

**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.**

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**MOTION FOR ENTRY OF BAR ORDER AND INCORPORATED MEMORANDUM  
OF LAW WITH RESPECT TO AUGUST 2022 SETTLEMENT AGREEMENT**

Michael I. Goldberg (the “Receiver”), pursuant to Rule 4 of the Complex Business Litigation Rules, moves for entry of a “Final Order Barring, Restraining, and Enjoining Claims (I) That Were or Could Have Been Asserted against the Champlain Towers South Condominium Association, Inc., and the Additional Settling Parties in the *In Re: Champlain Towers South Collapse Litigation* and (II) All Other Claims Arising Out of or Relating Directly or Indirectly to the Champlain Towers South Collapse” (“Receivership Bar Order”) in the form attached as Exhibit 1, as agreed by the Parties to the “In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement with the Champlain Towers South Condominium Association, Inc., Central Alarm Control, Inc., Infinite Aqua, LLC, and Premier Fire Alarms and Integration System, Installation Division, Inc.” (the “Settlement Agreement”),<sup>1</sup> which the Court finally approved on August 29, 2022.

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

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<sup>1</sup> Capitalized terms not defined herein are defined in the Settlement Agreement. All references to “Article” or “Art.” are to the identified Article in the Settlement Agreement.

1. The Settlement Agreement requires entry of the Receivership Bar Order in the Receivership as part of the overall Settlement. *See* Art. 8.2.

2. The Court, as a court of equity, has jurisdiction to consider this motion, the Settlement Agreement, and request for entry of the requested Receivership Bar Order. *See* Art. V, § 5(b), Fla. Const.; Chapter 718, Florida Statutes; Fla. Stat. § 26.012(2)(c); *English v. McCray*, 348 So. 2d 293, 298 (Fla. 1977) (“Circuit courts of the State of Florida have exclusive jurisdiction of all cases in equity.”) (citations omitted); *Terex Trailer Corp. v. McHwain*, 579 So. 2d 237, 241 (Fla. 1st DCA 1991) (“By constitution and statute, the circuit courts of Florida are vested with exclusive equity jurisdiction.”); *State of Fla., Office of Fin. Regulation v. Berman Mtg. Corp., et al.*, No. 07-43672 CA 09 (Mia. Dade Circuit Ct., Mar. 12, 2010) (Bagley, J.) (citing the foregoing constitutional, statutory, and case authorities in support of an order granting receiver’s motion seeking approval of a settlement and entry of a litigation bar order enjoining lenders and receivership creditors from prosecuting claims against the former auditor of a receivership entity); *Realty Bond & Share Co. v. Englar*, 143 So. 152, 154, 104 Fla. 329, 334 (Fla. 1932) (“The prevention of multiplicity of actions at law is one of the special grounds of equity jurisdiction and for that purpose the remedy by injunction is freely used.”) (quotation omitted); *see also In re Seaside Eng’g & Surveying, Inc.*, 780 F.3d 1070, 1076 (11th Cir. 2015) (affirming confirmation of chapter 11 plan which included litigation bar order); *SEC v. Kaleta*, 530 F. A’ppx 360 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action); *Matter of Munford, Inc.*, 97 F.3d 449 (11th Cir. 1996) (affirming approval of settlement and entry of bar order in bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 480 (11th Cir. 1992) (affirming approval of settlement and entry of bar order in class action lawsuit); *SEC v. Quiros, et al.*, No. 16-cv-21301 (S.D. Fla. Oct. 8, 2016) [ECF No. 231] (approving settlement and bar order in SEC receivership); *SEC v. Mutual Benefits Corp.*, No. 04-60573 [ECF

No. 2345] (S.D. Fla. Oct. 13, 2009) (same); *SEC v. Latin American Svcs. Co., Ltd.*, No. 99-2360 [ECF No. 353] (S.D. Fla. May 14, 2002) (same).

3. The attached form of the Receivership Bar Order has been approved by the Parties as fulfilling the obligation for entry of the Receivership Bar Order as required by the Settlement Agreement.

4. Accordingly, the Receiver respectfully requests that the Court enter the Receivership Bar Order in the form attached.

5. A copy of the Receivership Bar Order in the form attached will be uploaded concurrently with the filing of this motion.

WHEREFORE the Receiver respectfully requests that this Court grant this motion, enter the Receivership Bar Order in the form attached as Exhibit 1, and grant the Receiver such other and further relief as the Court deems just and proper.

