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IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2021-015089 CA 01

MANUEL DREZNER,
Plaintiff,

-vs-

CHAMPLAIN TOWERS SOUTH
CONDOMINIUM ASSOCIATION, INC.,
Defendant.

-----/

PROCEEDINGS BEFORE HONORABLE MICHAEL A. HANZMAN
STATUS CONFERENCE

Remote Proceeding
Zoom Videoconference
Wednesday, September 1, 2021
9:00 a.m.

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Debbie Godt
Leo Soto
Carlos Wainberg
David Rodan

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-01:-49:-33 25

Thereupon --

MR. GOLDBERG: -- any coverage for either Berger Singerman or myself and the general receivership, we believe that's a very narrow interpretation, Your Honor. We believe, certainly, you'll hear today access protocols and things dealing with evidence in the case should -- that Mr. Singerman's firm and other aspects determine the evidence probably fall in the scope of coverage.

The insurance counsel are represented by very good -- are very good counsel. Their companies seem like they want to discuss things. We're working with them, and hopefully we'll continue to make some progress, Your Honor, with that.

Your Honor, as far the pre-receivership bank accounts, I have \$1,102,511.63 as of today. With respect to an update on the property, turnover is a few weeks away. You'll hear a couple of motions today that have directly to deal with turnover and access to the property.

You'll hear the access protocol that

-01:-49:-31 1 Mr. Singerman will present along with
-01:-49:-26 2 Mr. Lifshitz and Ms. Furst who have all
-01:-49:-24 3 been working, and we appreciate all their
-01:-49:-22 4 input, as well as the input of all the
-01:-49:-19 5 defense counsel and other parties in
-01:-49:-17 6 interest. Everybody has just been very
-01:-49:-15 7 responsive, and we greatly appreciate that.

-01:-49:-13 8 You'll also hear a bracing motion to
-01:-49:-10 9 brace the west wall that I'll present to
-01:-49:-08 10 the Court which is a precursor and
-01:-49:-05 11 necessary in order to brace the wall in
-01:-49:-02 12 order to grant access to everybody onto the
-01:-48:-59 13 property to make it safe and to be able to
-01:-48:-56 14 open up Collins Avenue, and I'll get into
-01:-48:-53 15 more detail shortly on that.

-01:-48:-48 16 Your Honor, the security has been
-01:-48:-45 17 arranged for the site. The vendor is a
-01:-48:-42 18 County vendor, they are honoring the County
-01:-48:-39 19 rates, which will save money, and,
-01:-48:-37 20 additionally, will be walking the project
-01:-48:-35 21 with me either later this week or early
-01:-48:-33 22 next week to do the placement of the
-01:-48:-30 23 cameras on the fence.

-01:-48:-29 24 As Your Honor knows, again,
-01:-48:-26 25 Miami-Dade County, just everybody at the

-01:-48:-23 1 County, Mayor Rudy Cava, the police, the
-01:-48:-20 2 County Attorney's Office, particularly
-01:-48:-19 3 Mr. Jess McCarty, everybody has been
-01:-48:-16 4 unbelievably responsive. The County,
-01:-48:-13 5 again, has graciously agreed to pay for the
-01:-48:-10 6 fence. They're paying for the bracing,
-01:-48:-08 7 just completely bending over backwards to
-01:-48:-05 8 help the victims of this estate, and it's
-01:-48:-02 9 greatly appreciated, and it's at a huge
-01:-47:-57 10 cost, Your Honor.

-01:-47:-56 11 From just the bracing alone, you'll
-01:-47:-54 12 hear, is approximately \$400,000. You'll
-01:-47:-52 13 also hear in a future motion, probably next
-01:-47:-50 14 status conference, to clean the personal
-01:-47:-47 15 effects that were obtained from the
-01:-47:-43 16 property in accordance with EPA-requested
-01:-47:-39 17 guidelines is going to cost a lot of money,
-01:-47:-36 18 and you'll hear that, and the County has
-01:-47:-34 19 just agreed to pick all that up. I, for
-01:-47:-32 20 one, and I know the victims, can't be any
-01:-47:-27 21 more appreciative of the County for that.

-01:-47:-25 22 Your Honor, with respect to the
-01:-47:-23 23 condo termination, I'm happy to report that
-01:-47:-21 24 all the title work is in, the complaint is
-01:-47:-16 25 drafted. We are working on a process.

-01:-47:-11 1 We expect the most difficult part will be
-01:-47:-09 2 getting service of process in accordance
-01:-47:-07 3 with the request and the requirements of
-01:-47:-05 4 the title company, which may take a couple
-01:-47:-02 5 of months to do.

-01:-47:-01 6 We're trying to streamline the
-01:-46:-59 7 process by having forms made where people
-01:-46:-56 8 can stipulate, just sign and return
-01:-46:-53 9 accepting process and service, and I will
-01:-46:-50 10 be speaking today with both Ms. Furst and
-01:-46:-44 11 Tropin and Mr. Luis Suarez, who has agreed
-01:-46:-41 12 to assist.

-01:-46:-40 13 As Your Honor knows, under Florida
-01:-46:-37 14 Statute 718.118, we need a unit owner to
-01:-46:-33 15 commence that for standing under the
-01:-46:-32 16 statute, and we expect to work with them
-01:-46:-28 17 this afternoon and start putting that in
-01:-46:-26 18 place.

-01:-46:-21 19 We also prepared a motion for lis
-01:-46:-18 20 pendens that's required to be filed, and,
-01:-46:-17 21 finally, we're working on a motion for
-01:-46:-15 22 summary judgment to be filed at the close
-01:-46:-14 23 of the pleading stage so that we can file
-01:-46:-10 24 it immediately, and it will track the
-01:-46:-08 25 requisites of Chapter 718.118. We expect

-01:-46:-02 1 to get that filed next week, Your Honor,
-01:-45:-59 2 and I will be, again, working with
-01:-45:-57 3 plaintiff's counsel this afternoon to start
-01:-45:-55 4 that process.

-01:-45:-52 5 Your Honor, with respect to the
-01:-45:-51 6 sales process, Mr. Fay will update you
-01:-45:-48 7 shortly, but happy to report --

-01:-45:-45 8 THE COURT: Where are -- where are
-01:-45:-45 9 we on the appraisal, Mr. Goldberg, as far
-01:-45:-42 10 as is that done?

-01:-45:-40 11 MR. GOLDBERG: You will have the
-01:-45:-39 12 appraisal next week, Your Honor. I spoke
-01:-45:-37 13 with the appraiser on Friday of last week,
-01:-45:-34 14 and he's still on timeline for September
-01:-45:-32 15 10th. So that is -- that is on point and
-01:-45:-28 16 will get done.

-01:-45:-27 17 As far as the sales process, draft
-01:-45:-24 18 contracts have been exchanged with a
-01:-45:-19 19 stalking horse, they've gone back and
-01:-45:-17 20 forth. Significant progress has been made
-01:-45:-14 21 on that front, and Mr. Fay will update you
-01:-45:-12 22 on that.

-01:-45:-11 23 Your Honor, with respect to the
-01:-45:-08 24 zoning, that's probably one of the biggest
-01:-45:-06 25 issues surrounding the property, because

-01:-45:-04 1 the lack of clarity on zoning creates
-01:-45:-01 2 uncertainty, and uncertainty creates, you
-01:-44:-56 3 know, less value when people have to guess
-01:-44:-53 4 at what zoning is.

-01:-44:-51 5 In fact, Your Honor, yesterday
-01:-44:-48 6 afternoon I received a letter that was
-01:-44:-46 7 updated this morning signed by, I believe,
-01:-44:-43 8 72 of the victims who would like to do,
-01:-44:-37 9 along with the receivership estate and the
-01:-44:-35 10 parties, do everything possible with
-01:-44:-31 11 respect to the Town of Surfside to get the
-01:-44:-26 12 best zoning possible on the property.

-01:-44:-22 13 There's several things that can be
-01:-44:-20 14 done without a referendum, and I'm sure
-01:-44:-18 15 you'll hear from many of the victims later
-01:-44:-16 16 who I have been apprised would like to
-01:-44:-14 17 address the Court.

-01:-44:-14 18 THE COURT: So I asked the Town of
-01:-44:-12 19 Surfside to report back to me today.
-01:-44:-10 20 I assume Mr. Hockman or whoever else is
-01:-44:-08 21 present for the Town will report to me on
-01:-44:-05 22 zoning shortly, so all right.

-01:-44:-02 23 So before I move on to Mr. Fay, let
-01:-43:-59 24 me hear the two motions that are pending
-01:-43:-56 25 that you have filed.

-01:-43:-54 1 MR. GOLDBERG: Sure.

-01:-43:-53 2 THE COURT: One is to adopt the
-01:-43:-50 3 protocol for evidence and retention. I saw
-01:-43:-47 4 the proposed order, but the protocol was
-01:-43:-45 5 not attached on what was uploaded on the
-01:-43:-40 6 CourtMAP. So somebody address that with
-01:-43:-38 7 me, and then I want to hear your emergency
-01:-43:-36 8 motion for an order authorizing you to sign
-01:-43:-33 9 a permit application for the bulkhead work.

-01:-43:-29 10 So let's take them in that order.
-01:-43:-27 11 Who wants to bring me up-to-date on the
-01:-43:-24 12 protocol for inspection and retention of
-01:-43:-19 13 evidence?

-01:-43:-19 14 MR. SINGERMAN: Good morning,
-01:-43:-17 15 Your Honor, may it please the Court. This
-01:-43:-14 16 is Paul Singerman for Mr. Goldberg. With
-01:-43:-12 17 Your Honor's permission I will present the
-01:-43:-09 18 protocol. Your Honor, I apologize, and I'm
-01:-43:-07 19 not certain what happened with the protocol
-01:-43:-05 20 that was attached to the motion as
-01:-43:-03 21 Exhibit A, and my -- and with the
-01:-43:00 22 permission of Your Honor, my legal
-01:-42:-58 23 assistant Maria Diaz, who is participating
-01:-42:-55 24 in the hearing, would like to put this up
-01:-42:-52 25 if you would allow us to share the screen.

-01:-42:-50 1 THE COURT: Yes, that would be fine.

-01:-42:-38 2 MR. SINGERMAN: Ms. Diaz.

-01:-42:-38 3 MS. DIAZ: Good morning, Judge.

-01:-42:-37 4 If you would allow me to share it. You

-01:-42:-29 5 should all now be seeing the receiver's

-01:-42:-27 6 motion to approve stipulated protocol.

-01:-42:-21 7 MR. SINGERMAN: Your Honor, may

-01:-42:-20 8 I confirm that you can see?

-01:-42:-18 9 THE COURT: I see the first page of

-01:-42:-17 10 the motion.

-01:-42:-15 11 MR. SINGERMAN: Great. With

-01:-42:-14 12 Your Honor's permission, may I ask Ms. Diaz

-01:-42:-11 13 to go to Exhibit A of the motion, which is

-01:-42:-09 14 the proposed stipulated protocol. Thank

-01:-41:-58 15 you.

-01:-41:-58 16 Your Honor, by way of introduction,

-01:-41:-55 17 as the title suggests, this protocol has

-01:-41:-52 18 been stipulated to between the parties to

-01:-41:-48 19 the current consolidated amended complaint.

-01:-41:-44 20 That is, Mr. Goldberg as receiver for the

-01:-41:-41 21 association is the current defendant, and

-01:-41:-37 22 class counsel.

-01:-41:-36 23 I wish, as Mr. Goldberg did, to

-01:-41:-33 24 thank Mr. Lifshitz and Ms. Furst for their

-01:-41:-28 25 cooperative and collaborative approach to

-01:-41:-26 1 the formulation of the protocol in working
-01:-41:-24 2 through it. As it's recited in the motion,
-01:-41:-19 3 Your Honor, as Mr. Goldberg and I have both
-01:-41:-17 4 reported at the prior status conferences,
-01:-41:-14 5 drafts of the protocol were circulated to
-01:-41:-12 6 all known interested parties.

-01:-41:-09 7 Many provided input in writing and
-01:-41:-04 8 suggested revisions, and a large group,
-01:-41:-01 9 perhaps 25 people, participated about ten
-01:-40:-58 10 days ago in a conference call to discuss
-01:-40:-56 11 open issues, and what is before you is the
-01:-40:-53 12 product of the collaboration between all of
-01:-40:-52 13 those parties and final determinations made
-01:-40:-49 14 by the receiver with input from class
-01:-40:-46 15 counsel on what comments to accept and what
-01:-40:-43 16 comments not to accept.

-01:-40:-42 17 As of this moment, Your Honor,
-01:-40:-40 18 I believe, and I will learn from my
-01:-40:-35 19 colleagues representing interested parties,
-01:-40:-33 20 that the protocol is not subject of any
-01:-40:-29 21 objection by any party other than the Town
-01:-40:-26 22 of Surfside. I'm sure my colleagues will
-01:-40:-23 23 correct me if that's wrong.

-01:-40:-22 24 So let me tell you what's not before
-01:-40:-20 25 the Court in this stipulated protocol.

-01:-40:-14 1 What's not before the Court today but
-01:-40:-12 2 instead will be before the Court in future
-01:-40:-09 3 motions for approval of subsequent
-01:-40:-06 4 protocols is anything having to do with
-01:-40:-04 5 destructive testing. That will be what
-01:-40:-01 6 some have referred to in this process as
-01:-39:-59 7 Phase II of the inspection and testing
-01:-39:-56 8 protocols.

-01:-39:-56 9 And what's not before the Court
-01:-39:-54 10 today is anything having to do with
-01:-39:-50 11 inspection and testing of any sort in
-01:-39:-47 12 respect of what is referred to as the
-01:-39:-40 13 Champlain Towers South off-site remnants.
-01:-39:-36 14 Those, Your Honor, as Your Honor is aware,
-01:-39:-33 15 are being stored in a warehouse being
-01:-39:-32 16 maintained by Miami-Dade County off site,
-01:-39:-29 17 not on the property on Collins Avenue.

-01:-39:-29 18 So the protocol provides that when
-01:-39:-24 19 Mr. Goldberg is provided possession of the
-01:-39:-20 20 property, and Miami-Dade County
-01:-39:-15 21 relinquishes control of it, he will
-01:-39:-13 22 promptly begin the work of preparing for
-01:-39:-09 23 participants, the plaintiffs as a single
-01:-39:-05 24 participant, referred to in the protocol as
-01:-39:-03 25 a "designee," and each of the defendants or

-01:-39:-01 1 likely defendants or interested parties,
-01:-38:-59 2 likewise referred to as a participant, to
-01:-38:-56 3 visit the site.

-01:-38:-54 4 Visiting the site is proposed under
-01:-38:-51 5 the protocol to take place on four
-01:-38:-48 6 consecutive days after the site is ready
-01:-38:-46 7 for the inspections and noninvasive,
-01:-38:-43 8 nondestructive testing to begin at 7 a.m.
-01:-38:-39 9 each day for four conservative days for a
-01:-38:-34 10 period of ten hours per day with provisions
-01:-38:-31 11 as to what to do if there are weather or
-01:-38:-29 12 other conditions that interrupt the testing
-01:-38:-26 13 on any particular day.

-01:-38:-25 14 The protocol gives Mr. Goldberg the
-01:-38:-23 15 discretion to allow for other and further
-01:-38:-19 16 testing after the conclusion of these four
-01:-38:-16 17 days in his discretion and also provides,
-01:-38:-13 18 Your Honor, any party in interest with
-01:-38:-09 19 concerns about Mr. Goldberg's decision
-01:-38:-06 20 regarding whether to allow for further and
-01:-38:-02 21 additional testing to seek relief from this
-01:-37:-58 22 Court.

-01:-37:-58 23 If I could ask Ms. Diaz to scroll
-01:-37:-55 24 through Page 2, and in particular the
-01:-37:-50 25 middle paragraph that starts with, "The

1 details," and scroll down a bit further,
2 please. Thank you. That's fine.

3 Your Honor, this protocol also
4 provides for any reason at any time for any
5 participant to file a motion before you
6 seeking amendments to or revisions to the
7 protocol. And, of course, Your Honor,
8 it provides explicitly for the Court's
9 authority to amend the protocol sua sponte
10 at any time the Court considers
11 it appropriate to do so.

12 If we can go to the next page and
13 the carryover Paragraph 1. In order for
14 there to be no ambiguity or concern, the
15 last sentence of the carryover Paragraph 1
16 at the top of Page 3 provides explicitly
17 that all inspections shall be conducted in
18 accordance with applicable health and
19 safety laws and protocols.

20 I raise that now, Your Honor,
21 because what I expect you're going to hear
22 from my colleague, Mr. Hockman, on behalf
23 of the Town of Surfside, is the Town of
24 Surfside's concerns about applicable laws
25 being -- laws and rules and regulations

-01:-36:-39 1 being complied with.

-01:-36:-38 2 So prior to the commencement of the
-01:-36:-31 3 inspection, and this picks up in
-01:-36:-29 4 Paragraph 2 -- if Ms. Diaz will scroll
-01:-36:-27 5 down, thank you -- each participant will be
-01:-36:-23 6 granted, subject to state, local, and
-01:-36:-20 7 federal rules, access to the air rights in
-01:-36:-16 8 order if it wishes to, each participant
-01:-36:-12 9 wishes to fly a drone with Lidar and other
-01:-36:-08 10 testing equipment over the site to prepare
-01:-36:-06 11 for each participant's individual
-01:-36:-04 12 inspection protocol that it wishes to
-01:-36:00 13 employ for its own benefit.

-01:-35:-58 14 It also provides very clearly,
-01:-35:-55 15 Your Honor, that Mr. Goldberg, on behalf of
-01:-35:-50 16 the receivership estate, will, in advance
-01:-35:-47 17 of the commencement of the four-day
-01:-35:-43 18 inspection periods, himself arrange for a
-01:-35:-40 19 drone flight and will provide the video
-01:-35:-37 20 from the drone flight to all participants,
-01:-35:-33 21 including those who do not wish to incur
-01:-35:-29 22 the expense of having their own drone
-01:-35:-27 23 flights to prepare for their site
-01:-35:-25 24 inspections in order -- at the receivership
-01:-35:-23 25 estates' expense to view the receiver's

-01:-35:-16 1 video from its drone flight, and that will
-01:-35:-14 2 be provided to every participant without
-01:-35:-12 3 expense, both those known now and any that
-01:-35:-09 4 become known to the receiver or any other
-01:-35:-06 5 party in the future.

-01:-35:-05 6 The mechanics of the protocol start,
-01:-34:-58 7 Your Honor, on Paragraph 4, and in
-01:-34:-54 8 Paragraph 4 on Page 4, there are
-01:-34:-50 9 requirements for each participant's
-01:-34:-44 10 designee to enter upon the property.

-01:-34:-42 11 THE COURT: Mr. Singerman.

-01:-34:-38 12 MR. SINGERMAN: Yes, sir.

-01:-34:-37 13 THE COURT: I don't need to get this
-01:-34:-35 14 deep into the weeds on the particulars of
-01:-34:-32 15 the protocol. It's been agreed upon by all
-01:-34:-29 16 interested parties. Just give me the big
-01:-34:-26 17 picture.

-01:-34:-21 18 So when does the receiver anticipate
-01:-34:-18 19 getting custody of the property? Are
-01:-34:-16 20 we still looking at another couple of
-01:-34:-13 21 weeks, two to three weeks?

-01:-34:-11 22 MR. SINGERMAN: Yes, the most recent
-01:-34:-10 23 data that Mr. Goldberg has from the County,
-01:-34:-08 24 Your Honor, is on or about September 15th.

-01:-34:-06 25 MR. GOLDBERG: It may be a little --

-01:-34:-03 1 it may be a little later, Your Honor,
-01:-34:-03 2 because the bracing work needs to be done,
-01:-33:-58 3 and I apologize to Mr. Singerman, I was
-01:-33:-57 4 going to bring that up in connection with
-01:-33:-55 5 the bracing motion. It's probably going to
-01:-33:-53 6 be more towards the end of September.

-01:-33:-50 7 THE COURT: All right. So these
-01:-33:-49 8 inspections, that are called for by this
-01:-33:-46 9 initial protocol, should be able to begin
-01:-33:-44 10 towards the back end of September. Is that
-01:-33:-42 11 what we're looking at?

-01:-33:-40 12 MR. SINGERMAN: Yes, Your Honor,
-01:-33:-39 13 assuming that Mr. Goldberg assumes
-01:-33:-37 14 possession shortly after September 15th.

-01:-33:-34 15 THE COURT: Now, is there -- what is
-01:-33:-33 16 left on the site? My understanding is all
-01:-33:-30 17 the construction debris has been removed at
-01:-33:-25 18 this point. Is it basically a vacant site
-01:-33:-20 19 that is just covered with the topsoil at
-01:-33:-17 20 this point, or are there still construction
-01:-33:-13 21 materials or pilings underneath the
-01:-33:-12 22 surface? What is there now?

