

IN THE CIRCUIT COURT IN THE 11th
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

COMPLEX BUSINESS DIVISION

CASE NO.: 2021-015089-CA-01

**IN RE: CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION**

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF ADDITIONAL CLASS
ACTION SETTLEMENT AND FOR CERTIFICATION OF SETTLEMENT CLASS**

Class Representatives Plaintiffs 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, on behalf of themselves and the Settlement Class as defined below (hereinafter referred to collectively as “Plaintiffs”), hereby request entry of an order granting preliminary approval of an additional class action settlement as set forth in the parties’ In 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. (hereinafter, the “August 2022 Settlement Agreement”),¹ certifying the class sought for settlement purposes, and providing for issuance of notice to Class Members. The principal parties to the August 2022 Settlement Agreement are the Plaintiffs and Defendant Champlain Towers South Condominium Association, Inc. (“CTSCA”), and Central Alarm Control, Inc. (“Central”), Infinite Aqua, LLC (“Infinite Aqua”), and Premier Fire Alarms and Integration System, Installation Division, Inc. (“Premier”) (Central, Infinite Aqua, and Premier are the “Additional Settling Parties” and, with Plaintiffs and the CTSCA, collectively the “Parties”).

Given the Parties and the Court’s preference to distribute funds to Class Members and bring this case to a close expeditiously and as soon as possible, the Parties respectfully request that the Court grant this Motion without a hearing and set a final fairness hearing immediately following the notice period and prior to August 31, 2022.

¹ A copy of the August 2022 Settlement Agreement is attached as Exhibit 1. Unless otherwise noted, all capitalized terms used herein have the same definition as that provided in the August 2022 Settlement Agreement.

INTRODUCTION

The August 2022 Settlement Agreement represents a settlement with the sole remaining defendant in this Litigation (the CTSCA) and three non-parties that had been under investigation by the Class (Central, Infinite Aqua, and Premier). If approved, this settlement will have the effect of supplementing the existing, approximately \$1,021,000,000 settlement fund with approximately \$53 million. These additional funds will be used to further compensate members of the Settlement Class for their injuries, pursuant to the claims process already approved by the Court and underway. Given the immediate and substantial benefits the settlement will provide to the Class, the terms of the proposed settlement are undoubtedly “fair, reasonable, and adequate” and should receive the Court’s preliminary approval.

FACTUAL AND PROCEDURAL BACKGROUND

1. Background

The factual and procedural history of this Litigation was set forth in detail in the motions for preliminary and final approval of the settlement agreement the Court approved in June 2022 (the “June 2022 Settlement”). Accordingly, the Court is intimately familiar with the history of this matter. Suffice it to say here, that in less than a year of litigation, a settlement was reached with thirty settling parties, most of whom had not been named as defendants in the Litigation, for a total of more than \$1 billion. In connection with this initial settlement, on May 28, 2022, this Court entered its *Order Granting Class Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Certification of the Settlement Class* (the “May 2022 Preliminary Approval Order”), granting preliminary approval of the *In re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement*, which was attached to the May 2022 Preliminary Approval motion as Exhibit A (the “June 2022 Settlement Agreement”). The Court then scheduled a Fairness Hearing on June 23, 2022, (the “June 2022 Final Approval Hearing”), to consider whether

the terms of the June 2022 Settlement Agreement were fair, reasonable, adequate, and in the best interests of the Settlement Class, and whether final orders and judgments in accordance with the terms of the June 2022 Settlement Agreement should be entered.

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. Accordingly, on June 24, 2022, the Court approved the June 2022 Class Action Settlement and certified the Settlement Class through issuance of the *Final Order Approving Class Action Settlement Agreement and Certifying Settlement Class* (the “June 2022 Final Order”). The appeal period of the June 2022 Final Order has run and that order is final.

Meanwhile, the Plaintiffs’ Steering Committee (“PSC”) continued to investigate non-party targets and worked to resolve outstanding claims, including the negligence claims against CTSCA, a defendant in the Litigation, represented by the Court-appointed Receiver, Michael I. Goldberg. Over the course of several months, a settlement was reached with the Additional Settling Parties. This settlement, like the June 2022 Settlement Agreement, is the product of extensive work, thoughtful analysis, arm’s-length negotiations, and careful compromise by all parties.

2. The Settlement Terms and Agreement

A. The Proposed Class

The Settlement Class is identical to the Settlement Class approved through the June 2022 Final Order. It is comprised of

all (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons that died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, (e) persons or entities that 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.

Excluded from the Settlement Class is any Unit Owner, Resident, Invitee, Representative Claimant, Derivative Claimant, or other person or entity otherwise included in the Settlement Class, who timely and properly exercises the right to exclude himself, herself, or itself from the Settlement Class as to the August 2022 Settlement Agreement. This is the same definition approved by the Court in the June 2022 Final Order.

B. Contribution to the Settlement Common Fund

The August 2022 Settlement Agreement provides that an additional \$53 million will be added to the Settlement Fund to be distributed according to the Claims Administration Process, established by the June 2022 Settlement Agreement and June 2022 Final Order. This \$53 million will supplement the existing \$1,021,199,000.00 Settlement Fund established by the June 2022 Final Order. All WD Representatives and other Class Members who chose to make claims have already submitted claims and are participating in the Claims Administration Process.

Other than paying into the Settlement Fund, the CTSCA and the Additional Settling Parties have no responsibility for, interest in, or liability whatsoever with respect to the Claims Administration Process or claims determinations. (Art. 4.5).

C. The CTSCA and the Additional Settling Parties

The parties who have settled in the August 2022 Settlement Agreement are the defined in the Preamble to the Settlement Agreement and include the CTSCA (a defendant in the Litigation) and non-defendants Central, Infinite Aqua, and Premier.

The Settlement Agreement details the monetary contribution of the CTSCA and each Additional Settling Party and identifies the general nature of each party's alleged connection to the CTS Collapse. (Art. 3). Further, the Third Amended Complaint details the allegations against Defendant CTSCA. The Additional Settling Parties were not yet named as defendants in the

Litigation, however, undersigned counsel can provide a proffer to the Court of the alleged conduct of each of the Additional Settling Parties, should the Court require same.

D. Release of Claims against the CTSCA and the Additional Settling Parties

If the August 2022 Settlement Agreement is finally approved, the Class Representatives and all Class Members who have not timely and properly opted-out of the Settlement Class will release the CTSCA and the Additional Settling Parties as described in Article 5 of the August 2022 Settlement Agreement. Additionally, the CTSCA and Central, Premier, and Infinite Aqua will each release the others from liability. (Art. 5.5, 5.9).

In connection with the Release of the CTSCA, the August 2022 Settlement Agreement provides that no Settlement Class Member releases his or her direct claims as 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. This provision is consistent with the Court-approved Allocation Agreement among Class Members and Final Bar Order dated April 6, 2022.

E. Class Notice

The proposed Settlement Class Notice is attached to the August 2022 Settlement Agreement as Exhibit E. The form of the proposed Class Notice and the proposed manner of distribution is similar to the Class Notice disseminated in connection with the June 2022 Settlement Agreement, which this Court found to be fair and reasonable in the June 2022 Final Order.

Upon entry of the Preliminary Approval Order preliminarily certifying the Settlement Class as to the August 2022 Settlement Agreement, Class Counsel will disseminate the Notice approved by the Court (a) by email from the Receiver to the last known email address for each WDC Representative; (b) 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; (c) by posting a copy of the Settlement Class Notice to the Court's docket as part of this August 2022 Settlement Agreement; (d) publication on the Receiver's website (<https://ctsreceivership.com>); (e) publication on all websites created by or on behalf of the PSC and relating to the CTS Collapse; and (f) as the Court may direct. *See* Art. 7.

Class Members may opt out of this Settlement by sending a request for exclusion to the Settlement Administrator, who will communicate requests for exclusion to Class Counsel, who will in turn report to the Court.

All costs and expenses in administering the Settlement shall be borne by the Receivership.

F. Class Counsel Fees and Expenses

By Order dated July 16, 2021, the Court stated that it would consider paying attorneys' fees at the conclusion of the case if Class Counsel were successful in securing a recovery. Additionally, the Court's August 29, 2021 Case Management Order ("August CMO"), detailed the process in the event fees were to be awarded, and on May 11, 2022, the Court directed Class Counsel to submit their unified fee application. Accordingly, on June 12, 2022, Class filed along with the motion for final approval of the June 2022 Settlement Agreement an application for fees and costs.

At the June 2022 Final Approval Hearing the Court considered the fee application, heard argument of counsel, and deferred ruling on the total amount of fees. As set forth in the June 2022 Final Order, fees "will be decided at an appropriate time to be determined by the Court." At the hearing on August 1, 2022, the Court indicated it would hear further argument relating to fees at an August 29, 2022, evidentiary hearing, and on August 2, 2022, ordered Class Counsel to submit their supplemental fee applications no later than August 26, 2022.

LEGAL ARGUMENT

I. THE COURT SHOULD ENTER AN ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT WITHOUT A HEARING

To finalize the Settlement, the Florida Rules of Civil Procedure require that there be notice to the Settlement Class, a fairness hearing, and this Court’s final approval. Settlement “has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources, and achieve the speedy resolution of justice[.]” *Turner v. Gen. Elec. Co.*, No. 2:05-CV-186-FTM-99DNF, 2006 WL 2620275, at *2 (M.D. Fla. Sept. 13, 2006). For these reasons, “[p]ublic policy strongly favors the pretrial settlement of class action lawsuits.” *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir.1992).²

“Approval of a class-action settlement is a two-step process.” *Fresco v. Auto Data Direct, Inc.*, No. 03-cv-61063, 2007 WL 2330895, at *4 (S.D. Fla. May 14, 2007). Preliminary approval is the first step, requiring the Court to “make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms.” *Id.* (citation omitted). In the second step, after notice to the class and opportunity for absent class members to object or otherwise be heard, the court considers whether to grant final approval of the settlement as fair and reasonable. *Id.*

The standard for preliminary approval of a class action settlement is not high. A settlement will be preliminarily approved if it falls “within the range of possible approval” or, otherwise stated, if there is “probable cause” to notify the class of the proposed settlement and “to hold a full-scale hearing on its fairness[.]” *In re Mid-Atl. Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983) (quoting MANUAL FOR COMPLEX LITIGATION § 1.46 at 62, 64–65 (5th ed. 1982)).

² Given the similarity between Florida Rule 1.220 and Federal Rule 23, Florida courts routinely look to federal case law for guidance in class actions. *See Leibell v. Miami-Dade Cnty.*, 84 So. 3d 1078, 1083 n.5 (Fla. 3d DCA 2012).

“Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *In re Checking Account Overdraft Litig.*, 275 F.R.D. 654, 661 (S.D. Fla. 2011).

A hearing on the motion for preliminary approval is not required prior to entering a preliminary approval order pursuant to Rule 1.220. *See Rollo v. Universal et al.*, Case No. 18-cv-27720 (11th Jud. Cir. 2018) (entering a preliminary approval order without a hearing); *see also Bailey et al. v. Florida Peninsula Insurance Company et al.*, Case No. CACE21000140 (17th Jud. Cir. April 21, 2022) (Perlman, J.) (same). Accordingly, the Court can grant this Motion without the need for a hearing.

Here, the proposed August 2022 Settlement Agreement is the product of arms’-length negotiations by counsel with significant experience in complex class actions, mass torts, and personal injury litigation. The Settlement Agreement carries no “obvious deficiencies” and falls well within the range of reason. Undersigned counsel achieved \$53 million from this settlement involving four separate parties, each with its own complex defenses. This Settlement Agreement was achieved a little over one year after this disaster and will provide additional monies to the Common Fund, and, it is hoped, further enable Class Members to begin to gain some peace and also to avoid the trauma of continued litigation.

Further, the proposed notice plan and settlement period complies with due process given that the Settlement Class is limited and has been extremely engaged 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’”) (quoting *Ball v. Farm & Home Sav. Ass’n*, 747 S.W.2d 420, 424 (Tex.App.-Fort Worth 1988, writ denied)).

Thus, the Court is well within its discretion to approve this notice plan and period, which will enable a fairness hearing be held promptly after the expiration of the notice period. The Court should accordingly enter the Order Granting Class Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Certification of the Settlement Class (attached as Exhibit 2). This proposed Order attached at Exhibit 2 has been approved by the CTSCA and the Additional Settling Parties but includes blank spaces for dates regarding the Final Fairness Hearing (§ 11) and termination of the objection and opt-out periods (§§ 12, 14, 16) which are to be inserted by the Court depending on the date of the entry of this Preliminary Approval Order and the Court’s preference for the date of the Final Fairness Hearing. The Receiver advises that he is prepared to

distribute notice immediately following entry of a Preliminary Approval Order, and the August 2022 Settlement Agreement provides that Class Members have fourteen days following the distribution of this Notice to object or opt out of the August Settlement. Art. 7.2.3. Accordingly, the deadline for the filing and transmission of opt-out notices can be set on the fifteenth day following the entry of the Preliminary Approval Order. The Final Fairness Hearing could then reasonably be set as soon as 16 days following the Court’s entry of a Preliminary Approval Order.

A. The Settlement Is the Product of Good Faith, Informed, and Arms’-Length Negotiations among Experienced Counsel.

At the preliminary approval stage, courts consider whether the proposed settlement appears to be “the result of informed, good-faith, arms’-length negotiation between the parties and their capable and experienced counsel’ and not ‘the result of collusion” *In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1340 (S.D. Fla. 2011). Courts begin by presuming good faith in the negotiating process. *See Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir. 1992) (“Absent evidence of fraud or collusion, such settlements are not to be trifled with.”); MANUAL FOR COMPLEX LITIGATION (THIRD) § 30.42) (“a presumption of fairness, adequacy and reasonableness may attach to a class settlement reached in arms-length negotiations between experienced, capable counsel”).

The Settlement terms are the product of significant give and take by the settling parties and were negotiated at arms’ length. The parties negotiated for weeks and were advised by skilled defense and insurance coverage counsel. These extensive negotiations were also informed by considerable discovery. The PSC has been actively litigating this matter for the past year at a break-neck speed. During the course of the litigation, tens of thousands of pages of documents were produced, reviewed, and analyzed. Undersigned counsel deposed corporate representatives of some parties, as well as other key personnel, and third parties. Finally, the PSC, on behalf of

the Plaintiffs and the Class, engaged experts and utilized their services to understand the theories of liability concerning the CTSCA's and the Additional Settling Parties' alleged duties of care, failures to meet those standards, and the resulting collapse.

B. The Settlement Provides Considerable Benefits to the Class and Falls Squarely within the Range of Reasonableness.

The terms negotiated by the Parties will provide considerable supplemental cash payments to the Class and fall well within the range of possible approval.

The CTSCA and the Additional Settling Parties have agreed to have payments totaling approximately \$53,000,000.00 made into the Settlement Fund or the Escrow Account upon entry of an order granting this Motion, to be administered by the Receiver as the Settlement Administrator, under the Court's supervision. This amount will ultimately be aggregated with the approximately \$1,021,199,000 collected pursuant to the June 2022 Settlement Agreement. Class Members who submitted a timely and complete Court-approved Claim Form by or before the July 18, 2022 Claims Deadline will be entitled to have their claims considered by in Claims Administration Process to award a payment from the Settlement Fund.

Although it is very likely (if not certain) that, given the catastrophic damages in this matter, Class Members will receive something less than 100% of their claimed damages, courts routinely hold that settlements providing the class with even a small portion of the recovery sought in litigation are reasonable, considering the attendant risks of litigation. *See, e.g., Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542–43 (approving recovery of \$.20 per share where desired recovery was \$3.50 a share and stating “the fact that a proposed settlement amounts to only a fraction of the possible recovery does not mean the settlement is unfair or inadequate”). “Moreover, when settlement assures immediate payment of substantial amounts to class members, even if it means sacrificing speculative payment of a hypothetically larger amount years down the

road, settlement is reasonable [when weighing the benefits of the settlement against the risks associated with proceeding in the litigation].” *Johnson v. Brennan*, No. 10-cv-4712, 2011 WL 4357376 (S.D.N.Y. Sept. 16, 2011) (internal quotation marks omitted).

Plaintiffs and the proposed Class faced significant hurdles in litigating their claims to class certification and ultimate resolution, and the possible appeals of any of the Court’s many rulings. Each Class Member who has made a claim through the Claims Administration Process, however, may further benefit because of this Settlement’s addition of approximately \$53,000,000 to the Settlement Fund. The negotiated monetary recovery falls well within the range of reasonableness.

C. The Settlement Saves the Class from Considerable Litigation Hurdles.

Any evaluation of the benefits of settlement must be tempered by the recognition that any compromise involves concessions by all settling parties. Indeed, “the very essence of a settlement is compromise, a yielding of absolutes and an abandoning of highest hopes.” *Officers for Civil Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 624 (9th Cir. 1982) (internal quotation marks omitted). At bottom, had litigation continued, Class Members would have faced the risk of not prevailing on their claims, especially against the CTSCA and each of the Additional Settling Parties with their various different and complex defenses. The proposed settlement saves Plaintiffs and the proposed Class from facing these substantial obstacles and eliminates the risk that they would recover nothing at all after several more years of litigation.

D. Counsel Believes the Settlement Is Reasonable and in the Class’s Best Interest.

Finally, significant weight should be attributed to the belief of experienced counsel that the negotiated settlement is in the best interest of the Class. *See, e.g., In re Coordinated Pretrial Proceedings in Antibiotic Antitrust Actions*, 410 F. Supp. 659, 666 (D. Minn. 1974) (explaining that the recommendation of experienced counsel is entitled to great weight). Plaintiffs’ counsel

have litigated numerous class actions in state and federal courts and fully support the settlement. Based on this experience, and decades of experience litigating consumer class action, mass tort, and personal injury lawsuits, it is Plaintiffs' counsel's informed opinion that the settlement is fair, reasonable, adequate, and in the best interests of the Class.

II. THE COURT SHOULD CERTIFY THE PROPOSED SETTLEMENT CLASS, AS IT DID WITH RESPECT TO THE JUNE 2022 SETTLEMENT.

"It is well established that [a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue." *In re Checking Account Overdraft Litig.*, 275 F.R.D. at 659 (internal quotations omitted; brackets in original). "In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class[.]" save manageability, "since the settlement, if approved, would obviate the need for a trial." *Id.*

Further, courts have routinely approved class action settlement involving wrongful death, personal injury, and economic loss in a single class wide settlement. *See In re Deepwater Horizon*, 739 F.3d 790, 810–11 (5th Cir. 2014) (affirming district court's certification of settlement class whose injuries arose from British Petroleum's allegedly injurious conduct in connection with the Deepwater Horizon oil spill, even when personal injuries differed); *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mexico, on April 20, 2010*, 910 F. Supp. 2d 891, 918 (E.D. La. 2012); *In re Phenylpropanolamine (PPA) Prod. Liab. Litig.*, 227 F.R.D. 553, 556–57 (W.D. Wash. 2004) (approving settlement class which included personal injury and wrongful death caused by ingesting the drug Dexatrim); *In re Orthopedic Bone Screw Prod. Liab. Litig.*, No. MDL 1014, 1997 WL 303242, at *7 (E.D. Pa. Jan. 16, 1997), *modified*, No. MDL 1014, 1997 WL 857171 (E.D. Pa. Mar. 11, 1997) (same); *Good v. W. Virginia-Am. Water Co.*, No. CV 14-1374, 2017 WL 2884535, at *12–13 (S.D.W. Va. July 6, 2017); *In re FEMA Trailer Formaldehyde Prod. Liab.*

Litig., No. 2:07-MD-1873, 2012 WL 4513344, at *4 (E.D. La. Sept. 27, 2012) (approving class action settlement releasing claims for wrongful death and personal injury, including psychological injuries).

Where successive settlements are reached in a class action with different defendants, it is appropriate to certify settlements classes as necessary to give the Class Members the appropriate notice of the new settlements and due process. *See, e.g., Ramah Navajo Chapter v. Norton*, 250 F. Supp. 2d 1303, 1305 (D. N.M. 2002); *In re Capacitors Antitrust Litig.*, No. 3:14-CV-03264-JD, 2018 WL 4790575, at *3 (N.D. Cal. Sept. 21, 2018).

Rule 1.220 of the Florida Rules of Civil Procedure is substantially equivalent to Rule 23 of the Federal Rules of Civil Procedure and similarly has four prerequisites to class certification:

1. The class must be so numerous that joinder of all members is impracticable;
2. The claim of the representative party must raise questions of law or fact common to the questions of law or fact raised by the claim of each member of the class;
3. The claim of the representative parties must be typical of the claims of the class; and
4. The representative party must fairly and adequately protect the interests of the class.

Courts commonly refer to these prerequisites as (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *See W.S. Badcock Corp. v. Myers*, 696 So. 2d 776, 779 (Fla. 1st DCA 1996), *superseded by statute as recognized in, Kasket v. Chase Manhattan Mortgage Corp.*, 759 So. 2d 726 (Fla. 4th DCA 1999). In addition to each of Rule 1.220(a)'s prerequisites, Rule 1.220 also requires that one of the provisions of its subsection (b) be satisfied.

Here, Plaintiffs propose certification of the class pursuant to Rule 1.220(b)(3), which states that class treatment is appropriate where there is a predominance of common questions of fact and law.

A. The Settlement Class Meets the Four Requirements of Rule 1.220(a).

The policies underlying the class action rule dictate that Rule 1.220(a) should be liberally construed. *See Walco Invs., Inc. v. Thenen*, 168 F.R.D. 315, 323 (S.D. Fla. 1996) (applying Federal Rule of Civil Procedure 23). Plaintiffs satisfy numerosity, commonality, typicality, and adequacy of representation, as set forth below.

i. The Settlement Class Is Sufficiently Numerous.

Rule 1.220(a)(1) requires Plaintiffs to show that the proposed class is so numerous that joinder of all members would be impracticable. Here, based on the 98 deceased, the survivors who escaped the CTS collapse, and the property owners who were not present but lost their apartments, there are at least 220 class members. The Court should find that the Class is sufficiently numerous, as it has already as to the June 2022 Settlement through the June 2022 Final Order.

ii. There Are Questions of Law and Fact Common to All Class Members.

Rule 1.220(a)(2) merely requires that there be “questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class.” The commonality prerequisite, however, does not require that all factual and legal questions be common to all class members. *See Colonial Penn Ins. Co. v. Magnetic Imaging Sys. I, Inc.*, 694 So. 2d 852, 853 (Fla. 3d DCA 1997) (“A class suit is maintainable where the subject of the action presents a question of common or general interest, and where all members of the class have a similar interest in *obtaining the relief sought*. The common or general interest must be in the *object* of the action, in the *result sought* to be accomplished in the proceedings, or in the *question* involved in the action. There must be a common right of recovery based on the same essential facts.”) (emphases in original).

Commonality is satisfied in this settlement because each and every Class Member was damaged as a result of the CTS Collapse. The common issues surrounding the CTSCA and each Additional Settling Party's conduct associated with the CTS Collapse are determinative of their liability and predominate over the individual differences in, for example, damages claimed by particular Class Members. *See Good v. W. Virginia-Am. Water Co.*, No. CV 14-1374, 2017 WL 2884535, at *12–13 (S.D.W. Va. July 6, 2017); *Navelski v. Int'l Paper Co.*, 244 F. Supp. 3d 1275, 1305–06 (N.D. Fla. 2017) (concluding commonality satisfied because questions regarding whether defendant negligently maintained dam that failed and caused flooding were “issues that underlie every claim” of plaintiffs and class); *Smith v. Glen Cove Apts. Condos. Master Ass'n, Inc.*, 847 So. 2d 1107, 1110 (Fla. 4th DCA 2003), *approved sub nom. Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 91 (Fla. 2011) (whether defendant was negligent constituted common question of law and fact, satisfying commonality). Once a common course of conduct is established, individual defenses are insufficient to defeat commonality. *See McFadden v. Staley*, 687 So. 2d 357, 359 (Fla. 4th DCA 1997). Commonality is easily satisfied even if there are differences in damages. *Id.*; *Sosa*, 73 So. 3d at 107.

iii. Plaintiffs' Claims Are Typical of Those of the Class.

Rule 1.220(a)(3) requires a plaintiff to demonstrate that its claims are typical of those held by the proposed class. Like the test for commonality, the test for typicality is not demanding, and focuses on the general similarity between the plaintiffs' legal theories and the theories of those whom they seek to represent. *See Morgan v. Coats*, 33 So. 3d 59, 65 (Fla. 2d DCA 2010). “The typicality requirement may be satisfied despite substantial factual differences . . . when there is a strong similarity of legal theories.” *Id.* (alteration in original); *see also Broin v. Philip Morris Cos.*, 641 So. 2d 888, 892 (Fla. 3d DCA 1994) (holding the mere presence of factual distinctions will not defeat typicality); *W.S. Badcock Corp.*, 696 So. 2d at 780 (finding typicality requirement

satisfied where the representatives' claims and the class members' claims were based upon the same legal theory).

In analyzing typicality, Florida courts examine whether the class representatives possess the same legal interest and have endured the same legal injury as the class members. *See Sosa*, 73 So. 3d at 114; *Morgan*, 33 So. 3d at 65. Florida courts also examine whether the defendants engaged in "a common course of conduct . . . against the purported class[.]" and whether the class members seek the same remedy. *Estate of Bobinger v. Deltona Corp.*, 563 So. 2d 739, 745 (Fla. 2d DCA 1990). A plaintiff's claims need only be typical, not identical. *See Broin*, 641 So. 2d at 892; *Powell*, 522 So. 2d at 70. "Any atypicality or conflict between the named Plaintiffs' claims and those of the Class must be clear and must be such that the interests of the class are placed in significant jeopardy." *Cheney*, 213 F.R.D. at 491 (internal quotation marks omitted).

Typicality is satisfied here because Plaintiffs and Class Members all sustained damages because of the CTS Collapse and as a direct result of the CTSCA's and the Additional Settling Parties' alleged conduct. Consequently, Plaintiffs' and Class Members' claims have a common origin and share a common legal and factual basis such that "[t]he Court will not need to make highly individualized legal or factual determinations to assess Defendants' liability." *Navelski*, 244 F. Supp. 3d at 1306.

iv. Plaintiffs will Fairly and Adequately Represent the Interests of the Class.

To satisfy Rule 1.220(a)(4), a plaintiff must show that "the representative party can fairly and adequately protect and represent the interests of each member of the class." *Id.*; *Sosa*, 73 So. 3d at 115. This requirement is met "if the named representatives have interests in common with the proposed class members and the representative and their qualified attorneys will properly prosecute the class action." *W.S. Badcock Corp.*, 696 So. 2d at 780; *Colonial Penn.*, 694 So. 2d at

854; *Broin*, 641 So. 2d at 892. A trial court’s inquiry to determine whether the adequacy requirement is met is twofold. The first inquiry concerns the qualifications, experience, and ability of class counsel to conduct the litigation. The second prong addresses whether the class representative’s interests are antagonistic to the interests of the class members. *See Sosa*, 73 So.3d at 115. “Adequate representation is presumed in the absence of contrary evidence.” *Assoc. for Disabled Ams., Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 464 (S.D. Fla. 2002).

The attorneys who seek to represent the Class in this case are highly qualified to serve as class counsel and have served as lead and co-lead counsel in some of the largest class actions, mass torts, and personal injury matters in the country. They include 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. Martinez-Cid of Podhurst Orseck, P.A., Adam M. Moskowitz of The Moskowitz Law Firm, PLLC, and Curtis B. Miner of Colson Hicks Eidson, 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.

“[T]he single most important factor considered by the courts in determining the quality of the representative’s ability and willingness to advocate the cause of the class has been the caliber of the plaintiff’s attorney.” 1 NEWBERG ON CLASS ACTIONS 3d (1992) § 3.24 at 3-133 n. 353. The firms representing the Class (including the PSC) have overseen the litigation strategy, briefing and

argument of motions, the vigorous pursuit of discovery, and the over \$1 billion settlement reached even before the August 2022 Settlement Agreement.

Plaintiffs are knowledgeable of the case, the pleadings, their duties to the Class, and have been constantly involved in all aspects of this litigation. Plaintiffs also do not have interests that are antagonistic to those held by the rest of the Class. There has been no evidence that would in any way show that Plaintiffs do not have the same interests as the other Class Members, or are in any way antagonistic to the class, as the Court's prior approval of the June 2022 Settlement Agreement and June 2022 Final Order recognized.

Plaintiffs and their counsel are certainly adequate.