Respectfully submitted;

Date: August 30, 2022

**AKERMAN LLP**  
201 East Las Olas Boulevard, Suite 1800  
Fort Lauderdale, Florida 33301-2229  
Telephone: (954) 463-2700  
Facsimile: (954) 463-2224

By: /s/ Christopher S. Carver  
Christopher Carver, Esq.  
Florida Bar No. 993580  
christopher.carver@akerman.com  
cary.gonzalez@akerman.com  
Andrew P. Gold, Esq.  
Florida Bar No. 612367  
andrew.gold@akerman.com  
jill.parnes@akerman.com  
and

Brenda Radmacher, Esq.  
California Bar No. 185265  
*Admitted Pro Hac Vice*  
**AKERMAN LLP**  
601 West Fifth Street, Suite 300  
Los Angeles, California 90071

*Counsel for Receiver Michael I. Goldberg*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 30, 2022, a copy of this *Motion for Entry of Bar Order and Incorporated Memorandum of Law with Respect to August 2022 Settlement Agreement* was electronically filed with the Clerk of Court by using the Florida Courts E-Filing Portal and furnished a copy of same to all counsel of record through the Florida Court's E-Filing Portal.

By: /s/ Christopher S. Carver

# **EXHIBIT 1**

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

IN RE: CHAMPLAIN TOWERS SOUTH  
COLLAPSE LITIGATION,

CLASS REPRESENTATION

CBL DIVISION

CASE NO: 2021-015089-CA-01

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**FINAL ORDER BARRING, RESTRAINING, AND ENJOINING CLAIMS (I) THAT WERE OR COULD HAVE BEEN ASSERTED AGAINST THE CHAMPLAIN TOWERS SOUTH CONDOMINIUM ASSOCIATION, INC., AND THE ADDITIONAL SETTling PARTIES IN THE *IN RE: CHAMPLAIN TOWERS SOUTH COLLAPSE LITIGATION* AND (II) ALL OTHER CLAIMS ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THE CHAMPLAIN TOWERS SOUTH COLLAPSE**

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

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

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

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

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

On June 24, 2022, the Court approved the June 2022 Class Action Settlement and certified the Settlement Class through issuance of the *Final Order and Judgment* (the “**June 2022 Final Approval and Certification Order**”). On August 5, 2022, pursuant to the June 2022 Settlement Agreement, the Court entered a final order barring claims.<sup>2</sup>

After consummation of the June 2022 Class Action Settlement, Class Counsel continued to negotiate a settlement with the CTSCA and with Central Alarm Control, Inc., Infinite Aqua, LLC, and Premier Fire Alarms and Integration System, Installation Division, Inc. (each an “Additional Settling Party” and, collectively, the “Additional Settling Parties”), which had been identified by Class Counsel as potentially responsible, in whole or in part, for the CTS Collapse.

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

<sup>2</sup> The Court understands that Plaintiffs intend to seek modification of this order, in accordance with an agreement with the Settling Parties to the June 2022 Settlement Agreement.

Pursuant to its August 9, 2022, *Order Granting Class Plaintiffs' Motion for Preliminary Approval of August 2022 Class Action Settlement and Certification of the Settlement Class* (the “**August 2022 Preliminary Approval Order**”), the Court granted preliminary approval of the *In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement with the Champlain Towers South Condominium Association, Central Alarm Control, Inc., Infinite Aqua, LLC, and Premier Fire Alarms and Integration System, Installation Division, Inc.* (the “August 2022 Settlement Agreement”) attached to the Motion as Exhibit A (the “**August 2022 Settlement Agreement**”), and scheduled a Fairness Hearing in Miami, Florida, on August 29, 2022, at 9:00 a.m. (the “**August 2022 Final Approval Hearing**”), to consider whether the terms of the August 2022 Settlement Agreement were fair, reasonable, adequate, and in the best interests of the August 2022 Settlement Class, and whether final orders and judgments in accordance with the terms of the August 2022 Settlement Agreement should be entered.

The August 2022 Preliminary Approval Order set August 26, 2022, for any person who objected to the terms of the August 2022 Settlement Agreement to file an objection. No person objected to the August 2022 Settlement Agreement.

On August 29, 2022, the Court approved the August 2022 Action Settlement Agreement and certified the Settlement Class through issuance of the *Final Order Approving August 2022 Class Action Settlement Agreement and Certifying Settlement Class* (the “**August 2022 Final Approval and Certification Order**”).

Pursuant to the August 2022 Settlement Agreement and by way of the Motion, the Receiver now requests entry of this bar order (the “**Bar Order**”) to the express benefit of the CTSCA and Additional Settling Parties and permanently barring, restraining, and enjoining all persons or entities from asserting the “Barred Claims,” as defined below.