-01:-33:-10 23 MR. SINGERMAN: Your Honor, may
-01:-33:-09 24 I defer to Mr. Goldberg? He has been to
-01:-33:-06 25 the site multiple times, so I think he can

-01:-33:-04 1 give you the most direct answer.

-01:-33:-02 2 MR. GOLDBERG: Your Honor, also in
-01:-33:-01 3 connection with the bracing motion, I'm
-01:-32:-59 4 going to show you some pictures of the site
-01:-32:-58 5 in its current condition, but it's down to
-01:-32:-56 6 the cement layer. You'll see columns
-01:-32:-50 7 coming out of the site with rebar, and
-01:-32:-45 8 then -- I'm not an expert in engineering,
-01:-32:-44 9 but there's this whole substructure below
-01:-32:-41 10 the site that is going to be -- that goes
-01:-32:-37 11 all the way down to the bedrock.

-01:-32:-34 12 Certainly, the engineers on this
-01:-32:-32 13 call could educate you a little better on
-01:-32:-30 14 that, but from a layperson's perspective,
-01:-32:-27 15 you see the cement. There's no debris on
-01:-32:-22 16 the site anymore, and you see a bunch of
-01:-32:-20 17 cut-off or destructive, for lack of a
-01:-32:-16 18 better term, pilings coming out of the site
-01:-32:-15 19 and rebar coming out of the side walls.
-01:-32:-13 20 I will show some pictures.

-01:-32:-11 21 THE COURT: All right. This
-01:-32:-10 22 protocol -- this protocol, as I understand
-01:-32:-09 23 it, is limited to visual inspection?

-01:-32:-06 24 MR. SINGERMAN: Your Honor,
-01:-32:-05 25 if I may, the protocol does allow for

-01:-32:-01 1 touching of the on-site remains provided
-01:-31:-53 2 that the touching does not cause damage
-01:-31:-51 3 from an evidentiary perspective,
-01:-31:-47 4 measurement, but no invasive or destructive
-01:-31:-43 5 testing.

-01:-31:-42 6 THE COURT: So nobody can break into
-01:-31:-40 7 the rebar, chip away at the construction --
-01:-31:-35 8 at the concrete that's remaining, no
-01:-31:-32 9 disruption of any type?

-01:-31:-30 10 MR. SINGERMAN: That is correct,
-01:-31:-29 11 Your Honor, no destruction of any type.

-01:-31:-22 12 THE COURT: Okay. So give me --
-01:-31:-21 13 Mr. Singerman, finish off giving me the
-01:-31:-16 14 highlights of the inspection protocol.
-01:-31:-14 15 Just the big picture.

-01:-31:-13 16 MR. SINGERMAN: The very big
-01:-31:-11 17 picture, Your Honor, is that, as provided
-01:-31:-09 18 for in the protocol in Paragraph 4, each
-01:-31:-06 19 participant will provide 48 hours notice of
-01:-31:-03 20 its designees. When the designees appear,
-01:-31:00 21 they will need to provide identification,
-01:-30:-57 22 sign a waiver and hold harmless agreement
-01:-30:-51 23 with respect to their entry onto the site.

-01:-30:-51 24 THE COURT: Who will they do that
-01:-30:-50 25 with. There will be a representative of

-01:-30:-48 1 the receiver on site during that four-day
-01:-30:-44 2 period?

-01:-30:-43 3 MR. SINGERMAN: Yes, sir, during the
-01:-30:-42 4 entirety of the testing period, there will
-01:-30:-40 5 be a representative of the receiver.

-01:-30:-38 6 THE COURT: Okay.

-01:-30:-38 7 MR. SINGERMAN: And the engineering
-01:-30:-37 8 component, the engineering team members or
-01:-30:-35 9 designees will also need to provide
-01:-30:-32 10 evidence of insurance listing the
-01:-30:-29 11 receivership estate as an additional
-01:-30:-25 12 insured in an amount not less than
-01:-30:-24 13 \$2 million.

-01:-30:-22 14 The documents or evidence gathered
-01:-30:-17 15 and the results of the inspections,
-01:-30:-15 16 if there is a dispute as between the
-01:-30:-12 17 participants in connection with access to
-01:-30:-08 18 each party's evidence --

-01:-30:-06 19 THE COURT: Well, before we get
-01:-30:-04 20 that, how would evidence be gathered? In
-01:-30:-01 21 other words, if there's no destructive
-01:-29:-59 22 testing and you can't do anything to
-01:-29:-57 23 disrupt the site, that to me suggests there
-01:-29:-54 24 will not be any gathering of anything. So
-01:-29:-50 25 what is it the parties are going to be

-01:-29:-48 1 allowed to gather if they can't do anything
-01:-29:-44 2 that's destructive in nature?

-01:-29:-42 3 MR. SINGERMAN: Your Honor, there
-01:-29:-41 4 are two different forms of testing that,
-01:-29:-39 5 I think, will, and I will defer to my
-01:-29:-37 6 colleagues who will be handling the
-01:-29:-35 7 construction litigation, that at least two
-01:-29:-32 8 different forms of testing will, in fact,
-01:-29:-29 9 generate what may be evidence and what may
-01:-29:-27 10 be material evidence.

-01:-29:-26 11 The first is the Lidar testing that
-01:-29:-23 12 is referred to in the motion. Lidar is an
-01:-29:-18 13 acronym for Light Detecting and Ranging,
-01:-29:-14 14 and that is a source -- a technology to
-01:-29:-11 15 help with measurements, including substrata
-01:-29:-06 16 below the ground measurements, below the
-01:-29:-02 17 surface measurements.

-01:-29:00 18 There's other form of testing
-01:-28:-58 19 contemplated by the protocol, this
-01:-28:-56 20 protocol, that deals with FARO scans.
-01:-28:-53 21 Those are nondestructive technological
-01:-28:-48 22 testing particularly seeking ferrous
-01:-28:-45 23 material such as rebar in concrete to allow
-01:-28:-42 24 people to formulate impressions and gather
-01:-28:-39 25 evidence with respect to the status of the

-01:-28:-37 1 concrete infrastructure and the supporting
-01:-28:-34 2 rebar.

-01:-28:-32 3 So there is testing, as
-01:-28:-30 4 we understand it, Your Honor, that's
-01:-28:-28 5 important to the plaintiffs and the
-01:-28:-25 6 defendants that is nondestructive that may
-01:-28:-19 7 be material. I'm sorry, if you're having a
-01:-28:-15 8 hard time hearing me, I think --

-01:-28:-15 9 THE COURT: Yeah, I need to mute
-01:-28:-14 10 somebody. Gabriel or somebody is talking
-01:-28:-11 11 in their home.

-01:-28:-09 12 All right. So you're not talking
-01:-28:-08 13 about -- you're talking about the results
-01:-28:-04 14 of nondestructive testing?

-01:-28:-01 15 MR. SINGERMAN: That's precisely
-01:-27:-59 16 correct, Judge.

-01:-27:-59 17 THE COURT: Okay. All right.

-01:-27:-57 18 MR. SINGERMAN: And what I was
-01:-27:-56 19 mentioning, and, Judge, I will make my way
-01:-27:-53 20 through this. I wanted to ensure that you
-01:-27:-50 21 and any party in interest and any of the
-01:-27:-48 22 victims had a thorough understanding, let
-01:-27:-46 23 me quickly conclude.

-01:-27:-45 24 As I was beginning to say in
-01:-27:-43 25 Paragraph 7 of the protocol, Judge, there

-01:-27:-41 1 is an explicit provision that allows for
-01:-27:-37 2 Your Honor to resolve any disputes that may
-01:-27:-36 3 arise between the participants and with
-01:-27:-32 4 respect to the discoverability of each
-01:-27:-30 5 participants' respective testing and any
-01:-27:-27 6 privileges or work product claims that may
-01:-27:-25 7 attach to it.

-01:-27:-23 8 Judge, I think that --

-01:-27:-19 9 THE COURT: Well, I assume at this
-01:-27:-18 10 point that whatever testing parties do or
-01:-27:-14 11 potential parties do would be their work
-01:-27:-11 12 product or clearly reasonably anticipate
-01:-27:-06 13 litigation. We're all in litigation. So,
-01:-27:-03 14 yeah, I was going to ask about that.

-01:-27:-01 15 So this is fine. You'll just be
-01:-26:-58 16 governed by the normal rules of civil
-01:-26:-56 17 procedure and case law regarding work
-01:-26:-53 18 product privilege, but, obviously, those
-01:-26:-50 19 privileges are retained.

-01:-26:-48 20 MR. SINGERMAN: Yes, sir, and the
-01:-26:-47 21 protocol in Paragraph 7 expressly addresses
-01:-26:-43 22 this issue and preserves the rights of
-01:-26:-40 23 parties to assert any applicable privilege.

-01:-26:-35 24 Your Honor, if I may, let me skip to
-01:-26:-32 25 what I think is an issue that the parties

-01:-26:-27 1 are going to ask you to weigh in on and
-01:-26:-25 2 help with, and that goes to Paragraph 13,
-01:-26:-22 3 Your Honor. Paragraph 13 addresses access
-01:-26:-15 4 rights by Miami-Dade County and by the Town
-01:-26:-07 5 of Surfside.

-01:-26:-07 6 I rather expect, Your Honor, that
-01:-26:-06 7 after Miami-Dade County releases possession
-01:-26:-01 8 of the site to Mr. Goldberg, that it will
-01:-25:-59 9 have no longer any compelling interest in
-01:-25:-54 10 returning to the site, but notwithstanding,
-01:-25:-51 11 in Paragraph 13 we provide, especially with
-01:-25:-45 12 respect to the Town of Surfside, given that
-01:-25:-44 13 it has acknowledged that it is a likely
-01:-25:-41 14 defendant in this litigation, that
-01:-25:-40 15 if it wishes to access the site outside of
-01:-25:-36 16 the parameters of the protocol, it will
-01:-25:-33 17 file a motion, and it can seek an emergency
-01:-25:-29 18 hearing describing the life safety issues
-01:-25:-26 19 with reasonable specificity that are
-01:-25:-23 20 compelling it to seek this relief, that is,
-01:-25:-20 21 access to the site outside the parameters
-01:-25:-17 22 of the protocol.

-01:-25:-16 23 We further provide that except in
-01:-25:-12 24 circumstances in which the movant, whether
-01:-25:-10 25 it's the County or the Town of Surfside or

-01:-25:-08 1 any other governmental entity, and its
-01:-25:-05 2 counsel certify as a life-threatening
-01:-25:00 3 emergency at the site, neither Miami-Dade
-01:-24:-57 4 County nor the Town of Surfside shall enter
-01:-24:-56 5 the site until the Court has adjudicated
-01:-24:-53 6 the subject motion. We're trying, Your
-01:-24:-51 7 Honor, to balance the following --

-01:-24:-48 8 THE COURT: I'm assuming they can go
-01:-24:-47 9 to the receiver first and -- this is only
-01:-24:-44 10 in the event there's a dispute with the
-01:-24:-42 11 receiver?

-01:-24:-41 12 MR. SINGERMAN: Yes, sir,
-01:-24:-40 13 Your Honor.

-01:-24:-40 14 THE COURT: Okay.

-01:-24:-37 15 MR. SINGERMAN: Judge, this will be
-01:-24:-35 16 my summary of this issue, the receiver has
-01:-24:-31 17 and will continue to work collaboratively
-01:-24:-28 18 with the Town of Surfside and every other
-01:-24:-24 19 defendant in this case, and we have spent
-01:-24:-22 20 more time with counsel for the Town of
-01:-24:-20 21 Surfside on this protocol than any other
-01:-24:-18 22 participant, proposed participant, or
-01:-24:-15 23 constituent.

-01:-24:-13 24 We have endeavored to reach an
-01:-24:-10 25 agreement that advances the receiver's

-01:-24:-07 1 interest of, one, ensuring compliance with
-01:-24:-04 2 Your Honor's order requiring the
-01:-24:-02 3 preservation of access; two, allowing the
-01:-24:00 4 receiver to exercise doing it in control,
-01:-23:-57 5 which is his mandate under Your Honor's
-01:-23:-54 6 order appointing him with respect to the
-01:-23:-51 7 site, land, three, recognizing the
-01:-23:-49 8 receiver -- to engage in all of his work,
-01:-23:-43 9 including site access protocol, in
-01:-23:-43 10 accordance with applicable law, which is
-01:-23:-41 11 the first point that I made. Against
-01:-23:-39 12 these --

-01:-23:-38 13 THE COURT: Hold on a second,
-01:-23:-38 14 Mr. Singerman. Guys, I'm getting a lot of
-01:-23:-34 15 talking from -- it sounds like people's
-01:-23:-31 16 apartments or homes. If you're not
-01:-23:-30 17 speaking, I need you all to be on mute so
-01:-23:-28 18 you do not disrupt the hearing. So,
-01:-23:-25 19 please, if you're in your homes and you're
-01:-23:-22 20 observing the hearing, please put yourself
-01:-23:-18 21 on mute so as not to disrupt the process.
-01:-23:-14 22 Thank you. Okay.

-01:-23:-07 23 MR. SINGERMAN: Your Honor, I was
-01:-23:-06 24 concluding by saying we are endeavoring to
-01:-23:-03 25 balance these interests, that is,

-01:-23:-03 1 Mr. Goldberg's compliance with Your Honor's
-01:-23:-01 2 order on evidence preservation, the mandate
-01:-22:-57 3 of Your Honor's order appointing
-01:-22:-55 4 Mr. Goldberg as receiver to have control
-01:-22:-52 5 over the site, and to have some ability to
-01:-22:-47 6 control ingress and egress to the site.

-01:-22:-45 7 The Town of Surfside, apparently --
-01:-22:-41 8 you're going to hear from Mr. Hockman,
-01:-22:-39 9 I believe, or Mr. Recio or Ms. Arango,
-01:-22:-35 10 believes that somehow Paragraph 13 is
-01:-22:-32 11 impairing its legal rights.

-01:-22:-25 12 We asked over a week ago for
-01:-22:-22 13 authority offered by the Town or relied
-01:-22:-19 14 upon by the Town that would support that
-01:-22:-17 15 anything in this protocol impairs its
-01:-22:-15 16 rights, the Town of Surfside's rights.
-01:-22:-12 17 We haven't received any such authority.

-01:-22:-05 18 We wish to proceed collaboratively.
-01:-22:-03 19 We don't wish to take Your Honor's time
-01:-22:00 20 resolving unnecessary disputes, but we also
-01:-21:-59 21 know, Your Honor, that the Town of Surfside
-01:-21:-58 22 is likely to be a defendant here and
-01:-21:-56 23 approaches this protocol in these multiple
-01:-21:-53 24 capacities.

-01:-21:-49 25 So having provided explicitly that

-01:-21:-46 1 we are proceeding in accordance with all
-01:-21:-45 2 the law, having a provision for the Town of
-01:-21:-42 3 Surfside, and shame on me, Your Honor,
-01:-21:-40 4 I could have been clearer in Paragraph 13
-01:-21:-37 5 in the drafting to provide that this
-01:-21:-37 6 paragraph applies only in respect of the
-01:-21:-34 7 possibility of a dispute between the
-01:-21:-33 8 receiver and the Town or any other
-01:-21:-31 9 governmental entity for access. It's
-01:-21:-28 10 certainly implicit.

-01:-21:-26 11 But we don't wish, Your Honor, to be
-01:-21:-23 12 back in a situation we were in earlier in
-01:-21:-19 13 this case where the Town of Surfside,
-01:-21:-18 14 through one of its retained experts,
-01:-21:-15 15 claimed that there were emergency
-01:-21:-13 16 conditions involving the site, didn't
-01:-21:-10 17 specify at the site, which resulted in the
-01:-21:-05 18 need for immediate access to the site.
-01:-21:-03 19 Later the Town of Surfside pulled back from
-01:-21:-01 20 that position, and no such emergency was
-01:-20:-59 21 ever later raised.

-01:-20:-56 22 So, Judge, I'm happy to answer any
-01:-20:-53 23 questions --

-01:-20:-53 24 THE COURT: What we'll do, I want to
-01:-20:-52 25 hear from the Town, but what you'll do in

-01:-20:-48 1 this paragraph is after the words, "As the
-01:-20:-46 2 case may be," and "if denied access by the
-01:-20:-39 3 receiver." In other words, I'm not going
-01:-20:-36 4 to be involved unless the Town or the
-01:-20:-33 5 County seeks access for a circumstance
-01:-20:-28 6 implicating a life safety concern and the
-01:-20:-23 7 receiver rejects the request for access.

-01:-20:-20 8 MR. SINGERMAN: Yes, sir. I'll add
-01:-20:-18 9 that amendment, Your Honor.

-01:-20:-17 10 THE COURT: Okay.

-01:-20:-17 11 MR. SINGERMAN: Yes, sir.

-01:-20:-16 12 THE COURT: Now, let me hear from --
-01:-20:-14 13 let's just play this out for a second.
-01:-20:-11 14 Obviously, if something happens on the
-01:-20:-10 15 property, let's say somebody out there is
-01:-20:-05 16 injured in a non-life-threatening way,
-01:-20:-02 17 there's a broken leg, and the Town wants to
-01:-20:00 18 send its emergency personnel in, is there
-01:-19:-56 19 always somebody on site that's under the
-01:-19:-51 20 receiver's direction that would similarly
-01:-19:-48 21 allow access?

-01:-19:-47 22 MR. SINGERMAN: Yes, Your Honor.

-01:-19:-46 23 THE COURT: There is. So there's
-01:-19:-45 24 going to be somebody, the security or
-01:-19:-43 25 whoever is there, is going to be 24/7. So

-01:-19:-40 1 if somebody -- if the Town of Surfside's
-01:-19:-37 2 emergency medics came in to attend to
-01:-19:-35 3 somebody who fell and broke their leg
-01:-19:-31 4 hypothetically, there would be somebody
-01:-19:-29 5 there that would simply exercise the
-01:-19:-27 6 receiver's authority and allow access,
-01:-19:-24 7 right?

-01:-19:-24 8 MR. SINGERMAN: Yes, sir,
-01:-19:-23 9 Mr. Goldberg has arranged for 24/7 security
-01:-19:-20 10 by a County-approved contractor.

-01:-19:-18 11 THE COURT: Okay. Before I hear
-01:-19:-13 12 from the Town of Surfside, any other
-01:-19:-11 13 aspects of this agreed-upon protocol? When
-01:-19:-09 14 I say, "agreed-upon," I'm talking about,
-01:-19:-07 15 obviously, only those parties who agree,
-01:-19:-05 16 that you want to bring to my attention,
-01:-19:-03 17 Mr. Singerman?

-01:-19:-02 18 MR. SINGERMAN: No, Your Honor, but
-01:-19:-01 19 I'm happy to answer any questions that you
-01:-18:-59 20 have.

-01:-18:-55 21 THE COURT: And this has nothing to
-01:-18:-54 22 do with any of the off-site evidence?

-01:-18:-52 23 MR. SINGERMAN: That's correct, Your
-01:-18:-51 24 Honor, explicitly has nothing to do with
-01:-18:-48 25 any of the off-site evidence.

-01:-18:-46 1 THE COURT: Okay. But we need a
-01:-18:-45 2 protocol for that as well, as it appears to
-01:-18:-43 3 me that some of that evidence may be as
-01:-18:-41 4 important or probative if not more
-01:-18:-39 5 important or probative than the evidence
-01:-18:-36 6 remaining on site.

-01:-18:-35 7 So what are we doing -- before
-01:-18:-33 8 I turn to the Town of Surfside, what are
-01:-18:-31 9 we doing to move the ball in terms of
-01:-18:-29 10 inspection protocol for the off-site
-01:-18:-27 11 materials?

-01:-18:-25 12 MR. GOLDBERG: Your Honor, I can
-01:-18:-25 13 answer that. I have been in constant
-01:-18:-21 14 communication with the State Attorney's
-01:-18:-17 15 Office, and we will start working on a
-01:-18:-14 16 similar protocol to get access to the
-01:-18:-11 17 off-site evidence. We expect to that have
-01:-18:-07 18 protocol followed up in the next couple of
-01:-18:-04 19 weeks.

-01:-18:-04 20 THE COURT: Is that evidence in the
-01:-18:-02 21 custody of the state attorney pursuant to a
-01:-18:00 22 criminal investigation?

