

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MIGHT BE ELIGIBLE FOR A CASH PAYMENT.

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

1. WHY ARE YOU RECEIVING THIS NOTICE?

You are receiving this notice because you might be eligible for a cash payment as a result of a settlement (the “Settlement”) reached in the class action lawsuit styled *In Re: Champlain Towers South Collapse Litigation* (Case No. 2021-015089-CA-01) (Fla. 11th Cir. Ct.) (the “Lawsuit”).

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

The Settlement is between the Settlement Class (as defined in Section 3), Michael I. Goldberg, in his capacity as Court-appointed receiver in the Lawsuit (the “Receiver”), Champlain Towers South Condominium Association, Inc. (the “CTSCA”), and the Settling Parties (as defined in Section 13 below).

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

- (a) request a settlement payment (see Section 8);
- (b) object to the Settlement Agreement (see Section 10) and optionally request a settlement payment if the Court approves the Settlement Agreement over your objection; or
- (c) do nothing, in which case you will not receive a settlement payment.

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

2. DESCRIPTION OF THE LAWSUIT.

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

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

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

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

The Settlement Class is defined as: (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons who died or sustained any personal injury (including, without limitation, emotional distress) as a result of the CTS Collapse, (e) persons or entities who suffered a loss of, or damage to, real property or personal property, or suffered other economic loss, as a result of the CTS Collapse, (f) Representative Claimants, and (g) Derivative Claimants.

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

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

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

4. WHO REPRESENTS THE SETTLEMENT CLASS?

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

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

CLASS COUNSEL	
Harley S. Tropin Javier A. Lopez Kozyak Tropin & Throckmorton LLP	Rachel W. Furst Stuart Z. Grossman Grossman Roth Yaffa Cohen, P.A.
Ricardo M. Martínez-Cid Podhurst Orseck, P.A.	Adam M. Moskowitz The Moskowitz Law Firm, PLLC
Curtis B. Miner Colson Hicks Eidson, P.A.	John Scarola Searcy Denney Scarola Barnhart & Shipley, P.A.
Robert J. Mongeluzzi Saltz Mongeluzzi & Bendesky	Shannon del Prado Pita Weber & Del Prado
Jorge E. Silva Silva & Silva, P.A.	Willie E. Gary Gary Williams Parenti Watson & Gary, PLLC

Gonzalo R. Dorta Gonzalo R. Dorta, P.A.	Judd G. Rosen Goldberg & Rosen, P.A.
MaryBeth LippSmith LippSmith LLP	Luis E. Suarez Heise Suarez Melville, P.A.
John H. Ruiz MSP Recovery Law Firm	William F. "Chip" Merlin, Jr. Merlin Law Group
Bradford R. Sohn The Brad Sohn Law Firm	

5. THE PROPOSED SETTLEMENT.

After extensive negotiations, the parties have agreed to settle the Lawsuit. Under the proposed Settlement, the Settling Parties have agreed to the creation of a fund (the "Settlement Fund"), which totals **approximately \$1,021,199,000.00**, to make cash payments to the Settlement Class Members (who are awarded damages through the Court ordered claims procedure addressed in Section 8 below). The Court did not decide in favor of any party. Instead, all sides agreed to a Settlement they believe is fair, reasonable, and adequate, after considering the risks and burden of continued litigation. The Class Representatives and Class Counsel believe the proposed Settlement confers substantial benefits on, is in the best interests of the Settlement Class Members, and represents a fair, reasonable, and adequate resolution of the lawsuit.

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

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

The Settlement provides for a release of claims against the Settling Parties and others. If the Settlement is approved by the Court, the plaintiffs in the Lawsuit and each Settlement Class Member (except those who have excluded themselves from the Settlement Class under Section 9) will release the Settling Parties and related persons and entities from all causes of action related to or arising out of all claims asserted or that could have been asserted in the Lawsuit.

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

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

No. Unless you exclude yourself, you will be bound by the Court's judgment approving the Settlement, and you give up the right to sue Settling Parties for the

claims that this Settlement resolves. If you have a pending lawsuit, you must exclude yourself from this class to continue your own lawsuit.

