

**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

**RECEIVER'S AND CLASS PLAINTIFFS' STATUS REPORT AND MOTION FOR
CLARIFICATION OF TERMS OF JUNE 2022 FINAL ORDER AND FOR EXTENSION
OF TIME**

Michael I. Goldberg (the "Receiver"), in his capacity as the Court-appointed Receiver for the Champlain Towers South Condominium Association, Inc. ("CTSCA") and the Class Plaintiffs, by and through undersigned Class Counsel (the "Movants"), pursuant to Rule 4 of the Complex Business Litigation Rules, hereby file this Status Report and move for clarification of the June 24, 2022 Final Order and Judgment ("June Final Order") and an extension of time with respect to one provision of the June Final Order.

Status Report

1. First, the Movants report that members of the Plaintiffs' Steering Committee ("PSC") and the Reiver and his staff have been working diligently to assist Class Members through the Claims Administration Process, which is now underway.

2. Second, as of the date of this filing, the June Final Order has become final in that there have been no appeals to the order and the appeal period has ended.

3. Third, the Movants advise the Court that they have reached a settlement in principle with CTSCA, and in conjunction with the CTSCA, also with three non-parties that had been under investigation by Class Counsel: Central Alarm Control, Inc., Infinite Aqua, LLC, and Premier Fire Alarms and Integration System, Installation Division, Inc. (the "Additional Settling Parties"). This

new settlement will provide the balance of the funds held by the Receiver on behalf of the CTSCA (after conclusion of the Receivership) and \$3 million in additional funds to augment the existing Settlement Fund for the benefit of Class Members.

4. Class Plaintiffs are working with the Additional Settling Parties to memorialize the terms of this settlement and expect to be able to file a motion for preliminary approval of that settlement within 14 days. This agreement will include terms largely consistent with the Settlement Agreement finally approved on June 24, 2022 (the “June Settlement Agreement”) and also with the Allocation Agreement among Class Members (the “Allocation Agreement”), and April 6, 2022 Bar Order (the “April Bar Order”).

5. Given these additional settlements, Movants seek to clarify certain obligations under the June Final Order and to obtain Court approval of the proposed next steps.

Clarification of Terms as to the Receivership Bar Order

6. First, Movants propose to delay the submission of the form Receivership Bar Order, attached as Exhibit M to the June 2022 Settlement Agreement (“Receivership Bar Order”), until after the Court’s expected entry of an order approving the additional settlements and also to include in this final Receivership Bar Order the Additional Settling Parties and the terms necessary to effectuate the settlement with those parties.

7. The addition of the Additional Settling Parties is not prohibited by the June Final Order or the June Settlement Agreement and will promote efficiency and consistency with the Court’s prior Orders. Notably, the Receivership Bar Order is defined in the June Settlement Agreement as a form document, and not as an unalterable submission for automatic entry by the Court. Art. 2.1.112 (“‘Receivership Bar Order’ means the proposed bar order and permanent injunction to be entered by the Court in the Receivership Proceeding in substantially the form of Exhibit M attached hereto and made a part hereof.”) (emphasis added). Nor is there any deadline

for the entry of this Receivership Bar Order in the June Settlement Agreement. Although entry of the Receivership Bar Order is a condition of the overall settlement, it is only if “the proposed Receivership Bar Order is not entered by the Court ... or the Receivership Bar Order entered by the Court is inconsistent with the Settlement or the terms of this Settlement Agreement” that a Settling Party may use its non-entry or “inconsistent with” entry as a basis for termination. *See id.* at Art. 12.1.11 (emphasis added).

8. Given this, Movants seek to add the Additional Settling Parties, which will additionally be entitled to the benefits of a bar order as part of their settlement, and to clarify an apparent inconsistency in the form Receivership Bar Order as to “Barred Claims,”¹ to make it internally consistent and consistent with the June Settlement Agreement, June Final Order, and the April 6 Bar Order. To accomplish these goals, Movants propose a revised form Receivership Bar Order, substantially in the form of Exhibit 1 attached (the “Proposed Bar Order”).

