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

CASE NO: 2021-015089-CA-01
SECTION: CA43
JUDGE: Michael Hanzman

In Re: Champlain Towers South Collapse Litigation

Plaintiff(s)

vs.

N/A

Defendant(s)

_____/

FINAL ORDER AND JUDGMENT

This cause is before the Court upon Class Plaintiffs' Motion for Final Approval of Class Settlement and Application for Award of Attorneys' Fees, Costs, and Expenses (the "Motion for Final Approval") and in accordance with Rule 1.220 of the Florida Rules of Civil Procedure.

I. Background

On June 24, 2021, the twelve-story Champlain Towers South Condominium partially collapsed, causing the death of 98 individuals, personal injuries, property damage, and economic loss. After the CTS Collapse, various plaintiffs filed lawsuits against the Champlain Towers South Condominium Association, Inc. (the "CTSCA") and others. The Court consolidated those lawsuits into this class action (the "Litigation").

On July 2, 2021, the Court appointed Michael I. Goldberg as the receiver for the CTSCA (the "Receiver"). On July 16, 2021, the Court appointed the Plaintiffs' Steering Committee (the "PSC") to represent the putative class members and their class representatives, Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leone and Lorenzo de Oliveira Leone, Kevin Fang, as personal representative of the Estate of Stacie Fang, Kevin Spiegel, individually

and as personal representative of the Estate of Judith Spiegel, Raysa Rodriguez, and Steve Rosenthal (the "Class Representatives").

II. **The Settlement Agreement**

On June 16, 2022, the Class Representatives, individually and on behalf of the putative class members, entered into that certain In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (the "Settlement Agreement"), by and through the PSC, with the following Defendants and non-Defendant settling parties: the Town of Surfside, Florida (the "Town of Surfside"), Securitas Security Services USA, Inc., a Delaware corporation ("Securitas"), John Moriarty & Associates of Florida, Inc., a Massachusetts corporation ("JMAF"), Stantec Architecture Inc., a North Carolina corporation ("Stantec"), Becker & Poliakoff, P.A., a Florida professional corporation ("Becker"), DeSimone Consulting Engineering, DPC, a New York design professional corporation f/k/a DeSimone Consulting Engineers, LLC, a Delaware limited liability company ("DeSimone"), NV5, Inc., a Delaware corporation ("NV5"), Morabito Consultants, Inc., a Maryland corporation ("Morabito"), Bizzi & Partners Development LLC, a Delaware limited liability company ("B&PD"), 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation (the "87 Park Association"), 8701 Collins Development, LLC, a Delaware limited liability company ("8701 Collins"), Terra Group, LLC, a Florida limited liability company ("TG"), Terra World Investments, LLC, a Florida limited liability company ("TWI"), Florida Civil, Inc., a Florida corporation ("Florida Civil"), Chuck's Backhoe Service, Inc., a Florida corporation ("Chuck's Backhoe"), ASAP Installations LLC, a Florida limited liability company ("ASAP Installations"), H. Vidal & Associates, Inc., a Florida corporation ("HVA"), Rhett Roy Landscape Architecture LLC, a Florida limited liability company ("Rhett Roy"), Concrete Protection and Restoration, Inc., a Maryland corporation ("CP&R"), Concrete Protection and Restoration, LLC, a Florida limited liability company ("CP&R LLC"), Willcott Engineering, Inc., a Florida corporation ("Willcott"), Sammet Pools, Inc., a Florida corporation ("SPI"), Scott R. Vaughn, PE, LLC, a

Florida limited liability company ("Vaughn PE"), CDPW, Inc., a Florida corporation ("CDPW"), Campany Roof Maintenance, LLC, a Florida limited liability company ("CRM"), R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates ("Batista"), Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America ("Western Waterproofing"), Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation ("Western Group"), Geosonics, Inc., a Pennsylvania corporation ("Geosonics"), O & S Associates, Inc., a New York corporation ("OSA"), and Tanenbaum Harber of Florida, LLC, a Florida limited liability company ("Tanenbaum"). The Town of Surfside, Securitas, JMAF, Stantec, Becker, Morabito, DeSimone, NV5, B&PD, the 87 Park Association, 8701 Collins, TG, TWI, Florida Civil, Chuck's Backhoe, ASAP Installations, HVA, Rhett Roy, CP&R, CP&R LLC, Willcott, SPI, Vaughn PE, CDPW, CRM, Batista, Western Waterproofing, Western Group, Geosonics, OSA, and Tanenbaum are each, a "Settling Party" and collectively, the "Settling Parties."