This Court is fully advised of the issues in the Litigation, the Receivership Proceeding, and related proceedings before it, as it has previously received evidence, reviewed memoranda, and heard argument concerning the events, circumstances, and transactions related to the CTSCA and the CTS Collapse, which resulted in, among other things, the appointment of the Receiver and establishment of the Receivership Proceeding. Having done so, in addition to the findings of fact and conclusions of law made by the Court in the August 2022 Final Approval and Certification Order, all of which are incorporated as though fully set forth herein, the Court makes the following additional findings of fact and conclusions of law, as applicable:

1. The Court, as a court of equity, has jurisdiction over the subject matter including, without limitation, jurisdiction to consider the Motion, the August 2022 Settlement Agreement (the “Settlement Agreement”), and request for this Bar Order, and authority to grant the Motion and enter this Bar Order. *See* Art. V, § 5(b), Fla. Const.; Chapter 718, Florida Statutes; Fla. Stat. § 26.012(2)(c); *English v. McCray*, 348 So. 2d 293, 298 (Fla. 1977) (“Circuit courts of the State of Florida have exclusive jurisdiction of all cases in equity.”) (citations omitted); *Terex Trailer Corp. v. McHwain*, 579 So. 2d 237, 241 (Fla. 1st DCA 1991) (“By constitution and statute, the circuit courts of Florida are vested with exclusive equity jurisdiction.”); *State of Fla., Office of Fin. Regulation v. Berman Mtg. Corp., et al.*, No. 07-43672 CA 09 (Mia. Dade Circuit Ct., Mar. 12, 2010) (Bagley, J.) (citing the foregoing constitutional, statutory, and case authorities in support of an order granting receiver’s motion seeking approval of a settlement and entry of a litigation bar order enjoining lenders and receivership creditors from prosecuting claims against the former auditor of a receivership entity); *Realty Bond & Share Co. v. Englar*, 143 So. 152, 154, 104 Fla. 329, 334 (Fla. 1932) (“The prevention of multiplicity of actions at law is one of the special grounds of equity jurisdiction and for that purpose the remedy by injunction is freely used.”) (quotation omitted); *see also In re Seaside Eng’g & Surveying, Inc.*, 780 F.3d 1070, 1076 (11th Cir. 2015)

(affirming confirmation of chapter 11 plan which included litigation bar order); *SEC v. Kaleta*, 530 F. A’ppx 360 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action); *Matter of Munford, Inc.*, 97 F.3d 449 (11th Cir. 1996) (affirming approval of settlement and entry of bar order in bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 480 (11th Cir. 1992) (affirming approval of settlement and entry of bar order in class action lawsuit); *SEC v. Quiros, et al.*, No. 16-cv-21301 (S.D. Fla. Oct. 8, 2016) [ECF No. 231] (approving settlement and bar order in SEC receivership); *SEC v. Mutual Benefits Corp.*, No. 04-60573 [ECF No. 2345] (S.D. Fla. Oct. 13, 2009) (same); *SEC v. Latin American Svcs. Co., Ltd.*, No. 99-2360 [ECF No. 353] (S.D. Fla. May 14, 2002) (same).

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

3. Accordingly, all affected parties were furnished a full and fair opportunity to object to the Motion, the Settlement Agreement, the Bar Order, and all matters related thereto, and to be heard at the Final Approval Hearing. The notice provided complied with all requirements of applicable law, including, without limitation, the Florida Rules of Civil Procedure, the Court’s rules, and the due process and all other relevant requirements of the United States Constitution and the Florida Constitution.

4. The August 2022 Settlement Agreement is the product of extensive good faith negotiations by competent, experienced, and conflict free counsel, undertaken at arm’s length, and

not collusive. The August 2022 Settlement Agreement is unquestionably in the best interests of the Receivership Estate, and the Receiver's decision to enter into the August 2022 Settlement Agreement is a prudent exercise of his business judgment which is well within the scope of his discretion acting on behalf of the CTSCA and as a fiduciary to its creditors for multiple reasons, including, but not limited to, the following:

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

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

5. Based upon the foregoing, the Court further finds and concludes that (i) entry into the August 2022 Settlement Agreement is a prudent exercise of business judgment by the Receiver; (ii) the August 2022 Settlement Agreement is the product of extensive good faith negotiations by competent, experienced, and conflict free counsel, undertaken at arm's length, and not collusive and is fair, adequate, and reasonable, and will obviate the need for continued substantial litigation

and avoid the extensive time and financial expense necessarily associated therewith; (iii) the interests of all affected persons and entities were fairly and reasonably considered and addressed; (iv) the rights to due process of all parties-in-interest were protected by the procedures the Court adopted in the August 2022 Preliminary Approval Order, and that, therefore, the requested Bar Order should issue.

