

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 THIRD AMENDED CLASS ACTION COMPLAINT**

Defendants Terra Group, LLC (“TG”) and Terra World Investments, LLC (“TWI”) (collectively, “Defendants”) files their Answer and Affirmative Defenses to Plaintiffs’ Consolidated Third Amended Class Action Complaint (“Complaint”) and as to each correspondingly numbered paragraph states 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 (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.

23. Defendants admit that Stantec was the architect of record for the Project and are without knowledge sufficient to respond to the remaining allegations in Paragraph 23.

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.").

24. Defendants admit that Geosonics performed vibration monitoring services for the Project and are without knowledge sufficient to respond to the remaining allegations in Paragraph 24.

25. Defendants admit that Florida Civil developed dewatering plans for the Project and are without knowledge sufficient to respond to the remaining allegations in Paragraph 25.

26. Defendants admit that 8701 Association was the entity responsible for the operation of 8701 Collins Avenue Condominium and are without knowledge sufficient to respond to the remaining allegations in Paragraph 26.

JURISDICTION AND VENUE

27. 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.

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

29. Defendants admit the allegation of Paragraph 29 for venue purposes only and deny that many of the acts and omissions complained of took place.

GENERAL ALLEGATIONS

30. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 30.

31. Defendants admit the first sentence of Paragraph 31 and are without knowledge sufficient to respond to the remaining allegations in Paragraph 31.

32. Defendants admit the first sentence of Paragraph 32 and are without knowledge sufficient to respond to the remaining allegations in Paragraph 32.

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

The Mechanics of the CTS Catastrophe

34. Denied.

35. Defendants admit a surveillance camera made a recording and are without knowledge sufficient to respond to the remaining allegations in Paragraph 35.

36. Admitted.

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 “Terra Defendants” built and maintained the beach access walkway 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 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 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.

47. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 47.

48. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 48.

49. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 49.

50. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 50.

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

51. Denied.

52. Denied.

53. 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 53.

54. Defendants admit 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 54.

55. Admitted.

56. Denied.

57. Denied.

58. Denied.

59. 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 59.

60. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 60.

61. Denied.

62. 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 62.

63. 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 63. Defendants deny the remaining allegations in Paragraph 63.

64. Denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

Defendants Ignored Warnings About the Risk of Construction to CTS

73. Denied.

74. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 74 and refer to the Florida Building Code for a complete expression of its content.

75. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 75 and refer to the Florida Building Code for a complete expression of its content.

76. Denied.

77. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 77 and refer to the NV5 Report for a complete expression of its content.

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

79. Denied.

80. Denied.

81. Defendants deny the first sentence of Paragraph 81 and refer to the NV5 Report for a complete expression of its content.

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

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

84. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 84 and refer to Title 29 for a complete expression of its content.

85. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 85 and refer to Title 29 for a complete expression of its content.

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

87. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 87 and refer to the Florida Building Code for a complete expression of its content.

88. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 88 and refer to the Florida Building Code for a complete expression of its content.

89. Denied.

90. Denied.

Ultrahazardous Sheet Pile Driving at Eighty-Seven Park Damaged CTS

Defendants Ignored NV5 Warnings and Used Sheet Pile Driving

91. Denied.

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

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

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

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

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

100. Denied.

101. Denied.

102. 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 102.

103. Admitted.

104. Admitted.

105. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 105.

Defendants Failed to Adequately Monitor Sheet Pile Driving

106. 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.

107. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 107.

108. 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.

109. Denied.

110. Defendants are without knowledge sufficient to respond to the allegations in the first sentence of paragraph 110 and deny the remaining allegations.

111. Denied.

112. Admitted.

113. Admitted.

114. Denied.

115. Denied.

116. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 116.

117. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 117.

118. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 118.

119. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 119.

120. Denied.

121. 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 121.

122. Denied.

123. Denied.

124. Denied.

125. Defendants deny a weekly project meeting between the “Terra Defendants” and JMA and refer to the meeting minutes for a complete expression of their content. Otherwise denied.

126. Denied.

127. Denied.

128. Denied.

129. Denied.

130. Denied.

131. Denied.

132. Denied.

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

133. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 133.

134. Defendants deny that Francisco Canestri was 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 134.

135. Denied.

136. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 136.

137. Denied.

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

139. 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.

140. Defendants deny the allegations in Paragraph 140 and refer to the meeting minutes for a complete expression of their content.

