> <p><b>j</b> 3:16 4:14  <b>ja</b> 60:24  <b>jack</b> 30:9 63:25  <b>james</b> 6:1 48:8  58:22 59:9  <b>jeffrey</b> 4:15 8:16  23:20 56:24  <b>jenkins</b> 11:11  <b>jewish</b> 30:19  <b>jgoodman</b> 4:19  <b>job</b> 58:3  <b>joe</b> 30:18,19  <b>joey</b> 10:4  <b>john</b> 12:18  <b>join</b> 21:7  <b>joined</b> 9:12  <b>jordi</b> 8:2,25  <b>jorge</b> 7:16 11:9  <b>judge</b> 12:22 13:8  14:13,23 15:1,1,12  15:16 18:21 29:13  30:23 35:22 36:13  37:9,20 38:11  61:19 64:12  <b>judges</b> 2:16  <b>judicial</b> 1:1 14:24  45:13  <b>july</b> 2:12 15:2  65:18</p>	<p><b>jurisdictions</b> 16:7  27:12</p> <p style="text-align: center;"><b>k</b></p> <p><b>k</b> 3:2  <b>kasdin</b> 46:18  <b>kay</b> 7:17  <b>kaye</b> 10:5  <b>keep</b> 51:11 54:19  <b>kitchen</b> 41:8,19  <b>know</b> 15:16,24  17:21 18:10 19:20  20:12,13 23:3 24:7  24:24 27:1,14  33:22 35:7 36:21  39:8 41:5 47:2,11  49:20 53:7 56:3  58:22 60:23 63:22  63:24  <b>knowing</b> 43:3  <b>knowledge</b> 48:12  <b>known</b> 49:5  <b>knows</b> 24:15 44:9  <b>kozyak</b> 3:8 34:2  <b>kttlaw.com</b> 3:10</p> <p style="text-align: center;"><b>l</b></p> <p><b>labor</b> 28:12 36:25  <b>ladies</b> 14:17  <b>land</b> 46:21,22,23  47:2,4  <b>lane</b> 11:14  <b>languages</b> 50:8  <b>lapsing</b> 63:3  <b>large</b> 17:24 27:2,5  32:20  <b>las</b> 29:2  <b>late</b> 12:19  <b>latitude</b> 49:24  <b>lauderdale</b> 4:23  <b>law</b> 3:7,16,17,20,20  4:5,6,16,21 5:3,15</p>	<p>5:21 6:3 8:1,18,25  9:11 10:4,7,11  11:19 13:15,22  17:15 18:12,13  23:23,23 27:8  28:16,17 29:11  <b>law.com</b> 4:8  <b>lawsuits</b> 11:19,22  12:6  <b>lawyer</b> 17:8 19:4  25:21 27:8 35:11  38:16 48:9 52:8  <b>lawyering</b> 27:3  <b>lawyers</b> 15:22  17:16 20:12 23:13  25:22,24 27:10  33:15 34:12,17  35:5,25 36:4 37:2  38:6,13,20,25 39:7  40:12 41:13,24  55:23 59:2  <b>lea</b> 11:2 29:23  <b>lead</b> 12:8 19:5  29:16 36:10 38:12  42:2  <b>leadership</b> 16:17  16:22 18:3 24:1  28:25 29:14 32:11  33:6,8,9,15 34:21  35:15 36:7,24 37:3  37:14 38:8 40:8,16  40:19 41:9,16 53:7  54:25 55:4,7,16  56:10 61:5 64:13  <b>learned</b> 19:2 35:23  <b>left</b> 14:18 15:19  58:21  <b>legal</b> 16:24 17:13  21:11 52:9,11  53:23 54:7 56:6</p>
--	--	---	--

<b>leisure</b> 14:3 <b>leon</b> 3:8 <b>leonard</b> 5:22 <b>letter</b> 49:4,7 <b>letters</b> 44:22 <b>level</b> 41:5 <b>liability</b> 31:3,9 62:24 <b>liable</b> 44:25 45:17 <b>life</b> 49:13,21,23 <b>lifshitz</b> 7:17 34:1,1 34:8,11 35:21 36:13 37:9,20,23 <b>likelihood</b> 39:19 <b>likes</b> 30:19 <b>limitations</b> 39:11 <b>limited</b> 12:20 24:25 27:13 39:15 <b>limits</b> 48:11 <b>lippsmith</b> 7:20 <b>list</b> 11:11 34:18 <b>literally</b> 45:7 <b>litigated</b> 42:25 <b>litigation</b> 27:19 55:21 56:15 <b>little</b> 36:3,20 37:12 42:10 49:24 <b>live</b> 2:16 23:8 49:3 <b>lived</b> 51:18 <b>lives</b> 40:4 <b>living</b> 62:10 <b>llc</b> 3:17 <b>llp</b> 5:15 6:4 <b>loan</b> 51:6 <b>local</b> 49:11 <b>locating</b> 44:4 <b>location</b> 2:9 <b>locchi</b> 30:18,20 <b>logistics</b> 29:4 <b>long</b> 20:20 31:6 36:1,6,12 50:15	<b>look</b> 16:4 38:24 42:20 46:5 61:2 64:12,15 <b>looked</b> 55:14 <b>looking</b> 40:10,11 52:15 <b>looks</b> 32:12,14 <b>lopez</b> 7:18 <b>lose</b> 47:23 <b>losing</b> 32:17 <b>loss</b> 13:9 16:11 39:18 <b>lost</b> 32:16,18 33:5 <b>lot</b> 14:16 27:10,11 27:19 30:14 35:2 <b>loud</b> 35:21 50:21 51:21 55:5 <b>loved</b> 32:18 33:5 <b>lozanos</b> 11:10 <b>luxuries</b> 56:14 <b>luxury</b> 55:20	<b>marshals</b> 15:5 <b>martinez</b> 11:1,2 27:15 29:22,23 35:8 <b>marwan</b> 