

**IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA**

**In re: Champlain Towers
South Litigation Collapse**

**CASE NO.: 2021-15089 CA 01
COMPLEX BUSINESS LITIGATION**

ORDER ON CLASS COUNSEL'S MOTION FOR ATTORNEY'S FEES

I. INTRODUCTION

On June 24, 2021, at approximately 1:38 a.m., the Champlain Towers South Condominium Building suffered a catastrophic failure and partial collapse, resulting in an unfathomable loss of life, and the eventual destruction of 136 condominium units.¹ Despite the herculean (and round the clock) toil of courageous first responders who risked their lives in a valiant rescue effort, virtually everyone in the portion of the building that collapsed perished.² This was, as the Court has said before, a “Black Swan” event that caused immeasurable pain and suffering. People from all walks of life, ages 1 to 92, died in homes mistakenly assumed to be safe. Others fortunate enough to escape were traumatized.

Though shaken, our community (and many outside our community) rallied. First responders spent weeks risking their lives and safety to rescue (and later

¹ While only 55 units were destroyed immediately upon the partial collapse, the remainder of the building eventually had to be demolished.

² Three people, Angela Gonzalez, Deven Gonzalez and Jonah Handler were rescued. Each suffered significant injury.

recover) victims on a site consumed by stifling summer heat, heavy thunderstorms, fires and other perils; and our political leaders, law enforcement agencies, and charitable organizations provided support and comfort to families riding an emotional rollercoaster, anxiously awaiting what they knew would likely be devastating news. Some were forced to endure weeks of agony and uncertainty before their loved ones were finally located and recovered.

Lawsuits predictably followed, including this putative class action brought on behalf of all those who suffered loss of life and/or economic damages. To coordinate and manage the litigation, the Court quickly entered an order which: (a) appointed a "Class Action Leadership Structure"; (b) directed the filing of a "consolidated amended class action complaint"; and (c) stayed all other civil actions arising out of the collapse. (D. E. 73). The Court also asked the Board of Directors of the Champlain Towers South Condominium Association ("Association") to step aside and consent to the appointment of a receiver who would assume control of the Association, marshal its assets, defend against the anticipated avalanche of claims, and otherwise assume all duties/powers the Board possessed pursuant to Chapter 718 *et seq.* of the Florida Statutes and common law. In response to the Court's request,

the Board agreed not to oppose Michael Goldberg, Esq.'s appointment as Receiver – an appointment the Court made on July 2, 2021. (D. E. 25).³

II. THE INITIAL FEE STRUCTURE

Given the highly unusual circumstances of this case, the Court made it clear at the outset that this would not be “business as usual,” and advised counsel that those seeking a leadership role would be committing to public service, with no assurance of any compensation. July 7, 2021, Tr. p. 16. To secure “a leadership role,” counsel would have to agree to work “on somewhat of a pro bono basis with absolutely no assurance of payment or legal entitlement to any fees whatsoever.” July 7, 2021, Tr. p. 16. Counsel would have no right to be paid “any contingent risk multipliers, percentage fees, or other profit that would eat into the receivership estate,” and while they “would have their out-of-pocket costs covered by the receivership estate, . . . their time would be completely at risk with absolutely no assurance of payment . . . and no legal right to payment.” *Id.* p. 17. The Court asked counsel whether they were “willing to proceed on [these terms], recognizing that there will be no large profit and no one is going to get [rich] on this case.” *Id.* pp.

³ The Court again commends the surviving members of the Board for acknowledging that they were in no position to handle the countless issues that had to be immediately addressed and recognizing that the appointment of a receiver was in the best interest of all concerned, particularly victims. The Board's decision to step aside, based in part upon the sage counsel of its attorney, Paul Singerman, Esq., saved valuable time and judicial effort, and enabled Mr. Goldberg to hit the ground running with the Board's complete cooperation. This proved to be extremely valuable, as Mr. Goldberg wasted no time and has, as the Court expected, done a remarkable job.

17-18. The Court also made it clear that this was “not a negotiation,” and that its proposal was take it or leave it. *Id.* p. 19.