141. Denied.

142. Denied.

143. Denied.

144. Defendants deny the allegations in Paragraph 144 and refer to the April 29, 2016, email for a complete expression of its content.

145. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 145.

146. Defendants are without knowledge sufficient to respond to the allegations in the first sentence of Paragraph 146 and deny the remaining allegations in Paragraph 146.

147. Denied.

148. Denied.

149. Denied.

150. Defendants deny the allegations in Paragraph 150 and refer to the May 7, 2019, email for a complete expression of its content.

151. Denied.

152. Defendants deny the allegations in Paragraph 152 and refers to the March 22, 2019, email for a complete expression of its content.

153. Denied.

154. Denied.

155. Denied.

156. Denied.

Soil Compaction Vibrations at Eighty-Seven Park Damaged CTS

157. Denied.

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

159. Denied.

160. Denied.

161. Denied.

162. Defendants deny the allegations in paragraph 162 and refer to the April 26, 2019, email for a complete expression of its content.

163. 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.

164. Denied.

165. Denied.

166. Denied.

167. Denied.

168. Denied.

169. Denied.

Dewatering at Eighty-Seven Park Damaged CTS

170. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 170.

171. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 171.

172. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 172.

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

174. Denied.

175. Denied.

176. Denied.

177. Defendants deny the allegations contained in paragraph 177 and refer to the October 5, 2015, letter for a complete expression of its content.

178. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 178.

179. Denied.

180. Denied.

181. 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.

182. Denied.

183. Denied.

184. Denied.

185. Denied.

186. Denied.

187. Denied.

Excavation and Water Diversion at 87th Terrace Damaged CTS

188. Denied.

189. Denied.

190. Defendants deny the allegations contained in paragraph 190 and refer to the Development Agreement for a complete expression of its content.

191. Denied.

192. Denied.

193. Denied.

194. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 194.

195. Denied.

196. Denied.

197. Denied.

198. Defendants deny the allegations contained in paragraph 198 and refer to the December 21, 2020, email for a complete expression of its content.

199. Denied.

200. 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 200.

201. Defendants deny the allegations contained in paragraph 201 and refer to the Morabito report for a complete expression of its content.

202. Denied.

203. Denied.

204. Denied.

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

205. Denied.

206. Denied.

207. Denied.

208. Denied.

209. Denied.

210. Defendants deny the allegations contained in paragraph 210 and refer to the NV5 Report for a complete expression of its content.

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

212. Denied.

213. Denied.

214. Denied.

215. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 215.

216. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 216.

217. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 217.

218. Denied.

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

219. Admitted.

220. Admitted.

221. Admitted.

222. Admitted.

223. Admitted.

224. Admitted.

225. Admitted.

226. Admitted.

227. Admitted.

228. Admitted.

229. Admitted.

230. Admitted.

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

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

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

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

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

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

234. Defendants refer to the Morabito report for a complete expression of its content. Defendants are otherwise 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. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 238.

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 are without knowledge sufficient to respond to the allegations in Paragraph 241.

242. Admitted.

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 deny that CTS suffered exponential damage during the construction of Eighty-Seven Park and are without knowledge sufficient to respond to the allegations in Paragraph 245.

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.

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

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.

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.

Kenneth Direktor

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

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.

Steven B. Lesser

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.

Donna DiMaggio Berger

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 Paragraph 300.

301. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 301.

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 the first sentence of Paragraph 304 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 remaining allegations in Paragraph 304.

305. 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, and 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 Paragraph 305.

306. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 306.

307. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 307.

308. Defendants are without knowledge sufficient to respond to the allegations in Paragraph 308.

CLASS REPRESENTATION ALLEGATIONS

Class Definitions

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

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

The Liability Class

311. 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

312. 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

313. 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

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

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

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

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

Numerosity

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

Commonality

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

Typicality

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

Adequacy of Representation

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

322. 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.

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

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

Predominance

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

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

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

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

Superiority

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

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

COUNT I – NEGLIGENCE
(Against the Terra Defendants)

331. Defendants reassert their responses to the previous paragraphs.

332. Denied.

333. Denied.

334. Denied.

335. Denied.

336. Denied.

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

Otherwise denied.

338. Denied.

339. Denied.

340. Denied.

341. Denied.

342. Denied.

343. Denied.

COUNT II – STRICT LIABILITY
(Against the Terra Defendants)

344. Defendants reassert their responses to the previous paragraphs.

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

Otherwise denied.

