

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

CASE NO. 2021-003058-CA-01 CA 22

KAREEN LECORPS et al

Plaintiffs,

vs.

STAR LAKES ASSOCIATION INC

Defendant.

\_\_\_\_\_ /

Hearing Before the Honorable  
BEATRICE BUTCHKO

Monday, September 13, 2021  
2:00 p.m. to 5:00 p.m.  
Virtual Hearing

Stenographically Reported By:  
LOURDES M. RESTREPO, RPR  
Registered Professional Reporter

- - - -

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

APPEARANCES

On Behalf of the Plaintiff:

Law Offices of SHAUN ZACIEWSKI, P.A.  
175 SW 7th Street, Suite 1611  
Miami, FL 33130  
(786) 353-0195  
Shaunz@zaciewskilaw.com

BY: SHAUN M. ZACIEWSKI, ESQUIRE

On Behalf of the Defendant:

MARSHALL, DENNEHEY, WARNER, COLEMAN & GOGGIN  
2400 East Commercial Blvd, Suite 1100  
Fort Lauderdale, FL 33308  
pmdelong@mdwgcg.com

BY: PATRICK DELONG, ESQUIRE

1 (Thereupon, the following proceedings were held:)

2 THE COURT: This is Karen Lecorps and others versus  
3 Star Lake Association -- no -- yes, it is -- for the  
4 Plaintiff. Make your appearance.

5 MR. ZACIEWSKI: Good afternoon, Judge.  
6 Shaun Zaciewski on behalf of the Plaintiffs,  
7 Karen Lecorps and John Baptiste.

8 THE COURT: And for the defense?

9 MR. DELONG: Good afternoon, Your Honor. I'm  
10 Patrick DeLong. I'm here on behalf of the Defendant,  
11 Star Lake Association, and I'm also here with  
12 Holly Hamilton, with my firm, and Bradley Friedman, I  
13 believe. Yes, he's counsel for the Association, also.

14 THE COURT: Okay.

15 THE BAILIFF: We have a court reporter.

16 THE COURT: Yes, I see. And we're here on  
17 Plaintiff's emergency motion for temporary injunction.

18 MR. ZACIEWSKI: Yes, Your Honor.

19 THE COURT: Go ahead and present your motion,  
20 please.

21 MR. ZACIEWSKI: You may recall some of this, but my  
22 clients lived within Star Lakes Association. It is a  
23 condominium that consists of 19 buildings, 386 units,  
24 governed by Florida statute 718th and its governing  
25 documents.

1           The basis of this motion for temporary injunction  
2 stems from a -- well, it's a special assessment resulting  
3 from a fire that destroyed a large portion of Building 12  
4 in the common elements in December of 2017, almost four  
5 years ago.

6           Initially, the Association received 1.4 million from  
7 insurance proceeds in 2018. However, as the testimony  
8 will be provided today, the Association failed to secure  
9 the building, obtain the proper permits and commence the  
10 work as required by Miami-Dade County Unsafe Structures  
11 Division after numerous notices and hearings, which  
12 caused more damage to the buildings. And the owners of  
13 Building 12 were displaced and continue to be displaced  
14 actually four years later, which leads us to the illegal  
15 special assessment, subject to this motion, Your Honor.

16           In 2020, the board of directors unilaterally passed  
17 a special assessment on June 22nd, 2020 in the amount of  
18 1.21 -- \$1,250,000, and 700,000 of that was allocated to  
19 Building 12. Again, see the owners in all the buildings,  
20 not just Building 12. This is a special assessment  
21 passed against all of the members within the community,  
22 and the basis was that it alleged that the insurance  
23 proceeds in the amount of \$1.4 million was not sufficient  
24 to pay for all the damages, and it was required to pass a  
25 special assessment to complete the project.

1           However, which was attached to the motion and which  
2           you'll hear today, as well, Article 17 asks 2C of the  
3           declaration for this association indicates that the  
4           insurance proceeds are not sufficient to pay for the  
5           repair and replacement of the common elements. The  
6           Association shall obtain approval from the majority of  
7           all the members to pass a special assessment to cover the  
8           shortage, or else a construction project shall be  
9           abandoned and the condominium terminated.

10           And although the Association has taken the position,  
11           Your Honor, that Building 12 owners voted to pass the  
12           special assessment, there's been no evidence submitted  
13           that there was ever a vote by Building 12 owners, there's  
14           no minutes from the meeting where allegedly this occurred  
15           that Building 12 owners agreed to pass special  
16           assessment, and we will hear testimony today, as well,  
17           Your Honor, where there was no written vote for a special  
18           assessment to be passed.

19           The only thing that was discussed was whether or not  
20           Building 12 owners would be willing to reconstruct the  
21           building, and from there, I guess there was some  
22           discussion where the owners, they actually did agree that  
23           that would be something they'd be interested in; however,  
24           again, there was never a written vote. There's no vote  
25           for a special assessment that was passed, and it would be

1 kind of contradictive because the owners still have been  
2 displaced.

3 So in the meantime, this special assessment has been  
4 ongoing. It was an 18-month plus special assessment  
5 which owners are either paying or delinquent and there  
6 are some foreclosures, as well, regarding this issue.  
7 The owners for Building 12 are still not able to go back  
8 in their unit, so it doesn't make sense to me why they  
9 would have voted for the special assessment not knowing  
10 this.

11 And again, there's been no evidence presented,  
12 there's been no documents provided by the Association  
13 showing that even the Building 12 owners voted to pass  
14 it, but my argument would be even if they did -- were  
15 able to provide this evidence, all the owners within all  
16 the buildings would still need to have to approve this  
17 special because it applies to all of them. They're all  
18 paying for this.

19 THE COURT: I got it. I understand. That was an  
20 excellent opening. Let me hear from the other side, and  
21 let's get to the presentation of evidence because it's  
22 going to be very easy to resolve this issue after the  
23 opening from the other side. What I need from the  
24 Plaintiff is evidence with regard to the deficiencies  
25 that you noted.

1           So I don't know if maybe a board custodian or  
2           whoever you have to put on evidence to say that there was  
3           or wasn't a vote of the Building 12 owners and then -- or  
4           a vote globally, and if that didn't take place, then  
5           there can't be a special assessment. It's very simple.  
6           And if the vote is no, then the Association has to be  
7           disbanded.

8           So we don't get to foreclose on people on an  
9           illegally placed assessment so that the board members can  
10          gobble up those buildings and open more units. That's  
11          not how this works.