On May 28, 2022, the Court entered a Preliminary Approval Order that, among other things, (a) preliminarily approved the Settlement Agreement and the settlement contemplated therein (the "Settlement"), and (b) conditionally certified, for the purposes of the Settlement Agreement only, a Settlement Class (as defined below), (c) approved the form and method of notice of the Settlement to the Settlement Class and directed that appropriate notice of the Settlement and the Settlement Agreement be disseminated to the Settlement Class Members, (d) scheduled a Fairness Hearing for final approval of the Settlement Agreement, and (e) stayed this matter, the Universal Action, and all Related Actions pending in the Court, and enjoined proposed Settlement Class Members from pursuing Related Actions.

In its Preliminary Approval Order, pursuant to Fla. R. Civ. P. 1.220(b)(3), the Court defined and certified the Settlement Class as follows:

all (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons who died or sustained

any personal injury (including, without limitation, emotional distress) as a result of the CTS Collapse, (e) persons or entities who suffered a loss of or damage to real property or personal property, or suffered other economic loss, as a result of the CTS Collapse, (f) Representative Claimants, and (g) Derivative Claimants.

The Settling Parties worked together with Class Counsel to fashion a Settlement Class Notice that was tailored to the specific claims brought by the Settlement Class Members in the Litigation. The Settlement Class Notice that was approved in the Preliminary Approval Order was then disseminated as follows:

- by first-class mail to the last known address of the following persons and entities: (a) all plaintiffs in the Litigation and all known WDC Representatives; (b) all plaintiffs in all pending Related Actions; (c) all persons or entities who, as of the Execution Date, have asserted any claims against any Settling Party arising from, or otherwise related to, the CTS Collapse; and (d) counsel for all of the foregoing;
- by email from the Receiver to the last known email address for each WDC Representative;
- by email from the Receiver to all those CTS Collapse victims on the list the Receiver maintains and uses for regular communication with such victims;
- by posting a copy of the Settlement Class Notice to the Court's docket as part of this Settlement Agreement;
- publication on the Receiver's website (https://ctsreceivership.com);
- publication on all websites created by or on behalf of the PSC and relating to the CTS Collapse;
- publication in the Miami Herald for three (3) consecutive days.

There were no Opt Outs. There were no objections by any Party to the Settlement Agreement or by any Settlement Class Member at the time of the Fairness Hearing.

On June 12, 2022, Class Counsel on behalf of the Settlement Class filed the Motion for Final Approval along with supporting declarations.

On June 23, 2022, at 9:00 AM, the Court held a hearing to consider whether the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class (the "Fairness Hearing"). At the Fairness Hearing, Class Counsel presented the Motion and several

Settlement Class Members appeared and spoke in favor of approval of the Settlement. Counsel for each Settling Party also appeared at the Fairness Hearing. No objections to approval of the Settlement were raised at the Fairness Hearing.

The Court heard arguments of Class Counsel, counsel for the Settling Parties, and the persons who appeared at the Fairness Hearing, reviewed all materials submitted, considered all of the files, records, and proceedings in the Litigation, and is otherwise fully advised in the premises. Accordingly, and for the reasons set forth by the Court on the record at the June 23, 2022, Fairness Hearing, it is ORDERED AND ADJUDGED as follows:

1. Jurisdiction. This Court retains continuing and exclusive jurisdiction over the Litigation, the Parties and their counsel, all Settlement Class Members, the Claims Administrators, the Settlement Administrator, and the Settlement Agreement, including its enforcement, interpretation, and all other matters relating to it. This Court also retains continuing jurisdiction over the Settlement Fund to be created under the Settlement Agreement.