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

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

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

3. This Bar Order is well within the scope of the Court's equity jurisdiction pursuant to the Florida Constitution, Florida Statutes, and Florida caselaw. *See* Art. V, § 5(b), Fla. Const.; Chapter 718, Florida Statutes; Fla. Stat. § 26.012(2)(c); *English*, 348 So. 2d at 298 (“Circuit courts of the State of Florida have exclusive jurisdiction of all cases in equity.”); *Terex Trailer Corp.*, 579 So. 2d at 241; *State of Fla., Office of Fin. Regulation, supra* (approving litigation bar order enjoining lenders and receivership creditors from prosecuting claims against former auditor of receivership entity); *Realty Bond & Share Co.*, 142 So. at 154 (prevention of multiplicity of actions at law is one of special grounds of equity jurisdiction and for that purpose the remedy by injunction is freely used); *see also SEC v. Kaleta, supra* (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action); *In re Seaside Eng'g & Surveying, Inc., supra* (affirming confirmation of chapter 11 plan which included litigation bar

order); *Matter of Munford, Inc., supra* (affirming approval of settlement and entry of bar order in bankruptcy case); *In re U.S. Oil and Gas Lit., supra* (affirming approval of settlement and bar order in class action lawsuit); *SEC v. Quiros, supra* (approving bar order in SEC receivership); *SEC v. Mutual Benefits Corp., supra* (same); *SEC v. Latin American Svcs. Co., Ltd., supra* (same).

4. **BAR ORDER: THE BARRED PERSONS ARE PERMANENTLY BARRED, ENJOINED, AND RESTRAINED FROM ENGAGING IN THE BARRED CONDUCT AGAINST THE BENEFICIARIES WITH RESPECT TO THE BARRED CLAIMS**, as those terms are herein defined. This Bar Order does not alter or amend the rights and obligations, if any, of a Released Party and such Released Party's respective insurers to each other under any policy of insurance. Furthermore, this Bar Order does not apply to claims by insurers against their reinsurers or their retrocessionnaires. In the event of any conflict between the terms of Section 7.8 of the June 2022 Settlement Agreement and this Bar Order, the terms of Section 7.8 of the June 2022 Settlement Agreement shall control.

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

c. **“Barred Claims”**: except as otherwise provided in Sections 5.1.2, 5.3.3 & 5.8.2 of the August 2022 Settlement Agreement and Section 7.8 of the June 2022 Settlement Agreement and in this Paragraph 4(c), any and all claims, actions, lawsuits, causes of action, investigation, demand, complaint, cross-claims, counterclaims, or third-party claims or proceeding of any nature, including, but not limited to, litigation, arbitration, or other proceeding, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States or elsewhere, whether arising under local, state, federal, or foreign law, regulation, or rule, that in any way relate to, are based upon, arise from, or are connected with the Released Claims or interests of any kind as set forth in the August 2022 Settlement Agreement, the facts and claims that were, or could have been asserted, in the Litigation, the Receivership Proceeding, or any other proceeding involving the CTSCA, the Receiver, the Receivership Estate, the Settlement Class Members, or the Parties, which arise directly or indirectly in any manner whatsoever from the CTSCA’s or the Parties’ activities, work, conduct, omissions, or services as relating, directly or indirectly, to Champlain Towers South, the CTS Collapse, or the Settlement Agreement, to the broadest extent permitted by law, *provided however*, that direct claims held by a Resident and/or Invitee of a Unit against his/her respective landlord, host, and/or Unit Owner and/or any claims against a Resident, Invitee, landlord, host and/or Unit Owner’s respective direct insurers, specific to a loss arising from tenancy of, occupancy of, or invitation to a Unit, are excluded from the scope of this Bar Order and are not barred, as similarly set forth in the Final Bar Order entered by the Court on April 6, 2022. *Notwithstanding* that exclusion, all other claims by a Resident, Invitee, landlord, host and/or Unit Owner against all persons or entities, are Barred Claims.

d. **“Beneficiaries”**: (i) the CTSCA, (ii) the Receiver, (iii) the Receivership Estate, (iv) the Parties, (v) the Released Parties, (vi) the Settlement Class Members, and (vii) the

Unit Owners (except as expressly provided herein), (viii) every present and former member of the board of directors of the CTSCA, and (ix) and any of their employees, independent contractors, attorneys, counselors, experts, or advisors.

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

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

**DONE AND ORDERED** in Chambers at Miami, Florida, this \_\_\_\_ day of August, 2022.

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MICHAEL A. HANZMAN  
CIRCUIT COURT JUDGE