12          So Mr. DeLong? Did you want to give an opening?

13          MR. DELONG: Yes. Thanks for the opportunity to be  
14          heard.

15          First of all, the assessment wasn't illegal, and let  
16          me demonstrate to you why it wasn't illegal.

17          THE COURT: This is your opening statement you can  
18          demonstrate with witnesses when it's your turn.

19          MR. DELONG: Okay. The opening -- the assessment  
20          was not illegal because pursuant to Building 12's  
21          declarations, which we'll admit into evidence, if  
22          insurance proceeds are insufficient to cover the cost of  
23          rebuild, then the Building 12 declaration say that the  
24          voting members in that building vote as to whether to  
25          rebuild or abandon, you know, the project. In this case,

1 the evidence is going to show that the vote was held in  
2 May of 2020.

3 THE COURT: But the minutes -- have the minutes been  
4 provided to the plaintiff?

5 MR. DELONG: We provided the documents if he doesn't  
6 have the minutes, then there are no minutes, but I'll put  
7 on the witnesses.

8 THE COURT: How could there be no minutes of a  
9 colossally important vote?

10 MR. DELONG: Well, I'll let the property manager,  
11 Denise Brooks, explain that, Your Honor.

12 THE COURT: How is this so-called vote memorialized?

13 MR. DELONG: I'll let the property manager explain  
14 that to you, Your Honor, during the evidence, once we get  
15 to the issue of whether the assessment's illegal or not.  
16 And the vote was held, the members of -- or the owners of  
17 the units in Building 12 voted to rebuild and --

18 THE COURT: What year was this?

19 MR. DELONG: This was in -- this vote was in May of  
20 2020.

21 THE COURT: 2020.

22 MR. DELONG: Yes. Yes, Your Honor. May of 2020.  
23 So then after that vote was held to rebuild pursuant  
24 to --

25 THE COURT: Why was the vote to rebuild -- why did



1           that take place in 2020 when \$1.4 million of insurance  
2           proceeds were issued in 2018, and that was a special  
3           assessment for the fire was 2017. So I'm assuming the  
4           fire was in 2016, 2017. Why --

5           MR. DELONG: That's wrong. That's wrong. The fire  
6           was in December, I think, of 2017.

7           THE COURT: Okay, 2017, so --

8           MR. DELONG: Can I continue, Your Honor? Can I  
9           continue?

10          THE COURT: Yeah. So if the fire was in 2017, why  
11          is the vote taking place in 2020?

12          MR. DELONG: Well, because the Association had under  
13          contract -- well, first of all, there was back and forth  
14          between Miami-Dade County and the Association as to what  
15          was needed to get the rebuild project permanent. There  
16          was several issues that Miami-Dade County raised that the  
17          Association had to address and get proper inspections  
18          done, which they did, and ultimately, the Association  
19          hired a contractor. And I'll go through this in all of  
20          the evidence --

21          THE COURT: Okay.

22          MR. DELONG: -- the timeline, but there were two  
23          contractors. And the second deposit -- first of all,  
24          there were two deposits from the insurance proceeds. The  
25          first payment from the insurance was on February 25th,

1           2018 or thereabouts. The second deposit from the  
2           insurance proceeds was in September of 2018 or  
3           thereabouts.

4           There were asbestos surveys, there were engineers  
5           that were interviewed. There was, I think, a, you know,  
6           an elevation survey. So there was a lot of back and  
7           forth between the County and the Association as to what  
8           was going to be required before the rebuild.

9           THE COURT: I'm sure with the permitting could not  
10          have been easy. It's always very tricky.

11          MR. DELONG: Yeah, so then --

12          THE COURT: Usually the general contractor pulls all  
13          the permits.

14          MR. DELONG: Yeah, we can talk about that, but in  
15          any event, when the -- when the initial contractor, I  
16          believe, was Reliant Construction in January 2020 after  
17          all that back and forth, the Association asked Reliant to  
18          give -- give it an updated quote about how much it was  
19          going to cost. I think they came back at like 2.2  
20          million, I believe. So then the Association opened it up  
21          for other bids, and so Reliant was released.

22          And then there was the current contract and another  
23          contractor was engaged, I believe, at a lower price, with  
24          IMR Development Corp, which is actually the company that  
25          is doing the work, and we can talk about the progress of

1 the work.

2 There's only -- the special assessment expires in  
3 December of '21. This has been ongoing. The work's been  
4 on -- you know, this has been -- the assessment has been  
5 ongoing for like more than a year, and the work, you  
6 know, significant amount -- substantial amount of work  
7 has already been done to rebuild, you know, Building 12,  
8 and we'll get to the progress of the work.

9 But again, you know, I do have a legal argument, you  
10 know, that special assessment being applied to all of the  
11 owners, even though -- again, it's a little bit anonymous  
12 because basically the -- only the unit owners of Building  
13 12 voted on the issue of whether to rebuild or abandon.  
14 And that was pursuant to the declarations of Building 12  
15 and, you know, and I can read you the --

16 THE COURT: Well, let's get to it, because I think  
17 we have a conflict in what -- between --

18 MR. DELONG: But then the other issue is so only the  
19 unit -- only the Building 12 unit owners voted, and  
20 that's also -- if you look at Florida Statute Section  
21 718-103, subsection 30, paragraph 30, voting interests is  
22 defined in the statute. And voting interest is defined  
23 on math related to a specific condominium in a  
24 multi-condominium association. The voting interests of  
25 the condominium are the voting rights distributed to the

1 unit owners in that condominium. So the issue of whether  
2 to rebuild or to abandon relates only to that  
3 condominium, so only the unit owners in that condominium  
4 voted.

5 So the other issue becomes, okay, well, if only the  
6 unit owners in Building 12 are voting to rebuild or  
7 abandon, why is the special assessment applicable to  
8 everybody, applicable to all of the unit owners in the  
9 whole condominium association, which is 19 buildings.

10 And the answer is -- the answer to that is that  
11 under the -- there was an amendment to the declaration of  
12 the bylaws of Star Lakes, which I'll admit into evidence.  
13 And that amendment, it says, "The Star Lakes Association  
14 may operate the following listed condominiums" -- and  
15 Building 12 is one of them, it's Buildings 1 through, you  
16 know, 30A -- as a single condominium for purposes of  
17 financial matters, including assessments.

18 THE COURT: When was that amendment passed?

19 MR. DELONG: That was in 2000. That was on May 8th  
20 of 2000 that amendment was passed. There's also  
21 statutory support for that, Your Honor. And the statute  
22 is Florida statute 718.111, subparagraph 6, "Operation of  
23 condominiums created prior to 1977. Notwithstanding any  
24 provision of this chapter, an association may operate two  
25 or more residential condominiums in which the initial

1 condominium declaration was recorded."