2. Incorporation of Settlement Documents. This Order and Judgment incorporates and makes a part hereof: (a) the executed Settlement Agreement and exhibits filed with the Court on June 17, 2022, including definitions of the terms used therein; and (b) the Settlement Class Notice filed with the Court on May 28, 2022. Unless otherwise defined in this Final Order and Judgment, capitalized terms in this Final Order and Judgment have the same meaning as they have in the Settlement Agreement.

3. Confirmation of Settlement Class. The provisions of the Preliminary Approval Order that conditionally certified the Settlement Class are confirmed in all respects as a final class certification order under Florida Rule of Civil Procedure 1.220 for the purposes of implementing the Settlement Agreement. As set forth in the Preliminary Approval Order and for the reasons expressed by the Court at the Fairness Hearing, the Court finds that, for purposes of effectuating the Settlement Agreement: (a) the Settlement Class Members are so

numerous that their separate joinder is impracticable; (b) the claims of the Class Representatives raise questions of law and fact common to the questions of law or fact raised by the claims of the Settlement Class Members; (c) the claims of the Class Representatives are typical of the Settlement Class Members; (d) the Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (e) the questions of law or fact common to the Class Representatives and the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Settlement Notice. The Court finds that, pursuant to Florida Rule of Civil Procedure 1.220(d)(2), the Settlement Class Notice: (i) was disseminated in accordance with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members (a) of the effect of the Settlement Agreement (including the Releases provided for therein), (b) of their right to Opt Out or object to any aspect of the Settlement Agreement, (c) of their right to appear at the Fairness Hearing; (iv) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice of the proposed Settlement Agreement; and (v) satisfied the requirements of Rule 1.220 of the Florida Rules of Civil Procedure, the Florida Constitution (including the Due Process Clause), the United States Constitution (including the Due Process Clause), and other applicable laws and rules.

Further, the Settlement Class Notice and notice period complies with due process given that the Settlement Class is limited and has been extremely involved in the proceedings. *United States v. Alabama*, 271 F. App'x 896, 901 (11th Cir. 2008) (settlement affirmed where notice, solely by publication and posting on the defendants' websites, was completed only six days prior to opt-out and objection deadline, and holding that "[r]egarding the amount of time the notice was published

prior to the deadline for objections and the fairness hearing, the district court did not abuse its discretion in providing for two weeks' notice before objections were due."); *DeJulius v. New England Health Care Emps. Pension Fund*, 429 F.3d 935, 947 (10th Cir. 2005) (affirming settlement notice did not violate due process where it is undisputed that all of the notices were sent out nearly two weeks prior to the settlement hearing); *Miller v. Republic Nat. Life Ins. Co*., 559 F.2d 426, 430 (5th Cir.1977) (holding a period of "almost four weeks between the mailing of the notices and the settlement hearing" was adequate); *United Founders Life Ins. Co. v. Consumers Nat. Life Ins. Co*., 447 F.2d 647, 652 (7th Cir.1971) (timing of notice was adequate where it was mailed on May 28 and fairness hearing was held on June 22); *Air Lines Stewards & Stewardesses Ass'n Loc. 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 108 (7th Cir. 1972) (notice where some class members would have had received it only three weeks before the hearing was sufficient); *Grunin v. International House of Pancakes*, 513 F.2d 114, 121 (8th Cir.1975) (19 days' notice was enough time to object as class members had been engaged in the litigation); *Hall v. Pedernales Elec. Co-op., Inc.,* 278 S.W.3d 536, 544–45 (Tex. App. 2009) ("[t]here is no minimum time frame that must be allowed for the filing of objections, but the notice must "afford a reasonable time for those interested to make their appearance).