-01:-17:-59 23 MR. GOLDBERG: That's my
-01:-17:-58 24 understanding, Your Honor. It is in the
-01:-17:-57 25 custody of the state attorney, being housed

-01:-17:-55 1 in a County warehouse, and there is also a
-01:-17:-50 2 secondary outside site that is deemed of
-01:-17:-46 3 secondary relevance by the state attorney
-01:-17:-43 4 and the County, but obviously the experts
-01:-17:-40 5 on this Zoom may have a different viewpoint
-01:-17:-35 6 of what is critical versus noncritical
-01:-17:-31 7 evidence, and we will make both sites
-01:-17:-28 8 available to the experts pursuant to a
-01:-17:-25 9 similar protocol to this as I'm discussing
-01:-17:-22 10 with the state attorney to get access.

-01:-17:-18 11 THE COURT: All right. Can somebody
-01:-17:-16 12 remove this from the screen, please. Who
-01:-17:-14 13 wants to be heard on behalf of any party
-01:-17:-12 14 that has any objection to the protocol
-01:-17:-08 15 that's been proposed to the Court to be
-01:-17:-05 16 incorporated into an order of the Court,
-01:-17:-02 17 who would like to be heard?

-01:-16:-59 18 MR. HOCKMAN: Good morning,
-01:-16:-58 19 Your Honor. Eric Hockman on behalf of the
-01:-16:-56 20 Town of Surfside.

-01:-16:-55 21 THE COURT: Mr. Hockman, good
-01:-16:-53 22 morning.

-01:-16:-52 23 MR. HOCKMAN: Good morning,
-01:-16:-51 24 Your Honor. As Mr. Singerman represented,
-01:-16:-50 25 the Town has been trying to work with the

-01:-16:-48 1 receiver cooperatively to reach this
-01:-16:-45 2 protocol, and in almost every respect
-01:-16:-43 3 there's no real issue with it. The only
-01:-16:-40 4 issue concerns Paragraph 13, as
-01:-16:-39 5 Mr. Singerman pointed out.

-01:-16:-35 6 We understand the receiver's
-01:-16:-35 7 concerns, and we understand the issues with
-01:-16:-32 8 access, though I would point out the County
-01:-16:-31 9 has had access and has been taking all
-01:-16:-29 10 sorts of actions up to this point exclusive
-01:-16:-26 11 of the other parties.

-01:-16:-25 12 Mr. Singerman is correct that at one
-01:-16:-23 13 point our expert sought to do some
-01:-16:-20 14 destructive testing in the nature of -- in
-01:-16:-17 15 the nature of --

-01:-16:-15 16 Somebody on Carlos's iPhone needs to
-01:-16:-12 17 mute, please.

-01:-16:-12 18 THE COURT: I'll mute them.

-01:-16:-10 19 MR. HOCKMAN: -- in the nature of
-01:-16:-09 20 trying to determine what the soil
-01:-16:-08 21 conditions are below that. Your Honor,
-01:-16:-06 22 I've been before you many times. You know
-01:-16:-04 23 I understand these evidence and spoliation
-01:-16:-04 24 rules, there is no way I'm going to let the
-01:-16:-01 25 Town jump the line. That won't happen.

-01:-15:-58 1 We tried to address that concern
-01:-15:-57 2 with the receiver, but we only saw
-01:-15:-54 3 Paragraph 13 on Monday evening, and we had
-01:-15:-52 4 yesterday to work our way through it, so
-01:-15:-50 5 unfortunately there still remains to be a
-01:-15:-47 6 dispute.

-01:-15:-47 7 Our fundamental concern, to get
-01:-15:-45 8 straight to the point, our fundamental
-01:-15:-42 9 concern is what the receiver has drafted
-01:-15:-40 10 here requires a government entity, either
-01:-15:-37 11 the County or the Town, to seek judicial
-01:-15:-35 12 review in advance of acting. Neither the
-01:-15:-31 13 County nor the Town has to seek judicial
-01:-15:-29 14 review of legislative or executive
-01:-15:-29 15 functions, which is what we're talking
-01:-15:-25 16 about here, emergency powers, permit
-01:-15:-23 17 powers, building official powers. To do so
-01:-15:-21 18 is a violation of Article 2, Section --

-01:-15:-18 19 THE COURT: But we're only talking
-01:-15:-16 20 about entry powers. In other words,
-01:-15:-15 21 permitting, things that the City does off
-01:-15:-11 22 site related to this property would not be
-01:-15:-10 23 impacted by my order. I assume we're only
-01:-15:-06 24 talking about physical entry.

-01:-15:-04 25 Does the Town have an unfettered

-01:-15:-01 1 right to physically enter private property?

-01:-14:-58 2 MR. HOCKMAN: Potentially,
-01:-14:-56 3 Your Honor.

-01:-14:-56 4 THE COURT: Under what circumstances
-01:-14:-55 5 does a governmental entity have the
-01:-14:-52 6 unfettered right to physical access to
-01:-14:-48 7 private property?

-01:-14:-47 8 MR. HOCKMAN: Emergency inspections,
-01:-14:-45 9 for example, Your Honor. This site is,
-01:-14:-43 10 without question, an unsafe structure,
-01:-14:-40 11 especially as it sits here today.

-01:-14:-39 12 THE COURT: Is it a structure at all
-01:-14:-37 13 as it sits today?

-01:-14:-35 14 MR. HOCKMAN: It is, Your Honor.
-01:-14:-35 15 There's a foundation, there are walls,
-01:-14:-33 16 there's pressure on those walls coming from
-01:-14:-32 17 the soil and from the water. There was a
-01:-14:-30 18 concern expressed by our expert not long
-01:-14:-26 19 ago about the possibility of the collapse
-01:-14:-25 20 of a wall that could affect --

-01:-14:-24 21 THE COURT: So if I live in
-01:-14:-23 22 Surfside, and I have a home in Surfside,
-01:-14:-20 23 and the Town of Surfside believed that
-01:-14:-19 24 I have an unsafe structure, they have a
-01:-14:-16 25 right with no notice, with no nothing to

-01:-14:-11 1 walk onto my property and start examining
-01:-14:-08 2 my home?

-01:-14:-07 3 MR. HOCKMAN: Depending on the
-01:-14:-05 4 circumstances, Your Honor, yes, they would,
-01:-14:-03 5 especially if we had to make emergency
-01:-14:-01 6 entry to correct a life safety health
-01:-13:-59 7 issue, which is what we're talking about
-01:-13:-57 8 here. We don't have a problem, generally
-01:-13:-55 9 speaking, with cooperating with this
-01:-13:-53 10 protocol, with working with the receiver.
-01:-13:-51 11 What we can't do is abdicate our emergency
-01:-13:-48 12 powers, however they may apply in this
-01:-13:-46 13 case, which is very unlikely at this stage,
-01:-13:-43 14 but they could apply. We can't abdicate
-01:-13:-40 15 that to judicial prior review.

-01:-13:-39 16 Essentially, what that would do is
-01:-13:-38 17 violate the separation of powers. We have
-01:-13:-36 18 the right to act as a legislative and
-01:-13:-34 19 executive body without court review in
-01:-13:-32 20 advance. Certainly, court reviews exist
-01:-13:-28 21 after the fact. Certainly, we have no
-01:-13:-26 22 interest, and I can represent this to you
-01:-13:-25 23 as an officer of the court.

-01:-13:-24 24 THE COURT: So you believe you have
-01:-13:-23 25 a right to go on that property for any --

-01:-13:-18 1 basically, what you're arguing is you have
-01:-13:-16 2 a right to go on to that property for any
-01:-13:-11 3 governmental purpose?

-01:-13:-10 4 MR. HOCKMAN: Within the
-01:-13:-09 5 restrictions of the law, Your Honor, yes.
-01:-13:-08 6 There are circumstances which we could not
-01:-13:-05 7 possibly understand right now, and to which
-01:-13:-03 8 we can only hypothetically speculate that
-01:-12:-59 9 may implicate this. It is extremely
-01:-12:-58 10 unlikely. I'm having a hard time even
-01:-12:-56 11 coming up --

-01:-12:-56 12 THE COURT: Of course the way the
-01:-12:-55 13 order is going to be drafted is that you
-01:-12:-53 14 only have a judicial review if the receiver
-01:-12:-48 15 denies you access, right?

-01:-12:-46 16 MR. HOCKMAN: But that puts the
-01:-12:-44 17 receiver in a position of challenging our
-01:-12:-42 18 authority in advance, Your Honor.

-01:-12:-41 19 THE COURT: Isn't any property --
-01:-12:-40 20 well, okay. You know, Mr. Hockman, this is
-01:-12:-37 21 a little bit unique circumstances, because
-01:-12:-35 22 the Town of Surfside not only is the
-01:-12:-31 23 governmental entity with jurisdiction over
-01:-12:-29 24 the property, it's a potential defendant in
-01:-12:-26 25 the case, and the property is an

-01:-12:-22 1 evidentiary site involving litigation, so
-01:-12:-18 2 this is a little bit of a unique
-01:-12:-14 3 circumstance.

-01:-12:-14 4 Obviously, if you need to get on
-01:-12:-12 5 there for life safety or safety purposes,
-01:-12:-08 6 the receiver will be there 24/7, and
-01:-12:-05 7 if there's any justifiable reason for you
-01:-12:-02 8 to gain access, I assume the receiver is
-01:-11:-59 9 going to permit the access. So this
-01:-11:-57 10 protocol only comes into play if the Town
-01:-11:-54 11 of Surfside wants to go on there for
-01:-11:-52 12 something it claims to be an emergency, and
-01:-11:-48 13 the receiver denies that any emergency
-01:-11:-47 14 exists at all.

-01:-11:-45 15 I think that would be -- I mean,
-01:-11:-43 16 I can't even contemplate what that
-01:-11:-41 17 circumstance may be. It sounds completely
-01:-11:-38 18 speculative and hypothetical to me.
-01:-11:-36 19 Obviously, if somebody is hurt on site and
-01:-11:-33 20 the Town needs to get in there to assist
-01:-11:-31 21 that person or persons, the receiver is
-01:-11:-28 22 going to permit access.

-01:-11:-25 23 So there's nobody living there now.
-01:-11:-24 24 It's a vacant site that contains evidence.
-01:-11:-19 25 So I'm trying to, you know, aside from

-01:-11:-16 1 people just flexing their authority, what
-01:-11:-14 2 is the practical issue that the Town is
-01:-11:-10 3 concerned of? Give me a hype -- give me
-01:-11:-09 4 some circumstance where the Town would need
-01:-11:-06 5 to get in there and it contemplates the
-01:-11:-04 6 receiver denying access and having to come
-01:-11:-01 7 to the Court.

-01:-11:-01 8 What is the concern, unless we're
-01:-10:-59 9 just here to talk about, you know, who has
-01:-10:-56 10 what authority and debate this academic
-01:-10:-53 11 point?

-01:-10:-51 12 MR. SINGERMAN: Your Honor,
-01:-10:-51 13 if I may --

-01:-10:-50 14 MR. HOCKMAN: I did not interrupt
-01:-10:-48 15 counsel.

-01:-10:-47 16 THE COURT: Hold on. Let
-01:-10:-46 17 Mr. Hockman finish.

-01:-10:-45 18 MR. HOCKMAN: Thank you, Your Honor.

-01:-10:-42 19 THE COURT: Give me the practical
-01:-10:-40 20 issue here, Mr. Hockman.

-01:-10:-38 21 MR. HOCKMAN: Sure. I'm going to
-01:-10:-36 22 catch my partner, Mr. Recio, off guard, but
-01:-10:-33 23 I'm going to ask him to address that, as
-01:-10:-29 24 he's more of an expert on municipal and
-01:-10:-27 25 land use law.

MR. RECIO: Sure. Good morning

Your Honor. So, look, there are different circumstances, such as in one of our conversations with the receiver and his counsel, they represented that they may have some trailers on the site.

Obviously, you said -- Your Honor said that the -- that would require permitting. There may be electrical connections, sewage connections, if one of those presented a life safety issue. If there's a connection -- it is just simply to get on the site to correct that issue, if we cannot -- if we cannot get access to the site otherwise.

This is a -- these are just the kind of situations that arise for government. It has to do with permit enforcement. It has to do with life safety enforcement, when there is a situation that could present a greater issue.

The wall bracing is an example. The wall bracing that the County is doing -- and you'll hear about that motion coming up. If there are people on the site,

-01:-09:-31 1 it could present an issue, and if we have
-01:-09:-29 2 to go to Your Honor first to seek that kind
-01:-09:-25 3 of approval, preapproval --

-01:-09:-24 4 THE COURT: But you don't have to go
-01:-09:-22 5 to me first. You send your team to the
-01:-09:-18 6 site to deal with whatever they need to
-01:-09:-17 7 deal with, and you only have to come to me
-01:-09:-14 8 if the receiver through his personnel at
-01:-09:-12 9 the site deny you access, and I can't
-01:-09:-08 10 imagine that they would if there's a
-01:-09:-06 11 legitimate public purpose or emergency that
-01:-09:-04 12 you need to deal with.

-01:-09:-02 13 You don't have to come to me first.
-01:-09:-01 14 You go to the site to do whatever you would
-01:-08:-57 15 do normally and to exercise whatever police
-01:-08:-54 16 powers you have, and if the receiver says,
-01:-08:-51 17 no, I'm not letting you on for some reason,
-01:-08:-47 18 because he believes you have no reason
-01:-08:-46 19 being there or there could be a destruction
-01:-08:-44 20 of evidence, then and only then do you have
-01:-08:-42 21 to come to me.

-01:-08:-40 22 MR. SINGERMAN: Your Honor, that is,
-01:-08:-35 23 with all due respect, Judge, is incomplete.
-01:-08:-35 24 We contemplated this issue and the
-01:-08:-31 25 separation of powers argument explicitly in

-01:-08:-30 1 the last sentence of Paragraph 13. In the
-01:-08:-27 2 last sentence of Paragraph 13, it provides
-01:-08:-22 3 expressly, quote, "Except in circumstances
-01:-08:-21 4 that the movant, in this case the Town of
-01:-08:-18 5 Surfside and its counsel, certify as a
-01:-08:-15 6 life-threatening emergency at the site,
-01:-08:-11 7 neither Miami-Dade County nor the Town of
-01:-08:-09 8 Surfside shall enter upon the site until
-01:-08:-08 9 the Court has adjudicated the subject
-01:-08:-08 10 motion.

-01:-08:-05 11 So if Mr. Hockman or Mr. Recio, both
-01:-08:-04 12 of whom are talented lawyers and officers
-01:-08:00 13 of the court, and you've heard Mr. Hockman
-01:-07:-57 14 describe himself that way to you this
-01:-07:-56 15 morning.

-01:-07:-55 16 THE COURT: Where do the lawyers
-01:-07:-53 17 certify this, Mr. Singerman, and to who?
-01:-07:-51 18 In other words, if there's a life safety
-01:-07:-48 19 emergency, they should be able to go on,
-01:-07:-43 20 shouldn't they? Where do you contemplate a
-01:-07:-39 21 life safety emergency? Before the medics
-01:-07:-38 22 can go on site, some lawyer has to file a
-01:-07:-34 23 certification? I mean, that can't be.

-01:-07:-32 24 MR. SINGERMAN: Judge, the goal here
-01:-07:-29 25 is for there to be a check on access to the

-01:-07:-21 1 site so as to allow Mr. Goldberg to comply
-01:-07:-21 2 with exigent orders of the Court or
-01:-07:-21 3 preservation of evidence and to have
-01:-07:-21 4 control.

-01:-07:-13 5 If there is a life safety emergency
-01:-07:-09 6 at the site not concerning the site or
-01:-07:-07 7 related to the site, they should and will
-01:-07:-05 8 have access to the site, period, full stop,
-01:-07:-01 9 by the receiver or his designated security
-01:-06:-58 10 guard.

-01:-06:-58 11 MR. HOCKMAN: Your Honor,
-01:-06:-57 12 unfortunately, that's not what Paragraph 13
-01:-06:-49 13 says. Can I share my screen, please?

-01:-06:-49 14 THE COURT: Yes.

-01:-06:-47 15 MR. HOCKMAN: Your Honor, paragraph
-01:-06:-44 16 starts out that if either we or the County
-01:-06:-40 17 contends there is a circumstance
-01:-06:-39 18 implicating life safety concerns which
-01:-06:-36 19 empowers it to enter on the site, then
-01:-06:-33 20 we have to file a motion with the Court,
-01:-06:-31 21 basically before we do so. So
-01:-06:-29 22 I fundamentally --

-01:-06:-27 23 THE COURT: Well, I changed that --
-01:-06:-26 24 I changed that to include "and the receiver
-01:-06:-22 25 denies access."

-01:-06:-19 1 MR. HOCKMAN: Right, then it puts
-01:-06:-17 2 the burden on us.

-01:-06:-15 3 THE COURT: So you don't have to
-01:-06:-14 4 come to me -- so you don't have to come to
-01:-06:-13 5 me unless the receiver denies access.

-01:-06:-11 6 MR. HOCKMAN: Right, but then
-01:-06:-10 7 it puts the burden on us to certify, Your
-01:-06:-08 8 Honor, not the receiver. So the receiver
-01:-06:-06 9 says, no, I disagree, so then you, now,
-01:-06:-03 10 have to go to the Court and say, Judge, we
-01:-06:-02 11 need you to review our decision as a
-01:-06:00 12 governmental entity, which the receiver
-01:-05:-59 13 rejects, but we're the only ones that have
-01:-05:-57 14 to certify the --

-01:-05:-55 15 THE COURT: So let me ask you a
-01:-05:-54 16 question, Mr. Hockman. Let's say you show
-01:-05:-52 17 up at my door, I live in Surfside, and you
-01:-05:-48 18 say, we think there's a gas leak under your
-01:-05:-45 19 house that is placing you and your
-01:-05:-42 20 neighbors in danger. We need to come in
-01:-05:-38 21 and break your floor and take a look at the
-01:-05:-35 22 gas lines under your house, and I say, I'm
-01:-05:-32 23 not letting you in.

-01:-05:-29 24 Does the Town have the right to
-01:-05:-27 25 break my door down and rip my floor up, or

-01:-05:-22 1 do they have to go to a Judge and get a
-01:-05:-20 2 warrant or some judicial authority to gain
-01:-05:-17 3 entry? What's the law? Do you have the
-01:-05:-15 4 right to break my door down and come look
-01:-05:-13 5 at my gas line, or if I deny you access, do
-01:-05:-10 6 you have to go to Court and say, Judge,
-01:-05:-08 7 we need a warrant or we need an order
-01:-05:-06 8 authorizing our entry; which one is it?

-01:-05:-03 9 MR. HOCKMAN: It's very similar to
-01:-05:-01 10 what the police have to do, Your Honor.

-01:-05:00 11 THE COURT: I've given you a
-01:-04:-58 12 hypothetical. You come to my door, you say
-01:-04:-56 13 there's a gas line that we think is broken,
-01:-04:-54 14 and we think it could blow up your house,
-01:-04:-50 15 and your neighbors, and we're coming in to
-01:-04:-48 16 break into your floor and inspect the
-01:-04:-45 17 underlying gas line, and I say, no, you're
-01:-04:-43 18 not. You're not coming into my house, and
-01:-04:-39 19 I lock my door.

-01:-04:-38 20 Do you have the right to break my
-01:-04:-36 21 door down and inspect the gas line or do
-01:-04:-34 22 you have to go to a Court and get an order;
-01:-04:-31 23 which one is it?

-01:-04:-30 24 MR. HOCKMAN: I'm going to defer to
-01:-04:-29 25 Mr. Recio.

-01:-04:-28 1 MR. RECIO: Thank you. Your Honor,
-01:-04:-26 2 in Section 8-5f of the County code, which
-01:-04:-23 3 applies to municipalities as well as the
-01:-04:-20 4 County, it states, "Emergency Action: When
-01:-04:-17 5 in the opinion of the building official
-01:-04:-16 6 there's actual or immediate danger of
-01:-04:-14 7 failure or collapse of a building or
-01:-04:-11 8 structure or there is a health, windstorm,
-01:-04:-09 9 or fire hazard, he may order the occupants
-01:-04:-09 10 to vacate, temporarily close for use of
-01:-04:-09 11 right thereto, sidewalks, streets, or
-01:-04:-09 12 adjacent buildings or nearby other and
-01:-04:-09 13 institute such other temporary safeguards
-01:-03:-57 14 including securing the building or
-01:-03:-57 15 structure as deemed may be necessary under
-01:-03:-54 16 the circumstances and may employ the
-01:-03:-52 17 necessary labor and materials to perform
-01:-03:-52 18 the required work as expeditious as
-01:-03:-48 19 possible."

-01:-03:-48 20 THE COURT: Where does that give you
-01:-03:-47 21 the right to break my door down when I'm
-01:-03:-45 22 there and go look at my gas line?