2 THE COURT: Thank you. Mr. Delong, I can't have you  
3 go on for 30 minutes. We have very little bit of time.

4 MR. DELONG: Okay. Well, that's statutory that  
5 would support that statute that I just cited, you know,  
6 indicates that this assessment wasn't illegal. That's  
7 the whole premise of Plaintiff's motion.

8 THE COURT: Okay. Then let's get to that.

9 MR. DELONG: It's not. It's just not.

10 THE COURT: Okay. Very good.

11 Mr. Zaciewski?

12 MR. ZACIEWSKI: Zaciewski, Your Honor.

13 Before -- I won't address -- I'll address that later  
14 if I have time, this -- the legal argument, but I'll go  
15 ahead and present my witnesses now.

16 THE COURT: I need you to be very efficient, okay?  
17 There's no jury here, so we don't need a lot of drama.  
18 Just the pertinent facts.

19 MR. ZACIEWSKI: I understand. I'd like to call on  
20 Mr. Baptiste first. It's my first witness.

21 THE COURT: Okay. Mr. Baptiste, by any chance,  
22 since -- yeah, do you have your -- all the witnesses that  
23 are going to testify, you need to produce a driver's  
24 license or some form of ID so that I can just -- hold it  
25 up to the screen and I'll swear you in. My clerk is

1           here, too. Daniel Cardonas, for the record.

2           Okay. There is it. Perfect.

3           (Witness sworn)

4           THE COURT: Okay. Thank you so much.

5           Go ahead. You may inquire.

6

7

EXAMINATION

8 BY MR. ZACIEWSKI:

9           Q. Thank you, Mr. Baptiste. Please state your name for  
10 the record, please.

11          A. John Baptiste.

12          Q. And what is your address?

13          A. My address is 291 Northwest 177th Street, Miami,  
14 Florida 33269.

15          Q. Is that property within Star Lakes Association,  
16 Inc.?

17          A. No, it is not. My property in Star Lakes is damaged  
18 right now, so I'm -- it's damaged.

19          Q. And what is -- sorry, go ahead.

20          A. The address is 19105 Northeast 2nd Avenue, Unit  
21 2108, Miami, Florida 33179.

22          Q. And what building is that in within Star Lakes  
23 Association?

24          A. Building 21.

25          Q. And how long have you owned that unit?

1 A. Since 2007.

2 Q. Mr. Baptiste, now, what do you do for a living?

3 A. I'm a nurse, a licensed nurse. I'm also a --

4 THE COURT: I'm sorry, when you say Building 21, did  
5 you mean 12?

6 THE WITNESS: No, 21.

7 THE COURT: Okay. So you're saying you're a nurse?

8 THE WITNESS: Yes, I'm a nurse. I'm an adjuster. I  
9 also do construction. I work with a contractor and  
10 engineers. I'm doing projects for insurance cases.  
11 Okay. And I'm also a property manager for more than 15  
12 years.

13 BY MR. ZACIEWSKI:

14 Q. And how many buildings are within Star Lakes  
15 Association?

16 A. 19 buildings. 17 residential and two commercial,  
17 which is the office and the auditorium area.

18 Q. Were you residing at the unit at the time of the  
19 fire that occurred at Building 12 at the end of 2017?

20 A. Residing at what? My unit at Star Lakes?

21 Q. Correct.

22 A. Yeah, I was not residing in it, but I was using it  
23 more like a storage right now until everything gets rebuilt.  
24 So I was, you know, I'm always there. I mean, pretty much I  
25 use it as a, you know, a storage like.

1 Q. Can you describe to me the extent of the damages  
2 from the fire at that time?

3 A. When the fire came out, it went through the ceiling  
4 and made a gaping hole in the -- in the roof. And the -- it  
5 wept across more so to the left side of the building than to  
6 the right and damaged most of the walls and the windows in the  
7 pack because of the heat, and the water damage was extensive  
8 during he fire while the fire department was putting it out.  
9 So it made it unlivable because they had to douse the whole  
10 upstairs because it entered the attic area.

11 Q. All right. And Your Honor, if I may, I'm going to  
12 show some documents here today. I'll get them here in front  
13 of me here.

14 THE COURT: Have you provided these to my clerk in  
15 advance of this hearing?

16 MR. ZACIEWSKI: I did, Judge. I submitted an index  
17 pursuant to your instructions, and I filed everything.  
18 So they should have received that.

19 THE CLERK: Yes.

20 THE COURT: Yes, he did. If you could just refer to  
21 the document that you're going to put up by index number,  
22 that would be helpful.

23 MR. ZACIEWSKI: Certainly.

24 First document here will be Exhibit 1. I'm going to  
25 show you this photograph here --



1 THE COURT: So, we have a court reporter.

2 MR. ZACIEWSKI: -- which appears to be --

3 THE COURT: Hold on. Okay. So I just want to make  
4 sure. So according to the index, what I need is the --  
5 somebody to give the court reporter a copy of the index,  
6 which is -- I don't know if it's on -- is the index on  
7 the docket, Danny? I'm in courtMAP. Let me go to the  
8 docket. Hold on a second.

9 THE CLERK: They did file their index, and it's on  
10 there. It's docket number 54.

11 THE COURT: Perfect. So give the court reporter  
12 docket number 54 so she can have a copy of the index. Is  
13 there an objection to this photograph being admitted into  
14 evidence by the other side?

15 MR. DELONG: No objection, Your Honor. It's fine.

16 THE COURT: Okay. This photograph, which is Exhibit  
17 1, photo with roof uplifted dated December 21, 2017 is  
18 admitted without objection.

19 Okay. Go on to the next, because we don't have time  
20 for full -- I can -- the picture speaks for itself. So  
21 what else?

22 MR. ZACIEWSKI: Okay, Your Honor, I'm just going to  
23 show a few photographs showing the condition of the  
24 building at the time of the fire, so that's Exhibit 2.

25 THE COURT: Photos of window damaged and burned

1           dated December 21, 2017. Thank you.

2           MR. ZACIEWSKI: And just a few more. Exhibit 3  
3           would be this photograph of the interior unit.

4           THE COURT: This is unit 1222?

5           THE WITNESS: Yes.

6           THE COURT: Okay. That's Exhibit 3.

7           MR. ZACIEWSKI: And that's part of Exhibit 3.  
8           They're just combined pictures of particular units within  
9           Building 12, Your Honor. This one is unit 1220.

