

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

CASE NO: 2021-015089-CA-01

SECTION: CA43

JUDGE: Michael Hanzman

**Manuel Drezner**

Plaintiff(s)

vs.

**Champlain Towers South Condominium Association Inc**

Defendant(s)

**ORDER APPROVING PROTOCOL FOR INSPECTION, DOCUMENTATION, AND  
STORAGE OF COMPONENTS, REMNANTS, AND DEBRIS OF THE CHAMPLAIN  
TOWERS SOUTH COLLAPSE**

**THIS CAUSE** came before the Court on September 1, 2021 at 9:00 a.m. (the “**Hearing**”) on the motion (the “**Motion**”) filed by Michael I. Goldberg (the “**Receiver**”) on August 30, 2021, seeking approval of that certain *Stipulated Protocol for Inspection, Documentation, and Storage of Components, Remnants, and Debris of the Champlain Towers South Collapse* (the “**Protocol**”). At the Hearing, the Receiver and his counsel explained that the essential purpose of the Protocol is for the Receiver to make available to the Participants (as such term is defined hereinbelow) the Champlain Towers South On-Site Remnants over which the Receiver may have control which furthers the goal of administering this case in an efficient manner for the benefit of all interested parties and their representatives. For the reasons announced on the record of the Hearing, which are incorporated as though fully set forth herein, the Court approves and hereby orders the following:

Receiver, Michael I. Goldberg, Esq., on behalf of the Champlain Towers South Condominium Association, Inc. -- and with the permission, consent, and agreement of Co-Lead

Counsel – will, subject to the terms hereof, make all materials, components, remnants, and debris of the Champlain Towers South collapse that are located at the site (the “**Site**”) of the collapse, 8777 Collins Avenue, Surfside, Florida 33154 (the “**Champlain Towers South On-Site Remnants**”) available to designated representatives of (1) all named parties in the *In re: Champlain Towers South Collapse Litigation*, Case No. 2021-015089-CA-01 and related cases (collectively, the “**Litigation**”), (2) all reasonably known potential parties to the Litigation, and (3) all governmental entities with jurisdiction over the collapse site which wish to participate for visual inspection and documentation (collectively, “**Participants**”) upon obtaining possession and control from Miami-Dade County.

In addition, the Receiver will, subject to the terms hereof, make all materials, components, remnants, and debris of the Champlain Towers South collapse that are located off the Site of the collapse over which he may have control (the “**Champlain Towers South Off-Site Remnants**”) available to the Participants for visual inspection, documentation, non-destructive and destructive testing on later dates to be determined and subject to an additional Court approved protocol for destructive testing. The Receiver shall also separately allow for sampling, non-destructive and destructive testing of Champlain Towers South On-Site Remnants on later dates to be determined and subject to an additional protocol to be approved by the Court.

The details of this Protocol for inspecting and documenting the Champlain Towers South On-Site Remnants are set forth below. This Protocol has been agreed to by the Receiver and Plaintiffs’ Co-Lead Counsel, has been previewed with all Participants and commented upon by those Participants who wished to do so, and has been approved by the Court. At the request of the Receiver, any Participant may file a motion seeking amendments to this Protocol or the Court, *sua sponte*, may update or amend this Protocol.

1. The Receiver shall make the Champlain Towers South On-Site Remnants simultaneously available to the Participants and their designated counsel, experts, and forensic

professionals for an initial period not exceeding ten (10) hours per day on four consecutive days, at the Champlain Towers South collapse site, commencing as soon as is practicable after the Receiver is vested with control of the Site by Miami-Dade, County. In the Receiver's discretion, upon notice to the Participants, the Receiver may modify the inspection dates so as to not run consecutively, and/or make the Champlain Towers South On-Site Remnants available for additional inspection in the future. If any Participant disagrees with the Receiver's decision regarding additional inspections or scheduling, that Participant may file an appropriate motion with the Court. Participants shall handle their own parking arrangements. In the event of adverse weather conditions on one of the agreed upon dates, the parties will jointly select the next possible alternative date and the affected Participant(s) shall be entitled to resume the inspection at that time for the same amount of time that was lost due to adverse weather. All inspections will be conducted in accordance with applicable health and safety laws and protocols.

