

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

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

In re:

Champlain Towers South Collapse Litigation.

**RECEIVER'S INTERIM APPLICATION FOR ALLOWANCE
AND PAYMENT OF FEES AND REIMBURSEMENT
OF EXPENSES OF JULY 2, 2021 THROUGH AUGUST 15, 2022¹**

Michael I. Goldberg, the court-appointed receiver (the "Receiver") for the Champlain Towers South Condominium Association, Inc. (the "Association" or "CTSCA"), hereby files his application (the "Application") for allowance and payment of fees and reimbursement of expenses incurred by Akerman LLP ("Akerman"), Berger Singerman LLP ("Berger Singerman") and Boyle Leonard & Anderson, PA ("BL&A") (collectively, the "Applicants") for the period of July 2, 2021 through August 15, 2022 (the "Application Period"). In support of the Application, the Receiver states as follows:

Introductory Statement

At 1:22 a.m. on June 24, 2021, the Champlain Towers South Condominium collapsed, killing 98 innocent people in what was to become one of the deadliest structural building failures in American history.² The impact of the collapse on our community cannot be overstated. Countless lives have been forever devastated and our community as a whole is still in shock. Although Champlain Towers South sat on just under two acres in the Town of Surfside, the

¹ The Receiver still has to handle some significant administrative matters in this case such as making distributions, filing a final tax return and "closing" the case. It is expected that he will file a much smaller final fee application for fees and expenses incurred after August 15, 2022 at the conclusion of the case.

² <https://www.nytimes.com/2021/06/24/us/miami-surfside-building-collapse.html> Last visited 8.25.22

tragic consequences of the collapse have been felt around the world as many of the victims were from other countries and the collapse received worldwide media attention. The Champlain Towers South collapse is perhaps the largest single tragedy in our community's history.

Dozens of lawsuits were filed in the days following the collapse, all naming CTSCA as a defendant, and alleging that it was negligent in maintaining the condominium. One week later, on July 2, 2021, in the midst of the chaos, the Court appointed Michael I. Goldberg as the Receiver for the CTSCA. The Receiver is incredibly honored at the trust placed in him by the Court in handling such an important matter affecting this community. The Receiver is grateful to all of the professionals that have assisted him in this matter and is especially grateful for the relationship he has forged with so many of the victims and their families he has met over the past year. The Receiver cannot fully express how personally impacted he is by this case and knows that the Court and Retired Judge Colby who recently sat through dozens of hearings with the victims uniquely understand the emotional impact of this case.

Following his appointment, the Receiver quickly assembled a team of professionals to represent him, including Akerman, LLP (the Receiver's own law firm), Berger Singerman and BL&A.³ In short, the Receiver believes each of these firms were the best possible firms to represent him in the matters for which they were engaged and handled this matter with skill, responsiveness—and most importantly with compassion for the victims. The Receiver is forever indebted to his entire team for he well knows that the results in this case could not have been accomplished without them. The Receiver especially wants to acknowledge his Akerman colleagues Kimberly Smiley, Christopher Carver, Brenda Radmacher, Andrew Gold, Jennifer Glasser, Megan Deleon, Andrew Wamsley, Eric Rapkin, Cheryl Cotler and Suzie Miller (and others) for their continued and tireless work and dedication to this matter over the past year. The

³ When used herein, the term "Receiver" also includes his professionals.

Receiver also wants to thank Paul Singerman and Jordi Guso of Berger Singerman for their sage counsel and friendship and for always being there when needed as well as Anthony Carriuolo, Paul Avron and Kerry Burns who assisted on this matter. Finally, the Receiver wants to thank Mark Boyle and Amanda Anderson of BL&A for all of their great counsel on insurance coverage and related issues which greatly benefitted the victims in this case.

The Receiver cannot emphasize enough that the tremendous results in this case have been (and only could have been) achieved by a team effort involving not only his own professionals, but also the amazing efforts of the entire Plaintiffs' legal team; outstanding defense and insurance counsel; Mr. Bruce Greer who is by far the best mediator the Receiver has ever worked with; and of course, the Honorable Judge Hanzman for his wisdom and guidance.

The Receiver would also be remiss if he did not mention the amazing collaboration throughout this entire process of Miami-Dade County specifically including the Mayor and her executive team, the fine men and women of the Miami Dade Police Department; the Miami Dade County Attorney's office; the Miami Dade State Attorney and the other numerous governmental employees (including FDOT) who have worked tirelessly for the victims in this case. Without their efforts, the incredible results in this case could never have been achieved.

The Receiver and his professionals have worked tirelessly since his appointment towards the betterment of all victims—including unit owners, guests and their family members affected by this tragedy. In little over one year, the Receiver and his team have been significantly involved in handled virtually every administrative matter in this case including, but not limited to: working hand in hand with Plaintiffs' counsel in resolving all litigation; successfully terminating the Association (a condition precedent to the sale of real property); closing on the sale of the real property; distributing relief funds to victims; coordinating efforts with local, state

and federal governmental agencies; handling the return of personal property to victims and their heirs; negotiating inspection protocols and working with experts to coordinate testing; overseeing the Association's finances; overseeing the management of the real property; handling 136 separate real estate closings and commencing the distribution of proceeds to unit owners; and generally carrying out all of court directives in an effort to facilitate the smooth administration of this case.

For payment of all of his professionals (and as more fully set forth on the submitted time records), the Receiver respectfully requests an award of total fees and reimbursement of total expenses as follows:

APPLICANT	HOURS	BLENDED HOURLY RATE	FEES	EXPENSES	TOTAL
Akerman LLP	8522.6	\$495.65	\$3,344,834.78 ⁴	\$127,103.57	\$3,471,938.35
Berger Singerman	1385.1	\$581.93	\$643,791.63 ⁵	\$7,153.67	\$650,945.30
BL&A	1921.6	\$455.04	\$874,404.00	\$0.00	\$874,404.00
Subtotal	11829.3	\$510.87	\$4,863,030.41	\$134,257.24	
TOTAL					\$4,997,287.65

As set forth in great detail below, the Receiver believes the foregoing fee request is reasonable and justified. Time incurred by the Receiver for his personal efforts is being billed at \$475 per hour -- half of his regular hourly rate. This resulted in a reduction of fees in the amount of \$659,822.50. The Receiver set this rate at the beginning of the case when it appeared that victim recoveries would be significantly less than what has been actually achieved. Importantly, it bears noting that the Receiver and his professionals are only seeking to be paid on an hourly

⁴ This amount reflects partial payment received in the amount of \$879,382.22 from PIIC.

⁵ This amount reflects partial payment received in the amount of \$162,242.87 from PIIC.

basis and are not seeking any multipliers or bonuses and that the blended hourly rate being sought is slightly over \$500 per hour.