14:9 28:22 <b>marys</b> 39:5 <b>mass</b> 31:3 <b>matter</b> 7:6,15,23 9:15,17 11:4,17 26:12 27:23 43:19 <b>matters</b> 7:8,12 15:4 20:3 24:20 54:5 56:12 <b>maximizing</b> 21:9 <b>mayor</b> 19:6,6 <b>mboyle</b> 5:23 <b>mckee</b> 3:16,17 9:19 9:19 18:6,11,11,12 18:15,21 20:5,17 20:19 21:1 57:17 57:19 <b>mean</b> 44:14 <b>means</b> 17:2 <b>mechanism</b> 25:25 <b>meet</b> 19:11 42:3 53:11 55:19 <b>meeting</b> 19:2 21:16 34:13 51:23,25 54:16 61:25 <b>meetings</b> 19:24 20:10 <b>member</b> 35:12 57:3 <b>members</b> 16:5,6 30:10 35:18 43:18 59:18 <b>mentioned</b> 45:11 <b>merlin</b> 10:7,7 30:11 61:6,7,22,22 62:22 63:8 <b>mesh</b> 29:1	<b>message</b> 37:23 <b>met</b> 62:17 <b>miami</b> 1:1 2:10,11 5:5,17 6:5 65:3 <b>michael</b> 2:15 8:3 9:1 30:22,24 <b>miller</b> 14:10 28:23 <b>million</b> 26:20 27:17 44:7 46:24 47:5,13 47:16 <b>miner</b> 13:13,14 28:15,16 <b>minute</b> 58:21 <b>minutes</b> 17:15 <b>modified</b> 62:7 <b>moment</b> 14:22 <b>monday</b> 36:14,20 37:11,11,17 <b>money</b> 39:21,25 43:15 44:14 50:18 51:20 <b>mongeluzzi</b> 4:14,17 8:18 23:23 <b>monitor</b> 53:21 <b>montoya</b> 13:15 28:16 <b>monuments</b> 58:11 <b>mora</b> 14:11 <b>morabito</b> 5:1 9:12 <b>morgan</b> 4:21,21 <b>morning</b> 7:5,16,24 8:7,13,14,15,23 9:10 10:3,18,25 11:1,9 12:3,17 13:13,21 14:8,14 14:25 15:13 22:12 26:7 28:15,22 29:9 29:22 44:1,2 53:16 54:16,24 61:11 <b>moskowitz</b> 4:5,6,8 10:3,4,4 30:7,8
	<b>m</b>		
	<b>m</b> 4:5 <b>mail</b> 49:6,6 60:18 60:19 <b>making</b> 35:2 37:18 44:4 48:20 <b>manage</b> 27:5 29:6 <b>managing</b> 28:4 <b>mandatary</b> 24:23 <b>mandatory</b> 25:2 <b>manuel</b> 1:4 3:4,5 <b>maria</b> 12:4,9 13:16 <b>mark</b> 5:21 <b>market</b> 4:17 46:11 47:22 <b>marshal</b> 40:8 42:20 58:3,12 <b>marshalled</b> 46:9 63:11		

<p>31:13,16,20,22 61:23 64:1 <b>mother</b> 13:10 <b>motions</b> 36:10 37:5 37:6 54:7 55:11,11 55:12,13 <b>move</b> 8:10 34:7 36:2 37:14 40:21 43:13 54:8 <b>moving</b> 30:17,17 55:3 56:2 <b>msp</b> 27:4 <b>multipliers</b> 17:6 19:17 <b>mute</b> 32:4 <b>muted</b> 22:21,22 32:1,3 <b>mutually</b> 40:15 <b>myers</b> 5:23</p>	<p><b>negotiations</b> 32:10 33:20 36:20 <b>neighboring</b> 45:6 <b>neither</b> 40:5 <b>never</b> 19:21 39:19 48:2 61:15,17 63:21 <b>new</b> 14:23 15:12,16 35:23 <b>news</b> 47:6,8,18 <b>night</b> 17:14 18:21 51:23 53:4 <b>notary</b> 65:6 <b>note</b> 9:23 10:19 13:6 18:9 32:2,3 <b>noted</b> 34:23 61:20 <b>notes</b> 34:4 65:10 <b>notice</b> 2:17 19:3 44:6,24 45:5,13 54:6,7 63:4 <b>noticed</b> 20:9 <b>number</b> 1:3,10,17 2:2 3:3,12 4:1,10 7:7,9,10,11 12:14 12:21,21 30:19 35:5 36:4 <b>numbers</b> 49:10,11 <b>numerous</b> 44:23 <b>nushin</b> 14:24</p>	<p><b>occasion</b> 35:4 <b>occurrence</b> 44:17 63:2 <b>occurs</b> 32:25 <b>offer</b> 21:1 <b>offered</b> 33:21 <b>offers</b> 33:18 <b>office</b> 10:5 49:10 <b>offices</b> 3:7,16,20 4:5,16,21 5:3,15,21 6:3 <b>oh</b> 14:18 <b>okay</b> 10:15,22 11:15 12:7,16 14:7 14:16,20 18:5 20:8 21:14,24 22:11,23 25:14,25 31:23 32:3,8 36:1 37:8,22 38:3 39:5,9,22,23 41:8,14 42:3,8 44:3 45:11 46:5 47:18 47:24 48:4 49:18 50:2,19 51:8,13,20 52:12,18,21 54:2 54:12,18,23 58:18 59:12 60:17,21 61:13 63:15,21 <b>old</b> 45:14 <b>ombudsman</b> 19:7 21:5 51:24 <b>once</b> 8:23 43:22 48:7 <b>one's</b> 15:20 <b>ones</b> 32:18 33:5 <b>open</b> 56:17 <b>opportunities</b> 47:24 <b>opportunity</b> 22:14 24:4 48:2,3 54:12 59:6</p>	<p><b>opt</b> 25:8,13,14 <b>optimistic</b> 36:3,15 <b>option</b> 49:7 <b>opts</b> 25:20 <b>order</b> 21:7 32:9 34:13,23 36:13 49:8,9,15 50:13 54:4 57:8 58:4 62:2 62:6 <b>ordered</b> 25:5 <b>orders</b> 52:23 <b>organize</b> 29:5 <b>organized</b> 41:7 <b>outside</b> 27:24 52:9 <b>outstanding</b> 16:6 <b>owner's</b> 62:10 <b>owners</b> 32:15</p>
