

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

IN RE: CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION,

CLASS REPRESENTATION

CBL DIVISION

CASE NO: 2021-015089-CA-01

**TG AND TWI'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFFS'
CONSOLIDATED SECOND AMENDED CLASS ACTION COMPLAINT**

Defendants Terra Group, LLC (“TG”) and Terra World Investments, LLC (“TWI”) (collectively, “Defendants”) file their Answer and Affirmative Defenses to Plaintiffs’ Consolidated Second Amended Class Action Complaint (“Complaint”) by Court Order dated February 3, 2022, and as to each correspondingly numbered paragraph state as follows:

INTRODUCTION

1. Admitted.
2. Defendants admit that residents and occupants lost their lives, homes, and belongings in the collapse of Champlain Towers South (“CTS”). Defendants deny that they caused the collapse of CTS or any other damages to Plaintiffs. Defendants are without knowledge sufficient to respond to the remaining allegations in Paragraph 2.
3. Defendants admit that CTS was an older building in need of repairs and maintenance. Defendants deny the remaining allegations in Paragraph 3.
4. Denied.
5. Defendants admit that the Champlain Towers South Condominium Association (the “Association”) failed to fulfill its responsibility to timely levy the necessary assessment and carry out needed repairs, that the engineer hired by the Association to investigate the structure failed to report adequately, and that the collapse was entirely preventable through the ordinary

diligence of the Association and its members. Defendants deny that they were negligent or grossly negligent and the remaining allegations in Paragraph 5.

PARTIES

6. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 6.

7. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 7.

8. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 8.

9. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 9.

10. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 10.

11. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 11.

12. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 12.

13. Defendants admit the first sentence of Paragraph 13 and that 8701 Collins Development, LLC, was the developer of 8701 Collins Avenue Condominium, a/k/a “Eighty-Seven Park,” located at 8701 Collins Avenue, Miami Beach. Defendant denies the remaining allegations in Paragraph 13 owned and developed the project known as “Eighty-Seven Park,” located at 8701 Collins Avenue, Miami Beach (the “Project”). Defendants deny the remaining allegations in Paragraph 13.

14. Defendants admit the first sentence of Paragraph 14 and deny the remaining allegations in Paragraph 14.

15. Defendants admit the first sentence of Paragraph 15 and deny the remaining allegations in Paragraph 15.¹

16. Denied.

17. Defendants admit that JMA was acting as the general contractor for the Project and are without knowledge sufficient to respond to the remaining allegations in Paragraph 17.

18. Defendants admit that NV5 was the geotechnical engineer for the Project and are without knowledge sufficient to respond to the remaining allegations in Paragraph 18.

19. Defendants admit that Desimone was the structural engineer for the Project and are without knowledge sufficient to respond to the remaining allegations in Paragraph 19.

20. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 20.

21. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 21.

22. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 22.

JURISDICTION AND VENUE

¹ Defendants object to Plaintiffs' use, throughout the Complaint, of the collective definition, the "Terra Defendants," for the reasons set forth in the memoranda filed in connection with Defendants' Motion to Dismiss Consolidated Second Amended Class Action Complaint. *See also KR Exchange Servs., Inc. v. Fuerst, Humphrey, Ittleman, PL*, 48 So. 3d 889, 893 (Fla. 3d DCA 2010) ("In addition, numerous paragraphs contain allegations and legal conclusions that improperly refer to FHI and Ittleman (as well as CRA and Guido) collectively as 'defendants' and do not differentiate among the various defendants' actions and statements.").

23. Defendants admit that this is an action seeking damages in excess of \$30,000, which falls within this Court's jurisdiction and deny any liability for such damages.

24. Defendants admit that jurisdiction properly lies in this Court and deny committing any tort.

25. Defendants admit the allegation of Paragraph 25 for venue purposes only and deny that many of the acts and omissions complained of took place.

GENERAL ALLEGATIONS

26. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 26.

27. Defendants admit the first sentence of Paragraph 27 and are without knowledge sufficient to respond to the remaining allegations in Paragraph 27.

28. Defendants admit the first sentence of Paragraph 28 and are without knowledge sufficient to respond to the remaining allegations in Paragraph 28.

29. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 29.

The Mechanics of the CTS Catastrophe

30. Denied.

31. Defendants admit a surveillance camera made a recording and are without knowledge sufficient to respond to the remaining allegations in Paragraph 31.

32. Admitted.

33. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 33.

34. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 34.

35. Defendants deny that the “Terra Defendants” built or maintained the beach access walkway and are without knowledge sufficient to respond to the remaining allegations in Paragraph 35.

36. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 36.

37. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 37.

38. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 38.

39. Defendants deny that the construction of Eighty-Seven Park irreversibly damaged key structural elements and are without knowledge sufficient to respond to the remaining allegations in Paragraph 39.

40. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 40.

41. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 41.

42. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 42.

43. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 43.

44. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 44.

45. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 45.

46. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 46.

The Terra Defendants' Dangerous Expansion of the 8701 Collins Avenue Property

47. Denied.

48. Denied.

49. Defendants admit that Eighty-Seven Park is located at 8701 Collins Avenue in Miami Beach and that it has eighteen stories. Defendants deny the remaining allegations of Paragraph 49.

50. Defendants admit that a beach access walkway separates the properties and that the properties border the municipal dividing line with Eighty-Seven Park situated in Miami Beach and CTS situated in the Town of Surfside. Defendants deny the remaining allegations in Paragraph 50.

51. Admitted.

52. Denied.

53. Denied.

54. Denied.

55. Defendants admit the City Commission of the City of Miami Beach passed Ordinance 2014-3857 and refer to it for its content and effect. Defendants deny the remaining allegations in Paragraph 55.

56. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 56.

57. Denied.

58. Defendants admit that the City of Miami Beach's Design Review Board approved the demolition of the Dezerland Hotel and the construction of a condominium building and Defendants refer to the City of Miami Beach's records for a complete expression of the terms of the approvals. Defendants deny the remaining allegations in Paragraph 58.

59. Defendants admit that 87th Terrace was a public right-of-way, with a sidewalk and parking and that it sat between CTS and the Dezerland Hotel. Defendants are without knowledge sufficient to respond to the allegations in the last sentence of Paragraph 59. Defendants deny the remaining allegations in Paragraph 59.

60. Denied.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

Defendants Ignored Warnings About the Risk of Construction to CTS

69. Denied.

70. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 70 and refer to the Florida Building Code for a complete expression of its content.

71. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 71 and refer to the Florida Building Code for a complete expression of its content.

72. Denied.

73. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 73 and refer to the NV5 Report for a complete expression of its content.

74. Defendants deny that the NV5 Report was provided to the “Terra Defendants” and refer to the Report for a complete expression of its content. Otherwise denied.

75. Denied.

76. Denied.

77. Defendants deny the first sentence of Paragraph 77 and refer to the NV5 Report for a complete expression of its content.

78. Defendants deny Paragraph 78 and refer to the NV5 Report for a complete expression of its content. Otherwise denied.

79. Defendants deny that the NV5 Report was directed to the “Terra Defendants” and refer to the Report for a complete expression of its content.

80. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 80 and refer to Title 29 for a complete expression of its content.

81. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 81 and refer to Title 29 for a complete expression of its content.

82. Defendants refer to Title 29 for a complete expression of its content. Otherwise denied.

83. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 83 and refer to the Florida Building Code for a complete expression of its content.

84. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 84 and refer to the Florida Building Code for a complete expression of its content.

85. Denied.

86. Denied.

Ultrahazardous Sheet Pile Driving at Eighty-Seven Park Damaged CTS

Defendants Ignored NV5 Warnings and Used Sheet Pile Driving

87. Denied.

88. Defendants refer to the NV5 Report for a complete expression of its content.
Otherwise denied.

89. Defendants refer to the NV5 Report for a complete expression of its content.
Otherwise denied.

90. Defendants refer to the NV5 Report for a complete expression of its content.
Otherwise denied.

91. Defendants refer to the NV5 Report for a complete expression of its content.
Otherwise denied.

92. Defendants deny that the NV5 Report was provided to the “Terra Defendants” and refer to the Report for a complete expression of its content. Otherwise denied.

93. Defendants deny that the NV5 Report was provided to the “Terra Defendants” and refer to the Report for a complete expression of its content. Otherwise denied.

94. Defendants refer to the NV5 Report for a complete expression of its content.
Otherwise denied.

95. Defendants refer to the NV5 Report for a complete expression of its content. Otherwise denied.

96. Denied.

97. Denied.

98. Defendants admit that the installation of sheet piles on the Eighty-Seven Park project occurred in 2016 and that, based on information and belief, a vibratory hammer was used. Defendants deny using the vibratory hammer and that the vibratory hammer emitted strong and dangerous vibrations. Defendants are without knowledge sufficient to respond to the remaining allegations in Paragraph 98.

99. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 99.

100. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 100.

101. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 101.

Defendants Failed to Adequately Monitor Sheet Pile Driving

102. Defendants deny that Curt Wyborny was the Project Manager of the “Terra Defendants” and refer to the February 13, 2016, email for a complete expression of its content. Otherwise denied.

103. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 103.

104. Defendants deny that Eric Stern informed the “Terra Defendants” of his intent and refer to Mr. Stern’s email for a complete expression of its content. Otherwise denied.

105. Denied.

106. Defendants are without knowledge sufficient to respond to the allegations in the first sentence of paragraph 106 and deny the remaining allegations.

107. Denied.

108. Admitted.

109. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 109.

110. Denied.

111. Denied.

112. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 112.

113. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 113.

114. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 114.

115. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 115.