B. The Settlement Class Meets the Requirements of Rule 1.220(b)(3)

In addition to meeting the four requirements of Rule 1.220(a), plaintiffs seeking class certification must satisfy one of the subsections of Rule 1.220(b). Plaintiffs here seek certification under Rule 1.220(b)(3).

i. Rule 1.220(b)(3)

Under Rule 1.220(b)(3), certification is appropriate if (1) common questions of law or fact predominate over any individual questions of the separate members, and (2) the class action is superior to other available methods for a fair and efficient adjudication of the controversy. *See Commonwealth Land Title Ins. Co. v. Higgins*, 58 So. 3d 280, 282 (Fla. 1st DCA 2011).

“Florida courts have held that common questions of fact predominate when the Defendants acts toward the class members in a similar or common way.” *Sosa*, 73 So. 3d at 111 (citing *Stone v. CompuServe Interactive Servs., Inc.*, 804 So. 2d 383, 388 (Fla. 4th DCA 2001)). “When common questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than on an individual basis.” *See Larsen v. Union Bank, N.A. (In re Checking Account*

Overdraft Litig., MDL No. 2036), 275 F.R.D. 666, 676 (S.D. Fla. 2011). “However, it is not the burden of the class representative to illustrate that all questions of fact or law are common. Rather, the class representative must only demonstrate that some questions are common, and that they predominate over individual questions.” *Sosa*, 73 So. 3d at 112 (internal citations omitted).

Courts have consistently found predominance in the mass tort arena when a single common event or common cause gave rise to the claims of each class member. *See, e.g., In re Nat’l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 434 (3d Cir. 2016) (finding that common questions as to National Football League’s knowledge and conduct in light of medical evidence regarding concussions in players predominated even in the mass tort context), *as amended* (May 2, 2016); *Good v. W. Virginia-Am. Water Co.*, No. 14-cv-1374, 2017 WL 2884535, at *12–13 (S.D.W. Va. July 6, 2017) (“[t]he common issues raised by [the defendants] association with the spill are determinative of their liability and predominate over the individual differences”); *In re Deepwater Horizon*, 739 F.3d at 817 (affirming finding that common questions of law and fact arising from the Deepwater Horizon oil spill predominated). Furthermore, the law permits a court to find predominance and commonality in the mass tort context. In cases where a single accident putatively gives rise to tort damages, “[the law] has embraced the view that the mass tort action for damages may . . . be appropriate for class action, either partially o[r] in whole.” *Cent. Wesleyan Coll. v. W.R. Grace & Co.*, 6 F.3d 177, 185 (4th Cir. 1993) (affirming the use of subclasses in suit by colleges and universities alleging liability for asbestos-related property damage in a variety of states and settings) (quotation marks omitted and second alteration in original).

Common issues predominate here because all of Plaintiffs’ and the Class’s claims are based on the same contention that the CTSCA’s and Additional Settling Parties’ respective negligence was at least partially responsible for causing the CTS Collapse, damaging all Class Members. *See, e.g., Sterling v. Velsicol Chem. Corp.*, 855 F.2d 1188, 1197 (6th Cir. 1988). Therefore, “[e]very

class member's claims depend on common evidence that will resolve these same liability issues, and proof of one plaintiff's claims necessarily will be proof of the others.” *Navelski*, 244 F. Supp. 3d at 1309. Because every aspect of the CTSCA's and Additional Settling Parties' liability can be resolved on a class wide basis, these issues predominate over any individual issues.

A settlement class is also a superior way of resolving this mass tort litigation. As one court concluded, “one of the *most* persuasive arguments in support of certification is that Plaintiffs satisfy the ‘superiority prong’ of Rule 1.220(b)(3)” because “repeated litigation of the same core liability issues would be grossly inefficient and wasteful of the resources of the parties and the judiciary,” especially where proof of liability will not differ among Class Members. *See Las Olas Co. v. Fla. Power & Light Co.*, No. CACE19019911-18, 2020 WL 9874296, *8 (Fla. 17th Cir. Ct. Dec. 14, 2020), *aff'd per curiam*, *Infratech Corp. v. Las Olas Co.*, 320 So. 3d 751 (Fla. 4th DCA 2021), *reh'g denied* (Fla. 4th DCA July 13, 2021); *Navelski*, 244 F. Supp. 3d at 1310.

III. THE COURT SHOULD (RE)APPOINT CLASS COUNSEL AS TO THE AUGUST 2022 SETTLEMENT.

The Parties have named the following attorneys and firms as Class Counsel, which this Court has already approved and appointed as Class Counsel in connection with the final approval of the June 2022 Settlement Agreement: 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. Martinez-Cid of Podhurst Orseck, P.A., Adam M. Moskowitz of The Moskowitz Law Firm, PLLC, and Curtis B. Miner of Colson Hicks Eidson, 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.; Bradford R. Sohn of The Brad Sohn Law Firm;

MaryBeth LippSmith of LippSmith LLP; Luis E. Suarez of Heise Suarez Melville, P.A.; John H. Ruiz of MSP Recovery Law Firm; and William F. “Chip” Merlin, Jr. of the Merlin Law Group.

Proposed Class Counsel have considerable experience in litigating complex commercial litigation, including class actions, mass torts, and personal injury matters. Because proposed Class Counsel are highly qualified and determined to represent the best interests of the Class, the Court should reaffirm their appointment as Class Counsel with respect to the August 2022 Settlement.

CONCLUSION

Plaintiffs respectfully request the Court forgo any hearing of this Motion and enter the order attached as Exhibit 2: (a) certifying the proposed class for purposes of settlement, (b) preliminarily approving the terms of settlement, (c) directing that Notice be given to the Class Members in the form attached to the Settlement Agreement, (d) appointing Class Counsel as Settlement Class Counsel, and (e) setting a final fairness hearing on a date the Court deems just and proper, but as soon as practically possibly immediately following the conclusion of the notice and opt-out period.

Respectfully submitted this 9th day of August, 2022.

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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

**IN 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.**

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EXHIBITS:

EXHIBIT A	Form of Final Order and Judgment
EXHIBIT B	Form of General Release
EXHIBIT C	Form of Other Party Release
EXHIBIT D	Schedule of Related Actions
EXHIBIT E	Form of Settlement Class Notice
EXHIBIT F	Form of Receivership Bar Order

**IN 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.**

(Subject to Court Approval)

This In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement with the Champlain Towers South Condominium Association, Inc., Central Alarm Control, Inc., Infinite Aqua, LLC, and Premier Fire Alarms and Integration System, Installation Division, Inc. (the “August 2022 Settlement Agreement”) is entered into as of the Execution Date by and among Michael I. Goldberg, in his capacity as Court-appointed Receiver in *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 (11th Jud. Cir., Miami-Dade County, Fla.) (the “Litigation”), for Champlain Towers South Condominium Association, Inc., a Florida not-for-profit corporation (the “Receiver”), Champlain Towers South Condominium Association, Inc., a Florida not-for-profit corporation (the “CTSCA”), Class Counsel (as defined herein), Central Alarm Control, Inc., a Florida corporation (“Central Alarm”), Infinite Aqua, LLC, a Florida limited liability company (“Infinite Aqua”), and Premier Fire Alarms and Integration System, Installation Division, Inc., a Florida corporation (“Premier Fire”) (Central Alarm, Infinite Aqua, and Premier Fire are each an “Additional Settling Party” and, collectively, the “Additional Settling Parties”), and the Class Representatives, individually and on behalf of the Settlement Class, by and through Class Counsel. The Class Representatives, individually and on behalf of the Settlement Class, Class Counsel, the Receiver, the CTSCA, the Additional Settling Parties, the Plaintiffs’ Steering Committee, and the Receiver are each a “Party” and collectively, the “Parties.”

RECITALS

A. On June 24, 2021, the twelve-story Champlain Towers South Condominium building, located at 8777 Collins Avenue, Surfside, Florida 33154 (“Champlain Towers South”), partially collapsed, causing the death of ninety-eight (98) individuals, personal injuries, and property damage, and the remainder of the structure was subsequently demolished, causing further property losses (together, the “CTS Collapse”).

B. The Champlain Towers South Condominium was a Florida condominium managed by the CTSCA.

C. The initial action giving rise to the Litigation was filed on June 24, 2021, in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “Court”).

D. On July 2, 2021, the Court appointed the Receiver as receiver for the CTSCA and vested him with sole authority to exercise the rights and powers vested in the CTSCA, thereby creating the “Receivership” as a parallel proceeding within the framework of the Litigation.

E. After the CTS Collapse, various plaintiffs filed lawsuits against the CTSCA and others, which lawsuits were consolidated into the Litigation pursuant to the Amended Order

Appointing Plaintiffs' Counsel and Addressing Certain Case Management Issues entered by the Court on July 16, 2021.

F. Among other things, the plaintiffs allege in the Litigation that certain acts and/or omissions of various persons contributed to the CTS Collapse.

G. The parties in the Litigation and others resolved certain claims in the Litigation and entered into the In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (the "June 2022 Settlement Agreement"), which was finally approved by the Court through the Final Order and Judgment entered on June 24, 2022.

H. The continuing investigation of the causes of the CTS Collapse has identified other potentially-responsible parties.

I. Central Alarm subcontracted with Premier Fire to provide the monitoring service for the alarm system for the Champlain Towers South building.

J. Infinite Aqua contracted with the CTSCA for repair work for the pool at the Champlain Towers South building.

K. Premier Fire contracted with the CTSCA to provide the inspection and monitoring services for the alarm system at the Champlain Towers South building.

L. The Class Representatives and the CTSCA contend that the Additional Settling Parties' actions and/or inactions contributed to the CTS Collapse and that the Additional Settling Parties would properly be named as defendants in the Litigation and subjected to liability for some portion of the damages and losses suffered as a result of the CTS Collapse.

M. The Additional Settling Parties deny the Class Representatives' and the CTSCA's contentions that that the Additional Settling Parties' actions and/or inactions contributed to the CTS Collapse and that they would properly be named as defendants in the Litigation. If the Litigation were to continue, the Additional Settling Parties would to assert substantial legal and factual defenses against the Class Representatives' claims, the CTSCA's claims, and any other claims brought against them. The Additional Settling Parties deny any liability to the Settlement Class (as defined herein), any Settlement Class Member, and the CTSCA for any claims, causes of action, costs, expenses, attorneys' fees, or damages of any kind.

N. The Class Representatives and Class Counsel have concluded that it is in the best interests of the Settlement Class to compromise and settle all Released Claims (as defined herein) against the Released Parties (as defined herein) for consideration reflected in the terms and benefits of this August 2022 Settlement Agreement. After arm's length negotiations with the CTSCA and the Additional Settling Parties, the Class Representatives and Class Counsel have determined that this August 2022 Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class Representatives and the Settlement Class based on a consideration of, among other things: (i) the complexity, expense, and likely duration of the litigation; (ii) the stage of the litigation and amount of fact gathering completed; (iii) the potential for the CTSCA and/or the Additional Settling Parties to prevail on threshold issues and on the merits; and (iv) the range of possible recovery.

O. The Receiver and the CTSCA have concluded that it is in the best interests of the Receiver and the CTSCA to compromise and settle all Released Claims against the Additional Settling Parties for consideration reflected in the terms and benefits of this August 2022 Settlement Agreement. After arm's length negotiations with Class Counsel and with the Additional Settling Parties, the Receiver and the CTSCA have determined that this August 2022 Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Receiver and the CTSCA based on a consideration of, among other things: (i) the complexity, expense, and likely duration of the litigation; (ii) the stage of the litigation and amount of fact gathering completed; (iii) the potential for the Class Representatives and/or Additional Settling Parties to prevail on threshold issues and on the merits; and (iv) the range of possible recovery.

P. Each Additional Settling Party has concluded, after considering the costs, time, inconvenience, and complexities of litigation, that this Settlement in the Litigation is appropriate. Each Additional Settling Party agrees with the Class Representatives, Class Counsel, the CTSCA, and the Receiver that this August 2022 Settlement Agreement is a fair, reasonable, and adequate resolution of the Released Claims. Each Additional Settling Party reached this conclusion after considering, among other things: (i) the expense that would be necessary to defend claims by Settlement Class Members through trial and any appeals that might be taken; (ii) the benefits of disposing of protracted and complex litigation; (iii) the desire of each Additional Settling Party to conduct business unhampered by the costs and distraction of continued litigation; and (iv) the desire of each Additional Settling Party to protect and secure the good name and goodwill of such Additional Settling Party.

Q. The Parties desire and intend to seek Court review and approval of this August 2022 Settlement Agreement, and, upon preliminary approval by the Court, the Parties intend to seek a Final Order and Judgment (as defined herein) from the Court in the form attached hereto.

R. This August 2022 Settlement Agreement, including each Additional Settling Party's respective obligations herein, will not be construed as evidence of, or as an admission by, the CTSCA or any Additional Settling Party or any respective insurer of any liability, coverage position, or wrongdoing whatsoever.

NOW, THEREFORE, it is agreed that the foregoing recitals are hereby expressly incorporated into this August 2022 Settlement Agreement and made a part hereof and further, that in consideration of the agreements, promises, and covenants set forth in this August 2022 Settlement Agreement, including the Releases (as defined herein) and Covenants Not to Sue (as defined herein) in Article 5, the entry by the Court of the Final Order and Judgment required by this August 2022 Settlement Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Released Claims shall be settled and compromised under the following terms and conditions.

ARTICLE 1

SETTLEMENT CLASS

1.1 Definition of Settlement Class

1.1.1 “Settlement Class” means 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.

1.1.2 This “Settlement Class” is identical to the one certified in the Final Order and Judgment entered by the Court on June 24, 2022, which finally approved the June 2022 Settlement Agreement.

1.1.3 Excluded from the Settlement Class is any Unit Owner, Resident, Invitee, Representative Claimant, Derivative Claimant, or other person or entity otherwise included in the Settlement Class who timely and properly exercises the right to exclude himself, herself, or itself from the Settlement Class as to the August 2022 Settlement Agreement; however, Such an exclusion will have no effect on Settlement Class membership as to the Settlement Class certified through the Final Order and Judgment entered by the Court on June 24, 2022.

ARTICLE 2

DEFINITIONS

2.1 **Definitions.** For the purposes of this August 2022 Settlement Agreement, the following terms (designated by initial capitalization throughout this August 2022 Settlement Agreement) will have the meanings set forth in this Section, which are applicable to both the singular and plural thereof. Unless the context requires otherwise, (a) words expressed in the masculine will include the feminine and neuter gender and vice versa; (b) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (c) the word “or” includes the word “and,” except where the context clearly requires otherwise; (d) the word “extent” in the phrase “to the extent” will mean the degree to which a subject or other thing extends, and such phrase will not simply mean “if”; (e) references to “day” or “days” in the lower case are to calendar days, but if the last day is a Saturday, Sunday, or legal holiday (as defined in Fla. R. Jud. Admin. 2.514(a)(6)), the period will continue to run until the end of the next day that is not a Saturday, Sunday, or legal holiday; (f) references to any law will include all rules and regulations promulgated thereunder; (g) the terms “include,” “includes,” and “including” will be deemed to be followed by “without limitation,” whether or not they are in fact followed by such words or words of similar import; and (h) references to dollars or “\$” are to United States dollars.

2.1.1 “Additional Settling Party” has the meaning ascribed to it in the preamble to this August 2022 Settlement Agreement.

2.1.2 “Affiliate” means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, where “control” means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting shares, by contract, or otherwise.

2.1.3 “Allocation Agreement” means that certain Allocation Agreement between the Receiver on behalf of the CTSCA, the Unit Owners, and the Personal Injury and Wrongful Death Class as modified and approved by the Court pursuant to the Final Bar Order dated April 6, 2022. Notwithstanding any provision set forth herein, nothing shall be construed to modify, amend, or in any way alter the terms of the Allocation Agreement or the associated April 6, 2022, Bar Order.

2.1.4 “April 6, 2022, Bar Order” means the Final Bar Order entered by the Court on April 6, 2022, in the Litigation.

2.1.5 “Assigned Property Damage Claim” means and refers to each “Participating Unit Owners Property Damage Claim” (as such quoted term is used and defined in the Allocation Agreement) and all other claims, interests, or rights that any Unit Owner or any third-party assigned to the CTSCA or the Receiver.

2.1.6 “August 2022 Settlement Agreement” means this August 2022 Settlement Agreement and all accompanying exhibits and schedules hereto, including any subsequent amendments thereto and any exhibits to such amendments.

2.1.7 “Central Alarm” has the meaning ascribed to it in the preamble to this August 2022 Settlement Agreement.

2.1.8 “Central Alarm Releasees” means Central Alarm and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.9 “Champlain Towers South” has the meaning ascribed to it in the recitals to this August 2022 Settlement Agreement.

2.1.10 “Claim Form” means that document and other documentation that a Settlement Class Member was required to submit to the Claims Administrators to claim a Monetary Award, as set forth in the June 2022 Settlement Agreement and the Claims Administration Process.

2.1.11 “Claims Administration Process” means the process by which the Claims Administrators and the Court determines the eligibility for, and the amount of, each Settlement Class Member’s Monetary Award.

2.1.12 “Claims Administrator(s)” means the Court or those persons or entities appointed by the Court to perform the responsibilities of the Claims Administration Process.

2.1.13 “Class Action Complaint” means the Consolidated Third Amended Class Action Complaint filed in the Litigation on March 10, 2022, and any subsequent amendments thereto.

2.1.14 “Class Claim” has the meaning ascribed to it in Section 5.1 of this August 2022 Settlement Agreement.

2.1.15 “Class Counsel” means the counsel who were appointed by this Court as members of the Plaintiffs’ Steering Committee in the Court’s Amended Order Appointing Plaintiffs’ Counsel and Addressing Certain Case Management Issues dated July 16, 2021, and subsequent orders. Class Counsel are signatories to this August 2022 Settlement Agreement and include 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 (who was appointed as insurance coverage counsel); and Bradford R. Sohn of The Brad Sohn Law Firm.

2.1.16 “Class Releasers” has the meaning ascribed to it in Section 5.1 of this August 2022 Settlement Agreement.

2.1.17 “Class Representative” means 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, or such other persons as may be appointed by the Court as the representatives of the Settlement Class.

2.1.18 “CMS” means Centers for Medicare & Medicaid Services.

2.1.19 “Court” has the meaning ascribed to it in the Recitals to this August 2022 Settlement Agreement and includes the Honorable Michael A. Hanzman (or any successor judge designated by the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida), presiding in the Litigation.

2.1.20 “Covenants Not to Sue” means those covenants not to sue set forth in Article 5 of this August 2022 Settlement Agreement.

2.1.21 “CTSCA” has the meaning ascribed to it in the preamble to this August 2022 Settlement Agreement, and is a not-for-profit corporation created on August 4, 1981, pursuant to Chapter 617, Florida Statutes.

2.1.22 “CTSCA Claims” has the meaning ascribed to it in Section 5.3 of this August 2022 Settlement Agreement.

2.1.23 “CTSCA Releasees” means the CTSCA, every past, present, and future member of the CTSCA, and their respective predecessors, successors, assigns, assignors, representatives, personal representatives, and its attorneys, agents, trustees, and insurers and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.24 “CTSCA Releasors” has the meaning ascribed to it in Section 5.3 of this August 2022 Settlement Agreement.

2.1.25 “CTS Collapse” means the partial collapse of Champlain Towers South and subsequent demolition of the remainder of Champlain Towers South.

2.1.26 “CTS Declaration” means that certain Declaration of Champlain Towers South Condominium filed and recorded August 19, 1981, in Official Records Book 11191, at Page 35, of the Public Records of Miami-Dade County, Florida, as restated and amended from time to time, with the last restatement and amendment recorded April 30, 2019.

2.1.27 “CTS Site” means the real property located at 8777 Collins Avenue, Surfside, Florida 33154.

2.1.28 “CTS Vendor” means Securitas Security Services USA, Inc., a Delaware corporation, Morabito Consultants, Inc., a Maryland corporation, Becker & Poliakoff, P.A., a Florida professional corporation, Concrete Protection and Restoration, Inc., a Maryland corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, Campany Roof Maintenance, LLC, a Florida limited liability company, R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Willcott Engineering, Inc., a Florida corporation, Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, Sammet Pools, Inc., a Florida corporation, and Scott R. Vaughn, PE, LLC, a Florida limited liability company, Central Alarm Control, Infinite Aqua, and Premier Fire.

2.1.29 “CTS Vendor Services” means work or services performed, or allegedly failed to have been performed, by any CTS Vendor prior to the CTS Collapse for or on behalf of the Champlain Towers South Condominium Association, Inc., or any Unit Owner, or otherwise for the benefit of Champlain Towers South.

2.1.30 “Derivative Claimant” means a spouse, parent, child who is a dependent, or any other person who may properly under applicable law assert the right to sue independently or derivatively by reason of his, her, or their relationship with (a) a Unit Owner, (b) an Invitee, (c)

a Resident, (d) any person that died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, or (e) any person that suffered a loss of or damage to real property or personal property, or suffered other economic loss, as a result of the CTS Collapse.

2.1.31 “Effective Date” means: (a) the day following the expiration of the deadline for appealing the Final Order and Judgment approving this August 2022 Settlement Agreement and certifying the Settlement Class (or for appealing any ruling on a timely motion for reconsideration of such Final Order and Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Final Order and Judgment (or any portion thereof) is filed, the date following the day when all appellate rights with respect to that Final Order and Judgment have expired or have been exhausted in a manner to conclusively affirm such Final Order and Judgment, such that no future appeal is possible.

2.1.32 “Escrow Account” means the segregated account created by the Order Granting Joint Motion for Entry of Order Approving Form Escrow Agreement for Payments of Settlement Payments into Escrow Account (*etc.*) (“Escrow Approval Order”), entered by the Court on June 16, 2022, into which each Additional Settling Party’s insurer may deposit its respective Settlement Payment to be held in escrow by the Receiver in accordance with the Escrow Agreement.

2.1.33 “Escrow Agreement” means the form escrow agreement approved by the Court in the Escrow Approval Order.

2.1.34 “Execution Date” means the date this August 2022 Settlement Agreement is signed by the last Party to sign it (as indicated by the date below such Party’s signature).

2.1.35 “Fairness Hearing” means the hearing scheduled by the Court to consider the fairness, reasonableness, and adequacy of this August 2022 Settlement Agreement, and to determine whether a Final Order and Judgment should be entered.

2.1.36 “Final Approval Date” means the date on which the Court enters the Final Order and Judgment.

2.1.37 “Final Order and Judgment” means the final judgment and order to be entered by the Court, which satisfies the requirements of this August 2022 Settlement Agreement, including Article 8, and includes substantially similar terms as those terms set forth in **Exhibit A** attached hereto and made a part hereof.

2.1.38 “General Release” means the Release, in the form of **Exhibit B** attached hereto and made a part hereof, to be executed by a Non-Settling Party and its insurers in accordance with Article 5.14 of this August 2022 Settlement Agreement.

2.1.39 “Governmental Payor” means any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs.

2.1.40 “Infinite Aqua” has the meaning ascribed to it in the preamble to this August 2022 Settlement Agreement.

2.1.41 “Infinite Aqua Releasees” means Infinite Aqua and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.42 “Invitee” means any person or entity (other than a Unit Owner or Resident) who was present or located at Champlain Towers South at the time of the CTS Collapse, or that owned personal property that was located at Champlain Towers South at the time of the CTS Collapse. The term “Invitee” includes, without limitation, any employee of the CTSCA, any employee of a CTS Vendor, any guest of a Resident or a Unit Owner, or any occupant or other person that was present, lawfully or unlawfully, at the time of the CTS Collapse.

2.1.43 “June 2022 Settlement Agreement” has the meaning ascribed to it in the Recitals to this August 2022 Settlement Agreement and includes all accompanying exhibits and schedules thereto, including any subsequent amendments and any exhibits to such amendments.

2.1.44 “Lien” means any statutory lien of a Governmental Payor or Medicare Part C or Part D Program sponsor, or any mortgage, lien, pledge, charge, security interest, or legal encumbrance, of any nature whatsoever, held by any person or entity, where there is a legal obligation to withhold payment of a Monetary Award, or some portion thereof, to a Settlement Class Member under applicable federal or state law.

2.1.45 “Litigation” has the meaning ascribed to it in the preamble to this August 2022 Settlement Agreement. The term “Litigation” includes the Class Action Complaint and all crossclaims, counterclaims, and third-party complaints filed by any litigant in the Litigation.

2.1.46 “Medicaid Program” means the federal program administered by the states under which certain medical items, services, and/or prescription drugs are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. § 1396–1, *et seq.*

2.1.47 “Medicare Part C or Part D Program” means the program(s) under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits and Medicare Part D prescription drug plan benefits are administered by private entities that contract with CMS.

2.1.48 “Medicare Program” means the Medicare Parts A and B federal program administered by CMS under which certain medical items, services, and/or prescription drugs are furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. § 1395, *et seq.*

2.1.49 “MMSEA” means the Medicare, Medicaid & SCHIP Extension Act of 2007, as codified in 42 U.S.C. § 1395y(b)(8).

2.1.50 “Monetary Award” means an award for the payment of money from the Settlement Fund to a Settlement Class Member as set forth in this August 2022 Settlement Agreement and pursuant to the Claims Administration Process.

2.1.51 “Motion for Preliminary Approval of the Settlement” has the meaning ascribed to it in Article 6 of this August 2022 Settlement Agreement.

2.1.52 “MSP Laws” means the Medicare Secondary Payer Act set forth at 42 U.S.C. § 1395y(b), as amended from time to time, and implementing regulations, and other applicable written CMS guidance.

2.1.53 “Non-Settling Party” means any person or entity, other than a Released Party, that has been named, could have been named, or is named in the future, in the Litigation, or any Related Action. The term “Non-Settling Party” does not include any Released Party.

2.1.54 “NSP Released Claim” has the meaning ascribed to it in Section 5.4 of this August 2022 Settlement Agreement.

2.1.55 “Opt Out,” when used as a verb, means the process by which any Unit Owner, Invitee, Resident, Representative Claimant, Derivative Claimant, or any other person or entity included in the definition of the Settlement Class exercises the right to exclude himself, herself, or itself from the Settlement Class in accordance with this August 2022 Settlement Agreement and Fla. R. Civ. P. 1.220(d).

2.1.56 “Opt Out(s),” when used as a noun, means any Unit Owner, Invitee, Resident, Representative Claimant, Derivative Claimant, or any other person or entity who would otherwise have been included in the Settlement Class who timely and properly exercised his, her, its, or their right to Opt Out and therefore, after the Final Approval Date, is not a Settlement Class Member.

2.1.57 “Other Party Release” means the Release in the form of Exhibit C to the June 2022 Settlement Agreement, to be executed by the Additional Settling Parties.

2.1.58 “Party(ies)” has the meaning ascribed to it in the preamble to this August 2022 Settlement Agreement.

2.1.59 “Personal Signature” means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this August 2022 Settlement Agreement, a document requiring a Personal Signature may be submitted by an actual original “wet ink” signature on hard copy, or a PDF or other electronic image of an actual signature, but cannot be submitted by an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, *et seq.*, the Uniform Electronic Transactions Act, or their successor acts.

2.1.60 “Plaintiffs’ Steering Committee” or “PSC” means Class Counsel and the group of counsel appointed by the Court to manage and administer the affairs of all plaintiffs and otherwise act on behalf of the plaintiffs in the Litigation. The PSC, as currently constituted, includes those counsel described in the Court’s Amended Order Appointing Plaintiffs’ Counsel and Addressing Certain Case Management Issues dated July 16, 2021.

2.1.61 “Preliminary Approval Order” means the order, upon entry by the Court, preliminarily approving the August 2022 Settlement Agreement and conditionally certifying the Settlement Class.

2.1.62 “Premier Fire” has the meaning ascribed to it in the preamble to this August 2022 Settlement Agreement.

2.1.63 “Premier Fire Releasees” means Premier Fire and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.64 “Receiver” has the meaning ascribed to it in the preamble to this August 2022 Settlement Agreement.

2.1.65 “Receivership” means has the meaning ascribed to it in the preamble to this August 2022 Settlement Agreement.

2.1.66 “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 F** attached hereto and made a part hereof.

2.1.67 “Receivership Proceeding” means the receivership of the CTSCA created as a parallel proceeding with the framework of the Litigation pursuant to the Agreed Order Appointing Receiver dated July 2, 2021.

2.1.68 “Related Action” means any past, present, or future action or claim brought against any Released Party in the Court (other than the Litigation) or any other state court, federal court, foreign court, international tribunal, regulatory agency, or other tribunal or forum arising out of, or related to, or based upon, the CTS Collapse, or the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the Class Action Complaint or otherwise in the Litigation, including any matter identified on **Exhibit D** attached hereto and made a part hereof. The Schedule of Related Actions attached as Exhibit D hereto does not include all pending Related Actions.