-01:-03:-42 23 MR. RECIO: If there's an imminent
-01:-03:-40 24 danger of a gas leak creating a fire,
-01:-03:-36 25 I believe that, yeah, I believe that

-01:-03:-35 1

that --

-01:-03:-34 2

THE COURT: I read that as you can

-01:-03:-32 3

order me to evacuate, but where does that

-01:-03:-29 4

give you an order to go into my home and

-01:-03:-27 5

rip my floor up and start inspecting my gas

-01:-03:-24 6

line?

-01:-03:-24 7

MR. RECIO: I think that's within

-01:-03:-23 8

the temporary safeguards.

-01:-03:-21 9

THE COURT: You do? I didn't hear

-01:-03:-19 10

that. I didn't hear that in the code.

-01:-03:-15 11

Does that trump my constitutional right as

-01:-03:-12 12

a homeowner to say, no, I'm not giving you

-01:-03:-09 13

access to my house?

-01:-03:-07 14

MS. ARANGO: If I may, this is

-01:-03:-05 15

Lillian Arango. Good morning. I think the

-01:-03:-02 16

real concern with respect to this site,

-01:-02:-59 17

there are unsafe structures on that site,

-01:-02:-56 18

Your Honor. There's a wall, there's a

-01:-02:-54 19

concrete slab, there are pilings, there's

-01:-02:-52 20

columns, there's a pool structure that is

-01:-02:-50 21

still standing.

-01:-02:-49 22

Therefore, under unsafe structures

-01:-02:-47 23

and life safety concerns, the building

-01:-02:-45 24

official under the County code clearly has

-01:-02:-41 25

life safety powers over that site,

-01:-02:-39 1 including potentially if you see the
-01:-02:-34 2 concerns of closing the site, securing the
-01:-02:-34 3 site.

-01:-02:-32 4 So I think the concerns there are
-01:-02:-28 5 the unsafe structures that exist on that
-01:-02:-26 6 site and the ability to control that and to
-01:-02:-23 7 secure the site.

-01:-02:-22 8 Your Honor, the County has been
-01:-02:-19 9 exercising those same powers all along
-01:-02:-17 10 since the onset of this collapse. They
-01:-02:-13 11 have been accessing the site, securing it,
-01:-02:-10 12 the building official for the County has
-01:-02:-08 13 tagged that site as "unsafe" and continues
-01:-02:-05 14 to exercise jurisdiction over that site.
-01:-02:-03 15 So when the site is turned over from the
-01:-01:-59 16 County to the receiver, the Town will step
-01:-01:-56 17 into the building official role, and it has
-01:-01:-52 18 the same rights and obligations as the
-01:-01:-49 19 County has had to make sure those unsafe
-01:-01:-47 20 structures are secure.

-01:-01:-44 21 THE COURT: I'm going to approve
-01:-01:-43 22 this order. It is going to provide that
-01:-01:-38 23 the obligation from the County to seek the
-01:-01:-34 24 assistance of the Court is only to be
-01:-01:-32 25 triggered if the receiver, as the property

-01:-01:-30 1 owner, denies access, and I don't need
-01:-01:-23 2 certification from lawyers.

-01:-01:-21 3 In the event the County or the Town
-01:-01:-19 4 in good faith believes that emergency entry
-01:-01:-16 5 is necessary to protect life safety,
-01:-01:-08 6 imminent risk of life or imminent safety of
-01:-01:-04 7 people either on or off the site, and the
-01:-01:-02 8 receiver, for some unknown reason that
-01:00:-58 9 I cannot contemplate, nevertheless denies
-01:00:-54 10 access, the County -- the Town may go on
-01:00:-49 11 site prior to coming to the Court.

-01:00:-48 12 So the only exception to this order
-01:00:-45 13 is going to be if the Town in good faith
-01:00:-41 14 believes that it is necessary to access the
-01:00:-37 15 property to protect people against imminent
-01:00:-30 16 threat of injury or death and the receiver
-01:00:-27 17 denies access notwithstanding the Town's
-01:00:-24 18 concern, the Town can exercise its
-01:00:-20 19 emergency power without seeking prior court
-01:00:-18 20 order.

-01:00:-17 21 Under any and all other
-01:00:-14 22 circumstances where the Town and the
-01:00:-12 23 receiver have a dispute over access, the
-01:00:-10 24 Town is not to go on the property without
-01:00:-04 25 coming to the Court first.

-01:00:-03 1 Mr. Singerman, you can redraft the
-01:00:00 2 order, run it by Mr. Hockman, Mr. Recio,
00:-59:-55 3 and Ms. Arango, but that's the ruling, and
00:-59:-53 4 that's going to be the protocol. This is a
00:-59:-52 5 highly unusual circumstance where the Town
00:-59:-49 6 of Surfside is not only the governmental
00:-59:-47 7 entity that may have police power over this
00:-59:-44 8 site, it is also a likely defendant in this
00:-59:-42 9 lawsuit, and this site, unlike typical
00:-59:-36 10 property in Surfside, is under the
00:-59:-35 11 jurisdiction of this Court's receiver and
00:-59:-32 12 contains material evidence that will bear
00:-59:-29 13 on this litigation, and given those unique
00:-59:-26 14 circumstances, the Court finds that the
00:-59:-24 15 protocol proposed as modified by the Court
00:-59:-20 16 is appropriate and consistent with the
00:-59:-18 17 rights of the parties, and it accurately
00:-59:-14 18 balances the Town's need for emergency
00:-59:-11 19 access with the receiver's need to preserve
00:-59:-05 20 the evidence that is contained on this
00:-59:-03 21 property and the Court's need to supervise
00:-59:-01 22 this site for purposes of this litigation.

00:-58:-57 23 So, Mr. Singerman, you'll revise
00:-58:-54 24 Paragraph 13 to reflect those exceptions
00:-58:-51 25 and that the Court is only to be contacted

00:-58:-49 1 in the event of a dispute between the
00:-58:-46 2 receiver, and in the event of any such
00:-58:-43 3 dispute, if the Town in good faith believes
00:-58:-40 4 that entry is necessary to protect against
00:-58:-37 5 imminent threat of life or health, then
00:-58:-33 6 they can exercise their emergency powers
00:-58:-30 7 notwithstanding the receiver's refusing to
00:-58:-25 8 allow access.

00:-58:-23 9 MR. GOLDBERG: Your Honor, may
00:-58:-22 10 I seek a clarification, because I can see a
00:-58:-19 11 situation that arises where this access
00:-58:-17 12 protocol is entered, and I'm given
00:-58:-14 13 possession of the land in a few weeks, and
00:-58:-11 14 I get a call from the Town saying we're
00:-58:-01 15 coming on our site, because we deem we have
00:-58:00 16 to check the structure of your site to
00:-57:-58 17 determine if other buildings down the beach
00:-57:-55 18 are in danger. Is that imminent threat
00:-57:-52 19 under your --

00:-57:-51 20 THE COURT: No, that is not
00:-57:-49 21 imminent. Imminent means somebody is at
00:-57:-47 22 risk of death or injury imminently, not
00:-57:-43 23 that we need to check soil here to see if a
00:-57:-39 24 building two doors down might be in
00:-57:-35 25 jeopardy.

00:-57:-35 1 MR. GOLDBERG: Thank you, Your
00:-57:-34 2 Honor.

00:-57:-34 3 MR. HOCKMAN: As you've noted, Your
00:-57:-33 4 Honor, the Town has withdrawn that.
00:-57:-32 5 We have no interest in spoliating evidence.

00:-57:-27 6 THE COURT: Okay. Well, I know the
00:-57:-26 7 Town and its lawyers know what "imminent"
00:-57:-24 8 means.

00:-57:-23 9 MR. HOCKMAN: We do, Your Honor.

00:-57:-22 10 THE COURT: "Imminent" means, my
00:-57:-20 11 hypothetical, there's a gas leak that's
00:-57:-19 12 ready to blow up and can take down the
00:-57:-15 13 building next door, or there's somebody had
00:-57:-12 14 a heart attack and is on the property, and
00:-57:-12 15 we need emergency medical to get in there,
00:-57:-09 16 and the receiver says no. Okay?

00:-57:-09 17 I mean, like I said, this is purely
00:-57:-06 18 hypothetical and speculative, because
00:-57:-03 19 obviously, if life safety is an imminent
00:-57:-01 20 risk, Mr. Goldberg is going to allow
00:-56:-59 21 access.

00:-56:-57 22 MR. HOCKMAN: I'm certain he will,
00:-56:-53 23 Your Honor.

00:-56:-53 24 THE COURT: So I don't expect to see
00:-56:-51 25 any real disputes over this. This seems a

00:-56:-48 1 little bit like a turf war to me, but
00:-56:-45 2 Paragraph 13 will say what I just recited
00:-56:-39 3 it will say.

00:-56:-39 4 MR. GOLDBERG: Thank you, Your
00:-56:-38 5 Honor.

00:-56:-38 6 MR. HOCKMAN: Thank you, Your Honor.

00:-56:-37 7 THE COURT: All right. So I will --
00:-56:-37 8 with those revisions, once you put it up on
00:-56:-34 9 CourtMAP, I assume you all have reached an
00:-56:-31 10 agreement. Don't put it up unless you
00:-56:-29 11 agree. Once the revised protocol is put up
00:-56:-26 12 attached to the order adopting it, I will
00:-56:-25 13 enter the order, and you'll have your
00:-56:-24 14 protocol.

00:-56:-21 15 Okay. Mr. Singerman, address for me
00:-56:-18 16 the emergency motion for order authorizing
00:-56:-13 17 the receiver to sign the permit. I've
00:-56:-11 18 reviewed the motion. Is there any
00:-56:-09 19 objection to that motion by any interested
00:-56:-07 20 party?

00:-56:-01 21 Okay. Hearing no objection, I will
00:-55:-59 22 enter the order authorizing the receiver to
00:-55:-56 23 enter into that permit.

00:-55:-48 24 Mr. Singerman, the proposed order
00:-55:-46 25 that's on CourtMAP for that, that has been

00:-55:-43 1 circulated?

00:-55:-43 2 MR. SINGERMAN: Your Honor, I don't
00:-55:-42 3 know the answer to the question whether
00:-55:-40 4 it's been circulated. I know that it has
00:-55:-38 5 been uploaded onto CourtMAP. I can inquire
00:-55:-33 6 and respond later in this hearing,
00:-55:-31 7 Your Honor.

00:-55:-30 8 THE COURT: All right. Just make
00:-55:-29 9 sure, you know, that that order has been
00:-55:-25 10 circulated and everyone has had a chance to
00:-55:-22 11 look at it.

00:-55:-21 12 Anything else the receiver wishes to
00:-55:-18 13 address before I move on to Mr. Fay and
00:-55:-07 14 class counsel?

00:-55:-07 15 MR. GOLDBERG: No, thank you, Your
00:-55:-05 16 Honor.

00:-55:-05 17 THE COURT: Okay. Mr. Fay?

00:-55:-02 18 MR. FAY: Good morning, Your Honor.

00:-55:00 19 THE COURT: Tell me where are you.
00:-54:-59 20 I saw your offering memorandum went live.

00:-54:-55 21 MR. FAY: Yes, Your Honor, as
00:-54:-53 22 Receiver Goldberg mentioned to you earlier
00:-54:-51 23 that a stalking horse offer has been going
00:-54:-49 24 back and forth, and we're getting closer
00:-54:-46 25 with terms being agreed upon for court

00:-54:-43 1 approval and receiver approval. The offer
00:-54:-41 2 memorandum is live as we speak right now.
00:-54:-38 3 We came out on Monday, and we already have
00:-54:-34 4 approximately over 135 downloads of the OM.

00:-54:-29 5 Many of those include developers,
00:-54:-26 6 press, owners, brokers, a lot of people.
00:-54:-22 7 Our marketing campaign will consist of over
00:-54:-17 8 4,500 proprietary emails that we send out
00:-54:-13 9 to brokers, developers, international
00:-54:-11 10 groups, international developers, local,
00:-54:-08 11 and regional developers as well to be able
00:-54:-06 12 to look at the site. That campaign will go
00:-54:-03 13 on weekly, and that list will expand as
00:-53:-59 14 we go on.

00:-53:-58 15 We also anticipate, you know, more
00:-53:-55 16 inquiries, again, in reference to the site
00:-53:-51 17 zoning and other issues that have been
00:-53:-49 18 pertaining to the Court which Receiver
00:-53:-47 19 Goldberg was just mentioning earlier, and
00:-53:-45 20 we will work through those as they come
00:-53:-43 21 about. Overall, we're very optimistic on
00:-53:-38 22 the amount of interest that we've had.

00:-53:-36 23 We also -- last week, we sent out
00:-53:-32 24 over 30 different emails to the groups that
00:-53:-28 25 had inquired in advance for that, and so

00:-53:-25 1 we sent those as well.

00:-53:-24 2 THE COURT: So tell me -- so you're
00:-53:-23 3 negotiating a contract with the stalking
00:-53:-20 4 horse bidder, and is that at the
00:-53:-15 5 120 million dollar number that we talked
00:-53:-14 6 about a couple of weeks ago?

00:-53:-11 7 MR. FAY: Yes, Your Honor, that's
00:-53:-10 8 correct.

00:-53:-10 9 THE COURT: So that would be the
00:-53:-09 10 floor bid?

00:-53:-08 11 MR. FAY: Yes, Your Honor, that's
00:-53:-08 12 correct.

00:-53:-06 13 THE COURT: And I assume you're
00:-53:-05 14 negotiating particularly, like what their
00:-53:-03 15 breakup fee would be and whether they would
00:-53:-01 16 be entitled to a credit if they bid at the
00:-53:00 17 auction and things of that nature, right?

00:-52:-58 18 MR. FAY: Everything is included
00:-52:-56 19 yes, sir, but the breakup fee is only
00:-52:-54 20 limited to any due diligence information at
00:-52:-52 21 this point that -- you know, that they
00:-52:-51 22 would have. So there's not, you know, a
00:-52:-48 23 traditional breakup fee which Receiver
00:-52:-45 24 Goldberg --

00:-52:-45 25 THE COURT: All right. So

00:-52:-44 1 Mr. Goldberg mentioned to me earlier, and I
00:-52:-42 2 want to turn to the Town of Surfside now,
00:-52:-40 3 that there might be some ambiguity in
00:-52:-34 4 either its charter and/or zoning code as to
00:-52:-33 5 what precisely is permitted on the property
00:-52:-30 6 and that this apparent ambiguity might be
00:-52:-27 7 causing you some difficulty.

00:-52:-23 8 MR. FAY: So Your Honor, I would
00:-52:-19 9 like to highlight one thing. We did have a
00:-52:-18 10 call with the City's attorneys and we did
00:-52:-18 11 have a lengthy call in reference to the
00:-52:-16 12 zoning from a minimal standpoint, not a
00:-52:-13 13 maximum side at this point.

00:-52:-11 14 So the City of Surfside had
00:-52:-07 15 delivered to us a supplemental letter which
00:-52:-07 16 is in our offering memorandum at this
00:-52:-05 17 point, and that supplemental letter does
00:-52:-03 18 help clarify minimal, and, again,
00:-52:00 19 I highlight minimal amounts of units that
00:-51:-57 20 we can use or depict as a part of a sale,
00:-51:-54 21 and also the measurement.

00:-51:-50 22 While it is still, you know, a
00:-51:-48 23 little bit, you know, contentious to a
00:-51:-43 24 point with certain developers or
00:-51:-41 25 understanding, but they're coming back, and

00:-51:-38 1 they may be asking questions, but the City
00:-51:-37 2 has been very helpful. They did it in a
00:-51:-34 3 timely manner, and it was -- I will tell
00:-51:-32 4 you, it was very helpful to be able to
00:-51:-29 5 start the marketing process; however, there
00:-51:-27 6 will be many questions coming up.

00:-51:-25 7 THE COURT: Okay. Mr. Hockman, who
00:-51:-23 8 wants to address this with the Court,
00:-51:-19 9 because what I'm a little unclear of,
00:-51:-17 10 I know there's some issue about whether the
00:-51:-15 11 property is measured from the bulkhead or
00:-51:-12 12 whether it's measured from the erosion
00:-51:-11 13 control line, which affects the acreage and
00:-51:-08 14 the number of the units.

00:-51:-07 15 I know there's also been some
00:-51:-05 16 discussion about some zoning in progress
00:-51:-02 17 that may result in certain changes that
00:-50:-58 18 could make this property less valuable. So
00:-50:-52 19 I asked the Town to take a look at these
00:-50:-50 20 issues. I expressed the Court's
00:-50:-48 21 displeasure over the prospects of
00:-50:-45 22 modifications devaluing this property, and
00:-50:-43 23 I'd like to know where the Town is in this
00:-50:-40 24 process and what ambiguities are there,
00:-50:-35 25 if any, and what the Town's position is as

00:-50:-30 1 far as what can be built on this.

00:-50:-26 2 MR. HOCKMAN: I think you got muted,
00:-50:-24 3 Your Honor. I cannot hear you.

00:-50:-17 4 THE COURT: Did you hear my
00:-50:-17 5 question?

00:-50:-16 6 MR. HOCKMAN: I heard part of the
00:-50:-14 7 question.

00:-50:-14 8 THE COURT: I don't know how I got
00:-50:-12 9 muted. What I said is I understand that
00:-50:-10 10 there's some issue as to how this property
00:-50:-08 11 is measured, whether it's from the bulkhead
00:-50:-03 12 or whether it's from the erosion control
00:-50:-01 13 line, and that that can affect the acreage
00:-49:-58 14 that is available and, in turn, the number
00:-49:-56 15 of units that can be built, right? That's
00:-49:-54 16 one question.

00:-49:-53 17 MR. HOCKMAN: Understood.

00:-49:-52 18 THE COURT: Okay. So what is the
00:-49:-51 19 Town's position -- let's take them one at a
00:-49:-48 20 time. What's the Town's position on when
00:-49:-45 21 this property is measured, whether it's
00:-49:-43 22 from the bulkhead or whether it's from the
00:-49:-39 23 erosion control line, and what zoning
00:-49:-36 24 ordinance or charter provision expressly
00:-49:-34 25 addresses that issue?

00:-49:-33 1 MR. HOCKMAN: I'm going to defer to
00:-49:-31 2 my partner, Mr. Recio, who is our land use
00:-49:-26 3 expert, Your Honor.

00:-49:-26 4 THE COURT: Mr. Recio?

00:-49:-25 5 MR. RECIO: Yes, Your Honor. So the
00:-49:-23 6 Town's position has been clear, and we want
00:-49:-21 7 to -- we'll state it for the record.
00:-49:-18 8 We measure to the bulkhead line, and that
00:-49:-15 9 has to do with the 2012 Charter Provision.
00:-49:-11 10 It was an amendment in 2012 which tells
00:-49:-06 11 the -- which sets development as what was
00:-49:-03 12 approved in 2004.

00:-49:-01 13 This is something that we went
00:-48:-59 14 through with Mr. Goldberg, Mr. Singerman,
00:-48:-57 15 Mr. Fay, as Mr. Fay noted, maybe about a
00:-48:-53 16 week and a half ago. They asked us for a
00:-48:-49 17 clarification letter. We issued a
00:-48:-47 18 supplemental letter which --

00:-48:-46 19 THE COURT: Let me ask you a
00:-48:-44 20 question. Does the charter say -- does the
00:-48:-42 21 charter, and I'm just starting with the
00:-48:-39 22 charter now, expressly say that in
00:-48:-36 23 determining the acreage, square footage,
00:-48:-28 24 whatever you want to call it, that
00:-48:-26 25 properties in Surfside are, in fact,

00:-48:-23 1 measured from the bulkhead, that oceanfront
00:-48:-20 2 properties are measured, is that in the
00:-48:-18 3 charter?

00:-48:-17 4 MR. RECIO: It does not expressly
00:-48:-15 5 state that, Your Honor.

00:-48:-13 6 THE COURT: Okay. So where does
00:-48:-12 7 that requirement come from? If it's not in
00:-48:-11 8 the charter, what compels the Town to
00:-48:-08 9 measure from the bulkhead as opposed to the
00:-48:-06 10 erosion control line?

00:-48:-05 11 MR. RECIO: So there are two things.
00:-48:-03 12 As I explained before, the charter
00:-47:-59 13 provision relates back to the 2004
00:-47:-57 14 comprehensive plan and the 2004 code. The
00:-47:-53 15 2004 comprehensive plan designates the
00:-47:-51 16 section that is west of the bulkhead line,
00:-47:-49 17 so between Collins and the bulkhead line,
00:-47:-47 18 as high-density residential. That's where
00:-47:-43 19 residential is allowed, and that's where a
00:-47:-41 20 density is specified.