116. Denied.

117. Defendants deny that the “Terra Defendants” established a vibration limit and refer to the Vibration Summary Report for a complete expression of its content. Defendants are without knowledge sufficient to respond to the remaining allegations in Paragraph 117.

118. Denied.

119. Denied.

120. Denied.

121. Defendant denies a weekly project meeting between the “Terra Defendants” and JMA and refers to the meeting minutes for a complete expression of their content. Otherwise denied.

122. Denied.

123. Denied.

124. Denied.

125. Denied.

126. Denied.

127. Denied.

128. Denied.

Defendants Ignored CTS Warnings, Dismissed Residents’ Fear for their Lives and Safety, and Continued Using Sheet Pile Driving

129. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 129.

130. Defendants deny that Francisco Canestri is the “Terra Defendants” Project Manager and refer to the alleged email for a complete expression of its content. Defendants are without knowledge sufficient to respond to the remaining allegations in Paragraph 130.

131. Denied.

132. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 132.

133. Denied.

134. Defendants refer to the March 17, 2016, email for a complete expression of its content. Otherwise denied.

135. Defendants deny that Curt Wyborny acted on behalf of the “Terra Defendants” and refer to the March 18, 2016, email for a complete expression of its content. Otherwise denied.

136. Defendants deny the allegations in Paragraph 136 and refer to the meeting minutes for a complete expression of their content.

137. Denied.

138. Denied.

139. Denied.

140. Defendants deny the allegations in Paragraph 140 and refer to the April 29, 2016, email for a complete expression of its content.

141. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 141.

142. Defendants are without knowledge sufficient to respond to the allegations in the first sentence of Paragraph 142 and deny the remaining allegations in Paragraph 142.

143. Denied.

144. Denied.

145. Denied.

146. Defendants deny the allegations in Paragraph 146 and refer to the May 7, 2019, email for a complete expression of its content.

147. Denied.

148. Defendants deny the allegations in Paragraph 148 and refer to the March 22, 2019, email for a complete expression of its content.

149. Denied.

150. Denied.

151. Denied.

152. Denied.

Soil Compaction Vibrations at Eighty-Seven Park Damaged CTS

153. Denied.

154. Defendants deny that the NV5 Report was provided to the “Terra Defendants” and refer to the Report for a complete expression of its content.

155. Denied.

156. Denied.

157. Denied.

158. Defendants deny the allegations in paragraph 158 and refers to the April 26, 2019, email for a complete expression of its content.

159. Defendants deny that Andres Moncada acted on behalf of the “Terra Defendants” and refer to the April 28, 2019, email for a complete expression of its content.

160. Denied.

161. Denied.

162. Denied.

163. Denied.

164. Denied.

165. Denied.

Dewatering at Eighty-Seven Park Damaged CTS

166. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 166.

167. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 167.

168. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 168.

169. Defendants deny that the NV5 Report was provided to the “Terra Defendants” and refer to the Report for a complete expression of its content. Otherwise denied.

170. Denied.

171. Denied.

172. Denied.

173. Defendants deny the allegations contained in paragraph 173 and refer to the October 5, 2015, letter for a complete expression of its content.

174. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 174.

175. Denied.

176. Denied.

177. Defendants deny that Curt Wyborny acted on behalf of the “Terra Defendants” and refer to the November 29, 2015, email for a complete expression of its content. Otherwise denied.

178. Denied.

179. Denied.

180. Denied.

181. Denied.

182. Denied.

183. Denied.

Excavation and Water Diversion at 87th Terrace Damaged CTS

184. Denied.

185. Denied.

186. Defendants deny the allegations contained in paragraph 186 and refer to the Development Agreement for a complete expression of its content.

187. Denied.

188. Denied.

189. Denied.

190. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 190.

191. Denied.

192. Denied.

193. Denied.

194. Defendants deny the allegations contained in paragraph 194 and refer to the December 21, 2020, email for a complete expression of its content.

195. Denied.

196. Defendants deny that water leaks began occurring in the CTS basement parking garage during the Eight-Seven Park construction and are without knowledge sufficient to respond to the remaining allegations in Paragraph 196.

197. Defendants deny the allegations contained in paragraph 197 and refer to the Morabito report for a complete expression of its content.

198. Denied.

199. Denied.

200. Denied.

The 2016 Pre-Construction Survey Confirmed That the Eighty-Seven Park Construction Project Damaged CTS

201. Denied.

202. Denied.

203. Denied.

204. Denied.

205. Denied.

206. Defendants deny the allegations contained in paragraph 206 and refer to the NV5 Report for a complete expression of its content.

207. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 207.

208. Denied.

209. Denied.

210. Denied.

211. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 211.

212. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 212.

213. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 213.

214. Denied.

The Association's Failure to Repair and the Association and Morabito's Failure to Warn About CTS's Dangerous Structural Problems

215. Admitted.

216. Admitted.

217. Admitted.

218. Admitted.

219. Admitted.

220. Admitted.

221. Admitted.

222. Admitted.

223. Admitted.

224. Admitted.

225. Admitted.

226. Admitted.

227. Defendants refer to the Morabito report for a complete expression of its content.

Defendant is otherwise without knowledge sufficient to respond to the allegations in paragraph 227.

228. Defendants refer to the Morabito report for a complete expression of its content.

Defendant is otherwise without knowledge sufficient to respond to the allegations in paragraph 228.

229. Defendants refer to the Morabito report for a complete expression of its content.

Defendant is otherwise without knowledge sufficient to respond to the allegations in paragraph 229.

230. Defendants refer to the Morabito report for a complete expression of its content.

Defendant is otherwise without knowledge sufficient to respond to the allegations in paragraph 230.

231. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 231.

232. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 232.

233. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 233.

234. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 234.

235. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 235.

236. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 236.

237. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 237.

238. Admitted.

239. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 239.

240. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 240.

241. Defendants deny that CTS suffered exponential damage during the construction of Eighty-Seven Park and are without knowledge sufficient to respond to the remaining allegations in Paragraph 241.

242. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 242.

243. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 243.

244. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 244.

245. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 245.

Becker's Callous, Reckless, and Conscious Disregard for the Lives, Safety, and Property of CTS Owners and Occupants

246. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 246.

247. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 247.

248. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 248.

249. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 249.

250. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 250.

251. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 251.

252. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 252.

253. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 253.

254. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 254.

255. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 255.

256. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 256.

257. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 257.

258. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 258.

Kenneth Direktor

259. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 259.

260. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 260.

261. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 261.

262. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 262.

263. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 263.

Steven B. Lesser

264. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 264.

265. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 265.

266. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 266.

267. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 267.

Donna DiMaggio Berger

268. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 268.

269. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 269.

270. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 270.

271. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 271.

272. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 272.

273. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 273.

274. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 274.

275. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 275.

276. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 276.

277. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 277.

278. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 278.

279. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 279.

280. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 280.

281. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 281.

282. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 282.

283. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 283.

284. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 284.

285. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 285.

286. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 286.

287. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 287.

288. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 288.

289. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 289.

290. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 290.

291. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 291.

292. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 292.

293. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 293.

294. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 294.

295. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 295.

296. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 296.

297. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 297.

298. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 298.

299. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 299.

300. Defendants are without knowledge sufficient to respond to the allegations in the first sentence of Paragraph 300 and deny that the “Terra Defendants” caused damages. Defendants further refer to the term sheet for a complete expression of its content. Defendants are without knowledge sufficient to respond to the allegations concerning Becker’s work, its review of the proposed term sheet, and the allegations in footnote 7.

301. Defendants deny the characterization of the Morabito Report, that the “Terra Defendants” constructed the walkway, that the construction of the walkway caused damage to CTS, that there was a “land grab” and that it was of significance to this case. Defendants are without knowledge sufficient to respond to the allegations concerning Becker’s focus and work and the remaining allegations of footnote 8.

302. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 302.

303. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 303.

304. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 304.

CLASS REPRESENTATION ALLEGATIONS

Class Definitions

305. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

306. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

The Liability Class

307. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

The Personal Injury and Wrongful Death Subclass

308. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

The Non-Owner Personal Injury and Wrongful Death Subclass

309. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

The Economic Loss and Property Damage Subclass

310. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

311. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

312. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

313. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

Numerosity

314. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

Commonality

315. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

Typicality

316. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

Adequacy of Representation

317. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

318. Admitted that the Court entered its Amended Order Appointing Plaintiffs' Counsel and Addressing Certain Case Management Issues on July 16, 2021, in which the Court appointed a leadership structure to manage Plaintiffs' claims. The remaining allegations contain legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

319. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

320. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

Predominance

321. This paragraph contains legal conclusions and statements of Plaintiffs' intention, which do not require a response. Otherwise denied.

322. Admitted that the claims brought by Plaintiffs arise out of the collapse of CTS.
Otherwise denied.

323. This paragraph contains legal conclusions and statements of Plaintiffs' intention,
which do not require a response.

324. This paragraph contains legal conclusions and statements of Plaintiffs' intention,
which do not require a response.

Superiority

325. This paragraph contains legal conclusions and statements of Plaintiffs' intention,
which do not require a response. Otherwise denied.

326. This paragraph contains legal conclusions and statements of Plaintiffs' intention,
which do not require a response.

COUNT I – NEGLIGENCE
(Against the “Terra Defendants”)

327. Defendants reassert their responses to the previous paragraphs.

328. Denied.

329. Denied.

330. Denied.

331. Denied.

332. Denied.

333. Defendants refer to the NV5 report for a complete expression of its contents.
Otherwise denied.

334. Denied.

335. Denied.

336. Denied.

337. Denied.

338. Denied.

339. Denied.

COUNT II – STRICT LIABILITY
(Against the “Terra Defendants”)

340. Defendants reassert their responses to the previous paragraphs.

341. Admitted only that sheet pile driving occurred on the Eighty Seven Park site.

Otherwise denied.