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

347. Denied.

348. Denied.

349. Denied.

350. Denied.

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

Otherwise denied.

352. Denied.

353. Denied.

354. Denied.

355. Denied.

COUNT III – NEGLIGENCE
(Against JMA)

The allegations in paragraphs 356 – 372 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 356 – 372.

COUNT IV – STRICT LIABILITY
(Against JMA)

The allegations in paragraphs 373 – 385 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 373 – 385.

COUNT V – NEGLIGENCE
(Against NV5)

The allegations in paragraphs 386 – 406 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 386 - 406.

COUNT VI – STRICT LIABILITY
(Against NV5)

The allegations in paragraphs 407 – 419 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 407 – 419.

COUNT VII – NEGLIGENCE
(Against DeSimone)

The allegations in paragraphs 420 – 439 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 420 – 439.

COUNT VIII – STRICT LIABILITY
(Against DeSimone)

The allegations in paragraphs 440 – 452 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 440 – 452.

COUNT IX – NEGLIGENCE
(Against Association)

The allegations in paragraphs 453 – 466 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 453 – 466.

COUNT X – NEGLIGENCE
(Against Morabito)

The allegations in paragraphs 467 – 528 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 467 – 528.

COUNT XI – GROSS NEGLIGENCE
(Against Becker)

The allegations in paragraphs 529 – 553 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 529 – 553.

COUNT XII – NEGLIGENCE
(Against Stantec)

The allegations in paragraphs 554 – 575 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 554 – 575.

COUNT XIII – STRICT LIABILITY
(Against Stantec)

The allegations in paragraphs 576 – 588 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 576 – 588.

COUNT XIV – NEGLIGENCE
(Against Geosonics)

The allegations in paragraphs 589 – 619 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 589 – 619.

COUNT XV – STRICT LIABILITY
(Against Geosonics)

The allegations in paragraphs 620 – 632 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 620 – 632.

COUNT XVI – GROSS NEGLIGENCE
(Against Florida Civil)

The allegations in paragraphs 633 – 658 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 633 – 658.

COUNT XVII – NEGLIGENCE
(Against 8701 Association)

The allegations in paragraphs 659 – 682 are not directed to TG or TWI. Accordingly, TG and TWI deny the allegations in paragraphs 659 – 682.

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.²

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.

² If any of the currently-named Defendants settle or are otherwise dismissed from this case, TG and TWI may still seek to apportion liability to such Defendants and to treat them in the same manner as *Fabre* Defendants.

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 TG and/or TWI’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 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*, 623 So. 2d 1182 (Fla. 1993). 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's 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/or 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 failure to state a claim of negligence or strict liability, including but not limited to, for the reasons set forth in Defendant’s Motion to Dismiss and because Plaintiffs failed to allege ultimate facts establishing TG or TWI owed a duty to Plaintiffs, breached that duty, and that such 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 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 their memoranda filed in connection with their 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 Defendants 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/Indemnification

TG and TWI deny that they have any liability to Plaintiffs, but to the extent TG and/or TWI pay more in damages than their respective pro rata share of common liability, pay damages arising from activities for which either has been indemnified, or pay more than their respective pro rata share of damages due to the imposition of strict liability, they are entitled to contribution and/or full indemnification, including but not limited to the benefits of Section 768.31, Florida Statutes, in regard to contribution among tortfeasors.

SIXTEENTH AFFIRMATIVE DEFENSE
Limitation of strict liability

TG and TWI deny that any activity performed by TG or TWI or the developer or any contractors, subcontractors, or consultants was inherently or abnormally dangerous, or ultrahazardous, but, to the extent TG and TWI are deemed liable, TG and TWI cannot be held liable for damages claimed to be caused by TG or TWI’s alleged “abnormally dangerous” or ultrahazardous activities, because any alleged harm suffered by Plaintiffs would not have resulted but for the pre-existing, abnormally sensitive, and structurally unsound condition of CTS, of which TG and TWI were previously unaware, and had no reason to expect. A defendant’s liability is limited to the harm that the defendant could reasonably expect to result from an alleged dangerous activity undertaken under normal circumstances.

SEVENTEENTH AFFIRMATIVE DEFENSE
Limitation of damages

TG and TWI deny that they have any liability to Plaintiffs but, to the extent TG and/or TWI is deemed liable, TG and/or TWI cannot be held liable for damages to personal property or real property that exceed the true market value for such property.

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 their favor, including payment of costs and expenses.

Dated: March 29, 2022.