I. Background Information

The Receivership Order instructed and authorized the Receiver to, amongst other things, marshal and safeguard assets for the protection and benefit of victims. Receivership Order, ¶ 1. The Receivership Order also authorized the Receiver to appoint legal counsel as the Receiver deemed necessary and to fix and pay their reasonable compensation and reasonable expenses, commensurate with their duties and obligations under the circumstances, and subject to approval by the Court. *Id.* As further detailed herein, the Receiver retained Applicants to assist him with the efficient administration of the receivership estate.

II. Information about Applicants and the Application

In support of this Application, the Receiver states as follows:

- (a) Time period covered by the Application:** 6/24/2021 – 8/15/2022
- (b) Date of Receiver’s appointment:** July 2, 2021
- (c) Date services commenced:** June 24, 2021
- (d) Names and rates of all professionals:** See Exhibit A⁶
- (e) Interim or Final Application:** Interim
- (f) Records supporting fee application:** Due to the confidential nature of the

contents of certain time entries pertaining to victims of the collapse and work product, time records, sorted by professional for the time period covered by this Application, and then in chronological order, including a summary and breakdown of the requested reimbursement of expenses, will be provided to the Court for an *in camera* inspection.

⁶ A fee schedule reflecting the names and hourly rates of professionals and paraprofessionals and the total amount billed for each professional and paraprofessional is attached hereto and incorporated herein as **Composite Exhibit A**.

III. The Professionals⁷

A. Akerman LLP

The Receiver is a partner at the law firm of Akerman, is the founding member of Akerman's Fraud & Recovery Practice Group—a practice group that specializes in receiverships and aiding victims of financial and other tragedies. The Receiver has practiced law for over thirty two years and specializes in complex receivership and bankruptcy cases. The Receiver has been appointed receiver and/or trustee in dozens of state and federal cases and has represented receivers and trustees in many other cases. The Receiver has served as a fiduciary in some of the largest receiverships and bankruptcies in South Florida and the country including the Rothstein Rosenfeldt & Adler bankruptcy, the Jay Peak receivership, the Woodbridge Group of Companies bankruptcy and the Worldwide Entertainment receivership to name a few. The Receiver is working with a team of attorneys and paralegals at Akerman to administer this case. Since Akerman employs more than 750 lawyers and government affairs professionals through a network of 24 offices, the Receiver has immediate access to professionals who were necessary to represent the Receiver in this case in practice areas such as construction litigation, class action litigation, real estate, zoning and other pertinent matters required to administer this case.

1. General Services

The Receiver and Akerman seek payment of fees in the sum of \$1,726,539.00 and reimbursement of expenses in the sum of \$27,827.17 for a total of \$1,754,366.17 for general services provided to the Receivership Estate.⁸

a) Oversight of the Real Property

Immediately upon his appointment, the Receiver was vested with legal title to the real

⁷ The following does not include every matter the Receiver and his team have worked on, but only provides a summary of some of the major activities.

⁸ Again, this sum is based on the Receiver billing his time at half of his regular rate.

property where the Champlain Tower collapsed. As the legal “owner” of the property, the Receiver was responsible for handling a myriad of issues related to the property. From July through October of 2021, the property remained in the possession of the various governmental agencies responsible for search and recovery efforts as well as removing the debris. The Miami Dade Police Department ("MDPD") was the primary agency in charge. The Receiver held numerous conferences with the MDPD, the Mayor and her executive team and the Miami Dade County lawyers with respect to the property, the removal of debris and the eventual turnover of the real property to the Receiver.

In October, 2021, the Receiver was given full possession of the property when the Miami Dade Police Department completed the removal of all debris. The Receiver coordinated the turnover with the police which required the Receiver to work with MDPD in having a fence installed around the property to keep it secure and procured liability insurance for the property.

Due to the void in the subfloor of the property caused by the collapse, the eastern most lane of Collins Avenue was not deemed safe enough for vehicular traffic based on the fear that the western wall of the property would cave in causing additional damage and injury. Accordingly, the Receiver worked with MDPD and engineers to come up with an acceptable plan to secure the wall. A plan was developed to install braces along the western wall of the site and close down the eastern land of Collins Avenue. Implementation of this plan required the Receiver to work with MDPD and FDOT to obtain the necessary permits to put barricades on Collins Avenue and braces along the western wall of the site. The Receiver continued to monitor this issue throughout the case.

To secure the property, the Receiver negotiated a contract for 24 hour security at the site along with arranging for the installation of video cameras all around the site. This required the

Receiver to obtain the necessary permits to have new electrical wiring run to the site. The Receiver also arranged for Wi-Fi on the site so that the security cameras would be functional and the security guards and engineers would be able to access emails and their computer systems. The Receiver continued to work with the security company throughout the time he owned the site to make sure that the property remained fully secure.

The Receiver also had to prepare the site for the numerous engineers that all parties in interest needed to conduct tests on the site. To that end, the Receiver and his team entered into contracts for air conditioned trailers, Porta-Potty's and wash stations. Importantly, the Receiver also entered into dewatering contracts to make sure the site remained dry so testing could commence and continue throughout the entire case. The Receiver regularly dealt with these various contractors and visited the site to insure that it remained in an acceptable state for the engineers to properly conduct their work.

b) Personal Property Recovery.

An important issue for many of the families affected by this horrible tragedy was recovering some of their property from the pile of rubble resulting from both the collapse and implosion. To that end, the Receiver worked closely with MDPD in formulating a procedure whereby MDPD would have a system in place to attempt to get recovered property to its rightful owner or decedent's heir. To that end, the Receiver toured the rubble piles several times with MDPD and he and his professionals designed and implemented a website for victims to review and claim recovered items. The Receiver has also worked very closely with MDPD in connection with its efforts in decontaminating recovered personal property. This process has been very time consuming and is still underway. Again, MDPD has worked night and day on this matter. The Receiver hopes the distribution of personal property will be completed by year's

end.

c) Cash Recovery.

Approximately \$831,000 in U.S. currency was recovered at the site. This currency was deemed contaminated. The Receiver worked closely with MDPD to come up with a plan to replace the currency by sending it to the United States Bureau of Engraving and Printing to be replaced. The Receiver received replacement currency which he currently holds in trust pending further order of the Court. The Receiver intends to raise the issue and provide recommendations to the Court on the proper method to disburse the cash in September.

d) Coordinating Efforts with NIST.