342. Admitted only that the referenced case speaks for itself. Otherwise denied.

343. Denied.

344. Denied.

345. Denied.

346. Denied.

347. Defendants refer to the NV5 report for a complete expression of its content.

Otherwise denied.

348. Denied.

349. Denied.

350. Denied.

351. Denied.

COUNT III – NEGLIGENCE
(Against JMA)

The allegations in paragraphs 352 – 368 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 352 – 368.

COUNT IV – STRICT LIABILITY
(Against JMA)

The allegations in paragraphs 369 – 381 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 369 – 381.

COUNT V – NEGLIGENCE
(Against NV5)

The allegations in paragraphs 382 – 402 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 382-402.

COUNT VI – STRICT LIABILITY
(Against NV5)

The allegations in paragraphs 403 – 415 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 403 – 415.

COUNT VII – NEGLIGENCE
(Against DeSimone)

The allegations in paragraphs 416 – 435 are not directed to TG or TWI. Accordingly, TG and TWI deny denies the allegations in paragraphs 416 – 435.

COUNT VIII – STRICT LIABILITY
(Against DeSimone)

The allegations in paragraphs 436 – 448 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 436 – 448.

COUNT IX – NEGLIGENCE
(Against Association)

The allegations in paragraphs 449 – 524 are not directed to TG or TWI. Accordingly, TG and TWI denies the allegations in paragraphs 449 – 524.

COUNT X – GROSS NEGLIGENCE
(Against Becker)

The allegations in paragraphs 525 – 549 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 525 – 549.

GENERAL DENIAL

Defendants deny each and every allegation not expressly admitted above.

AFFIRMATIVE AND OTHER DEFENSES

By including a defense, TG and TWI do not accept the burden of proof or persuasion, unless otherwise provided for by law.

FIRST AFFIRMATIVE DEFENSE

Apportionment pursuant to Section 768.81, Florida Statutes

Section 768.81, Florida Statutes, requires that a court enter judgment against each party based on that party's percentage of fault. Accordingly, to the extent a jury finds liability, it should be apportioned among the named, and any subsequently-named, Defendants, Plaintiffs, and third-parties. TG and/or TWI's liability, if any is therefore limited to its proportionate share of responsibility for Plaintiffs' damages.

One group of entities among which liability could be apportioned and TG and/or TWI's percentage of fault decreased is the other currently-named Defendants for the reasons alleged in the Complaint, if true and proven.

For example, as alleged by Plaintiffs, John Moriarty & Associates of Florida, Inc. ("JMA") could be liable if a jury finds it owed duties to CTS residents and negligently engaged in or failed to monitor activities such as pile driving, dewatering, site compaction, and excavation work or ignored warnings by NV5, Inc. ("NV5") regarding available construction options. As to NV5, Plaintiffs assert that NV5 issued warnings regarding certain construction methods and that NV5

had duties to the CTS residents, which it allegedly breached by permitting, engaging in, and failing to monitor activities such as pile driving, dewatering, site compaction, and excavation, and by failing to ensure its warnings were heeded. Similarly, Plaintiffs assert that DeSimone Consulting Engineers, LLC (“DeSimone”) owed various duties to the residents of CTS and it allegedly breached those duties by negligently engaging in and failing to monitor pile driving, dewatering, site compaction, and excavation and by ignoring warnings from NV5. Plaintiffs also allege strict liability for pile driving as to JMA, NV5, and DeSimone.

Liability may also be apportioned to the Champlain Towers South Condominium Association (the “Association”), for the reasons set forth in the Complaint. As alleged, the Association owed Plaintiffs duties, including to control and maintain the common areas, keep the building in a reasonably safe condition, and guard against dangers, and the Association breached those duties.

As to Morabito Consultants, Inc. (“Morabito”), Plaintiffs assert that Morabito issued a report listing multiple defects with the building yet Morabito allegedly failed to notify and warn residents and failed to submit the appropriate report to the Town of Surfside. It also alleges that Morabito failed to adequately analyze the building to determine if it was structurally sound and that Morabito failed to take any life-saving measures.

Plaintiffs also assert that Becker & Poliakoff, P.A. (“Becker”) was grossly negligent because it was aware of defects at CTS yet failed to warn the residents and Board or to take action to address the problems.

A jury could thus apportion liability among the Defendants for the reasons above, as well as any other reason set forth in the Complaint or developed through discovery, and 8701 Collins Development’s proportionate share of liability should decrease accordingly.

A jury may also find that Plaintiffs were comparatively negligent and assign a percentage of fault to them, including putative class members. For example, to the extent Board members, unit owners, or property managers negligently ignored defects, failed to investigate defects, or failed to maintain and repair CTS, they may be liable for any harm alleged in the Complaint. Board members, unit owners, or property managers may also be apportioned fault to the extent they opposed necessary maintenance and repairs or voted against or opposed special or other assessments designed to remedy the building's defects. A jury could find additional liability for failing to warn renters and visitors about known defects. CTS Board members, property managers, and unit owners may share in additional liability to the extent they ignored warnings of potential harm, such as the report issued in 2018 by Morabito, or declined to authorize or proceed with a special or other assessments to address the harm. A list of unit owners, Board members, and property managers currently known to TG and/or TWI is attached as Exhibit "A".

TG and/or TWI may also be entitled to an allocation of fault with non-parties. *See Fabre v. Marin*, 23 So. 2d 1189 (Fla. 2003). TG and TWI do not currently know all non-parties that might be at least partially liable for Plaintiffs' alleged harm, but based on preliminary analysis, potential non-parties to whom fault may be allocated include the entities discussed below.

TG and/or TWI are entitled to an allocation of fault to the extent the jury finds CTS unit owners, Board members, or property managers at fault for negligent acts or failures to act. These non-parties include non-Plaintiff unit owners and Board members who were not residing at CTS at the time of the collapse along with former property managers. Their potential liability would be based on the same acts or omissions as the Plaintiffs, e.g., failure to maintain and repair CTS, opposing efforts to address defects, and failing to warn others of defects. CTS unit owners, Board members, and property managers may share in additional liability to the extent they ignored

warnings of potential harm, such as the report issued in 2018 by Morabito, or declined to authorize or issue a special or other assessment to address the harm. A list of prior unit owners, Board members, and property managers currently known to TG and TWI is attached as Exhibit “A”.

The developers, general contractors, subcontractors, consultants, design professionals, and other entities or individuals that worked on CTS may also be apportioned a share of liability to the extent a jury finds they negligently designed, constructed, developed, or otherwise worked on CTS or acted or failed to act in a reasonable and prudent manner. Contractors, consultants, and other entities or individuals that subsequently performed repairs, maintenance, inspections, or otherwise worked on CTS may also be apportioned liability to the extent a jury finds they acted negligently in performing those acts or failed to act in a reasonable and prudent manner. Additionally, a jury may apportion liability to the subcontractors and consultants that worked on the 87 Park project to the extent a jury determines they negligently designed, constructed, installed, or otherwise worked on the 87 Park project or acted or failed to act in a reasonable and prudent manner. A list of such currently known parties, contractors, subcontractors and consultants and design professionals for CTS and 87 Park is attached as Exhibit “B”.

TG and TWI may also be entitled to an allocation of fault against the Town of Surfside, City of Miami Beach, and Miami-Dade County to the extent a jury finds that they or their employees, officials, and agents acted or failed to act negligently in supervising and enforcing building codes and construction work.

Entities and individuals involved with the Surfside beach renourishment project, including the U.S. Army Corps of Engineers, might also be allocated a percentage of fault, as might any other entity or individual involved in construction activity near the vicinity of CTS.

TG and TWI also incorporate by reference all *Fabre* defendants identified by all other defendants in their Affirmative Defenses, as well as all subsequently identified *Fabre* defendants at any time prior to trial.

As discovery is still ongoing and the cause of collapse uncertain, TG and TWI maintain the right to amend this defense as necessary.

SECOND AFFIRMATIVE DEFENSE

Failure to state a claim

Plaintiffs' claims are barred in whole or in part for failing to state a claim of negligence or strict liability, including but not limited to, for the reasons set forth in Defendants' Motions to Dismiss and because Plaintiffs failed to allege ultimate facts establishing that TG or TWI owed a duty to Plaintiffs, breached that alleged duty, that such alleged harm was foreseeable, and that TG and/or TWI participated in an ultrahazardous activity. Plaintiffs' claims are also barred in whole or in part for failing to state a claim of vicarious liability or piercing the corporate veil for the reasons set forth in TG and TWI's memoranda filed in connection with their Motion to Dismiss the Complaint and the memoranda filed by 8701 Collins Development in connection with its Motion to Dismiss the Complaint. Finally, TG and TWI state that the Plaintiffs' claims are barred in whole or in part for failure to state a claim for the reasons set forth in TG and TWI's memoranda filed in connection with its Motion to Dismiss the Complaint.

THIRD AFFIRMATIVE DEFENSE

Statute of limitations and repose

Depending on the when the defects in the CTS building occurred and when the defects were discovered, Plaintiffs' claims may be barred, in whole or in part, based upon the statute of limitations (four years) and statute of response (ten years) set forth in Section 95.11(3)(c), Florida Statutes.

FOURTH AFFIRMATIVE DEFENSE
Intervening and/or superseding causes

Plaintiffs' claims are barred, in whole or in part, because any alleged harm or damage was caused by intervening and/or superseding causes outside of Defendants' control, including but not limited to acts by third parties and acts of god.