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

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

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

In addition to the settlement between the Settlement Class Members and the Settling Parties, the Receiver is also entering into a settlement with the Settling Parties which will be separately addressed by the Court. This additional settlement with the Settling Parties will include a bar order (the “Bar Order”) which will prevent persons from filing or prosecuting any claims against the Settling Parties or the Settlement Class Members that arise from or relate to, directly or indirectly, the CTS Collapse. In other words, if you submit an Opt Out, the Bar Order may apply to you, and you may not retain the right to bring, maintain, or be part of a different lawsuit against Settling Parties and the Settlement Class Members.

8. HOW DO I MAKE A CLAIM?

Because the Champlain Towers South unit owners have settled their real property claims through a separate settlement agreement dated March 4, 2022, as approved by the Court through the Final Bar Order dated April 6, 2022, only the following claims will be considered as part of this Settlement: (1) wrongful death of a Settlement Class Member as a result off the CTS Collapse; (2) personal injury of a Settlement Class Member as a result of the CTS Collapse; and (3) loss of personal property of a Settlement Class Member (but not owners) who were also resident or invitee as a result of the CTS collapse.

A. SIMPLE CLAIM PROCESS

All Settlement Class Members may complete and execute a simple claim form. The simple claim form allows Settlement Class Members to make claims for pre-set amounts rather than go through the evaluation process by the Court described in Section 8(b) below. A copy of the simple claim form which explains the eligibility for compensation is accessible at www.ctsreceivership.com.

B. FULL CLAIMS PROCESS

For the Settlement Class Members who do not wish to a file the simple claim form, the Court will evaluate all personal injury, wrongful death, and personal property claims pursuant to a claims protocol and review process, review claim forms and supplemental materials, and meet with families and their counsel. The Court will then determine each Settlement Class Member’s eligibility for a monetary payment and the amount of any monetary payment.

Other than making a payment into the Settlement Fund, the Settling Parties have no responsibility for, interest in, or liability with respect to the claims process or claims determinations referenced in Section 8(a) or 8(b) above.

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

THE CLAIMS DEADLINE IS JULY 18, 2022

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

9. OPTING OUT OF THE CLASS.

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

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

Opt Outs must be submitted **by June 16, 2022**. To submit an Opt Out, you or your authorized representative must mail the Opt Out and email a copy of the Opt Out to the following:

OPT OUT SUBMISSION PROCEDURE	
Mail To: <i>Postmarked by June 16, 2022</i>	In re: CTS Collapse Litigation Claims Administrator Hon. Judge Michael A. Hanzman Thirteenth Judicial Circuit Dade County Courthouse, Room DCC416 73 West Flagler Street Miami, FL 33130
Email Copy To: <i>Delivered by June 16, 2022</i>	Hon. Michael Hanzman (mhanzman@jud11.flcourts.org) Michael Goldberg (michael.goldberg@akerman.com) Harley Tropin (hst@kttlaw.com) Rachel Furst (rwf@grossmanroth.com)

If you choose to submit an Opt Out, the mailed Opt Out must be postmarked by June 16, 2022, and the emailed copy of the Opt Out must be **delivered** by June 16, 2022.

If you submit an Opt Out, you will not receive money from this Settlement, but you will keep your legal rights to any claims that you may have against the Settling Parties. If you do not exclude yourself, you may request a settlement payment pursuant to the claims administration process described in Section 8, but you will be bound by the Court's judgment and the terms of the Settlement, including all releases.

10. OBJECTING TO THE SETTLEMENT.

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

No later than June 16, 2022, a Settlement Class Member who wishes to object to any aspect of the Settlement must file with the Court a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention. That written statement also must contain the Settlement Class Member's printed name, address, telephone number, date of birth, written evidence establishing that the objector is a Settlement Class Member, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection.