The National Institute of Safety & Testing ("NIST") plays a vital role in investigating this collapse and determining the reasons why the Champlain Tower South Condominium collapsed. In fact, NIST's conclusions will be deemed to be the "official" determination of the cause of the collapse. From the very beginning the Receiver worked very closely with NIST engineers and it's General Counsel to develop a very good working relationship. Although a minor dispute developed between the private litigants and NIST, the Receiver worked closely with NIST to work through the issues so that all the parties' experts could have access to the evidence necessary to properly represent their clients. This effort eliminated what could have been an unnecessary delay in the case and allowed the parties to reach settlement. The Receiver is grateful to NIST for its extreme professionalism and collaboration throughout this case and particularly thanks Henry Wixon, Esq. and Judith Mitrani-Reiser for all of their efforts.

e) Coordinating Inspection Protocols

Due to the unique nature of the site conditions as a result of the collapse and the ongoing investigation by both the Miami-Dade County Police Department and NIST, the litigants were

faced with the difficult task of determining how to approach testing and investigation necessary for the analysis of fault. With over ten parties and participants in the investigation process, each with their own sets of expert witnesses, the task of coordinating an investigation for scheduling alone was a monumental task. In addition, the necessary technical investigation was complex in that there were multiple different areas and types of testing that would be required.

First on the site itself, the investigation included an extensive amount of testing of the geotechnical and subsurface conditions as well as various elements at the site including concrete, rebar, and some of the remaining structures on the site. Secondly, at the off-site warehouse which housed the debris and building remnants removed from the Collapse Site by NIST and the County (the "Primary Evidence Facility") during the rescue operations, the parties needed to conduct evaluation of the scope of the remnants that had been salvaged and determine the scope, type, and extent of testing for those elements including concrete, rebar, and associated investigation. The Primary Evidence Facility was under the control of the County and NIST as part of their ongoing investigations and had to be treated carefully to preserve the evidence for the more extended timeline for NIST's testing.

It became clear that the litigants would need to cooperate and coordinate to enable all parties an equitable ability to investigate the conditions as part of the prosecution and defense of the case. The Receiver took the initiative and lead in working with all of the parties and participants, including the Town of Surfside, to develop a coordinated plan which ultimately resulted in Joint Testing Protocol to address both the Collapse Site, and the Primary Evidence Site. The Receiver and his experts with Wiss, Janney, Elstner Associates, Inc. took the lead in developing a general framework for a coordinated testing approach in order to meet the Court's trial date which was for August 2022.

The Receiver commenced meetings and discussions with the parties and their consultants and experts starting in late September/early October 2021, and continued to add in parties as the case developed in the first few months of the case. The Receiver coordinated on-line and in-person meetings, and took the lead in working with NIST and the County on access. In addition, the parties and their consultants and experts met and conferred extensively to develop the technical protocol for the JTP-Collapse Site. Simultaneously, the Receiver identified a third party consultant, Geosyntec Consultants, Inc. ("Geosyntec"), to assist the parties and their respective experts, consultants, and subcontractors, and the parties agreed to jointly engage Geosyntec to serve as the contractor who would perform the extraction of samples from the Collapse Site.

Through the leadership of the Receiver, the parties reached an initial agreement to develop a joint testing protocol, and, on September 1, 2021, the Court ordered a detailed protocol to be negotiated and agreed upon. The parties continued to meet and confer over the following three months with each other with meetings and discussions at least two days a week, as well as with NIST, to determine the scope, type and methods for the testing, the testing laboratories and agencies who would be engaged for the testing and sampling, and the various associated safety and evidentiary preservation efforts to reach an agreed upon protocol. The Receiver jointly submitted the proposed Joint Testing Protocol, and after a series of hearings including an evidentiary hearing on December 22, 2021, and *sua sponte* Orders by the Court on December 30, 2021, and January 14, 23, and further hearings on January 14, 2022, and January 21, 2022, the Court ordered the Joint Testing Protocol for the Collapse Site, on January 21, 2022 ("JTP – Collapse Site").

The testing and investigation on site commenced immediately thereafter under the terms

of the JTP-Collapse Site, with the Receiver taking the lead in coordinating the access and safety for the site investigation under the JTP-Collapse Site. In addition, during the on-site testing, the Receiver worked with Geosyntec and hosted bi-weekly meetings and calls with the parties and their consultants to manage the testing process, address concerns, develop strategies for streamlining the testing, and coordination of communication and reporting from the testing process.

Simultaneously, while the on-site testing was in progress, the Receiver spearheaded the efforts with NIST and the County to secure access to the Primary Evidence Facility. Through a series of meetings and calls with NIST and the County as well as with the parties, the Receiver was able to develop and negotiate a separate protocol for the inspections and testing required at the Primary Evidence Site. The parties, led by the Receiver, submitted a Joint Access protocol for Non-Invasive Review and Testing – Primary Evidence Facility - Phase 1, which was approved and adopted as an Order of the Court on March 15, 2022 ("JTP-PEF Phase 1"). The JTP-PEF Phase 1 work was completed and the Receiver had been working with NIST and the parties on a Phase 2 Protocol (for the invasive testing of the materials) when the settlement was reached. At the time of settlement approximately 2/3 of the work under the JTP-Collapse Site had been conducted with ongoing laboratory testing in progress. In addition to the coordination throughout the entire process for the Joint Testing Protocol, the Receiver also was in charge of the negotiation amongst the parties for the funding and allocations for the cost of the work.

f) Communication with Unit-Owners.

One of the most important things in any receivership, but especially this one, is to be completely responsive and communicative to the victims. The Receiver knew this from the beginning of this case. To that end, immediately upon his appointment, the Receiver set up a

website and compiled a list of victims' and their families' email addresses in order to be able to communicate timely and efficiently with the victims. In fact, the Receiver's website and email list have been the primary method the Court and all the lawyers communicate and serve notice on parties in interest. The Receiver's team also set up dedicated phone lines to communicate with victims and he and his professionals have fielded thousands of phone calls in a timely and professional manner.

The Receiver also attended several meetings with victims organized by Jewish Community Services which the Receiver thanks for its commitment to this community and the victims of this tragedy. At these meetings the Receiver answered dozens of questions the victims had concerning the process. The Receiver also personally has provided every victim with his cell number and regularly speaks with dozens of victims each week and the Receiver has developed close relationships with many victims that he will value for the rest of his life.

g) Participating in Mediations and Settlement Discussions.

As detailed in the "Litigation" section below, the Receiver and his team participated in every aspect of the litigation from the drafting of the Receiver's crossclaims to discovery to consummation of the settlements. The Receiver is likely the only person in the case who has attended virtually every deposition and has worked hand in hand coordinating efforts with Plaintiffs' counsel. At times, the Receiver has been consulted by both Plaintiffs and Defendants' counsel to help work through discovery disputes and other issues. The Receiver believes his ability to work through discovery disputes and issues involving access to the evidence has brought significant value and efficiency to these proceedings saving the estate millions of dollars.

h) Handling the Association's Finances.