FIFTH AFFIRMATIVE DEFENSE
Acts of god

Plaintiffs' claims are barred, in whole or in part, to the extent the damages resulted from acts of god or other unavoidable causes such as floods, hurricanes, and unknowable underground erosion or activity.

SIXTH AFFIRMATIVE DEFENSE
Failure to maintain

Plaintiffs' claims may be barred, in whole or in part, to the extent the cause of the collapse was the failure of the Association and/or the unit owners to maintain the building, including failure to undertake any necessary maintenance and repairs, failure to implement the repairs recommended in Morabito's 2018 Report, and failure to take any other action recommended for the maintenance, repair, and/or investigation of Champlain Towers.

SEVENTH AFFIRMATIVE DEFENSE
Act or omission of third party

The damages alleged in Plaintiffs' Complaint were caused solely by the acts or omission of a third party, other than an officer, director, employee, or agent of Defendants, over whom Defendants had no control, including but not limited to CTS unit owners, CTS Board members, and entities that designed, developed, constructed, maintained, or otherwise worked on CTS.

EIGHTH AFFIRMATIVE DEFENSE
Section 718.119, Florida Statutes

Pursuant to Section 718.119, Florida Statutes, to the extent the Association is liable for any of Plaintiffs' alleged harm, Plaintiffs' damages may be entitled to set off against the individual CTS unit owners to the extent of their pro rata share of that liability in the same percentage as their interest in the common elements.

NINTH AFFIRMATIVE DEFENSE
Setoff

To the extent Plaintiffs are entitled to recover any sums against TG and/or TWI, these Defendants are entitled to a set off for any reimbursements and payments received by Plaintiffs from any party or non-party, including but not limited to judgments, settlements, or insurance payments. Such setoff shall include, but not be limited to, those permitted under Section 768.76, Florida Statutes.

TENTH AFFIRMATIVE DEFENSE
Laches

Plaintiffs' claims are barred in whole or in part to the extent that a jury finds liability on the part of TG and/or TWI, and Plaintiffs knew about the allegedly negligent actions of TG and/or TWI and delayed in bringing action.

ELEVENTH AFFIRMATIVE DEFENSE
Estoppel

To the extent that Plaintiffs made misrepresentations regarding the condition of CTS, including maintenance and repairs of CTS, and TG and/or TWI relied on Plaintiffs' statements or actions and changed their position accordingly, Plaintiffs' causes of action are barred, in whole or in part, by the doctrine of estoppel. Plaintiffs are also estopped from advancing claims of vicarious

liability and veil piercing based upon their representations in the Omnibus Response to Defendants' Motions to Dismiss.

TWELFTH AFFIRMATIVE DEFENSE

Unclean hands

To the extent that Plaintiffs knew about any defects with CTS and contributed to those defects by, for example, failing to maintain the building and opposing necessary repairs and maintenance, Plaintiffs' claims are barred, in whole or in part, under the doctrine of unclean hands.

THIRTEENTH AFFIRMATIVE DEFENSE

Failure to mitigate

Plaintiffs' recovery for their causes of action are barred, or must be reduced, in whole or in part, to the extent Plaintiffs failed to mitigate, minimize, or avoid the purported damages alleged. For example, to the extent Plaintiffs knew of defects with the CTS building, such as the defects contained in the 2018 Morabito report, Plaintiffs failed to mitigate future harm by failing to maintain and repair the CTS building.

FOURTEENTH AFFIRMATIVE DEFENSE

Primary jurisdiction

The relief sought by Plaintiffs is within the particular expertise of, and is being addressed by, federal, state, and local governments and their agencies. This Court should abstain and defer to the jurisdiction of public agencies, including, but not limited to, the National Institute of Standards and Technology ("NIST").

FIFTEENTH AFFIRMATIVE DEFENSE
Contribution

To the extent TG and/or TWI pay more than their pro rata share of any common liability, TG and/or TWI are entitled to the benefits of Section 768.31, Florida, in regard to contribution among tortfeasors.

RESERVATION

Discovery is in its incipiency and the parties to this action also have yet to be provided access to material evidence in the custody of the National Institute of Standards and Technology and Miami-Dade County authorities. Defendants TG and TWI reserve the right to assert any additional affirmative defenses that may come to light through discovery or further investigation once access to such materials has been provided.

REQUEST FOR RELIEF

Defendants TG and TWI pray that a judgment be entered in its favor, including payment of costs and expenses.

Dated: February 23, 2022

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that foregoing document was filed with the Florida Courts e-filing Portal this this 23rd day of February, 2022 and that all counsel of record were electronically served via the Florida Courts e-filing Portal.

/s/ Paul J. Schwiep
Paul J. Schwiep

Exhibit A

to

**TG and TWI's Answer and Affirmative Defenses
to Plaintiffs' Consolidated Second Amended
Class Action Complaint**

Unit Number	Unit Owner
1001	Claudio Bonnefoy, trustee of the Claudio Bonnefoy Family Trust dated 07.21.1997 as amended, as to an 80% interest and Maria Obias-Bonnefoy, trustee of the Maria Obias-Bonnefoy Revocable Trust dated 03.13.2007 as to 20% interest as Tenants in Common
1001	Perla Maya De Mondlak
1002	Cherry 1002, LLC
1002	Enrique Kopel
1002	Enrique Kopel
1002	Chana Gizunterman de Kopel
1002	Citypoint Management Corp (a Panamanian Corporation)
1002	Valdosta Enterprises, Inc. (a Panamanian Corporation)
1003	Francesco Cordaro and Rosalia Cordaro (husband and wife)
1003	Alpha Brokers Consultants, Inc. (a Florida corporation)
1003	Moris Moreno and Melany Moreno
1003	TBD
1003	Lazaro Bekerman & Rosa Bekerman
1003	Arnost Sterba and Ruzena Sterba
1004	TBD
1004	Arnost Sterba and Ruzena Sterba
1005	Emilia Mattei
1005	Viviana Faerman
1005	Luis Stein and Perla Stein
1005	Edgar Ernesto Branger Moreno
1006	Ricardo D. Alvarez and Hortensia Alvarez (husband & wife) and Susana Alvarez
1006	Edward Wiener
1006	Marsha Wiener (as trustee of the Marsha Wiener Revocable Trust dated 05.26.2000)
1006	Marsha Wiener
1006	Gayle Serba (representative of the Estate of Katrine Bursheim)
1006	John Lowell Bursheim
1006	Victoria Martin
1007	Bernd Nufer
1007	ALCO, S.A. (a Panamanian corporation)
1008	Isaac Rudy and Rosalie Rudy (husband & wife)
1008	Tomas Mozer
1008	Gabriel Mozer and Elizabeth Mozer
1009	Manuel Drezner and Edith Drezner
1009	Jay Goodfarb and Betty S. Goodfarb
1009	TBD
1009	Jay Cannistraci and Audrey Cannistraci
1009	Horacio Pedro Matheos and Nelly Patemo de Matheos
1010	Unityfam 1001 Corp (a Florida Corporation)

1010	Graciela M. Escalante
1010	Fausto Losana and Eugenia Losana
1010	Finatur World International Corporation (a Panamanian corporation)
1010	Dr. Fausto Losana Pelaez and Eugenia Losana
1010	Maria Josefa Del Moral Martinez
1010	Manuel Teper and Frida Teper
101	John Brecker and Heather Walters
101	Pedro P. Forment as trustee of the Pedro P. Forment Trust under unrecorded Trust Agreement dated 10.03.2008
101	Pedro P. Forment
101	Walter Elias and Lucy Elias
101	Wania Smale
101	Towertown Investments, S.A. (a Panamanian corporation)
1011	Ana C. Mora and Juan A. Mora, Jr.
1011	Ana C. Mora and Juan A. Mora, Jr.
1011	Claudia Hanstveit
1011	Raul H. Matallana as trustee of the Raul H. Matallana Living Trust under Agreement dated 01.28.2011
1011	Raul H. Matallana
1011	Ligia Bermudez
1012	Joel Waisglass, Sharon Blankenstein Waisglass and Daniel Figueroa trustees of the Champlain Towers Property Trust u/a/d 08.28.2019
1012	R. Blankenstein Enterprises Limited
1012	Lauralyn Investments, Inc. (a Florida corporation)
1101	Isaias Stawski and Guta Stawski
1102	Max Friedman and Ellen Friedman
1102	Jacko Mitrani
1102	Inversiones Lerca S.A., a Panamanian corporation
1102	Roberto Mitrani and Esther Mitrani
1102	Elizabeth Mozer
1103	Randy S. Rose as trustee of the Randy S. Rose Revocable Trust u/a/d/ 06.29.2006
1103	Luis M. Tapia and Delia Bolanos Tapia
1103	Luis M. Tapia
1103	Diana Wohlstein
1103	Ivan Wohlstein and Barbara Wohlstein
1104	SETFLORE LLC, (a Florida limited liability company)
1104	Rosa Maria Escagedo as trustee of the Rosa Maria Escagedo Revocable Trust u/a/d 10.30.2003
1104	Salomon Cohen and Viviane Cohen
1105	Deborah Soriano as trustee (and not individually), her Successor(s) as trustee(s) of the Deborah Soriano Revocable Living Trust, dated 09.19.2014 and any Amendments or Restatements Thereto
1105	Deborah Soriano Bendjouia
1105	MLG of Florida, LLC (a Florida Limited Liability Company)