In addition to the foregoing, this case is one of a kind. Its notoriety has helped cement the effectiveness and validity of the Settlement Class Notice. Indeed, the tragic collapse of Champlain Towers South was one of the most highly-publicized tragedies in US history. The media coverage of the CTS Collapse and the ensuing litigation has been extensive, with media outlets covering the event and its legal aftermath around the world from Miami to Riyadh, from Buenos Aires to New York, and from Moscow to Sydney. Indeed, the Miami Herald won a Pulitzer prize for its coverage of the collapse and its aftermath. Class action and personal injury firms have promoted their involvement in this matter on their websites and publicized the tentative settlement in their social media feeds. Long before this Final Judgment and Order, preliminary drafts of claim forms were submitted on behalf of no fewer than 84 decedents, leading the Court to conclude that few, if any,

putative class members were not already assisted by counsel involved in this class action lawsuit even before the notice issued. And during the course of the last 12 months, the Court has publicized and made available a Zoom feed of all hearings for members of the decedents' families and all other affected persons and numerous such persons were in attendance at every hearing, frequently offering their own views on the Court's determinations. In short, the Court finds that even before the Settlement Class Notice was issued, nearly every member of the putative class was already on notice of the pending settlement, working with counsel, and on notice of their ability to participate in this Settlement.

5. Confirmation of Appointment of Class Representatives. As set forth in the Preliminary Approval Order, the Court confirms the appointment of Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leone and Lorenzo de Oliveira Leone, Kevin Fang, as personal representative of the Estate of Stacie Fang, Kevin Spiegel, individually and as personal representative of the Estate of Judith Spiegel, Raysa Rodriguez, and Steve Rosenthal as Class Representatives.

6. Confirmation of Appointments of Class Counsel. The Court confirms the appointments of Class Counsel Harley S. Tropin and Javier A. Lopez of Kozyak Tropin & Throckmorton LLP; Rachel W. Furst and Stuart Z. Grossman of Grossman Roth Yaffa Cohen, P.A.; Ricardo M. Martínez-Cid of Podhurst Orseck, P.A.; Adam M. Moskowitz of The Moskowitz Law Firm, PLLC; Curtis B. Miner of Colson Hicks Eidson, P.A., John Scarola of Searcy Denney Scarola Barnhart & Shipley, P.A.; Robert J. Mongeluzzi of Saltz Mongeluzzi & Bendesky; Shannon del Prado of Pita Weber & Del Prado; Jorge E. Silva of Silva & Silva, P.A.; Willie E. Gary of Gary Williams Parenti Watson & Gary, PLLC; Gonzalo R. Dorta of Gonzalo R. Dorta, P.A.; Judd G. Rosen of Goldberg & Rosen, P.A.; MaryBeth LippSmith of LippSmith LLP; Luis E. Suarez of Heise Suarez Melville, P.A.; John H. Ruiz of MSP Recovery Law Firm; William F. "Chip" Merlin, Jr. of the Merlin Law Group and Bradford R. Sohn of The Brad Sohn Law Firm. Class Counsel is familiar with the claims in this case

and has done work investigating the claims. Class Counsel has consulted with other counsel in the case and has experience in handling class actions and other complex litigation. Class Counsel has knowledge of the applicable laws and the resources to commit to the representation of Settlement Class Members and the Settlement Class.

7. Approval of the Settlement. Pursuant to and in accordance with Florida Rule of Civil Procedure 1.220, this Court hereby fully and finally approves the Settlement Agreement in its entirety (including, without limitation, the payment obligations set forth in Article 4 of the Settlement Agreement and the Releases in the Settlement Agreement) and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Class Representatives and all Settlement Class Members. The Settling Parties are ordered to implement, perform, and consummate each obligation set forth in the Settlement Agreement in accordance with its terms and provisions.

8. Settlement Payments. The Court hereby directs the Receiver, as escrow agent, to disburse any Settlement Payments currently held in the Escrow Account into the Settlement Fund not prior to the Effective Date, and no later than thirty (30) days after the Effective Date. Thereafter, the Settlement Fund will be administered, and payments made to Settlement Class Members by the Receiver, in accordance with the Settlement Agreement.