00:-47:-38 21 The area that is east of the
00:-47:-37 22 bulkhead line, which is the bulkhead line
00:-47:-33 23 to the erosion control line, that's the
00:-47:-30 24 eastern portion of this property, has a
00:-47:-29 25 different designation. It's designated for

00:-47:-26 1 private recreation. It has a different
00:-47:-24 2 color on the map, and that designation does
00:-47:-22 3 not allow residential, does not specify
00:-47:-19 4 residential density.

00:-47:-15 5 THE COURT: All right.

00:-47:-14 6 MR. RECIO: Yes, Your Honor.

00:-47:-12 7 THE COURT: So what you're telling
00:-47:-11 8 me is since 2004, every property on the
00:-47:-07 9 beach for purposes of density, has been
00:-47:-02 10 measured from the bulkhead without
00:-47:00 11 exception. In other words, the Town of
00:-46:-59 12 Surfside has always since 2004 measured
00:-46:-56 13 these properties on the ocean from the
00:-46:-53 14 bulkhead, it has not allowed any developers
00:-46:-49 15 or any private party to base their density
00:-46:-45 16 on a measurement from the erosion control
00:-46:-42 17 line; is that what's being represented to
00:-46:-40 18 me?

00:-46:-39 19 MR. RECIO: No, Your Honor, it's a
00:-46:-38 20 little more complicated than that.

00:-46:-36 21 THE COURT: Why? Go ahead.

00:-46:-34 22 MR. RECIO: I'll explain. In 2009
00:-46:-32 23 there was a code amendment. A new zoning
00:-46:-28 24 code was documented. That provided for
00:-46:-26 25 measurement to the erosion control line.

00:-46:-23 1 That was in 2009. In 2012, that's when the
00:-46:-20 2 voters voted on this -- on modification to
00:-46:-15 3 this charter provision that limits density
00:-46:-07 4 in terms of the maximum allowable units per
00:-46:-03 5 acre and relates it back to the 2004 code
00:-46:-02 6 and comprehensive plan.

00:-46:00 7 THE COURT: So from -- you're saying
00:-45:-58 8 to me from 2009 to 2012, you all measured
00:-45:-53 9 for density purposes from the erosion
00:-45:-49 10 control line so people who built condos or
00:-45:-45 11 hotels during that three-year period were
00:-45:-42 12 given density based on the erosion control
00:-45:-39 13 line?

00:-45:-38 14 MR. RECIO: I do believe that is the
00:-45:-36 15 case, that that would be a period that the
00:-45:-33 16 charter agreement did not apply in the same
00:-45:-31 17 way.

00:-45:-30 18 THE COURT: And you say in 2012,
00:-45:-28 19 somehow the voters approved something that
00:-45:-23 20 required that you go back and then begin,
00:-45:-21 21 again, measuring from the bulkhead line?

00:-45:-17 22 MR. RECIO: What is specifically
00:-45:-16 23 said was it limited density, intensity, and
00:-45:-12 24 height to what was set out in the
00:-45:-10 25 comprehensive plan and zoning code that was

00:-45:-08 1 in effect in 2004. That's what
00:-45:-05 2 it specifically says.

00:-45:-04 3 THE COURT: So it doesn't address
00:-45:-02 4 whether it was measured from -- you're just
00:-45:00 5 interpreting that to mean that now you have
00:-44:-58 6 to measure from the bulkhead line.

00:-44:-55 7 MR. RECIO: Based on the
00:-44:-53 8 comprehensive plan and based on the zoning
00:-44:-51 9 code, which did specify that it was
00:-44:-49 10 measured to the bulkhead line.

00:-44:-47 11 THE COURT: Okay. So the position
00:-44:-44 12 the Town is taking today with respect to
00:-44:-40 13 this property is that for purposes of
00:-44:-38 14 density, it has to be measured from the
00:-44:-35 15 bulkhead line which brings down the acreage
00:-44:-31 16 by approximately a half acre or so, right?

00:-44:-28 17 MR. RECIO: Roughly, based on our
00:-44:-27 18 estimates.

00:-44:-26 19 THE COURT: Which is going to allow
00:-44:-24 20 for less units than had you measured from
00:-44:-21 21 the erosion control line?

00:-44:-19 22 MR. RECIO: Your Honor, it presently
00:-44:-18 23 allows for 139 units according to our
00:-44:-14 24 estimates, which is just a little more than
00:-44:-13 25 what was on the site prior to the collapse.

00:-44:-09 1 THE COURT: All right. So listen,

00:-44:-08 2 that's your position. The receiver will

00:-44:-07 3 look at it with their land use lawyers.

00:-44:-05 4 If they agree, they agree. Obviously, you

00:-44:-01 5 know, if there's some disagreement, and the

00:-43:-59 6 receiver is the owner of the property,

00:-43:-57 7 I believe that its rights are being

00:-43:-54 8 impaired, and the Town is misinterpreting

00:-43:-50 9 or misconstruing this provision, and that

00:-43:-50 10 the measurement should be from the erosion

00:-43:-48 11 control line, and that's what's been

00:-43:-46 12 allowed in the past, then that matter will

00:-43:-44 13 be adjudicated.

00:-43:-40 14 If the receiver and their land use

00:-43:-38 15 lawyers look at it -- it sounds to me like

00:-43:-36 16 you're having to go through a few

00:-43:-34 17 convoluted steps to get to something that

00:-43:-30 18 will be legislated in black and white.

00:-43:-28 19 I don't see any provision that you

00:-43:-26 20 referenced to me either in the charter or

00:-43:-25 21 the zoning code that specifically and

00:-43:-22 22 expressly directs how you measure, whether

00:-43:-19 23 it be from the bulkhead or the erosion

00:-43:-18 24 control line, you're interpreting this 2012

00:-43:-13 25 charter provision as basically implicitly

00:-43:-10 1 requiring that, because it goes back to
00:-43:-08 2 some 2004 comprehensive plan or code, so
00:-43:-04 3 you're kind of getting there by multiple
00:-43:-02 4 steps.

00:-43:-02 5 The receiver and their land use
00:-42:-59 6 lawyers may agree or disagree, and we'll
00:-42:-57 7 see what happens. But as of right now, the
00:-42:-53 8 position the Town is taking is you measure
00:-42:-51 9 from the bulkhead line, and anybody who
00:-42:-49 10 buys or enters into a contract to buy will
00:-42:-45 11 therefore be aware of the Town's current
00:-42:-43 12 position.

00:-42:-42 13 Now let's talk about other things,
00:-42:-40 14 which is, for example, this so-called
00:-42:-36 15 zoning in progress. Is there any zoning in
00:-42:-28 16 progress, for lack of a better term, that
00:-42:-26 17 could have the effect of reducing the value
00:-42:-24 18 of this real estate?

00:-42:-22 19 MR. RECIO: So I can't say whether
00:-42:-16 20 it reduces the value of the real estate.
00:-42:-14 21 What I can say is the zoning in progress is
00:-42:-12 22 at this point in terms of density is
00:-42:-11 23 consistent with what I just explained to
00:-42:-08 24 you, Your Honor.

00:-42:-06 25 THE COURT: Well, then why would

00:-42:-05 1 that be in progress? That's what you claim
00:-42:-03 2 is already the zoning. We don't need in
00:-42:00 3 progress for that.

00:-41:-59 4 MR. RECIO: There is -- okay. So
00:-41:-57 5 we -- the Town, as I've stated before, has
00:-41:-53 6 been for about a year and a half involved
00:-41:-51 7 in a rewrite of the zoning code. That
00:-41:-48 8 zoning code is, in terms of density, at
00:-41:-45 9 this moment is consistent with that -- with
00:-41:-42 10 that provision.

00:-41:-41 11 I say at this moment, because there
00:-41:-39 12 are proposals out there to modify the
00:-41:-35 13 density, which I shared with the Court in
00:-41:-32 14 the past --

00:-41:-31 15 THE COURT: Okay.

00:-41:-30 16 MR. RECIO: -- and I shared with the
00:-41:-29 17 receiver as well.

00:-41:-28 18 THE COURT: Okay. So the proposals
00:-41:-25 19 to modify the density, for example,
00:-41:-21 20 measuring from the crown of the road
00:-41:-16 21 instead of the wave crest, those types of
00:-41:-13 22 things. Are there proposals that would
00:-41:-11 23 modify density to the point where it would
00:-41:-08 24 allow less -- less livable space?

00:-40:-59 25 MR. RECIO: Okay. In terms of

00:-40:-57 1 livable space, floor area --

00:-40:-56 2 THE COURT: Or height or anything
00:-40:-55 3 else? I'm trying to speak in lay terms,
00:-40:-52 4 Mr. Recio, and I appreciate you following
00:-40:-48 5 me, and I appreciate your cooperation, but
00:-40:-44 6 I'm trying to speak as a layperson.

00:-40:-41 7 MR. RECIO: Sure.

00:-40:-40 8 THE COURT: Is there anything being
00:-40:-38 9 considered by the Town of Surfside that
00:-40:-37 10 would result in less height, square
00:-40:-31 11 footage, salable property on this site?
00:-40:-27 12 That's what I want to know.

00:-40:-25 13 MR. RECIO: Your Honor, I understand
00:-40:-25 14 the question. So, yes, there is. In terms
00:-40:-22 15 of height, that change that you just
00:-40:-19 16 mentioned, which is to change from the wave
00:-40:-17 17 crest to the crown of road that is being
00:-40:-15 18 contemplated by the Town, that would reduce
00:-40:-12 19 overall height by approximately --
00:-40:-10 20 I believe it's 9 feet.

00:-40:-06 21 THE COURT: So that would reduce an
00:-40:-04 22 entire floor.

00:-40:-02 23 MR. RECIO: Potentially, or it could
00:-40:00 24 be taken out of all 12 floors.

00:-39:-56 25 THE COURT: Okay. Now, is the Town,

00:-39:-53 1 given the tragedy that occurred here and
00:-39:-50 2 the need to sell this property, still
00:-39:-46 3 contemplating this density change which
00:-39:-43 4 would reduce the height available for this
00:-39:-41 5 property? Is that still under
00:-39:-39 6 consideration notwithstanding the fact that
00:-39:-37 7 we had this tragedy, and we need to sell
00:-39:-33 8 this property to compensate these victims?

00:-39:-24 9 MR. RECIO: Your Honor, you had
00:-39:-23 10 asked us last time to seek out with the
00:-39:-22 11 Town. We have a meeting on September 9th,
00:-39:-20 12 a workshop to discuss the zoning. This
00:-39:-18 13 issue will be discussed and vetted, and I
00:-39:-14 14 can answer you after that meeting.

00:-39:-10 15 THE COURT: Okay. Any other changes
00:-39:-09 16 that are part of this zoning in progress
00:-39:-06 17 which could have the effect of reducing the
00:-39:-03 18 amount that is buildable on this site? You
00:-39:-01 19 mentioned the measurement, the height
00:-38:-58 20 measurement. Anything else that's
00:-38:-55 21 currently being contemplated that could
00:-38:-53 22 have the effect of reducing the number of
00:-38:-50 23 units or the size of the units on this
00:-38:-45 24 site?

00:-38:-45 25 MR. RECIO: So I believe -- Your

00:-38:-42 1 Honor, I'll address your question as a lay
00:-38:-38 2 question. The zoning in progress is a
00:-38:-36 3 specific term requiring specific notice,
00:-38:-36 4 but I think you mean in terms of the zoning
00:-38:-32 5 changes, and with respect to that in terms
00:-38:-30 6 of reducing, there is a proposal to modify
00:-38:-24 7 the setback provision, which could have the
00:-38:-21 8 effect of expanding the potential floor
00:-38:-20 9 area. That is also being contemplated.

00:-38:-19 10 THE COURT: That's good. Okay. I
00:-38:-15 11 like that. All right. So you're going to
00:-38:-13 12 have this meeting on the 9th, and then
00:-38:-11 13 you're going to get back to me?

00:-38:-07 14 MR. RECIO: Yes, sir.

00:-38:-01 15 THE COURT: All right. So, Mr. Fay,
00:-38:00 16 I assume that potential buyers of this
00:-38:00 17 property will be told that the Town's
00:-38:00 18 current position is that the measurement
00:-37:-47 19 comes from the bulkhead line, and,
00:-37:-47 20 therefore, there's 139 units that are
00:-37:-45 21 available to be built, and that these other
00:-37:-40 22 potential zoning in progress changes are
00:-37:-38 23 under consideration, right?

00:-37:-36 24 MR. FAY: That's correct,
00:-37:-35 25 Your Honor. That's in a supplemental

00:-37:-32 1 letter which I mentioned before, which was
00:-37:-31 2 attached in the offering memorandum.

00:-37:-25 3 THE COURT: Okay. All right. So
00:-37:-24 4 you'll keep me posted on the progress.
00:-37:-22 5 We'll have another session next week, and
00:-37:-19 6 you'll let me know whether you've come in
00:-37:-16 7 for a landing with this stalking horse
00:-37:-13 8 bidder and what the terms of that proposed
00:-37:-11 9 contract are.

00:-37:-11 10 Obviously, there are other options
00:-37:-07 11 that are being looked at, and these bidders
00:-37:-01 12 are rare, Mr. Fay, but there's no deal
00:-37:00 13 until and unless it's approved by this
00:-36:-57 14 Court after giving everybody notice and an
00:-36:-55 15 opportunity to be heard, right?

00:-36:-53 16 MR. FAY: Correct, Your Honor.

00:-36:-52 17 THE COURT: Good. All right.
00:-36:-46 18 Anything else that you need, Mr. Fay, in
00:-36:-44 19 terms of clarification from the Town of
00:-36:-41 20 Surfside or the Court in order to move
00:-36:-39 21 forward with your task?

00:-36:-35 22 MR. FAY: Not at this time. Again,
00:-36:-33 23 Your Honor, as buyers or groups come
00:-36:-30 24 forward with zoning questions, I'm sure
00:-36:-28 25 we'll have more clarification needed, but

00:-36:-26 1 at this time, not right now.

00:-36:-23 2 THE COURT: All right. Very good.

00:-36:-18 3 Mr. Kadre, are you with us?

00:-36:-13 4 MR. KADRE: Yes, I am, Judge.

00:-36:-12 5 THE COURT: Good.

00:-36:-11 6 MR. KADRE: I will be very brief.

00:-36:-10 7 THE COURT: Tell me where we are in

00:-36:-08 8 terms of government relations and possible

00:-36:-05 9 mortgage assistance or victim assistance

00:-36:-03 10 funds, any progress with our federal,

00:-36:-01 11 state, local governmental entities?

00:-35:-54 12 MR. KADRE: Well, first of all,

00:-35:-53 13 Your Honor, we've been working closely with

00:-35:-50 14 the receiver and Mr. Fay's office to

00:-35:-48 15 maximize the value of the property. As you

00:-35:-41 16 can imagine, and there's been a lot of

00:-35:-39 17 questions relating to the property, whether

00:-35:-36 18 a memorial will be on or off site, and

00:-35:-33 19 Your Honor instructed Mr. Barreto and

00:-35:-31 20 myself not only to try to get assistance

00:-35:-26 21 for the victims, but also to listen to the

00:-35:-23 22 victims closely and also to assist in

00:-35:-19 23 maximizing the value of the property.

00:-35:-16 24 As it relates to government

00:-35:-13 25 assistance, we continue our efforts with

00:-35:-10 1 the governor's office and congressional
00:-35:-06 2 leadership. Mr. Goldberg and I have had a
00:-35:-04 3 number of conferences now with
00:-34:-58 4 congresswoman Wasserman-Schultz who has
00:-34:-56 5 requested a litany of information to try
00:-34:-52 6 and assist with either a victim's fund or
00:-34:-49 7 mortgage forgiveness. We're in the process
00:-34:-46 8 of giving her office that information.
00:-34:-43 9 We're also working with Senator Rubio and
00:-34:-39 10 expect to hear back in the near future here
00:-34:-35 11 from the congressional offices.

00:-34:-29 12 We've also, as you know, been
00:-34:-26 13 working with the City of Miami Beach with
00:-34:-23 14 their proposed alternate site for a
00:-34:-20 15 memorial. In the last couple of days, two
00:-34:-16 16 other ideas vis-a-vis memorials --
00:-34:-12 17 potential memorial sites have arisen which
00:-34:-07 18 we think would increase the value of the
00:-34:-04 19 current property.

00:-34:-03 20 One is on 88th Street. I'm sure you
00:-34:-01 21 will hear from a couple of the victims on
00:-33:-59 22 that. It's immediately adjacent to the
00:-33:-56 23 property on the walkway to the beach.

00:-33:-52 24 The second site, which arose
00:-33:-49 25 yesterday in a meeting that Mr. Barreto and

00:-33:-46 1 I had with the victims's families and
00:-33:-42 2 survivors, is to be able to have a
00:-33:-40 3 conversation with the City of Surfside
00:-33:-33 4 regarding the youth center, which is four
00:-33:-27 5 blocks from the Champlain site, and the
00:-33:-21 6 victims raised the possibility of
00:-33:-18 7 potentially swapping the current site with
00:-33:-16 8 the youth center.

00:-33:-13 9 You'll hear about this when you hear
00:-33:-11 10 from the victims, and I know you're anxious
00:-33:-09 11 to. You know, the last two would require
00:-33:-04 12 involvement from the City of Surfside, but
00:-33:00 13 that's where we are. I should have more
00:-32:-56 14 reports. Mr. Barreto and I are now going
00:-32:-53 15 to engage many of the victims to be able to
00:-32:-49 16 communicate with members of Congress, which
00:-32:-47 17 they've requested, again, and I appreciate
00:-32:-43 18 the receiver's cooperation with us as
00:-32:-38 19 we move forward.

00:-32:-37 20 THE COURT: All right. Before
00:-32:-36 21 I open the floor and talk to family members
00:-32:-31 22 or victims on this, let me circle back to
00:-32:-22 23 class counsel for just a moment.

00:-32:-21 24 Ms. Furst, Mr. Tropin?

00:-32:-18 25 MS. FURST: Good morning,

00:-32:-17 1 Your Honor.

00:-32:-17 2 THE COURT: Give me a brief update
00:-32:-15 3 where you all are. I know I gave you,
00:-32:-12 4 I think, until mid-October to file an
00:-32:-10 5 amended pleading with any other viable
00:-32:-07 6 claims that you all believe exist against
00:-32:-03 7 third parties that may provide an avenue of
00:-32:-01 8 compensation for these victims.

00:-31:-59 9 Tell me how your investigation is
00:-31:-57 10 going and how your team is working
00:-31:-55 11 together.

00:-31:-53 12 MS. FURST: Sure, Your Honor. Thank
00:-31:-52 13 you. Rachel Furst. So as Your Honor noted
00:-31:-49 14 on Friday, class counsel filed an unopposed
00:-31:-45 15 motion for additional case management
00:-31:-43 16 guidelines and deadlines, which Your Honor
00:-31:-41 17 granted. So we now have in place -- it's
00:-31:-36 18 actually a November deadline for the filing
00:-31:-33 19 of a second amended complaint in which
00:-31:-31 20 we hope to name additional parties.

00:-31:-29 21 In that decision, we'll be informed
00:-31:-25 22 by our ongoing investigative work, which
00:-31:-21 23 includes outstanding subpoenas and possibly
00:-31:-19 24 depositions that will go forward after
00:-31:-17 25 we receive any relevant documents.

00:-31:-14 1 In addition to the November deadline
00:-31:-12 2 for that amended pleading, we also
00:-31:-10 3 requested and Your Honor granted expedited
00:-31:-04 4 discovery briefing procedures which we
00:-31:-02 5 think are well suited for this case and
00:-30:-57 6 some additional protocol for case
00:-30:-57 7 management and plaintiffs' work.

00:-30:-56 8 Additionally, we have been working,
00:-30:-50 9 as you heard, with the receiver on the
00:-30:-45 10 implementation of the protocol, which
00:-30:-44 11 we think -- which was acceptable to our
00:-30:-42 12 experts, and we think is fair and equal to
00:-30:-39 13 all parties and ensures access for the
00:-30:-37 14 inspection which will take place after the
00:-30:-33 15 receiver gains access to the property from
00:-30:-31 16 the County.

00:-30:-30 17 Just to clarify, this initial
00:-30:-28 18 inspection protocol and the work that we do
00:-30:-25 19 under the inspection protocol will inform
00:-30:-21 20 what sorts of destructive testing are
00:-30:-18 21 necessary, so that additional protocol will
00:-30:-15 22 be forthcoming with our input, we expect.

00:-30:-12 23 That's our brief update for the time
00:-30:-09 24 being. As we noted in our report, we are
00:-30:-07 25 working cooperatively and productively in

00:-30:-04 1 committees including all of the plaintiff
00:-30:-02 2 counsels who Your Honor has named to the
00:-30:00 3 steering committee and as lead and liaison
00:-29:-55 4 counsel. Thank you.