2.1.69 “Released Claim” means those Class Claims, CTSCA Claims, NSP Released Claims, and Assigned Property Damage Claims released as set forth in Article 5 of this August 2022 Settlement Agreement.

2.1.70 “Released Party(ies)” means the CTSCA Releasees, the Central Alarm Releasees, the Infinite Aqua Releasees, and the Premier Fire Releasees, any person or entity qualifying as an insured under any of the insurance policies contributing to the Settlement Fund, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, executors, trusts, personal representatives, conservators, transferees, insurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, lienholders, subrogees, accountants, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, and managers of any of the foregoing). The term “insurer,” when referring to an insurer of a Released Party, means the insurer of such Released Party, but only in its capacity as an insurer of that Released Party.

2.1.71 “Releases” means the releases set forth in Article 5 of this August 2022 Settlement Agreement.

2.1.72 “Releasors” means all Class Releasors and all CTSCA Releasors.

2.1.73 “Representative Claimant” means the authorized representative ordered or appointed by a court or other official of competent jurisdiction under applicable law, of (a) a Unit Owner, (b) an Invitee, (c) a Resident, (d) any person who died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, or (e) any person or entity 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.

2.1.74 “Resident” means any person or entity, other than a Unit Owner or Invitee, who resided within, was domiciled at, or was a tenant at Champlain Towers South at the time of the CTS Collapse.

2.1.75 “Settlement” means the settlement set forth in this August 2022 Settlement Agreement.

2.1.76 “Settlement Administrator” means that person or entity approved by the Court as administrator of the Settlement Fund Account and administrator of the qualified settlement fund for purposes of Treasury Regulation §1.468B-2(k)(3).

2.1.77 “Settlement Class” has the meaning ascribed to it in Article 1 of this August 2022 Settlement Agreement.

2.1.78 “Settlement Class Member” means each (a) Unit Owner, (b) Invitee, (c) Resident, (d) person that died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, (e) person or entity that 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 Claimant, and (g) Derivative Claimant in the Settlement Class; *provided, however*, the term “Settlement Class Member” as used herein with respect to any right or obligation after the Final Approval Date does not include any Opt Outs.

2.1.79 “Settlement Class Notice” means that notice, substantially in the form of **Exhibit E** attached hereto and made a part hereof, to be approved by the Court and disseminated to Settlement Class Members as provided in Article 7 of this August 2022 Settlement Agreement.

2.1.80 “Settlement Fund” means the fund to be created and enacted pursuant to Order Approving Qualified Settlement Fund Agreement, upon entry by the Court.

2.1.81 “Settlement Fund Account” means the segregated account created in accordance with the Qualified Settlement Fund Agreement and held by the Settlement Administrator into which each Additional Settling Party may make its respective Settlement Payment pursuant to this August 2022 Settlement Agreement.

2.1.82 “Settlement Fund Agreement” means the escrow agreement that will establish the Settlement Fund and will be entered into by the Settlement Administrator, the CTSCA, Class Counsel, the Receiver, and the Additional Settling Parties.

2.1.83 “Settlement Payment” means each payment that each respective Additional Settling Party or its insurer(s) has agreed to pay into the Settlement Fund or the Escrow Account.

2.1.84 “Unit” means a “Condominium Unit,” as such quoted term is used and defined in the CTS Declaration.

2.1.85 “Unit Owner” means the record owner of a “Condominium Unit” (as such quoted term is used and defined in the CTS Declaration) at the time of the CTS Collapse. The term “Unit Owner” includes a Unit Owner that owned personal property that was lost, damaged, or destroyed as a result of the CTS Collapse.

2.1.86 “WDC Representative” means a Representative Claimant for (a) a Unit Owner who died as a result of the CTS Collapse, (b) an Invitee who died as a result of the CTS Collapse, (c) a Resident who died as a result of the CTS Collapse, or (d) any other person who died as a result of the CTS Collapse.

ARTICLE 3

SETTLEMENT FUND

3.1 Settlement Payments

3.1.1 The CTSCA and each Additional Settling Party and/or its respective insurer(s), as provided below, shall pay into the Settlement Fund or the Escrow Account, in the event the Settlement Fund has not been created when the Settlement Payment is due, its respective Settlement Payment(s) as follows:

(a) After the Receiver has paid all of the costs and expenses of the Receivership and the Receivership Proceeding, including, but not limited to, the Receivership's operating costs and expenses, taxes owed, and all attorneys' fees (as approved by the Court), litigation expenses, and any other costs incurred, including those necessary for termination of the Receivership estate, the Receiver shall transfer, on behalf of the CTSCA, all remaining funds held by the Receiver in his capacity as Receiver to the Settlement Fund Account, which sum is presently estimated to be approximately Fifty Million and 00/100 Dollars (\$50,000,000.00);

(b) Central Alarm shall pay the sum of One Million and 00/100 Dollars (\$1,000,000.00);

(c) Infinite Aqua shall pay the sum of One Million and 00/100 Dollars (\$1,000,000.00);

(d) Premier Fire shall pay the sum of One Million and 00/100 Dollars (\$1,000,000.00).

3.2 Timing of Settlement Payments. Unless otherwise provided in the Final Order and Judgment, each Additional Settling Party or its insurer(s) on that Additional Settling Party's behalf, as appropriate, shall pay such Additional Settling Party's respective Settlement Payment into the Settlement Fund Account or the Escrow Account no later than ten (10) days after the date of the Preliminary Approval Order.

3.3 Several and Not Joint Obligations. Each Additional Settling Party's obligation to pay its respective Settlement Payment is several and not joint with any other Additional Settling Party's obligation to pay its respective Settlement Payment. The failure of any Additional Settling Party to pay its respective Settlement Payment shall be a breach of this August 2022 Settlement Agreement only as to that Additional Settling Party. No Additional Settling Party shall be liable to the PSC, Class Counsel, Class Representatives, any Settlement Class Member, the Receiver, or the CTSCA for payment of a Settlement Payment attributable to another Additional Settling Party. No Additional Settling Party's payment of its respective Settlement Payment shall give rise to a claim of contribution, subrogation, or any other action in law or equity by or through such Additional Settling Party against any other Released Party.

3.4 No Interest or Inflation Adjustment. Except as otherwise provided in Section 9.4 of this August 2022 Settlement Agreement, none of the Settlement Payments shall be subject to any interest obligation or inflation adjustment.

3.5 Exclusive Payments. No Additional Settling Party shall have any payment obligation in connection with this August 2022 Settlement Agreement other than its respective Settlement Payment as provided herein.

ARTICLE 4
SETTLEMENT ADMINISTRATION

4.1 The Settlement Fund

4.1.1 The Additional Settling Parties will make their respective Settlement Payments as required by this August 2022 Settlement Agreement into the Settlement Fund Account or into the Escrow Account in the event the Settlement Fund Account has not been created at the time the Settlement Payments are due.

4.1.2 The Settlement Fund is structured and shall be operated in a manner so that it qualifies as a Court-approved “qualified settlement fund” pursuant to Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. The Parties shall cooperate with each other in ensuring that the Settlement Fund is operated, and at all times qualifies, as a “qualified settlement fund” and shall not take a position in any filing or before any tax authority that is inconsistent with the foregoing. The Settlement Administrator, on behalf of the Settlement Fund, is authorized to enter into periodic payment obligations and is authorized to make “qualified assignments” within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, to assign the Settlement Fund’s liability to make the periodic payments to the designated assignee.

4.1.3 For purposes of Treasury Regulation Section 1.468B-2(k)(3), the Settlement Administrator will be treated as the “administrator” of the “qualified settlement fund” and shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including the returns described in Treasury Regulation Section 1.468B-2(k)) for the Settlement Fund. Such returns shall reflect that all taxes on the income earned on the Settlement Fund shall be paid out of the Settlement Fund. The Settlement Administrator shall timely make any such elections as are necessary or advisable to carry out the terms of this Section, including, as necessary, making a “relation back election,” as described in Treasury Regulation Section 1.468B-1(j), to cause the Settlement Fund to come into existence on or before the Effective Date, and shall take or cause to be taken all related actions as may be necessary or appropriate. The Additional Settling Parties agree to cooperate reasonably with the Settlement Administrator to provide information available to them that is needed for filing tax returns for the Settlement Fund and will give their consent to the filing of any relation back election.

4.1.4 The Settlement Fund shall be managed by the Settlement Administrator as provided in the Settlement Fund Agreement, and both the Settlement Fund and Settlement Administrator will be subject to the continuing jurisdiction and supervision of the Court.

4.1.5 The Settlement Administrator will have the authority to make payments and disbursements from the Settlement Fund Account only as provided by an order or other written instruction of the Court.

4.1.6 The Settlement Administrator will be responsible for making any necessary tax filings and payments of taxes, estimated taxes, and associated interest and penalties, if any, by the Settlement Fund and responding to any questions from, or audits regarding such

taxes by, the Internal Revenue Service or any state or local tax authority. The Settlement Administrator also will be responsible for complying with all tax information reporting and withholding requirements with respect to payments made by the Settlement Fund, as well as paying any associated interest and penalties.

4.1.7 The Settlement Administrator may be replaced only by order of the Court. Any compensation to the Settlement Administrator for the Settlement Administrator's administration of the Settlement Fund shall be paid solely out of the Settlement Fund, and no Released Party shall have any obligation or liability for the Settlement Administrator's compensation or expenses.

4.2 Identification and Satisfaction of Liens

4.2.1 The Parties agree to comply with the provisions of Section 111 of the MMSEA. The Motion for Preliminary Approval of the Settlement filed by Class Counsel will request that the Court require the Settlement Administrator to faithfully implement and administer the Lien-related provisions of this August 2022 Settlement Agreement.

4.2.2 The Settlement Administrator will, among other responsibilities set forth in this August 2022 Settlement Agreement, administer the process for the identification and satisfaction of all applicable Liens. Each Settlement Class Member shall identify all Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award in such documentation required by the Settlement Administrator and/or the Claims Administration Process, unless required to do so in his or her Claim Form. Each Settlement Class Member will be solely responsible for the satisfaction and discharge of all Liens.

4.2.3 Each Settlement Class Member (and counsel individually representing him or her, if any) shall cooperate with the Settlement Administrator to identify all Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award as a prerequisite to receiving payment of any Monetary Award, including by providing the requested information and authorizations to the Settlement Administrator and/or Claims Administrators in the timeframe specified for so doing.

4.2.4 Among other things, each Settlement Class Member authorizes the Settlement Administrator to:

(a) establish procedures and protocols to identify and resolve Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award;

(b) undertake to obtain an agreement in writing and other supporting documentation with CMS promptly following the Effective Date that establishes reporting processes recognized by CMS as satisfying the reporting obligations, if any, under the mandatory Medicare reporting requirements of Section 111 of the MMSEA in connection with this August 2022 Settlement Agreement;

(c) satisfy Lien amounts owed to a Governmental Payor or, to the extent identified by the Settlement Class Member, Medicare Part C or Part D Program sponsor,

for medical items, services, and/or prescription drugs paid on behalf of the Settlement Class Member out of any Monetary Award to the Settlement Class Member;

(d) fulfill all state and federal reporting obligations, including those to CMS that are agreed upon with CMS; and

(e) transmit all information received from any Governmental Payor or Medicare Part C or Part D Program sponsor pursuant to such authorizations (i) to the Claims Administrators solely for purposes of verifying compliance with the MSP Laws or other similar reporting obligations and for verifying satisfaction and full discharge of all such Liens, or (ii) as otherwise directed by the Court.

4.2.5 The Settlement Administrator may put in place mechanisms for resolving Liens on an individual basis and may satisfy Liens owed for medical items, services, and/or prescription drugs paid on behalf of the Settlement Class Member out of any Monetary Award to the Settlement Class Member.

4.2.6 The Settlement Administrator's performance of functions described in this Article is not intended to modify the legal and financial rights and obligations of Settlement Class Members, including the duty to pay and/or arrange for reimbursement of each Settlement Class Member's past, current, or future bills or costs, if any, for medical items, services, and/or prescription drugs, and to satisfy and discharge any and all statutory recovery obligations for any Liens.

4.2.7 Each Settlement Class Member who is eligible to participate in Medicare or Medicaid, or if not eligible to participate in Medicare, is 62.5 years or older on the Effective Date, represents and warrants that all bills, costs or Liens resulting from or arising out of alleged injuries, claims or lawsuits related to the CTS Collapse are his/her responsibility to pay, including all Medicare conditional payments, subrogation claims, Liens, or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, Governmental Payor, employer or other person or entity.

4.2.8 Notwithstanding any other provision of this August 2022 Settlement Agreement relating to timely payment, the Settlement Administrator shall not pay any Monetary Award to a Settlement Class Member who is or was entitled to benefits under a Governmental Payor program or Medicare Part C or Part D Program prior to: (i) the Settlement Administrator's determination of the final amount needed to satisfy the reimbursement obligation that any Governmental Payor or Medicare Part C or Part D Program sponsor states is due and owing (as reflected in a final demand letter or other formal written communication), and satisfaction and discharge of that reimbursement obligation as evidenced by the Settlement Administrator's receipt of a written satisfaction and discharge from the applicable Governmental Payor or Medicare Part C or Part D Program sponsor; or (ii) the Settlement Administrator's determination of the "holdback" amount to be deducted from the Monetary Award under which such reimbursement obligation will be resolved.

4.2.9 Notwithstanding any other provision of this August 2022 Settlement Agreement relating to timely payment, if any person or entity claims any Liens, other than those

set forth in this Article, with respect to a Settlement Class Member's Monetary Award, then the Settlement Administrator shall not pay any such Monetary Award if the Settlement Administrator has received notice of that Lien and there is a legal obligation to withhold payment to the Settlement Class Member under applicable federal or state law. The Settlement Administrator will hold such Monetary Award in an escrow account until the Settlement Class Member (and counsel individually representing him or her, if any) presents documentary proof, such as a court order or release or notice of satisfaction by the party asserting the Lien, that such Lien has been satisfied and discharged, or until the Settlement Administrator's determination of the "holdback" amount to be deducted from the Monetary Award under which such reimbursement obligation will be resolved.

4.2.10 Settlement Class Members who are or were entitled to benefits under Medicare Part C or Part D Programs may be required by statute or otherwise, when making a claim for and/or receiving compensation pursuant to this August 2022 Settlement Agreement, to notify the relevant Medicare Part C or Part D Program sponsor or others of the existence of, and that Settlement Class Member's participation in, this Settlement. It is the sole responsibility of each Settlement Class Member to determine whether he or she has such a notice obligation, and to perform timely any such notice reporting.

4.3 Indemnification for Lien Administration. Each Class Releasor, in return for the benefits and consideration provided in this August 2022 Settlement Agreement, shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities, including the costs of defense and attorneys' fees of, the Released Parties against any and all claims by third-parties arising from, relating to, or resulting from (a) any undisclosed Lien relating to, or resulting from, compensation or benefits received by a Settlement Class Member pursuant to this Settlement, and/or (b) the failure of a Settlement Class Member timely and accurately to report or provide information that is necessary for compliance with the MSP Laws, or for the Settlement Administrator to identify and/or satisfy all Governmental Payors or Medicare Part C or Part D Program sponsors who may hold or assert a reimbursement right. The amount of indemnification will not exceed the total Monetary Award for that Settlement Class Member's claim. THE CLASS REPRESENTATIVES AND SETTLEMENT CLASS MEMBERS ACKNOWLEDGE THAT THIS SECTION COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS SECTION IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.

4.4 Enforcement of Receivership Bar Order and Other Defense Obligations. The Settlement Administrator and the Receiver shall enforce the Receivership Bar Order. Any reasonable attorneys' fees, costs, or expenses that the Settlement Administrator or the Receiver incur to perform their obligations under this Section may be paid as authorized by the Court. No Released Party shall have any obligation to incur any cost, expense, or attorneys' fees whatsoever, and any attorneys' fees, costs, and expenses incurred by a Released Party shall be entirely the responsibility of that Released Party.

4.5 Released Parties Not Liable. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: (a) the Claims Administration Process; (b) any act, omission, or determination by Class Counsel, any Claims Administrator, the Settlement

Administrator, the Court, or any of their respective designees or agents, in connection with the administration of the Settlement Fund, identification and satisfaction of Liens, or otherwise; (c) the management, investment, or distribution of the Settlement Fund; (d) any plan of allocation of the Settlement Fund or its implementation, administration, or interpretation; (e) the determination, administration, calculation, or payment of any Monetary Awards or claims asserted against the Settlement Fund; (f) any losses suffered by, or fluctuation in value of, the Settlement Fund; or (g) the withholding or payment of any taxes, expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local tax returns.

4.5.1 The provisions of this Article are solely for the several benefit of the Additional Settling Parties, the Claims Administrator, and the Settlement Administrator. No Settlement Class Member (or counsel individually representing them, if any) will have any rights or defenses based upon or arising out of any act or omission of the Additional Settling Parties or any administrator with respect to this Article.

ARTICLE 5 **RELEASES**

5.1 Settlement Class Release of the Released Parties

5.1.1 In consideration of the benefits described, and the agreements and covenants contained, in this August 2022 Settlement Agreement, each Settlement Class Member, on his, her, its, or their own behalf, and on behalf of his, her, its, or their respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, indemnitors, heirs, next of kin, estates, beneficiaries, conservators, trustees, trusts, executors, administrators, personal representatives, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of any Settlement Class Member, or anyone claiming by, through, or on behalf of any of them (each, a “Class Releasor” and collectively, the “Class Releasors”), hereby releases, acquits, forever discharges, and holds harmless the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, crossclaims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, punitive damages, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, warranties, indemnities, agreements, responsibilities, obligations, or promises, whether in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, latent or patent, discovered or undiscovered, whether existing prior to, on, or arising after, the Effective Date, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Class Releasors, and each of them, had, has, may or will have in the future, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to (i) the CTS Collapse, (ii) Champlain Towers South, (iii) the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, referred to, or relating to, the Litigation (including the Class Action Complaint), any Related Action, or this Settlement (each of the foregoing and those below are a “Class Claim” and collectively, the “Class Claims”), or (iv) Class Claims:

(a) that have, could have been, or could be made against any Released Party in the Litigation or in any Related Action;

(b) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to any allegation in the Class Action Complaint;

(c) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, planning, proposals for, construction, improvements, additions, amelioration, repairs, replacement, remediation, restoration, investigations, inspections, evaluations, and testing at Champlain Towers South or the CTS Site;

(d) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, development, construction, maintenance, operation, management, or repair of Champlain Towers South;

(e) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to loss of support, services, consortium, companionship, society, love or affection, or damage to familial relations (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life);

(f) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to bodily injury, personal injury, wrongful death, emotional distress, or property damage, remediation and/or clean-up of property, diminution of property value, fraud, misrepresentations, loss of use or enjoyment of real or personal property, foreclosure, economic loss, fear, fear of illness or disease, fear of developing illness or disease, fright, mental or emotional distress, pain and suffering, loss of earnings, impairment of earning capacity, health equity and medical monitoring, bystander liability, survival actions, breach of contract, all statutory claims, punitive or exemplary damages, attorneys' fees, costs or expenses, moving expenses, additional rental or mortgage payments;

(g) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed bodily injuries, as well as any injury arising out of or relating to the occupancy of, or presence at, Champlain Towers South at the time of the CTS Collapse;

(h) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to property damage, remediation and/or clean-up of property, diminution of property value, loss of use, foreclosure, economic loss, breach of contract, fraud, misrepresentations, loss of use or enjoyment of real or personal property, all statutory claims, punitive or exemplary damages, attorneys' fees, costs or expenses, moving expenses, additional rental or mortgage payments;

(i) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to security services performed at Champlain Towers South pursuant to a security services agreement;

(j) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the alarm system at or alarm maintenance services performed at Champlain Towers South pursuant to a security services agreement or otherwise;

(k) for damages or alleged damages resulting in whole or in part from exposure of the Settlement Class or any Settlement Class Member or property of a Settlement Class Member to hazardous or allegedly hazardous, toxic, dangerous or harmful substances;

(l) for claims for compensatory, punitive, exemplary, extra-contractual or statutory damages based upon any allegations of fraud, insurer bad faith, additional insured status, unfair claims practices, unfair settlement practices, or other act or failure to act by any insurer in connection with the defense, investigation, handling, adjustment, litigation, or settlement of any claim or Class Claim released hereunder, or any alleged insurer misconduct of any kind or nature;

(m) for any right legally assertable by the Settlement Class or any Settlement Class Member now or in the future, whether the claim is personal to each individual, derivative of a claim now or in the future, or as assignee, successor, survivor, legatee, beneficiary, subrogee, or representative of a Settlement Class Member;

(n) for derivative, constructive, technical, indirect, strict, secondary, joint and several, or vicarious liability arising out of the conduct or fault of others for which the Released Parties may be responsible;

(o) for a past, present, future, known, unknown, foreseen, unforeseen, contingent, nascent, mature claim or a claim arising at law, in equity or otherwise, including but not limited to, claims for survival and wrongful death; or

(p) for contribution, subrogation, defense, or indemnification, whether contractual or otherwise, arising out of, attributable to, or in any way related to, the Litigation, any Related Action, or the CTS Collapse, *provided, however*, the Class Releasers do not release the Additional Settling Parties from any of their respective obligations under this August 2022 Settlement Agreement.

5.1.2 Notwithstanding any other provision of this August 2022 Settlement Agreement, including, but not limited to, this Section 5.1, no Settlement Class Member releases direct claims held by such Settlement Class Member as a Resident and/or Invitee of a Unit against his/her respective landlord, host, and/or Unit Owner, or such Unit Owner's direct insurer specific to a loss arising from tenancy of, occupancy of, or invitation to a Unit, provided however, that all other claims by such Settlement Class Member as a Resident or Invitee of a Unit against persons or entities, including that person or entity's direct insurers for any duty or obligation said insurer may have to Resident and/or Invitee and/or Unit Owner, are released. It is further understood and agreed that notwithstanding that this Settlement Agreement does not release the duties and obligations owed by an insurer under a policy issued directly to a Unit Owner, any insurer identified as a CTSCA Releasee and released pursuant to Section 5.1.1 and referenced in Sections 5.1.3 and 5.9.1 is released from any and all duties or obligations said insurer may have to anyone,

including, but not limited to a Unit Owner, Resident or Invitee, under a policy issued directly to the CTSCA.

5.1.3 As to the CTSCA's insurers released pursuant to Section 5.1.1, each Class Releasor recognizes and agrees that (a) the CTSCA's insurers specifically include, but are not necessarily limited to, Fireman's Fund Insurance Company, an Allianz Company; Great American Insurance Company; James River Insurance Company; Philadelphia Indemnity Insurance Company; QBE Insurance Corporation; and Scottsdale Insurance Company; and (b) each of Fireman's Fund Insurance Company, an Allianz Company; Great American Insurance Company; James River Insurance Company; Philadelphia Indemnity Insurance Company; QBE Insurance Corporation; and Scottsdale Insurance Company is a Released Party as defined in Section 2.1.70.

5.1.4 The Class Releasors do hereby release, forever discharge and hold harmless the Released Parties from any and all Class Claims, including unknown Class Claims, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the reporting, transmittal of information, or communications between or among the Released Parties, the CTSCA Releasors, any Claims Administrator, or the Settlement Administrator regarding any claim for a Monetary Award, including any consequences in the event that this August 2022 Settlement Agreement impacts, limits, or precludes any Settlement Class Member's right to benefits under Social Security or from any Governmental Payor.

5.1.5 In consideration of the benefits described and the agreement and covenants contained in this August 2022 Settlement Agreement, the Class Releasors do hereby release, forever discharge and hold harmless the Released Parties from any and all Class Claims, including unknown Claims, pursuant to the MSP Laws, or other similar causes of action, arising from, relating to, or resulting from the failure or alleged failure of any of the Released Parties to provide for a primary payment or appropriate reimbursement to a Governmental Payor or Medicare Part C or Part D Program sponsor with a Lien in connection with claims for medical items, services, and/or prescription drugs provided in connection with compensation or benefits claimed or received by a Settlement Class Member pursuant to this August 2022 Settlement Agreement.

5.1.6 In connection with the Releases in this August 2022 Settlement Agreement, the Class Representatives, each Settlement Class Member, and the Settlement Class acknowledge that they are aware that they may hereafter discover Class Claims now unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to actions or matters released herein. The Class Representatives, each Settlement Class Member, and the Settlement Class explicitly took unknown or unsuspected claims into account in entering into the August 2022 Settlement Agreement and it is the intention of the Parties fully, finally and forever to settle and release all Class Claims as provided in this August 2022 Settlement Agreement with respect to all such matters. The Class Representatives, each Settlement Class Member, and the Settlement Class acknowledge and understand the significance and consequence of the Releases set forth herein and releasing all Class Claims and the Class Representatives, each Settlement Class Member, and the Settlement Class assume full risk and responsibility for any and all injuries, losses, damages, assessments, penalties, charges, expenses, attorneys' fees, experts' fees, costs, and/or liabilities that any Class Releasor may hereafter incur

or discover which in any way should arise out of, or relate to, or are in any way connected with, any Class Claim.

5.2 Settlement Class Covenant Not to Sue any Released Party and Waiver and Estoppel. Each Settlement Class Member (a) represents, warrants, and agrees that such Settlement Class Member waives and is forever estopped from asserting any Released Claim against any Released Party, and (b) covenants that such Settlement Class Member will not now or in the future sue or threaten to sue any Released Party for any Released Claim, or otherwise assert or threaten to assert any Released Claim against any Released Party.

5.3 The Receiver's and the CTSCA's Release of the Additional Settling Parties

5.3.1 In consideration of the benefits described, and the agreements and covenants contained, in this August 2022 Settlement Agreement, the Receiver and the CTSCA, on behalf of themselves, in their own rights, and on behalf of each and every past, present, and future member of the CTSCA, and their respective predecessors, successors, assigns, assignors, representatives, personal representatives, attorneys, agents, trustees, and insurers (each, a "CTSCA Releasor" and collectively, the "CTSCA Releasors"), hereby release, acquit, and forever discharge the Additional Settling Parties, and each of them, of and from any and all past, present and future claims, counterclaims, crossclaims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, punitive damages, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, warranties, indemnities, controversies, agreements, responsibilities, obligations, or promises, whether in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, latent or patent, discovered or undiscovered, whether existing prior to, on, or arising after, the Effective Date, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the CTSCA Releasors, and each of them, had, has, may or will have in the future, concerning a matter of common interest as provided in Section 718.111, Florida Statutes, or that the CTSCA has standing to assert in its own name either on behalf of the CTSCA itself or on behalf of all members of the CTSCA pursuant to the CTS Declaration or any law, and that arises out of, concerns, is in any way connected with, or in any way relates, directly or indirectly, to (i) the CTS Collapse, (ii) Champlain Towers South, (iii) the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, referred to, or relating to, the Litigation (including the Class Action Complaint), any Related Action, or this Settlement (each of the foregoing and those below are a "CTSCA Claim" and collectively, the "CTSCA Claims"), or (iv) CTSCA Claims:

(a) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to any allegation in the Class Action Complaint;

(b) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, planning, proposals for, construction, improvements, additions, amelioration, repairs, replacement, remediation, restoration, investigations, inspections, evaluations, and testing at Champlain Towers South or the CTS Site;

(c) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, development, construction, maintenance, operation, management, or repair of Champlain Towers South;

(d) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to loss of support, services, consortium, companionship, society, love or affection, or damage to familial relations (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life);

(e) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to bodily injury, personal injury, wrongful death, emotional distress, or property damage, remediation and/or clean-up of property, diminution of property value, fraud, misrepresentations, loss of use or enjoyment of real or personal property, foreclosure, economic loss, fear, fear of illness or disease, fear of developing illness or disease, fright, mental or emotional distress, pain and suffering, loss of earnings, impairment of earning capacity, health equity and medical monitoring, bystander liability, survival actions, breach of contract, all statutory claims, punitive or exemplary damages, attorneys' fees, costs or expenses, moving expenses, additional rental or mortgage payments;

(f) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed bodily injuries, as well as any injury arising out of or relating to the occupancy of, or presence at, Champlain Towers South at the time of the CTS Collapse;

(g) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to property damage, remediation and/or clean-up of property, diminution of property value, loss of use, foreclosure, economic loss, breach of contract, fraud, misrepresentations, loss of use or enjoyment of real or personal property, all statutory claims, punitive or exemplary damages, attorneys' fees, costs or expenses, moving expenses, additional rental or mortgage payments;

(h) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to security services performed at Champlain Towers South pursuant to a security services agreement;

(i) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the alarm system at or alarm maintenance services performed at Champlain Towers South pursuant to a security services agreement or otherwise;

(j) for claims for compensatory, punitive, exemplary, extra-contractual or statutory damages based upon any allegations of fraud, insurer bad faith, additional insured status, unfair claims practices, unfair settlement practices, or other act or failure to act by any insurer in connection with the defense, investigation, handling, adjustment, litigation or settlement of any claim released hereunder, or any alleged insurer misconduct of any kind or nature;

(k) for derivative, constructive, technical, indirect, strict, secondary, joint and several, or vicarious liability arising out of the conduct or fault of others for which the Released Parties may be responsible;

(l) for a past, present, future, known, unknown, foreseen, unforeseen, contingent, nascent, mature claim or a claim arising at law, in equity or otherwise, including but not limited to, claims for survival and wrongful death; or

(m) for contribution, subrogation, defense, or indemnification, whether contractual or otherwise, arising out of, attributable to, or in any way related to, the Litigation, any Related Action, or the CTS Collapse; *provided, however*, the CTSCA Releasors do not release the Additional Settling Parties from any of their respective obligations under this August 2022 Settlement Agreement.