<p><b>n</b></p>	<p><b>o</b></p>	<p><b>p</b></p>	
<p><b>n</b> 3:2,2 7:1 <b>n.w.</b> 4:22 <b>name</b> 12:7 <b>nationwide</b> 42:18 <b>nature</b> 19:18 20:1 59:23 <b>necessary</b> 15:6 31:11 50:1 56:19 <b>necessity</b> 43:14 <b>need</b> 18:22 24:11 30:21,21,23 33:1 36:6,12 37:12,17 37:19 41:9 48:14 49:22 50:17 51:7 52:22,24 62:16 <b>needed</b> 50:8 <b>needs</b> 49:19 <b>negotiate</b> 18:19 59:22 <b>negotiation</b> 18:16</p>	<p><b>o</b> 7:1 <b>obas</b> 65:6,22 <b>obligation</b> 45:1 58:23 <b>obligations</b> 20:13 22:5 <b>obvious</b> 46:7 <b>obviously</b> 24:22 27:3 41:4 49:6 51:16 57:7 59:14</p>	<p><b>p</b> 3:2,2,2 4:15 7:1 <b>p.a.</b> 3:8 4:6,21 5:4 5:22 <b>pace</b> 56:2 <b>page</b> 38:11 <b>pages</b> 31:6 65:9 <b>palm</b> 3:21 <b>panned</b> 27:16 <b>park</b> 57:22 <b>parks</b> 58:10 <b>part</b> 62:18 <b>parte</b> 20:5 <b>participants</b> 22:25 63:15 <b>participate</b> 23:24 <b>participating</b> 8:17 <b>particularly</b> 31:12 34:21 47:23 <b>parties</b> 24:17 45:5 54:6,17 65:13,14 <b>partner</b> 8:1,18,25 11:12,13 13:15,23 23:23 46:18</p>	

<p><b>partners</b> 11:2</p> <p><b>party</b> 39:17 40:1 52:15 57:6</p> <p><b>passes</b> 39:9</p> <p><b>patiently</b> 61:13 63:16</p> <p><b>patrick</b> 13:15 28:16</p> <p><b>paul</b> 5:14 7:25 8:24 11:14 20:24</p> <p><b>payment</b> 16:24 17:12,13 48:6,24 49:13,14</p> <p><b>payments</b> 21:17,22 48:21 49:12 51:8</p> <p><b>pending</b> 12:25</p> <p><b>pennsylvania</b> 4:18</p> <p><b>people</b> 19:10,24 21:17 22:20 24:7 25:3,8,13 30:15 32:17 33:10 44:13 45:15 48:2,23 49:22 50:1,8,14 51:7,12,18 54:15 62:19</p> <p><b>percent</b> 28:18</p> <p><b>percentage</b> 17:7 19:17</p> <p><b>perfect</b> 60:20</p> <p><b>perfectly</b> 57:13</p> <p><b>period</b> 39:13 45:16</p> <p><b>perished</b> 16:12</p> <p><b>permission</b> 9:3,4 28:11</p> <p><b>person</b> 30:19 32:5 42:19</p> <p><b>personal</b> 13:9 25:3 32:18 33:10 34:22 60:25 62:9</p> <p><b>personally</b> 30:4 38:5</p>	<p><b>perspective</b> 53:5</p> <p><b>pessimistic</b> 38:22</p> <p><b>phenomenal</b> 53:6</p> <p><b>philadelphia</b> 4:18</p> <p><b>phone</b> 50:5</p> <p><b>pick</b> 14:18 15:19</p> <p><b>piece</b> 47:17</p> <p><b>piedra</b> 7:16,17</p> <p><b>pino</b> 12:1,3,4,9,13 12:15</p> <p><b>pita</b> 13:8,8 29:13 29:13,18 60:10,11 60:17,20</p> <p><b>place</b> 37:15 53:8 56:10</p> <p><b>plaintiff</b> 1:5,12,19 2:4 3:5,14 4:3,12 8:12 9:18,20 10:2 10:11 12:8 13:25 14:1 17:16 23:21 34:12,25 57:3</p> <p><b>plaintiff's</b> 19:4</p> <p><b>plaintiffs</b> 7:19,21 8:17,21 9:22 10:15 11:10 12:9 19:8 22:13 34:17 56:25</p> <p><b>plasencias</b> 11:11</p> <p><b>play</b> 38:16,18</p> <p><b>plaza</b> 4:6</p> <p><b>pleading</b> 37:16</p> <p><b>pleadings</b> 56:9</p> <p><b>please</b> 7:3,14,25 9:18 10:2,17 12:18 13:3 18:6,9 26:8 28:10 43:25 51:11 54:15 56:23 60:3</p> <p><b>pleasure</b> 42:16</p> <p><b>plenty</b> 20:2,11 31:17</p> <p><b>pocket</b> 17:10</p>	<p><b>podhurst</b> 11:3 29:24</p> <p><b>podium</b> 18:7,9 43:25 56:22,23</p> <p><b>point</b> 17:21 26:12 26:17 40:23 46:8 56:22 57:14 59:16</p> <p><b>pointe</b> 5:22</p> <p><b>pointed</b> 15:19 32:24</p> <p><b>policies</b> 44:16 45:1 45:4 58:24 59:19 59:21,22 60:5,7 62:3,7 63:3,5</p> <p><b>policy</b> 27:17 48:10 58:10 62:13 63:1</p> <p><b>ponce</b> 3:8</p> <p><b>pool</b> 40:12</p> <p><b>pooled</b> 63:10</p> <p><b>porter</b> 