9. The Proposed Bar Order clarifies that the claims against non-settling parties, including claims brought by tenants or invitees against unit owners, may proceed after this litigation is concluded. The Allocation Settlement Agreement, April Bar Order, June Settlement

¹ The “Barred Claims” as defined in the form Receivership Bar Order are:

except as otherwise provided in Section 7.8 of the [June 2022] Settlement Agreement, any and all claims . . . that in any way relate to, are based upon, arise from, or are connected with the Released Claims or interests of any kind as set forth in the Settlement Agreement, the facts and claims that were, or could have been asserted, in the Litigation, the Receivership Proceeding, or any other proceeding involving the CTSCA, the Receiver, the Receivership Estate, the Class Members, or the Parties, which arise directly or indirectly in any manner whatsoever from the CTSCA’s or the Parties’ activities, work, conduct, omissions, or services as related to, directly or indirectly, Champlain Tower South, the CTS Collapse, or the Settlement Agreement, to the broadest extent permitted by law.

Id. at ¶ 4(c) (emphasis added).

Agreement, and June Final Order all contemplate that these claims are preserved.. *See* Allocation Settlement Agreement at ¶ 3(k) (providing that “**direct claims by tenants and guests of Unit Owners against Participating Unit Owners, if any**, and (ii) claims of the Receiver to recover solely from any policy of insurance, **will be carved out of the Bar Order**”); April Bar Order at pg. 2, ¶ 5(c) (same); June Settlement Agreement, § 7.4 (“the Settlement Class Members may continue to pursue, or commence, any claim in the Litigation against any Non-Settling Party for such Non-Settling Party’s direct liability to the Settlement Class Members, but only for that portion of any harm . . . that the Settlement Class Members suffered solely and directly due to either (i) such Non-Settling Party’s primary and active negligence, or . . . contract breaches . . .”). Further, the June 2022 Settlement Agreement provides that a basis for termination is if “the Allocation [Settlement] Agreement or any provision therein becomes void, invalidated, or ineffective, or otherwise fails, for any reason[.]” *Id.* at Art. 12.1.20. *See also id.* at Art. 4.7 & 5.3.

10. On its face, the form Receivership Bar Order does not conclusively extinguish the non-settling party claims. However, its terminology is unclear and should be clarified to be entirely consistent with the June Settlement Agreement and the April Bar Order.

11. For all these reasons, the Class Plaintiffs and the Receiver ask the Court to clarify that the form of the Receivership Bar Order may be revised to include the Additional Settling Parties and to be made consistent with the Court’s prior Orders, and also that the Proposed Bar Order may be entered at the conclusion of the case, after the final approval of the additional settlements.

12. This clarification does not constitute a material change of the June 2022 Settlement Agreement or the Receivership Bar Order as to the parties released under the June 2022 Settlement Agreement (the “June Settling Parties”). The scope of the release and barred claims as to the June Settling Parties remains unchanged. The proposed clarification relates only to the CTSCA and the

unit owners, which were not released parties or, as to the unit owners, full beneficiaries of the June Settlement Agreement. Importantly, the June Settling Parties will continue to receive the protections for which they bargained, including: (1) a bar of all claims against them substantially in the form of the Receivership Bar Order; (2) settlement class releases of all claims against them (June 2022 Settlement Agreement, Art. 7.1, 7.2, 7.5), which are already binding and effective; (3) a dismissal with prejudice, which is already binding and effective (*id.* at Art. 10.1.8.; June Final Order ¶ 18); (4) individual releases from each of the Wrongful Death Personal Representatives, (June Settlement Agreement, Art. 3); and (5) the broad “Complete Bar Order” included in the June Final Order, which is also already binding and effective (June Final Order ¶ 12(a)).

Court Approval of Extension of Time

13. Finally, Class Plaintiffs seek Court approval of an extension of time to seek creation of the “Settlement Fund” pursuant to section 6.1 of the June 2022 Settlement Agreement, which requires that it be created “promptly” following the Effective Date. The Effective Date of the June 2022 Settlement Agreement was July 27, 2022.

14. Extensions of time are permitted under the June 2022 Settlement Agreement, if the parties “agree in writing, subject to approval of the Court where required.” June Settlement Agreement, 20.8.

15. A reasonable extension of time to establish the Settlement Fund is warranted here and is agreeable to the Class Plaintiffs and the June Settling Parties. Class Plaintiffs are mindful of the Court’s desire to make distributions to Class Members as soon as possible, but also note that entry of an acceptable form Receivership Bar Order is a condition of the June Settlement Agreement.

16. Accordingly, Class Plaintiffs request Court approval of an extension of time to comply with the Settlement Fund obligations under section 6.1 until after the approval of the settlement with the Additional Settling Parties and the entry of a receivership bar order.

17. Class Counsel has attempted to confer with counsel for the June Settling Parties. None of these parties has raised any objection to the delay of seeking the creation of the Settlement Fund. As to the remaining points of clarification, some of the June Settling Parties advise that they may seek to respond to this filing. Given that there are thirty of these June Settling Parties, and the need to obtain a resolution of this issue in a timely manner, a conference with all Prior Settling Parties was not feasible.