1105 Deutsche Bank National Trust Company, as trustee for Holders of the BCAP
 LLC Trust 2007-AA3
 1105 Peter Noda and Linda Noda
 1105 Taichi Properties, Inc. (a Panamanian corporation)
 1106 Adalberto Agüero and Nieves Isabel Agüero (husband/wife)
 1106 Adalberto Agüero and Nieves Isabel Agüero (husband/wife)
 1106 Angela Lopez
 1106 Angela Lopez, Mary Estok and Adalberto Agüero as trustees of the Angela
 Lopez Revocable Trust II dated 07.21.2010
 1106 Amable Lopez and Angela Lopez
 1106 Emery Holzl and Jeanne Holzl
 1106 ALCO, S.A. (a Panamanian corporation)
 1107 Teralba, Inc. (a Florida corporation)
 1107 Roger Lepine
 1107 Trimax, Inc. N.V. (a Netherlands Antilles corporation)
 1108 TBD
 1108 Terol Anstalt, a Liechtenstein corporation
 1108 Trimax, Inc. N.V. (a Netherlands Antilles corporation)
 1109 Sofia Kress and Nancy Kress, as joint tenants with right of survivorship
 1109 Jacinto Malo and Marcela Barria de Malo (wife)
 111 Rosa A. Quesada
 111 Philip Scaturro and Luis A. Contreras
 111 Judith M. Rogers
 111 Hemlock Hills Realty Corporation (a New York corporation)
 111 Maxime J. Ribera and Huguette Ribera
 1110 Iosif Khafizov joined by his wife Svetlana Levieva
 1110 Roberto Milner and Diane Milner (husband/wife)
 1110 Enrique Fefer
 1111 Maricela P. Prieto
 1111 Luis A. Poj and Manuel Poj each owning a 50% interest as tenants in
 common
 1111 Bernardo POJ and Teresa Levin de Poj (wife)
 1112 Annette Goldstein
 1112 Nathan Goldist and Sara Goldist (wife)
 112 Zababa Champ, LLC (a Florida limited liability company)
 112 Zababa Holding, LLC (a Florida limited liability company)
 112 Matilde F. De Zaidenweber
 112 Jose Zaidenweber and Matilde F. De Zaidenweber
 201 Real Pare and Denyse Breault Pare (husband/wife)
 201 Real Pare and Denyse Breault Pare
 201 Mariane Ling and Fabiano Saraiva (wife/husband)
 201 Ignacio J. Ayala and Antonia Ayala (wife)
 201 Michael E. Rowe and Carol Rowe (wife)
 201 Miguel Garcia and Gloria Garcia (wife)
 201 Jorge Acosta and Natalie Barbara Acosta (wife)

201 Arthur M. Halvajian and Araxy Halvajian (wife)
 201 Milany Company N.V. (a Netherlands Antilles corporation)
 202 Ryan Wolf and Cort Moritz (wife/husband)
 202 Corina Topp as to a life estate and Abraham Topp and Bernard Topp, as joint
 tenants with right of survivorship
 202 Manuel Topp and Corina Topp h/w
 202 Jerome N. Gavcovich and Lois Gavcovich (wife)
 202 Jorge Acosta and Natalie Barbara Acosta (wife)
 202 Arthur M. Halvajian and Azniv Halvajian, as Joint Tenants with rights of
 survivorship
 203 Magda Castineyra
 203 Gonzalo G. Torre and Maria G. Torre (wife)
 204 Eugenia Szpul De Acevedo, Paul Szpul and Clara Szpul
 205 Chandra Korakakos
 205 Jorge L. Vera and Iraida Vera (wife)
 205 Alicia M. de Quiroga
 206 Felix O. Birba and Ivette A. Birba (wife)
 206 Hillsborough Capital Inc., a British Virgin Islands company
 206 Luis Alberto Rodas
 206 Maria D. Santos
 206 TBD
 206 Damian Fernandez
 206 George J. Orphanos and Sofia Orphanos (wife)
 207 Benfort Holdings LLC, a Florida limited liability company
 207 Rodrigo Selem Cache and Jacqueline Patoka (wife)
 207 Yalexis Lorenzo
 207 Clara Morjain, Regina Hequin, Isolina Karpel, and Rosa Lisitzky, tenants in
 common
 207 Victoria Gurwitz, a life estate and the remainder to Clara Morjain, Regina
 Hequin, Isolina Karpel, and Rosa Lisitzky as tenants in common
 207 Yako Morjain and Clara Morjain (wife)

 207 Aldo Tamiozzo Ragusa and Emma Astor De Tamiozzo (wife)
 207 Steve Bernstein and Barbara Bernstein
 207 Isaac Rajjman, Abram Gavcovich, Bernard Gavcovich
 209 Hernan M. Yellati and Mara Chouela (husband/wife)
 209 C. Marshall Friedman Bonnie Friedman (husband/wife)
 209 C. Marshall Friedman, trustee and His Successors in Trust under Trust
 Agreement of C. Marshall Friedman, dated 09.08.1994, known as the C.
 Marshall Friedman Lifetime Trust, as Thereafter Amended, as to a 50%
 Interest and Bonnie N. Friedman as to a 50% Interest, as tenants in common
 209 Lucy Estrin trustee of The Lucy Estrin Trust dated 02.25.1997
 209 Lucy Estrin
 209 Isaac Woginiak and Betty Woginiak (wife)
 210 Lilian Fish and Graham Fish (wife/husband)

210 Arnold Wm. Rachman
210 James Douglass
210 Biswanad Malhoe and Boejharat Rajdei Malhoe (wife)
211 Raymond Urgelles and Mercedes F. Urgelles as trustees of the Urgelles
Revocable Living Trust
211 Raymond Urgelles and Mercedes Urgelles (husband/wife)
211 2732-8970 Quebec, Inc. of the Country of Canada, Province of Quebec
211 J. M. Chabot
211 Ignacio Pedro Galarraga
212 Mark Rosenberg, as trustee of the ECR 7-17 Trust under Trust Agreement
dated 07.31.2017
212 TBD
212 Yako Morjain and Clara Morjain (wife)
212 Humberto Bambozzi and Amelia G. Bombozzi (wife)
301 Diane Cole
301 Howard Cole
301 Lydia Lapidus
301 Carlos Manresa and Norma Manresa (wife)
301 Gregory Kay
302 Arnold Notkin and Maria Caspi-Notkin (wife)
302 Catalina Gateno De Shrem
303 Jay Miller
303 Enrique Humberto Parafioriti and Paula Carina Kosc, as joint tenants with
right of survivorship
303 Enrique Humberto Parafioriti and Paula Carina Kosc de Parafioriti
(husband/wife)
303 Bayview Financial Exchange Services, LLC, Enrique Humberto Parafioriti
303 Anthony Beron and Brenda Giovannini (wife)
303 Stichting Pensioenfonds O.J. Holding, N.V.
303 Olivier J. de Jong
303 Albert F. Mastrianni and Carolyn Mastrianni (wife)
303 R.V. Development Corporation
303 Stefan I. Hajosi and Juana Medina de Hajosi (wife)
304 Angela Velasquez and Julio C. Velasquez (wife/husband)
304 Carmen D. Larrazabal and Gustavo Larrazabal
304 Susana Topp for life with remainder to her natural children (Vivian Topp
Harris, Arno Topp and Victoria Topp)
304 Susana Topp
304 Damian Fernandez
304 Sara Laufer and Mario Laufer, as joint tenants with rights of survivorship
304 Andre Olti and Magda Olti (wife)
305 Sarita Harari as trustee of the Sarita Harari Revocable Trust
305 Sarita Harari
305 TBD
305 Ovadia Shrem as trustee

306 Diselca Investment Corp., a Florida corporation
306 TBD
306 Ceta Bigelman Bazyler
306 Isaac Rajjman and Clara Rajjman (wife)
307 Berta Wodnicki as to a Life Estate, with remainder interest to Henry
Wodnicki and Jean Wodnicki (husband/wife)
307 Morris Wodnicki and Berta Wodnicki (wife)
307 Moises Chocron and Rica Chocron (wife)
307 Alberto Palacios and Maria Juana Palacios (wife)
308 Berta Wodnicki as to a Life Estate, with remainder interest to Henry
Wodnicki and Jean Wodnicki (husband/wife)
308 Morris Wodnicki and Berta Wodnicki (wife)
308 Moises Chocron and Rica Chocron (wife)
308 Alberto Palacios and Maria Juana Palacios (wife)
309 Paolo Longobardi and Anastasiya Longobardi (husband/wife)
309 Nelson A. Fonseca and Myriam B. Fonseca (wife)
309 Compania Intercontinental de Valores, S.A., a Panamanian Corporation
309 Jacques Aghion and Becky Aghion (wife)
309 1856-0409 Quebec, Inc. (50% interest) and 1856-0417 Quebec, Inc. (50%),
under the laws of the Province of Quebec, Canada
309 Antonio Franchini and Mabel C. Franchini (wife)
310 310 Surfside LLC (a Florida limited liability company)
310 Jorge Bruno and Carmen Bruno (husband/wife)
310 Roxana Bruno and Carmen Bruno
310 Armando Montalvo and Miriam Montalvo (wife)
310 Dale Brown
310 Barbara F. Fernandez-Pla
310 Dr. Restituto Fernandez-Pla and Barbara F. Fernandez-Pla (wife)
310 Andre Olti and Magda Olti (wife)
311 Richard G. Roviroso as trustee of the Richard G. Roviroso Revocable Trust
u/a/d 02.04.2011 and Maria T. Roviroso as trustee of the Maria T. Roviroso
Revocable Trust u/a/d 02.04.2011
311 Richard G. Roviroso and Maria Teresa Roviroso (husband/wife)
311 Roberto Gunczler and Mireya Gunczler (wife)
311 Zelio Eckstein and Magda Eckstein (wife)
312 Richard G. Roviroso as trustee of the Richard G. Roviroso Revocable Trust
u/a/d 02.04.2011 and Maria T. Roviroso as trustee of the Maria T. Roviroso
Revocable Trust u/a/d 02.04.2011 as tenants in common
312 Richard G. Roviroso and Maria T. Roviroso (husband/wife)
312 Compania Intercontinental de Valores, S.A., a Panamanian Corporation
312 Marcelino Pacho and Florence B. Pacho (wife)
312 Juan B. Negro and Liliana Negro (wife)
312 Gino De Zuane and Elvira Franchini de De Zuane (wife)
401 Marina Azen and Norman H. Azen as joint tenants with the right of
survivorship to Karla Harwich a/k/a Karla Azen