14:9 28:22 28:23</p> <p><b>portion</b> 17:3</p> <p><b>posed</b> 39:12</p> <p><b>position</b> 18:10 24:1</p> <p><b>possibility</b> 32:10</p> <p><b>possible</b> 16:17 32:14,24 42:9 43:5 44:4,10,15 48:12 48:13 51:13 52:15 56:4 57:25 58:13 63:5,7</p> <p><b>possibly</b> 24:23 58:22 59:11</p> <p><b>posted</b> 51:11</p> <p><b>potential</b> 33:13 44:5,7,23 45:5,10</p> <p><b>potentially</b> 26:18</p> <p><b>potter</b> 35:8</p> <p><b>powers</b> 58:16</p> <p><b>practicable</b> 56:7,12</p>	<p><b>precedent</b> 31:4</p> <p><b>prejudging</b> 32:13</p> <p><b>preliminarily</b> 46:15</p> <p><b>preliminary</b> 46:25 47:9</p> <p><b>preplanned</b> 63:24</p> <p><b>prescribed</b> 26:4</p> <p><b>present</b> 8:5 9:2</p> <p><b>preserve</b> 45:8,9</p> <p><b>prior</b> 32:9 45:1 50:10</p> <p><b>priority</b> 58:7</p> <p><b>private</b> 25:9</p> <p><b>pro</b> 4:15,16 16:23 18:14 20:7,20 28:12 29:14,17 30:2 38:17</p> <p><b>probably</b> 24:11 57:22</p> <p><b>probate</b> 27:19</p> <p><b>problem</b> 23:2 31:24</p> <p><b>problematic</b> 19:19</p> <p><b>proceed</b> 9:16,25 17:17,23 18:3 20:12</p> <p><b>proceeding</b> 64:19</p> <p><b>proceedings</b> 2:17 27:24 43:14 53:21 65:8</p> <p><b>proceeds</b> 50:24 51:3</p> <p><b>process</b> 18:25 33:17 34:14 50:11 50:21 51:12 52:6 52:10</p> <p><b>productive</b> 36:21 37:12</p> <p><b>professional</b> 62:23</p> <p><b>professionals</b> 46:12</p>
--	---	---	--

<p><b>profit</b> 17:7,25 64:6  <b>progress</b> 35:3  37:18  <b>prominent</b> 45:24  <b>promptly</b> 43:20  <b>properly</b> 54:6  <b>property</b> 24:14  32:16,17 33:2,3,11  34:23 39:16 57:20  62:9 63:1  <b>proposal</b> 17:4  24:19 28:19 31:19  35:11 41:25 42:1  <b>proposals</b> 33:24  <b>propose</b> 40:24  <b>proposed</b> 19:13  33:15 36:7,24 37:3  42:9  <b>proposing</b> 25:22  <b>prospect</b> 64:6  <b>prospective</b> 19:2  <b>proverbial</b> 15:3  <b>provide</b> 21:7 26:14  45:2 49:10 52:9  <b>provided</b> 15:11  60:1  <b>provides</b> 26:23  53:24  <b>providing</b> 43:16  <b>provisions</b> 28:5  <b>public</b> 44:9 65:6  <b>punitive</b> 32:15  35:12,18 57:3  59:18  <b>purchase</b> 58:1  <b>purpose</b> 51:22 52:1  58:1 59:5  <b>pursuant</b> 2:17 32:8  <b>pursue</b> 60:3  <b>pursued</b> 16:18 39:2</p>	<p><b>put</b> 16:16 28:1 40:7  44:23 45:5 46:22  47:1 49:2 56:15  <b>putting</b> 35:14</p> <hr/> <p style="text-align: center;"><b>q</b></p> <hr/> <p><b>qualifications</b> 21:9  <b>quesada</b> 12:19 13:4  <b>question</b> 30:12  58:16  <b>quick</b> 41:21 48:16  <b>quickly</b> 16:17  43:13 54:9 55:3  <b>quite</b> 27:18</p> <hr/> <p style="text-align: center;"><b>r</b></p> <hr/> <p><b>r</b> 3:2 7:1  <b>rachel</b> 13:21  <b>raised</b> 43:11 44:12  59:17  <b>raising</b> 20:18 57:13  <b>ralph</b> 12:3  <b>rapid</b> 56:2  <b>raskas</b> 5:3 9:10,11  <b>rates</b> 17:3 43:8  <b>raysa</b> 1:18 4:2,3  <b>reach</b> 35:24 40:20  59:10  <b>reached</b> 19:1 21:5  34:16 59:6  <b>reaching</b> 34:12  <b>ready</b> 18:3 55:8  56:1  <b>real</b> 40:1 46:6  47:17 49:18 51:6  <b>realistic</b> 38:22  <b>reality</b> 38:24  <b>realize</b> 40:20  <b>realized</b> 48:19  <b>really</b> 37:16 49:22  53:4</p>	<p><b>reasonable</b> 17:1  19:15  <b>receipt</b> 57:1  <b>receive</b> 25:24  <b>received</b> 52:4  <b>receiver</b> 8:3 9:2  17:14 19:5 20:25  21:3,16 22:4 27:25  42:11,18 43:2,13  52:16 58:3,8,12  60:13,24 62:6,8,11  63:5  <b>receiver's</b> 21:8  53:5  <b>receivership</b> 17:8  17:10 26:20 48:19  49:8 52:5 53:19  57:2  <b>recess</b> 64:18  <b>recognize</b> 43:6  <b>recognized</b> 48:14  <b>recognizing</b> 