To their credit, many of the most skilled, experienced and reputable members of the Bar enthusiastically, and without hesitation, agreed to assume this representation on the Court’s terms. Others passed, unwilling to devote what would surely be considerable time and effort with a potential “upside” of being paid their standard hourly rates. The Court appointed those willing to risk their time, again noting that those serving had agreed to do so “with no legal entitlement to receive **any** attorney’s fees,” and commending counsel “for assuming this weighty responsibility as a public service, recognizing the possibility that they will not be compensated for the time expended in this case.” July 16, 2021 Order. (D. E. 70)⁴.

At that time, when the case was in its infancy, the prospect for a substantial recovery relative to the harm suffered appeared bleak. The Court was faced with 98 wrongful death claims, multiple personal injury claims, the destruction of 136 condominium units, and a staggering loss of personal property. The collective damages would likely eclipse One Billion Dollars (\$1,000,000,000.00). As for sources of potential recovery, the Association was woefully underinsured, carrying a mere Forty-Eight Million Dollars (\$48,000,000.00) in combined property and

⁴ The Federal Judicial Center’s Manual on Complex Litigation encourages courts to “consider advising parties at the outset of the litigation about the method to be used in calculating fees and, if using a percentage method, about the likely range of percentages,” a protocol that will “clarify expectations, and reduce the opportunity for disputes.” Ann. Manual for Complex Lit. (“MCL”) § 14-211.

liability coverage. Those involved in the initial development/construction of the building were long gone, statutes of limitation and repose had long expired, and while a few potential claims were identified at the outset, it was obvious that the then apparent litigation targets did not possess sufficient resources to satisfy these claims, even assuming liability.

Suffice it to say, sources of potential recovery appeared scarce. The Association had its combined \$48 million in coverage, the real estate – which the Court tentatively valued at approximately One Hundred Million Dollars (\$100,000,000.00) – could be monetized, and there might be another \$100-\$200 million recovered at best. To any objective observer, it looked like there might be \$250-\$300 million available to compensate victims, less the considerable expense it would take to operate the receivership and pursue claims. Even assuming all went well, victims would receive only a fraction of their damages, and counsel would likely receive no more than their standard hourly rates, if that. Counsel nevertheless agreed to take on the representation, and embarked on what appeared to be a losing, and potentially disastrous, business venture. *See, e.g., Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 565 (7th Cir. 1994) (“[a] court must assess the riskiness of the litigation by measuring the probability of success . . . *at the outset* . . .”); *In re Fine Paper Antitrust Litig.*, 751 F.2d 562, 583 (3d Cir. 1984) (risk must be “measured at the point when the attorney's time was committed to the case”).

Fortunately, things did not turn out as expected, in large part due to the skill and perseverance of counsel. They identified and pursued every conceivably viable claim against over thirty defendants (or potential defendants), leaving no stone unturned. Many of the legal theories advanced were novel, the substantive issues implicated were sophisticated, and the procedural complexities of this highly unusual case presented formidable obstacles wholly unrelated to the merits. Counsel also had to navigate actual and potential intra victim conflicts, and ensure that the claims of each contingency were adequately investigated and zealously pursued by attorneys with undivided loyalty. They also had to coordinate, and work side-by-side, with a Receiver whose interests were not always simpatico with those of the putative class.

As if these burdens were not enough, counsel also had to cope with the intense pressure imposed by this Court's immutable deadlines, forcing many to work full time on this case for what could have been years. The Court granted few extensions of time to file pleadings, brief motions or respond to discovery; trial was scheduled within eighteen (18) months of filing; and counsel was forewarned that this case would move at a breakneck pace. They were told to "buckle up" and be prepared to devote whatever resources were needed in order to prepare the case for trial on the Court's timetable, and that is what they did, without complaint.

III. THE EXTRAORDINARY RESULT ACHIEVED

The result achieved here is extraordinary and unprecedented. First, and unrelated to counsel's litigation efforts, the Association's insurance carriers immediately tendered policy limits, providing approximately Fifty Million Dollars (\$50,000,000.00) to the receivership estate. The Receiver, assisted by Michael T. Fay and John K. Crotty of Avison Young, also secured a One Hundred Twenty Million Dollars (\$120,000,000.00) sale of the real estate.⁵ Class counsel were then able to negotiate settlements with all defendants (and a number of potential defendants) which, in the aggregate, resulted in a \$1.02 billion recovery.⁶ Combined with the insurance tendered and the proceeds of the land sale, this resulted in a fund of approximately \$1.2 billion available to compensate victims.