00:-29:-55 5 THE COURT: Very good. Okay. Thank
00:-29:-55 6 you.

00:-29:-54 7 Mr. Tropin, anything you'd like to
00:-29:-46 8 add?

00:-29:-46 9 MR. TROPIN: No, Your Honor.
00:-29:-45 10 We look forward to delivering that amended
00:-29:-43 11 complaint, and I have nothing to add to
00:-29:-41 12 what Ms. Furst described.

00:-29:-38 13 THE COURT: Okay. And so far
00:-29:-36 14 I haven't seen any discovery disputes
00:-29:-34 15 involving your subpoenas, so I assume that
00:-29:-31 16 everything is moving along smoothly and
00:-29:-29 17 that these parties who have been subpoenaed
00:-29:-27 18 are complying with their subpoenas, and
00:-29:-23 19 I have not had to adjudicate any
00:-29:-21 20 objections, right?

00:-29:-19 21 MS. FURST: That's correct,
00:-29:-19 22 Your Honor, so far.

00:-29:-16 23 THE COURT: Okay. So far. Okay.

00:-29:-13 24 MR. TROPIN: So far.

00:-29:-12 25 THE COURT: All right. So as

00:-29:-12 1 I always do, let me open the floor so I can
00:-29:-07 2 hear from some of the family members and
00:-29:-04 3 victims, if there's anything they'd like to
00:-29:00 4 know or any clarifications they'd like or
00:-28:-58 5 any input they think would be helpful to
00:-28:-54 6 the Court. I'll hear from them now.

00:-28:-49 7 MR. CYTRYNBAUM: Your Honor, it's
00:-28:-48 8 Oren Cytrynbaum. How are you?

00:-28:-45 9 THE COURT: I always get you, Oren.
00:-28:-43 10 I can always count on you participating.
00:-28:-40 11 I'm fine. How are you today, Oren?

00:-28:-37 12 MR. CYTRYNBAUM: I'm doing well.
00:-28:-36 13 Thank you.

00:-28:-36 14 THE COURT: Good.

00:-28:-36 15 MR. CYTRYNBAUM: Thank you, everyone
00:-28:-29 16 who is attending and working tirelessly on
00:-28:-27 17 these issues. I come to you today on
00:-28:-25 18 behalf of my fellow owners. I want to give
00:-28:-21 19 you an update on our discussions and where
00:-28:-19 20 we stand right now on some of these issues.

00:-28:-17 21 So I know in the past we've
00:-28:-13 22 approached you about discussing the return
00:-28:-09 23 of units, profit sharing, complicated
00:-28:-06 24 structures that might delay the process.
00:-28:-04 25 Today is not the day for that issue.

00:-28:-01 1 I'm coming before you united with a
00:-27:-59 2 letter that we had recently sent the City
00:-27:-54 3 of Surfside. We had a meeting internally
00:-27:-52 4 with about 70-plus owners over the weekend
00:-27:-45 5 to discuss the zoning issues and how this
00:-27:-42 6 affects all of us and our viewpoints on
00:-27:-39 7 this issue.

00:-27:-38 8 I know a lot of it was addressed
00:-27:-36 9 today in the court, and the Judge -- and
00:-27:-33 10 you seem to understand our frustration and
00:-27:-30 11 our issue, but we as a group understand
00:-27:-24 12 that the Town has had plans for many years
00:-27:-21 13 about how to structure the long-term vision
00:-27:-15 14 of the city, but circumstances have
00:-27:-12 15 changed.

00:-27:-11 16 As you know and you've said, the
00:-27:-08 17 sale of the land is going to be the primary
00:-27:-01 18 bucket to be filled for compensation for
00:-26:-59 19 those who have lost lives, those who have
00:-26:-55 20 been displaced, those who have lost life
00:-26:-52 21 savings, so on and so on. We are appalled,
00:-26:-43 22 honestly, as a group that the city that
00:-26:-40 23 we live in and are constituents of is
00:-26:-36 24 taking actions to do anything except
00:-26:-34 25 increase the value of our land, not just on

00:-26:-28 1 giving us minimum zoning standards, even
00:-26:-25 2 going back to old zoning standards, we're
00:-26:-22 3 shocked that the city is not taking actions
00:-26:-20 4 to increase density, potentially change the
00:-26:-15 5 floor area ratio, the measurements, all the
00:-26:-12 6 issues that have been discussed.

00:-26:-10 7 You know, lives have been lost and
00:-26:-08 8 lives have been disrupted and lives have
00:-26:-05 9 been displaced and ruined. Even more so,
00:-26:-02 10 the fact that the City of Surfside may be
00:-25:-58 11 culpable and have liability from a
00:-25:-55 12 negligence standpoint, and I hate to even
00:-25:-53 13 say it, maybe even criminal negligence,
00:-25:-49 14 would do anything except try and work
00:-25:-47 15 side-by-side with us as owners to increase
00:-25:-43 16 the dollar value.

00:-25:-41 17 Every dollar counts in this
00:-25:-38 18 situation, so if there's an additional
00:-25:-35 19 100,000, million, 10 million, 50 million,
00:-25:-32 20 every dollar will go towards every victim
00:-25:-29 21 equally, and it will still be a drop in the
00:-25:-25 22 bucket of making things whole for any of
00:-25:-23 23 us.

00:-25:-22 24 We are going to take a united action
00:-25:-18 25 against the City of Surfside to make sure

00:-25:-14 1 that the right thing is done, and I believe
00:-25:-11 2 we have the support not just of the victims
00:-25:-09 3 of the building, but we have the support of
00:-25:-06 4 the community at large.

00:-25:-05 5 I've been speaking with the
00:-25:-03 6 receiver, with Michael Fay, with Manny
00:-24:-59 7 Kadre, and more importantly every single
00:-24:-56 8 owner. On the other issues I described at
00:-24:-52 9 the beginning, sure, some people didn't
00:-24:-50 10 want to rebuild, some want a memorial, some
00:-24:-47 11 want this, but we are all united on the one
00:-24:-45 12 issue of increasing the compensation
00:-24:-42 13 package as much as possible.

00:-24:-41 14 My fellow owners do want to speak at
00:-24:-37 15 this hearing and make their voices heard
00:-24:-34 16 for the Court, for all the attendees, for
00:-24:-30 17 the press to make sure that the City of
00:-24:-27 18 Surfside is going to do the right thing
00:-24:-25 19 here, and the right thing is to add as much
00:-24:-21 20 value to the potential land sale as
00:-24:-18 21 possible. So I'd like to turn over --

00:-24:-16 22 THE COURT: Oren, let me say this.
00:-24:-14 23 Look, I can't take the time of everybody
00:-24:-10 24 here and all these lawyers to hear 20
00:-24:-06 25 victims tell me the same thing, which is

00:-24:-03 1 that they're disappointed that the Town of
00:-24:00 2 Surfside would be considering anything that
00:-23:-59 3 could reduce the value of this land, and
00:-23:-55 4 whether you call it "disappointed" or
00:-23:-52 5 "appalled" or whatever adjective you want
00:-23:-48 6 to attach to it, I know that's the
00:-23:-46 7 sentiment. I don't need to hear it from 20
00:-23:-42 8 or 30 people. I've heard it from many, and
00:-23:-38 9 I've expressed it myself.

00:-23:-37 10 This Court obviously understands the
00:-23:-34 11 separation of powers, and it always stays
00:-23:-32 12 in its lane or at least tries to. I have
00:-23:-28 13 no authority, as you and the victims know,
00:-23:-26 14 and I'll tell you again, this Court has no
00:-23:-23 15 authority to, you know, stick its toe in
00:-23:-17 16 the political process or put its thumb on
00:-23:-13 17 the scale of that process and influence
00:-23:-10 18 executive decision-making, and building and
00:-23:-08 19 land use is a matter within the purview of
00:-23:-04 20 the executive branch of the Town of
00:-23:-02 21 Surfside, and knows that the citizens of
00:-22:-59 22 the Town of Surfside elected -- have
00:-22:-56 23 control over zoning and land use matters
00:-22:-52 24 subject only to our state Constitution and
00:-22:-48 25 laws that may trump the authority of

00:-22:-44 1 municipalities.

00:-22:-43 2 So this is not a matter that is
00:-22:-41 3 within the purview of the Court, it is a
00:-22:-38 4 political issue. I have said before that
00:-22:-33 5 I was somewhat dismayed to hear that the
00:-22:-28 6 Town of Surfside in the wake of this
00:-22:-26 7 horrific tragedy would be taking any action
00:-22:-23 8 or even think about taking any action that
00:-22:-20 9 could have the effect of diminishing the
00:-22:-17 10 value of this property and, thereby,
00:-22:-15 11 decreasing the amount of money that will be
00:-22:-12 12 available to compensate the victims for
00:-22:-08 13 their significant loss of life and
00:-22:-05 14 property.

00:-22:-03 15 It's surprising to me, frankly, that
00:-22:-01 16 the Town of Surfside still has to have
00:-21:-58 17 workshops on this issue to consider these
00:-21:-55 18 zoning in progress matters. I was hopeful
00:-21:-50 19 that its counsel would come and tell me
00:-21:-47 20 today, Judge, given this tragedy, we are
00:-21:-44 21 certainly committed to not taking any
00:-21:-42 22 action that could diminish the value of
00:-21:-38 23 this property.

00:-21:-38 24 I didn't hear that, and I'm
00:-21:-36 25 disappointed I didn't hear it, but they're

00:-21:-34 1 going to meet on September 9th, and they'll
00:-21:-30 2 decide what they're going to do. I've also
00:-21:-28 3 instructed the receiver and the land use
00:-21:-26 4 lawyers to meet with the Town and their
00:-21:-21 5 attorneys. I've known their attorneys for
00:-21:-19 6 decades, Mr. Helfman and Mr. Serota and
00:-21:-14 7 their firm. They're the best I know
00:-21:-12 8 in land use, and I know they will cooperate
00:-21:-10 9 with the receiver and his land use counsel
00:-21:-07 10 at Ackerman, also outstanding, and they
00:-21:-07 11 will get these various charter provisions
00:-21:00 12 and code provisions and they will see what
00:-21:00 13 is permitted.

00:-20:-58 14 I'm still confident, despite not
00:-20:-55 15 having heard it today, I'm still confident
00:-20:-53 16 that when the Town's leaders meet on
00:-20:-49 17 September 9th, they will come to the
00:-20:-48 18 conclusion that now is not the time to take
00:-20:-45 19 any zoning action that could possibly have
00:-20:-40 20 a negative impact on the value of this
00:-20:-38 21 property.

00:-20:-37 22 I hope they come to that conclusion
00:-20:-34 23 quickly, whether it's as a result of
00:-20:-31 24 prompting by their constituents or whether
00:-20:-28 25 it's a result of their own independent

00:-20:-24 1 conscious thinking, that's the conclusion
00:-20:-23 2 I hope they reach, which is now is not the
00:-20:-20 3 time to take any action that could reduce
00:-20:-16 4 the height, reduce the density, reduce the
00:-20:-12 5 FAR, or anything else that could be
00:-20:-07 6 detrimental to the value of this site, and
00:-20:-04 7 I'm hoping after September 9th that's the
00:-20:-01 8 decision that they reach.

00:-20:00 9 I encourage you and the other
00:-19:-58 10 victims to exercise your voice as members
00:-19:-55 11 of their constituency and let them know how
00:-19:-51 12 you feel. That's where we are, and I don't
00:-19:-48 13 need to hear it from another 20 or 30
00:-19:-44 14 victims. I know that's the sentiment. I'm
00:-19:-42 15 not surprised it's the sentiment, because
00:-19:-40 16 I do agree with you, and I've said from the
00:-19:-37 17 very outset that there will never be enough
00:-19:-34 18 money collected in this case to compensate
00:-19:-30 19 for the tragic loss of life and property.
00:-19:-27 20 No matter what happens, they will never be
00:-19:-24 21 enough to fully compensate everyone. You
00:-19:-20 22 can never be fully compensated for the loss
00:-19:-17 23 of life, but there won't be enough money to
00:-19:-14 24 even pay what the law would deem to be
00:-19:-12 25 compensation.

00:-19:-11 1 So this real estate, as I've pointed
00:-19:-09 2 out from the very beginning, despite some
00:-19:-05 3 thinking that the Court was moving too
00:-19:-03 4 quickly or other complaints or other
00:-18:-59 5 criticisms, which I'm fine with, you know,
00:-18:-56 6 that's the position I'm in, and not
00:-18:-53 7 everybody is going to be happy with all my
00:-18:-53 8 decisions.

00:-18:-51 9 This Court recognized from the very
00:-18:-49 10 beginning that this real estate was
00:-18:-47 11 probably the primary source from which
00:-18:-45 12 these victims will be -- will obtain a
00:-18:-42 13 recovery, and, you know, I put in motion a
00:-18:-37 14 process to have it monetized as reasonably
00:-18:-32 15 soon as possible, and that's still my
00:-18:-30 16 feeling. It's still my feeling.

00:-18:-28 17 My hope is there will be other
00:-18:-25 18 recoveries, either insurance recoveries,
00:-18:-23 19 third-party recoveries that may assist in
00:-18:-21 20 the cause and may help fill the huge hole
00:-18:-18 21 that is going to exist as far as
00:-18:-16 22 compensation is concerned.

00:-18:-14 23 But it's been very clear to this
00:-18:-12 24 Court from the outset that this asset is
00:-18:-09 25 one of the primary sources from which

00:-18:-07 1 we will secure relief for these victims,
00:-18:-04 2 and that's why I have moved at the speed
00:-18:-01 3 that I have moved in order to look at the
00:-17:-58 4 options to monetize it, and bring in as
00:-17:-54 5 much as possible so that these victims can
00:-17:-52 6 receive some compensation and be able to
00:-17:-50 7 move on and secure other homes or other
00:-17:-47 8 belongings and things that they need to
00:-17:-44 9 replace.

00:-17:-44 10 So obviously we need the Town's
00:-17:-41 11 cooperation to maximize the value of that
00:-17:-37 12 asset. I'm hoping they cooperate. I'm
00:-17:-33 13 encouraging them, again, to cooperate, and
00:-17:-31 14 we'll see what happens on September 9th.

00:-17:-28 15 But I understand the sentiment of
00:-17:-27 16 the victims, you have adequately expressed
00:-17:-24 17 it, and I don't need to hear from everybody
00:-17:-22 18 else. I'm sure everyone is on board and is
00:-17:-20 19 supporting you in that cause.

00:-17:-18 20 MR. CYTRYNBAUM: Your Honor,
00:-17:-17 21 we respectfully understand that you're
00:-17:-15 22 limited in your scope in terms of the Court
00:-17:-12 23 and influencing zoning issues and
00:-17:-09 24 municipalities, and that's not the role of
00:-17:-06 25 the Court, but this is our platform and our

00:-17:-02 1 forum, unfortunately, in these
00:-17:00 2 circumstances to be able to express our
00:-16:-58 3 views and get our voice heard to as many
00:-16:-55 4 people as possible.

00:-16:-54 5 I'm not using your courtroom only as
00:-16:-51 6 a platform, but, unfortunately, that is
00:-16:-48 7 what it is in these circumstances, and I'm
00:-16:-46 8 just going to leave with this, that what's
00:-16:-42 9 really the frustrating part and what
00:-16:-39 10 everybody needs to understand is that a lot
00:-16:-37 11 of these zoning issues are based on
00:-16:-35 12 political agenda and campaign promises more
00:-16:-32 13 than understanding the effects that their
00:-16:-28 14 decisions are going to have on the rest of
00:-16:-25 15 us.

00:-16:-24 16 THE COURT: Well, but it's your job
00:-16:-22 17 to point out, as their constituents, and
00:-16:-17 18 your platform may very well be at this
00:-16:-14 19 September 9th meeting.

00:-16:-12 20 I don't know what that noise is
00:-16:-10 21 coming from, a Rebecca?

00:-16:-07 22 Okay. Your platform is not simply
00:-16:-03 23 these hearings. Your platform is the
00:-16:00 24 political process and attending these
00:-15:-58 25 zoning meetings that are open to the public

00:-15:-56 1 and expressing your views to your elected
00:-15:-53 2 officials, which I've heard that you've now
00:-15:-50 3 done in writing, and I assume that you
00:-15:-48 4 will -- you and your -- and others who are
00:-15:-44 5 interested in this who will appear at these
00:-15:-42 6 meetings and make your elected officials
00:-15:-39 7 who work for you aware of your views.

00:-15:-35 8 MR. CYTRYNBAUM: Absolutely.

00:-15:-34 9 We just don't want, you know, maybe, action
00:-15:-31 10 being taken on the land sale which you do
00:-15:-29 11 have the power of approving, let's say, a
00:-15:-26 12 stalking horse or a potential buyer based
00:-15:-24 13 on zoning while we're in a battle with the
00:-15:-19 14 City of Surfside to increase that zoning,
00:-15:-15 15 to increase that potential stalking horse
00:-15:-12 16 bid as well.

00:-15:-11 17 THE COURT: Okay. Well, that's a
00:-15:-10 18 different issue, and I've told you all
00:-15:-08 19 before that I'm not going to approve any
00:-15:-06 20 contract for the sale of this land until
00:-15:-03 21 I'm convinced that it is the most amount of
00:-14:-58 22 money that can be achieved and that it's
00:-14:-56 23 the right time to do it after hearing from
00:-14:-53 24 all parties.

00:-14:-53 25 So if there are -- if there are

00:-14:-50 1 things in progress that could reasonably
00:-14:-46 2 increase the value of this property in
00:-14:-43 3 relatively short order, then I'm not going
00:-14:-40 4 to be approving a contract until -- until
00:-14:-37 5 those issues play out, right?

00:-14:-32 6 MR. CYTRYNBAUM: I agree.

00:-14:-30 7 THE COURT: So if somebody's making
00:-14:-28 8 a bid based upon current zoning, and
00:-14:-24 9 there's a reasonable prospect of the
00:-14:-23 10 property being upzoned, or let's assume
00:-14:-20 11 there's a reasonable prospect that the Town
00:-14:-18 12 will agree to measure from the erosion
00:-14:-18 13 control line, and that will increase the
00:-14:-16 14 value of the property, or there's some
00:-14:-13 15 other reasonable prospect of governmental
00:-14:-10 16 action which will increase value, then I'll
00:-14:-07 17 hold off approving a contract until that
00:-14:-04 18 plays out.

00:-14:-04 19 But it's a delicate balance, because
00:-13:-59 20 I have people that need to be compensated.
00:-13:-57 21 I have people that are living
00:-13:-56 22 month-to-month, that have lost their homes,
00:-13:-54 23 that need compensation. In the best case
00:-13:-49 24 scenario, by the time the condo gets
00:-13:-46 25 terminated, contracts get signed, due

00:-13:-43 1 diligence gets done, closing occurs, in the
00:-13:-40 2 best case scenario, it will be months from
00:-13:-37 3 now, maybe the end of the year before any
00:-13:-35 4 closing could ever occur.

00:-13:-34 5 So on the one hand I've got people
00:-13:-31 6 who need to be compensated, and on the
00:-13:-28 7 other hand, I've got other people who are
00:-13:-25 8 willing to kind of let the process play out
00:-13:-23 9 and see if there's a way to increase the
00:-13:-21 10 value of the land, and I have to balance
00:-13:-19 11 those two.

00:-13:-17 12 MR. CYTRYNBAUM: I don't want to
00:-13:-16 13 take up any more of the Court's time,
00:-13:-13 14 because you've been very generous, but
00:-13:-11 15 I want to leave you with one suggestion
00:-13:-08 16 based on what you said.

00:-13:-07 17 If the Court would be able to
00:-13:-04 18 release the property insurance that has
00:-13:-01 19 been tendered, that would help offset
00:-12:-59 20 people's expenses at this point during the
00:-12:-56 21 sale process, but I'll leave you with that.

00:-12:-53 22 THE COURT: I wish that were a
00:-12:-51 23 viable option. I did approve assistance
00:-12:-49 24 payments, but we have a lot of competing
00:-12:-47 25 interests here. We've got people who have

00:-12:-45 1 property damage, we have people that have
00:-12:-43 2 injuries. Until -- until some other issues
00:-12:-38 3 get sorted out and I know what funds are
00:-12:-35 4 likely to be available, that's a very
00:-12:-32 5 difficult thing to do for a lot of reasons,
00:-12:-30 6 practically and legally, Oren.

00:-12:-27 7 But I understand your point, and
00:-12:-25 8 there might be a time where maybe there
00:-12:-24 9 could be partial distribution of some of
00:-12:-21 10 those funds, even before the land is
00:-12:-19 11 monetized or there are third-party
00:-12:-17 12 recoveries. So I'm contemplating that
00:-12:-15 13 already. Okay?