2. On a date and for a timeframe to be arranged prior to the on-site inspection dates, subject to any applicable local, state and federal laws and regulations, each Participant and its designees will be granted access to the airspace above the Site and the Champlain Towers South On-Site Remnants to fly a single drone (i.e., one drone per Participant) with LIDAR equipment and record the condition of the Site with photographs and video equipment. In the event that the simultaneous flight of multiple drones is impractical, then the Receiver shall coordinate times for each Participant to fly its own drone separately. In the Receiver's discretion, upon notice to the Participants, the Receiver may (subject to any applicable local, state and federal laws and regulations) make the airspace above the Site and the Champlain Towers South On-Site Remnants available for additional drone flights in the future. If any Participant disagrees with the Receiver's decision regarding additional drone flights, that Participant may file an appropriate motion with the Court.
3. Access to the Site for the purpose of visual inspection and documentation is restricted to eight designated persons per Participant at any one time ("**Designees**" and each a

“**Designee**”). Participants may change Designees during the inspection provided they do not exceed the eight-person limit, and subject in all respects to any replacement Designee complying with the terms of this Protocol, including, without limitation, paragraph 4 hereof. All plaintiffs in the Litigation are collectively limited to one group of eight Designees on Site at any one time, selected by Plaintiffs’ Co- Lead Counsel. Each Participant shall designate at least one attorney Designee, who shall count as one of the eight designated persons and who shall be responsible for and the point of communications for that Participant’s Designees. Non-attorney Designees shall be limited to those retained by a Participant.

4. No later than 48 hours prior to its inspection date, each Participant shall provide the Receiver with a written list of its Designees and shall include satisfactory evidence of the following for each: titles and credentials, valid identification, proof of liability insurance in the amount of at least \$2 million for engineering professionals naming the Receiver as an additional insured, and an executed waiver and hold-harmless agreement in a form to be provided by the Receiver. On each inspection day, Designees must present themselves at the meeting area selected by the Receiver and provide valid identification. All Designees shall sign-in prior to entering the Site and sign-out upon leaving the Site. A record of the Designees (including, if applicable, the Participant who retained them) will be shared with all Participants. Each day, the sign-in process will start at 7:00 a.m. (or at an alternative time to be set by the Receiver) and the first visual inspection, as set forth below, will start as soon as practicable thereafter.
5. Once in the Site, each Designee may visually inspect and document the condition of the Champlain Towers South On-Site Remnants with photography, video recording, ground penetrating radar (GPR), LIDAR, 3D laser scanning/modeling, surveying equipment, or any other non-destructive methods of inspection and documentation. Designees may also measure by conventional means, take notes, draw sketches, and conduct additional non-destructive visual inspections, scans, surveys, and measurements including ferroskans and

corrosion evaluation (to the extent that such ferroskans and corrosion evaluations are conducted in a non-destructive manner on already exposed Champlain Towers South On-Site Remnants that are free from concrete encasement). At their own risk and without machinery or tools employed to alter the Site or Champlain Towers South On-Site Remnants (other than to make temporary markings for measurement purposes), Designees may touch by hand or with measuring devices any piece or portion of the Champlain Towers South On-Site Remnants provided that the Designee's contact will not alter or damage that material or other material. Designees may not otherwise alter the condition and may not modify the location of any piece or portion of the Champlain Towers South On-Site Remnants. Designees must take all necessary steps to avoid damaging or physically altering the condition or location of any piece or portion of the Champlain Towers South On-Site Remnants. Under no circumstances may any Designee take samples from, remove, or take possession of any materials, pieces, or portions of the Champlain Towers South On-Site Remnants. Reasonably necessary personnel of the Receiver will be available to facilitate the visual inspection process, but no physical assistance, tools, or equipment, such as cranes or dollies, will be provided.

6. Third-party videography arranged and paid for by each Participant (but the Receiver will provide one videographer for the plaintiffs and shall be entitled to copies of all videos produced by such videographer) to document their respective efforts to inspect and document the Champlain Towers South On-Site Remnants. The videographer used by a Participant shall not count as a Designee, but will be accompanied at all times by a Designee.
7. Discoverability of any measurements, photographs, observations, test results or other work product resulting from the site visit shall be governed by the Florida Rules of Civil Procedure and interpretative case law. In the event of a claim of privilege or work product protection, no party shall oppose a request for the Court to conduct an in-camera review and a hearing in advance of any ruling concerning production.