Respectfully submitted,

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*Counsel for 8701 Collins Development, LLC
Terra Group, LLC and Terra World
Investments, LLC*

*Counsel for Defendants Terra Group, LLC and
Terra World Investments, LLC*

CERTIFICATE OF SERVICE

I certify that foregoing document was filed with the Florida Courts e-filing Portal this this 29th day of March, 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"

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	Armost Sterba and Ruzena Sterba
1004	TBD
1004	Armost 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

UNIT NUMBER	UNIT OWNER
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 Padro 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

UNIT NUMBER	UNIT OWNER
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 Aguero and Nieves Isabel Aguero (husband/wife)
1106	Aldalberto Aguero and Nieves Isabel Aguero (husband/wife)
1106	Angela Lopez
1106	Angela Lopez, Mary Estok and Adalberto Aguero as trustees of the Angela Lopez Revocable Trust II dated 07.21.2010
1106	Amable Lopez and Angela Lopez
1106	Emery Holzl ad 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

UNIT NUMBER	UNIT OWNER
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 Khaflzov 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

UNIT NUMBER	UNIT OWNER
202	Jerome N. Gavcovich and Lois Gavcovich (wife)
202	Jorge Acosta and Natalie Barbara Acosta (wife)
202	Arthur M. Halvajain 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 Gafcovich
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

UNIT NUMBER	UNIT OWNER
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)

UNIT NUMBER	UNIT OWNER
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 Raijman and Clara Raijman (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

UNIT NUMBER	UNIT OWNER
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. Rovirosa as trustee of the Richard G. Rovirosa Revocable Trust u/a/d 02.04.2011 and Maria T. Rovirosa as trustee of the Maria T. Rovirosa Revocable Trust u/a/d 02.04.2011
311	Richard G. Rovirosa and Maria Teresa Rovirosa (husband/wife)
311	Roberto Gunczler and Mireya Gunczler (wife)
311	Zelio Eckstein and Magda Eckstein (wife)
312	Richard G. Rovirosa as trustee of the Richard G. Rovirosa Revocable Trust u/a/d 02.04.2011 and Maria T. Rovirosa as trustee of the Maria T. Rovirosa Revocable Trust u/a/d 02.04.2011 as tenants in common
312	Richard G. Rovirosa and Maria T. Rovirosa (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

UNIT NUMBER	UNIT OWNER
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 Raijman, 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 Finkelstein, 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

UNIT NUMBER	UNIT OWNER
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

UNIT NUMBER	UNIT OWNER
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)

UNIT NUMBER	UNIT OWNER
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

UNIT NUMBER	UNIT OWNER
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. Montegudo
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)

UNIT NUMBER	UNIT OWNER
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

UNIT NUMBER	UNIT OWNER
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)

UNIT NUMBER	UNIT OWNER
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 Worthhalter and Etko 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 Kozolchik and Olga Kozolchik
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

UNIT NUMBER	UNIT OWNER
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

UNIT NUMBER	UNIT OWNER
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 Boltshauser
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

UNIT NUMBER	UNIT OWNER
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

UNIT NUMBER	UNIT OWNER
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. Diament and Ann Diament
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 Konicpolski
PH-7	Luisita Ambrosetti
PH-7	Michael Rosenberg and Betty Rosenberg (wife)
PH-8	Stella Konicpolski
PH-8	Franrod Investment Company Limited, London, a British Corporation
PH-A	David Epstein and Bonnie Epstein (husband/wife)

UNIT NUMBER	UNIT OWNER
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 AND MANAGERS	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

**BOARD
MEMBERS
AND
MANAGERS**

NAME

-
- Mora, Ana
 - Pena, Marcelo
 - Santamaria, Alexandria
 - Stewart, Scott
 - Wodnicki, Jean
 - All other CTS board members and managers

EXHIBIT "B"

8701 Collins Avenue Condominium Association, Inc.

A. Tomassi Roof Testing, Inc.

Alfred Weisbrod

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

JJI Supply, LLC

Jorge Batievsky

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.

Shulman & Associates

Smartlink, LLC

Stantec Architecture

Tanenbaum-Harber of Florida

Thomas E. Henz, P.E., Inc

Tong Lee P.E.

VSN Engineering Inc.

West 8 Urban Design & Landscape Architecture P.C.

Western Specialty Contractors

Western Waterproofing Company of America

Willcott Engineering, Inc

William Friedman & Associates Architects, Inc.

Board members and managers