401 Marina Azen
401 Guillermo N. Leon
401 Humberto G. Jenco and Elizabeth Junco (wife)
401 Davfrid Corporation, a Panamanian corporation
402 MIC, LLC, a Florida limited liability company
402 Mayajigua Limited, A. B.V.I. Corporation
402 Martha A. Leff
402 Diana M. Feldman and Sergio D. Feldmen (husband)
402 Eugenia B. Perez
402 Carlos Alberto Hermida and Lina E.L. De Hermida (wife)
403 Difasu USA Inc., a Florida corporation
403 Difasu USA Inc., a Florida corporation
403 Kurt Brief and Basia Brief (wife)
403 Edgar H. Stubbs and Josefina Stubbs (wife) and Florial Lopez and Esther
Lopez (wife) as to an undivided 50% interest
404 Mihai Radulescu and Maria Popa (husband/wife)
404 Matilde Zapata
404 Dario Alvarez
405 Ann Caserta as trustee of The Ann Caserta Living Trust dated 04.04.2013
405 Ann Caserta
405 Marcos M. Fefer
406 Julio J. Brener
406 Isaac Rajjman, Abram Gavcovich, Bernard Gafcovich
407 Moshe Candiotti
407 Moshe Candiotti
407 164403 Canada, Inc., a Canadian corporation
407 Herbert J. Levin for life, remainder to Zaida Shlesinger Levin
407 Jaques Gateno
408 Daniela Silva
408 Harry D. Echeverria and Sonia A. Echeverria (wife)
408 Colori Internacional Sociedad Anonima, a Costa Rican corporation
408 Ovadia Shrem as trustee
409 John Turis and Susan Turis (husband/wife)
409 Shlomo Levy and Tamara Levy (wife)
409 Michael Feld, Gyorgyi Feld and Robert Kerr as trustees under Trust
Agreement dated 03.17.1997
409 Luis Finkelsteain, Noemi Finkelstein and Enrique Finkelstein as joint tenants
with right of survivorship
409 Enrique Finkelstein
409 Elvia Ratner
409 Gestion J. G. Cadieux Inc., a Quebec corporation
410 Regina Behar and Esther Altaras Meyers as joint tenants with rights of
survivorship
410 Regina Behar and Esther Altaras Meyers as joint tenants with rights of
survivorship

410 Regina Behar
 410 Melissa Marchand and Mark S. Blaskey trustees of the Irene A. Richter
 Irrevocable Agreement of Trust dated 06.28.2005
 410 Esteban Sperber and Katarina Sperber (wife)
 411 Beach Residential Investments LLC
 411 Clemente L. Vazquez-Bello and Margarita S. Vazquez-Bello (husband/wife)
 411 Esther Moyal
 411 Rosi Investments, N.V., a Netherlands Antilles corporation
 411 Zelio Eckstein and Magda Eckstein (wife)
 412 Miguel Angel Pazos and Elena Pazos (husband/wife)
 412 Arnaud De Volontat
 412 Arnaud De Volontat and Joelle De Volontat (wife)
 412 Laura Roxana Rotondo
 412 Rosi Investments, N.V., a Netherlands Antilles corporation
 412 Roberto A. Rotondo & Eduviges P. De Rotondo (wife)
 501 Gino Cattarossi and Graciela Cattarossi (wife)
 501 Marely Fuquen
 501 Samuel Zabner and Henrietta de Zabner (wife)
 502 8777-502 Collins Avenue, LLC
 502 Alexandre Platonov and Soussanna Platonova (wife)
 502 Maria Helena Castagna Thornburgh
 502 Eric Zuili and Carole Zuili (husband/wife)
 502 CTS Unit 502 LLC
 502 Morris Liberman and Rivka Liberman (wife)
 503 Kenneth R. Mayhew and Magaly C. Mayhew, as trustees of the Kenneth &
 Magaly Mayhew Family Trust dated 01.12.2010
 503 Kenneth R. Mayhew and Magaly C. Mayhew (husband/wife)
 503 Oscar Alfredo Soria and Maria Del Carmen Ocana De Soria (wife)
 504 8777 BC Holdings, LLC (a Florida limited liability company)
 504 Search Holdings, Inc. (a Florida corporation)
 504 Alpha Brokers Consultants, Inc. (a Florida corporation)
 504 Sergio S. Lozano
 504 Mark Alonso and Maryann Serralles Alonso (husband/wife)
 504 Mateas Saraga and Julieta Menadjed (wife)
 504 Judith Wasserman de Wolf
 505 Steve Dixon and Mary McGraw (husband/wife) as joint tenants with rights
 of survivorship
 505 Los Cuatro Caminos, LLC (a Florida limited liability company)
 505 Jose V. Diaz and Ileana Diaz, as joint tenants with full rights of survivorship
 505 Ileana Diaz
 505 Alan Waserstein & Trustee
 505 Victor E. Diaz and Ilena Diaz and Jose V. Diaz all as joint tenants with rights
 of survivorship
 505 Ibolya Schmerz
 506 Zulia R. Taub

506 Julio Fernandez and Zulia R. Taub
506 Gilda Maria Roitman
506 Giovanni Belussi and Katarina Benco de Belussi (wife), Ginnea Belussi
Benco and Danny Vincenzo Monticelli Belussi as joint tenancies with rights
of survivor
506 Paul Krenik and Fanny Krenik (wife)
506 Vivian Olty
507 Emanuel Grauer and Eugenia Grauer (wife) and Leopoldo Grauer
508 Caya Homes & Investments Corp
508 Alejandro J. Pena Gonzalez and Mary P. Castro Barrio (husband/wife) as to
a life estate Paula Pena, Sebastian Pena and Alex Federico Pena
508 Alejandro J. Pena Gonzalez and Mary P. Castro Barrio (husband/wife)
508 Third Federal Savings and Loan Association of Cleveland
508 Jorge Ricardo Elias and Maria L. Elias (wife)
508 Aime Racicot and Monique Racicot (wife)
509 Leon Gorfinkel and Esther Gorfinkel (wife)
509 Eclair Properties N.V., a Netherlands Antilles Corp
510 Platinum One LLC, a Florida limited liability company
510 Maria Angelica Martinez
510 Cordoba Entertainment Group, Inc.
510 Claudia Marcela Pulgarin and Mauricio Pieschacon
510 Israel Priscolnik and Sara Priscolnik (wife)
511 Richard Chiaraviglio and Maria A. Chiaraviglio (husband/wife)
511 Margaret Katz for a life estate. Upon her death, the remainder goes to Aaron
J. Katz
511 Margaret Katz
511 Maricela P. Maury
511 Maricela P. Maury
511 Maricela P. Maury-Prieto and Armando H. Maury as joint tenants with full
rights of survivorship and not as tenants in common
511 Regla, Inc., a Florida Corporation
511 Harvey R. Horowitz and Suzanne R. Horowitz (wife)
511 Fabrizio Menghini and Lina Menghini (wife)
511 Samuel Syrquin and Esther J. De Syrquin (wife)
512 Ovalina, LLC (a Florida limited liability company)
512 Ruth Shrem Benoliel
512 Catova, L.C.
512 Ovadia Shrem and Catalina Gateno de Shrem (wife)
601 Maricela P. Maury
601 Eduardo Fabricio Ojeda Vargas
601 Eduardo Fabricio Ojeda Vargas
601 Elisabete Silva Ojeda and Francisco Xavier Ojeda (husband)
601 Thomas Jess Anderson
601 Thomas Jacobsen as trustee
601 Eric Seinfeld

602 Hilda Noriega as trustee of the Hilda Noriega Living Trust dated 09.27.2016
602 Joseph Noriega and Hilda Noriega (wife)
602 Carlos Diaz and Maria Jose de Diaz (wife)
602 Rubiela Trading Corporation
602 Benedykt Szytcer and Tamara Szytcer (wife)
603 Kevin Spiegel
603 CAM Real Estate XII, LLC
603 HMC Assets, LLC solely in its capacity as Separate Trustee of CAM XII
Trust
603 Alina Alvarez Alzugaray
603 Albert Eskenazi
603 Pearl Sarna Taller
603 Ladislao Wohlstein
604 Michael Olla and Perla Olla (wife)
604 Zygmunt Rotter and Anna Rotter (wife)
605 Alfredo Lopez and Marian Smeraldi (wife)
605 Felix Fefer and Rita Fefer (wife)
606 Elmaber, LLC, a Florida limited liability company
606 Estate of Concettina R. Maio
606 Concettina Maio
606 Manek Grauer and Maria Grauer (wife)
607 Susana M. Rodriguez
607 Federico Barker and Julie H Barker
607 Henryk Friedwald and Halina Friedwald (wife)
608 Cristina Schwarz
608 Alberto G. Manrara and Maggie A. Manrara (wife)
608 Alberto G. Manrara and Maggie A. Manrara (wife) and Carmen Manrara, as
joint tenants with rights of survivorship
608 Alberto G. Manrara and Maggie A. Manrara (wife)
608 Florette Nessim
608 Florette Nessim and Heli Nessim
608 Michelle Bernardazzi
608 Maria Cristina Storni
608 Antonio Storni, Maria Cristina Storni and Carlos A. Storni
609 Francisco J. Valdes and Maria Elena Valdes trustees of the Valdes Family
Trust
609 Francisco J. Valdes and Maria Elena Valdes (husband/wife)
609 Joel Michael Klinger and Lawrence Paul Klinger, as tenants in common
609 Joel Michael Klinger
609 Rosalyn Klinger as trustee of the Rosalyn Klinger Revocable Trust dated
03.03.1998
609 Rosalyn Klinger
609 Anglo Mercantile, S.A., a Panamanian corporation
610 Luis Pelaez and Maray Ortiz, as co-trustees of the Pelaez Revocable Trust
U/A dated 05.21.2021

