

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

**SETTLING PARTIES' MOTION FOR ENLARGEMENT OF TIME AND REQUEST
FOR A STATUS CONFERENCE**

The Settling Parties, for the reasons stated below, move to enlarge the time to seek the creation of the Settlement Fund and the Court's approval of a proposed Settlement Fund Agreement until after the Court has entered the Receivership Bar Order. The Settling Parties further respectfully request the Court to conduct a status conference to address this issue and the absence of the Receivership Bar Order.¹

1. On June 24, this Court entered its Final Order and Judgment approving and incorporating the terms of the In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement ("Settlement Agreement") between the Settling Parties, the Class Representatives individually and on behalf of the Settlement Class, the Plaintiffs' Steering Committee, Champlain Towers South Condominium Association, Inc. ("CTSCA"), and Michael I. Goldberg, in his capacity as Court-appointed Receiver for CTSCA.

2. The terms of the Final Order and Judgment and incorporated Settlement Agreement require, "[a]s a condition to the Settlement," entry of the "Receivership Bar Order, in the form of Exhibit M" to the Settlement Agreement. (See Settlement Agreement § 11.1.) Importantly, the Settlement Agreement provides, in relevant part, that:

¹ Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to them in the Settlement Agreement.

the Receivership Bar Order contemplated by this Settlement Agreement [is] essential and integral to the Settlement, and that the Court's entry of the . . . Receivership Bar Order required herein [is a] material inducement[] to the Settling Parties' entry into this Settlement Agreement and participation in this Settlement. The Parties agree that the Settlement contemplated herein is contingent upon the Court's entry of the . . . Receivership Bar Order contemplated by this Section.

(*Id.*)

3. During the Fairness Hearing, Class Counsel represented that the Receivership Bar Order would be uploaded to courtMAP. (June 23 Hr'g Tr. at 37:12–15 (“So, with that -- and likewise I believe receiver has a bar order also agreed upon that will be uploaded to courtMAP, which is a part of the agreement.”).)²

4. The Court has not yet entered the Receivership Bar Order. Consistent with the Parties' prior efforts to resolve this matter as cooperatively as possible, counsel for Settling Parties have conferred with Class Counsel, the Receiver, and the Receiver's counsel on the delay. Based on these conferrals, it is the Settling Parties' understanding that Class Counsel have reached or expect to soon reach additional settlements with non-parties to this Litigation. Class Counsel has delayed the entry of the Receivership Bar Order required by the Settlement Agreement because they believe the delay will help facilitate these additional settlement agreements. Separately, Class Counsel is also requesting a modification to the Receivership Bar Order required by the Settlement Agreement.

5. The Settling Parties oppose any modification to the Receivership Bar Order. However, the Settling Parties do not oppose a reasonable delay in the entry of the Receivership Bar Order to facilitate additional settlements, provided that Receivership Bar Order is not modified

² The Court stated that it “will enter the final judgment approving [the] settlement” and “enter the corresponding *bar orders* that the settlement requires . . .” (June 23 Hr'g Tr. at 77:11–14 (emphasis added).) The Court entered the Final Order and Judgment approving the Settlement Agreement, but unfortunately, the Receivership Bar Order has not been uploaded to courtMAP and thus the Court has not had the opportunity to enter it.

and the deadline for the Settling Parties and Class Counsel to seek the creation of the Settlement Fund and file a proposed Settlement Fund Agreement with the Court is extended until forty five (45) days after the entry of the Receivership Bar Order.³

6. Section 20.8 of the Settlement Agreement permits reasonable extensions of time to implement the provisions of the Settlement Agreement providing: “The Parties may agree in writing, subject to approval of the Court where required, to reasonable extensions of time to implement the provisions of this Settlement Agreement.”

7. As stated above, the entry of the Receivership Bar Order—in the form required by the Settlement Agreement—is a material term of the Settlement, and the Settlement is contingent upon its entry. (*See* Settlement Agreement at § 11.1.) The extension of the deadline to seek the creation of the Settlement Fund and the Court’s approval of a proposed Settlement Fund Agreement will permit the Court to implement the provisions of Section 11.1 of the Settlement Agreement (*i.e.* the entry of the Receivership Bar Order).

8. Accordingly, the Settling Parties respectfully request the Court’s approval of a reasonable extension of the deadline under Section 6.1.1 of the Settlement Agreement for Class Counsel and the Settling Parties to seek the creation of the Settlement Fund and the Court’s approval of a proposed Settlement Fund Agreement through and including 45 days after the entry of the Receivership Bar Order required by the Settlement Agreement.

9. Approving this extension would afford Class Counsel a reasonable opportunity to finalize any remaining settlement agreements they believe to be achievable while preserving the

³ The Settlement Agreement requires each Settling Party to direct the Receiver to disburse its respective Settlement Payment from the interim Escrow Account into the Settlement Fund no later than thirty days from the date of the Settlement Fund’s creation. (Settlement Agreement § 4.3.) The Settlement Fund will be created through the execution of “the Settlement Fund Agreement approved by the Court.” (*Id.* § 6.1.3.) Class Counsel and the Settling Parties must “seek the creation of the Settlement Fund” and “file a proposed Settlement Fund Agreement with the Court” “[p]romptly” following the Effective Date.” (*Id.* § 6.1.1.)

Settling Parties' bargained-for right to the Receivership Bar Order appended to the Settlement Agreement.

10. The Settling Parties further request that the Court enter the Receivership Bar Order, in the form attached as Exhibit M to the Settlement Agreement and without the modification requested by Class Counsel, and convene a status conference to discuss the issues raised in this Motion.

WHEREFORE, for reasons stated above, the Settling Parties respectfully request that the Court grant this Motion, enter the Receivership Bar Order in the form required by the Settlement Agreement and without any modifications requested by Class Counsel, enter an order (i) setting a status conference and (ii) enlarging the time for Class Counsel and the Settling Parties to seek the creation of the Settlement Fund and submit a proposed Settlement Fund Agreement to the Court for its approval until 45 days after the entry of the Receivership Bar Order required by the Settlement Agreement, and grant such additional relief that the Court deems just and appropriate.

Dated: July 28, 2022

Respectfully submitted,

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