WHEREFORE, Movants respectfully request that the Court enter an Order (i) granting this Motion, (ii) clarifying that the Receivership Bar Order to be entered by the Court at the appropriate time will not vitiate the claims against non-settling parties and will carve out the preserved claims, as already adopted and approved by the Court, (iii) approving the parties' agreement to establish the Settlement Fund at a later date and (iv) granting such other relief as is just and proper.

Date: July 28, 2022

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 28, 2022, a true and correct copy of the foregoing was filed electronically through the Florida Court's E-Filing Portal, which will provide electronic service of the filing to all counsel of record.

By: /s/ Rachel Furst

Attorney

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

**FINAL ORDER BARRING, RESTRAINING, AND ENJOINING CLAIMS (I) THAT
WERE OR COULD HAVE BEEN ASSERTED IN THE *IN RE: CHAMPLAIN TOWERS
SOUTH COLLAPSE LITIGATION* AND (II) ALL OTHER CLAIMS ARISING OUT OF
OR RELATED TO THE CHAMPLAIN TOWERS SOUTH COLLAPSE**

THIS MATTER came before the Court upon the *Motion for Entry of Bar Order and
Incorporated Memorandum of Law with Respect to August 2022 Settlement Agreement* [Filing #
_____] (the “**Motion**”) filed by Michael I. Goldberg, in his capacity as the Court-appointed
receiver (the “**Receiver**”) of the Champlain Towers South Condominium Association, Inc. (the
“**CTSCA**”), in the above-captioned matter (the “**Litigation**”).

On July 2, 2021, the Court appointed the Receiver as receiver of the CTSCA pursuant to
the *Agreed Order Appointing Receiver* (“**Receivership Order**”), thereby placing the CTSCA into
receivership and establishing this action as encompassed by a receivership proceeding (the
“**Receivership Proceeding**”). In so doing and as set forth more fully in the Receivership Order,
which is incorporated as though fully set forth herein, the Court granted the Receiver, subject to
the Court’s authority, sole authority over all property, assets, and estates of every kind of the
CTSCA, whatsoever and wheresoever located, belonging to or in the possession of the CTSCA,
including, but not limited to, all offices maintained by the CTSCA, rights of action, books, papers,
data processing records, evidences of debt, bank accounts, savings accounts, certificates of deposit,
stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and

equipment, wherever situated (the “**Receivership Estate**”), and to administer the Receivership Estate as required in order to comply with the directions of the Court.

Pursuant to its May 28, 2022, *Order Granting Class Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Certification of the Settlement Class* (the “**May 2022 Preliminary Approval Order**”), the Court granted preliminary approval of the *In re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement* attached to the motion as Exhibit A (the “**June 2022 Settlement Agreement**”), and scheduled a Fairness Hearing in Miami, Florida, on June 23, 2022, at 9:00 a.m. (the “**June 2022 Final Approval Hearing**”), to consider whether the terms of the June 2022 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the June 2022 Settlement Class, and whether final orders and judgments in accordance with the terms of the June 2022 Settlement Agreement should be entered, and entry of a proposed Bar Order.¹

No Settlement Class Member chose to opt-out of the Settlement Class and the two limited objections to the June 2022 Settlement Agreement were withdrawn prior to the Fairness Hearing.

On June 24, 2022, the Court approved the June 2022 Class Action Settlement and certified the Settlement Class through issuance of the *Final Order and Judgment* (the “**June 2022 Final Approval and Certification Order**”).

Pursuant to its August __, 2022, *Order Granting Class Plaintiffs’ Motion for Preliminary Approval of August 2022 Class Action Settlement and Certification of the Settlement Class* (the “**August 2022 Preliminary Approval Order**”), the Court granted preliminary approval of the *In*

¹ Capitalized terms used in this Order and not defined herein shall have the meanings ascribed to them in the June 2022 Settlement Agreement and the August 2022 Settlement Agreement, as applicable, as applicable. For clarity, “Parties,” “Released Parties,” and “Released Claims as used in this Order means and includes those terms as defined in both the June 2022 Settlement Agreement and the August 2022 Settlement Agreement.

Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement with the Champlain Towers South Condominium Association, Central Alarm Control, Inc., Infinite Aqua, LLC, and Premier Fire Alarms and Integration System, Installation Division, Inc. (the “August 2022 Settlement Agreement”) attached to the Motion as Exhibit A (the “**August 2022 Settlement Agreement**”), and scheduled a Fairness Hearing in Miami, Florida, on August ____, 2022, at 9:00 a.m. (the “**August 2022 Final Approval Hearing**”), to consider whether the terms of the June 2022 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the June 2022 Settlement Class, and whether final orders and judgments in accordance with the terms of the June 2022 Settlement Agreement should be entered, and entry of a proposed Bar Order.

[____] Settlement Class Member chose to opt-out of the Settlement Class and there were [____] objections to the June 2022 Settlement Agreement. [INSERT RESOLUTION IF NECESSARY]

On _____, 2022, the Court approved the August 2022 Class Action Settlement and certified the Settlement Class through issuance of the *Final Order Approving August 2022 Class Action Settlement Agreement and Certifying Settlement Class* (the “**August 2022 Final Approval and Certification Order**”).

By way of the Motion, the Receiver requests entry of a litigation bar order (the “**Bar Order**”) permanently barring, restraining, and enjoining any person or entity from asserting the “Barred Claims,” as defined below.

This Court is fully advised of the issues in the Litigation, the Receivership Proceeding, and related proceedings before it, as it has previously received evidence, reviewed memoranda, and heard argument concerning the events, circumstances, and transactions related to the CTSCA and the CTS Collapse, which resulted in, among other things, the appointment of the Receiver and

establishment of the Receivership Proceeding. In addition, the Court has read and considered the Motion, the June 2022 Settlement Agreement, the August 2022 Settlement Agreement, the proposed Bar Order, other relevant filings of record, and the arguments and evidence presented at the June 2022 Final Approval Hearing and the August 2022 Final Approval Hearing. Having done so, in addition to the findings of fact and conclusions of law made by the Court in the June 2022 Final Approval and Certification Order and the August 2022 Final Approval and Certification Order, all of which are incorporated as though fully set forth herein, the Court makes the following additional findings of fact and conclusions of law, as applicable:

1. The Court, as a court of equity, has jurisdiction over the subject matter including, without limitation, jurisdiction to consider the Motion, the June 2022 Settlement Agreement and the August 2022 Settlement Agreement (together, the “Settlement Agreements”), and request for this Bar Order, and authority to grant the Motion and enter this Bar Order. *See* Art. V, § 5(b), Fla. Const.; Chapter 718, Florida Statutes; Fla. Stat. § 26.012(2)(c); *English v. McCray*, 348 So. 2d 293, 298 (Fla. 1977) (“Circuit courts of the State of Florida have exclusive jurisdiction of all cases in equity.”) (citations omitted); *Terex Trailer Corp. v. McHwain*, 579 So. 2d 237, 241 (Fla. 1st DCA 1991) (“By constitution and statute, the circuit courts of Florida are vested with exclusive equity jurisdiction.”); *State of Fla., Office of Fin. Regulation v. Berman Mtg. Corp., et al.*, No. 07-43672 CA 09 (Mia. Dade Circuit Ct., Mar. 12, 2010) (Bagley, J.) (citing the foregoing constitutional, statutory, and case authorities in support of an order granting receiver’s motion seeking approval of a settlement and entry of a litigation bar order enjoining lenders and receivership creditors from prosecuting claims against the former auditor of a receivership entity); *Realty Bond & Share Co. v. Englar*, 143 So. 152, 154, 104 Fla. 329, 334 (Fla. 1932) (“The prevention of multiplicity of actions at law is one of the special grounds of equity jurisdiction and

for that purpose the remedy by injunction is freely used.”) (quotation omitted); *see also In re Seaside Eng'g & Surveying, Inc.*, 780 F.3d 1070, 1076 (11th Cir. 2015) (affirming confirmation of chapter 11 plan which included litigation bar order); *SEC v. Kaleta*, 530 F. A'ppx 360 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action); *Matter of Munford, Inc.*, 97 F.3d 449 (11th Cir. 1996) (affirming approval of settlement and entry of bar order in bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 480 (11th Cir. 1992) (affirming approval of settlement and entry of bar order in class action lawsuit); *SEC v. Quiros, et al.*, No. 16-cv-21301 (S.D. Fla. Oct. 8, 2016) [ECF No. 231] (approving settlement and bar order in SEC receivership); *SEC v. Mutual Benefits Corp.*, No. 04-60573 [ECF No. 2345] (S.D. Fla. Oct. 13, 2009) (same); *SEC v. Latin American Svcs. Co., Ltd.*, No. 99-2360 [ECF No. 353] (S.D. Fla. May 14, 2002) (same).