As for those who lost condominiums, they received the aggregate amount of Ninety-Six Million Dollars (\$96,000,000.00), representing the collective appraised value of all units the day prior to the collapse, an amount far in excess of what they were legally entitled to. As this Court explained in its Order approving the "Allocation Settlement Agreement," condominium owners were subject to being assessed up to the entire "value" of their units in order to satisfy

⁵ While some families were upset that the property would not be dedicated as a permanent memorial, the Court was steadfast in its belief that using this asset for a public purpose was not feasible, and that it would have to be monetized in order to provide compensation to victims.

⁶ The settlements reached by class counsel, with the assistance of Mr. Greer, total \$1,021,199,000.00.

uninsured/underinsured wrongful death claims.⁷ Fla. Stat. §718.119(2). That assessment could have wiped out all equity, and left owners on the hook for any existing mortgage, as the Statute authorizes an assessment up to the “value” of the unit, notwithstanding debt.

Putting aside the fact that the condominium owners could have walked away empty handed, they have received full appraised value despite what we now know was the uninhabitable condition of the building on June 23, 2021 – something that would have to have been disclosed to any potential buyer. *See, e.g., Johnson v. Davis*, 480 So. 2d 625 (Fla. 1985). Nor was the unit owners’ recovery reduced by the then pending Fifteen Million Dollars (\$15,000,000.00) assessment levied to pay for obviously needed renovations. Unit owners also did not have to pay any attorney’s fees or receivership expenses and, to top it off, the Court instructed the Receiver to absorb their 2022 real estate taxes. --

The bottom line is that the condominium owners received full appraised value for units that were unmarketable, without paying a nickel of expense or being called upon to pay the assessment pending at the time of the collapse. They have been “made whole” when, had the case played out, they likely would have received nothing. They were made whole because, and only because, the Court forced

⁷ The Allocation Settlement Agreement was approved by the Court on April 6, 2022. (D. E. 653). Though afforded the opportunity, no unit owner opted-out of this accord.

repeated mediations with Mr. Greer who masterfully negotiated the Allocation Settlement.

The wrongful death/personal injury claimants will also receive “full value” on their claims, subject only to attorney’s fees and costs. The Court, together with retired Judge Jonathan T. Colby, met with virtually all wrongful death and personal injury claimants and valued each and every case. Before those hearings, counsel was ordered to provide a good faith estimate of the “value” the law would ascribe to each claim. The vast majority of class members received an award within (and in many cases in excess of) the “value” estimated by counsel. This result is, to the best of the Court’s knowledge, unprecedented in any class action/mass tort case. And it was achieved within ten (10) months.

IV. CLASS COUNSEL’S FEE REQUEST

Counsel ask the Court to award a lodestar of \$22,242,841.75, enhanced by a contingency risk multiplier of 4.5 – resulting in a total fee of \$100,092,787.87. Each attorney appointed by the Court filed a declaration in support of the Motion detailing their backgrounds, prior experience in complex cases and, most importantly, the services provided by their respective firms.⁸ The Motion is supported by the

⁸ The Court has carefully reviewed the affidavits of Harley S. Tropin, Rachel Furst, Ricardo M. Martinez Cid, Adam Moskowitz, Javier Lopez, Stuart Z. Grossman, Curtis Miner, Gonzalo R. Dorta, Willie E. Gary, Jeffrey P. Goodman, Marybeth Lippsmith, William F. “Chip” Merlin, Jr., H.K. “Skip” Pita, Judd Rosen, John “Jack” Scarola, Jorge E. Silva, Bradford Rothwell Sohn and Luis E. Suarez. Each attorney described, in great detail, the services their firm rendered, the time expended, and the hourly rates of all professionals who worked on the case. To his credit, Mr. Grossman also acknowledged that his firm volunteered to prosecute this case on a pro bono basis, and never expected

affidavit of Phillip Freidin, an expert who opines that: (a) “Class Counsel’s lodestar should be \$22,242,841,75,” and (b) “. . . that a multiplier of 4.5 times the lodestar is appropriate here.” Freidin Affidavit, ¶¶ 14, 18.