The Receiver was also responsible for handling the Association's finances and interacting with its general manager and former Board of Directors. The Receiver worked continuously with the a general manager reviewing the Association's bank accounts and reconciling Unit Owner receivables and payables. The Receiver has also dealt with the accountants each month on approving payroll, payables and reconciling past financial statements and satisfying pre-receivership receivables. Finally, the Receiver also caused the 2021 tax returns to be prepared and filed and will cause the 2022 tax return to be completed and filed as well.

Importantly, the Receiver is also overseeing the finances related to the nearly \$1.2 billion recovered in this case from settlements and the sale of the property. The Receiver has opened more than a dozen bank accounts and escrow accounts and has interacted with multiple bankers to safeguard the settlement funds. The Receiver and his professionals reconcile these funds often and have multiple conferences to verify everything is in order. The banking aspect of this case has taken considerable time.

i) Safes

Approximately 20 safes, in varying conditions, were recovered at the site. The Receiver and his professionals hired a locksmith and worked with MPDP to "crack" the safes in order to return property to its rightful owner or his or her heirs. This task was accomplished late last year.

j) Claim process.

The Receiver formulated and implemented the claims process in this case. This includes, implementing a procedure for victims to make and file claims and the review of every single claim. The Receiver has objected to hundreds of fraudulent claims saving the estate tens of millions of dollars. The Receiver continues to work with the Court on the claims process and is

currently writing checks to unit owners in satisfaction of their claims and will be writing checks to satisfy the Court's awards to wrongful death and personal injury victims throughout September.

k) Victim Relief Payments

At the beginning of the case, Mr. Ruiz generously donated \$1 million to the victims. The Court immediately ordered the Receiver to disburse the money to eligible victims for living expenses or death benefits. The Receiver's team immediately undertook this process and set up a system to determine which victims were eligible for which type of payments and promptly distributed the funds to the victims. This process required significant time and effort, and the Receiver and his staff kept the Court fully apprised throughout the entirety of the process

2. Litigation Services

The Receiver and Akerman seek payment of fees in the sum of \$1,015,080.78 and reimbursement of expenses in the sum of \$61,774.87 for a total of \$1,076,855.65 for litigation services provided to the Receivership Estate.⁹

a) Class Action Litigation

On July 16, 2021, two weeks after the Receiver's appointment, the Court consolidated all then-filed actions into this single proceeding, and stayed all other actions pending the resolution of class proceedings in this action. On August 30, 2022, Akerman counsel entered appearances on behalf of the Receiver. Since that date, Akerman has reviewed, analyzed, drafted, and/or addressed the hundreds filings in this proceeding, starting with review of the status of the litigation and the filings to that date and continuing through the entry of the Final Order and Judgment approving the June 2022 Settlement Agreement, which resolved the substantial majority of the claims brought in this litigation.

⁹ This amount reflects partial payment received in the amount of \$879,382.22 from PIIC.

b) Work Product

During this period, Akerman reviewed and analyzed the initial, Second Amended, and Third Amended Consolidated Class Action Complaints; generated responsive pleadings to the Second and Third Amended Consolidated Class Action Complaints, with crossclaims against various parties; addressed and responded to multiple motions to dismiss by various cross-claim defendants; engaged in the entire gamut of discovery proceedings, including witness identification, generating and responding to document requests, reviewing thousands of documents, attending depositions, generating non-party subpoenas and requests for documents, *etc.*; conducted numerous telephone calls and written communications with the multitude of counsel involved in this proceeding for Plaintiffs, the over twenty Defendants, and the many non-parties involved in this proceeding; addressed the Court's multitude of orders governing the conduct of this action; attending (either in person or via Zoom) the weekly and often even more frequent hearings; and participating in certain of the mediation sessions that lead to the ultimate resolution of the majority of the claims in this proceeding. In addition, by virtue of representing the Receiver, Akerman attorneys were involved in a variety of Receivership activities, including property sale issues, discussions with Miami-Dade County officials and coordination with the National Institute of Standards and Technology on collapse site issues and testing protocols, and all of the many other issues involved in representing the Receiver's interests in this litigation.

c) Outcome

Of course, in addition to being a tremendously complex class action, this litigation proceeded on an incredibly accelerated schedule, which caused the litigation to be largely resolved in almost exactly one year from the date of the filing of the initial *Drezner* complaint to entry of the Final Order and Judgment. Throughout this period, Akerman strove to minimize any

overlap in attorney work and keep its fees to a minimum. Very few hearings or depositions involved more than the Receiver and one Akerman attorney, document review activities were limited to a relative handful of attorneys, drafting assignments were assigned to specific attorneys with little overlap, and intra-attorney conferences were kept to the minimum necessary in such a complex proceeding. The Final Order and Judgment approving the June 2022 Settlement Agreement, which resolved the substantial majority of the claims brought in this litigation.

3. Termination Services

The Receiver and Akerman seek payment of fees in the sum of \$478,809.50 and reimbursement of expenses in the sum of \$37,486.89 for a total of \$516,296.39 for legal services provided to the Receivership Estate pertaining to the termination of the Association (an act necessary for the sale of the real property).

a) Judicial Termination

As a creature of statute, condominiums exist and create encumbrances on property pursuant to their governing document (“Declaration”). In order to lift the encumbrance so that the condominium property can be sold, certain actions must be taken by the unit owners to terminate the Condominium. Most often, this termination is accomplished through the actions of owners pursuant to procedures set forth in the governing Declaration. However, when there is conflict or other extenuating circumstances, owners may be required to adhere to certain statutory formalities or pursue relief from the Court.

Judicial Termination provides a route for a unit owner of a condominium to bypass the strictures of any governing Declaration or the statutory termination procedure prescribed by Section 718.117, Florida Statutes ("Statutory Termination"). In pursuing Judicial Termination, a

unit owner must establish (a) that the condominium has suffered substantial damage or destruction and (b) that the condominium cannot be rebuilt within a reasonable period of time. The threshold conditions for Judicial Termination can be ascertained by the Court as a matter of law. However, the remedial mechanism(s) to effectuate Termination are equitable in nature, and, therefore may be subject to certain affirmative defenses and a weighing of the equities by the Court..