5.3.2 The Receiver and the CTSCA each individually also release, acquit, and forever discharge the Released Parties from all Assigned Property Damage Claims and any claims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys' fees and costs), whether in law or in equity, that arise out of, concern, are in any way connected with, or in any way relate, directly or indirectly, to any Assigned Property Damage Claim.

5.3.3 Except as specifically otherwise provided in this August 2022 Settlement Agreement or any separate agreement between the Receiver and/or the CTSCA and their respective insurers, it is expressly understood and agreed that this August 2022 Settlement Agreement does not alter or amend the rights and obligations, if any, of the Receiver and/or the CTSCA and their respective insurers to each other under any policy of insurance. This August 2022 Settlement Agreement does not apply to, release, or otherwise discharge claims by insurers against their reinsurers or their retrocessionnaires; all such claims are expressly preserved.

5.4 Settlement Class Limited Release of the Non-Settling Parties. The Class Releasors hereby release, acquit, forever discharge and hold harmless the Non-Settling Parties, and each of them, of and from any and all past, present and future claims, counterclaims, crossclaims, actions, lawsuits, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, latent or patent, discovered or undiscovered, whether existing prior to, on, or arising after, the Effective Date, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Class Releasors, and each of them, had, has, may or will have in the future, that seeks to hold any Non-Settling Party liable for any damage, injury, or harm, to the extent such damage, injury, or harm was caused by any act, omission, or inaction of any Released Party, including any claim based upon (a) the performance of any ultrahazardous activity, abnormally dangerous activity, or inherently dangerous activity on the part of any Released Party, (b) any theory that such Non-Settling Party is an agent, joint venturer, employee, servant, or alter ego of any Released Party, (c) any theory involving any non-delegable duty or vicarious, constructive,

technical, indirect, strict, derivative, secondary, or joint and several liability, or (d) any other theory of liability that could give rise to a claim for indemnification, subrogation, contribution, or otherwise, against any Released Party (each, an “NSP Released Claim” and collectively, the “NSP Released Claims”). Without limiting the foregoing, 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, damage, or injury that the Settlement Class Members suffered solely and directly due to either (i) such Non-Settling Party’s primary and active negligence, or (ii) such Non-Settling Party’s contract breaches, provided that such breach of contract does not give rise to an NSP Released Claim or any liability on the part of a Released Party.

5.5 Settlement Class Covenant Not to Sue Any Non-Settling Party and Waiver and Estoppel. Each Settlement Class Member (a) represents, warrants, and agrees that such Settlement Class Member waives and is forever estopped from asserting any NSP Released Claim against any Non-Settling Party, and (b) covenants that such Settlement Class Member will not now or in the future sue or threaten to sue any Non-Settling Party for any NSP Released Claim, or otherwise assert or threaten to assert any NSP Released Claim against any Non-Settling Party.

5.6 The Receiver’s and the CTSCA’s Release of the Non-Settling Parties. The CTSCA Releasers hereby release, relinquish, acquit, forever discharge, and covenant not to sue the Non-Settling Parties from and against any and all NSP Released Claims. Without limiting the foregoing, the CTSCA or the Receiver may continue to pursue any claim in the Litigation against any Non-Settling Party for such Non-Settling Party’s direct liability to the CTSCA or the Receiver, but only for that portion of any harm, damage, or injury that the CTSCA or the Receiver suffered solely and directly due to either (a) such Non-Settling Party’s primary and active negligence, or (b) such Non-Settling Party’s contract breaches, provided that such breach of contract does not give rise to an NSP Released Claim or any liability on the part of a Released Party.

5.6.1 The Receiver and the CTSCA each individually also release, acquit, and forever discharge the Non-Settling Parties from and against all Assigned Property Damage Claims to the extent that they seek to hold any Non-Settling Party liable for any damage, injury, or harm caused, in whole or in part, by any act, omission, or inaction of any Released Party, including any claim based upon (a) the performance of any ultrahazardous activity, abnormally dangerous activity, or inherently dangerous activity on the part of any Released Party, whether in whole or in part, (b) any theory that such Non-Settling Party is an agent, joint venturer, employee, servant, or alter ego of any Released Party, (c) any theory involving vicarious, constructive, technical, indirect, strict, derivative, or joint and several liability, or (d) any other theory of liability that could give rise to a claim against any Released Party, including for indemnification, subrogation, contribution, or otherwise. Without limiting the foregoing, the CTSCA or the Receiver may continue to pursue the Assigned Property Damage Claims in the Litigation against any Non-Settling Party for such Non-Settling Party’s direct liability for an Assigned Property Damage Claim, but only for that portion of any harm, damage, or injury suffered solely and directly due to either (a) such Non-Settling Party’s primary and active negligence, or (b) such Non-Settling Party’s contract breaches, provided that such breach of contract does not give rise to an NSP Released Claim or any liability on the part of a Released Party.

5.7 Settlement Class Assumption of Risk. After consulting with their counsel, each Settlement Class Member knowingly, willingly, and expressly: (a) assumes any and all risks associated with entering into this August 2022 Settlement Agreement and providing the Releases, waivers, Covenants Not to Sue, and other protections set forth in this August 2022 Settlement Agreement; (b) waives all rights relating to the Released Claims, even if (i) any or all of the Parties do not know or suspect that any such Released Claims exist, whether through oversight, error, lack of knowledge, or any other reason, (ii) any such Released Claims are discovered, manifested, or accrue after the Execution Date, or (iii) the Party's or Parties' knowledge or lack of knowledge regarding any such Released Claims would have affected in any way whatsoever such Party or Parties' decision to enter into this August 2022 Settlement Agreement; and (c) waives all rights relating to the NSP Released Claims, even if (i) any or all of the Parties do not know or suspect that any such NSP Released Claims exist, whether through oversight, error, lack of knowledge, or any other reason, (ii) any such NSP Released Claims are discovered, manifested, or accrue after the Execution Date, or (iii) the Party's or Parties' knowledge or lack of knowledge regarding any such NSP Released Claims would have affected in any way whatsoever such Party or Parties' decision to enter into this August 2022 Settlement Agreement.

5.7.1 The Parties have specifically discussed, negotiated, prepared, and agreed to the terms of this Article 5 with the unequivocal intention that it be interpreted and enforced so as to provide the broadest and most stringent protection for the Released Parties that is permitted by law.

5.8 The Additional Settling Parties' Release of Each Other

5.8.1 Each Additional Settling Party, on behalf of such Additional Settling Party and its respective insurers, hereby releases, acquits, and discharges the other Released Parties (excluding such Additional Settling Party and such Additional Settling Party's respective insurers) from all claims seeking recoupment or reimbursement, whether by subrogation, indemnification, contribution, or otherwise, of such Additional Settling Party's respective Settlement Payment(s) and any attorneys' fees, costs, or other litigation expenses (including experts' costs) that such Additional Settling Party has incurred or will incur in the Litigation, any Related Action, or in the negotiation, preparation, or performance of this August 2022 Settlement Agreement.

5.8.2 Except as otherwise provided in this August 2022 Settlement Agreement or any separate agreement between an Additional Settling Party and its respective insurers, it is expressly understood and agreed that this August 2022 Settlement Agreement does not alter or amend the rights and obligations, if any, of an Additional Settling Party and such Additional Settling Party's respective insurers to each other under any policy of insurance. This August 2022 Settlement Agreement does not apply to, release, or otherwise discharge claims by insurers against their reinsurers or their retrocessionnaires; all such claims are expressly preserved. Nothing herein shall prevent any Released Party from asserting *Fabre* affirmative defenses, or from making "empty chair" arguments against other Released Parties.

5.9 The Additional Settling Parties' Release of the Settlement Class, the Receiver, and the CTSCA. In consideration of the benefits described and the agreement and covenants contained in this August 2022 Settlement Agreement, each Additional Settling Party, on behalf of itself and its respective insurers, hereby releases, acquits, and forever discharges the Class Representatives,

all Settlement Class Members, the CTSCA, the Receiver, and each of them, from any and all claims, counterclaims, crossclaims, actions, lawsuits, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, promises, claims for subrogation, indemnification, contribution, or otherwise, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Additional Settling Parties, and each of them, had, has, or may have from the beginning of time through the Execution Date arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the CTS Collapse, Champlain Towers South, or the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, referred to or relating to the Class Action Complaint; *provided, however,* the Additional Settling Parties and their respective insurers do not release the Class Representatives, the Settlement Class Members, the CTSCA, or the Receiver from any of their respective obligations under this August 2022 Settlement Agreement or from any claim, action, lawsuit, right or cause of action, liability, suit, damage, loss, harm, or injury that arises, accrues or occurs after the Effective Date.

5.9.1 As to the CTSCA's insurers released pursuant to Section 5.9, each Additional Settling Party recognizes and agrees that (a) the CTSCA's insurers specifically include, but are not limited to, Fireman's Fund Insurance Company, an Allianz Company; Great American Insurance Company; James River Insurance Company; Philadelphia Indemnity Insurance Company; QBE Insurance Corporation; and Scottsdale Insurance Company; and (b) each of Fireman's Fund Insurance Company, an Allianz Company; Great American Insurance Company; James River Insurance Company; Philadelphia Indemnity Insurance Company; QBE Insurance Corporation; and Scottsdale Insurance Company is a Released Party as defined in Section 2.1.70.

5.10 The Additional Settling Parties' Release of the June 2022 Settling Parties.

5.10.1 Under the June 2022 Settlement Agreement, the PSC and Class Counsel are required to cause any parties resolving claims with either the CTSCA or the Class Members, arising from or relating to the CTS Collapse, to execute a General Release, in the form of Exhibit C to the June 2022 Settlement Agreement, in favor of the parties released under the June 2022 Settlement Agreement. Accordingly, the Released Parties and their insurers shall execute the General Release attached hereto as Exhibit C and deliver those executed releases to Class Counsel no later than five (5) days after the Effective Date.

5.11 Scope of Releases

5.11.1 Each Party acknowledges and expressly waives and relinquishes all rights and benefits, if any, which it, he, or she has or may have under Section 1542 of the Civil Code of the State of California (and similar statutes) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN

BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5.11.2 The Parties acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other state, territory, or other jurisdiction was separately bargained for and that the Parties would not have entered into this August 2022 Settlement Agreement unless it included a broad release of unknown claims relating to the matters released herein.

5.11.3 The Releasors intend to be legally bound by the Releases.

5.11.4 Nothing in the Releases will preclude any action to enforce the terms of this August 2022 Settlement Agreement.

5.11.5 The Parties represent and warrant that no promise or inducement has been offered or made for the Releases contained in this Article except as set forth in this August 2022 Settlement Agreement and that the Releases are executed without reliance on any statements or any representations not contained in this August 2022 Settlement Agreement.

5.11.6 Notwithstanding anything herein to the contrary, it is expressly understood and agreed that this August 2022 Settlement Agreement expressly preserves and does not apply to, release, discharge, alter, or amend or bar any right under Fla. Stat. § 624.1055 that that any insurer identified as a CTSCA Releasee and released pursuant to Section 5.1.1 and referenced in Sections 5.1.3 and 5.9.1 may have.

5.12 Insurance Coverage. Notwithstanding anything herein to the contrary, this August 2022 Settlement Agreement is not intended to and does not release any Governmental Payor or Medicare Part C or Part D Program sponsor from its or their obligation to provide any health insurance coverage, major medical insurance coverage, or disability insurance coverage to a Settlement Class Member, or from any claims, demands, rights, or causes of action of any kind that a Settlement Class Member has or hereafter may have with respect to such individuals or entities.

5.13 Effectiveness. The Releases, Covenants Not to Sue, and other provisions herein shall be effective and binding on the Parties upon the Effective Date and shall not be limited, precluded, or impacted in any way by any dispute that exists, has existed, or may later exist between or among any of the Parties or between and among any Party, on the one hand, and any Released Party, on the other. Nor shall such Releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

5.14 Releases from Non-Settling Parties. In the event the Settlement Class Members and the CTSCA, on the one hand, and any Non-Settling Party, on the other hand, resolve or settle the Litigation, any Related Action, or any other litigation arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the CTS Collapse, as between a Non-Settling Party, on the one hand, and the Settlement Class Members and the CTSCA, on the

other hand, then the PSC and Class Counsel shall cause such Non-Settling Party and its insurers to execute a General Release in substantially the form attached hereto as **Exhibit B**.

ARTICLE 6

PRELIMINARY APPROVAL AND CLASS CERTIFICATION

6.1 Motion for Preliminary Approval of the Settlement. No later than three (3) days after the Execution Date, Class Counsel shall (a) move for preliminary approval of the August 2022 Settlement Agreement and conditional certification of the Settlement Class as to August 2022 Settlement Agreement (the “Motion for Preliminary Approval of the August 2022 Settlement”), and (b) file the August 2022 Settlement Agreement as an exhibit to the Motion for Preliminary Approval of the August 2022 Settlement. Simultaneously, the Class Representatives will move for class certification pursuant to Fla. R. Civ. P. 1.220(b)(3) for purposes of the Settlement.

6.1.1 The Parties agree to take all actions reasonably necessary to obtain the Preliminary Approval Order from the Court.

6.1.2 The Parties agree that any certification of the Settlement Class will be for settlement purposes only. The Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding. Any class certification order entered in connection with this August 2022 Settlement Agreement will not constitute an admission by any Additional Settling Party, or finding or evidence, that the Class Representatives’ claims, or the claims of any other Settlement Class Member, or the claims of the Settlement Class, are appropriate for class treatment if the claims were contested in this or any other federal, state, arbitral, or foreign forum.

6.2 Joint Stipulations. The Motion for Preliminary Approval of the August 2022 Settlement shall provide that (a) the Class is being certified for settlement purposes only pursuant to the Settlement, (b) the Additional Settling Parties reserve the right to object to class certification *de novo* in the event this Settlement is terminated for any reason, and (c) this Settlement shall have no evidentiary or precedential effect with regard to certification of a litigation class that may arise if this matter is not fully and completely resolved through this settlement effort, or otherwise and may not be cited in any class certification proceeding contested by the Additional Settling Parties in either federal or state court.

6.3 Court Approval. This August 2022 Settlement Agreement is subject to approval of the Court. The Parties shall be bound by the terms of this August 2022 Settlement Agreement, and it shall not be rescinded or modified except in accordance with its terms. The Parties shall recommend the entry of the Preliminary Approval Order and the Final Order and Judgment, and shall undertake reasonable best efforts, including all efforts and steps contemplated by and consistent with this August 2022 Settlement Agreement, to effectuate and carry out the terms of this August 2022 Settlement Agreement. No Party shall take any action that directly or indirectly interferes with the effort to obtain entry of the Preliminary Approval Order or Final Order and Judgment, except as specifically provided otherwise in this August 2022 Settlement Agreement.

ARTICLE 7
NOTICE TO SETTLEMENT CLASS MEMBERS

7.1 Type of Notice Required. Upon entry of the Preliminary Approval Order preliminarily certifying the Settlement Class, the Settlement Administrator and/or Class Counsel, as appropriate, will disseminate the Settlement Class Notice approved by the Court as follows:

7.1.1 by email from the Receiver to the last known email address for each WDC Representative;

7.1.2 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;

7.1.3 by posting a copy of the Settlement Class Notice to the Court's docket as part of this August 2022 Settlement Agreement;

7.1.4 publication on the Receiver's website (<https://ctsreceivership.com>);

7.1.5 publication on all websites created by or on behalf of the PSC and relating to the CTS Collapse; and

7.1.6 as the Court may direct.

7.2 Opt Outs

7.2.1 The Settlement Class Notice will provide instructions regarding the procedures that must be followed to Opt Out of the Settlement Class pursuant to Fla. R. Civ. P. 1.220(d)(2). Class Counsel shall provide copies of all requests to Opt Out to the counsel for the Additional Settling Parties within twenty-four (24) hours after receipt of each such request. Valid requests to Opt Out from the Settlement Class will become effective on the Final Approval Date. If a question is raised about the authenticity of a request to Opt Out, the Settlement Administrator, Class Counsel, or any Additional Settling Party will have the right to demand additional proof of the individual's identity and intent. Anyone who has submitted a valid request to Opt Out may not file an objection.

7.2.2 All Settlement Class Members who do not timely and properly Opt Out from the Settlement Class will in all respects be bound by all terms of this August 2022 Settlement Agreement and the Final Order and Judgment upon the Effective Date, will be entitled to all procedural opportunities and protections described in this August 2022 Settlement Agreement and provided by the Court, and to all compensation and benefits for which they qualify under its terms, and will be barred permanently and forever from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against any Released Parties in any court of law or equity, arbitration tribunal, or administrative or other forum.

7.2.3 Settlement Class Members shall have fourteen (14) days following the date of the Settlement Class Notice to Opt Out of the Settlement. The Receiver and/or Class Counsel will certify to the Court the date that Settlement Class Notice is issued.

7.2.4 The Parties agree that, to Opt Out validly from the Settlement Class, a Settlement Class Member must submit a written request, via electronic mail and United States mail, to Opt Out stating “I am a member of the Settlement Class and I wish to exclude myself from the Settlement Class in *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 as to the August 2022 Settlement Agreement” to the Claims Administrators on or before the fourteen (14) day deadline set forth herein. That written request also will contain the Settlement Class Member’s printed name, address, telephone number, and date of birth and enclose a copy of his or her driver’s license or other government issued identification. A written request to Opt Out may not be signed using any form of electronic signature but must contain the dated Personal Signature of the Settlement Class Member seeking to exclude himself, herself, or itself from the Settlement Class. Attorneys for Settlement Class Members may submit a written request to Opt Out on behalf of a Settlement Class Member, but such request must contain the Personal Signature of the Settlement Class Member.

7.2.5 Prior to the Final Approval Date, any Settlement Class Member, including a Representative Claimant or Derivative Claimant, may seek to revoke his, her, its, or their Opt Out from the Settlement Class by submitting a written request to Class Counsel and the Additional Settling Parties stating “I wish to revoke my request to be excluded from the Settlement Class as to the August 2022 Settlement Agreement” and also containing the Settlement Class Member’s printed name, address, telephone number, and date of birth and enclose a copy of his or her driver’s license or other government issued identification. The written request to revoke an Opt Out must contain the Personal Signature of the Settlement Class Member seeking to revoke his, her, or its Opt Out.

7.3 Objections

7.3.1 Provided a Settlement Class Member has not submitted a written request to Opt Out, the Settlement Class Member may present written objections, if any, explaining why he or she believes the Settlement should not be approved by the Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a Settlement Class Member who wishes to object to any aspect of the Settlement must file with the Court, or as the Court otherwise may direct, a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member’s objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court’s attention. That written statement also will contain the Settlement Class Member’s printed name, address, telephone number, and date of birth, written evidence establishing that the objector is a Settlement Class Member, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection. A written objection may not be signed using any form of electronic signature and must contain the dated Personal Signature of the Settlement Class Member making the objection.

7.3.2 A Settlement Class Member may object on his, her, its, or their behalf, or through an attorney hired by that Settlement Class Member, provided the Settlement Class Member has not submitted a written request to Opt Out. Attorneys asserting objections on behalf of Settlement Class Members must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct; (b) file a sworn

declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed in camera) between that attorney and each such Settlement Class Member; and (c) comply with the procedures described in this Section.

7.3.3 A Settlement Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct, a written notice of his or her intention to appear at the Fairness Hearing, in accordance with the requirements set forth in the Preliminary Approval Order.

7.3.4 Any Settlement Class Member who fails to comply with the provisions of this Article waives and forfeits, and shall be deemed to have waived and forfeited, any and all rights that he, she, it, or they may have to object to the Settlement and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. A Settlement Class Member who does not timely submit a notice of intent to appear at the Fairness Hearing in accordance with all of the requirements of this Section shall not be allowed to appear at the Fairness Hearing (whether individually or through separate counsel).

ARTICLE 8

FINAL ORDER AND JUDGMENT

8.1 Final Order and Judgment. Class Counsel shall seek a Final Order and Judgment from the Court, substantially in the form of **Exhibit A**, approval and entry of which shall be a condition of this August 2022 Settlement Agreement, that:

- 8.1.1 approves the Settlement in its entirety as fair, reasonable, and adequate;
- 8.1.2 confirms the certification of the Settlement Class for settlement purposes only;
- 8.1.3 confirms the appointments of the Class Representatives;
- 8.1.4 confirms the appointments of Class Counsel;
- 8.1.5 finds that the Settlement Class Notice satisfied the requirements set forth in Fla. R. Civ. P. 1.220(d)(2) and Florida law;
- 8.1.6 permanently bars, enjoins and restrains the Class Releasors (and each of them) from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against any Released Party;
- 8.1.7 permanently bars, enjoins and restrains the CTSCA Releasors (and each of them) from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all CTSCA Claims against any Released Party;
- 8.1.8 dismisses with prejudice all claims asserted, or that could have been asserted, by the Settlement Class Members against the Additional Settling Parties in the Litigation,

without attorneys' fees or costs to any Party, except that the PSC's and Class Counsel's petition for an award of attorneys' fees and reasonable costs, as set forth in Article 10, will be made at an appropriate time to be determined by the Court; it being understood that any award of attorneys' fees and reasonable costs to the PSC and Class Counsel, or other counsel for a Settlement Class Member, shall be paid exclusively from the Settlement Fund;

8.1.9 dismisses with prejudice all NSP Released Claims asserted, or that could have been asserted, by any Releasor against any Non-Settling Party in the Litigation;

8.1.10 permanently bars and enjoins any Releasor (and each of them) from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all NSP Released Claims against any Non-Settling Party;

8.1.11 dismisses with prejudice and without attorneys' fees or costs to any party, all claims asserted, or that could have been asserted, by the CTSCA against the Additional Settling Parties in the Litigation;

8.1.12 dismisses with prejudice and without attorneys' fees or costs to any party, all Related Actions pending in the Court as against any Released Party;

8.1.13 orders all Releasors with any Related Actions pending in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, to promptly dismiss with prejudice, and without attorneys' fees or costs, all such Related Actions as against any Released Party;

8.1.14 permanently bars, enjoins, and restrains any person or entity from asserting against any Released Party any claim of any kind, including for indemnification, contribution, or subrogation, that arises out of, concerns, is in any way connected with, or in any way relates, directly or indirectly, to the CTS Collapse, the Litigation, any Related Action, or the Settlement;

8.1.15 confirms that the Court retains continuing jurisdiction over the "qualified settlement funds," as defined under §1.468B-1 of the Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986, as amended, created under the August 2022 Settlement Agreement; and

8.1.16 expressly incorporates the terms of this August 2022 Settlement Agreement and provides that the Court retains continuing and exclusive jurisdiction over the Parties, the Settlement Class Members, and this August 2022 Settlement Agreement, to interpret, implement, administer, and enforce the August 2022 Settlement Agreement in accordance with its terms.

8.2 Entry of Bar Order. In conjunction with Class Counsel, the Receiver shall seek entry of the Final Order and Judgment in the Receivership Proceeding as well as in the Litigation, with the Bar Order provisions substantially in the form as set forth in **Exhibit A**, approval and entry of which shall be a condition of this August 2022 Settlement Agreement.

ARTICLE 9
TERMINATION OF THE SETTLEMENT

9.1 Termination Rights of Additional Settling Parties. In addition to any other right to terminate under this August 2022 Settlement Agreement, each Additional Settling Party may, at its sole and exclusive discretion and option, withdraw from the Settlement and terminate and cancel its obligations under this August 2022 Settlement Agreement upon any of the following events, but no other:

9.1.1 the Court declines to enter a Preliminary Approval Order or the Preliminary Approval Order entered by the Court is inconsistent with the Settlement or the terms of the August 2022 Settlement Agreement;

9.1.2 the Fairness Hearing is not held by the Court;

9.1.3 the proposed Final Order and Judgment is not entered by the Court, or is reversed or vacated, in whole or in part, by a higher court, or the Final Order and Judgment entered by the Court is inconsistent with the Settlement or the terms of this August 2022 Settlement Agreement;

9.1.4 the Settlement Class is decertified by the Court or any appellate court;

9.1.5 the PSC or Class Counsel, acting on behalf of the Settlement Class, materially breach the August 2022 Settlement Agreement and such breach frustrates the purposes of this August 2022 Settlement Agreement;

9.1.6 the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this August 2022 Settlement Agreement that any Additional Settling Party reasonably believes is material to such Additional Settling Party, including the Releases or the definition of the Settlement Class;

9.1.7 the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the proposed Preliminary Approval Order or the proposed Final Order and Judgment that any Additional Settling Party reasonably believes is material to such Additional Settling Party;

9.1.8 The terms of Article 8 and this Article 9 are material, and any material change to them shall be a basis to terminate this August 2022 Settlement Agreement;

9.2 Return of Settlement Payments Upon Termination. If this August 2022 Settlement Agreement is terminated by an Additional Settling Party after its Settlement Payment has been paid into the Settlement Fund or the Escrow Account, then the Settlement Administrator shall return such Settlement Payment to the entity(ies) who issued the Settlement Payment no later than thirty (30) days after termination of this August 2022 Settlement Agreement. Any Additional Settling Party that withdraws from the Settlement and terminates and cancels its obligations under this August 2022 Settlement Agreement forfeits any and all rights to which such Additional Settling Party would have been entitled pursuant to this August 2022 Settlement Agreement had such Additional Settling Party not withdrawn from the Settlement and terminated and cancelled

its obligations under this August 2022 Settlement Agreement. The provisions of this Section 9.2 shall survive the termination or cancellation of this August 2022 Settlement Agreement.

9.3 No Termination Rights for the PSC, the CTSCA, the Receiver, the Class Representatives, or any Settlement Class Member. Neither the Receiver, the PSC, the CTSCA, Class Counsel, the Class Representatives, nor any Settlement Class Member shall have any right to terminate or rescind this August 2022 Settlement Agreement under any circumstances, and they each waive any such rights of termination and/or rescission as a remedy for any breach of this August 2022 Settlement Agreement. Only the Additional Settling Parties shall have rights to terminate and/or rescind this August 2022 Settlement Agreement, and only on the grounds expressly provided herein.

9.4 Payment Default by an Additional Settling Party. An Additional Settling Party shall be in material default of this August 2022 Settlement Agreement if it fails to satisfy its respective Settlement Payment obligation set forth in this August 2022 Settlement Agreement and such Additional Settling Party fails to cure such default as to its respective Settlement Payment obligation within fifteen (15) days after receipt of written notice of such default from Class Counsel and the Settlement Administrator. Interest shall accrue at the maximum amount allowed by law on any Settlement Payment not made when due pursuant to this August 2022 Settlement Agreement.

9.5 Post-Termination Obligations

9.5.1 In the event this August 2022 Settlement Agreement is terminated or otherwise becomes null and void, this August 2022 Settlement Agreement will not be offered into evidence or used in this or in any other action in the Court, or in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum for any purpose, including, but not limited to, the existence, certification, or maintenance of any purported class. In addition, in such event, this August 2022 Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this August 2022 Settlement Agreement will be without prejudice to all Parties and their insurers and will not be admissible into evidence and will not be deemed or construed to be an admission or concession by any of the Parties or their insurers of any fact, matter, or proposition of law and will not be used in any manner for any purpose, and all Parties and their insurers will stand in the same position as if this August 2022 Settlement Agreement had not been negotiated, made, or filed with the Court.