17:24  19:16 43:18  <b>recommendations</b>  48:5  <b>record</b> 8:4 22:15  26:25 32:7 65:10  <b>record's</b> 44:9  <b>recover</b> 60:6  <b>recovery</b> 21:10  32:23 43:4 57:10  <b>reduced</b> 42:23 43:8  <b>reference</b> 12:21  <b>regard</b> 26:1 57:1  <b>regarding</b> 21:8  61:5  <b>regardless</b> 35:16  <b>regular</b> 53:11  <b>regularly</b> 53:12  <b>related</b> 7:12 10:24  11:4</p>	<p><b>relationship</b> 18:25  <b>relative</b> 65:12,14  <b>relayed</b> 37:23  <b>relevant</b> 39:11  <b>relinquishing</b>  19:16  <b>relinquishment</b>  57:12  <b>relocation</b> 49:13  <b>rely</b> 32:6 41:9  <b>remarks</b> 14:15  <b>repair</b> 62:18  <b>report</b> 17:15 46:13  47:21 61:4 64:14  65:8  <b>reported</b> 45:12  <b>reporter</b> 65:1  <b>reports</b> 47:1  <b>repose</b> 45:16  <b>represent</b> 14:10  24:5  <b>representation</b>  15:23 17:5,9 18:14  42:22 43:8 58:21  59:4  <b>representations</b>  19:21  <b>representative</b> 13:9  19:8  <b>represented</b> 16:1  23:8  <b>represents</b> 35:11  <b>requested</b> 45:3  <b>require</b> 54:6  <b>required</b> 55:9  56:11  <b>research</b> 18:23  <b>resided</b> 51:19  <b>residents</b> 49:5  50:17</p>
--	--	---	---

<p><b>resny</b> 14:10  <b>resolution</b> 48:16  <b>resolutions</b> 59:22  <b>resolved</b> 16:2 29:2  <b>resources</b> 15:6  41:12 55:9,18  <b>respect</b> 62:2  <b>respectfully</b> 38:10  <b>respond</b> 24:12  <b>responsibility</b>  42:14  <b>responsiveness</b>  53:2,9  <b>result</b> 44:19  <b>results</b> 17:2 25:4  <b>retained</b> 11:16,22  24:8  <b>review</b> 37:6  <b>ricardo</b> 11:2 27:14  29:23  <b>richard</b> 14:8 28:23  <b>rick</b> 35:7  <b>right</b> 7:5 9:23  11:12,14 12:11  14:7,12 15:18  16:25 17:13 19:10  19:11,16 23:6 25:8  26:17 31:9 34:10  42:8 50:4,20 51:10  52:16 55:14 60:8  <b>rights</b> 45:9,10 57:6  57:12 60:6  <b>rinaldi</b> 3:20 18:13  <b>risk</b> 17:6,11  <b>river</b> 6:1 48:9  58:22  <b>river's</b> 59:9  <b>rmckee</b> 3:18  <b>rmongeluzzi</b> 4:18  <b>road</b> 3:17 31:18</p>	<p><b>robert</b> 3:16 4:14  9:19 18:11  <b>rodal</b> 4:20 8:19  <b>rodriguez</b> 1:18 4:2  4:3 7:11 9:25 10:11  10:16 29:10 64:1  <b>role</b> 16:22 18:4  28:25 34:20 38:8  38:18 40:19 55:7  55:17 58:5,10,11  58:11  <b>roles</b> 37:8  <b>room</b> 2:11 38:7,16  40:11 41:17 43:2  45:25  <b>rosa</b> 12:18  <b>rosenberg</b> 2:3 4:11  4:12 7:8 8:10,12,16  9:15 23:21  <b>rosenthal</b> 1:11 3:13  3:14 7:9 9:8,16  <b>roth</b> 13:22  <b>roundabout</b> 62:5  <b>route</b> 25:20 29:3  <b>routinely</b> 55:23  <b>royal</b> 3:21  <b>rpr</b> 65:6,22  <b>ruiz</b> 12:17,18 26:6  26:7 27:21 28:3,7  47:15  <b>ruiz's</b> 51:3  <b>rule</b> 56:11  <b>ruled</b> 24:21  <b>rules</b> 20:1,14,15</p>	<p><b>saw</b> 30:14,15  <b>sayfie</b> 14:13,24  15:1,1  <b>saying</b> 31:18 48:1  <b>says</b> 32:1  <b>scarola</b> 30:9 59:16  63:25  <b>scream</b> 34:6  <b>screen</b> 7:4  <b>searcy</b> 10:11 29:10  30:10 63:18,19,20  63:21,25 64:3  <b>seat</b> 7:3  <b>section</b> 62:4  <b>secure</b> 32:23 43:4  <b>secured</b> 51:6  <b>security</b> 27:6  <b>see</b> 14:14 16:5  32:10 33:14 41:24  48:4,24  <b>seeing</b> 61:3 64:16  <b>seek</b> 23:25  <b>seeking</b> 24:17  <b>segal</b> 12:5  <b>senator</b> 19:7 51:25  <b>sent</b> 17:15 44:21  <b>separation</b> 58:16  <b>seriously</b> 34:15  <b>serve</b> 29:14,24 30:2  30:5  <b>service</b> 60:11,15,16  <b>set</b> 28:13 38:10  40:24 45:2 58:10  <b>sets</b> 64:8  <b>setting</b> 31:4  <b>settlement</b> 57:5  <b>shoes</b> 34:9  <b>short</b> 11:21 51:6,19  <b>shortly</b> 14:11 56:9  59:11</p>	