2. Through the Receiver's and Class Counsel's compliance with the requirements set forth in the May 2022 Preliminary Approval Order and the August 2022 Preliminary Approval Order (the "Preliminary Approval Orders"), good and sufficient notice, reasonably calculated under the circumstances, has been provided to notify all affected persons and parties-in-interest of the Motion, the Settlement Agreements, and the Bar Order, and of their opportunity to object thereto, of the deadline for objections, the fact that no untimely objections would be entertained at the Final Approval Hearings, and of their opportunity to appear and be heard at the Final Approval Hearings concerning these matters.

3. Accordingly, all affected parties were furnished a full and fair opportunity to object to the Motion, the Settlement Agreements, the Bar Order, and all matters related thereto, and to be heard at the Final Approval Hearings. The notices provided complied with all requirements of applicable law, including, without limitation, the Florida Rules of Civil Procedure, the Court's

rules, and the due process and all other relevant requirements of the United States Constitution and the Florida Constitution.

4. The Settlement Agreements are the product of extensive good faith negotiations by competent, experienced, and conflict free counsel, undertaken at arm's length, and not collusive. The Settlement Agreements are unquestionably in the best interests of the Receivership Estate, and the Receiver's decision to enter into the Settlement Agreements is a prudent exercise of his business judgment which is well within the scope of his discretion acting on behalf of the CTSCA and as a fiduciary to its creditors for multiple reason, including, but not limited to, the following:

a. The asserted and possible claims, crossclaims, and counterclaims in the Litigation on behalf of and against and between the Receivership Estate and the various Parties and others involve numerous third parties, disputed facts, and issues of law that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of the litigation, the measurement of damages, the allocation of benefits to each Class Member, and any ensuing appeals. Such litigation is necessarily costly and burdensome, involves a highly complex set of facts, multiple witnesses requiring numerous depositions, substantial discovery, expert analysis, and legal arguments, and would take a substantial amount time to complete.

b. The CTSCA denies that it is liable with respect to the underlying and tragic Collapse of the Condominium and related damages, instead, asserts that fault lies with multiple other parties and non-parties. However, establishing the CTSCA's non-liability and litigating against the allegedly-responsible persons would be a tremendous burden on the Receivership Estate, with no certainty as to the outcome.

5. Based upon the foregoing, the Court further finds and concludes that (i) entry into the Settlement Agreements is a prudent exercise of business judgment by the Receiver; (ii) the

Settlement Agreements are the product of extensive good faith negotiations by competent, experienced, and conflict free counsel, undertaken at arm's length, and not collusive and is fair, adequate, and reasonable, will obviate the need for continued substantial litigation and avoid the extensive time and financial expense necessarily associated therewith; (iii) the interests of all affected persons and entities were fairly and reasonably considered and addressed; (iv) the rights to due process of all parties-in-interest were protected by the procedures the Court adopted in the Preliminary Approval Orders, and that, therefore, the requested Bar Order should issue.

Based on the foregoing findings of fact and conclusions of law, the Court **ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Motion is **GRANTED** as set forth herein. Any objections to the Motion or the entry of this Order are overruled to the extent not otherwise withdrawn or resolved. Any other objections to the Motion or the entry of this Bar Order, including, but not limited to, those not timely filed, are deemed waived and/or overruled.

2. As set forth in more detail in Paragraph 4 below, all persons, individuals, or entities are permanently barred, restrained, and enjoined from asserting the Barred Claims.

3. This Bar Order is well within the scope of the Court's equity jurisdiction pursuant to the Florida Constitution, Florida Statutes, and Florida caselaw. *See* Art. V, § 5(b), Fla. Const.; Chapter 718, Florida Statutes; Fla. Stat. § 26.012(2)(c); *English*, 348 So. 2d at 298 ("Circuit courts of the State of Florida have exclusive jurisdiction of all cases in equity."); *Terex Trailer Corp.*, 579 So. 2d at 241; *State of Fla., Office of Fin. Regulation, supra* (approving litigation bar order enjoining lenders and receivership creditors from prosecuting claims against former auditor of receivership entity); *Realty Bond & Share Co.*, 142 So. at 154 (prevention of multiplicity of actions at law is one of special grounds of equity jurisdiction and for that purpose the remedy by injunction

is freely used); *see also SEC v. Kaleta, supra* (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action); *In re Seaside Eng'g & Surveying, Inc., supra* (affirming confirmation of chapter 11 plan which included litigation bar order); *Matter of Munford, Inc., supra* (affirming approval of settlement and entry of bar order in bankruptcy case); *In re U.S. Oil and Gas Lit., supra* (affirming approval of settlement and bar order in class action lawsuit); *SEC v. Quiros, supra* (approving bar order in SEC receivership); *SEC v. Mutual Benefits Corp., supra* (same); *SEC v. Latin American Svcs. Co., Ltd., supra* (same).