In prosecuting any action for Judicial Termination, there are multiple areas requiring simultaneous analysis and coordination among various sets of interested parties. For instance, in addition to preparing the requisite suit papers and prosecuting the litigation surrounding the Judicial Termination, there must be continuous collaboration with the Title Company to ensure that the pleadings, service of interested parties and resulting Court Orders are handled in a way to ensure clear title upon termination. Additionally, there must be coordination with the sale-side of the transaction, analyzing matters related to the ultimate sale of the property to ensure title issues are resolved and interests are properly vested and documented. Beyond that, negotiations and vetting of interested parties (such as lien holders) continues throughout the Judicial Termination process to ensure liens are properly liquidated and verified so that property priority can be determined and liens resolved as the affairs of the Condominium are wound up. For this matter, there were extra layers of complexity, as consultation and coordination among the Plaintiffs' Committee was needed to obtain the necessary consensus to advance the case, and additionally, due to the novelty of the issue being litigated, various undertakings were required to ensure that the Receiver could prosecute the Judicial Termination directly.

The Judicial Termination statute is relatively novel, only having been deployed in a contested court setting less than a handful of times in Florida. The Akerman team that

successfully handled the Judicial Termination for the Association had successfully prosecuted the only other contested Judicial Termination in Florida to Final Judgment and had unique expertise with the Judicial Termination statute and in navigating title issues needed to secure and deliver clear title to the Property.

b) Work Product and Tasks Delivered

Pursuant to the above framework, the following tasks and activities were conducted over the period of more than a year, from evaluation and preparation of Judicial Termination litigation through Final Judgment and eventual sale of the property: (i) initial analysis and preparation of roadmap for Judicial Termination; (ii) analysis of Declaration to confirm operative provisions allow for application of Judicial Termination statute retroactively; (iii) engage with Title Company to obtain pre-suit title work needed to ascertain parties of interest and encumbrances to address through litigation and review pre-suit title work; and (iv) identification of unit owners to serve as initial named plaintiffs; (iv) preparation of Pleadings for Judicial Termination, which required research and evaluation of necessary parties for the 136 affected condo units, including: 299 total parties of interest; 200 unit owners; 99 Mortgagees/lienholders/other interested parties.

Akerman drafted the required Complaint, Amended Complaint, Notice of Lis Pendens, Amended Notice of Lis Pendens, Transfer Motion and Orders, Receiver Answer and Joinder. Akerman was required to undertake service of process (as overseen and approved by Title Company) on 130 parties, 18 of which were international parties. Akerman prepared motions seeking to bifurcate Judicial Termination proceedings and realign parties to ensure the Receiver could prosecute the Judicial Termination action and in order to streamline litigation process, and successfully prosecuted both motions.

Akerman fielded communications with unit owners regarding the termination action,

process and resolution, engaged in negotiations and substantive discussions with lien holders and interested parties regarding liquidation and payment process, prepared the motion for partial summary judgment for entitlement to termination, as well as the motion for final summary judgment. Akerman successfully negotiated the termination plan and winding up procedure for Association, and prepared the final judgment of termination (in consult and collaboration with title company). Akerman also handled the administrative matters attendant with the winding up of the Association. This specifically includes handling 136 separate real estate closings and distribution of sales proceeds to Unit Owners.

c) Outcome

Through constant engagement with the interested parties and Title Company, the Receiver and Akerman were able to obtain consensus for the Judicial Termination. Final Judgment, and as a result, clear title was obtained, and the underlying real property was sold and \$96 million of the proceeds are currently being distributed to the unit owners.¹⁰

4. Real Estate Services

The Receiver and Akerman seek payment of fees in the sum of \$124,405.50 and reimbursement of expenses in the sum of \$14.64 for a total of \$124,420.14 for legal services related to the sale of the real property.

a) Zoning.

Important to the sales process was the zoning of the property and the uncertainty surrounding the anticipated changes sought by Town of Surfside. To that end, the Receiver and his professionals had many meetings with Surfside officials to discuss the potential zoning changes and attended numerous city commission meetings to closely monitor the situation. The Receiver's lawyers were ultimately able to reach an understanding with Surfside that resulted in

¹⁰ As of the date of this Application, more than \$55 million has already been distributed.

the current zoning for the property being maintained which helped facilitate the sale.

b) Sale of Real Property

Within a month of his appointment, the Court instructed the Receiver to commence a process to sell the real property located at at 8777 Collins Avenue. The Receiver and his professionals immediately started working with Michael Fay and Avison Young to formulate and implement a sales process for the Court's approval. To that end, the Receiver and his team at Akerman and Berger Singerman drafted bid procedures and worked with Avison Young on identifying potential stalking horse candidates. The Receiver personally spoke with over a dozen interested parties until Damac Properties emerged as the stalking horse bidder at which time the Receiver's lawyers negotiated and drafted the sales contract. The Receiver continuously worked with Michael Fay throughout the entire sales process until it successfully concluded with a sale to Damac Properties. The sale of the real property netted \$118.6 million in proceeds to the receivership estate.

B. Berger Singerman

The Receiver and Berger Singerman seek payment of fees in the sum of \$643,791.63¹¹ and reimbursement of expenses in the sum of \$7,153.67 for a total of \$650,945.30 for legal services provided to the Receivership Estate.

1. General Counsel to the Receiver

Berger Singerman was authorized to serve as general counsel to the Receiver by the Court's Order Granting Receiver's Motion to Retain Berger Singerman LLP as General Counsel dated July 2, 2021. Since that date, Berger Singerman has assisted the Receiver in a variety of specific matters, several of which are referred to below. In addition, Berger Singerman has assisted the Receiver in the overall administration of the receivership estate. Berger Singerman

¹¹ This amount reflects partial payment received in the amount of \$162,242.87 from PIIC.

has collaborated with the counsel for the Class Plaintiffs, the Receiver's counsel from Akerman and the Receiver's insurance coverage counsel, Boyle, Leonard and Anderson, P.A. The specific tasks performed by Berger Singerman are described in detail in the invoices attached to this Application as Exhibit. The attorneys and paraprofessionals from Berger Singerman have carefully attended to working efficiently and to avoiding duplication of efforts of other of the Receiver's professionals.

Starting immediately after the Receiver's appointment and Berger Singerman's retention as the Receiver's general counsel, the Berger Singerman team participated in nearly every hearing in this case. Berger Singerman assisted the Receiver in transitioning all matters regarding the administration of the receivership from the Association to the Receiver and assisted the Receiver in stabilizing the administration of the receivership. Berger Singerman assisted the Receiver in obtaining the Court's authorization to pay outstanding wages to the employees of the Association and to make temporary assistance payments to the residents and family members of residents of the condominium. Berger Singerman also assisted the Receiver in terminating various contracts to which the Association was a party but which were no longer of benefit to the receivership estate in light of the collapse of the building. In that regard, Berger Singerman worked with Valley National Bank, the Association's lender, to terminate the pre-collapse credit facility and to obtain the lender's release of its liens in and to the Association's collateral. Valley National Bank also agreed to waive all fees and costs due to it in connection with its entry into the credit facility with the Association.