9.5.2 In the event this August 2022 Settlement Agreement is terminated or becomes null and void, the Parties will jointly move the Court to vacate the Preliminary Approval Order.

9.5.3 If this August 2022 Settlement Agreement is terminated or becomes null and void after the Settlement Class Notice has been issued, the Parties will provide Court-approved notice of termination to the Settlement Class.

ARTICLE 10

ATTORNEYS' FEES

10.1 Petition for Award of Attorneys' Fees and Costs. The Additional Settling Parties recognize that the PSC and Class Counsel may petition the Court for an award of their respective attorneys' fees and reasonable costs incurred in the Litigation, subject to Court approval as provided in the Court's orders.

10.1.1 No Released Party shall have an obligation or responsibility to pay or reimburse any attorneys' fees, expenses, or costs alleged or incurred by any Settlement Class Member, or by their attorneys, experts, advisors, or representatives. The Released Parties shall have no responsibility or liability with respect to any allocation of attorneys' fees and costs among Class Counsel, the PSC, or any other counsel representing any Settlement Class Member. The Released Parties shall have no obligation to pay fees, costs, and any other expenses incurred by any counsel in any Related Action, whether known or unknown to the Released Parties, as well as any objectors, intervenors, or later-appearing counsel.

10.2 Settlement Not Contingent on Award of Attorneys' Fees and Costs. The finality or effectiveness of the Settlement will not be dependent on the Court's approval of, or the allocation and distribution of, any award of attorneys' fees and costs. Any disputes regarding the amount, allocation, or distribution of an award of attorneys' fees and costs will be handled solely by and between the PSC, Class Counsel, and any party disputing the award of attorneys' fees and costs. In the event the Court declines to approve, in whole or in part, the payment of any attorneys' fees and costs that the PSC, Class Counsel, or any other counsel for a Settlement Class Member requests, the remaining provisions of this August 2022 Settlement Agreement are severable and shall remain in full force and effect. No order of the Court concerning attorneys' fees and costs, or modification or reversal or appeal of any order of the Court concerning attorneys' fees and costs, shall constitute grounds for cancellation or termination of this August 2022 Settlement Agreement by Class Counsel or the PSC.

ARTICLE 11

ENFORCEABILITY OF AUGUST 2022 SETTLEMENT AGREEMENT AND DISMISSAL OF CLAIMS

11.1 It is a condition of this August 2022 Settlement Agreement that the Court approve and enter the Preliminary Approval Order and the Final Order and Judgment substantially in the form of **Exhibit A**.

11.2 The Parties agree that this Settlement is not final and enforceable until the Effective Date.

11.3 From and after the Effective Date, for the consideration provided for herein, the Parties agree that each and every Releasor will be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action against any Released Party with respect to any and all Released Claims.

11.4 From and after the Effective Date, for the consideration provided for herein, this August 2022 Settlement Agreement will be the exclusive remedy for any and all Released Claims

by or on behalf of any and all Releasors against any and all Released Parties, and no Releasor will recover, directly or indirectly, any sums from any Released Parties for Released Claims other than those received for the Released Claims under the terms of this August 2022 Settlement Agreement, if any.

11.5 If any Releasor commences, files, initiates, or institutes any action or proceeding for any Released Claims against any Released Party, or continues to prosecute any pending claims, or challenges the validity of the Releases, in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, such action or other proceeding will be dismissed with prejudice at such Releasor's cost.

ARTICLE 12

COURT TO RETAIN JURISDICTION

12.1 Consent to Jurisdiction of the Court by the PSC, the Receiver, the CTSCA, the Additional Settling Parties, and the Settlement Class. Notwithstanding any other provision of this Settlement, the Court shall retain (a) continuing jurisdiction over the Litigation, any Related Action pending in the Court, the Settlement Class, the Settlement Class Members, the Additional Settling Parties, and the Settlement for the purposes of administering, supervising, construing and enforcing the Settlement; and (b) continuing and exclusive jurisdiction over (i) the Settlement Fund and (ii) the distribution of same to Settlement Class Members. Any disputes or controversies arising out of, or related to, the interpretation, implementation, administration, and enforcement of this August 2022 Settlement Agreement will be made by motion to the Court. In addition, the PSC, the Receiver, the CTSCA, and each Settlement Class Member, hereby submit and consent to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of, or relating to, this August 2022 Settlement Agreement or the Settlement. Each Additional Settling Party consents to the jurisdiction of the Court solely for the purposes of administering, supervising, construing, and enforcing the August 2022 Settlement Agreement and Settlement and for no other purpose.

ARTICLE 13

DENIAL OF WRONGDOING; NO ADMISSION OF LIABILITY

13.1 This August 2022 Settlement Agreement, whether or not the Settlement becomes effective, is for settlement purposes only and is to be construed solely as a reflection of the Parties' desire to facilitate a resolution of the Released Claims and the Related Actions as against the Released Parties. Each Additional Settling Party and the CTSCA expressly deny that they have violated any duty to, breached any obligation to, committed any fraud on, or otherwise engaged in any wrongdoing with respect to, the Class Representatives, the Settlement Class, any Settlement Class Member, or any Opt Out, and expressly deny the allegations asserted in the Litigation (including in the Class Action Complaint) or the Related Actions, and deny any and all liability related thereto. Neither this August 2022 Settlement Agreement nor any actions undertaken by the Additional Settling Parties or the Released Parties in the negotiation, execution, or satisfaction of this August 2022 Settlement Agreement will constitute, or be construed as, an admission of any liability, insurance coverage, or wrongdoing, or a confession of judgment, or a recognition of the validity of any claim made by the Class Representatives, the Settlement Class, any Settlement

Class Member, any Opt Out, the CTSCA, or the Receiver in the Litigation, any Related Action, or any other action or proceeding.

13.2 This Settlement is entered into by each Additional Settling Party solely for the purpose of avoiding the time, expense, and inconvenience of continued litigation. This August 2022 Settlement Agreement and the Settlement provided for herein, and all related papers and proceedings, are not, and shall not be construed to be, an admission by any Released Party of any validity of any of the claims asserted in the Litigation or any Related Action, or of any liability to any Settlement Class Member, the CTSCA, or anyone else, or of any wrongdoing whatsoever. Nor may this August 2022 Settlement Agreement or the Settlement provided for herein, or any of the related papers or proceedings, be offered or received in evidence in any action or proceeding of any kind as an admission on the part of any Released Party of any validity of any of the claims asserted in the Litigation or any Related Action, or of liability to any Settlement Class Member, the CTSCA, or anyone else, or of any wrongdoing by the Released Parties whatsoever.

13.3 Nothing herein shall be construed or interpreted as a concession or admission by any Additional Settling Party or its insurer with respect to any issue in dispute, including, but not limited to, the interpretation of any insurance policy contributing to the Settlement Fund or any other insurance policies, the existence or non-existence of coverage under any insurance policy contributing to the Settlement Fund or any other insurance policies, course of performance or wrongdoing, or with respect to any dispute any of them may have in the future with any person or entity.

13.4 The Parties specifically acknowledge and agree that this Settlement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Section 90.408, Florida Statutes, Federal Rules of Evidence Rule 408, and any equivalent rule of evidence of any state. The Parties also agree that this Settlement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement, and any acts in the performance of this Settlement are not intended to be, nor shall they in fact be, admissible, discoverable, or relevant in any case or other proceeding against any Released Party (a) to establish grounds for certification of any class involving any Settlement Class Member, or (b) as evidence of any obligation that any Party hereto has or may have to anyone.

13.4.1 Notwithstanding anything to the contrary herein, the provisions of this August 2022 Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement, may be offered or received in evidence solely (a) to enforce the terms and provisions hereof or thereof, (b) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (c) in order to establish payment, or an affirmative defense of exhaustion of insurance coverage or *res judicata* in the Litigation, a Related Action, or a subsequent case, (d) in connection with any motion to enjoin or stay any Related Action, or (e) to obtain Court approval of the Settlement.

ARTICLE 14
COOPERATION; ROLE OF CLASS COUNSEL

14.1 Cooperation. The Parties will cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this August 2022 Settlement Agreement and to implement the Settlement on the terms and conditions provided herein.

14.1.1 The Parties agree to take all actions necessary to obtain final approval of the Settlement and entry of the Final Order and Judgment.

14.1.2 The Parties agree to support the final approval and implementation of this August 2022 Settlement Agreement and defend it against objections, appeal, collateral attack or any efforts to hinder or delay its approval and implementation. The Parties shall not, directly or indirectly, encourage any person to object to the Settlement or assist them in doing so.

14.2 Role of Class Counsel. Class Counsel acknowledge that, under applicable law, their respective duty is to the entire Settlement Class, to act in the best interest of the Settlement Class as a whole, with respect to promoting, supporting, and effectuating, as fair, adequate, and reasonable, the approval, implementation, and administration of the settlement embodied in the August 2022 Settlement Agreement, and that their professional responsibilities as attorneys are to be viewed in this light, under the ongoing supervision and jurisdiction of the Court that appoints them to represent the interests of the Settlement Class.

ARTICLE 15
REPRESENTATIONS AND WARRANTIES

15.1 Authority. Class Counsel represent and warrant as of the Effective Date that they have authority to enter into this August 2022 Settlement Agreement on behalf of the Class Representatives.

15.2 Class Representatives. Each Class Representative, through a duly authorized representative, represents and warrants to the Additional Settling Parties, on behalf of each Settlement Class Member, that such Class Representative: (a) has agreed to serve as a representative of the Settlement Class proposed to be certified herein; (b) is willing, able, and ready to perform all of the duties and obligations as a representative of the Settlement Class; (c) is familiar with the pleadings in the Litigation, or has had the contents of such pleadings described to him, her, or them; (d) is familiar with the terms of this August 2022 Settlement Agreement, including the exhibits attached to this August 2022 Settlement Agreement, or has received a description of the August 2022 Settlement Agreement, including the exhibits attached to this August 2022 Settlement Agreement, from Class Counsel, and has agreed to its terms; (e) has consulted with, and received legal advice from, Class Counsel about the Litigation, this August 2022 Settlement Agreement (including the advisability of entering into this August 2022 Settlement Agreement and its Releases and the legal effects of this August 2022 Settlement Agreement and its Releases), and the obligations of a representative of the Settlement Class; (f) has authorized Class Counsel to execute this August 2022 Settlement Agreement on his, her, or their behalf; and (g) will remain in and not request exclusion from the Settlement Class and will serve as a representative of the Settlement Class until the terms of this August 2022 Settlement

Agreement are effectuated, this August 2022 Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that such Class Representative cannot represent the Settlement Class.

15.3 The Additional Settling Parties. Each Additional Settling Party represents and warrants as of the Effective Date that: (a) such Additional Settling Party has all requisite corporate power and authority to execute, deliver, and perform this August 2022 Settlement Agreement; (b) the execution, delivery, and performance of this August 2022 Settlement Agreement by such Additional Settling Party has been duly authorized by all necessary corporate action; (c) this August 2022 Settlement Agreement has been duly and validly executed and delivered by such Additional Settling Party; (d) this August 2022 Settlement Agreement constitutes a legal, valid, and binding obligation of such Additional Settling Party; and (e) such Additional Settling Party has consulted with its insurer(s) on which it is relying to make the Settlement Payment(s) on its behalf required by this August 2022 Settlement Agreement and represents that such insurer(s) have advised such Additional Settling Party that they will make the Settlement Payment(s) required by this August 2022 Settlement Agreement.

15.4 The PSC and Class Counsel. Class Counsel and each member of the PSC represent and warrant to the Additional Settling Parties as follows:

15.4.1 the Settlement is a fair, equitable and just process for determining eligibility for, and amount of, compensation for any given Settlement Class Member who has asserted a claim arising from, or related to, the CTS Collapse; and

15.4.2 he or she has carefully reviewed the provisions of this August 2022 Settlement Agreement, has consulted with whomever he or she deemed necessary, and has exercised independent judgment in concluding that the Settlement is in the best interests of his or her clients, and shall recommend the Settlement to his or her clients. If any Settlement Class Member represented by a PSC member for any reason opts out of the Settlement Class, the PSC member who represents that Settlement Class Member shall present to the Court the issue of whether there is a conflict of interest which requires the PSC member to take (or have taken, as the case may be) all necessary steps to disengage and withdraw from the representation of such Settlement Class Member.

15.5 The CTSCA. The CTSCA, on behalf of itself and the members of the CTSCA, jointly and severally, represent and warrant to the Additional Settling Parties as follows:

15.5.1 the CTSCA is a Florida not-for-profit corporation, duly incorporated, validly existing and in good standing under the laws of the State of Florida;

15.5.2 the CTSCA executes and delivers this August 2022 Settlement Agreement, in all cases on behalf of itself and on behalf of each and every member of the CTSCA, in accordance with its power and authority pursuant to the CTS Declaration and Florida law, including Section 718.111, Florida Statutes;

15.5.3 the CTSCA has the full power and authority to enter into this August 2022 Settlement Agreement and to carry out the transactions contemplated hereby, and all

proceedings required to be taken by the CTSCA to authorize the execution of this August 2022 Settlement Agreement have been properly taken;

15.5.4 the person executing this August 2022 Settlement Agreement on behalf of the CTSCA has the right, power, and authority to do so;

15.5.5 this August 2022 Settlement Agreement constitutes a valid and binding obligation of the CTSCA;

15.5.6 the CTSCA has not sold, assigned, transferred, conveyed or otherwise disposed of any CTSCA Claims or any other claims (including the Assigned Property Damage Claims), disputes, actions, or matters covered by this August 2022 Settlement Agreement and will not do so, or attempt to do so, in the future;

15.5.7 the CTSCA has read all of the provisions of this August 2022 Settlement Agreement in full and understands them and voluntarily agrees to be bound thereby;

15.5.8 the consideration received by the CTSCA for its execution and delivery of this August 2022 Settlement Agreement is fair, reasonable, sufficient, just and adequate and constitutes lawful consideration supporting the execution and delivery of this August 2022 Settlement Agreement;

15.5.9 the CTSCA is executing and delivering this August 2022 Settlement Agreement based solely and exclusively upon an analysis of the facts and/or information of which the CTSCA is independently aware and not based upon or in reliance upon any statements and/or representations of the other Parties or the Released Parties (except to the extent such statements and/or representations are fully and expressly set forth herein);

15.5.10 the CTSCA further understands and agrees that if the facts pursuant to which this August 2022 Settlement Agreement is made hereafter prove to be other than or different from the facts now understood and/or believed by the CTSCA to be true, then the CTSCA expressly agrees that it is the CTSCA's express and specific intent to assume and accept this risk and the CTSCA agrees that all of the terms of this August 2022 Settlement Agreement shall be in all respects effective and shall not be subject to reformation, termination or rescission on account of any such difference in facts; and

15.5.11 this August 2022 Settlement Agreement is a matter of common interest as provided in Section 718.111, Florida Statutes.

ARTICLE 16

NO IMPAIRMENT OF THE RECEIVER'S, THE CTSCA'S, CLASS COUNSEL'S, THE CLASS REPRESENTATIVES', OR THE SETTLEMENT CLASS' RIGHTS AND OBLIGATIONS UNDER THE JUNE 2022 SETTLEMENT AGREEMENT

16.1 The Additional Settling Parties recognize and agree that the Receiver, the CTSCA, Class Counsel, the Class Representatives, and the Settlement Class entered into and/or are bound by the June 2022 Settlement Agreement. The Additional Settling Parties expressly agree that, in the event that there is any conflict or inconsistency between any provisions of this August 2022

Settlement Agreement and the June 2022 Settlement Agreement, the provisions of the June 2022 Settlement Agreement and this August 2022 Settlement shall be interpreted together to provide the maximum possible rights to the Receiver, the CTSCA, Class Counsel, the Class Representatives, and the Settlement Class as to the Additional Settling Parties and that the Additional Settling Parties' rights and obligations will be construed against the Additional Settling Parties to the maximum extent provided under either this August 2022 Settlement Agreement or the June 2022 Settlement Agreement.

ARTICLE 17

NOTICES

17.1 Unless otherwise specified, any and all notices or other communications required or permitted to be given under any of the provisions of this August 2022 Settlement Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, when personally delivered or delivered by nationally recognized overnight courier (*e.g.*, FedEx) addressed to the Parties at the addresses set forth below (or at such other address as any Party may specify by notice to the other Parties), or (b) when sent, if delivered by email to the email addresses designated below (provided that no "error message" or other notification of non-delivery is generated):

If to the Settlement Class or
the PSC:

Kozyak Tropin & Throckmorton LLP
Attention: Harley S. Tropin
2525 Ponce de Leon Blvd.
9th Floor
Coral Gables, FL 33134
hst@kttlaw.com

and

Grossman Roth Yaffa Cohen, P.A.
Attention: Rachel W. Furst
2525 Ponce de Leon Blvd.
Suite 1150
Coral Gables, FL 33134
rwf@grossmanroth.com

If to the CTSCA or the
Receiver:

Akerman LLP
Attention: Michael Goldberg
Attention: Christopher Carver
201 East Las Olas Boulevard
Suite 1800
Fort Lauderdale, FL 33301
Michael.goldberg@akerman.com
christopher.carver@akerman.com

If to the Central Alarm: Russell Jones
13973 SW 140 Street
Miami, FL 33186
russell@alarmandelectronics.com

If to Infinite Aqua: Ramsey D. Gyer
816 SW 13th Avenue
Cape Coral, FL 33991
trey@infiniteaq.com

If to Premier Fire: Daniels Rodriguez Berkeley Daniels & Cruz,
P.A.
Attention: Neil P Robertson
4000 Ponce de Leon Blvd., Suite 800
Coral Gables, FL 33146
nrobertson@drbdc-law.com

and

Diana Sun, Esq.
Hicks, Porter, Ebenfeld & Stein, P.A.
799 Brickell Plaza – Suite 900
Miami, FL 33131
Tel: (305) 374-8171
dsun@mhickslaw.com

ARTICLE 18

MISCELLANEOUS

18.1 No Assignment of Claims. No Settlement Class Member has assigned, will assign, or will attempt to assign, to any person or entity other than the Additional Settling Parties any Class Claim or any rights or claims relating to the subject matter of the Litigation or any Related Action, except for the Assigned Property Damage Claims. Any such assignment, or attempted assignment, to any person or entity other than the Additional Settling Parties any rights or claims relating to the subject matter of the Litigation or any Related Action will be void, invalid, and of no force and effect and the Claims Administrators shall not recognize any such action.

18.2 Integration. This August 2022 Settlement Agreement constitutes the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, letters, conversations, agreements, term sheets, and understandings, whether written or oral, relating to the subject matter of this August 2022 Settlement Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, agreement, arrangement, or understanding, whether written or oral, concerning any part or all of the subject matter of this August 2022 Settlement Agreement has been made or relied on except as expressly set forth in this August 2022 Settlement Agreement. Prior drafts shall not be used to construe this August 2022 Settlement Agreement.

18.3 Headings. The headings used in this August 2022 Settlement Agreement are intended for the convenience of the reader only and will not affect the meaning or interpretation of this August 2022 Settlement Agreement in any manner. Any inconsistency between the headings used in this August 2022 Settlement Agreement and the text of the Articles and Sections of this August 2022 Settlement Agreement will be resolved in favor of the text.

18.4 Incorporation of Exhibits. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, any inconsistency between this August 2022 Settlement Agreement and any attachments, exhibits, or appendices hereto will be resolved in favor of this August 2022 Settlement Agreement.

18.5 Amendment. This August 2022 Settlement Agreement will not be subject to any change, modification, amendment, or addition without the express written consent of the Parties and approval by the Court.

18.6 Mutual Preparation. The Parties have negotiated all of the terms and conditions of this August 2022 Settlement Agreement at arm's length. No Party or its counsel shall be considered the sole drafter of this August 2022 Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this August 2022 Settlement Agreement. This August 2022 Settlement Agreement will be deemed to have been mutually prepared by the Parties and will not be construed against any of them by reason of authorship.

18.7 Beneficiaries. This August 2022 Settlement Agreement will be binding upon the Parties and will inure to the benefit of the Settlement Class Members, the Released Parties, and their respective successors and assigns. The Non-Settling Parties and all Released Parties who are not Additional Settling Parties are intended third-party beneficiaries who are entitled to enforce the terms of the Releases, waivers, estoppels, and Covenants Not to Sue set forth in this August 2022 Settlement Agreement. No provision in this August 2022 Settlement Agreement is intended to create any third-party beneficiary to this August 2022 Settlement Agreement other than the Non-Settling Parties and Released Parties who are not Additional Settling Parties. Nothing expressed or implied in this August 2022 Settlement Agreement is intended to or will be construed to confer upon or give any person or entity other than the Parties, the Released Parties (who are not Parties), and the Non-Settling Parties any right or remedy under or by reason of this August 2022 Settlement Agreement.

18.8 Extensions of Time. 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 August 2022 Settlement Agreement.

18.9 Execution in Counterparts. This August 2022 Settlement Agreement may be executed in counterparts, and/or by the execution of counterpart signature pages which may be attached to one or more counterparts of this August 2022 Settlement Agreement, and all so executed shall constitute one August 2022 Settlement Agreement binding on the Parties hereto, notwithstanding that all of the Parties are not signatories to the original or the same counterpart. In addition, any counterpart signature page may be delivered by electronic mail, and any such electronic mail transmitted signature pages may be attached to one or more counterparts of this

August 2022 Settlement Agreement, and such e-mailed signature(s) shall have the same force and effect, and be as binding, as original signatures executed and delivered in person.

18.10 Good Faith Implementation. The Parties will undertake to implement the terms of this August 2022 Settlement Agreement in good faith.

18.11 Force Majeure. The Parties will be excused from any failure to timely perform any obligation hereunder to the extent such failure is caused by war, acts of public enemies or terrorists, strikes or other labor disturbances, fires, floods, acts of God, or any other causes beyond the reasonable control of the Parties; *provided, however*, that the deferred obligation shall be performed by a date agreed upon by the Parties after a good-faith meet-and-confer or, failing agreement of the Parties, by a date determined by the Court.

18.12 Waiver. The waiver by any Party of any breach of this August 2022 Settlement Agreement by another Party will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this August 2022 Settlement Agreement.

18.13 Tax Consequences. No opinion regarding the tax consequences of this August 2022 Settlement Agreement to any individual Settlement Class Member is being given or will be given by the Additional Settling Parties, counsel for the Additional Settling Parties, any Class Representative, Class Counsel, the PSC, the CTSCA, or the Receiver, nor is any representation or warranty in this regard made by virtue of this August 2022 Settlement Agreement. Settlement Class Members and the CTSCA must consult their own tax advisors regarding the tax consequences of the August 2022 Settlement Agreement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto. The CTSCA's and each Settlement Class Member's tax obligations, and the determination thereof, are his, her, its, or their, sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances of the CTSCA and each individual Settlement Class Member. The Additional Settling Parties, counsel for the Additional Settling Parties, any Class Representative, Class Counsel, the PSC, the CTSCA, and the Receiver will have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this August 2022 Settlement Agreement. To the extent required by law, the Claims Administrators shall report payments made under the August 2022 Settlement Agreement to the appropriate authorities.

18.14 Party Burden. Unless explicitly provided otherwise, whenever a showing is required to be made in this August 2022 Settlement Agreement, the Party seeking the relief shall bear the burden of substantiation.

18.15 Survival. The provisions of this August 2022 Settlement Agreement shall survive termination of this August 2022 Settlement Agreement to the extent necessary to effectuate the terms contained herein.

18.16 No Joint Liability. Each Additional Settling Party's obligations in this August 2022 Settlement Agreement are several and not joint with any obligation of any other Additional Settling Party set forth in this August 2022 Settlement Agreement. Each Party shall be severally liable for any breach of this August 2022 Settlement Agreement by such Party and in no event shall any Party be liable for breaches of this August 2022 Settlement Agreement by any other Party hereto.

18.17 Governing Law. This August 2022 Settlement Agreement and the Releases herein shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to conflict of laws principles.

18.18 Waiver of Jury Trial. **THE PARTIES HERETO SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY CLAIM OR DISPUTE ARISING OUT OF THIS AUGUST 2022 SETTLEMENT AGREEMENT OR THE SETTLEMENT. FURTHER, THE PARTIES SPECIFICALLY AGREE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO ENTRY INTO THIS AUGUST 2022 SETTLEMENT AGREEMENT.**

18.19 Prevailing Party. The prevailing party in any lawsuit, action, proceeding, or dispute arising out of, relating to, or connected with, the Settlement or this August 2022 Settlement Agreement, including any lawsuit, action, proceeding, or dispute to enforce the terms of the Settlement or this August 2022 Settlement Agreement, shall be entitled to recover its reasonable attorneys' fees and costs incurred in such lawsuit, action, proceeding, or dispute.

18.20 Severability. Except as otherwise provided in this August 2022 Settlement Agreement, if any term or provision of this August 2022 Settlement Agreement, the Final Order and Judgment, or the Receivership Bar Order is invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this August 2022 Settlement Agreement, the Final Order and Judgment, or the Receivership Bar Order, or invalidate or render unenforceable such term or provision of the Settlement; *provided, however*, that if any fundamental or material term, provision, or condition of this August 2022 Settlement Agreement (such as the Releases, the Receivership Bar Order, and the bar order and permanent injunction contemplated by this August 2022 Settlement Agreement) is declared invalid, illegal, or unenforceable, then the remainder of this August 2022 Settlement Agreement and the Settlement contemplated herein shall be unenforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this August 2022 Settlement Agreement to effectuate and achieve the original intent of the Parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this August 2022 Settlement Agreement by their duly authorized representatives on the dates stated below.

THE CTSCA:

Champlain Towers South Condominium Association, Inc., a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____
Date: _____

THE RECEIVER:

By: _____
Name: Michael I. Goldberg
Court-appointed Receiver in *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 (11th Jud. Cir., Miami-Dade County, Fla.), for Champlain Towers South Condominium Association, Inc.
Date: _____

CENTRAL ALARM:

Central Alarm Control, Inc., a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

INFINITE AQUA:

Infinite Aqua, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

PREMIER FIRE:

Premier Fire Alarms and Integration System, Installation Division, Inc., a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

CLASS COUNSEL AND PSC:

**KOZYAK TROPIN &
THROCKMORTON LLP**

By: _____
Name: _____
Title: _____
Date: _____

GROSSMAN ROTH YAFFA COHEN, P.A

By: _____
Name: _____
Title: _____
Date: _____

PODHURST ORSECK, P.A.

By: _____
Name: _____
Title: _____
Date: _____

THE MOSKOWITZ LAW FIRM, PLLC

By: _____
Name: _____
Title: _____
Date: _____

COLSON HICKS EIDSON, P.A.

By: _____
Name: _____
Title: _____
Date: _____

**SEARCY DENNEY SCAROLA
BARNHART & SHIPLEY, P.A.**

By: _____
Name: _____
Title: _____
Date: _____

SALTZ MONGELUZZI & BENDESKY

By: _____
Name: _____
Title: _____
Date: _____

PITA WEBER & DEL PRADO

By: _____
Name: _____
Title: _____
Date: _____

GONZALO R. DORTA, P.A.

By: _____
Name: _____
Title: _____
Date: _____

**GARY WILLIAMS PARENTI
WATSON & GARY, PLLC**

By: _____
Name: _____
Title: _____
Date: _____

LIPPSMITH LLP

By: _____
Name: _____
Title: _____
Date: _____

HEISE SUAREZ MELVILLE, P.A.

By: _____
Name: _____
Title: _____
Date: _____

GOLDBERG & ROSEN, P.A.

By: _____
Name: _____
Title: _____
Date: _____

SILVA & SILVA, P.A.

By: _____
Name: _____
Title: _____
Date: _____

MSP RECOVERY LAW FIRM

By: _____
Name: _____
Title: _____
Date: _____

THE BRAD SOHN LAW FIRM

By: _____
Name: _____
Title: _____
Date: _____

MERLIN LAW GROUP

By: _____
Name: _____
Title: _____
Date: _____

THE CLASS REPRESENTATIVES:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
FORM OF FINAL ORDER AND JUDGMENT

[attached]

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

[PROPOSED] FINAL ORDER AND JUDGMENT

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 August 2022 Settlement Agreement

On [DATE], 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 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”), by and through the PSC, with the following Defendant and non-Defendant settling parties: the Champlain Towers South Condominium Association, Inc., a Florida not-for-profit corporation (the “CTSCA”), Central Alarm Control, Inc., a Florida corporation (“Central Alarm”), Infinite Aqua, LLC, a Florida limited liability company (“Infinite Aqua”), and Premier Fire Alarms and Integration System, Installation Division, Inc., a Florida corporation (“Premier Fire”) (Central Alarm, Infinite Aqua, and Premier Fire are each an “Additional Settling Party” and, collectively, the “Additional Settling Parties”).

