

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

CASE NO.: 2021-015089-CA-01

SECTION: CA43

JUDGE: Michael Hanzman

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

**DEFENDANT DESIMONE CONSULTING ENGINEERS LLC'S RESPONSE AND
NOTICE OF JOINING 8701 COLLINS, TWI AND TG'S RESPONSE AND
OBJECTION TO THE RELEASE OF THE SUBROGATION HOLDBACK SUM**


Defendant DeSimone Consulting Engineers LLC (“DeSimone”), by and through its undersigned attorneys, hereby gives notice of joining the response of 8701 Collins Development, LLC, Terra World Investments, LLC and Terra Group, LLC (collectively, the “8701 Defendants”), as set forth in the Response to the Receiver’s Motion to Confirm Compliance with Article 6.7 of the June 2022 Settlement Agreement in Contemplation of Distribution and Objection to the Release of Subrogation Holdback Sum (the “8701 Response”). In addition to arguments made below, DeSimone seeks all relief sought in the 8701 Response.

The 8701 Defendants correctly state in the 8701 Response that the Receiver has not met its burden of proving that all conditions of the Settlement Agreement dated June 17, 2022 (the “June Settlement Agreement”) have been satisfied for release of the Subrogation Holdback Sum.¹ The Plaintiffs’ Steering Committee (“PSC”) and Receiver are in a position to investigate and represent to this Court and the Settling Parties that all SCM Insurers have been identified and the requisite Insurer Waivers have been executed and delivered, yet the Receiver’s motion fails to provide any

¹ As defined in the June Settlement Agreement.

factual evidence of the same.² The conditions precedent for release of the Subrogation Holdback Sum are essential to the June Settlement Agreement . Without proof or legal justification, the Receiver seeks to undermine the fundamental benefit for which the Settling Parties bargained by releasing these funds prior to satisfying the conditions precedent to which all parties agreed in the June Settlement Agreement. The Receiver’s motion should therefore be denied.

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² “Settling Parties”, “SCM Insurers” and “Insurer Waivers” are each defined in the June Settlement Agreement.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 22, 2022, a true and correct copy of the foregoing Response and Notice of Joining was filed with the Clerk of Court by using the ECF system which will send a notice of electronic filing to all parties appearing in this case.

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