Berger Singerman assisted the Receiver in his negotiations with Miami-Dade County in connection with the formulation and drafting of the protocol for the demolition of the remaining parts of the condominium structure, the inspection of the Champlain Towers South property by

third parties, and the storage of the remnants of the Champlain Towers South construction debris. Thereafter, Berger Singerman worked with the counsel for the Class Plaintiffs and various defendants (and prospective defendants) in the formulation of the testing protocol as well.

Berger Singerman also assisted the Receiver in the formulation of the protocol for the Receiver's return of personal property recovered from the collapse site.

After the stabilization of the receivership estate, Berger Singerman worked with the Receiver and his transaction counsel from Akerman and the Receiver's real estate brokers from Avison Young in the formulation of the bid procedures for the sale of the real property upon which the Champlain Towers South Condominium building was situated.

Berger Singerman also assisted the Receiver in connection with various litigation matters. In addition to assisting the Receiver and his insurance coverage counsel, Boyle, Leonard & Anderson, and his counsel from Akerman and counsel to the Class Plaintiffs in gathering electronically stored information and hard copy documents relevant to the investigation and prosecution of claims against third parties and in the defense of the Association and the receivership estate as its successor in connection with the significant number of lawsuits filed against it, Berger Singerman acted as the Receiver's lead counsel in the investigation and prosecution of claims against Becker, the Association's pre-collapse general counsel. Working collaboratively with the Receiver's insurance coverage counsel and counsel for the Class Plaintiffs, a settlement was reached pursuant to which Becker paid the receivership estate the policy limits under both its professional liability insurance policies and its commercial liability policies. Berger Singerman also worked with the Receiver's coverage counsel in the investigation and prosecution of claims against various of the Association's insurers, including

insurers which provided the insurance coverage in place on the date of the collapse and insurers which provided coverage for many years before the collapse. Working with the Receiver and his insurance coverage counsel, Berger Singerman assisted in the recovery of policy limits for the receivership estate from every insurance company providing coverage on the date of the collapse, without a single lawsuit being filed. As the case progressed, Berger Singerman, again working with the Receiver's coverage counsel, investigated and negotiated the pre-suit settlement of a substantial recovery from Arch Specialty Insurance Company (the amount of which is confidential but was provided to the Court). In addition, again working collaboratively with the Receiver's coverage counsel, Berger Singerman defended the receivership estate in connection with contribution claims asserted by Universal Insurance Company. Those claims were ultimately resolved on terms favorable to the receivership estate.

Berger Singerman also assisted the Receiver and the counsel for the Class Plaintiffs and counsel for other subclasses appointed by the Court in connection with the allocation of funds between the property damage/economic loss claimants and the wrongful death claimants and the procedures governing the notice or the proposed settlement. After the Allocation Settlement Agreement was approved by the Court, Berger Singerman assisted the Receiver and the foregoing counsel in the drafting of the Agreed Supplemental Order Approving Modification to the Allocation Settlement Agreement, pursuant to which, *inter alia*, the amount of money allocated to the Participating Unit Owners (as defined therein) was increased from \$83 million to \$96 million.

The foregoing is only a summary of certain of the tasks performed by Berger Singerman in its capacity as general counsel to the Receiver. The Receiver again refers the Court and all interested parties to the detailed contemporaneous time entries of each Berger Singerman

attorney and paraprofessional who has assisted the Receiver in this case.

C. Boyle Leonard & Anderson, PA

The Receiver and BL&A seek payment of fees in the sum of \$874,404.00 for legal services provided to the Receivership Estate. The Receiver retained BL&A to serve as insurance coverage counsel for the Association. In its role as coverage counsel, BL&A provided work in three distinct areas.

1. CTSCA's Insurers

In the initial days after the collapse, BL&A worked to identify all of the current and former insurers for the Association and issued tender letters and statutory requests for policies to all insurers. As coverage counsel, BL&A took on the responsibility of keeping all of the Association's insurers up to date on the myriad of lawsuits and important events that followed the collapse. BL&A also worked to negotiate and procure a defense for the Association with respect to the various filed lawsuits, including the consolidated class action. BL&A obtained and reviewed the full copies of all of the relevant insurance policies issued to the Association and that insured the property. BL&A advised the Receiver on how to procure the maximum amount of insurance coverage available to compensate for the losses resulting from the collapse and directly negotiated settlements with the Association insurers and their counsel. In so doing, BL&A shepherded the payment of insurance proceeds from Association insurers and enforced insurance terms through the filing and ultimate resolution of a declaratory judgment action. BL&A was also involved in the negotiation and execution of the settlement agreements, bar orders, and other mechanisms that led to the payment of significant funds from the Association insurers. BL&A also secured cancellation and reimbursement of various policies that enabled the Association to recover unearned insurance premiums.

2. Third Party Insurers

BL&A was also involved in the pursuit of insurance proceeds from implicated third parties. BL&A expended significant time and effort to review extensive records in order to identify all relevant entities and individuals that provided work and/or services at CTS in the years preceding the collapse, as well as the parties involved on the neighboring 87 Park Project. BL&A issued demands for defense, indemnity, and insurance policy production to all potentially implicated parties. BL&A reviewed and summarized the relevant insurance policies produced in order to identify coverage available to the Association and the victims of the tragedy. BL&A developed and implemented a strategy for maximizing the coverage available to the Association and the victims with respect to the implicated third parties and worked in concert with Plaintiffs' counsel to negotiate and bring the Consolidated Class Action to its conclusion. BL&A also filed a declaratory judgment action, defended several others, and has been involved in the negotiation and procurement of the settlement agreements that governed the recovery in the Consolidated Class Action lawsuit.

3. Special Counsel to Receiver

BL&A also worked closely with the Receiver to provide the requested legal advice on all insurance matters that stemmed from the collapse and the lawsuits that followed. BL&A attended necessary hearings, mediations, and meetings in order to meet the goals of the Receiver and the timelines set by the Court. The Receiver also relied on BL&A to respond to and negotiate the resolution of various subrogation claims and lawsuits in an effort to maximize the recovery available to the victims of the collapse.