10          THE COURT: Okay.

11          MR. ZACIEWSKI: And unit 1215.

12          THE COURT: What exhibit number is this?

13          MR. ZACIEWSKI: That's all part of Exhibit 3.

14          THE COURT: Okay. So any objection to Exhibits 2  
15          and 3, the photos of the burned building and units 1222,  
16          1220, 1215 and outside of 1203.

17          MR. DELONG: No objection.

18          THE COURT: Okay. They're admitted. Keep  
19          scrolling.

20          MR. ZACIEWSKI: Certainly, Your Honor. It's on a  
21          PDF, that's why it's a little bit slower. And then  
22          that's -- I think that's the last one of the photographs.  
23          Right. That's just a picture of a door outside unit  
24          1203.

25          THE COURT: Perfect. Thank you so much for

1 submitting all of these photographs with my clerk. I  
2 know that you all are trying -- you all are trying to  
3 work with our Zoom situation and I appreciate the both of  
4 you working hard to present this in this format.

5 MR. ZACIEWSKI: You're welcome, Judge.

6 BY MR. ZACIEWSKI:

7 Q. Mr. Baptiste, so the photographs, does that  
8 accurately depict the conditions of Building 12 at the time of  
9 the fire?

10 A. Yes, it does.

11 Q. And what did the Association do to secure the  
12 building following the fire in December of 2017?

13 A. Well, they actually did nothing until, I mean, from  
14 December, they did nothing as far as putting a tarp. There  
15 was a tarp that was already on one side of the building, on  
16 the left side where Mrs. Brown is on the 1201 side, while from  
17 an incident with Mr. Singh, the unit above her, where there  
18 was an issue with the truss and the roof leaking and a tarp  
19 was put on prior to the fire, which was still there when the  
20 fire occurred.

21 But since that time, they did nothing to secure the  
22 building. I actually went to the office several times and  
23 nothing was done to protect the building from further damage,  
24 and it was raining a lot in December and January and February  
25 of that year.

1 Q. Okay. When you say nothing was done, how far does  
2 that go? I know the fire occurred in December 2017, so did  
3 the Association ever take steps to secure the building?

4 A. No, what happened in 2017 when the fire occurred,  
5 they had several meetings in early part of 2018. At some of  
6 the meetings, I went in and I explained to them that they need  
7 to secure the building and that also they need to get a  
8 reputable adjuster to come in to assist and get things done so  
9 that mitigations can be done. They did not put any tarp or  
10 anything on the building. There are photos from the building  
11 department that I have acquired, certified copies that shows  
12 there's been no tarp in '18, '19 or '20. The building  
13 department came in and inspect. I went to a hearing in 2018  
14 where I signed in, the attorney for the Association signed in,  
15 and the building official told us that there had been --

16 MR. DELONG: I'm going to object. This is hearsay.  
17 Move to strike.

18 THE COURT: Sustained.

19 THE WITNESS: Okay. All right. So we went there  
20 and we tried to let them know that the building needed to  
21 be, you know, secure and they didn't do it. I see it  
22 myself every day I pass there and they actually tried to  
23 stop me from coming to a meeting, saying that this is  
24 only for Building 12. Back in '18, they were trying to  
25 stop other owners from coming to the meeting.

1 THE COURT: Mr. Baptiste, just a moment.

2 Mr. Zaciewski, we need to tighten up the direct  
3 examination a little bit. It's too narrative.

4 MR. ZACIEWSKI: Sure.

5 BY MR. ZACIEWSKI:

6 Q. Thank you, Mr. Baptiste. Just to confirm a couple  
7 things here. You mentioned they didn't secure the building.  
8 Was there an incident regarding the air conditioning units?

9 A. Yes. All the air conditioning units was stolen  
10 around the middle of 2018, 2019, because they failed to put a  
11 fence, they failed to secure some of the building areas that  
12 were exposed and open.

13 Q. Okay.

14 MR. ZACIEWSKI: Judge, I'd like to show another  
15 exhibit here. Just going to go through a quick timeline.  
16 This is again notice of violation notice from the City.  
17 Just bear with me here. For some reason, it's slow  
18 forming here on this end.

19 Dated December 26, 2017, violation notice to the  
20 Association from the City. Just like to introduce this  
21 into evidence and ask just a couple questions about this  
22 notice.

23 THE COURT: Any objection?

24 MR. DELONG: Not to the notice. I'm not sure what  
25 the questions are going to be, but...

1 THE COURT: Okay. So the notice is admitted into  
2 evidence.

3 BY MR. ZACIEWSKI:

4 Q. And just regarding the last page of the notice --  
5 it's just really slower for me for some reason, but I'm  
6 getting there.

7 It indicates here, and this is December 26, 2017 in  
8 the first paragraph, structure A, "You must secure and  
9 maintain, secure the building or structure at all openings,  
10 maintain the premises clean and sanitary, create debris  
11 overgrown grass is not to exceed 36 inches, erase the graffiti  
12 by January 15th, 2018."

13 Mr. Baptiste, was the building secure by January 15,  
14 2018?

15 A. No, it was not. Absolutely not.

16 MR. ZACIEWSKI: I'm going to go to the next one,  
17 Exhibit 5, Your Honor. I'll just look through these. I  
18 know we're short on time here, so I'm just going to --  
19 this one is a notice recorded from the Miami-Dade County  
20 again, and it's recorded December 18, 2018, but the  
21 notice itself is regarding a hearing that occurred in  
22 October of 2018. Actually, it's specifically October 17,  
23 2018 is when the board -- unsafe structures board met and  
24 made a ruling. I'm just going to ask again one if about  
25 this one, as well.

1 THE COURT: Is there an objection to this unsafe  
2 board --

3 MR. DELONG: I don't have an objection to the  
4 document. It speaks for itself. I mean, I would object  
5 to Mr. Baptiste answering questions about it.

6 THE COURT: Well, unless -- let's hear the question.  
7 Go ahead.

8 BY MR. ZACIEWSKI:

9 Q. Mr. Baptiste, it indicates here said structure be  
10 secure within five working days, and this looks like it was,  
11 as of October 17th, 2018, was the building secure within five  
12 working days of that notice?

13 A. No, it was not.

14 MR. ZACIEWSKI: All right, Your Honor. I'm going to  
15 go to the next one. Again, I'm just going to go through  
16 these. And it's relevant now to the special assessments.

17 THE COURT: Okay.

18 BY MR. ZACIEWSKI:

19 Q. This is a notice of special assessment solely for  
20 Building 12 owners, dated May 13, 2020. Mr. Baptiste, do you  
21 recognize this document?