<p><b>shot</b> 36:16  <b>shots</b> 41:10,11  <b>show</b> 14:25 15:13  15:15  <b>shuckers</b> 29:16  <b>signature</b> 65:21  <b>signed</b> 11:6  <b>significant</b> 64:6  <b>silva</b> 11:9,10,13,15  11:18 24:2,3,19  25:15 26:1,2,2,5  38:4,5,23 39:23  40:14,23 41:14,22  42:4,7  <b>similar</b> 29:3,15  55:13  <b>similarly</b> 27:16  <b>simon</b> 12:5  <b>simple</b> 19:14  <b>simply</b> 36:11 45:8  52:9  <b>sina</b> 6:3  <b>sina.bahadoran</b>  6:6  <b>singerman</b> 5:14,15  5:17 7:24,25 8:1,23  8:24,24 9:7,23  10:18,19,21 20:22  20:23,24,25 21:15  21:25 22:7,9 43:7,9  43:16 59:4  <b>single</b> 31:2 38:16  <b>sir</b> 20:21 58:19  61:8  <b>site</b> 30:13  <b>situation</b> 62:25  <b>situations</b> 62:25  <b>skill</b> 38:10 41:5  <b>skilled</b> 45:23  <b>skillfully</b> 40:9</p>
	<p style="text-align: center;"><b>s</b></p> <p><b>s</b> 3:2,2,7 7:1  <b>sage</b> 15:11  <b>sale</b> 57:20  <b>saltz</b> 4:17  <b>satisfaction</b> 42:3</p>		

<p><b>skills</b> 41:17  <b>skip</b> 13:8 29:13  <b>smbb.com</b> 4:18,19  <b>soever</b> 16:25  <b>soft</b> 62:23  <b>sohn</b> 7:19 22:12,12  22:18 23:9,10,17  <b>sole</b> 52:1  <b>solicitation</b> 20:1  <b>somebody</b> 22:23,24  23:8 25:20 40:16  40:16 49:18  <b>someplace</b> 14:3  <b>somewhat</b> 16:22  <b>soon</b> 26:22 43:5  56:7,11 63:5,7  <b>sort</b> 59:10  <b>source</b> 60:2  <b>south</b> 1:7,14,21 2:5  3:4,13,17 4:2,11  7:7  <b>spanish</b> 50:7  <b>speak</b> 22:15,21  24:10 26:15 34:19  38:7 63:21  <b>speaking</b> 30:9  38:20 50:6,7  <b>speaks</b> 64:7,8  <b>special</b> 62:4,5,11  63:2,6  <b>specified</b> 18:17  <b>spoke</b> 26:19 58:25  <b>spoken</b> 35:3,5,8  38:6 46:18 48:22  <b>staffed</b> 50:5  <b>staffing</b> 55:18  <b>stages</b> 53:19  <b>stand</b> 45:24  <b>standing</b> 38:17  53:13 54:3</p>	<p><b>standpoint</b> 56:7  <b>start</b> 17:19 20:9  46:5 51:1  <b>started</b> 46:16  <b>starting</b> 7:15  <b>state</b> 19:6 21:4  30:22 51:24,25  57:24 65:2,6  <b>statement</b> 26:10  <b>states</b> 57:24  <b>stating</b> 47:3  <b>status</b> 33:22 44:4  53:13,16 54:1,5  <b>statuses</b> 54:9  <b>statute</b> 39:11  <b>steering</b> 28:25  <b>stenographic</b> 65:10  <b>stenographically</b>  65:7  <b>step</b> 43:12 58:6  <b>stepped</b> 48:15  <b>stepping</b> 43:19  48:10 64:5  <b>steve</b> 1:11 3:13,14  <b>steven</b> 2:3 4:11,12  5:14  <b>stewart</b> 5:4  <b>strap</b> 56:1  <b>street</b> 2:10 4:17  <b>strengths</b> 35:1  <b>stringent</b> 50:11  <b>strings</b> 26:21  <b>strong</b> 47:22,23  <b>strongest</b> 35:15  <b>structure</b> 16:17  19:13 24:1 25:23  27:2 32:11 33:7,8,9  33:16 34:14 35:16  36:7,11,24 37:4,15  45:14 61:5 64:13</p>	<p><b>structures</b> 53:8  <b>stuart</b> 10:6 13:23  30:10  <b>styled</b> 2:16  <b>subclass</b> 32:16  33:10  <b>subject</b> 24:20 33:7  44:10 46:25 47:10  50:15 56:13  <b>subsequent</b> 35:17  <b>substantive</b> 51:17  <b>suffered</b> 16:11  <b>sufficient</b> 39:20,20  39:25  <b>suggest</b> 53:11  <b>suggested</b> 16:21  61:25  <b>suggestion</b> 21:13  59:1  <b>suite</b> 3:21 4:7,22  5:5,16 6:5  <b>superb</b> 27:3  <b>support</b> 14:25  15:13,13 23:12  <b>supports</b> 28:18  <b>supreme</b> 30:2  <b>sure</b> 12:22 22:14  26:1,24 27:25 28:3  34:5 38:15 44:5  51:18 55:17  <b>surfside</b> 19:6  <b>surprise</b> 15:20  <b>survive</b> 33:4  <b>survivors</b> 27:18  <b>susceptible</b> 25:7  <b>suspect</b> 34:2  <b>sworn</b> 15:1  <b>system</b> 15:14  <b>systems</b> 27:4,7</p>	<p><b>t</b></p> <p><b>tag</b> 10:24  <b>take</b> 14:22 20:2,3  21:15 31:18 43:21  45:13 51:2,3,6 55:7  