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

No later than **June 16, 2022**, written objections must be (a) filed with the Court and (b) emailed to Class Counsel, the Receiver, and the Settling Parties at the email addresses below:

To the Court:	In re: CTS Collapse Litigation Claims Case No. 2021-015089-CA-01 Hon. Judge Michael A. Hanzman Thirteenth Judicial Circuit Dade County Courthouse, Room DCC416 73 West Flagler Street Miami, FL 33130
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To Class Counsel:	<p>Kozyak Tropin & Throckmorton LLP Attention: Harley S. Tropin hst@kttl.com</p> <p>Grossman Roth Yaffa Cohen, P.A. Attention: Rachel W. Furst rwf@grossmanroth.com</p>
To CTSCA or the Receiver:	<p>Akerman LLP Attention: Michael Goldberg michael.goldberg@akerman.com Attention: Christopher Carver christopher.carver@akerman.com</p>
To the Settling Parties:	<p>Phelps Dunbar LLP Attention: Seth M. Schimmel 100 South Ashley Drive Suite 2000 Tampa, FL 33602 seth.schimmel@phelps.com</p> <p>Zetlin & De Chiara LLP Attention: Michael K. De Chiara Attention: Jaimee L. Nardiello 801 Second Avenue New York, NY 10017 mkd@zdlaw.com jnardiello@zdlaw.com</p> <p>Greenberg Traurig, P.A. Attention: Michael J. Thomas 333 S.E. 2nd Avenue Suite 4400 Miami, FL 33131 thomasmic@gtlaw.com</p> <p>Squire Patton Boggs (US) LLP Attention: Andrew R. Kruppa 200 South Biscayne Blvd. Miami, FL 33131 andrew.kruppa@squirepb.com</p>

Class Counsel and the Receiver will ensure that all objections are promptly delivered to the lawyers for all Settling Parties.

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court, to

otherwise contest the approval of the proposed Settlement, and to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will also be deemed to have forfeited all rights you may have to object to the Settlement.

11. THE FAIRNESS HEARING.

The Court has scheduled a fairness hearing on June 23, 2022, at 9:00 a.m. in Courtroom 9-1 of the Miami-Dade Children’s Courthouse, located at 155 NW 3rd St, Miami, Florida 33128 (the “Fairness Hearing”). The Fairness Hearing will address whether the proposed Settlement is fair, reasonable, and adequate and whether the Court should approve it. **The Fairness Hearing date is subject to change. If the Fairness Hearing date or time changes, the new date or time will be posted at www.ctsreceivership.com.**

You may attend the Fairness Hearing. If you intend to appear personally or through your lawyer at the Fairness Hearing and address the Court, you must include a notice of intent to appear along with your objection and file it with the Court, as described above. If the Settlement is approved, any payment awarded through the claims process would issue to the Settlement Class Member after the entire claims process is completed and any appeals are finally resolved. If the Settlement is not approved, no payments will be issued.

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

Class Counsel and the Plaintiffs’ Steering Committee may ask the Court for an award of reasonable attorneys’ fees and costs based on their hours worked, their hourly rates, and potentially an appropriate multiplier. Any such award would be paid from the Settlement Fund. Applications for attorneys’ fees or expenses must be filed no later than June 12, 2022.

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

13. WHO ARE THE SETTLING PARTIES?

The term “Settling Parties” means the Town of Surfside, Florida, Securitas Security Services USA, Inc., John Moriarty & Associates of Florida, Inc., Stantec Architecture, Inc., **Becker & Poliakoff, P.A., DeSimone Consulting Engineering, DPC, f/k/a DeSimone Consulting Engineers, LLC., NV5, Inc., Morabito Consultants, Inc., Bizzi & Partners Development LLC, 8701 Collins Avenue Condominium Association, Inc., 8701 Collins Development, LLC, Terra Group, LLC, Terra World Investments, LLC, Florida Civil, Inc., Chuck’s Backhoe Service, Inc., ASAP Installations LLC, H. Vidal & Associates, Inc., Rhett Roy Landscape Architecture LLC, Concrete Protection and Restoration, Inc., Concrete Protection and Restoration, LLC, Willcott Engineering, Inc., Sammet Pools, Inc., Scott R. Vaughn, PE, LLC, CDPW, Inc., Campany Roof Maintenance, LLC, Western Waterproofing Company of America, d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Geosonics, Inc, O & S Associates, Inc., and Tanenbaum Harber of Florida, LLC.**

14. ADDITIONAL INFORMATION.

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

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

REMINDER
THE OPT OUT DEADLINE IS JUNE 16, 2022
<u>THE CLAIMS DEADLINE IS JULY 18, 2022</u>