22 A. Yes. This is the meeting that they posted.

23 Q. Were other owners able to attend this meeting for  
24 Building 12 -- strike that. Strike that.

25 Were other owners that did not reside in Building 12

1 able to attend this meeting?

2 A. No.

3 Q. Do you see anywhere on this in the that indicates  
4 that the special assessment would be considered?

5 MR. DELONG: Objection. I'm just going to object,  
6 Your Honor. The notice speaks for itself. I mean, we're  
7 not -- are we going to read the notice? I mean, it's  
8 hearsay, also. But go ahead.

9 THE COURT: Overruled. Go ahead.

10 THE WITNESS: No, I don't see any notice here for  
11 special assessment in the situation, meeting.

12 BY MR. ZACIEWSKI:

13 Q. And Mr. Baptiste, were you ever able to obtain  
14 minutes from this meeting that occurred on May 28, 2020  
15 indicating what occurred at that meeting?

16 A. No, I was not.

17 Q. Did you request for those minutes?

18 A. I request for minutes for several meetings -- I mean  
19 several minutes -- I mean, meetings, and I got some, and I  
20 probably got it from a different times but never when I  
21 requested it, you know. Not all the time.

22 MR. ZACIEWSKI: Let me go down to Exhibit 7, your  
23 Honor. It's now the next notice for a special  
24 assessment. It is June 8, 2020.

25 MR. DELONG: Judge, I just want to back up. Did we



1 admit that into evidence, the May notice of 2020? The  
2 previous exhibit.

3 THE COURT: I thought we had. Do you have an  
4 objection to it?

5 MR. DELONG: No. I do want it admitted. I wasn't  
6 sure whether it was admitted.

7 THE COURT: It's admitted. Thank you.

8 MR. DELONG: Thank you.

9 BY MR. ZACIEWSKI:

10 Q. Mr. Baptist, do you recognize this notice?

11 A. Yes, I do.

12 Q. The notice indicates that 700,000 would be allocated  
13 to the reconstruction of Building 12. The insurance proceeds  
14 are not sufficient to reconstruct Building 12, and therefore,  
15 additional funds in the amount of 700,000 are needed to  
16 complete the construction of Building 12. Does this notice  
17 provide any information as to what funds were already used  
18 from the insurance proceeds to reconstruct Building 12?

19 A. No.

20 Q. Does the notice provide any information as to how  
21 the amount of 700,000 was determined for the reconstruction?

22 A. No.

23 Q. Mr. Baptiste, did the Association allow the owners  
24 with the association, which include owners outside of Building  
25 12, as well, to vote on this special assessment?

1 A. No.

2 MR. ZACIEWSKI: I'd like to introduce that into  
3 evidence, Your Honor.

4 MR. DELONG: No objection.

5 THE COURT: It's admitted.

6 BY MR. ZACIEWSKI:

7 Q. Exhibit 8, I'm going to show minutes from the  
8 meeting that was held on June 22nd, 2020. Do you recognize  
9 these minutes, Mr. Baptiste?

10 A. I'm not sure I got a minutes, but I can't recollect  
11 that I actually saw this one.

12 Q. Okay. According to these minutes, it says the Board  
13 voted to approve the special assessment. It was only the  
14 Board that approved the special assessment, correct?

15 A. Yes.

16 MR. ZACIEWSKI: I'd like to introduce that into  
17 evidence, Your Honor.

18 MR. DELONG: No objection.

19 THE COURT: It's admitted.

20 May I see -- let me just read that document, please.

21 MR. ZACIEWSKI: Oh, sure. Certainly. All right,  
22 Judge, let me go back up.

23 THE COURT: Okay. Very good. Thank you so much.

24 BY MR. ZACIEWSKI:

25 Q. Go down to the next document, Mr. Baptiste. Exhibit

1 9 appears to be a letter. I'll go down to the bottom really  
2 quick to show that it actually has your name on it. Once the  
3 computer allows me to. Looks like it was signed by you,  
4 Mr. Baptiste. Do you recognize this letter that you sent to  
5 the Association?

6 A. Yes. It was a complaint that I sent concerning the  
7 issues with the special assessment.

8 THE COURT: Okay.

9 BY MR. ZACIEWSKI:

10 Q. And the last paragraph of the letter, it indicates  
11 for the Association to stop, rescind the improper special  
12 assessment and reschedule a proper meeting along with all  
13 required notices, appropriate information, specifically the  
14 breakdown of costs consistent with Chapter 718-112, 2C.

15 Did the Association ever reschedule a proper meeting  
16 to pass the special assessment after receiving this letter?

17 A. No, they did not.

18 Q. Are you aware of any meeting within the Association  
19 where they obtained approval from the majority of the owners  
20 to pass a special assessment?

21 A. No, they did not.

22 MR. ZACIEWSKI: I'd like to introduce that last  
23 document I showed into evidence, Your Honor.

24 THE COURT: Any objection?

25 MR. DELONG: Yeah, I do object. I mean, I think

1           it's irrelevant and self-serving and argumentative and,  
2           you know, has a lot of statements in there that are like  
3           legal conclusions which are incorrect. I object. It's  
4           irrelevant.

5           THE COURT: Okay. Overruled.

6 BY MR. ZACIEWSKI:

7           Q. I'm going to go down to the next document here,  
8 Exhibit 10. It appears to be a -- a letter to the Association  
9 what's been able to go down here. And it appears to be --  
10 I'll go down to who signed it. It looks like it's several --  
11 numerous, I should say, owners that signed this document. On  
12 the top there is Karen Lecorps. Then somewhere in here I saw  
13 your name, as well, and it goes on and on with other owners  
14 that are attached. Again, I don't really need to show -- I'll  
15 scroll down eventually, but do you recognize this document,  
16 Mr. Baptiste?

17          A. Yes, I do.

18          Q. Let me go back to the actual body.

19                 It says the -- it says, "Your first notice  
20 concerning discussion in our voting concerning the special  
21 assessment, Building 12 did not provide a call-in number or  
22 Zoom ID and directions. Your decision to only involve  
23 Building 12 in voting as to demolishing and/or repairing is an  
24 insult to other members of the Association."

25                 What does this mean exactly, if you know what --

1 what is that referring to as far as the Zoom ID and directions  
2 for the Building 12 meeting?

3 A. The previous meeting to the June passage of the  
4 special assessment, they said they were going to have some  
5 kind of discussion concerning the special assessment. They  
6 did not put the Zoom meeting or the ID or anything on the  
7 notices or any call number, and they said that you had to call  
8 the day of the meeting in order for them to give you access.