610 Luis Pelaez and Maray Ortiz
610 Adyleide Rivero
610 J. Carlos Quiroga and M. Pilar Quiroga (wife)
611 Maria I. Monteagudo
611 Michael M. Hansen and Karen Hansen (husband/wife)
611 Sunny Isles Investments, LLC
611 Jose Pelaez and Magda Pelaez (wife)
611 Gustavo Tames Jr. and Alicia Tames (wife)
611 Horacio P. Groisman and Judit A. Groisman (wife)
611 Carlos Strallnikoff and Rosa Susana Strallnikoff (wife)
611 Moises Rotbart and Silvia Rotbart (wife)
612 Olmsted Corporation, a BVI Company
612 Herbert C. Zemel and Evelyn J. Zemel (wife)
612 Elias Moskona and Claudine Moskona (wife)
612 Clamel Corporation, N.V., a Netherlands Antilles corporation
701 Reginald A. Long and Lisa D. Love (husband/wife)
701 Salomon Cohen and Maria J. Cohen (wife)
701 Ovadia Shrem and Catalina Gateno de Shrem (wife)
702 Frank Kleiman and Jay Kleiman
702 Sofia Kress (unremarried widow) and Nancy Kress as tenants in common
702 George Matz and Katherine Dorfman (wife)
702 Katherine Dorfman
702 Glen W. Gilson, II trustee
702 Carol Masterson
702 Jose A. Manzur and Patricia Juan de Manzur (wife)
703 True Honor Holdings, LLC, a Florida Limited Company
703 Rosanna Maria Bo Pena
703 James A. Kovacs and Pierina Chiesa (husband/wife)
703 Alberto Caro and Maria Caro (husband/wife)
703 Lidia Chadin Finkelstein and Ana Malvina Chadin Finkelstein
703 Miriam F. de Chadin
703 Victor Chadin and Miriam Finklestein De Chadin (wife)
704 Leon Oliwkowicz, as to the life estate, and Oscar Oliwkowicz (with remainder interest)
704 JAI, Inc. a Florida corporation
704 Champlain, Inc., a Florida corporation
704 Radu Vasilescu and Anny de Vasilescu (wife)
705 Steve Rosenthal
705 BK Kenilworth, Inc.
705 TBD
705 Ernest Kern and Marylyn Kern (wife)
705 Ernest Kern
705 Ernest Kern and Jean Kern (wife)
706 Alberto L. Apfelbaum ad Julieta A. Apfelbaum
706 Maria Barreto

706	Ovsii Kimelman Berlin
707	Jaqueline F. Dutra
707	Jose Guerrero and Maria Paz Guerrero
707	Beatriz Guerrero Gomez
707	Jose Guerrero and Maria Paz Guerrero (wife)
707	Michael Miller and Niki Miller (wife)
708	Mario Marcelo Pena and Rossanna Pena
708	Steve Medalsy (70%) and Annick Bouhadana (30%) as tenants in common
708	Norma Baldassare
708	Gerladine Taddeo as trustee
709	Neal Kenneth Godt and Debra Lou Godt (husband/wife)
709	Oswaldo Utrilla
709	Peter Bajdor and Rosa Mara Bajdor (wife)
709	Jonas Dworin and Maria Dworin (wife)
709	Rigoberto H. Aragon-Fierro
710	Besan, LLC, a Florida limited liability company
710	Samuel Schwartzbaum and Sofia Schwartzbaum (wife)
710	Aaron Teper, Samuel Damm and Luis Epelbaum
711	Mayra E. Santana (50%) and Armando P. Santana and Olga L. Santana (50%)
711	Rosana Marchelli
711	Renate Lustgarten a/k/a Renate Stecherl de Lustgarten as trustee U/A dated 06.14.1993 and with Diana Lustgarten Diaz to be the successor trustee upon the death, disability or resignation of Renate Lustgarten
711	Renate Lustgarten
712	Nancy K. Kleiman
801	Manuel V. La Font
801	Manuel V. La Font, Jr.
801	Manuel V. La Font, Jr. and Grisel Martos
801	Manuel V. La Font, Jr.
801	Carmen M. Barquin as tenant for life to Rita Barquin
801	Carmen M. Barquin
801	Cecilia M. Dos Ramos de Sousa
801	ALCO, S.A., a Panamanian corp
802	La Comparsita, LLC
802	Victoria Imperioli, Michael Imperioli (husband/wife) and Raisa Chlebowski
802	Iosif Khnfizov and Svetlana Levieva (husband/wife)
802	Mikhael, LLC, a Florida limited liability company
802	Aaron Dayan
802	TBD
802	Jose Dayan M. and Sammy Dayan M., as tenants in common
802	Zelik Worthalter and Etká Worthalter (wife)
803	Rodrigo Selem Cache
803	Rodrigo Selem Cache and Juana Maria Selem Cache joint tenants with right of survivorship

803 Lucila Beech
804 Adal Holdings, LLC, a Florida limited liability company
804 Israel Sadovnic and Edith Brief de Sadovnic (wife)
804 Israel Sadovnic and Edith Brief de Sadovnic (wife) and Kurt Brief and Basia
Korner de Brief (wife)
804 Carlos M. Strallnikoff & Rosa Susana Munichor (wife)
804 City National Bank of Miami
805 Margarita Brito
805 Lazaro Kozolchyk and Olga Kozolchyk
805 Rebeca Posner and Susan R. Mayer as joint tenants with the right of
survivorship (1/3) and to Rebeca Posner and David J. Mayer as joint tenants
with the right of survivorship (1/3) and Rebeca Posner and Rafael Mayer as
joint tenants with the right of survivorship (1/3)
805 805, Inc., a Florida corporation
806 Philippe D. Naim and Margarita Champin (wife)
806 Dominique James Corpora
806 James M. Corpora
806 TBD
806 Jorge A. Alvarez
806 Jon J. Prager
807 8777-502 Collins Avenue, LLC
807 Akron Investment, Inc., a Florida Corporation
807 Banus Corporation N.V., a Netherlands Antilles Corporation
808 Ada C. Lopez, as trustee of the Ada C. Lopez Revocable Trust, dated
06.29.1995
808 Ada Lopez
808 170884 Canada, Inc., a Canadian corporation
808 L.N. Carr Investments, Inc., a Florida Corporation
808 Jose Luis Aguia and Rosalba Florez de Aguia (wife)
809 Vladimir Galkin and Angelica Galkin (99%) and Thomas Shealy and Galina
Galkin (1%) together and tenants in common
809 Salomon Mitrani and Nury Mitrani (husband/wife)
809 Bosch Holdings, Inc., a Florida Corporation
809 Sara Pollak as trustee
810 Synchro Prologist LLC, a Florida Limited Liability Company
810 Isaac Berezdivin and 8777 Collins Avenue, Apt. 810, a Florida corporation
810 Isaac Berezdivin and Javier Berezdivin
810 Abraham Berezdivin and Eugenia Berezdivin (husband/wife)
810 Donato Joaquim Alferes
810 Marco A. Lopez and Liliana Rodriguez as joint tenants
810 Abraham Wasserman and Dora Wasserman (husband/wife)
811 Moises Berezdivin and Diana Berezdivin (wife)
811 Panachamp, S.A., a Panamanian Corporation
812 Moises Berezdivin and Diana Berezdivin (wife)
812 ALCO, S.A., a Panamanian corporation

901 David Epstein
901 Edward Rimland
901 Eliane Elias
901 Debora M. Alvarez as trustee of the Debora M. Alvarez Trust Agreement
dated 09.15.2003
901 Carlos Alberto Diaz and Maria Jose Rego Mosqueira (wife)
901 Salomon Laiter Liubeckaite
901 Salomon Laiter Liubeckaite and Abraham Jacobo Laiter Liubeckaite, as
tenants in common
901 Arnold Laiter and Beile Laiter (wife)
902 Lilac Invest Limited, a British Virgin Island company
902 Champlain Investments Venture, Inc., a Florida corp and Gracia Ezra
902 Raul R. Forgach and Estela S. de Forgach (husband/wife)
902 Helen Yoel and Ira Gelnik
903 Antonio Lozano and Gladys M. Lozano (wife) remainder to their son Sergio
S. Lozano
903 Antonio Lozano and Gladys M. Lozano (wife)
903 Edmond Archambault
903 Sam Izbiky and Betty Izbiky (husband/wife)
904 Jose A. Gonzalez and Maria Gonzalez (wife)
904 Valdor Services Corporation, a Florida corporation
905 Oren Cytrynbaum
905 Rita M. Pereda and Joseph Franco as joint tenants with right of survivorship
905 Francisco E. Pereda and Rita M. Pereda (wife)
905 Mordco Peicher and Riva Peicher (wife)
906 Odex Capital Investment, Corp
906 Oren Cytrynbaum
906 Realty Group Construction LLC
906 Nelson Gonzalez Sr. and Martha Milian a/k/a Martha Gonzalez (wife) and
Nelson Gonzalez Jr. and Yvette Gonzalez (wife) as joint tenants with rights
of survivorship
906 Yvette Gonzalez and Nelson Gonzalez, Jr.
906 Nelson Gonzalez Sr. and Martha Milian a/k/a Martha Gonzalez
(husband/wife)
906 Nelson Gonzalez
906 TBD
906 Peter Bajdor and Rosa M Bajdor (wife)
906 Luis Hernandez and Irma Hernandez (wife)
906 Sogema, Inc.
907 Raysa M. Rodriguez
907 Nicolas Alejandro Aizenstat (75% ownership) and Marisabel Seidman (25%
ownership)
907 Elsa F. Marini de Boltshouser
907 Hugues Balit
907 Lyonelle M. Betances