On [DATE], the Court entered a Preliminary Approval Order that, among other things, (a) preliminarily approved the August 2022 Settlement Agreement and the settlement contemplated therein (the “Settlement”), and (b) conditionally certified, for the purposes of the August 2022 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 August 2022 Settlement Agreement be disseminated to the Settlement Class Members, and (d) scheduled a Fairness Hearing for final approval of the August 2022 Settlement Agreement.

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 Additional Settling Parties worked together with Class Counsel to fashion a Settlement Class Notice that was tailored to the specific claims brought by and/or available to 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 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 August 2022 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;

☐ Settlement Class Members have chosen to be excluded from the Settlement Class by timely filing written requests for exclusion ("Opt Outs"). The Opt Outs are listed at the end of this Order in Exhibit ☐.

☐ Settlement Class Members submitted objections to the August 2022 Settlement Agreement under the process set by the Preliminary Approval Order.

On **[DATE]**, at **[TIME]**, the Court held a hearing to consider whether the August 2022 Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class (the "Fairness Hearing"). At the Fairness Hearing, **[NAMES]** appeared on behalf of the Class Representatives and Settlement Class Members. Counsel for each Additional Settling Party also appeared at the Fairness Hearing.

[REFERENCE OBJECTIONS, IF ANY]

The Court heard arguments of Class Counsel, the Receiver, counsel for the Additional 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, 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 August 2022 Settlement Agreement, including its enforcement, interpretation, and all other matters relating to it. This Court also retains continuing jurisdiction over the Settlement Fund as established pursuant to the June 2022 Settlement Agreement and to be supplemented by settlement payments resulting from the August 2022 Settlement Agreement.

2. Incorporation of Settlement Documents. This Order and Judgment incorporates and makes a part hereof: (a) the August 2022 Settlement Agreement and exhibits filed with the Court on [DATE], including definitions of the terms used therein; and (b) the Settlement Class Notice filed with the Court on [DATE]. 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 August 2022 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 August 2022 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 August 2022 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 August 2022 Settlement Agreement (including the Releases provided for therein), (b) of their right to Opt Out or object to any aspect of the August 2022 Settlement Agreement, and (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 August 2022 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. 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 throughout the Litigation, 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. Martinez-Cid of Podhurst Orseck, P.A., Adam M. Moskowitz of The Moskowitz Law Firm, PLLC, and Curtis B. Miner of Colson Hicks Eidson, 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 August 2022 Settlement Agreement in its entirety (including, without limitation, the payment obligations set forth in Article 4 of the August 2022 Settlement Agreement and the Releases in the August 2022 Settlement Agreement) and finds that the August 2022 Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the August 2022 Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Class Representatives and all Settlement Class Members. The Additional Settling Parties are ordered to implement, perform, and consummate each obligation set forth in the August 2022 Settlement Agreement in accordance with its terms and provisions. **[ADDRESS OBJECTIONS, IF ANY.]**

8. Settlement Payments. The Court hereby directs the Receiver, as escrow agent, to disburse the Settlement Payments into the Settlement Fund not prior to the Effective Date, and no later than thirty (30) days after the Effective Date or the date of creation of the Settlement Fund, whichever date is earlier.

9. Dismissal of the Litigation. All claims that were or could have been brought against the CTSCA or the Additional Settling Parties in the Litigation are dismissed with prejudice,

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 made at an appropriate time to be determined by the Court.

10. Covenants Not to Sue.

a Consistent with the August 2022 Settlement Agreement, the Class Representatives, each Settlement Class Member, and the Settlement Class, on behalf of the Class Releasers, 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 August 2022 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 Releasers are ordered to withdraw and seek dismissal with prejudice of such proceeding forthwith.

b Consistent with the August 2022 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 August 2022 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.

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

a. Except as otherwise provided in Section 7.8 of the June 2022 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, or the August 2022 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 *provided however*, consistent with Section 5.1.2 of the August 2022 Settlement Agreement, that direct claims held by a Resident and/or Invitee of a Unit against his/her respective landlord, host, and/or Unit Owner or such Unit Owner’s direct insurer (solely, and not as an insurer of a Unit Owner in any capacity under a CTSCA insurance policy) 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. 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 insurer claims under Fla. Stat. § 624.1055 or 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 Complete Bar Order, the terms of Section 7.8 of the June 2022 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 August 2022 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 August 2022 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.

12. No Admission. This Final Order and Judgment, the August 2022 Settlement Agreement, and the documents relating thereto, and any actions taken by the Additional Settling Parties or the Released Parties in the negotiation, execution, or satisfaction of the August 2022 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. Without limiting the foregoing, neither the August 2022 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 CTSCA or the Additional Settling Parties and their respective insurers, as to which the CTSCA and the Additional Settling Parties reserve all rights.

13. Modification of the August 2022 Settlement Agreement. Without further approval from the Court, and without the express written consent of Class Counsel and the counsel for all other Additional Settling Parties, the August 2022 Settlement Agreement will not be subject to any change, modification, amendment, or addition.

14. Binding Effect. The terms of the August 2022 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).

15. Termination. If the August 2022 Settlement Agreement is terminated as provided therein, then this Final Order and Judgment (and any orders of the Court relating to the August 2022 Settlement Agreement) shall be null and void and be of no further force or effect, except as otherwise provided by the August 2022 Settlement Agreement, and each Settlement Payment into the Settlement Fund arising from this August 2022 Settlement Agreement will revert to, and shall be paid to, the entity who issued the Settlement Payment within ten (10) days.

16. 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 enter final judgment as set forth herein as to the CTSCA and Additional Settling Parties.

SO ORDERED this _____ day of _____, 2022.

MICHAEL A. HANZMAN
Circuit Court Judge

EXHIBIT B
FORM OF GENERAL RELEASE

[attached]

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

RELEASE

This Release (this “**Release**”) is executed as of the Effective Date (as defined herein) by
____ (“**Releasor**”).

RECITALS

A. On June 24, 2021, the twelve-story Champlain Towers South Condominium located at 8777 Collins Avenue, Surfside, Florida 33154 (“**Champlain Towers South**”), partially collapsed and caused the death of ninety-eight individuals.

B. Various plaintiffs filed lawsuits against the Released Parties (as defined herein) and others, which were consolidated into a class action lawsuit styled *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 (the “**Litigation**”), pending before the Honorable Michael A. Hanzman in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “**Court**”).

C. The parties in the Litigation and others resolved the Litigation and entered into that certain In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (the “**June 2022 Settlement Agreement**”) and that certain In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (the “**August 2022 Settlement Agreement**”) (both together, the “**Settlement Agreements**”), which were finally approved by the Court.

D. The Settlement Agreements require the plaintiffs in the Litigation to cause Releasor to execute this Release and deliver this Release to counsel for the Released Parties.

NOW, THEREFORE, for the consideration expressed herein, the receipt and sufficiency of which Releasor acknowledges, Releasor agrees as follows:

DEFINITIONS

1. **Definitions.** The following terms (designated by initial capitalization throughout this Release) will have the meanings set forth in this Section, which are applicable to both the singular and plural thereof. Unless the context requires otherwise, (a) words expressed in the masculine will include the feminine and neuter gender and vice versa; (b) the word “will” shall be

construed to have the same meaning and effect as the word “shall”; (c) the word “or” will not be exclusive; (d) the word “extent” in the phrase “to the extent” will mean the degree to which a subject or other thing extends, and such phrase will not simply mean “if”; and (e) the terms “include,” “includes,” and “including” will be deemed to be followed by “without limitation,” whether or not they are in fact followed by such words or words of similar import.

1.1. **“8701 Collins”** means 8701 Collins Development, LLC, a Delaware limited liability company.

1.2. **“8701 Releasees”** means 8701 Collins, Terra Construction Management, LLC, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, investors, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.3. **“8701 Unit Owner”** means and refers to a “Unit Owner,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.4. **“87 Park”** means and refers to the “Condominium,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.5. **“87 Park Association Releasees”** means 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, the 8701 Unit Owners, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.6. **“87 Park Site”** means the “Land,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.7. **“Affiliate”** means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting shares, by contract, or otherwise.

1.8. **“ASAP Installations Releasees”** means ASAP Installations LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.9. **“August 2022 Settlement Agreement”** has the meaning ascribed to it in the recitals to this Release and includes all accompanying exhibits and schedules thereto, including any subsequent amendments and any exhibits to such amendments.

1.10. **“Batista Releasees”** means R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Gregorio Batista, P.E., and each of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.11. **“Becker Releasees”** means Becker & Poliakoff, P.A., a Florida professional corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities.

1.12. **“B&PD Releasees”** means Bizzi & Partners Development LLC, a Delaware limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-

, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.13. **“Beach Access Improvements”** means and refers to the “87th Terrace Easement Improvements,” as such quoted term is used and defined in the Development Agreement between the City of Miami Beach and 8701 Collins Development, LLC dated November 24, 2014, and recorded in Official Records Book 29415, at Pages 4360-4411, of the Public Records of Miami-Dade County, Florida, together with the “87th Terrace Improvements,” as such quoted term is used and defined in the Grant of Perpetual Easement (87th Terrace) by 8701 Collins Development, LLC in favor of the City of Miami Beach dated November 24, 2014, and recorded in Official Records Book 29913, at Page 3123, of the Public Records of Miami-Dade County, Florida.

1.14. **“CCIP”** means the Contractor Controlled Insurance Program that provides commercial general liability insurance and excess liability insurance for the construction of 87 Park performed on the 87 Park Site.

1.15. **“CDPW Releasees”** means CDPW, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.16. **“Central Alarm Releasees”** means Central Alarm Control, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.17. **“Champlain Towers South”** has the meaning ascribed to it in the recitals to this Release.

1.18. **“Chuck’s Backhoe Releasees”** means Chuck’s Backhoe Service, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers,

reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.19. **“Class Action Complaint”** means the Consolidated Third Amended Class Action Complaint filed in the Litigation on March 10, 2022, and any subsequent amendments thereto.

1.20. **“Court”** has the meaning ascribed to it in the recitals to this Release.

1.21. **“CP&R Releasees”** means Concrete Protection and Restoration, Inc., a Maryland corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.22. **“CRM Releasees”** means Campany Roof Maintenance, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.23. **“CTSCA Releasees”** means the Champlain Towers South Condominium Association, Inc., a Florida not-for-profit corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.24. **“CTS Collapse”** means the partial collapse of Champlain Towers South and subsequent demolition of the remainder of Champlain Towers South.

1.25. **“CTS Vendor”** means Securitas Security Services USA, Inc., a Delaware corporation, Morabito Consultants, Inc., a Maryland corporation, Becker & Poliakoff, P.A., a Florida professional corporation, Concrete Protection and Restoration, Inc., a Maryland

corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, Campany Roof Maintenance, LLC, a Florida limited liability company, R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Willcott Engineering, Inc., a Florida corporation, Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, Sammet Pools, Inc., a Florida corporation, and Scott R. Vaughn, PE, LLC, a Florida limited liability company, Central Alarm Control, Inc., a Florida corporation, Infinite Aqua, LLC, a Florida limited liability company, and Premier Fire Alarms and Integration System, Installation Division, Inc., a Florida corporation.

1.26. “**CTS Vendor Services**” means work or services performed, or allegedly failed to have been performed, by any CTS Vendor prior to the CTS Collapse for or on behalf of the Champlain Towers South Condominium Association, Inc., or any Unit Owner, or otherwise for the benefit of Champlain Towers South.

1.27. “**Design Professionals**” means any architect, engineer, or consultant that furnished design services, engineering services, professional services, or consulting services in connection with the design, development, or construction, of 87 Park. The term “Design Professional” includes Kobi Karp Architecture & Interior Design, Inc., Steven Feller, P.E., SLS Consulting, Inc., VSN Engineering, Inc., West 8 Urban Design & Landscape Architecture, P.C., Aquadynamics Design Group, Inc., Lux Populi SA de CV, and Renzo Piano Building Workshop, Inc.

1.28. “**DeSimone Releasees**” means DeSimone Consulting Engineering, DPC, a New York design professional corporation, DeSimone Consulting Engineers, LLC, a Delaware limited liability company, DeSimone Consulting Engineering Group, LLC, DeSimone Consulting Engineers, and all of their respective past, present, and future administrators, Affiliates, fictitious names (including any “doing business as”, “formerly known as”, or “now known as” names), heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.29. “**Effective Date**” means the date that this release is signed by Releasor, as indicated by the date below Releasor’s signature.

1.30. “**Florida Civil Releasees**” means Florida Civil, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers,

retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.31. “**Geosonics Releasees**” means Geosonics, Inc., a Pennsylvania corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.32. “**HVA Releasees**” means H. Vidal & Associates, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.33. “**Infinite Aqua Releasees**” means Infinite Aqua, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.34. “**JMAF**” means John Moriarty & Associates of Florida, Inc., a Massachusetts corporation.

1.35. “**JMAF Releasees**” means JMAF and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities related by whole or partial common ownership, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.36. “**June 2022 Settlement Agreement**” has the meaning ascribed to it in the recitals to this Release and includes all accompanying exhibits and schedules thereto, including any subsequent amendments and any exhibits to such amendments

1.37. “**Litigation**” has the meaning ascribed to it in the recitals to this Release.

1.38. “**Morabito Releasees**” means Morabito Consultants, Inc., a Maryland corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.39. “**NV5 Releasees**” means NV5, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.40. “**OSA Releasees**” means O & S Associates, Inc., a New York corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.41. “**Premier Fire Releasees**” means Premier Fire Alarms and Integration System, Installation Division, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.42. **“Related Action”** means any past, present, or future action or claim brought against any Released Party in the Court (other than the Litigation and the Universal Action) or any other state court, federal court, foreign court, international tribunal, regulatory agency, or other tribunal or forum arising out of, or related to, or based upon, the CTS Collapse, or the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the Class Action Complaint or otherwise in the Litigation.

1.43. **“Released Claim”** has the meaning ascribed to it in this Release.

1.44. **“Released Party(ies)”** means the Town of Surfside, Florida, the Securitas Releasees, the JMAF Releasees, the Stantec Releasees, the Becker Releasees, the DeSimone Releasees, the NV5 Releasees, the Morabito Releasees, the B&PD Releasees, the 8701 Releasees, the TG Releasees, the TWI Releasees, the Florida Civil Releasees, the HVA Releasees, the ASAP Installations Releasees, the Chuck’s Backhoe Releasees, the Rhett Roy Releasees, the CP&R Releasees, the SPI Releasees, the CRM Releasees, the Batista Releasees, the Willcott Releasees, the Western Group Releasees, the CDPW Releasees, the Vaughn PE Releasees, the Geosonics Releasees, the OSA Releasees, the Tanenbaum Releasees, the Subcontractors, all “Indemnitees” (as such quoted term is used and defined in Section 1.2.51 of the Construction Agreement dated February 25, 2016, by and between 8701 Collins and JMAF), the 87 Park Association Releasees, TGSV Enterprises, Inc., a Florida corporation, all CTS Vendors, all Design Professionals, all Vendors, the CTSCA Releasees, the Central Alarm Releasees, the Infinite Aqua Releasees, the Premier Fire Releasees, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, executors, trusts, personal representatives, conservators, transferees, insurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, subrogees, accountants, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, and managers of any of the foregoing).

1.45. **“Releasor”** has the meaning ascribed to it in the preamble to this Release.

1.46. **“Rhett Roy Releasees”** means Rhett Roy Landscape Architecture LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.47. **“Securitas Releasees”** means Securitas Security Services USA, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents,

servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.48. “**Settlement**” means the settlements set forth in the Settlement Agreements.

1.49. “**Settlement Agreements**” has the meaning ascribed to it in the recitals to this Release.

1.50. “**SPI Releasees**” means Sammet Pools, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers (including Mid-Continent Casualty Insurance Company, Amerisure Mutual Insurance Company, and Amerisure Insurance Company), reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.51. “**Stantec Releasees**” means Stantec Architecture Inc., a North Carolina corporation, Stantec Inc., Stantec Consulting Services Inc., and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, design license holders or qualifiers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.52. “**Subcontractor**” means any person or entity that furnished labor, equipment, materials, or services in connection with the construction of 87 Park pursuant to a direct or indirect contract with JMAF.

1.53. “**Tanenbaum Releasees**” means Tanenbaum Harber of Florida, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys,

insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.54. **“TG Releasees”** means Terra Group, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.55. **“TWI Releasees”** means Terra World Investments, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.56. **“Unit Owner”** means the record owner of a “Condominium Unit” (as such quoted term is used and defined in that certain Declaration of Champlain Towers South Condominium filed and recorded August 19, 1981, in Official Records Book 11191, at Page 35, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time) at the time of the CTS Collapse. The term “Unit Owner” includes a Unit Owner that owned personal property that was lost, damaged, or destroyed as a result of the CTS Collapse.

1.57. **“Universal”** means Universal Property & Casualty Insurance Company.

1.58. **“Universal Action”** means the lawsuit filed by Universal styled Universal Property & Casualty Insurance Company a/s/o Max Friedman and Ellen Friedman, et al., vs. Champlain Towers South Condominium Association, Inc., et al., Case No.: 2022-001944-CA-01, pending in the Court.

1.59. **“Vaughn PE Releasees”** means Scott R. Vaughn, PE, LLC, a Florida limited liability company, Scott R. Vaughn, PE, an individual, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers,

retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.60. “**Vendor**” means any person or entity (other than JMAF or a Subcontractor) that furnished labor, equipment, materials, or services in connection with the design, development, construction, operation, maintenance or repair of 87 Park or the 87 Park Site.

1.61. “**Western Group Releasees**” means Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, and its past, present, and future administrators, Affiliates, fictitious names, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.62. “**Willcott Releasees**” means Willcott Engineering, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2. Release and Covenant Not to Sue

2.1. **Release.** In consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which Releasor conclusively acknowledges, Releasor, on his, her, its, or their own behalf, and on behalf of his, her, its, or their respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, indemnitors, heirs, next of kin, estates, beneficiaries, conservators, trustees, trusts, executors, administrators, personal representatives, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of the Releasor, or anyone claiming by, through, or on behalf of any of them, hereby releases, acquits, forever discharges, and holds harmless the Released Parties, and each of them, of and from any and all past, present, and future claims, counterclaims, crossclaims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, punitive damages, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, warranties, indemnities, agreements, responsibilities, obligations, or promises, whether in law or in equity, whether for contribution, subrogation, indemnification, or any other legal or equitable theory, whether contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, latent or patent, discovered

or undiscovered, whether existing prior to, on, or arising after, the Effective Date, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Releasor had, has, may or will have in the future, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to (i) the CTS Collapse, (ii) Champlain Towers South, (iii) the CTS Vendor Services, (iv) the vacation of the public right-of-way that was formerly located on the portion of the 87 Park Site formerly known as 87th Terrace, Miami Beach, Florida, (v) the design, development, construction, maintenance, operation, management, or repair of 87 Park, (vi) 8701 Collins' acquisition of the 87 Park Site, (vii) the design, development, construction, maintenance, installation, or repair of the Beach Access Improvements, (viii) the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, referred to, or relating to, the Litigation (including the Class Action Complaint), any Related Action, the Universal Action, or this Settlement (each of the foregoing and those below are a "Released Claim" and collectively, the "Released Claims").

2.1.1. Releasor hereby releases, forever discharges, and holds harmless the Released Parties from any and all Released Claims, including unknown Released Claims, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to this Release or the CTS Collapse.

2.2. Scope of Releases

2.2.1. Releasor acknowledges and expressly waives and relinquishes all rights and benefits, if any, which it, he, or she has or may have under Section 1542 of the Civil Code of the State of California (and similar statutes) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2.2.2. Releasor acknowledges that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other state, territory, or other jurisdiction was separately bargained for and that the Parties would not have entered into this Settlement Agreement unless it included a broad release of unknown claims relating to the matters released herein.

2.2.3. Releasor intends to be legally bound by the releases set forth in this Release. Releasor represents and warrants that no promise or inducement has been offered or made for the releases contained in this Release, except as set forth in this Release, and that this Release is executed without reliance on any statements or any representations not contained in this Release.

2.3. Covenant Not to Sue any Released Party and Waiver and Estoppel. Releasor (a) represents, warrants, and agrees that Releasor waives and is forever estopped from asserting any Released Claim against any Released Party, and (b) covenants not to sue or threaten

to sue, now or in the future, any Released Party for any Released Claim, or otherwise assert or threaten to assert any Released Claim against any Released Party.

3. Miscellaneous

3.1. Representations and Warranties. Releasor represents and warrants to the Released Parties that (a) Releasor executes this Release knowingly and willingly, (b) the person executing this Release on behalf of Releasor has the right, power, and authority to do so, and (c) Releasor has not assigned to any other person or entity any right, claim or cause of action against any Released Parties arising out of the Released Claims. Releasor acknowledges that it may in the future learn of additional or different facts that relate to the CTS Collapse. Releasor understands and acknowledges the consequences of releasing all Released Claims and assumes all related risks, including that some Released Claims might have accrued or been discovered later. Releasor agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each of the Released Parties, and are intended to be as broad as lawfully possible.

3.2. No admission of Liability. Nothing in this Release shall be construed as an admission of fault, liability, or wrongdoing on the part of any Released Party.

3.3. Applicable Law, Jurisdiction, Venue, and Attorneys' Fees. This Release shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. Any dispute or claim arising out of, relating to, or connected with this Release shall be settled by litigation in the Court and Releasor waives any objections to such jurisdiction and/or venue. Releasor hereby submits and consents to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Release. **RELEASOR SPECIFICALLY AND KNOWINGLY WAIVES ANY RIGHTS IT MIGHT HAVE TO A TRIAL BY JURY IN ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS RELEASE, INCLUDING TO ENFORCE ITS TERMS.** The prevailing party in any suit, action, proceeding, or dispute arising out of, or relating to, or connected with, this Release, including any suit, action, proceeding, or dispute to enforce the terms of this Release, shall be entitled to recover its reasonable attorneys' fees and costs incurred in such suit, action, proceeding, or dispute.

3.4. General. Releasor agrees that a copy of this Release shall be as enforceable as the original and waives all objections predicated on any failure to produce the original.

3.5. Severability. If any term or provision of this Release is invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision of the Release. Notwithstanding anything to the contrary, if the Settlement Agreements become unenforceable or are declared invalid, illegal, or unenforceable, then this Release shall nevertheless remain enforceable and independent of the Settlement Agreements, and the invalidity, unenforceability, or illegality of the Settlement Agreements shall not affect this Release or invalidate or render this Release unenforceable.

[signature page to follow]

[the remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, Releasor has executed this Release on the Effective Date stated below.

RELEASOR:

By: _____

Name: _____

Date: _____

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, the authorized representative of _____, who executed the foregoing instrument on behalf of said company, who acknowledged to and before me that he/she executed said instrument in his/her official capacity as an officer of said company and as the act and deed of said company after being duly authorized and directed, and who is, who [] is personally know to me or [] has produced _____ as identification.

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT C

FORM OF OTHER PARTY RELEASE

[attached]

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

RELEASE

This Release (this “**Release**”) is executed as of the Effective Date (as defined herein) by
____ (“**Releasor**”).

RECITALS

A. On June 24, 2021, the twelve-story Champlain Towers South Condominium located at 8777 Collins Avenue, Surfside, Florida 33154 (“**Champlain Towers South**”), partially collapsed and caused the death of ninety-eight individuals.

B. Various plaintiffs filed lawsuits against the Released Parties (as defined herein) and others, which were consolidated into a class action lawsuit styled *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 (the “**Litigation**”), pending before the Honorable Michael A. Hanzman in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “**Court**”).

C. The parties in the Litigation and others resolved the Litigation and entered into that certain In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (the “**Settlement Agreement**”), which was finally approved by the Court.

D. The Settlement Agreement requires the plaintiffs in the Litigation to cause Releasor to execute this Release and deliver this Release to counsel for the Released Parties.

NOW, THEREFORE, for the consideration expressed herein, the receipt and sufficiency of which Releasor acknowledges, Releasor agrees as follows:

DEFINITIONS

1. **Definitions.** The following terms (designated by initial capitalization throughout this Release) will have the meanings set forth in this Section, which are applicable to both the singular and plural thereof. Unless the context requires otherwise, (a) words expressed in the masculine will include the feminine and neuter gender and vice versa; (b) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (c) the word “or” will not be exclusive; (d) the word “extent” in the phrase “to the extent” will mean the degree to which a subject or other thing extends, and such phrase will not simply mean “if”; and (e) the terms

“include,” “includes,” and “including” will be deemed to be followed by “without limitation,” whether or not they are in fact followed by such words or words of similar import.

1.1. **“8701 Collins”** means 8701 Collins Development, LLC, a Delaware limited liability company.

1.2. **“8701 Releasees”** means 8701 Collins, Terra Construction Management, LLC, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, investors, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.3. **“8701 Unit Owner”** means and refers to a “Unit Owner,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.4. **“87 Park”** means and refers to the “Condominium,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.5. **“87 Park Association Releasees”** means 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, the 8701 Unit Owners, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.6. **“87 Park Site”** means the “Land,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.7. **“Affiliate”** means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, where “control” means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting shares, by contract, or otherwise.

1.8. **“ASAP Installations Releasees”** means ASAP Installations LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.9. **“Batista Releasees”** means R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Gregorio Batista, P.E., and each of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.10. **“Becker Releasees”** means Becker & Poliakoff, P.A., a Florida professional corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities.

1.11. **“B&PD Releasees”** means Bizzi & Partners Development LLC, a Delaware limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.12. **“Beach Access Improvements”** means and refers to the “87th Terrace Easement Improvements,” as such quoted term is used and defined in the Development Agreement between the City of Miami Beach and 8701 Collins Development, LLC dated November 24, 2014, and recorded in Official Records Book 29415, at Pages 4360-4411, of the Public Records of Miami-Dade County, Florida, together with the “87th Terrace Improvements,” as such quoted term

is used and defined in the Grant of Perpetual Easement (87th Terrace) by 8701 Collins Development, LLC in favor of the City of Miami Beach dated November 24, 2014, and recorded in Official Records Book 29913, at Page 3123, of the Public Records of Miami-Dade County, Florida.

1.13. “**CCIP**” means the Contractor Controlled Insurance Program that provides commercial general liability insurance and excess liability insurance for the construction of 87 Park performed on the 87 Park Site.

1.14. “**CDPW Releasees**” means CDPW, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.15. “**Champlain Towers South**” has the meaning ascribed to it in the recitals to this Release.

1.16. “**Chuck’s Backhoe Releasees**” means Chuck’s Backhoe Service, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.17. “**Class Action Complaint**” means the Consolidated Third Amended Class Action Complaint filed in the Litigation on March 10, 2022, and any subsequent amendments thereto.

1.18. “**Court**” has the meaning ascribed to it in the recitals to this Release.

1.19. “**CP&R Releasees**” means Concrete Protection and Restoration, Inc., a Maryland corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-,

successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.20. **“CRM Releasees”** means Campany Roof Maintenance, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.21. **“CTS Collapse”** means the partial collapse of Champlain Towers South and subsequent demolition of the remainder of Champlain Towers South.

1.22. **“CTS Vendor”** means Securitas Security Services USA, Inc., a Delaware corporation, Morabito Consultants, Inc., a Maryland corporation, Becker & Poliakoff, P.A., a Florida professional corporation, Concrete Protection and Restoration, Inc., a Maryland corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, Campany Roof Maintenance, LLC, a Florida limited liability company, R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Willcott Engineering, Inc., a Florida corporation, Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, Sammet Pools, Inc., a Florida corporation, and Scott R. Vaughn, PE, LLC, a Florida limited liability company.

1.23. **“CTS Vendor Services”** means work or services performed, or allegedly failed to have been performed, by any CTS Vendor prior to the CTS Collapse for or on behalf of the Champlain Towers South Condominium Association, Inc., or any Unit Owner, or otherwise for the benefit of Champlain Towers South.

1.24. **“Design Professionals”** means any architect, engineer, or consultant that furnished design services, engineering services, professional services, or consulting services in connection with the design, development, or construction, of 87 Park. The term “Design Professional” includes Kobi Karp Architecture & Interior Design, Inc., Steven Feller, P.E., SLS Consulting, Inc., VSN Engineering, Inc., West 8 Urban Design & Landscape Architecture, P.C., Aquadynamics Design Group, Inc., Lux Populi SA de CV, and Renzo Piano Building Workshop, Inc.