IV. Legal Argument

In *Rowe*, the Florida Supreme Court lays out a formula to provide a suitable foundation for an objective structure in fee calculations. *Florida Patient's Compensation Fund v. Rowe*, 472 So.2d 1145 (Fla. 1985). In determining reasonable attorney fees, the Court in *Rowe* explains that courts should utilize the criteria set forth in Disciplinary Rule 2-106(b) of The Florida Bar Code of Professional Responsibility: (1) The time and labor required, the novelty and difficulty of the question involved, and the skill requisite to perform the legal service properly; (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) The fee customarily charged in the locality for similar legal services; (4) The amount involved and the results obtained; (5) The time limitations imposed by the client or by the circumstances; (6) The nature and length of the professional relationship with the client; (7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) Whether the fee is fixed or contingent. *Id.*

(1) Time and Labor Required, the novelty and difficulty of the question involved, and the skill requisite to perform the legal service properly.

Applicants have extended 11829.3 hours of professional and paraprofessional time representing fees totaling the amount of \$4,997,287.65, and request the sum of \$134,257.24 in reimbursement of expenses, for a total award of \$4,997,287.65 as further detailed below:

APPLICANT	HOURS	BLENDED HOURLY RATE	FEES	EXPENSES	TOTAL
Akerman LLP	8522.6	\$495.65	\$3,344,834.78 ¹²	\$127,103.57	\$3,471,938.35
Berger Singerman	1385.1	\$581.93	\$643,791.63 ¹³	\$7,153.67	\$650,945.30

¹² This amount reflects partial payment received in the amount of \$879,382.22 from PIIC.

¹³ This amount reflects partial payment received in the amount of \$162,242.87 from PIIC.

BL&A	1921.6	\$455.04	\$874,404.00	\$0.00	\$874,404.00
Subtotal	11829.3	\$510.87	\$4,863,030.41	\$134,257.24	
TOTAL					\$4,997,287.65

The legal questions arising in the representation of the Association required in depth knowledge and the exercise of skillful application of many areas of law. In order to perform the legal services enumerated herein properly, substantive legal knowledge and experience with receivership and estate administration, condominium association law, class action law, complex commercial litigation, real estate, and insurance coverage claims and litigation was required.

(2) The Preclusion of Other Employment by the Professional Due to the Acceptance of the Case

The Receiver was forced to refuse other appointments due to the time constraints of this case. In fact, the Receiver rejected two other receiver appointments due to the time constraints caused by this case. Further, the efforts of the Receiver and Applicants were devoted to this case and thus they were unable to devote that time to other matters, therein preventing them from billing and collecting fees in other cases.

(3) The Customary Fee

The rate charged by the Receiver for his personal time is half of his regular rate. The rates charged by the Applicants for other professionals are customary for attorneys within South Florida of similar skill and reputation. For services of the type rendered herein where those services were performed for a private client, Receiver and Applicants would charge a reasonable fee for services rendered, on an hourly rate or, in addition, a contingent or fixed fee basis. The fee requested by the Receiver is significantly below what he would charge regular clients and the

rates charged by other professionals are comparable to those fees which would be charged to a private client for similar services rendered by Applicant.

(4) The amount involved and the results obtained

The Receiver hereby incorporates the above detailed narratives, which outline the issues at stake in this matter and the results obtained by Applicants.

(5) The time limitations imposed by the client or by the circumstances.

The catastrophic nature of this tragedy and resulting vulnerability of all residents and family members of deceased residents of the condominium, made administration of this receivership estate, and all attendant legal matters incredibly time sensitive. The Receiver and the Applicants have thus worked unremittingly for over a year pursuing any and all administrative and legal remedies available in order to provide closure, whenever possible, to all interested parties.

(6) The nature and length of the professional relationship with the client.

The Receiver's professional relationship with the Association commenced with his appointment by this Court, shortly after his appointment he retained the professional services of Applicants.

(7) The experience, reputation, and ability of the lawyer or lawyers performing the services

The Receiver is a partner at the law firm of Akerman, is the founding member of Akerman's Fraud & Recovery Practice Group—a practice group that specializes in receiverships. The Receiver has practiced law for over thirty two years and specializes in complex receivership and bankruptcy cases. The Receiver has been appointed receiver and/or trustee in dozens of state and federal cases and has represented receivers and trustees in many other cases and is believed

to have the largest and most comprehensive receivership practice in the country.

The Receiver is working with a team of attorneys and paralegals at Akerman, Berger Singerman, and BL&A to administer this case. All three are established law firms with substantive experience in complex legal matters, and through his retention of the firms the Receiver has ready access to professionals who specialize in receivership administration, complex commercial litigation, real estate law, condominium law, insurance claims and coverage litigation, and other pertinent matters and has used their expertise to efficiently and effectively administer the receivership estate.

(8) Whether the fee is fixed or contingent.

Applicants' compensation is not fixed, as it is subject to the sufficiency of the receivership estate to compensate Applicants for their services. It is likewise not contingent in the classic sense whereby compensation will only be given if Applicants are successful in recovering money for interested parties; however, it is contingent in the sense that it is subject to the availability of unencumbered funds and approval of the Court.

IV. Conclusion

The Receiver seeks entry of an Order approving this Application and awarding the Receiver and his professionals their interim fees, reimbursement of costs, and for such other relief that is just and proper.

Dated: August 26, 2022

Respectfully submitted,

/s/ Michael I. Goldberg

Michael I. Goldberg, Esq.

Florida Bar Number: 886602

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Court-Appointed Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 26, 2022, a copy of the foregoing was electronically filed with the Clerk of Court by using the Florida Courts E-Filing Portal and a copy of same was furnished to all counsel of record through the Florida Court's E-Filing Portal.

By: s/ Michael I. Goldberg

Michael I. Goldberg

COMPOSITE EXHIBIT A

**Fee Schedules: Names and Hourly Rates of Professionals And
Paraprofessionals & Total Amount Billed For Each
Professional and Paraprofessional**