9 So they could simply blacklist whoever they want or  
10 don't allow you in, but there was no way that the owners had a  
11 way to gain access unless they called that very same day at  
12 the meeting time.

13 Q. And the second page, it says, "The unit owner,  
14 members of the Association summarily reject this outrageous,  
15 unfair special assessment and demand to review all bids  
16 concerning the rebuilding for Building 12 to include, but not  
17 limited to structural, electronic, plumbing, roofing,  
18 mechanical, fire alarm."

19 Did the Association ever provide the owners with  
20 this information as requested?

21 A. No information was ever provided, no.

22 Q. I'm going to go down -- I would like to introduce  
23 this into -- I can show the whole body of the signatures, Your  
24 Honor, but I'd like to introduce into evidence, as well.

25 THE COURT: Any objection?

1 MR. DELONG: Same objections, Your Honor.

2 THE COURT: Overruled. It's a relevant document,  
3 for certain.

4 MR. ZACIEWSKI: It's going to take a little bit to  
5 get through these signatures. Of course, today, Your  
6 Honor, is the day my computer is acting a little bit  
7 slower than normal.

8 THE COURT: That's okay. I had a power surge that  
9 knocked me out totally.

10 BY MR. ZACIEWSKI:

11 Q. Okay. Exhibit 11 appears to be a letter from the  
12 Association. It says, "Dear Unit Owner." It appears to be in  
13 response to the last correspondence I showed.

14 Do you recognize this document, Mr. Baptiste?

15 A. Yes. They're responding to my complaint to them,  
16 yes.

17 Q. It indicates on the first page, it says, "As you are  
18 aware, we, the unit owners, are all responsible for payment of  
19 the special assessments." However, on the second page, it  
20 indicates the Building 12 owners, not the Board, voted to  
21 rebuild instead of demolish their building. Were you able to  
22 obtain -- again, were you -- did you ever receive information  
23 showing that the building club owners even voted on this  
24 rebuilder special assessment?

25 A. No, I did not.

1 Q. As far as it stands now, Mr. Baptiste --

2 THE COURT: I'm sorry. Was that Exhibit 11?

3 MR. ZACIEWSKI: Yes, Your Honor.

4 THE COURT: Can I see the top of that exhibit?

5 MR. ZACIEWSKI: Sure.

6 THE COURT: Is this in evidence?

7 MR. ZACIEWSKI: I'd like to introduce it into --  
8 submit it into evidence, please.

9 MR. DELONG: No objection.

10 THE COURT: It's admitted.

11 BY MR. ZACIEWSKI:

12 Q. And Mr. Baptiste, if you could tell me as far as it  
13 stands today, how is the reconstruction of Building 12 going?  
14 If you could tell me in your own words what you have seen  
15 there and what the condition of the building is?

16 A. Well, the condition of the building is that the  
17 construction is still ongoing. After three stipulation for  
18 failure to comply with the project, right now the interiors  
19 are still not completed, the drywalls are still not in, we do  
20 not know technically what's going on in the interior, that's  
21 why I would like to get our own engineers and our own people  
22 in there to see. So I can see that the building is far from  
23 finished. It has a very long time to go. The people have  
24 been out for four years. I would say it's very, very slow.  
25 We have no way of determining because the Board gives us

1 nothing. The only thing that I've been able to do is get what  
2 I got from --

3 MR. DELONG: I'm just going to object to the  
4 narrative and the argument.

5 THE COURT: Sustained.

6 MR. ZACIEWSKI: That's it now for Mr. Baptiste, Your  
7 Honor. I don't know if she is actually on -- actually, I  
8 should let cross-examination before I go on.

9 THE COURT: Yes. Cross-examination.

10

11

CROSS-EXAMINATION

12 BY MR. DELONG:

13 Q. Good afternoon, Mr. Baptiste.

14 A. Yeah.

15 Q. You live in Building 21, not 12, correct?

16 A. Yes.

17 Q. And, in fact, you're not living in Building 21 now  
18 because you're living somewhere else, correct?

19 A. Yes, I'm living somewhere else, yes.

20 Q. At the time of the fire, you were not residing in  
21 Building 21, were you?

22 A. No, no. Like I said, I was using it as my  
23 storage.

24 Q. Okay. And do you own any other units at Star Lakes  
25 other than 2108?



1 A. Yes, 2123.

2 Q. Were you residing in 2123 at the time of the fire?

3 A. No, I was renting.

4 Q. Are you residing there now?

5 A. No, I'm not.

6 Q. Have you lived in either one of your units, resided  
7 there at Star Lakes at any time since the fire?

8 A. No.

9 Q. Okay. Were either one of your units damaged in the  
10 fire?

11 A. That would be impossible, sir.

12 Q. Okay. I just wanted to clarify that. All the  
13 photographs of the damage we've seen, none of those was to  
14 your building or your units, correct?

15 A. No.

16 Q. Did you -- did you sustain any property damage  
17 whatsoever as a result of the fire?

18 A. No, I did not.

19 Q. Okay. Have you sustained any personal injuries of  
20 any type as a result of the fire?

21 A. Yes, the special assessment.

22 Q. All right. So let me rephrase that.

23 Have you sustained a bodily injury?

24 A. No.

25 Q. Okay. Other than the imposition or the passing of

1 the special assessment itself, have you sustained any economic  
2 or noneconomic damages whatsoever as a result of the fire, or  
3 the special assessment?

4 A. Absolutely. My property value has plummeted because  
5 the place is in disrepair, the place is horrible and this  
6 vagrants were in there. It was not secure for years. Of  
7 course the property values plummet.

8 Q. Have you submitted any appraisals for The Court to  
9 consider to show your property value at the time of the fire  
10 in 2018, 2019, 2020 and now?

11 A. Well, I have it with my other case. I'm suing the  
12 condominium for the damage to my two properties there in  
13 another case, which they failed to repair, like they did with  
14 Building 12. And we are in litigation over that and I did  
15 submit a CME report on both units.

16 Q. Okay. But in this case, have you submitted any  
17 evidence of diminished or diminution of property value to The  
18 Court?

19 A. No, not in this particular case. It's really in the  
20 other case.

21 Q. Okay. In this case, you're asking The Court to  
22 issue a temporary injunction and you're required to show  
23 irreparable harm. What harm did you suffer as a result of the  
24 fire or as a result of the special assessment other than the  
25 special assessment itself?