While they, and their expert, acknowledge that “the Court made clear that attorney’s fees were at the discretion of the Court,” *see* Freidin Affidavit, ¶ 20, and that they would have no entitlement to a multiplier, they ask the Court to award one largely because “no one expected this kind of result, ever, let alone this quickly.” Freidin Affidavit, ¶ 19. *See also* Tropin Affidavit, ¶ 47 (“The results achieved are far beyond what I or anyone else could have reasonably foreseen when KTT first took on the case in the days following the collapse”)

The Court agrees that the result achieved here exceeds all expectations and, as it made clear at a prior hearing, it is willing to revisit the multiplier issue “up to a point.” June 23, 2022, Tr. pp. 82-83, 96. It will do so because, at the time it appointed counsel, tempering their expectations, and holding down the fees they may have otherwise been entitled to, appeared necessary given the concern that victims would receive a small percentage of their losses. That concern no longer exists, and the Court will not reflexively or obstinately abandon thoughtful analysis, or close its eyes and ignore how things actually turned out, just because counsel generously (and

to receive “any fees at all.” He then expressed gratitude to the Court “for its efficient management and oversight of [the] case,” and asked the Court to “exercise its discretion” and award “what is most appropriate for all involved.”

commendably) agreed to take on the case, and forgo any right to a multiplier, at a time when it looked like the victims might receive an anemic recovery. Their good deed will not be punished.

That is not to say that the initial fee deal is out the window. The Court also will not ignore the fact that counsel committed to the case knowing that, in all likelihood, they would be paid their lodestar, at most. But it will exercise its discretion and award a “reasonable” fee, taking into account the terms counsel initially agreed upon, as well as all other relevant factors, including the exceptional result achieved. What is fair is fair, and class members who will obtain the benefit from counsel’s work will not be unjustly enriched by being charged a fee equal to only 2% of the recovery; a fraction of the 25% – 40% attorney’s fee that would typically be paid in wrongful death/personal injury cases, or the percentage fee of 25% – 30% typically awarded in common fund class actions. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“persons who obtain the benefit of a lawsuit without contributing to its costs are unjustly enriched”).

V. GOVERNING LEGAL PRINCIPLES/ANALYSIS

In setting a reasonable fee to be awarded in a common fund class action, a court is required to determine the hours reasonably expended and appropriate hourly rates (*i.e.*, “lodestar”), and then consider a contingency risk and/or results achieved multiplier. *See, e.g., Kuhnlein v. Dep’t of Revenue*, 662 So. 2d 309 (Fla. 1995);

Standard Guar. Ins. Co. v. Quanstrom, 555 So. 2d 828 (Fla. 1990); *Florida Patient's Comp. Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985).⁹ The factors guiding this analysis include:

- (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.
- (8) Whether the fee is fixed or contingent.

Kuhnlein, supra. These factors are essentially the same as those considered by federal courts in setting reasonable attorney's fees. *See, e.g., Johnson v. Georgia Highway Exp., Inc.*, 488 F.2d 714 (5th Cir. 1974).

⁹ Many jurisdictions set common fund fee awards using what is described as the "percentage approach," in which a reasonable fee is calculated as a percentage of the fund. *See Camden I Condo. Ass'n, Inc. v. Dunkle*, 946 F.2d 768 (11th Cir. 1991). Other jurisdictions use the "lodestar method," requiring that the court first ascertain a reasonable base lodestar which may then be enhanced to take into account factors such as contingent fee risk and results. *See, e.g., Lindy Bros. Builders, Inc. of Phila. v. Am. Radiator & Standard Sanitary Corp.*, 487 F.2d 161 (3d Cir. 1973). After weighing in on the long running debate over which of these methods best furthers the public policy of incentivizing – but not overcompensating – counsel, our Supreme Court opted for the lodestar approach, allowing for a maximum multiplier of 5, or no multiplier at all. *Kuhnlein, supra; Homer & Bonner, P.A. v. Miami-Dade Cnty.*, 884 So. 2d 425 (Fla. 3d DCA 2004).

Turning to some of the factors most relevant here, in its over thirty-five (35) years as an practicing lawyer/judge, this Court has never encountered a more complex and difficult case, both procedurally and substantively. Most lawyers would not even think about stepping into this arena, and only the most skilled would have any chance of a successful exit. As the Court has said repeatedly, class counsel here are “hall of famers” who possessed the expertise and talent to assume such an enormous undertaking, not to mention the resources that would have to be committed, with no ongoing source of payment or assurance of compensation. The carrying costs in terms of attorney time were substantial, and the risk significant.