9. Dismissal of the Litigation. The Class Action Complaint is dismissed with prejudice, without attorneys' fees, costs, or interest as against all Released Parties. Additionally, the CTSCA's crossclaims are dismissed with prejudice, without attorneys' fees, costs, or interest as against all Released Parties. Stantec's crossclaim against Morabito is dismissed with prejudice, and the remainder of Stantec's crossclaims and its third-party complaint are dismissed without prejudice, all without attorneys' fees, costs, or interest. Notwithstanding the foregoing, Class Counsel's and the PSC's petition for attorneys' fees and reasonable costs

incurred in the Litigation will be decided at an appropriate time to be determined by the Court.

10. Dismissal of Related Actions with Prejudice. As set forth in the Settlement Agreement, all Related Actions pending in this Court are hereby dismissed with prejudice, without attorneys' fees, costs, or interest to any party to the Related Actions. All Releasors with Related Actions pending in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, are ordered to promptly dismiss with prejudice such Related Actions, and without attorneys' fees, costs, or interest.

11. Covenants Not to Sue.

    a. Consistent with the Settlement Agreement, the Class Representatives, each Settlement Class Member, and the Settlement Class, on behalf of the Class Releasors, and each of them, are hereby permanently barred, enjoined and restrained from, at any time, continuing to prosecute, commencing, filing, initiating, instituting, causing to be instituted, assisting in instituting, or permitting to be instituted on their, his, her, or its behalf, or on behalf of any other individual or entity, any proceeding: (i) alleging or asserting any of his, her, its, or their respective Class Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, including, without limitation, the Class Claims set forth in the Settlement Agreement; or (ii) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal, or other forum as of the Effective Date, the Class Releasors are ordered to withdraw and seek dismissal with prejudice of such proceeding forthwith.

    b. Consistent with the Settlement Agreement, the CTSCA is hereby permanently barred, enjoined, and restrained from, at any time, continuing to prosecute, commencing, filing, initiating, instituting, causing to be instituted, assisting in instituting, or

permitting to be instituted on its behalf, or on behalf of any other individual or entity, any proceeding: (i) alleging or asserting any CTSCA Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, including, without limitation, the CTSCA Claims set forth in the Settlement Agreement; or (ii) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal, or other forum as of the Effective Date, the CTSCA Releasors are ordered to withdraw and seek dismissal with prejudice of such proceeding forthwith.

12. The Court hereby enters a Complete Bar Order as follows:

a. Except as otherwise provided in Section 7.8 of the Settlement Agreement, any and all persons or entities (each, a "Barred Party" and collectively, the "Barred Parties") are hereby permanently BARRED, ENJOINED, and RESTRAINED from commencing, continuing, or maintaining any claim of any kind, however styled, against any Released Party, including, without limitation, claims for indemnification, contribution, defense, or subrogation, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the CTS Collapse, the Litigation, any Related Action, the Universal Action, or the Settlement Agreement, or that arise out of, or relate to, any claims that are or could have been asserted in the Litigation, any Related Action, or the Universal Action, or that arise out of, or relate to, any facts in connection with the Litigation, any Related Action, or the Universal Action, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in the Litigation, the Universal Action, in any Related Action, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere. This Complete Bar Order does not alter or amend the rights and obligations, if any, of a Released Party and such Released Party's respective insurers to each other under any policy of insurance. Furthermore, this Complete Bar Order does not apply to claims by insurers

against their reinsurers or their retrocessionnaires. In the event of any conflict between the terms of Section 7.8 of the Settlement Agreement and this Complete Bar Order, the terms of Section 7.8 of the Settlement Agreement shall control.

b. Notwithstanding the foregoing, nothing herein shall prevent any Released Party from taking any such steps as may be necessary to enforce the terms of the Settlement Agreement.

c. If any of the provisions of this Complete Bar Order are held to be unenforceable, such provision shall be substituted with such other provision as may be necessary to afford all of the Released Parties the fullest protection permitted by law from any claim that (i) arises from, concerns, or is any way connected with, or in any way relating, directly or indirectly, to a Released Claim, and (ii) any claim, however styled, against any Released Party, for indemnification, contribution, or subrogation arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the CTS Collapse, the Litigation, any Related Action, the Universal Action, or the Settlement Agreement.

d. It is further ordered that any judgment or award obtained by the Releasors against any such Barred Party shall be reduced by the amount or percentage, if any, necessary under applicable law to relieve the Released Parties of all liability to such Barred Parties on claims barred pursuant to this Complete Bar Order. Such judgment reduction, partial or complete release, settlement credit, relief, or setoff, if any, shall be in an amount or percentage sufficient under applicable law to compensate such Barred Parties for the loss of any such barred claims pursuant to this Paragraph 12 against the Released Parties.