1.25. **“DeSimone Releasees”** means DeSimone Consulting Engineering, DPC, a New York design professional corporation, DeSimone Consulting Engineers, LLC, a Delaware limited liability company, DeSimone Consulting Engineering Group, LLC, DeSimone Consulting Engineers, and all of their respective past, present, and future administrators, Affiliates, fictitious names (including any “doing business as”, “formerly known as”, or “now known as” names), heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors,

lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.26. “**Effective Date**” means the date that this release is signed by Releasor, as indicated by the date below Releasor’s signature.

1.27. “**Florida Civil Releasees**” means Florida Civil, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.28. “**Geosonics Releasees**” means Geosonics, Inc., a Pennsylvania corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.29. “**HVA Releasees**” means H. Vidal & Associates, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.30. “**JMAF**” means John Moriarty & Associates of Florida, Inc., a Massachusetts corporation.

1.31. “**JMAF Releasees**” means JMAF and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities related by whole or partial common ownership, predecessor-, successor-, Affiliated-, subsidiary-,

and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.32. “**Litigation**” has the meaning ascribed to it in the recitals to this Release.

1.33. “**Morabito Releasees**” means Morabito Consultants, Inc., a Maryland corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.34. “**NV5 Releasees**” means NV5, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.35. “**OSA Releasees**” means O & S Associates, Inc., a New York corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.36. “**Related Action**” means any past, present, or future action or claim brought against any Released Party in the Court (other than the Litigation and the Universal Action) or any other state court, federal court, foreign court, international tribunal, regulatory agency, or other tribunal or forum arising out of, or related to, or based upon, the CTS Collapse, or the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the Class Action Complaint or otherwise in the Litigation.

1.37. “**Released Claim**” has the meaning ascribed to it in this Release.

1.38. “**Released Party(ies)**” means the Town of Surfside, Florida, the Securitas Releasees, the JMAF Releasees, the Stantec Releasees, the Becker Releasees, the DeSimone

Releasees, the NV5 Releasees, the Morabito Releasees, the B&PD Releasees, the 8701 Releasees, the TG Releasees, the TWI Releasees, the Florida Civil Releasees, the HVA Releasees, the ASAP Installations Releasees, the Chuck's Backhoe Releasees, the Rhett Roy Releasees, the CP&R Releasees, the SPI Releasees, the CRM Releasees, the Batista Releasees, the Willcott Releasees, the Western Group Releasees, the CDPW Releasees, the Vaughn PE Releasees, the Geosonics Releasees, the OSA Releasees, the Tanenbaum Releasees, the Subcontractors, all "Indemnitees" (as such quoted term is used and defined in Section 1.2.51 of the Construction Agreement dated February 25, 2016, by and between 8701 Collins and JMAF), the 87 Park Association Releasees, TGSV Enterprises, Inc., a Florida corporation, all CTS Vendors, all Design Professionals, all Vendors, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, executors, trusts, personal representatives, conservators, transferees, insurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, subrogees, accountants, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, and managers of any of the foregoing).

1.39. "**Releasor**" has the meaning ascribed to it in the preamble to this Release.

1.40. "**Rhett Roy Releasees**" means Rhett Roy Landscape Architecture LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.41. "**Securitas Releasees**" means Securitas Security Services USA, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.42. "**Settlement**" means the settlement set forth in the Settlement Agreement.

1.43. "**Settlement Agreement**" has the meaning ascribed to it in the recitals to this Release.

1.44. "**SPI Releasees**" means Sammet Pools, Inc., a Florida corporation, and its

past, present, and future administrators, Affiliates, heirs, legatees, insurers (including Mid-Continent Casualty Insurance Company, Amerisure Mutual Insurance Company, and Amerisure Insurance Company), reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.45. “**Stantec Releasees**” means Stantec Architecture Inc., a North Carolina corporation, Stantec Inc., Stantec Consulting Services Inc., and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, design license holders or qualifiers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.46. “**Subcontractor**” means any person or entity that furnished labor, equipment, materials, or services in connection with the construction of 87 Park pursuant to a direct or indirect contract with JMAF.

1.47. “**Tanenbaum Releasees**” means Tanenbaum Harber of Florida, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.48. “**TG Releasees**” means Terra Group, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.49. **“TWI Releasees”** means Terra World Investments, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.50. **“Unit Owner”** means the record owner of a “Condominium Unit” (as such quoted term is used and defined in that certain Declaration of Champlain Towers South Condominium filed and recorded August 19, 1981, in Official Records Book 11191, at Page 35, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time) at the time of the CTS Collapse. The term “Unit Owner” includes a Unit Owner that owned personal property that was lost, damaged, or destroyed as a result of the CTS Collapse.

1.51. **“Universal”** means Universal Property & Casualty Insurance Company.

1.52. **“Universal Action”** means the lawsuit filed by Universal styled Universal Property & Casualty Insurance Company a/s/o Max Friedman and Ellen Friedman, et al., vs. Champlain Towers South Condominium Association, Inc., et al., Case No.: 2022-001944-CA-01, pending in the Court.

1.53. **“Vaughn PE Releasees”** means Scott R. Vaughn, PE, LLC, a Florida limited liability company, Scott R. Vaughn, PE, an individual, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.54. **“Vendor”** means any person or entity (other than JMAF or a Subcontractor) that furnished labor, equipment, materials, or services in connection with the design, development, construction, operation, maintenance or repair of 87 Park or the 87 Park Site.

1.55. **“Western Group Releasees”** means Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, and its past, present, and future administrators, Affiliates, fictitious names, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers,

divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.56. **“Willcott Releasees”** means Willcott Engineering, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2. Release and Covenant Not to Sue

2.1. **Release.** In consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which Releasor conclusively acknowledges, Releasor, on his, her, its, or their own behalf, and on behalf of his, her, its, or their respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, indemnitors, heirs, next of kin, estates, beneficiaries, conservators, trustees, trusts, executors, administrators, personal representatives, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of the Releasor, or anyone claiming by, through, or on behalf of any of them, hereby releases, acquits, forever discharges, and holds harmless the Released Parties, and each of them, of and from any and all past, present, and future claims, counterclaims, crossclaims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, punitive damages, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, warranties, indemnities, agreements, responsibilities, obligations, or promises, whether in law or in equity, whether for contribution, subrogation, indemnification, or any other legal or equitable theory, whether contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, latent or patent, discovered or undiscovered, whether existing prior to, on, or arising after, the Effective Date, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Releasor had, has, may or will have in the future, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to (i) the CTS Collapse, (ii) Champlain Towers South, (iii) the CTS Vendor Services, (iv) the vacation of the public right-of-way that was formerly located on the portion of the 87 Park Site formerly known as 87th Terrace, Miami Beach, Florida, (v) the design, development, construction, maintenance, operation, management, or repair of 87 Park, (vi) 8701 Collins’ acquisition of the 87 Park Site, (vii) the design, development, construction, maintenance, installation, or repair of the Beach Access Improvements, (viii) the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, referred to, or relating to, the Litigation (including the Class Action Complaint), any Related Action, the Universal Action, or this Settlement (each of the foregoing and those below are a “Released Claim” and collectively, the “Released Claims”).

2.2. Releasor hereby releases, forever discharges, and holds harmless the Released Parties from any and all Released Claims, including unknown Released Claims, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to this Release or the CTS Collapse.

2.3. Scope of Releases

2.3.1. Releasor acknowledges and expressly waives and relinquishes all rights and benefits, if any, which it, he, or she has or may have under Section 1542 of the Civil Code of the State of California (and similar statutes) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2.3.2. Releasor acknowledges that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other state, territory, or other jurisdiction was separately bargained for and that the Parties would not have entered into this Settlement Agreement unless it included a broad release of unknown claims relating to the matters released herein.

2.3.3. Releasor intends to be legally bound by the releases set forth in this Release. Releasor represents and warrants that no promise or inducement has been offered or made for the releases contained in this Release, except as set forth in this Release, and that this Release is executed without reliance on any statements or any representations not contained in this Release.

2.4. Covenant Not to Sue any Released Party and Waiver and Estoppel. Releasor (a) represents, warrants, and agrees that Releasor waives and is forever estopped from asserting any Released Claim against any Released Party, and (b) covenants not to sue or threaten to sue, now or in the future, any Released Party for any Released Claim, or otherwise assert or threaten to assert any Released Claim against any Released Party.

3. Miscellaneous

3.1. Representations and Warranties. Releasor represents and warrants to the Released Parties that (a) Releasor executes this Release knowingly and willingly, (b) the person executing this Release on behalf of Releasor has the right, power, and authority to do so, and (c) Releasor has not assigned to any other person or entity any right, claim or cause of action against any Released Parties arising out of the Released Claims. Releasor acknowledges that it may in the future learn of additional or different facts that relate to the CTS Collapse. Releasor understands and acknowledges the consequences of releasing all Released Claims and assumes all related risks, including that some Released Claims might have accrued or been discovered later. Releasor agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each of the Released Parties, and are intended to be as broad as lawfully possible.

3.2. No admission of Liability. Nothing in this Release shall be construed as an admission of fault, liability, or wrongdoing on the part of any Released Party.

3.3. Applicable Law, Jurisdiction, Venue, and Attorneys' Fees. This Release shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. Any dispute or claim arising out of, relating to, or connected with this Release shall be settled by litigation in the Court and Releasor waives any objections to such jurisdiction and/or venue. Releasor hereby submits and consents to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Release. **RELEASOR SPECIFICALLY AND KNOWINGLY WAIVES ANY RIGHTS IT MIGHT HAVE TO A TRIAL BY JURY IN ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS RELEASE, INCLUDING TO ENFORCE ITS TERMS.** The prevailing party in any suit, action, proceeding, or dispute arising out of, or relating to, or connected with, this Release, including any suit, action, proceeding, or dispute to enforce the terms of this Release, shall be entitled to recover its reasonable attorneys' fees and costs incurred in such suit, action, proceeding, or dispute.

3.4. General. Releasor agrees that a copy of this Release shall be as enforceable as the original and waives all objections predicated on any failure to produce the original.

3.5. Severability. If any term or provision of this Release is invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision of the Release. Notwithstanding anything to the contrary, if the Settlement Agreement becomes unenforceable or is declared invalid, illegal, or unenforceable, then this Release shall nevertheless remain enforceable and independent of the Settlement Agreement, and the invalidity, unenforceability, or illegality of the Settlement Agreement shall not affect this Release or invalidate or render this Release unenforceable.

[signature page to follow]

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IN WITNESS WHEREOF, Releasor has executed this Release on the Effective Date stated below.

RELEASOR:

By: _____

Name: _____

Date: _____

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, the authorized representative of _____, who executed the foregoing instrument on behalf of said company, who acknowledged to and before me that he/she executed said instrument in his/her official capacity as an officer of said company and as the act and deed of said company after being duly authorized and directed, and who is, who [] is personally know to me or [] has produced _____ as identification.

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT D**SCHEDULE OF RELATED ACTIONS**

Case Name	Court	Case Number
<i>Steve Rosenthal v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015206-CA-01
<i>Raysa Rodriguez, on behalf of herself and all others similarly situated v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015298-CA-01
<i>Alex J. Anton, as Personal Representative for the Estate of Beatrice Rodriguez Guerra v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015599-CA-01
<i>Steven Rosenberg, Mark Rosenberg, and Shoshana Rosenberg, as Children and Representatives of the Estate and Person of Harold Rosenberg v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015521-CA-01
<i>Susana Alvarez v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016483-CA-01
<i>Anita Altman, as Executor of the Estate of Isaias and Guta Stawski, Deceased, and Dr. Alan Altman and Anita Altman as Proposed Co-Personal Representatives of the Estate of Michael Altman, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016666-CA-01
<i>Dulce Obias-Manno, as Personal Representative of the Estate of Maria S. Obias-Bonnefoy v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016780-CA-01
<i>Soriya Cohen, as Personal Representative of the Estate of Brad Cohen v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016663-CA-01
<i>Pascale Bonnefoy, as Personal Representative of the Estate of Claudio Bonnefoy v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016764-CA-01
<i>Rosa Ana Quesada v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016702-CA-01

Case Name	Court	Case Number
<i>Kevin Fang, as Personal Representative of the Estate of Stacie Fang, Deceased and Neil Handler individually, and as Guardian and Father of his minor son, Jonah Handler v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016857-CA-01
<i>Erika Giganti, as Personal Representative of the Estate of Francis Rosa Fernandez, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016855-CA-01
<i>Sergio Lozano, as Personal Representative of the Estates of Antonio Lozano and Gladys Lozano, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016856-CA-01
<i>Kevin Spiegel, individually and as Proposed Personal Representative of the Estate of Judith Spiegel, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016926-CA-01
<i>Jacqueline Nicole Samuelson and Dianne Elizabeth Ohayon, as Co-Personal Representatives of the Estate of Maria Notkin, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016911-CA-01
<i>Allen R. Notkin and Jacqueline Nicole Samuelson, as Co-Personal Representatives of the Estate of Arnold Notkin, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016913-CA-01
<i>Marcelo Cattarossi, as Personal Representative of the Estate of Graciela Ponce de Leon de Cattarossi v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016942-CA-01
<i>Stephanie McManus, as Personal Representative of the Estate of Elaine Lia Howard Sabino v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017012-CA-01
<i>Julio Brener, individually and on behalf of all other similarly situated v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016986-CA-01
<i>Salomon Sadovnic, individually and as Personal Representative of the Estate of Luis Sadovnic, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017112-CA-01
<i>Raquel Oliveira, as Personal Representative of the Estate of Lorenzo Leone, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-17110-CA-01

Case Name	Court	Case Number
<i>Raquel Oliveira, as Personal Representative of the Estate of Alfredo Leone, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-17111-CA-01
<i>Pablo Daniel Langesfeld, individually and as Personal Representative of the Estate of Nicole Langesfeld, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017124-CA-01
<i>Ricardo Rodan, individually and as Personal Representative of the Estate of Moises Rodan, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017127-CA-01
<i>Adriana Lopez Moreira De Santander, as Personal Representative for the Estate of Sophia Lopez Moreira; Adriana Lopez Moreira De Santander, as Personal Representative for the Estate of Luis Lopez Moreira III; Adriana Lopez Moreira De Santander, as Personal Representative for the Estate of Anna Sophia Pettengill; Adriana Lopez Moreira de Santander, as Personal Representative for the Estate of Alexia Maria Pettengill; and Ricardo Ruben Uliambre Pettengill, as Personal Representative for the Estate of Luis Alberto Pettengill; Unityfam 1001 Corp.; and True Honor Holdings, LLC v. Champlain Towers South, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017134-CA-01
<i>Juana Villalba Rojas, as Personal Representative of the Estate of Leidy Vanessa Luna Villalba, Deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017238-CA-01
<i>Digna Jael Rodriguez, individually and as Personal Representative of the Estate of Anaely Rodriguez, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017180-CA-01
<i>Mauricio Juan Kaufmann, individually, and as Personal Representative of the Estate of Miguel Leonardo Kaufmann Kempinski, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017182-CA-01
<i>Mauricio Juan Kaufman, individually, and as Personal Representative of the Estate of Maria Gabriela Camou Font, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017185-CA-01

Case Name	Court	Case Number
<i>Pablo J. Rodriguez, individually, and as Personal Representative of the Estate of Elena Blasser, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017191-CA-01
<i>Pablo J. Rodriguez, individually, and as Personal Representative of the Estate of Elena Chavez, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-17186-CA-01
<i>Abraham Benhayoun, as Personal Representative of the Estate of Cristina Elvira Betarte, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017562-CA-01
<i>Abraham Benhayoun, as Personal Representative of the Estate of Leon Oliwkowicz Piatnika, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017558-CA-01
<i>Enrique Arango, as Personal Representative of the Estate of S.C., v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-018527-CA-01
<i>Josefina Henriquez, as Personal Representative of the Estate of Ana Isabel Ortiz, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-019164-CA-01
<i>Valentina Arango Gomez, as Personal Representative of the Estate of Catalina Gomez Ramirez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020530-CA-01
<i>Vivian Mora Duenas and Cristina Mora Bonfante, as Co-Personal Representatives of the Estate of Juan Alberto Mora, Jr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020950-CA-01
<i>Vivian Mora Duenas and Cristina Mora Bonfante, as Co-Personal Representatives of the Estate of Juan Alberto Mora, Sr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020877-CA-01
<i>Manuel Guara, individually, and as Personal Representative of the Estate of Marcus J. Guara, deceased, v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-021173-CA-01
<i>ZYR, LLC v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-021913-CA-01

Case Name	Court	Case Number
<i>Sergio Barth Tobar and Juliana Gomez, as Co-Personal Representatives of the Estate of Valeria Barth Gomez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-022374-CA-01
<i>Morabito Consultants, Inc. v. National Fire Insurance Company of Hartford, et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-022670-CA-01
<i>Adriana LaFont, as Personal Representative of the Estate of Manuel V. LaFont, Jr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-025137-CA-01
<i>Maximiliano Lucero, as Personal Representative of the Estates of Fabian Alberto Nunez and Sofia Galfrascoli Nunez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-026638-CA-01
<i>Sergio Barth Tobar, as Personal Representative of the Estate of Luis Fernando Barth, Decedent v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-027161-CA-01
<i>Konstantinos Giannitsopoulos and Fatima Baghat Giannitsopoulos, as Co-Personal Representatives of the Estate of Andreas Konstantinos Giannitsopoulos et al. v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2022-003172-CA-01
<i>Robert Lisman, Anna Poliakova, Marta Castro, John Ayala, Carlos Pineiro, and Fiorella Terenzi, individually and on behalf of all other similarly situated v. Ocean 88 Condominium Association, Inc., formerly known as, Champlain Towers East Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017453-CA-01
<i>Diane Cole, Raysa M. Rodriguez, Steven Rosenthal, and ZYR, LLC v. Michael I. Goldberg, as Receiver for Champlain Towers South Condominium Association, Inc., and All Owners and Other Interested Parties listed on Exhibit 2 to the Complaint</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-021726-CA-01
<i>Steve Rosenthal v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015206 CA 01
<i>Raysa Rodriguez, on behalf of herself and all others similarly situated v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015298 CA 01
<i>Alex J. Anton, as Personal Representative of the Estate of Beatrice Rodriguez Guerra v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015599 CA 01

Case Name	Court	Case Number
<i>Steven Rosenberg, Mark Rosenberg, and Shoshana Rosenberg, as Children and Representatives of the Estate and Person of Harold Rosenberg v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015521 CA 01
<i>Susana Alvarez vs. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016483 CA 01
<i>Anita Altman, as Executor of the Estate of Isaias and Guta Stawski, Deceased, and Dr. Alan Altman and Anita Altman as Proposed Co-Personal Representatives of the Estate of Michael Altman, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016666 CA 01
<i>Soriya Cohen, as Personal Representative of the Estate of Brad Cohen vs. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016663 CA 01
<i>Pascale Bonnefoy, as Personal Representative of the Estate of Claudio Bonnefoy vs. Champlain Towers South Condominium Association, Inc., Morabito Consultants, Inc., and SD Architects, P.A.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016764 CA 01
<i>Dulce Obias-Manno, as Personal Representative of the Estate of Maria S. Obias-Bonnefoy vs. Champlain Towers South Condominium Association, Inc., Morabito Consultants, Inc., and SD Architects, P.A.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016780 CA 01
<i>Rosa Ana Quesada v. Champlain Towers South Condominium Association, Inc., Great American Insurance Company, James River Insurance Company, Philadelphia Indemnity Insurance Company, Fireman's Fund Insurance Company and QBE Insurance Corporation</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016702 CA 01
<i>Josefina Henriquez, as Personal Representative of the Estate of Ana Isabel Ortiz, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-019164-CA-01
<i>Erika Giganti, as Personal Representative of the Estate of Francis Rosa Fernandez, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016855-CA-01
<i>Sergio Lozano, as Personal Representative of the Estates of Antonio Lozano and Gladys Lozano, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016856-CA-01

Case Name	Court	Case Number
<i>Juana Villalba Rojas, as Personal Representative of the Estate of Leidy Vanessa Luna Villalba, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017238-CA-01
<i>Abraham Benhayoun, as Personal Representative of the Estate of Leon Oliwkowicz Piatnika, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017558-CA-01
<i>Abraham Benhayoun, as Personal Representative of the Estate of Cristina Elvira Betarte, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017562-CA-01
<i>Enrique Arango, as Personal Representative of the Estate of S.C., v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-018527-CA-01
<i>Valentina Arango Gomez, as Personal Representative of the Estate of Catalina Gomez Ramirez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020530-CA-01
<i>Vivian Mora Duenas and Cristina Mora Bonfante, as Co-Personal Representatives of the Estate of Juan Alberto Mora, Jr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020950-CA-01
<i>Vivian Mora Duenas and Cristina Mora Bonfante, as Co-Personal Representatives of the Estate of Juan Alberto Mora, Sr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020877-CA-01
<i>Sergio Barth Tobar and Juliana Gomez, as Co-Personal Representatives of the Estate of Valeria Barth Gomez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-022374-CA-01
<i>Sergio Barth Tobar and Juliana Gomez, as Co-Personal Representatives of the Estate of Valeria Barth Gomez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-027161-CA-01
<i>Adriana LaFont, as Personal Representative of the Estate of Manuel Victor LaFont, Jr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-025137-CA-01
<i>Maximiliano Lucero, as Personal Representative of the Estates of Fabian Alberto Nunez and Sofia Galfrascoli Nunez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-026638-CA-01

Case Name	Court	Case Number
<i>Konstantinos Giannitsopoulos and Fatima Baghat Giannitsopoulos, as Co-Personal Representatives of the Estate of Andreas Konstantinos Giannitsopoulos et al. v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2022-003172-CA-01

EXHIBIT E

FORM OF SETTLEMENT CLASS NOTICE

NOTICE OF ADDITIONAL SETTLEMENT FUNDS

THIS IS A COURT-APPROVED NOTICE. YOU ARE NOT BEING SUED.

THIS IS A NOTICE INFORMING YOU THAT ADDITIONAL AMOUNTS HAVE BEEN RECOVERED FROM NEW SETTling PARTIES IN THE CHAMPLAIN TOWERS SOUTH COLLAPSE LITIGATION THAT WILL BE ADDED TO THE SETTLEMENT FUND AND PAID OUT IN THE COURT APPROVED CLAIMS PROCESS.

PLEASE READ THIS NOTICE CAREFULLY BECAUSE IT MIGHT AFFECT YOUR RIGHTS IN A LAWSUIT. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BASED ON HOW YOU RESPOND TO THIS NOTICE.

1. WHY ARE YOU RECEIVING THIS NOTICE?

You are receiving this notice because you may be a Class Member of the Settlement Class who may benefit from a second settlement (the “Settlement”) reached in the class action lawsuit styled *In Re: Champlain Towers South Collapse Litigation* (Case No. 2021-015089-CA-01) (Fla. 11th Cir. Ct.) (the “Lawsuit”). This Settlement follows a prior settlement reached with other parties in the Lawsuit and approved by the Court on June 24, 2022 (the “June 2022 Settlement”). The amount of the Common Fund created by the June 2022 Settlement will be increased by approximately \$53,000,000. The funds from this Settlement will supplement and be added to the Common Fund created by the June 2022 Settlement.

You have been identified as a potential Settlement Class Member (as explained under Section 3). You have legal rights and options that you may exercise before the Court decides whether to approve the Settlement. This notice has been approved by the Court and summarizes the proposed Settlement. For the precise terms, the complete settlement agreement (the “August 2022 Settlement Agreement”) is available at www.ctsreceivership.com.

The Settlement is between the Settlement Class (as defined in Section 3) and Michael I. Goldberg, in his capacity as Court-appointed receiver in the Lawsuit (the “Receiver”), Champlain Towers South Condominium Association, Inc. (the “CTSCA”), and Central Alarm Control, Inc. (“Central Alarm”), Infinite Aqua, LLC (“Infinite Aqua”), and Premier Fire Alarms and Integration System, Installation Division, Inc. (“Premier Fire”).

The Court has approved this notice to inform you of your rights in the Settlement. If you meet the requirements to be included in the Settlement Class, as defined herein, you will automatically become a part of it, unless you exclude yourself. As a member of the Settlement Class, you may:

- (a) Proceed with your claim for payment (see Section 9);
- (b) object to the August 2022 Settlement Agreement (see Section 11); or
- (c) do nothing, this Settlement will become final.

If you do not exclude yourself from the Settlement Class, you will be giving up legal claims against the CTSCA and the Additional Settling Parties (as explained under Sections 6 and 7) even if you have not requested a settlement payment. Alternatively, you may exclude yourself from the Settlement Class (as explained in Section 9), giving up your right to proceed with your claim payment but preserving certain rights to sue the CTSCA and the Additional Settling Parties (as defined in Section 3). Before any money is paid, the Court will decide whether to grant final approval of the Settlement.

2. DESCRIPTION OF THE LAWSUIT.

The Champlain Towers South building partially collapsed on June 24, 2021, and the remaining structure was later demolished (the “CTS Collapse”). The CTS Collapse caused the death of 98 individuals, other personal injuries, and substantial property damage. As a result of the CTS Collapse, certain representatives of those who perished and other individuals who lost their homes and belongings filed lawsuits in the Court. These numerous actions were consolidated by Court order into the Lawsuit, i.e., a single class action.

The CTSCA and the Additional Settling Parties deny the allegations made against them in the Lawsuit. If the Lawsuit were to continue, they would assert substantial legal and factual defenses. For reasons addressed in Section 5 below, however, the CTSCA and the Additional Settling Parties have agreed to the Settlement.

3. WHO ARE THE ADDITIONAL SETTLING PARTIES?

The “Additional Settling Parties” are the Central Alarm, Infinite Aqua, and Premier Fire.

4. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

A class action is a kind of lawsuit. Representative plaintiffs, known as “class representatives” assert claims on behalf of the entire group, or “class.” One court resolves the issues for everyone in the class, except for those who choose to exclude themselves from the class by opting out.

The Settlement Class is defined as: (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.

You are in the settling class (a “Settlement Class Member”) if you do not exclude yourself and:

- (a) were the record owner of a condominium in Champlain Towers South at the time of the CTS Collapse;

- (b) were present at Champlain Towers South at the time of the CTS Collapse;
- (c) resided at Champlain Towers South at the time of the CTS Collapse;
- (d) were physically injured or represent someone who was killed as a result of the CTS Collapse;
- (e) suffered emotional distress as a result of the CTS Collapse;
- (f) suffered damage or destruction of your residence or personal property as a result of the CTS Collapse;
- (g) are a dependent who has the legal right to assert a claim derivatively for one of the previously discussed groups;
- (h) suffered economic losses or damages as a result of the CTS Collapse; or
- (i) are an authorized representative of someone on this list.

The August 2022 Settlement Agreement available at www.ctsreceivership.com provides a more detailed account of who is included in the Settlement.

5. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has appointed five class representatives: (1) Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leone and Lorenzo de Oliveira Leone; (2) Kevin Fang, as personal representative of the Estate of Stacie Fang; (3) Kevin Spiegel, individually and as personal representative of the Estate of Judith Spiegel; (4) Raysa Rodriguez; and (5) Steve Rosenthal (collectively, the “Class Representatives”).

The Court also appointed lawyers to represent the plaintiffs in the Lawsuit. Those lawyers make up the “Plaintiffs’ Steering Committee” who are also referred to as “Class Counsel”. Class Counsel are:

CLASS COUNSEL	
Harley S. Tropin Javier A. Lopez Kozyak Tropin & Throckmorton LLP	Rachel W. Furst Stuart Z. Grossman Grossman Roth Yaffa Cohen, P.A.
Ricardo M. Martínez-Cid Podhurst Orseck, P.A.	Adam M. Moskowitz The Moskowitz Law Firm, PLLC
Curtis B. Miner Colson Hicks Eidson, P.A.	John Scarola Searcy Denney Scarola Barnhart & Shipley, P.A.