55:16 58:6 64:5  <b>taken</b> 15:23 34:15  <b>takes</b> 58:7  <b>tal</b> 7:17 34:1  <b>talent</b> 41:17 63:10  <b>talented</b> 15:21  41:12  <b>talk</b> 35:20 41:23,24  44:3 48:6 58:20  59:6  <b>talked</b> 44:6  <b>talking</b> 19:9 45:19  <b>targeted</b> 39:7  <b>task</b> 42:19  <b>tasked</b> 34:11  <b>tasks</b> 41:18  <b>team</b> 17:18,22 23:7  28:24 29:2,14  31:19 32:6 40:8  41:9 55:4  <b>teams</b> 18:3  <b>technology</b> 32:5  <b>telephone</b> 49:10,11  <b>tell</b> 18:2 23:9 30:12  34:19 36:9 37:11  48:4,21  <b>telling</b> 55:14  <b>ten</b> 36:2 45:21  <b>tendered</b> 27:17  48:15 58:24  <b>tendering</b> 48:10  <b>term</b> 51:6  <b>terms</b> 17:23 18:17  18:19 52:23  <b>thank</b> 7:3 8:8,20  9:6,7,14,21 10:8,14</p>
--	---	--	--



<p>10:21 11:7,25                  12:16 13:5,12 14:6                  20:17,21,24 21:25                  22:7,9 23:17 24:2,3                  25:15 26:5 28:7,14                  28:21 29:8,12,18                  30:1,6,7,22 31:22                  37:20 41:22 42:7                  42:13 43:6,9,16                  47:14 48:8 50:3                  51:9 52:13 53:10                  54:13,22 57:15                  60:20 63:13 64:3                  64:12  <b>thanks</b> 15:12 48:16  <b>themckeelawgro...</b>                  3:18  <b>thing</b> 33:22 59:15                  61:6 63:1  <b>things</b> 15:17 19:24                  19:25 20:1 29:15                  43:23 51:16 52:8                  56:8 57:17  <b>think</b> 18:8 19:4                  23:12 24:10 26:15                  27:1,2,4,8,9 31:8                  31:25 36:6,15,20                  37:25 38:5,7,13,21                  45:12 47:5 53:18                  53:20,25 62:6 63:4  <b>third</b> 24:17 39:17                  40:1 52:15 57:6  <b>thoroughly</b> 63:12  <b>thought</b> 30:18 58:2  <b>three</b> 31:1 54:7  <b>throckmorton</b> 3:8                  34:2  <b>throwing</b> 39:8  <b>thumbnail</b> 46:23  <b>time</b> 12:6 17:11                  20:2,4,11,17,18</p>	<p>26:12,17 31:17                  36:21,22 37:13,18                  37:19 52:24 55:11                  55:22 56:20 57:9                  58:9,9 59:14 63:17  <b>timely</b> 44:6  <b>times</b> 35:3  <b>tirelessly</b> 43:4  <b>today</b> 8:1 14:17                  20:9 35:7 41:2 49:3                  53:24  <b>told</b> 52:7  <b>top</b> 53:14  <b>torres</b> 13:16  <b>tort</b> 15:21 31:3  <b>touch</b> 60:23  <b>touched</b> 45:7  <b>towers</b> 1:7,14,21                  2:5 3:4,13 4:2,11                  5:12,18 7:7,9,10,11                  10:1  <b>track</b> 34:22,23  <b>tragedy</b> 15:25 21:8                  48:21  <b>tragic</b> 15:5 40:3                  44:19  <b>transcript</b> 65:9  <b>transferred</b> 12:23  <b>transparent</b> 51:12  <b>treated</b> 16:14 55:6  <b>trial</b> 31:3  <b>trials</b> 31:11  <b>triggered</b> 44:18                  60:2  <b>tropin</b> 3:7,8 7:18                  17:17 22:14 34:2,3                  34:11,15 37:24                  41:2,23 64:12  <b>trucks</b> 30:15  <b>true</b> 16:3 65:9</p>	<p><b>trust</b> 21:1  <b>try</b> 23:2,4 34:8,13                  34:14 37:17 40:20                  42:5 64:13  <b>trying</b> 34:5 40:22                  63:18  <b>turn</b> 21:6 42:10  <b>turning</b> 22:18 62:3  <b>two</b> 32:21 57:16  <b>type</b> 55:13  <b>types</b> 16:7 24:15  <b>typically</b> 56:14</p> <p style="text-align: center;"><b>u</b></p> <p><b>u</b> 5:3  <b>ultimately</b> 26:13  <b>unaccounted</b> 24:8  <b>understand</b> 29:4                  35:1,1 38:23 