8. In advance of the site inspections by the Participants, the Receiver shall engage a videographer to conduct and record an initial site visit. The Receiver shall also engage a vendor to fly a drone with LIDAR equipment to conduct and record an initial site visit with photographs and video equipment. These video and records will be provided to every Participant prior to its inspection. Any person or entity later named as a party in the Litigation but that did not receive notice of the visual inspections governed by this Protocol shall be promptly provided a copy of the video and records from the Receiver's initial site visit upon its request.
9. To the extent the Receiver and/or governmental entity with jurisdiction over the collapse site had or has control over them, all Champlain Towers South Off-Site Remnants and all Champlain Towers South On-Site Remnants that are later removed to an off-site storage location (thereby qualifying as Champlain Towers South Off-Site Remnants) shall be stored and preserved in a secure facility consistent with the Court's preservation requirements and orders. These materials shall be preserved until the last lawsuit that this Protocol applies to is resolved by a final and non-appealable order, dismissal, or settlement and only after the party in control of those materials provides 30-days' written notice to all Participants of its intention to dispose of those materials. This paragraph may be modified for good cause upon motion by the Receiver.
10. The Participants recognize that this Protocol may not address each and every issue or concern that could arise during the inspection and documentation process. Should an issue arise that is not contemplated in this Protocol or a situation arises that requires interpretation of this Protocol or should a Participant object to any action that is taking place or about to take place, the Participants will first attempt to resolve the ambiguity or concern among themselves to the satisfaction of all Participants who are present at the time and the Receiver. If the ambiguity or concern cannot be so resolved, the Participants will submit the issue for determination to the Receiver, who will be physically present on Site during the inspection process and, in his judgment and discretion, will be empowered

to contact the Court to request an emergency telephonic or remote hearing on the dispute. If any Participant disagrees with the decision of the Receiver, the Participant may bring it to the attention of the Court by appropriate motion or otherwise.

11. Should any Participant wish to visually inspect and document the Champlain Towers South On-Site Remnants at a future date, such access will be permitted in the Receiver's discretion. If any Participant disagrees with the decision of the Receiver, the Participant may request appropriate relief from the Court.
12. No destructive testing will be permitted at this time. It is understood, however, that at a date in the future, one or more parties may wish to conduct some form of destructive inspection or testing. The Participants agree that before any such inspection or testing occurs, an order of the Court approving a further protocol will be sought, and that such activities will not proceed until such an order is obtained.
13. After turnover of the site to the Receiver by Miami-Dade County, if either it or the Town of Surfside contends that there is a circumstance implicating life safety concerns at the Site which empowers it to enter upon the site, and the Receiver does not consent to access to the Site by such party(ies), then Miami-Dade County or the Town of Surfside, as the case may be, may file a motion with the Court seeking a hearing on an emergency basis describing the life safety issue(s) with reasonable specificity and setting forth the relief sought by the movant. Any such motion shall be served on the Receiver and his counsel and the Participants, along with the notice of hearing thereon. Except in circumstances that Miami-Dade County or the Town of Surfside believes in good faith that it is necessary to enter upon the Site due to an imminent threat to the life or safety of one or more persons on or in the immediate vicinity of the Site, neither Miami-Dade County nor the Town of Surfside shall enter upon the site without the Receiver's, its agents or contractors, express consent until the Court has adjudicated the subject motion.
14. Without notice to the Participants, the Receiver may relocate or dispose of any materials not originally on-site at the time of the collapse, but that were later brought onto the site

for search and rescue, recovery, demolition, site management, and/or forensic investigation in a manner consistent with the Court's evidence preservation requirements and orders. These include but are not limited to unused supplies, formwork, storage sheds, tools, and equipment.

15. This Court shall retain jurisdiction of this matter for all purposes.

**DONE and ORDERED** in Chambers at Miami-Dade County, Florida on this 1st day of September, 2021.



2021-015089-CA-01 09-01-2021 8:29 PM

Hon. Michael Hanzman

**CIRCUIT COURT JUDGE**

Electronically Signed

**No Further Judicial Action Required on THIS MOTION**

**CLERK TO RECLOSE CASE IF POST JUDGMENT**

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