4. **BAR ORDER: THE BARRED PERSONS ARE PERMANENTLY BARRED, ENJOINED, AND RESTRAINED FROM ENGAGING IN THE BARRED CONDUCT AGAINST THE BENEFICIARIES WITH RESPECT TO THE BARRED CLAIMS**, as those terms are herein defined. This 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 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 June 2022 Settlement Agreement and this Bar Order, the terms of Section 7.8 of the June 2022 Settlement Agreement shall control.

- a. **"Barred Persons"**: any person or entity that possesses Barred Claims;
- b. **"Barred Conduct"**: instituting, reinstituting, amending, intervening in, initiating, commencing, maintaining, continuing (including by filing any motion to vacate any previously issued order), filing, encouraging, soliciting, supporting, participating in, collaborating in, otherwise prosecuting, or otherwise pursuing or litigating in any case or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting or otherwise

recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, relating in any way to the Barred Claims;

c. **“Barred Claims”**: except as otherwise provided in Section 7.8 of the June 2022 Settlement Agreement and in this Paragraph 4(c), any and all claims, actions, lawsuits, causes of action, investigation, demand, complaint, cross-claims, counterclaims, or third-party claims or proceeding of any nature, including, but not limited to, litigation, arbitration, or other proceeding, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States or elsewhere, whether arising under local, state, federal, or foreign law, regulation, or rule, that in any way relate to, are based upon, arise from, or are connected with the Released Claims or interests of any kind as set forth in the Settlement Agreements, the facts and claims that were, or could have been asserted, in the Litigation, the Receivership Proceeding, or any other proceeding involving the CTSCA, the Receiver, the Receivership Estate, the Class Members, or the Parties, which arise directly or indirectly in any manner whatsoever from the CTSCA’s or the Parties’ activities, work, conduct, omissions, or services as related to, directly or indirectly, Champlain Tower South, the CTS Collapse, or the Settlement Agreement, to the broadest extent permitted by, *provided however*, that direct claims held by a Resident and/or Invitee of a Unit against his/her respective landlord, host, and/or Unit Owner specific to a loss arising from tenancy of, occupancy of, or invitation to a Unit are excluded from the scope of this Bar Order and are not barred, as similarly set forth in the Final Bar Order entered by the Court on April 6, 2022. Notwithstanding that exclusion, all claims by Resident or Invitee of a Unit against all persons *other than* landlord, host, and/or Unit Owner, or such landlord’s, host’s, or Unit Owner’s direct insurer (solely, and not as an additional insured under a CTSCA insurance policy),

are Barred Claims, and nothing herein shall in any way effect the release and bar of claims under the June 2022 Final Approval and Certification Order.

d. **“Beneficiaries”**: (i) the CTSCA, (ii) the Receiver, (iii) the Receivership Estate, (iv) the Parties, (v) the Released Parties, (vi) the Class Members, and (vii) the Unit Owners (except as expressly provided herein), (viii) every present and former member of the board of directors of the CTSCA, and (ix) and any of their employees, independent contractors, attorneys, counselors, experts, or advisors.

5. Any person or entity prosecuting claims against the Beneficiaries in any proceeding including Barred Claims in any lawsuit or action, including the Class Action Lawsuit, are directed and authorized to dismiss their claims against any Beneficiary with prejudice, with no party admitting to wrongdoing or liability and all parties responsible for their own attorney’s fees and other litigation costs and expenses at any level of court proceeding.

6. The Court retains continuing and exclusive jurisdiction to construe, interpret, and enforce this Order. *See, e.g., City of North Miami v. M.L. & L. Enterps.*, 294 So. 2d 42, 44 (Fla. 3d DCA 1974) (“a court which has granted a permanent injunction has inherent power to enforce it”). This retention of jurisdiction is not a bar to any person, including the Settling Parties, from raising the Bar Order to obtain its benefits or seeking to dismiss a claim or cause of action.

DONE AND ORDERED in Chambers at Miami, Florida, this ____ day of _____, 2022.

MICHAEL A. HANZMAN
CIRCUIT COURT JUDGE