Robert J. Mongeluzzi Saltz Mongeluzzi & Bendesky	Shannon del Prado Pita Weber & Del Prado
Jorge E. Silva Silva & Silva, P.A.	Willie E. Gary Gary Williams Parenti Watson & Gary, PLLC
Gonzalo R. Dorta Gonzalo R. Dorta, P.A.	Judd G. Rosen Goldberg & Rosen, P.A.
MaryBeth LippSmith LippSmith LLP	Luis E. Suarez Heise Suarez Melville, P.A.
John H. Ruiz MSP Recovery Law Firm	William F. “Chip” Merlin, Jr. Merlin Law Group
Bradford R. Sohn The Brad Sohn Law Firm	

6. THE PROPOSED SETTLEMENT.

After extensive negotiations, the parties have agreed to settle all claims raised or which could have been raised against the CTSCA and the Additional Settling Parties in the Lawsuit. Under the proposed Settlement, the CTSCA and the Additional Settling Parties have agreed to the creation of a fund (the “Settlement Fund”), which totals **approximately \$53,000,000**, to supplement and be added to the Common Fund created by the June 2022 Settlement to make cash payments to the Settlement Class Members who are awarded damages through the Court ordered claims procedure addressed in Section 9 below. This Settlement Fund will be aggregated with the funds from the June 2022 Settlement and be made available for payment to the Settlement Class. The Court did not decide in favor of any party. Instead, all sides agreed to a Settlement they believe is fair, reasonable, and adequate, after considering the risks and burden of continued litigation. The Class Representatives and Class Counsel believe the proposed Settlement confers substantial benefits on, is in the best interests of the Settlement Class Members, and represents a fair, reasonable, and adequate resolution of the lawsuit.

The CTSCA denies the claims in the Lawsuit; denies all allegations of wrongdoing, fault, liability, or damage to the Class Representatives and the Settlement Class Members; and deny that it acted improperly or wrongfully in any way. The Receiver and the CTSCA nevertheless recognizes the burden and time required to defend the Lawsuit through trial and have taken this into account in agreeing to this Settlement.

The Additional Settling Parties deny the claims in the Lawsuit; deny all allegations of wrongdoing, fault, liability, or damage to the Class Representatives, the Settlement Class Members, and the CTSCA; and deny that they acted improperly or wrongfully in any way. They nevertheless recognize the burden and time required to defend the Lawsuit through trial and have taken this into account in agreeing to this Settlement.

7. LEGAL EFFECT OF THE SETTLEMENT (RELEASE OF CLAIMS).

The Settlement provides for a release of claims against the CTSCA, the Additional Settling Parties, and others. If the Settlement is approved by the Court, the plaintiffs in the Lawsuit and each Settlement Class Member (except those who have excluded themselves from the Settlement Class under Section 10) will release the CTSCA and the Additional Settling Parties, and related persons and entities, from all causes of action related to or arising out of all claims asserted or that could have been asserted in the Lawsuit.

Please refer to the August 2022 Settlement Agreement at www.ctsreceivership.com for the specific terms of the releases.

If I do not exclude myself, can I sue the CTSCA and the Additional Settling Parties for the same thing later?

No. Unless you exclude yourself, you will be bound by the Court's judgment approving the Settlement, and you give up the right to sue the CTSCA and the Additional Settling Parties for the claims that this Settlement resolves. If you have a pending lawsuit, you must exclude yourself from this class to continue your own lawsuit.

If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, you cannot receive any payments, but you retain the right to bring, maintain, or be part of a different lawsuit against the CTSCA and the Additional Settling Parties.

8. CLASS SETTLEMENT OF CLAIMS AGAINST THE CTSCA AND BAR ORDER.

In addition to the settlement between the Settlement Class Members and the CTSCA and the Additional Settling Parties, the Receiver is also entering into a settlement with the Settlement Class Members and the Additional Settling Parties, which will be separately addressed by the Court. This settlement will include a bar order (the "Bar Order") which will prevent persons from filing or prosecuting any claims against the CTSCA, the Additional Settling Parties or the Settlement Class Members that arise from or relate to, directly or indirectly, the CTS Collapse. In other words, if you submit an Opt Out, the Bar Order may apply to you, and you may not retain the right to bring, maintain, or be part of a different lawsuit against the CTSCA, the Settling Parties, and/or the Settlement Class Members. The Bar Order that will be entered in connection with this Settlement is substantially in form of the Bar Order approved as a part of the June 2022 Settlement, but it additionally bars claims against the Settling Parties, excluding certain claims by residents and invitees preserved by the Allocation August 2022 Settlement Agreement between the Receiver on behalf of the CTSCA, the unit owners, and the personal injury and wrongful death class, approved by the Court pursuant to the Final Bar Order dated April 6, 2022.

9. THE CLAIMS PROCESS.

The Claim Process has closed in this Lawsuit. This Settlement will not reopen the Claims Process. The funds from this Settlement will supplement and be added to the June 2022 Settlement Fund.

To review the entire claims protocol from the June 2022 Settlement, any updates to the protocol, and the claim forms, please go to www.ctsreceivership.com.

IF YOU PARTICIPATED IN THE CLAIMS PROCESS, ALL AWARD DETERMINATIONS AND ALLOCATIONS BY THE COURT ARE AND REMAIN FINAL AND NOT APPEALABLE.

10. OPTING OUT OF THE CLASS.

If you would like to exclude yourself from the Settlement, you must submit a written opt out request, called an “Opt Out.” The Opt Out must include: (i) your full legal name, current address, and telephone number; (ii) a copy of your driver’s license or other government issued identification; (iii) a prominent reference to this case, such as “*In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-015089-CA-01 (Fla. 11th Cir. Ct.)”; and (iv) a signed statement to this effect: “I request to be excluded from the Settlement Class as to the August 2022 Settlement Agreement in the CTS lawsuit.”

You must either submit the Opt Out yourself or have an authorized representative, such as a lawyer, submit it on your behalf. Even if you submit the Opt Out through an authorized representative, you must sign and date it by hand; electronic signatures will not suffice. If an authorized representative, such as a lawyer, submits the Opt Out on your behalf, the representative must also sign and date the Opt Out and must include the following attestation under penalty of perjury: “I certify and attest to the Court that the person or entity on whose behalf this Opt Out request is submitted has been provided a copy of and an opportunity to read the Class Notice, and has specifically requested to be excluded from this Settlement Class.”

Opt Outs must be submitted **by August __, 2022**. To submit an Opt Out, you or your authorized representative must mail the Opt Out and email a copy of the Opt Out to the following:

OPT OUT SUBMISSION PROCEDURE	
Mail To: <i>Postmarked by August __, 2022</i>	In re: CTS Collapse Litigation Claims Administrator Hon. Judge Michael A. Hanzman Thirteenth Judicial Circuit Dade County Courthouse, Room DCC416 73 West Flagler Street Miami, FL 33130
Email Copy To: <i>Delivered by August __, 2022</i>	Hon. Michael Hanzman (mhanzman@jud11.flcourts.org) Michael Goldberg (michael.goldberg@akerman.com) Christopher Carver (christopher.carver@akerman.com) Harley Tropin (hst@kttlaw.com) Rachel Furst (rwf@grossmanroth.com)

If you choose to submit an Opt Out, the mailed Opt Out must be postmarked by August __, 2022, and the emailed copy of the Opt Out must be **delivered** by August __, 2022.

If you submit an Opt Out, you will not receive money from this Settlement, but you will keep your legal rights to any claims that you may have against the Settling Parties. If you do not exclude yourself, you will be bound by the Court's judgment and the terms of the Settlement, including all releases.

11. OBJECTING TO THE SETTLEMENT.

If you choose not to exclude yourself from the Settlement, but you think the proposed Settlement is unfair, you have the right to object to the Settlement. This is different than opting out.

No later than August __, 2022, a Settlement Class Member who wishes to object to any aspect of the Settlement must file with the Court a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention. That written statement also must contain the Settlement Class Member's printed name, address, telephone number, date of birth, written evidence establishing that the objector is a Settlement Class Member, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection.

A Settlement Class Member who has not submitted an Opt Out may object on his or her own behalf or through a lawyer. Attorneys asserting objections on behalf of Settlement Class Members must: (i) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct; and (ii) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed in camera) between that lawyer and each such Settlement Class Member.

No later than **August __, 2022**, written objections must be (a) filed with the Court and (b) emailed to Class Counsel and the Receiver at the email addresses below:

To the Court:	In re: CTS Collapse Litigation Claims Case No. 2021-015089-CA-01 Hon. Judge Michael A. Hanzman Thirteenth Judicial Circuit Dade County Courthouse, Room DCC416 73 West Flagler Street Miami, FL 33130
To Class Counsel:	Kozyak Tropin & Throckmorton LLP Attention: Harley S. Tropin hst@kttlaw.com Grossman Roth Yaffa Cohen, P.A. Attention: Rachel W. Furst rwf@grossmanroth.com

To CTSCA or the Receiver:	Akerman LLP Attention: Michael Goldberg michael.goldberg@akerman.com Attention: Christopher Carver christopher.carver@akerman.com
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Class Counsel and the Receiver will ensure that all objections are promptly delivered to the lawyers for the Additional Settling Parties.

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court, to otherwise contest the approval of the proposed Settlement, and to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will also be deemed to have forfeited all rights you may have to object to the Settlement.

12. THE FAIRNESS HEARING.

The Court has scheduled a fairness hearing on August ___, 2022, at 9:00 a.m. in Courtroom 9-1 of the Miami-Dade Children’s Courthouse, located at 155 NW 3rd St, Miami, Florida 33128 (the “Fairness Hearing”). The Fairness Hearing will address whether the proposed Settlement is fair, reasonable, and adequate and whether the Court should approve it. **The Fairness Hearing date is subject to change. If the Fairness Hearing date or time changes, the new date or time will be posted at www.ctsreceivership.com.**

You may attend the Fairness Hearing. If you intend to appear personally or through your lawyer at the Fairness Hearing and address the Court, you must include a notice of intent to appear along with your objection and file it with the Court, as described above. If the Settlement is approved, the funds will supplement and be added to the Common Fund created by the June 2022 Settlement to make cash payments to the Settlement Class Members who are awarded damages through the Court ordered claims procedure. If the Settlement is not approved, no supplement to the Common Fund created by the June 2022 Settlement will occur.

13. WHO IS RESPONSIBLE FOR ATTORNEYS’ FEES AND COSTS?

Class Counsel and the Plaintiffs’ Steering Committee have asked the Court for an award of reasonable attorneys’ fees and costs based on their hours worked, their hourly rates, and an appropriate multiplier. The Court has not ruled on this application for fees but any such award would be paid from the Settlement Fund. Class Counsel’s application for attorneys’ fees or expenses was filed on June 12, 2022; the deadline for all applications for attorneys’ fees or expenses was July 27, 2022. The filed fees and costs applications are available at www.ctsreceivership.com.

Other than making their payments into the Settlement Fund, the CTSCA and the Additional Settling Parties have no duty to pay or reimburse any other payments, including any fees, expenses, or costs requested by any Settlement Class Member or their attorneys, experts, advisors, or representatives.

14. ADDITIONAL INFORMATION.

This notice is a summary of the Lawsuit and the proposed Settlement. You may inspect the pleadings and other papers (including the complete August 2022 Settlement Agreement) in the Lawsuit at the offices of the Clerk of the Court, 73 W. Flagler Street, Room 133, Miami, Florida 33130. If you have any questions about this notice or the proposed Settlement, you may visit www.ctsreceivership.com or contact Class Counsel using the contact information in Section 4.

DO NOT CONTACT THE COURT OR THE ADDITIONAL SETTling PARTIES' COUNSEL FOR INFORMATION.

REMINDER
THE OPT OUT DEADLINE IS AUGUST __, 2022

EXHIBIT F
FORM OF RECEIVERSHIP BAR ORDER

[attached]

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 AGAINST THE CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC., AND THE ADDITIONAL SETTLING PARTIES IN THE *IN RE: CHAMPLAIN TOWERS SOUTH COLLAPSE LITIGATION* AND (II) ALL OTHER CLAIMS ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY 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* (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 were fair, reasonable, adequate, and in the best interests of the June 2022 Settlement Class.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**”). On August ___, 2022, pursuant to the June 2022 Settlement Agreement, the Court entered a *Receivership Bar Order*. [INSERT DISCUSSION OF MODIFICATION AS APPROPRIATE].

After consummation of the June 2022 Class Action Settlement, Class Counsel continued to negotiate a settlement with the CTSCA and with Central Alarm Control, Inc., Infinite Aqua, LLC, and Premier Fire Alarms and Integration System, Installation Division, Inc. (each an

¹ Capitalized terms used in this Order and not defined herein shall have the meanings ascribed to them in the August 2022 Settlement Agreement.

“Additional Settling Party” and, collectively, the “Additional Settling Parties”), which had been identified by Class Counsel as potentially responsible, in whole or in part, for the CTS Collapse.

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 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 August 2022 Settlement Agreement were fair, reasonable, adequate, and in the best interests of the August 2022 Settlement Class, and whether final orders and judgments in accordance with the terms of the August 2022 Settlement Agreement should be entered.

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**”).

Pursuant to the June 2022 Settlement Agreement and by way of the Motion, the Receiver now requests entry of this bar order (the “**Bar Order**”) to the express benefit of the CTSCA and Additional Settling Parties and permanently barring, restraining, and enjoining all persons or entities 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. Having done so, in addition to the findings of fact and conclusions of law made by the Court in 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 August 2022 Settlement Agreement (the “Settlement Agreement”), 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. App'x 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 August 2022 Preliminary Approval Order (the "Preliminary Approval Order"), good and sufficient notice, reasonably calculated under the circumstances, was provided to notify all affected persons and parties-in-interest of the Motion, the Settlement Agreement, 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 Hearing, and of their opportunity to appear and be heard at the Final Approval Hearing concerning these matters.

3. Accordingly, all affected parties were furnished a full and fair opportunity to object to the Motion, the Settlement Agreement, the Bar Order, and all matters related thereto, and to be heard at the Final Approval Hearing. The notice 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 August 2022 Settlement Agreement is the product of extensive good faith negotiations by competent, experienced, and conflict free counsel, undertaken at arm's length, and not collusive. The August 2022 Settlement Agreement is unquestionably in the best interests of the Receivership Estate, and the Receiver's decision to enter into the August 2022 Settlement Agreement 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 reasons, 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, Additional Settling 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 Settlement 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 August 2022 Settlement Agreement is a prudent exercise of business judgment by the Receiver;

(ii) the August 2022 Settlement Agreement is 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 August 2022 Preliminary Approval Order, 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 Sections 5.1.2, 5.3.3 & 5.8.2 of the August 2022 Settlement Agreement and 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 August 2022 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 Settlement 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 relating, directly or indirectly, to Champlain Towers South, the CTS Collapse, or the Settlement Agreement, to the broadest extent permitted by law, *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 and/or any claims against a Resident, Invitee, landlord, host and/or Unit Owner’s respective direct insurers, 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 other claims by a Resident, Invitee, landlord, host and/or Unit Owner against all persons or entities, are Barred Claims.

d. **“Beneficiaries”**: (i) the CTSCA, (ii) the Receiver, (iii) the Receivership Estate, (iv) the Parties, (v) the Released Parties, (vi) the Settlement 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, action, or the Litigation, 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, but not limited to, the Additional 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

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

**[DRAFT] ORDER GRANTING CLASS PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF ADDITIONAL CLASS ACTION SETTLEMENT AND
CERTIFICATION OF SETTLEMENT CLASS**

This cause is before the Court upon Class Plaintiffs' Motion for Preliminary Approval of Additional Class Action Settlement and for Certification Settlement Class ("Motion for Preliminary Approval of Additional Settlement"). In accordance with Rule 1.220 of the Florida Rules of Civil Procedure, the Court has considered the In re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement ("August 2022 Settlement Agreement")¹ executed on behalf of Plaintiffs Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leon and Lorenzo de Oliveira Leone; Kevin Spiegel as personal representative of the Estate of Judith Spiegel; Kevin Fang as personal representative of the Estate of Stacie Fang; Raysa Rodriguez; and Steve Rosenthal, individually and on behalf of the class defined below (collectively, the "Class Plaintiffs") and the Defendant Champlain Towers South Condominium Association, Inc. ("CTSCA"), Central Alarm Control, Inc. ("Central"), Infinite Aqua, LLC ("Infinite Aqua"), and Premier Fire Alarms and Integration System, Installation Division, Inc. (Central, Infinite Aqua, and Premier are the "Additional Settling Parties" and, with Plaintiffs and the CTSCA, collectively the "Parties").

¹ Capitalized terms used in this Order and not defined herein shall have the meanings ascribed to them in the August 2022 Settlement Agreement, as applicable.

In addition to the class action proceedings in this action, the Court also instituted a receivership proceeding within this action, appointing Michael I. Goldberg as the Receiver for the CTSCA, on July 2, 2021. The Receiver is a party to the August 2022 Settlement Agreement and, through this Order, the Court separately authorizes the Receiver's execution of the August 2022 Settlement Agreement on behalf of the CTSCA.

Previously, on June 24, 2022, the Court finally approved the *In re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement*, which was attached to the May 2022 Preliminary Approval motion as Exhibit A ("the June 2022 Settlement Agreement") and certified a settlement class (the "June Settlement Class"). The June 2022 Settlement Agreement resolved the claims between the Class Plaintiffs and the CTSCA and other parties to the litigation and non-party targets, pursuant to which an approximately \$1,021,000,000 settlement fund was created. No Class Member objected to or opted-out of the June 2022 Settlement and the appeal period of the June 24, 2022, Final Order (the "June 2022 Final Order") has run and that order is final. This additional "August 2022 Settlement" will have the effect of supplementing the existing settlement fund with approximately \$53 million. These additional funds will be used to further compensate members of the Settlement Class for their injuries, pursuant to the claims process already approved by the Court and underway.

Upon review of the August 2022 Settlement Agreement and Class Plaintiffs' Motion for Preliminary Approval of Additional Settlement, the Motion for Preliminary Approval of Additional Settlement is hereby **GRANTED**.

1. The terms of the August 2022 Settlement Agreement are within the range of reasonableness and accordingly are preliminarily approved. In addition, this Court finds that certification of the August Settlement Class satisfies the requirements of Florida Rule of Civil Procedure 1.220, and Class Counsel and the August Settlement Class Representatives fairly and

adequately represent the interests of the August Settlement Class. This preliminary approval is subject to further consideration at the Final Approval Hearing.

2. For the reasons set forth below, subject to final approval, this Court hereby preliminarily certifies the following August Settlement Class:

all (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons that died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, (e) persons or entities that 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.

3. Excluded from the August Settlement Class is any Unit Owner, Resident, Invitee, Representative Claimant, Derivative Claimant, or other person or entity otherwise included in the August Settlement Class, who timely and properly exercises the right to exclude himself, herself, or itself from the August Settlement Class

4. As it did for the June Settlement Class, the Court hereby re-appoints 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 as Settlement Class Counsel.

5. The Court finds that, for purposes of this agreed settlement class only, the class certification prerequisites set forth in Florida Rule of Civil Procedure 1.220 have been met for the purpose of the certification of a settlement class. By so doing, the Court does not take a position as to whether the class is appropriate for class certification in the event that the settlement does not become final and the issue of class certification is contested. This finding is without prejudice to the Settling Parties’ right to contest class certification if this Settlement does not become final.

6. At the Final Approval Hearing, the Court will consider whether the terms of the August 2022 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the August Settlement Class, and whether final orders and judgments in accordance with the terms of the August 2022 Settlement Agreement should be entered.

7. The Court preliminarily finds that the August 2022 Settlement Agreement: (1) was reached after arm’s-length negotiations, and after substantial factual and legal analyses by the

parties; and (2) provides a substantial cash payment to the August Settlement Class, especially considering the risks associated with this litigation.

8. The Court approves, as to form and content, the Notice submitted by the parties (the “Notice”) and finds that the procedures described therein meet the requirements of Florida Rule of Civil Procedure 1.220 and due process and provide the best notice practicable under the circumstances. The proposed Class Notice is reasonably calculated to reach a substantial percentage, if not all, of the Class Members. The Receiver, Michael I. Goldberg, shall continue to act as the Settlement Administrator, as he is presently doing in connection with the June 2022 Settlement.

9. Specifically, service or publication of the Notice in accordance with the manner and method set forth in Article 7 of the August 2022 Settlement Agreement constitutes good and sufficient notice, and is reasonably calculated under the circumstances to notify all interested parties of the Motion for Preliminary Approval of Additional Settlement, the August 2022 Settlement Agreement, August 2022 Settlement Class Release, and the proposed Bar Order, and of their opportunity to object thereto and attend the Final Approval Hearing (defined below) concerning these matters; furnishes all parties in interest a full and fair opportunity to evaluate the settlement and object to the Motion for Preliminary Approval of Additional Settlement, the August 2022 Settlement Agreement, August 2022 Settlement Class Release, the proposed Bar Order, and all matters related thereto; and complies with all requirements of applicable law, including, without limitation, the Florida Rules of Civil Procedure, the Court’s local rules, and the Constitution. The Receiver and/or Class Counsel (as appropriate) are directed to file with this Court, no later than 5 days before the Final Approval Hearing (defined below), written evidence of compliance with the notice requirements of this paragraph, which may be in the form of an affidavit or declaration.

11. **Final Hearing.** The Court will schedule a hearing for _____, at __:00 p.m. in Courtroom 9-1 of the Miami-Dade Children’s Courthouse, located at 155 NW 3rd St,

Miami, Florida 33128 (the “**Final Approval Hearing**”). A Zoom link will be circulated before the Final Approval Hearing for use by those who may not wish to attend the Final Approval Hearing in person. The purposes of the Final Approval Hearing will be to consider final approval of the August 2022 Settlement Agreement and entry of a Final Approval Order, as well as an additional Receivership Bar Order.

12. Objection Deadline, Objections, and Appearances at the Final Approval Hearing.

Any person who objects to the terms of the August 2022 Settlement Agreement, the Bar Order, the Motion for Preliminary Approval of Additional Settlement, or any of the relief related to any of the foregoing must file an objection, in writing, with the Court pursuant to the Court’s procedures, no later than August __, 2022. The written statement of objection(s) must include a detailed statement of the Settlement Class Member’s objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court’s attention. That written statement also must contain the August Settlement Class Member’s printed name, address, telephone number, and date of birth, written evidence establishing that the objector is an August Settlement Class Member, and any other supporting papers, materials, or briefs the August Settlement Class Member wishes the Court to consider when reviewing the objection. A written objection may not be signed using any form of electronic signature and must contain the dated Personal Signature of the August Settlement Class Member making the objection.

An August Settlement Class Member may object on his, her or their own behalf, or through an attorney hired by that August Settlement Class Member, provided the August Settlement Class Member has not submitted a written request to Opt Out. Attorneys asserting objections on behalf of an August Settlement Class Members must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct; (b) file

a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed in camera) between that attorney and each such August Settlement Class Member; and (c) comply with the procedures described in Article 7 of the August Settlement Agreement.

Written objections must be filed with the Court and served upon Class Counsel, the Receiver, and the Additional Settling Parties via email and First-Class Mail at the addresses and delivered no later than August __, 2022, as follows.

To the Court:	In re: CTS Collapse Litigation Claims Case No. 2021-015089-CA-01 Hon. Judge Michael A. Hanzman Thirteenth Judicial Circuit Dade County Courthouse, Room DCC416 73 West Flagler Street Miami, FL 33130
To Class Counsel:	Kozyak Tropin & Throckmorton LLP Attention: Harley S. Tropin hst@kttlaw.com Grossman Roth Yaffa Cohen, P.A. Attention: Rachel W. Furst rwf@grossmanroth.com
To CTSCA or the Receiver:	Akerman LLP Attention: Michael Goldberg michael.goldberg@akerman.com Attention: Christopher Carver christopher.carver@akerman.com

To Premier:	<p>Daniels Rodriguez Berkeley Daniels & Cruz, P.A. Attention: Neil P Robertson 4000 Ponce de Leon Blvd., Suite 800 Coral Gables, FL 33146 Tel: (305) 448-7988 nrobertson@drbdc-law.com</p> <p>and</p> <p>Diana Sun, Esq. Hicks, Porter, Ebenfeld & Stein, P.A. 799 Brickell Plaza – Suite 900 Miami, FL 33131 Tel: (305) 374-8171 dsun@mhickslaw.com</p>
To Central:	<p>Russell Jones 13973 SW 140 Street Miami, FL 33186 russell@alarmandelectronics.com</p>
To Infinite Aqua:	<p>Ramsey D. Gyer 816 SW 13th Avenue Cape Coral, FL 33991 trey@infiniteaq.com</p>

Any person who fails to file an objection by the time and in the manner set forth in this paragraph shall be deemed to have waived the right to object, including any right to appeal, and the right to appear at the Final Approval Hearing, and such person shall be forever barred from raising such objection in this action or any other action or proceeding, subject to the discretion of this Court.

13. **Responses to Objections.** Any party to the August 2022 Settlement Agreement may respond to an objection filed pursuant to this Order. To the extent any person filing an objection cannot be served through the Court’s electronic system, a response must be served to the email address provided by that objector, or, if no email address is provided, to the mailing address provided.

14. **Right to Opt-Out:** August Settlement Class Members will also have until August __, 2022 to opt out of the Settlement. August Settlement Class Members who opt out of the August Settlement Class will not be eligible for any settlement benefits and will not be bound by any judgment or release in the Action. If August Settlement Class Members want to exclude themselves from the August Settlement Class, they must submit a written opt-out request (“Opt-Out”) electronic mail and U.S. Mail to the addresses listed in Section 12 above that includes: (i) their full legal name, current address, telephone number, date of birth, and enclose a copy of their driver’s license or other government issued identification, as well as an explanation as to how they are in fact an appropriate Settlement Class Member (ii) a prominent reference to this Action as follows: “*In Re: Champlain Towers South Collapse Litigation* (Case No.: 2021-015089-CA-01) (Fla. 11th Jud. Cir.); and (iii) a signed statement to the following effect: “I request to be excluded from the Settlement Class in the *CTS* lawsuit.”

15. A separate opt-out request must be submitted by each person requesting exclusion from the Settlement. A written request to opt out may not be signed using any form of electronic signature but must contain the dated Personal Signature of the Unit Owner, Invitee, Resident, Representative Claimant, or Derivative Claimant seeking to exclude himself or herself from the Settlement Class. Attorneys for Settlement Class Members may submit an Opt-Out on behalf of a Settlement Class Member, but such request must contain the Personal Signature of the Settlement Class Member.

16. Opt-out requests must be delivered to the same addresses listed in Section 12 above by August __, 2022. If a Class Member chooses to opt out, the Class Member is responsible for ensuring that the request is delivered to the following address by the deadline. If the opt-out request is not timely delivered, the right to opt out will be waived and forfeited. Class Members who opt out of the August Settlement Class will not be eligible for any August settlement benefits and will

not be bound by any judgment or release provided for in the August Settlement Agreement, but will still be bound by the judgments and releases that are already binding and effective as a result of the June 2022 Settlement Agreement and June Final Order. Nothing in this Order shall impact the terms or effectiveness of the June Final Order and June 2022 Settlement Agreement.

17. A Class Member who does not properly and timely exclude himself, herself, or itself from the August Settlement Class will be bound by the August 2022 Settlement Agreement and the Releases, as provided for therein, and by any judgments in this action.

18. **Settlement of Claims Against the CTSCA and the Bar Order** In addition to the settlement between the Class and the August Additional Settling Parties and the CTSCA set forth in the August 2022 Settlement Agreement, the Receiver also entered into a settlement with the Additional Settling Parties, which will be separately addressed by the Court in the Receivership Proceeding part of the Action. The Receiver's settlement with the Additional Settling Parties includes a "Bar Order," which will prevent any and all persons from filing or prosecuting any claims against the Additional Settling Parties that arise from or are related to, directly or indirectly, the CTS Collapse. As a result of the Bar Order, a person submitting an Opt-Out and excluding him/her/or itself from the Settlement Class as to the August 2022 Settlement Agreement may not be able to assert a claim outside of the Class because the Bar Order may prevent such person from prosecuting any and all claims against the Additional Settling Parties.

19. **Adjustments Concerning Hearing and Deadlines.** The date, time, and place for the Final Approval Hearing, and the deadlines and other requirements in this Order, shall be subject to adjournment, modification, or cancellation by the Court without further notice other than that which may be posted by means of the Court's electronic system or on the Receiver's website (<https://ctsreceivership.com/>). If no objections are timely filed or if the objections are resolved

before the hearing, the Court may cancel the Final Approval Hearing and enter the Final Approval Order and Bar Order without further hearing or notice.

20. The Court retains jurisdiction to consider all further matters relating to the Motion for Preliminary Approval of Additional Settlement and the August 2022 Settlement Agreement, including, without limitation, entry of an Order finally approving the August 2022 Settlement Agreement.

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

MICHAEL HANZMAN
CIRCUIT COURT JUDGE