

March 23, 2022

Clerk of the Circuit Court
Miami-Dade County Courthouse
73 West Flagler Street, Room 133
Miami, Florida 33130

In Re : Champlain Towers South Collapse Litigation
In the Circuit Court of the 11th Judicial Circuit
Case No. : 2021-015089-CA-01

THE ORIGINAL
FILED ON:
MAR 23 2022
IN THE OFFICE OF
CIRCUIT COURT MIAMI-DADE CO., FL

**Objection and Comments to
“Preliminary Approved – Allocation Settlement Agreement”**

To the Honorable Judge Hanzman,

This letter is submitted on behalf of Units 905 and 906 of the Champlain Towers South Condominium. We understand the difficult position of your Honor and appreciate your efforts to equitably resolve these matters for the benefit of all victims. As it is currently written though, we must submit our objections to the proposed Allocation Settlement Agreement and respectfully request the court to consider the following prior to making a final approval of the Settlement Agreement.

The events of June 24, 2021 have been beyond words to all those affected. There is not a single survivor that doesn't cry for those who have passed regardless if we are economic loss victims. Those who perished were our friends and neighbors. We too carry the weight of those lost souls everyday. This is a tragedy that should never have occurred, yet now, the surviving owners are being asked to pay a price for others' negligence and crimes. We are being punished financially as an unproven responsible party with a settlement that requires owners to relinquish a minimum of \$85 million to the wrongful death victims (\$120M Land + \$30M Property Insurance + \$18M Liability Insurance - \$83M Proposed Settlement Payout = \$85M Settlement Compensation) in addition to any third party claims that we would have rights against.

The survivors are being drained without any prospect of being able to afford a similar replacement home and forced into a rental market with prices double or triple what our monthly carry costs were at the Champlain Towers. We are effectively depleting our remaining savings at two or three times the monthly rate prior to the collapse. Families are facing financial ruin for a tragedy they did not cause and are supposed to only be grateful that they survived.

Nobody can definitively yet determine the cause of collapse; if it was due to construction defects, city or professional inspection failures, or adjacent construction damages. Whatever the final determination of cause, the only definitive truth is that none of us were responsible for the building collapse or loss of 98 lives that night and we should not be treated as accountable for other guilty parties.

This was not a lack of maintenance issue by an association. Unlike many other condominium associations in Florida, the owners of the Champlain Towers South took the appropriate steps to evaluate, prepare and fund the 40 year certification ahead of schedule. The maintenance and certification requirements of the statutes and regulations were followed per the law. Condo associations and their members are not trained to evaluate structural integrity issues. These are the faults of other parties' but since there are no easy deep pockets for the victims we are the ones being asked to pay for their losses. The Champlain Towers Association and individual owners did ring alarm bells about the construction next door and all those concerns fell on deaf ears for those who could have done something to potentially prevent this unnecessary loss of life.

We are also the victims of those responsible and are being held potentially liable under statutes that were written without consideration or interpretation under case law for such an unprecedented event. We are not asking for any type of settlement that will deny the wrongful death victims but rather a settlement that is fair and consistent for all the victims of this tragedy.

It is also our understanding that the court is now to consider subrogating individual owners personal dwelling insurance that they carried at their own expense, as a reduction of their settlement amount while sustaining losses under the proposed settlement. The policies are for those who paid and maintained those coverages and should not be used for liability claims when we are being denied liability under our policies. We ask the court to reconsider any such position to appropriate those funds.

Although we are being given the opportunity to opt-out of any Settlement Agreement, it is time and cost prohibitive for the surviving victims who need funds in order to provide for themselves on the most basic level. This pressure to settle under these terms puts us in a difficult if not impossible position to defend ourselves.

We kindly request your Honor to propose an increase in the settlement amount to the \$95 million appraisal that was referenced consistently by the court, receiver and counsel as the value of our loss without any further deductions. This amount would provide a more equitable relief for all victims without having to litigate against opposing class members and focus on the true responsible third parties.

Respectively,



Oren Cytrynbaum
on behalf of Units 905 & 906