1           A.    Well, I suffer economic harm because they refused to  
2   fix my building, they keep saying they do not have money, and  
3   they continually say that they would not have money to fix  
4   this or that, and that is irreparable harm because my unit is  
5   damaged and I can't get them to fix it like 20 other people in  
6   the condo. So that is damage. I have damage because I cannot  
7   get the kind of rent from my unit upstairs because of the  
8   water damage.

9           Building 21 also been transferred to unsafe  
10   structure for their failure to repair. And all of these  
11   things are connected financially, and it's causing me a lot of  
12   financial stress.

13          Q.    Okay. Well, the special assessment hasn't damaged  
14   your building in Building 21, has it? I mean, how is that  
15   connected? How is that connected?

16          A.    The special assessment has damaged me financially,  
17   sir, because you're passing a special assessment that was not  
18   properly done, and you failed to fix all the other people's  
19   unit who are damaged, and you claim you do not -- they do not  
20   have the money and they do not repair. So if you pass a  
21   special assessment during an economic turndown -- downturn  
22   when we're already in distress because you haven't fixed the  
23   other units and we just got another special assessment in  
24   2019, you know, this is financially damaging to us.

25          Q.    Okay. What is -- what was the amount of the special

1 assessment applicable to your units?

2 A. I think it was somewhere around \$3,300 times two  
3 units, that's \$6,600.

4 Q. And is that an approximation?

5 A. Yes. Based on what they sent us. I do not know the  
6 exact figure.

7 Q. And have you paid any of the special assessment  
8 yourself?

9 A. Yes, I have paid some.

10 Q. What have you paid? What amount have you paid?

11 A. I do not know the amount, but I paid some.

12 Q. Have you paid less than \$1,000?

13 A. I can't recall. I went to the office and I made a  
14 payment. And I can't -- right now, I do not have it in front  
15 of me.

16 Q. Do you have any -- any ballpark idea or  
17 approximate -- reasonable estimation or approximation as to  
18 the amount you paid?

19 A. It should be around a thousand. I'm not sure.

20 Q. Okay. Now, have either one of your units been  
21 subject to any foreclosure proceedings as a result of the  
22 special assessment for failure to pay the special assessment  
23 in full?

24 A. I am in collection with Bradley Friedman. The  
25 manager sent me a notice by e-mail saying I'm in collection.

1 I contacted Mr. Friedman and asked him to send me the demand  
2 letter or whatever documents he had. He had not. He did send  
3 me, however, a statement which is a ledger showing the amount  
4 that I owe. So technically, yes, I am in collection with  
5 Bradley Friedman.

6 Q. Okay. Just for clarification, Bradley Friedman is a  
7 lawyer for the Star Lakes Association, correct?

8 A. Yes, he does the collections.

9 Q. Okay. And you know Bradley Friedman because he  
10 responded to many of your requests for information and  
11 requests to inspect the documents, books and records -- the  
12 Association's books and records, correct?

13 A. Well, I knew him before that when he first came on  
14 as counsel and when we engaged him. So I mean, I knew he was  
15 the Association attorney.

16 Q. And Mr. Friedman was the Association attorney when  
17 the special assessment was passed and when the votes that are  
18 the subject of this case were taken, correct?

19 A. Yes. As far as I know, yes.

20 Q. Now, according to the notices that you received from  
21 Mr. Friedman or the Association, I just want to clarify  
22 something. If you're in collections, you do you reason other  
23 than the special assessments?

24 A. I have no idea because I have tried to get  
25 clarification from Mr. Friedman. Like I told you, he did not

1 respond. He only sent me the ledgers for the unit that I was  
2 concerned about, and they have been very careful not to send  
3 me certain documents, because right now my units are in limbo  
4 because I have no clue what they're claiming as far as my  
5 delinquency. So he sent me a document. I asked him to send  
6 me some other documents concerning that. So I am waiting for  
7 Mr. Friedman to clarify all the different components of what  
8 he feels that I owe.

9 Q. So as you sit here today, it's your testimony that  
10 you have no idea as to what basis for the delinquency, as  
11 whether it's a special assessment or some other --

12 A. It is a combination. I didn't say I did not know  
13 the basis. I said he sent me a ledger, but he never sent me a  
14 demand letter like he does with all the other units. I have  
15 tons of letters from all the unit owners who have received  
16 notices from Mr. Friedman. He has not addressed me in the  
17 same manner that he has the others. I have no documents  
18 actually saying, Mr. Baptiste, you're delinquent of this,  
19 you're delinquent of that. You have this or nothing.

20 THE COURT: Just a moment, please. Just give me two  
21 minutes, please.

22 (Interruption in the proceedings)

23 THE COURT: I'm sorry for the interruption. Thank  
24 you so much. Go ahead, please.

25 BY MR. DELONG:

1 Q. All right, Mr. Baptiste, back to the special  
2 assessment. Is it your understanding that some of the owners  
3 in Star Lakes have been paying the special assessment for  
4 almost 18 months now?

5 A. There are some who feel that they -- they're really  
6 scared because they received a letter from Friedman, they're  
7 paying, but I knew that some will pay regardless, you know.

8 THE COURT: I'm sorry. How much is the special  
9 assessment?

10 THE WITNESS: One --

11 MR. DELONG: It varies. It varies as to each unit.

12 THE COURT: Okay. Thank you. Never mind. I  
13 just -- I don't want to throw the -- a wrench in the  
14 process. Go ahead. Keep going.

15 MR. DELONG: The total amount was \$700,000, Your  
16 Honor into the June 2020 meeting minutes, and that varies  
17 according to unit.

18 THE COURT: Okay. Very well.

19 MR. DELONG: Between -- I think somewhere between 2  
20 and \$4,000. Denise Brooks is going to speak to that.

21 THE WITNESS: It was 1.2 million, sir, for the  
22 special assessment. 1,250,000.

23 BY MR. DELONG:

24 Q. Let me ask you about that. So the June meeting did  
25 not only deal with the special assessment, correct?

1 A. Yes, it did with the special assessment.

2 Q. All right. Well, it did not only deal with the  
3 Building 12 rebuild, correct?

4 A. They didn't have any discussion concerning it  
5 because the notices only told us what they were going to vote  
6 and they muted us so we could not be heard. They just voted  
7 and we didn't have any say. So there was no discussion on  
8 that day, per se.

9 Q. Let me just clarify this. The total amount of  
10 special assessment was 1.2 million, but only 700,000 of that  
11 was for the Building 12 rebuild, correct?

12 A. That's what the document stated.

13 Q. Right. So there were other items like the 40-year  
14 recertification for other buildings and other repairs to other  
15 buildings were also voted on as part of that special  
16 assessment in addition to the Building 12 rebuild, correct?