This case, like any case of this magnitude, also imposed severe time limitations upon counsel, precluding other employment, especially given the demanding schedule imposed by the Court. This was again not “business as usual,” and counsel was forewarned that the litigation pace would be far from leisurely. This case commanded considerable time and labor with no “time-outs” or “lulls” in the action. And counsel’s ability to be paid rested entirely upon achieving a favorable outcome.

The Court also must take into account the “significance of” the subject matter of the representation, and the “responsibility imposed upon counsel.” *Kuhnlein*, 662 So. 2d at 323. This is perhaps the most high-profile case ever litigated in our community, and the loss was catastrophic and tragic. Counsel worked in a glass

house, and under intense pressure to deliver results. They answered the call and steered the case to a swift and favorable conclusion, sparing these families from the anxiety, stress and uncertainty that comes with prolonged litigation.

In deciding an appropriate fee, the Court should also take into account the view of those who are being asked to pay it – the wrongful death/personal injury claimants. *See, e.g., Camden I*, 946 F.2d at 775 (among the factors that impact the determination of appropriate percentage to be awarded as a fee is “whether there are any substantial objections by class members or other parties to the settlement terms or the fees requested by counsel”). Their views are particularly pertinent here, as these families are not typical “absent” class members who have had no knowledge of, or involvement in, the case. They are people who suffered a devastating loss, and who have been actively involved in the litigation, witnessing counsel’s work from the perch of a front row seat. Many have been fully engaged and others, while less involved, attended the over 40 hearings held over the last year. Very few have voiced any objection to counsel’s fee request, and most of those who objected believe that some multiplier is justified – just not 4.5.

As discussed earlier, the Court’s task is a two-step process. It must first determine counsel’s lodestar. On that particular issue the Court finds Mr. Freidin’s opinion credible. Though counsel devoted substantial time to the case, and the hourly rates billed are no doubt generous, this was highly unusual litigation that

necessitated an all-out, non-stop effort on the part of experienced counsel. *See Rowe*, 472 So. 2d at 1150, (“the amount of an attorney fee award must be determined on the facts of each case . . .”).¹⁰ The Court finds that counsel’s combined lodestar is \$22,242,841.75.

That brings us to where the rubber meets the road – counsel’s request for a multiplier of 4.5, close to the highest permitted by law. *See Kuhnlein, supra* (in a common fund class action the court may award a multiplier of up to 5 times counsel’s lodestar). In assessing the appropriate multiplier here, the Court is not writing on a clean slate, as counsel agreed to forgo any entitlement to a multiplier, and the Court’s order of appointment said that none would be awarded. To be sure, the result obtained here, by itself, warrants revisiting the issue, but again only up to a point. In light of the deal going into this case, the Court will not sanction a fee which, for all practical purposes, is the highest amount that could possibly be awarded.

Counsel’s risk, while considerable, also was mitigated by the Court’s decision to have the receivership estate advance/pay all out-of-pocket costs. Counsel was therefore not required to advance substantial capital that would otherwise be at risk in a case of this magnitude. And given the tragic nature of this case, and the “bet the

¹⁰ The Court notes that this is not a fee shifting case, where a litigant is being forced to pay its opposing counsel. In the fee shifting context a court must carefully scrutinize the requested lodestar. But even in that context, a court may undertake a flexible, equitable analysis. *Jomar Properties, L.L.C. v. Bayview Const. Corp.*, 154 So. 3d 515 (Fla. 4th DCA 2015). The Court has reviewed, albeit not “fly specked,” counsel’s time records, and cannot conclude that Mr. Freidin’s “opinion” lacks a foundation or is otherwise suspect.

company” exposure faced by each defendant, it was highly likely that some would feel pressure to settle, creating funds from which counsel could be paid. That grim reality also served to mitigate counsel’s risk.

There can, however, be no doubt that counsel’s skill, diligence and tenacity uncovered substantial claims that would never have been on the radar screen of those less capable, and the quality of their work and well-earned reputations clearly contributed to the remarkable result achieved. Sophisticated defendants do not resolve claims for the amounts paid here unless they are confident that their adversaries will do whatever it takes to thoroughly prepare the case, actually try it, and never fold the tent.

