

**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

In re:

Champlain Towers South Collapse Litigation.

**RECEIVER'S MOTION FOR AUTHORIZATION TO PROVIDE NOTICE
TO UNIT OWNERS OF POTENTIAL LIABILITY IN EXCESS OF
LIABILITY INSURANCE PURSUANT TO SECTION 718.119(3), FLA.STAT.**

Pursuant to Section 718.119(3), Fla.Stat., Michael I. Goldberg (the "Receiver"), in his capacity as the Court-appointed Receiver for the Champlain Towers South Condominium Association, Inc. (the "Association"), moves for authorization to notify the Champlain Towers South Condominium (the "Condominium") unit owners (the "Unit Owners") of potential liability in excess of the Association's liability insurance.

In support of this motion, the Receiver states as follows:

1. This case arises out of the tragic partial collapse of the Champlain Towers South building on June 24, 2021, and then subsequent demolition of the unsafe remainder of the structure on July 4, 2021.

2. The Condominium is a Florida condominium created pursuant to the Declaration of Condominium executed July 30, 1981, as restated and amended from time to time, with the last restatement and amendment recorded April 30, 2019 (the "Declaration").

3. The Condominium is managed by the Association, which is a not-for-profit corporation created on August 4, 1981 pursuant to Chapter 617, Florida Statutes. The purpose for

which the Association was organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (the “Act”), for the operation of the Condominium.

4. The Association is expressly required to enforce by legal means the provisions of the Act, the Declaration, the Articles of Incorporation, By-laws, and the rules and regulations for the use of the Condominium. *See* Articles of Incorporation of the Champlain Towers South Condominium Association, Inc. at Section 4.2(g).

5. The Court appointed the Receiver as receiver for the Association and vested him with “the sole authority to exercise the rights and powers vested in the Association pursuant to Florida Statute Chapter 718 and other applicable laws. . .”. *See* Agreed Order Appointing Receiver (entered July 2, 2021) at ¶ 1.

6. Since the date of the tragedy, the Association has been named as a defendant in dozens of lawsuits alleging that it was negligent in the operation and maintenance of the Condominium, thereby causing significant damage to numerous victims of the collapse.

7. The Association maintained approximately \$18 million of General Liability Coverage at the time of the collapse. The claims against the Association substantially exceed the amount of General Liability Insurance coverage.

8. Section 718.119 provides, in relevant part:

(3) In any legal action in which the association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the association shall give notice of the exposure within a reasonable time to all unit owners, and they shall have the right to intervene and defend.

9. This case is in the unusual procedural posture wherein almost all – if not all – Unit Owners and/or their representatives are well aware of the pendency of this case and the claims against the Association. In addition, both individually, in some actions, and as potential members

of a putative class in this proceeding, the Unit Owners and/or their representatives are actually bringing claims against the Association for damages resulting from the collapse.

10. Although the Receiver believes the purpose of Section 718.119(3) – *i.e.*, notice of claims exceeding the Association’s insurance coverage – has already been achieved, in an abundance of caution, the Receiver seeks authorization to provide formal, technical notice of the pendency of this case to all Unit Owners.

11. The filing of this motion does not mean that the Receiver has made any determination regarding whether or not to assess Unit Owners for damages that may be awarded in excess of any liability coverage. Instead, the Receiver only seeks to ensure compliance with Section 718.119(3).

12. Once such notice is authorized by the Court as requested by this motion, the Association will have fulfilled the technical, formal requirements of Section 718.119(3).

13. Accordingly, the Receiver seeks authorization from the Court to provide written notice of the pendency of this case and the potential exposure of the Association above its liability insurance to all Unit Owners and/or their representatives.

14. The Receiver proposes to provide notice to all Unit Owners and/or their representatives by publishing such notice on his website set up for this case, by emailing the notice to the person(s) in the Receiver’s records listed as being a Unit Owner or representing a Unit Owner, and by filing a copy of the notice in the record of this case.

15. The Receiver submits that these forms of notice are sufficient to meet the requirements of Section 718.119(3).

WHEREFORE, the Receiver respectfully requests the Court to authorize him to provide notice to the Unit Owners and/or their representatives of potential liability in excess of the

Association's liability insurance under Section 718.119(3), Fla. Stat., as set forth herein and grant the Association such other relief as is just and proper.

Dated: February 9, 2022

Respectfully submitted,

/s/ Michael I. Goldberg

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Court-Appointed Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 9, 2022, a copy of the foregoing was electronically filed with the Clerk of Court by using the Florida Courts E-Filing Portal and a copy of same was furnished to all counsel of record through the Florida Court's E-Filing Portal.

By: s/ Christopher S. Carver

Attorney