00:-12:-14 14 MR. CYTRYNBAUM: Thank you very
00:-12:-13 15 much, Judge. Always a pleasure.

00:-12:-11 16 THE COURT: All right. Okay. Okay.
00:-12:-07 17 Any other victims that would like to be
00:-12:-05 18 heard? I don't want to spend time talking
00:-12:-03 19 about the Town of Surfside. I think the
00:-12:00 20 lines have been drawn there, and the issues
00:-11:-57 21 have been adequately flushed out today, but
00:-11:-55 22 if you have other issues you'd like to
00:-11:-51 23 discuss.

00:-11:-51 24 Mr. Kaufmann?

00:-11:-48 25 MS. SHREM: I have an issue.

00:-11:-47 1 MR. KAUFMANN: Yes.

00:-11:-47 2 THE COURT: Hold on. I'm going to
00:-11:-45 3 hear from Mr. Kaufmann first, and I'll turn
00:-11:-41 4 to anybody else. Okay?

00:-11:-41 5 MR. KAUFMANN: Thank you, Your
00:-11:-40 6 Honor. Good morning. My name is Mauricio
00:-11:-37 7 Kaufmann. I lost my parents to this
00:-11:-35 8 tragedy. They were sleeping in their
00:-11:-33 9 apartment, Unit 510, when the building
00:-11:-31 10 collapsed, and I just want to say a few
00:-11:-25 11 words regarding the memorial.

00:-11:-24 12 I totally agree with your point
00:-11:-22 13 about selling the land at the highest price
00:-11:-18 14 that we can so that we give the maximum
00:-11:-15 15 payout to the victims. I totally agree
00:-11:-11 16 with that. At the same time, I would like
00:-11:-08 17 to add that many of us who have lost our
00:-11:-04 18 relatives to this would like to see a
00:-11:-01 19 memorial right on the site.

00:-10:-54 20 So there is one idea that Mr. Kadre
00:-10:-50 21 brought up earlier in this meeting where
00:-10:-46 22 there is currently this Surfside Community
00:-10:-42 23 Center on Collins and 93rd Street. That
00:-10:-38 24 site is approximately the same proportions
00:-10:-36 25 of the Champlain Towers site, and you could

00:-10:-35 1 even argue that that site could be even
00:-10:-32 2 more valuable because of its proximity to
00:-10:-29 3 the center of Surfside.

00:-10:-27 4 What we would like to explore is to
00:-10:-22 5 do a land swap between the site of the
00:-10:-17 6 Surfside Community Center and the Champlain
00:-10:-13 7 Towers, and then essentially to use the
00:-10:-11 8 site of the Champlain Towers to rebuild the
00:-10:-08 9 community center as well as a memorial.

00:-10:-04 10 I understand that this sounds
00:-10:-02 11 difficult, and it might even be impossible
00:-09:-59 12 to do, but all that I'm asking is that
00:-09:-55 13 we actually do some research on this
00:-09:-53 14 option.

00:-09:-52 15 THE COURT: So what you're talking
00:-09:-49 16 about is if the City of Surfside would take
00:-09:-46 17 the Champlain Towers site, build their
00:-09:-42 18 community center there with a memorial.

00:-09:-40 19 MR. KAUFMANN: Correct.

00:-09:-39 20 THE COURT: And then the site where
00:-09:-38 21 the community center is now would be sold
00:-09:-36 22 to whoever, let's say, was looking to buy
00:-09:-33 23 the Surfside site, and they would build
00:-09:-30 24 their structure on the site that's now this
00:-09:-27 25 community center.

00:-09:-25 1 MR. KAUFMANN: That is correct, yes,
00:-09:-24 2 and let's assume that for the Champlain
00:-09:-21 3 Towers site we can get 120, 130 million,
00:-09:-18 4 obviously, we would have to get the same
00:-09:-15 5 amount for the community center site.

00:-09:-13 6 THE COURT: Well, you tell me the
00:-09:-11 7 land is about the same size as far as
00:-09:-07 8 square footage. Okay.

00:-09:-06 9 MR. KAUFMANN: Yes, about the same
00:-09:-01 10 size.

00:-09:-01 11 THE COURT: So that in theory would
00:-08:-56 12 sound like a win-win, because the community
00:-08:-54 13 center and the memorial could be on the
00:-08:-51 14 site that is now the Surfside -- the
00:-08:-49 15 Champlain Towers site, and you would have
00:-08:-46 16 whoever would pay fair value for that site,
00:-08:-43 17 simply pay the same fair value for what is
00:-08:-40 18 now the community center site.

00:-08:-38 19 MR. KAUFMANN: That is correct, yes.

00:-08:-37 20 THE COURT: In theory it sounds like
00:-08:-35 21 a win-win.

00:-08:-32 22 MR. KAUFMANN: Correct.

00:-08:-32 23 THE COURT: Now, in practice, as
00:-08:-30 24 I said, that land is owned by the Town of
00:-08:-27 25 Surfside, I assume, I don't know who has

00:-08:-25 1 legal title. I assume it's owned by the
00:-08:-22 2 Town of Surfside, and I will ask my
00:-08:-20 3 receiver to approach the Town of Surfside
00:-08:-16 4 and see if that's a viable option and
00:-08:-12 5 if the Town of Surfside would entertain the
00:-08:-10 6 prospect of that land swap.

00:-08:-08 7 Now, you know, you're telling me
00:-08:-05 8 that that land is just as valuable. You
00:-08:-01 9 know, if its the same acreage and it's on
00:-07:-59 10 the ocean and it's four blocks north, so
00:-07:-56 11 it's in the same vicinity, it's probably of
00:-07:-52 12 equal value.

00:-07:-52 13 I don't know if there's anything
00:-07:-50 14 unique that would make it less value, but
00:-07:-50 15 assuming it is of equal value and the same
00:-07:-46 16 acreage, it sounds like a win-win, so I'll
00:-07:-43 17 instruct the receiver to explore that
00:-07:-41 18 option.

00:-07:-39 19 I've always told you all at the very
00:-07:-38 20 beginning that no viable option will not be
00:-07:-35 21 vetted, so if that is a viable -- now,
00:-07:-33 22 I kind of immediately rejected the concept
00:-07:-30 23 of, you know, trading land with the City of
00:-07:-27 24 Miami Beach and making them give a
00:-07:-25 25 developer part of their -- I knew that was

00:-07:-23 1 never going to happen, and we were wasting
00:-07:-20 2 time exploring that. Now, this sounds like
00:-07:-17 3 a much more feasible option since we're
00:-07:-13 4 dealing with the Town of Surfside and both
00:-07:-11 5 properties are in that municipality and
00:-07:-08 6 it would be a relatively clean land swap.
00:-07:-05 7 I don't know if there's reasons the Town
00:-07:-03 8 can't or won't do that, but I'll ask the
00:-07:-01 9 receiver to explore that.

00:-06:-59 10 Now, that doesn't mean we'll slow
00:-06:-56 11 this process down. I'll just tell Mr. Fay
00:-06:-56 12 to disclose -- you know, we can do that
00:-06:-52 13 contractually, and if I approve a contract
00:-06:-49 14 on the Surfside -- on the Champlain site,
00:-06:-46 15 and this land swap were to occur, then
00:-06:-43 16 I would just simply give the buyer the
00:-06:-41 17 option to swap the land or walk away from
00:-06:-39 18 their contract if they don't want the other
00:-06:-37 19 parcel.

00:-06:-36 20 We can deal with that contractually,
00:-06:-34 21 and I can authorize the receiver to explore
00:-06:-32 22 it, and we'll see if this has any traction,
00:-06:-27 23 but obviously, it's not something I can
00:-06:-26 24 make the Town of Surfside do, right? You
00:-06:-24 25 do understand that?

00:-06:-24 1 MR. KAUFMANN: Sure.

00:-06:-23 2 THE COURT: And if there's no
00:-06:-21 3 political will to it or if there are
00:-06:-19 4 reasons why they don't want to do it, that
00:-06:-16 5 will be the end of the discussion. There's
00:-06:-15 6 no legal option to compel them to do, but
00:-06:-11 7 I'll ask the receiver to explore it.

00:-06:-08 8 MR. KAUFMANN: Perfect. Thank you
00:-06:-07 9 very much.

00:-06:-06 10 THE COURT: So Mr. Goldberg?

00:-06:-05 11 MR. GOLDBERG: I will reach out to
00:-06:00 12 the Town of Surfside this afternoon,
00:-05:-59 13 Your Honor, to their lawyers.

00:-05:-56 14 THE COURT: Fine. You reach out and
00:-05:-55 15 see if there's any interest in this
00:-05:-53 16 possible land swap. Again, it sounds to me
00:-05:-50 17 like this could be a win-win. It would
00:-05:-49 18 allow the memorial to be on the Champlain
00:-05:-46 19 Towers site with a beautiful community
00:-05:-44 20 center, and maybe there's reasons that they
00:-05:-40 21 don't think it's viable. It's none of my
00:-05:-37 22 business, but it's something that the
00:-05:-36 23 victims want explored, so I'm going to
00:-05:-34 24 instruct you to explore it.

00:-05:-32 25 MR. GOLDBERG: I'll do so right

00:-05:-31 1 away, Your Honor.

00:-05:-29 2 THE COURT: All right. Ms. Shrem, I
00:-05:-23 3 see you've raised your hand.

00:-05:-23 4 MS. SHREM: Thank you, Your Honor.
00:-05:-22 5 First, I want to thank you for exploring
00:-05:-19 6 this option, giving us a little bit of hope
00:-05:-16 7 and happiness that we can work
00:-05:-13 8 collaboratively both with the survivors and
00:-05:-11 9 the victims' families and the Court, so I'd
00:-05:-08 10 like to extend a thank you to you for being
00:-05:-04 11 so magnanimous and really considerate of
00:-05:-01 12 all sides.

00:-05:-01 13 THE COURT: Thank you.

00:-05:00 14 MS. SHREM: I also wanted to make a
00:-04:-58 15 public thank you to Mr. Kadre and everyone
00:-04:-56 16 at Podhurst who met with the victims'
00:-04:-53 17 families yesterday in regards to the
00:-04:-50 18 memorial. I wanted to thank you and want
00:-04:-48 19 you to know that they were doing their due
00:-04:-45 20 diligence in what you charged them to be
00:-04:-44 21 doing.

00:-04:-44 22 THE COURT: Great. I'm glad to hear
00:-04:-41 23 that.

00:-04:-41 24 MS. SHREM: I wanted to give a
00:-04:-38 25 little gratitude in that situation. The

00:-04:-37 1 victims' families are working on a couple
00:-04:-35 2 of other matters, transparency with getting
00:-04:-32 3 their belongings back, which seems to be a
00:-04:-29 4 little difficult with the police
00:-04:-27 5 department, but I guess you don't have
00:-04:-25 6 jurisdiction over that; am I correct?

00:-04:-23 7 THE COURT: I do not, but I know
00:-04:-21 8 that the County and others have been
00:-04:-18 9 working towards that. I know there were
00:-04:-16 10 some environmental concerns, and I know the
00:-04:-14 11 receiver has been on that, and I've
00:-04:-12 12 encouraged the County to do whatever is
00:-04:-10 13 necessary, and I understand from this
00:-04:-08 14 morning that they are going to do so at
00:-04:-06 15 their expense in order to try to get these
00:-04:-04 16 materials decontaminated and back in the
00:-04:00 17 hands of the victims as soon as possible.

00:-03:-57 18 MR. GOLDBERG: Your Honor, just so
00:-03:-56 19 there's no confusion. It's a lot more
00:-03:-52 20 complicated. There are what are called
00:-03:-50 21 "hard items" and "soft items." The hard
00:-03:-45 22 item decontamination has started, and I'm
00:-03:-44 23 working with the County on that.

00:-03:-40 24 The soft items is a whole different
00:-03:-32 25 issue. The amount of money to

00:-03:-29 1 decontaminate soft items such as clothing
00:-03:-27 2 and things like that is in the many
00:-03:-25 3 millions of dollars and there's also EPA
00:-03:-23 4 guidelines.

00:-03:-22 5 THE COURT: What you're suggesting
00:-03:-21 6 is some of those soft items might not
00:-03:-18 7 warrant the cost the decontamination?

00:-03:-14 8 MR. GOLDBERG: Yeah, but there is
00:-03:-13 9 one item of soft items that I'm trying to
00:-03:-11 10 work with the County to see what we can do,
00:-03:-09 11 because it happens to be photographs, and
00:-03:-06 12 everybody knows that those are probably the
00:-03:-04 13 most important possession, but those are
00:-03:-04 14 classified as soft items.

00:-02:-58 15 We're going to work to see if we can
00:-02:-56 16 find a way to work around that even
00:-02:-53 17 if I have to reach out with the County to
00:-02:-49 18 the EPA and figure this out or try, but
00:-02:-47 19 we are not ignoring this issue, we're
00:-02:-45 20 working on it right now.

00:-02:-44 21 THE COURT: Okay. Excellent.

00:-02:-42 22 MS. SHREM: Mr. Goldberg, if I may,
00:-02:-40 23 what are considered "hard items"?

00:-02:-37 24 MR. GOLDBERG: There's a bunch of
00:-02:-32 25 things.

00:-02:-30 1 MS. SHREM: A car?

00:-02:-29 2 THE WITNESS: There are cars, but
00:-02:-28 3 the cars are a separate class of items.
00:-02:-24 4 There were other items found in the
00:-02:-21 5 property that are hard in substance, and
00:-02:-18 6 then there's a bunch of safes that have
00:-02:-16 7 been found on the property, and that raises
00:-02:-14 8 all other type of issues.

00:-02:-11 9 But I am working with the County
00:-02:-08 10 now, and we're just working through these
00:-02:-06 11 issues now, and I will provide by the next
00:-02:-02 12 conference -- status conference, I'll
00:-01:-59 13 continue to provide updates on that.

00:-01:-57 14 MS. SHREM: On the CTS website,
00:-01:-52 15 receivership website, is there a list of
00:-01:-50 16 the hard items, what's considered hard and
00:-01:-48 17 soft or no?

00:-01:-47 18 MR. GOLDBERG: I can ask and put
00:-01:-46 19 that on there. I'll ask the County to give
00:-01:-44 20 me the best understanding or list they can,
00:-01:-42 21 and I'll get that up there.

00:-01:-40 22 MS. SHREM: Thank you very much.
00:-01:-39 23 Greatly appreciated.

00:-01:-38 24 THE COURT: Thank you, Ms. Shrem,
00:-01:-36 25 for appearing and for advocating on behalf

00:-01:-31 1 of these victims. I know the receiver and
00:-01:-29 2 Mr. Kadre and others will keep you informed
00:-01:-27 3 as well as during these status conferences.

00:-01:-23 4 Mr. Kaufmann, I appreciate you are
00:-01:-21 5 bringing up this possible land swap issue.
00:-01:-18 6 I'm very sorry to hear about the loss of
00:-01:-15 7 your parents in this tragedy, and you have
00:-01:-12 8 the Court's condolences, and thank you for
00:-01:-09 9 appearing.

00:-01:-08 10 I know it's difficult during a time
00:-01:-06 11 of grieving, and I appreciate your
00:-01:-04 12 appearance and the thought that you and
00:-01:-02 13 others have given two options today that
00:00:-59 14 may or may not be available.

00:00:-58 15 Like I said before, I've assured the
00:00:-55 16 victims from the very beginning, and I'll
00:00:-52 17 assure you again that nothing will be
00:00:-50 18 finalized unless all viable options are
00:00:-47 19 explored, and I am convinced that it is the
00:00:-45 20 best way in order to compensate the
00:00:-41 21 victims, and we're not leaving anything on
00:00:-35 22 the table. Okay?

00:00:-34 23 MS. GODT: Judge, if I can speak.

00:00:-34 24 THE COURT: Who is trying to speak?

00:00:-34 25 MS. GODT: Debbie Godt. Debbie

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Godt.

THE COURT: Okay. You're having some problems with your audio, guys. There's a lot of background noise. I've muted you a few times. Can you try to get to a better audio.

MS. SCHECHTER: Can you hear me? This is --

THE COURT: I can hear you, yes.

MS. SCHECHTER: May I speak? I don't know if somebody is speaking.

THE COURT: Yeah, who is speaking?

MS. SCHECHTER: Thank you, it's Sharon Schechter.

THE COURT: Okay.

MS. SCHECHTER: I just want to address, one more time, the stuff, the goods. I'm a renter, and I spoke with Chief Bird who is handling the imploded side, apparently, of the building.

You know, I think it's very important that you move forward on the soft goods as well, because that has a lot of meaning, and just not photos, to us. So I know they are working on what they call

00:00:32 1 the hard goods, I guess, but I think that
00:00:34 2 the soft goods, if things are in decent
00:00:39 3 condition, I think that should be
00:00:41 4 dismissed. You know, it's all our
00:00:49 5 belongings.

00:00:49 6 THE COURT: Yeah, I know that, and
00:00:50 7 obviously I'd like to see all the victims
00:00:52 8 get as many of their belongings back as
00:00:55 9 possible. There are environment and
00:00:57 10 practical considerations and costs that
00:00:58 11 have to be taken into account.

00:01:01 12 I know my receiver is on top of it,
00:01:03 13 and I've asked him to keep all of you
00:01:06 14 informed both by way of the website and
00:01:08 15 during these hearings and in discussions
00:01:10 16 with you privately, Ms. Schechter. So
00:01:14 17 I would encourage you to communicate by
00:01:17 18 email or reach out to Mr. Goldberg and
00:01:19 19 those he's delegated this task to.

00:01:21 20 Because while the Court does want to
00:01:24 21 see all victims get as much of their
00:01:27 22 property back as possible, whether it's
00:01:29 23 characterized as hard or soft, that really
00:01:32 24 is a matter within the prerogative of the
00:01:35 25 receiver and the governmental entities that

00:01:36 1 have custody over that property, but they
00:01:38 2 will keep you informed, and I appreciate
00:01:41 3 you appearing and sharing your views.

00:01:44 4 MS. SCHECHTER: Well, I feel that
00:01:48 5 before they demolished the building, which
00:01:50 6 happened very quickly, and I think a lot of
00:01:53 7 things were done behind our backs, and when
00:01:55 8 it was demolished, I was told personally
00:01:58 9 that the way they were demolishing it, it
00:02:01 10 was going to preserve, you know, whatever
00:02:04 11 could be sustainable.

00:02:05 12 So now I'm being told that even
00:02:09 13 though things might be in decent condition,
00:02:13 14 because of costs now it can't be, you know,
00:02:16 15 decontaminated, and that's not what I was
00:02:19 16 told, you know, at the time and even after
00:02:23 17 they demolished the building.

00:02:25 18 THE COURT: Yeah.

00:02:26 19 MS. SCHECHTER: So I don't know what
00:02:27 20 to believe anymore, and I'm just -- you
00:02:30 21 know, I think it's very disconcerting
00:02:32 22 getting that information. That's what
00:02:41 23 I wanted to share.

00:02:42 24 THE COURT: Okay. Thank you. Any
00:02:44 25 other victims that wish to be heard?

00:02:47 1 MS. RODRIGUEZ: I wish to be heard,
00:02:49 2 please.

00:02:49 3 THE COURT: Who is speaking?

00:02:51 4 MS. RODRIGUEZ: Susie Rodriguez.

00:02:54 5 THE COURT: Ms. Rodriguez, good
00:02:57 6 morning.

00:02:57 7 MS. RODRIGUEZ: Good morning, Judge.
00:02:58 8 Thank you so much for everything that
00:03:00 9 you've done for us. I wanted to mention
00:03:02 10 that Surfside has approved other projects
00:03:05 11 after 2012 from the erosion control line,
00:03:09 12 and to give a few examples, the Four
00:03:12 13 Seasons, the Fendi Chateau and the Grand
00:03:15 14 Beach Hotel were approved from the erosion
00:03:17 15 control line. I just wanted to bring that
00:03:19 16 up to your attention.

00:03:20 17 THE COURT: Okay. That's very
00:03:23 18 interesting. I asked counsel about that
00:03:24 19 earlier.

00:03:25 20 MS. RODRIGUEZ: Somebody who owned
00:03:27 21 in our building who actually is very active
00:03:30 22 in the zoning workshops.

00:03:33 23 THE COURT: Okay. Well, look --

00:03:34 24 MS. RODRIGUEZ: And he's been
00:03:36 25 involved in many years.

00:03:37 1 THE COURT: I assume those are
00:03:38 2 issues that will be brought to their
00:03:41 3 attention by the receiver's land use
00:03:43 4 lawyers and other information. That's
00:03:45 5 why --

00:03:45 6 MS. RODRIGUEZ: I wanted to make
00:03:46 7 sure you were aware of it.