45:22                  49:21 51:21 53:22  <b>understood</b> 37:9  <b>undertake</b> 17:5                  42:19 43:8  <b>undivided</b> 15:4  <b>undue</b> 48:25  <b>unequivocally</b>                  24:12 26:2  <b>unfiled</b> 13:17 14:11                  23:22  <b>unfortunate</b> 33:5  <b>uninsured</b> 62:25  <b>unique</b> 31:14  <b>unit</b> 62:10  <b>united</b> 57:24  <b>units</b> 59:20  <b>unmute</b> 22:25 23:1  <b>unusual</b> 16:19                  31:12  <b>update</b> 53:14  <b>updated</b> 54:11  <b>use</b> 28:2 41:12                  57:23 58:4 59:4</p>	<p><b>usual</b> 14:6 16:10,15                  55:6</p> <p style="text-align: center;"><b>v</b></p> <p><b>valuable</b> 46:8  <b>value</b> 16:3 39:15                  46:6,21,23 47:4  <b>vanessa</b> 65:6,22  <b>various</b> 62:3  <b>vegas</b> 29:2  <b>verified</b> 51:17  <b>versus</b> 7:6,8,10,11                  9:8,25  <b>viable</b> 16:2,18                  32:23 39:1,6,16  <b>vice</b> 4:15,16 19:6  <b>victims</b> 15:25 19:9                  21:7,10 24:25                  27:25 39:18 40:3                  40:22 42:21 43:5                  43:15 46:10 47:8                  48:21 51:1 52:4                  53:21 54:10,20                  56:3 58:5,14  <b>view</b> 42:17  <b>violated</b> 19:25                  20:15  <b>vitale</b> 10:10,10 29:9                  29:10  <b>voice</b> 24:10,12  <b>volumes</b> 64:8  <b>voluntary</b> 19:21  <b>vs</b> 1:6,13,20 2:4 3:4                  3:13 4:2,11</p> <p style="text-align: center;"><b>w</b></p> <p><b>w</b> 3:19  <b>wait</b> 38:2  <b>waiting</b> 13:17                  63:16  <b>waive</b> 26:11 27:22                  28:20</p>
--	--	--	--

<p><b>waiver</b> 57:11  <b>want</b> 14:17 18:17  21:22 26:9,14,24  28:3 30:1 32:12  33:18,19,19,20,22  35:20 36:1,16  37:13 38:13 39:3,7  39:8 41:2,3 42:10  43:6,9,24 47:23  48:3,7 49:19,23  50:14,14,16,19  51:20 54:24 55:4  56:3,3,15,25 57:16  57:18 58:20 59:16  63:6  <b>wanted</b> 15:14  22:13 47:10  <b>wants</b> 17:21 38:16  38:17 42:12 55:3  60:22  <b>way</b> 7:4 17:5 21:15  27:9 45:25 62:5  64:7  <b>we've</b> 27:10 29:15  35:3,5,8 45:4  <b>website</b> 49:3 54:15  <b>wednesday</b> 2:12  37:24 38:3 53:16  54:16 61:3 64:16  <b>wednesdays</b> 54:4  <b>weeds</b> 41:1  <b>week</b> 15:2 46:17  50:25 58:25  <b>weekend</b> 53:4  <b>weekly</b> 53:13,15,25  54:5,9  <b>welcome</b> 41:13  <b>wells</b> 9:13  <b>west</b> 2:10 5:22  <b>weston</b> 3:22</p>	<p><b>whatsoever</b> 17:12  57:12  <b>whoever's</b> 41:15  <b>wide</b> 31:10 56:17  <b>willing</b> 17:23 38:17  <b>willingness</b> 29:19  42:22,23  <b>wiring</b> 26:23  <b>wise</b> 43:10,16  <b>wish</b> 11:8 13:6  31:23 64:11  <b>wishes</b> 14:22 60:8  <b>wolfe</b> 14:8,9 28:23  <b>word</b> 44:18 48:23  <b>words</b> 16:13 62:17  <b>work</b> 23:3,14,15  41:11 42:4,5 45:19  52:6 61:24 64:13  <b>worked</b> 27:10  44:25  <b>working</b> 43:4 53:24  61:23  <b>world</b> 20:7 30:19  39:21  <b>wrap</b> 37:17 54:23  <b>writing</b> 12:22  <b>written</b> 57:8  <b>wrongful</b> 24:16  <b>www.ctsreceiver...</b>  49:4</p>	<p><b>yoakley</b> 5:4</p> <hr/> <p style="text-align: center;"><b>z</b></p> <p><b>zealously</b> 16:1  <b>zero</b> 22:8  <b>zoom</b> 7:18,20 8:17  10:12,13 11:3,13  13:24 14:2 16:5  22:20 29:24 31:24  40:11,24 61:12  63:15,23 64:11</p>
	<p style="text-align: center;"><b>y</b></p> <p><b>yaffa</b> 13:22  <b>yeah</b> 18:8  <b>year</b> 30:4 45:14  61:15  <b>years</b> 15:17 31:1  43:1 45:21  <b>yechezkel</b> 4:20  <b>yesterday</b> 11:4  12:19 15:19,20  19:3 23:11</p>	