AKERMAN LLP FEE SCHEDULE

Name	Title	Average Rate	Hours	Amount Requested
A. Gold	Partner	\$815.01	458.90	\$374,006.50
A. Wamsley	Partner	\$681.19	116.10	\$79,086.50
A.M. Starling	Paralegal	\$290.00	0.50	\$145.00
A.M. Smith	Bankruptcy Coordinator	\$107.29	200.7	\$21,533.00
B. Engelke	Paralegal	\$301.43	626.7	\$188,904.00
B.K. Radmacher	Partner	\$599.75	649.2	\$389,360.00
C. Miller	Partner	\$325.00	10.8	\$3,510.00
C.D. Kretschmar	Special Counsel	\$495.00	3.8	\$1,881.00
C.M. Oretga-Rivero	Associate	\$432.61	290.90	\$125,845.00
C.R. Cotler	Paralegal	\$339.88	140.7	\$47,821.50
C.S. Carver	Partner	\$880.52	861	\$758,132.00
C. Hawkins	Partner	\$550.00	0.4	\$220.00
D. Clayton	Partner	\$850.00	0.3	\$255.00
D. Grasher	Partner	\$455.00	3.7	\$1,683.50
D.E. Durant	Paralegal	\$335.00	43.5	\$14,572.50
E. Hersch	Partner	\$515.00	1.8	927.00
E. Rapkin	Partner	\$840.27	52.50	\$44,114.00
F.L. Nowels	Partner	\$675.00	0.4	\$270.00
J. Palmer	Paralegal	\$275.00	45.5	\$12,512.50
J. Shedd	Associate	\$426.75	127.5	\$54,410.00
J.B. Buckun	Partner	\$850.00	3	\$2,550.00
J.C. Glasser	Partner	\$777.33	353.9	\$275,098.00
J.G. Shedd	Associate	\$420.00	3.8	\$1,596.00
J. Yoss	Summer Associate	\$300.00	10.7	\$3,210.00
K. Shinder	Paralegal	\$320.00	.3	\$96.00
K.A. Smiley	Paralegal	\$312.92	1894.4	\$592,796.00
K.D. Machado	Partner	\$508.41	18.9	\$9,609.00
K.J. Platt	Associate	\$695.00	3.2	\$2,224.00
L. Cline	Paralegal	\$325.00	35	\$11,375.00
L. Lebeau	Researcher	\$140.00	0.90	\$126.00
L. Perez	Partner	\$525.24	41	\$21,535.00
M.C. Deleon	Partner	\$595.73	255.70	\$152,328.00
M.I. Goldberg	Partner	\$475.00	1389.10	\$659,822.50
M. Gottlieb	Partner	\$550.00	0.9	\$495.00

M. Rudolf	Associate	\$479.86	116.30	55,807.50
N. Ghomeshi	Associate	\$425.00	0.9	382.50
N. O. Kasdin	Partner	\$978.60	38.2	\$37,382.50
N. Villamar	Associate	\$426.25	12.80	\$5,456.00
P. Brathwaite	Associate	\$340.00	6.5	\$2,210.00
P. G. Dourvetakis	Paralegal	\$315.00	4.4	\$1,386.00
R. Loewy	Partner	\$925.00	3.60	\$3,330.00
R.C. Pipkins	Paralegal	\$275.00	67.90	\$18,672.50
R.F. Docuynan	Paralegal	\$315.00	45.20	\$14,238.00
R. Wong	Paralegal	\$365.00	1.6	\$584.00
S. Sunnaa	Associate	\$497.37	46.70	\$23,227.00
S.M. Miller	Partner	\$352.23	466.10	\$164,173.50
S.K. Robin	Partner	\$679.43	66.7	\$45,318.00
Total		\$495.65	8522.6	\$4,224,217.00¹⁴

¹⁴ This amount does not reflect partial payment received in the amount of \$879,382.22 from PIIC.

BERGER SINGERMAN FEE SCHEDULE

Name	Title	Rate	Hours	Amount Requested
Paul Avron	Partner	\$575.00	35.9	\$20,642.50
Paul Avron	Partner	\$595.00	47.7	\$28,381.50
Kerry Burns	Paralegal	\$265.00	49.9	\$13,223.50
Anthony Carriuolo	Partner	\$675.00	104.7	\$70,672.50
Anthony Carriuolo	Partner	\$695.00	69	\$47,955.00
Terron Clark	Associate	\$435.00	133.4	\$58,029.00
Carmen Cruz	Paralegal	\$265.00	2	\$530.00
Gilda De La Cruz	Paralegal	\$265.00	12.5	\$3,312.50
William O. Diab	Associate	\$325.00	11.1	\$3,607.50
Jordi Guso	Partner	\$675.00	133.8	\$90,315.00
Jordi Guso	Partner	\$695.00	112.2	\$77,979.00
Justin Elegant	Partner	\$625.00	10.3	\$6,437.50
Gina Lozier	Partner	\$525.00	0.8	\$420.00
Alexandra Murguido	Paralegal	\$265.00	11.1	\$2,941.50
Anely M. Nunez	Discovery Attorney	\$350.00	12.1	\$4,235.00
Myrna Roure	Discovery Attorney	\$265.00	117.9	\$31,243.50
Fleta Sellers	Paralegal	\$85.00	11	\$935.00
Paul Singerman	Founding Partner	\$750.00	267.8	\$200,850.00
Paul Singerman	Founding Partner	\$765.00	145.1	\$111,001.50
Jessie Torres	Director of E-Discovery	\$350.00	76.5	\$26,775.00
Jessie Torres	Director of E-Discovery	\$360.00	3.4	\$1,224.00
Sabrina Zarco	Associate	\$315.00	16.9	\$5,323.50
Total		\$581.93	1385.1	\$806,034.50¹⁵

¹⁵ This amount does not reflect partial payment received in the amount of \$162,242.87 from PIIC.

BOYLE LEONARD & ANDERSON, FEE SCHEDULE

Name	Title	Rate	Hours	Amount Requested
Mark Boyle	Managing Partner	\$685	120.30	\$82,405.50
Mark Boyle	Managing Partner	\$740	127.2	\$94,128.00
Molly Brockmeyer	Shareholder	\$530	2.10	\$1,113.00
Michael Leonard	Shareholder	\$685	1.8	\$1,233.00
Amanda Anderson	Shareholder	\$530	263.70	\$139,761.00
Amanda Anderson	Shareholder	\$575	337.60	\$194,120.00
Ellen Smith	Shareholder	\$530	0.10	\$53.00
Ellen Smith	Shareholder	\$575	0.60	\$345.00
Jeffery Harris	Paraprofessional	\$180	105.50	\$18,990.00
Jeffery Harris	Paraprofessional	\$195	140.70	\$27,436.50
Alex Brockmeyer	Shareholder	\$575	0.10	\$57.50
Lisa Ward	Paraprofessional	\$180	1.10	\$198.00
Greg Evans	Shareholder	\$565	2.10	\$1,186.50
Mariah Burgos	Paraprofessional	\$180	0.20	\$36.00
Mariah Burgos	Paraprofessional	\$195	0.20	\$39.00
Kasey Cisneros	Paraprofessional	\$180	1.4	\$252.00
Kasey Cisneros	Paraprofessional	\$195	0.7	\$136.50
Michele James	Paraprofessional	\$180	0.7	\$126.00
Andrew Yoho	Associate	\$425	204.30	\$86,827.50
Andrew Yoho	Associate	\$460	239.00	\$109,940.
Maxwell Stape	Associate	\$300	197.20	\$59,160.
Maxwell Stape	Associate	\$325	174.40	\$56,680.0
Alysse Vautier	Associate	\$300	0.60	\$180
Total			1921.6	\$874,404.00