13. Confirmation of Administrative Appointments. As set forth in the Preliminary Approval Order, the Court confirms the appointment of Michael I. Goldberg as the Settlement Administrator and the Court shall serve as the Claims Administrator, consistent with the Court's June 21, 2022 Order. The Court retains continuing jurisdiction over the Claims Administration Process and the Settlement.

14. No Admission. This Final Order and Judgment, the Settlement Agreement, and the documents relating thereto, and any actions taken by the Settling Parties or the Released Parties in the negotiation, execution, or satisfaction of the Settlement Agreement: (i) do not and shall not, in any event, constitute, or be construed as, an admission of any liability or wrongdoing, a confession of judgment or admission of insurance coverage, or recognition of the validity of any claim made by the Class Representatives, the Settlement Class, or any Settlement Class Member in this or any other action or proceeding; and (ii) shall not, in any way, be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, of any kind, or used in any other fashion, by the CTSCA, any Class Representative, the Settlement Class, any Settlement Class Member, Class Counsel, or any member of the PSC, in any litigation, action, hearing, or any judicial, arbitral, administrative, regulatory, or other proceeding for any purpose, except (a) to enforce the terms and provisions thereof, or (b) in order to establish payment, or an affirmative defense of exhaustion of applicable insurance limits or res judicata in a Related Action, the Universal Action, or a subsequent case, or (c) in connection with any motion to enjoin or stay any Related Action or the Universal Action. Without limiting the foregoing, neither the Settlement Agreement nor any of its provisions, negotiations, statements, or court proceedings relating to its provisions, nor any actions undertaken in connection with the Settlement, will be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, or admission or confession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, or as a waiver by the Released Parties of any applicable defense, or a confession of judgment or admission of insurance coverage. This Paragraph shall not apply to disputes between the Settling Parties and their insurers, as to which the Settling Defendants reserve all rights.

15. Modification of the Settlement Agreement. Without further approval from the Court, and

without the express written consent of Class Counsel and the counsel for all other Settling Parties, the Settlement Agreement will not be subject to any change, modification, amendment, or addition.

16. Binding Effect. The terms of the Settlement Agreement and of this Final Order and Judgment shall be forever binding (regardless of whether or not any individual Settlement Class Member receives payment of a Monetary Award, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates and assigns).

17. Termination. If the Settlement Agreement is terminated as provided therein, then this Final Order and Judgment (and any orders of the Court relating to the Settlement Agreement) shall be null and void and be of no further force or effect, except as otherwise provided by the Settlement Agreement, and each Settlement Payment comprising the Settlement Fund will revert to, and shall be paid to, the entity who issued the Settlement Payment within ten (10) days.

18. Entry of Final Judgment. There is no just reason to delay the entry of this Final Order and Judgment as a final judgment in the Litigation. Accordingly, the Clerk of Court is hereby directed, in accordance with this Final Order and Judgment, to: (i) enter final judgment dismissing with prejudice the Litigation and all Related Actions pending in this Court in which the Released Parties (or any of them) are the only defendants, and (ii) enter a final order dismissing with prejudice all Released Claims asserted against the Released Parties (or any of them) in the Universal Action and any other Related Actions pending in this Court in which there are named defendants other than a Released Party.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 24th day of June, 2022.

2021-015089-CA-01 06-24-2022 4:21 PM
Hon. Michael Hanzman

CIRCUIT COURT JUDGE
Electronically Signed

Final Order as to All Parties SRS #: **12** (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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