00:03:47 8 THE COURT: And that's one of the
00:03:49 9 reasons I questioned counsel as to whether
00:03:51 10 this measurement from the bulkhead versus
00:03:53 11 the erosion control line was something that
00:03:55 12 was clearly documented in the charter.
00:03:59 13 It's not. It looks like it's gone through
00:04:03 14 some machinations to get to that
00:04:04 15 conclusion.

00:04:05 16 They may be right, they may be
00:04:06 17 wrong, but if there's a course of dealing
00:04:08 18 in the past where they've allowed others to
00:04:11 19 build structures on the beach measuring
00:04:14 20 from the erosion control line for density
00:04:16 21 purposes, then I'm sure they will take that
00:04:18 22 into account when they are asked in this
00:04:22 23 case to give Champlain Towers victims the
00:04:26 24 same treatment and allow a buyer to measure
00:04:29 25 from the erosion control line.

00:04:34 1 MS. RODRIGUEZ: I would hope so.

00:04:35 2 THE COURT: That's a matter that
00:04:36 3 I've instructed the receiver and his land
00:04:38 4 use lawyers to look at, and if it is true,
00:04:41 5 and I assume you know what you're talking
00:04:43 6 about, but if it is true that since 2012
00:04:49 7 the Town has measured property from the
00:04:54 8 erosion control line as opposed to from the
00:04:58 9 bulkhead, and that's been their course of
00:05:00 10 dealing and the way they've interpreted
00:05:02 11 their charter and zoning code, I don't know
00:05:05 12 why they would change that interpretation
00:05:07 13 now to give less density to this site, but
00:05:12 14 that remains to be seen, and I hope that
00:05:15 15 matter will be addressed at their upcoming
00:05:19 16 September 9th workshop.

00:05:21 17 MS. GODT: Judge, if I can jump in
00:05:25 18 here. Just so you understand -- this is
00:05:26 19 Debbie Godt. Just so you understand,
00:05:26 20 Mr. Hockman said this meeting is coming up
00:05:28 21 at September 9th, and you said you hope
00:05:28 22 they do the right thing.

00:05:31 23 It's a majority rule. Majority rule
00:05:32 24 is just whoever is in attendance on that
00:05:35 25 day. So there are five people on the

00:05:37 1 commission right now. The Mayor and one of
00:05:40 2 the commissioners wants to put that zoning
00:05:42 3 in progress, it's very detrimental to us,
00:05:45 4 in place. The vice mayor and two
00:05:47 5 commissioners are a no. Two of those
00:05:49 6 commissioners are not going to be at the
00:05:51 7 September 9th meeting, which means the
00:05:53 8 Mayor could pass it with a 2-3 vote.

00:05:58 9 So I want to hear the attorney for
00:05:59 10 the Town confirm with us that they're not
00:06:02 11 going to allow him to slam this through
00:06:05 12 when two commissioners that are a no are
00:06:09 13 not in attendance.

00:06:10 14 THE COURT: Well, I doubt you're
00:06:11 15 going to hear that this morning from the
00:06:13 16 city attorney. I don't know how their
00:06:15 17 charter works and what's required for a
00:06:19 18 quorum or to pass a vote, nor do I know why
00:06:23 19 these elected officials will not be at the
00:06:25 20 workshop, but, you know, like I said, I'd
00:06:31 21 be extremely disappointed and surprised
00:06:36 22 if the Town takes any action that could
00:06:39 23 decrease the value of this property, and
00:06:41 24 I'd be doubly disappointed and surprised
00:06:44 25 if they did so by jamming it through with

00:06:46 1 less a majority of the members of the
00:06:48 2 council.

00:06:50 3 But, you know, I can't get into
00:06:52 4 that. You know, I don't control their
00:06:55 5 charter and what votes are required or not
00:06:59 6 required, but obviously this is a very
00:07:02 7 serious matter, and I would hope that they
00:07:05 8 would at least have a full council present
00:07:07 9 when they make these decisions. So that's
00:07:12 10 where we are.

00:07:13 11 MS. GODT: Is it possible -- is it
00:07:18 12 possible for the court to order that?

00:07:19 13 THE COURT: Mr. Hockman, how many
00:07:21 14 members are on the Town of Surfside
00:07:23 15 council?

00:07:24 16 MR. HOCKMAN: Your Honor, there are
00:07:25 17 five members that sit on the Surfside
00:07:28 18 council. One of the reasons that we were
00:07:30 19 unable to meet prior to the September 10th
00:07:33 20 deadline is because of a lack of quorum.
00:07:39 21 We do not do --

00:07:39 22 THE COURT: Hold on one second.
00:07:45 23 Ma'am -- all right. So what is a quorum?

00:07:49 24 MR. HOCKMAN: Three, Your Honor.
00:07:50 25 The problem with the two that have

00:07:52 1 difficulty attending is both have medical
00:07:54 2 issues that I don't want to get into on a
00:07:58 3 public forum under HIPAA rules, but they've
00:08:00 4 been unable to attend, not that they are
00:08:03 5 unwilling.

00:08:03 6 THE COURT: And they have to be
00:08:05 7 physically present to vote?

00:08:06 8 MR. HOCKMAN: It's an issue with the
00:08:07 9 Sunshine laws, Your Honor, which I know
00:08:10 10 you're familiar with.

00:08:11 11 MS. ARANGO: Your Honor, if I may --

00:08:13 12 THE COURT: Is there a suggestion
00:08:16 13 that three people may make these decisions
00:08:18 14 without the input or vote of the other two
00:08:21 15 that have these medical issues?

00:08:24 16 MR. HOCKMAN: Your Honor, Lilly
00:08:26 17 Arango is the Town attorney that sits on
00:08:28 18 the dais. I'll let her address that.

00:08:28 19 MS. ARANGO: Yes, Your Honor.
00:08:29 20 I just want to clarify, the meeting on
00:08:31 21 September 9th was previously scheduled.
00:08:33 22 It is a zoning workshop of the commission.
00:08:36 23 It is not a meeting. At workshops action
00:08:39 24 is not taken by the commission, but matters
00:08:43 25 are discussed and addressed, but there will

00:08:46 1 be no formal action at that meeting that
00:08:48 2 can be taken with respect to the zoning.
00:08:50 3 It's simply a workshop.

00:08:54 4 The Town is working on scheduling a
00:08:55 5 meeting where action can be taken and
00:08:57 6 direction given as soon as a quorum is
00:09:01 7 available, Your Honor.

00:09:01 8 THE COURT: Okay. All right. So,
00:09:10 9 Ms. Godt, I hope that answers your
00:09:13 10 question, but like I said, this is a
00:09:15 11 political process. These are the elected
00:09:17 12 officials of the City of Surfside and were
00:09:20 13 elected by its citizenry, and they answer
00:09:26 14 to the citizens of Surfside.

00:09:28 15 So if you all want to influence that
00:09:31 16 political process and the political
00:09:34 17 decisionmaking, then you should gather as
00:09:36 18 many of the citizens and their constituents
00:09:41 19 as possible and make sure your views are
00:09:43 20 known.

00:09:44 21 MR. SOTO: I'd like to say a few
00:09:46 22 words, if I may.

00:09:47 23 THE COURT: Yes, sir. Who are you?

00:09:49 24 MR. SOTO: Yes, my name is Leo Soto.
00:09:51 25 I'm actually the creator and organizer of

00:09:53 1 the Surfside memorial with the pictures and
00:09:55 2 the flowers.

00:09:57 3 THE COURT: Mr. Soto. Okay. Good
00:10:00 4 morning.

00:10:00 5 MR. SOTO: Good morning. It's an
00:10:02 6 honor to be here. I would just like to,
00:10:06 7 since there are so many family members in
00:10:06 8 this meeting, I would just like to say
00:10:06 9 we're working with History Miami to
00:10:06 10 preserve a memorial during hurricane
00:10:06 11 season, and they've asked me to let you all
00:10:14 12 know that if you want to have any pictures
00:10:15 13 of your loved ones that you'd like to add
00:10:17 14 to the memorial to preserve or notes or
00:10:20 15 anything else you'd like to add, please
00:10:20 16 send me an email at
00:10:26 17 Leosoto@wallofhopefoundation.org, and I'll
00:10:26 18 be able to arrange a pickup to make sure
00:10:26 19 that all those items get preserved with
00:10:26 20 History Miami.

00:10:33 21 In terms of everything that I've
00:10:34 22 heard today, when the idea was brought up
00:10:37 23 of potentially use the memorial as a land
00:10:40 24 swap, I got goose bumps, because that
00:10:42 25 really is win-win situation, where, you

00:10:44 1 know, the land could be given to Surfside
00:10:46 2 and the community to develop in their own
00:10:48 3 way. You don't have to worry about, you
00:10:49 4 know, another developer building a
00:10:52 5 residence and having people essentially
00:10:54 6 live over to where you lost your loved
00:10:57 7 ones. So if that could be the solution,
00:10:59 8 that would be an incredible way to -- you
00:11:02 9 know, for everybody to win.

00:11:03 10 The other idea that was brought up
00:11:06 11 which I also think is a great idea is the
00:11:10 12 88th Street. I know I've talked to some
00:11:13 13 City of Surfside officials that have
00:11:13 14 mentioned how that 88th Street walkway
00:11:16 15 towards the beach could be converted into a
00:11:20 16 memorial, and then that would obviously
00:11:23 17 involve whoever does sell the property --
00:11:25 18 buy the property of the building collapse
00:11:28 19 maybe be willing to donate a part of the
00:11:31 20 property where the building stood to be
00:11:34 21 combined with the property that also exists
00:11:37 22 there, the walkway, and then to make it a
00:11:41 23 nice big memorial. So both of those
00:11:41 24 options would be an incredible way to go
00:11:44 25 forward.

00:11:44 1 I'd like to thank you, again, for
00:11:46 2 hearing me out, and if anybody would like
00:11:48 3 to add pictures or anything else to the
00:11:51 4 memorial, please email me at
00:11:52 5 Leosoto@wallofhopefoundation.org. Thank
00:11:55 6 you.

00:11:55 7 THE COURT: Thank you, Mr. Soto.
00:11:57 8 All right. Before we adjourn, are there
00:11:59 9 any other family members that would like to
00:12:01 10 be heard --

00:12:01 11 MR. WAINBERG: Yes.

00:12:02 12 THE COURT: -- on matters that have
00:12:05 13 not already been adequately addressed by
00:12:08 14 the Court?

00:12:08 15 MR. WAINBERG: Yes, I would like to
00:12:16 16 speak, Your Honor.

00:12:16 17 THE COURT: Okay. Mr. Wainberg, is
00:12:18 18 it?

00:12:18 19 MR. WAINBERG: Yes.

00:12:19 20 THE COURT: Mr. Wainberg, good
00:12:21 21 morning. How can I help you, sir?

00:12:22 22 MR. WAINBERG: My brother-in-law and
00:12:24 23 three cousins all under the age of 28
00:12:27 24 passed away in the collapse, and I'm here
00:12:31 25 to -- just to briefly add some of what

00:12:38 1 Mauricio Kaufmann mentioned. I also think
00:12:41 2 that if we were able to do the land swap
00:12:47 3 with the community center, that would also
00:12:50 4 increase the value of the land just by the
00:12:52 5 fact of the investigation, the ongoing
00:12:54 6 investigation might take who knows how much
00:12:58 7 time, and that it would reduce the value of
00:13:02 8 the property for any potential developer.

00:13:05 9 So if the land swap were to happen,
00:13:13 10 the developers who buy the land wouldn't
00:13:14 11 have those constraints, allowing them to
00:13:16 12 probably building faster, sooner, and sell
00:13:19 13 faster also, which would also increase the
00:13:21 14 value of the property.

00:13:22 15 So I think that's something that
00:13:23 16 should be well looked at, because it's in
00:13:28 17 the best interest of everyone --

00:13:30 18 THE COURT: Okay.

00:13:32 19 MR. WAINBERG: -- especially the
00:13:34 20 family members.

00:13:35 21 THE COURT: Like I said, first of
00:13:37 22 all, Mr. Wainberg, I'm so sorry to hear of
00:13:39 23 your loss. I can't even imagine the grief
00:13:42 24 that your family is going through now and
00:13:46 25 to lose family members, especially that

00:13:52 1 young, is just so tragic, and I'm so sorry.

00:13:58 2 I agree. You know, when I heard the
00:13:59 3 concept for the first time this morning, my
00:14:02 4 initial reaction is it sounds like a
00:14:05 5 possible win-win. There may be a lot of
00:14:12 6 obstacles and maybe the Town is not in a
00:14:16 7 position to entertain that proposal, but
00:14:16 8 I've authorized the receiver to investigate
00:14:18 9 it, and hopefully we'll hear something
00:14:21 10 about it next week. Okay?

00:14:22 11 MR. WAINBERG: Okay.

00:14:22 12 THE COURT: And I know a lot of
00:14:24 13 people are in favor of that, because
00:14:25 14 it would allow a memorial to be built on
00:14:28 15 site, which is important to many victims.
00:14:30 16 If it can be accomplished in a way where
00:14:35 17 the families will also receive full value
00:14:38 18 for that site, then obviously I'm all on
00:14:41 19 board. Okay?

00:14:44 20 But like I said before, the site is
00:14:48 21 not going to be -- you know, the money that
00:14:51 22 can be generated from that site is not
00:14:53 23 going to be forfeited or donated for any
00:14:57 24 public cause for making a memorial. The
00:15:03 25 value of that land has to be monetized so

00:15:06 1 victims can recover compensation, and
00:15:09 2 if there's a way to do it by a land swap so
00:15:12 3 that the community center and memorial will
00:15:15 4 stay on the Champlain Towers site and still
00:15:18 5 allow full value to be realized by the sale
00:15:22 6 of another site, then I'm all on board.

00:15:24 7 But that's something that's within
00:15:26 8 the prerogative of the Town of Surfside,
00:15:28 9 and I've asked the receiver to explore it,
00:15:32 10 and he'll report back to me next week. So
00:15:34 11 I appreciate you bringing it up, and it's
00:15:37 12 something that is going to be looked at,
00:15:39 13 you have my assurance. Okay?

00:15:41 14 MR. WAINBERG: That's great. To
00:15:42 15 that, real quick, I also wanted everybody
00:15:46 16 to be fully aware that, you know, not all
00:15:49 17 the victims were fully recovered, so in
00:15:53 18 that parcel, there is, you know, for many
00:15:57 19 of us, family members of the victims,
00:16:02 20 we feel that it's kind of a burial site.

00:16:05 21 You know, there's still body parts
00:16:08 22 and there's still full bodies that were
00:16:13 23 never recovered and might never be
00:16:15 24 recovered, and, you know, to see a
00:16:17 25 building -- a high-end building built on

00:16:20 1 top of that land would be very, very hard
00:16:22 2 on all of us, and that's why we are all
00:16:25 3 trying to explore the possibility of a land
00:16:28 4 swap, if that makes sense, obviously,
00:16:32 5 without reducing the value of the potential
00:16:34 6 sale of the land.

00:16:35 7 THE COURT: Okay. Thank you, again,
00:16:36 8 and I'm very sorry, and I appreciate you
00:16:39 9 showing up today. I know it takes a lot
00:16:41 10 for you to be here during this time and to
00:16:44 11 express your views, and the Court very much
00:16:47 12 appreciates you joining us and hearing your
00:16:50 13 points of view.

00:16:51 14 MR. WAINBERG: Thank you,
00:16:52 15 Your Honor.

00:16:52 16 THE COURT: Okay. Any others,
00:16:54 17 before we adjourn, any other victims who
00:16:56 18 would like to address matters with the
00:16:59 19 Court that have not already been adequately
00:17:01 20 addressed?

00:17:02 21 Mr. Rodan.

00:17:04 22 MR. RODAN: Your Honor, i just want
00:17:07 23 to say a couple of more things that came up
00:17:10 24 in our meeting yesterday when we discussed
00:17:12 25 the possibility of this land swap that have

00:17:15 1 been discussed today, that's to reassure
00:17:18 2 people who maybe don't like this idea,
00:17:21 3 because this land could actually have a
00:17:22 4 higher value, because it wouldn't be a
00:17:24 5 burial site. So people don't want to buy
00:17:27 6 apartments on top of this collapse. They
00:17:29 7 would buy apartments in a different site.

00:17:31 8 So that's also an upside. Also,
00:17:35 9 if the community center is built in front
00:17:38 10 of the site of Champlain, sorry, right in
00:17:41 11 front you have the tennis courts, which
00:17:42 12 were part of the community center, so you'd
00:17:44 13 be having everything in one place. So
00:17:47 14 I think that makes a lot of sense.

00:17:48 15 Also, the fact that a community
00:17:50 16 center and a memorial could work together.
00:17:52 17 You know, you could have the swimming pools
00:17:55 18 and the parks and some other site you could
00:17:58 19 have, the part for the memorial, and it's
00:18:00 20 something that would work together much
00:18:03 21 better than like Mr. Wainberg said, seeing
00:18:06 22 a high-end building where our --

00:18:09 23 THE COURT: Let me ask you a
00:18:11 24 question about that. Let's assume -- I
00:18:16 25 don't know what the Town of Surfside's

00:18:18 1 reaction is going to be, but let's assume
00:18:18 2 for whatever reason it's unwilling to do a
00:18:23 3 land swap, is the community center site an
00:18:25 4 option for a memorial to add to the current
00:18:29 5 community center site? Is that something
00:18:31 6 that's ever been raised with the Town of
00:18:34 7 Surfside to dedicate some of that parcel?

00:18:37 8 I know that's not the first choice
00:18:40 9 of many of the victims who feel very
00:18:43 10 strongly that the memorial should be on
00:18:47 11 this site, and I understand that, but
00:18:49 12 assuming the Town is unwilling to do a land
00:18:51 13 swap, has anybody explored the prospect of
00:18:57 14 building a memorial on the site where the
00:18:59 15 community center now sits?

00:19:00 16 MR. RODAN: So, Your Honor, that
00:19:08 17 hasn't been considered, and from talking to
00:19:12 18 all of the victims, I think that would be a
00:19:14 19 third option, because it's even further
00:19:16 20 away from the site, so that hasn't been
00:19:20 21 considered.

00:19:20 22 I don't think it's such a great
00:19:22 23 option, with all due respect, and that
00:19:25 24 wouldn't solve our intent and our wish of
00:19:28 25 having a memorial in the land where 98

00:19:33 1 victims passed away instead of having
00:19:35 2 it somewhere else, but it's obviously an
00:19:39 3 option.

00:19:39 4 Thanks for your time and everything
00:19:40 5 that you're doing for us. Today was a very
00:19:46 6 positive court hearing, and I'm happy
00:19:49 7 we have the option you're considering now.
00:19:54 8 One last thing maybe would be to ask the
00:19:54 9 receiver to start working on the appraisal
00:19:56 10 of that lot just to make sure that we're
00:19:59 11 comparing apples to apples and it is, in
00:20:02 12 fact, of a similar value, and it has --
00:20:05 13 it could have all the zoning requirements
00:20:07 14 that we need.

00:20:09 15 THE COURT: Thank you, Mr. Rodan.
00:20:10 16 I appreciate your input, and you make a
00:20:12 17 very valuable point, and like I said, I'm
00:20:19 18 open-minded to this concept. It sounds
00:20:22 19 like a possible win-win, and the receiver
00:20:24 20 will explore it with the Town of Surfside
00:20:29 21 and hopefully have some news to report to
00:20:31 22 us next week.

00:20:31 23 Okay, ladies and gentlemen, thank
00:20:36 24 you again. I'm going to go ahead and have
00:20:37 25 a status next Wednesday at our usual time

00:20:41 1 at 9 a.m. It will be a Zoom link. In the
00:20:44 2 meantime, Mr. Singerman, Mr. Goldberg,
00:20:46 3 please make the revisions to the protocol
00:20:48 4 order, put it up on CourtMAP, and I will
00:20:51 5 execute that order as well as the order
00:20:54 6 authorizing the receiver to execute the
00:20:56 7 permit for the County.

00:20:58 8 I will see everybody next week if
00:21:01 9 there are no emergencies and I don't see
00:21:03 10 you sooner, I'll meet with you next
00:21:06 11 Wednesday, and the Court is now adjourned.

12 (Thereupon, the hearing was
13 concluded at 11:17 a.m.)
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CERTIFICATE OF REPORTER

STATE OF FLORIDA :
COUNTY OF MIAMI-DADE :

I, Matthew J. Haas, shorthand
reporter, do hereby certify that I was authorized
to and did stenographically report the foregoing
proceedings and that the transcript is a true and
complete record of my stenographic notes.

Dated this 1st day of September,
2021.



MATTHEW J. HAAS
Court reporter