The Court also witnessed firsthand the emotional toll this case has taken on counsel, and appreciates the delicate touch required to traverse this difficult terrain. Counsel developed close relationships with these clients, became personally invested in their cause, and absorbed their pain and suffering. The Court watched the lawyers shed tears with those who lost loved ones, guiding them through their darkest hour with empathy, compassion and kindness, as they endured five (5) straight weeks of heart wrenching mini-trials on damages, often at a pace of three (3) to four (4) per day. The process was excruciating, but counsel again rose to the occasion with professionalism and competence, ensuring that every client’s claim was given the attention it deserved.

Given the extenuating (and highly unusual) aspects of this case, the Court finds that a multiplier is appropriate and awards class counsel a fee of \$65,000,000.00, which represents approximately 6.4 percent of the \$1.02 billion common fund generated through their efforts, and a multiplier of close to 3.¹¹ This is far less than these clients would have been required to pay lawyers retained to bring wrongful death/personal injury claims, and far less than the percentages typically awarded in common fund class actions brought in jurisdictions that employ the “percentage approach.” It is, however, a reasonable fee that fairly compensates counsel, while holding them (albeit partially) to their commitment to “public service” in this extraordinary case.

VI. CONCLUSION

Throughout this case the Court has said that it has never been more proud of our Bar. Every attorney who assumed a leadership role brought their “A” game and exceeded the Court’s justifiably high expectations. They literally put their lives and law practices on hold, devoting themselves to the cause of these victims – people who had suffered immeasurable loss and were in desperate need of counsel. As a result of counsel’s efforts, civil justice – which is all we who labor here can aspire to – was delivered with a result that compensates every victim the full value the law

¹¹ The Court notes that this percentage is in line with fee awards in what are described as megafund cases. *See, e.g., Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, 2005 WL 1213926 (E.D. Pa. May 19, 2005); *Carlson v. Xerox Corp.*, 596 F. Supp. 2d 400 (D. Conn. 2009). This case falls comfortably within that category.

ascribe to their claim, and ends this litigation, thereby allowing grieving families to concentrate on the healing process while honoring loved ones lost. There could not have been a more favorable legal outcome for the victims of this tragedy.

To those who would question counsel's compensation, the Court would remind them that, as eloquently stated by Judge Lord:

If the plaintiffs' bar is not adequately compensated for its risk, responsibility, and effort when it is successful, then effective representation for plaintiffs in these cases will disappear . . . We as members of the judiciary must be ever watchful to avoid being isolated from the experience of those who are actively engaged in the practice of law. It is difficult to evaluate the effort it takes to successfully and ethically prosecute a large plaintiffs' class action suit. It is an experience in which few of us have participated. The dimensions of the undertaking are awesome.

Muehler v. Land O'Lakes, Inc., 617 F. Supp. 1370 (D. Minn. 1985). This Court agrees, and if God forbid a tragedy like this were to happen again, the result here should encourage attorneys of this caliber to step up in a time of need, and certainly not discourage them from doing so. These attorneys stepped up here, and they deserve to be recognized and fairly compensated for their outstanding work.

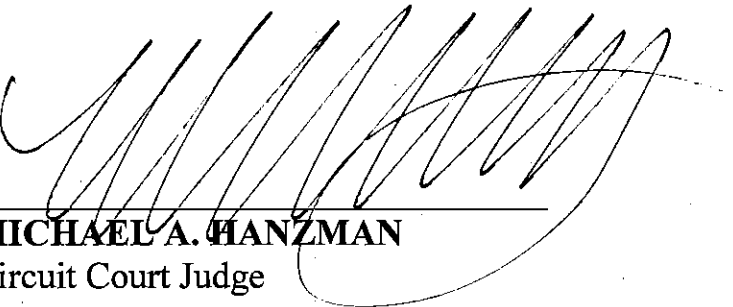
For the foregoing reasons, it is hereby **ORDERED**:

1. Class counsel is awarded the sum of Sixty-Five Million Dollars (\$65,000,000.00) in attorney's fees. The Receiver shall also pay counsel any unreimbursed out of pocket costs.

2. The Court, by separate Order, will also award reasonable fees for services rendered by counsel in connection with the claims process.
3. The Court again reminds counsel that no attorney's fees or costs may be demanded, requested, or accepted from class members directly. No fees and costs will be paid other than those awarded by the Court.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida this

29th day of August, 2022.



MICHAEL A. HANZMAN
Circuit Court Judge

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