908	Yadira Santos
908	Hela Rosa Lew trustee under Revocable Trust dated 12.15.1993
908	Hela Rosa Lew
908	Fasce Ltd., a Cayman Islands Corporation
908	Carlos Rizo-Patron and Maria Antonieta Rizo-Patron (wife)
908	Isaac Gernstein and Sonia Gernstein (wife)
908	Truex Corporation
908	Davfrid Corporation, a Panamanian corporation
909	Julie Benrey Ojalvo
909	Sergio Zeligman Perkal and Denise Milhem Acrich (wife)
909	Simon Segal Getzug as successor-trustee under the Zeligman-Milhem Trust Fund
909	Mario Zeligman Perkal as trustee under the Zeligman-Milhem Trust Fund
909	Loco Trade of Fla. Corp., a Florida corporation
910	David Herskowitz and Avi Pollock as tenants in common
910	Mirta Mendez as trustee of the Mirta Mendez Declaration of Trust dated 02.26.2001
910	Mirta Mendez as trustee of the Mirta Mendez Declaration of Trust dated 02.26.2001
910	Mirta Mendez
910	Mirta Costa
910	James Burton and Jessica Burton (wife)
910	Richard Goihman and Ivonn Goihman (wife)
910	Eduardo Milhem and Esther de Milhem (wife)
910	Maipa Investments N.V., a Netherlands Antilles corporation
911	Magaly Barrera Delgado
911	Albert Eskenazi
911	Unit 911 Champlain, Inc., a Florida corporation
911	Jacobo Haime and Betty Haime (wife)
911	Freygod Incorporated, a Panamanian Corporation
911	National Bank of Florida
911	City National Bank of Miami
912	Guzman Gonzalo Torre and Maria G. Torre trustees, and their successors in interest, under the Guzman Gonzalo Torre Living Trust dated 07.08.2014, as to an undivided 50% interest, and Maria G. Torre and Guzman Gonzalo Torree trustees and their successors in trust under the Maria G. Torre Living Trust dated 07.08.2014 as to the remaining 50%
912	Gonzalo Torre and Maria Torre (wife)
912	Louis I. Wachsberg and Sonia Wachsberg (wife)
PH-1	Maggie A. Manrara as trustee of the Maggie A. Manrara Declaration of Trust of 09.15.2008
PH-1	Ada C. Lopez as trustee of the Ada C. Lopez Revocable Trust dated 06.29.1995 as amended
PH-1	Silvia Laucirica as trustee of the Silvia Laucirica Revocable Trust dated 06.29.1995

PH-1	Maria R. Wilson
PH-1	Maria R. Wilson and Raymond M.J. Verhelst
PH-1	Luz Stella Mantilla Rubio
PH-1	Nidia Velez de Montoya
PH-1	Poliex Trading N.V., a Netherlands Antilles Corp
PH-10	Richard Augustine as trustee of the Augustine Revocable Trust u/a/d 02.17.2003, as amended
PH-10	Richard Augustine (surviving spouse)
PH-10	Carole Augustine
PH-10	Richard Augustine and Carole Augustine (husband/wife) and Brent A. Lozano together as joint tenants with rights of survivorship
PH-10	Richard Augustine and Carole Augustine (husband/wife), as tenants by the entirety
PH-10	Richard Augustine
PH-10	Jose Reines and Lili Reines (wife)
PH-11	Joseph Blasser and Elena C. Blasser (husband/wife)
PH-11	Borton Investments S.A., a Panamanian corporation
PH-11	Luis Rosenthal and Alicia Rosenthal (husband/wife)
PH-11	Borton Investments S.A.
PH-11	Luis Rosenthal and Alicia Rosenthal (wife)
PH-12	Fialkov Enterprises Limited
PH-12	Leadway Investments, Inc.
PH-2	Alexandre Santos and Fabiana Santos (wife)
PH-2	Isnar S. Oliveira and Simone A. Oliveira (wife)
PH-2	Chil M. Diamant and Ann Diamant
PH-2	Boris Munichor and Sara S. de Munichor (wife)
PH-4	Raimundo R. Ximeno and Francis A. Ximeno, joint tenants with rights of survivorship
PH-4	Raimundo R. Ximeno
PH-4	S. Margarita Razo Cisneros
PH-4	1st International Group, Inc. (a Florida corp)
PH-5	Mayra Cruz
PH-5	Myriam Adler
PH-5	TiTi Properties, Inc., a Panamanian corporation
PH-7	Stella Koniecpolski
PH-7	Luisita Ambrosetti
PH-7	Michael Rosenberg and Betty Rosenberg (wife)
PH-8	Stella Koniecpolski
PH-8	Franrod Investment Company Limited, London, a British Corporation
PH-A	David Epstein and Bonnie Epstein (husband/wife)
PH-A	Pacific Coast Investment, Inc. (Panama)
PH-A	Carlos Manresa and Norma Manresa (husband/wife)
PH-3	Simon Segal
PH-3	David Egozi
PH-3	Moises Egozi

PH-3	1st International Group, Inc. (a Florida corp)
PH-6	Jorge A. Hernandez-Bustamante
PH-6	Norman Goldman and Marcia Goldman (wife)
PH-6	John Eure
PH-6	Herbert J. Levin for life, remainder to Zaida Shlesinger Levin
PH-6	Hugo Lampl
PH-9	Zyr, LLC (a Florida limited liability company)
PH-9	Paul Cohen
PH-9	Brian Uzzell and Diane Uzzell (wife)
PH-9	David Zabner and Luisa L. Zabner (husband/wife)
	All other CTS Unit Owners
Board Members	Name
	Blasser, Elena
	Brecker, John
	Brito, Margarita
	Chouela, Mara
	Escalante, Graciela (“Grace”)
	Espinosa, William
	Friedman, Max
	Forment, Pedro
	Goldstein, Anette
	Guerrero, Carla
	Guerrero, Cesar
	Levin, Nancy K.
	Manrara, Maggie
	Marrero, Al
	Mora, Ana
	Pena, Marcelo
	Santamaria, Alexandria
	Stewart, Scott
	Wodnicki, Jean
	All other CTS board members

Exhibit B

to

**TG and TWI's Answer and Affirmative Defenses
to Plaintiffs' Consolidated Second Amended
Class Action Complaint**

A. Tomassi Roof Testing, Inc.
ASAP Installations
Baker Concrete Construction, Inc
Biscayne Construction
Breiterman Jurado & Associates
C.A. Lindman
Campany Roofing
Can-Fla Development
CDPW, Inc. dba Complete Dewatering Pumps & Wellpoints (aka Holland Pump Company)
CEI, LLC
Chuck's Backhoe
City Engineering Contractors, Inc.
Complete Pump Service Co., Inc.
Concrete Protection & Restoration, Inc.
Craig A. Smith and Associates, Inc.
East of Collins Expediting
Eastman Aggregate
Engineering By-Design
Essig Pools, Inc
Florida Civil, Inc.
Fortin Leavy Skiles, Inc.
GeoSonics USA, Inc.
Greg Batista, PE
H. Vidal & Associates, Inc.
HJ Foundation Company / Keller North America
Independent Custom Railing Installations
Irish Tower, L.L.C.
J Le Electric, LLC
J. Bonfill & Associates
Jack Brown & Associates
Jaffer Well Drilling
Jeevan Tillit, East of Collins Expediting
JJI Supply, LLC
Just Perfect Landscaping
KACO (NV5, Inc.)
Kobi Karp Architecture and Interior Design, Inc.
M.J. Harrison Leasing, Inc. d/b/a Harrison Crane Service
MB Drilling Foundations Corp.
MWI Pump Corp
Nattel Construction, Inc.
O&S Associates, Inc.

Premier Fire Alarms & Integration, Inc.
Randall Fowler Engineering, Inc.
Reinforced Structures Inc.
Renzo Piano Building Workshop
Rhett Roy Landscape Architecture Planning, P.A.
Roof Surveys, Inc
RWDI Inc
Sammet Pools, Inc.
Sannat Investments, Inc.
Scott Dyer Architect, P.A.
Scott R. Vaughn, PE, LLC
Securitas Security Services USA, Inc.
Smartlink, LLC
Stantec Architecture
Tanenbaum-Harber of Florida
Thomas E. Henz, P.E., Inc
Tong Lee P.E.
VSN Engineering Inc.
West 8
Western Specialty Contractors
Western Waterproofing Company of America
Willcott Engineering, Inc
William Friedman & Associates Architects, Inc.
Board members and managers