17 A. The document stated that.

18 Q. Right. Okay.

19 A. Yeah.

20 Q. Okay. All right. And is the amount, the special  
21 assessment per unit, like does the range 2,000 to \$4,000  
22 approximately, does that sound about right to you, to your  
23 knowledge?

24 A. Yeah, it goes depending on the size of the unit.

25 Q. Right. Okay. All right. Now, you have never, to



1 your knowledge, about like the progress of these -- of the  
2 Building 12 rebuild is based on what you've seen of the  
3 building from the outside, from the exterior, correct?

4 A. No. No. Actually, my determinations are based on  
5 going out to the building department, getting the information,  
6 reading all of the documents because I could not get the  
7 proper documents from the Association. I got some of them,  
8 yes, I did, eventually, but I went down and proactively  
9 engaged in finding out what was going on with the building  
10 department, what comments, what was required to be done, and  
11 that's what I do. I actually get involved in that.

12 Q. Okay. And you've never been -- but you, yourself,  
13 have never been inside the building, Building 12, correct?

14 A. Well, as soon as they put up the fence, no. But  
15 before they put up the fence in 2020, I used to go into the  
16 building, yes, and I used to walk around and check it out and  
17 see what was going on, yes.

18 Q. Okay. And during the course of this litigation, in  
19 fact, after the last hearing in this case, the Association has  
20 produced to you and your lawyer over 2500 pages of  
21 documentation, correct?

22 A. I have no idea what amount that I -- that you  
23 produced. You produced documents, which I have reviewed some  
24 of them, but I don't know the amount of pages. I would not be  
25 able to tell you, because I did it mostly electronically. So

1 I have no way of telling you that.

2 Q. Okay. Well, you and I were present at the Star  
3 Lakes Association with your -- when the documents were made  
4 available for your inspection and review, correct?

5 A. Yes. There was some documents in paper form, and  
6 there was a lot of documents that was given by e-mail prior to  
7 that meeting, as well.

8 Q. Okay. And you reviewed documents relating to the  
9 progress of the rebuild, correct?

10 A. Yes, I reviewed some of those documents.

11 Q. Okay. You also reviewed financial documents  
12 indicating when the insurance proceeds were received and how  
13 the insurance proceeds were paid out, correct?

14 A. No. I did not know how the insurance proceeds was  
15 paid out, was never a part of it. The only thing I received  
16 was bank statements. We never received any financial  
17 statements showing how the money was paid. In fact, your own  
18 lawyer, Friedman, and documents that you guys have produced  
19 shows that you guys did not produce any of those kind of  
20 statements as far as that is concerned. Only a check was  
21 produced in some instances to whatever company, but we have no  
22 clue specifically what that was for.

23 Q. Okay. So is it your testimony that you have not  
24 reviewed bank statements that the Association produced to you  
25 and your lawyer?

1           A.    I didn't say that.  I said I received bank  
2 statements, but it does not show what they're paying the bills  
3 for.  That check to a company does not explain what it's for.  
4 I mean, you have to tell us what are you paying for.  We have  
5 no clue.

6           Q.    Okay.  But the bank statements show checks to  
7 contractors, like the contractor that's doing the rebuild,  
8 which is IMR, correct?

9           A.    It shows checks to many different companies.  I saw  
10 checks to many different companies, but we still do not know  
11 the specifics of what they're being paid for.  There's no  
12 financial statement, there's no vendor ledger, there's no  
13 contractor ledger that tells me that they're paying for this  
14 or first payment, second payment, third payment.  You have a  
15 contract that shows what each participant is supposed to be  
16 paid.  We have no real financial statement to that end.

17          Q.    What are you asking The Court to do here today with  
18 this motion, with this hearing?

19          A.    I want them to stop the construction and devalidate  
20 the special assessment so that we can move forward in getting  
21 competent contractors to take over the project and secure our  
22 building and secure our money so that we can be made whole  
23 again, and because even with the other building that you guys  
24 have done, they're still leaking.  Right now, Building 30 is  
25 leaking.  You should see the roof.

1           So we are asking them to stop everything and let us  
2 get competent people, let us review the books, let us see  
3 exactly where our money has gone. Let us get financial  
4 information as to exactly where our money has been spent, how  
5 it has been spent, and what percentage of work has been done.

6           I also would like to get, like I said, my own  
7 engineer, my own contractor and so forth in that building,  
8 because we don't know. I went to the building department and  
9 the only people that's been communicating on technical issues  
10 is the board members. No disciplines, no contractors, no  
11 engineers have been communicating. I have three years of  
12 communications with --

13           THE COURT: Okay. Mr. Zaciewski, I don't know what  
14 your relief is, but an individual unit owner doesn't have  
15 the right to have his own engineers come in and do the  
16 building.

17           MR. ZACIEWSKI: We're asking -- I think Mr. Delong  
18 was asking him for -- to the extent he's asking for a  
19 legal opinion. My motion for temporary injunction is  
20 asking for them to cease the construction until they can  
21 actually ratify and pass special assessment properly.  
22 There is some references in there regarding our ability  
23 to obtain a contractor in the event they actually do  
24 ratify a special assessment so we can make sure that what  
25 they're doing does comply with the City. But we do --

1           yeah, the motion speaks for itself, and when I close, I  
2           can go into the legal arguments as far as what we're  
3           asking for.

4           THE COURT:   So we're set until 4 o'clock, I think,  
5           and so we only have about a half an hour left.  So can we  
6           move on to the next witness?

7           MR. ZACIEWSKI:  I'm ready.

8           THE COURT:  Okay.  Go ahead.  Call your next  
9           witness, please.

10          MR. ZACIEWSKI:  I'd like to, if she's still there,  
11          looks like she is, Ms. Lynda Brown to testify, please.

12          THE COURT:  Okay.  Lynda Brown, I only see your  
13          name.  Can you show us your video.  I see a Galaxy J7,  
14          and then I see a box for somebody named Lynda Brown.  So  
15          I see --

16          THE WITNESS:  That's my cell phone.

17          THE COURT:  That's your cell, the Galaxy J7?  Okay.  
18          Do you have an video on, on the other one?  Lynda Brown,  
19          L-y-n-d-a, B-r-o --

20          THE WITNESS:  Yes, that's me.

21          THE COURT:  You don't have to stay on video the  
22          whole time.  I just need to see your face and your  
23          picture I.D.

24          THE WITNESS:  Let me see.

25          THE COURT:  I just sent you a little thing that

1           says, "ask to start video." Oh, there you go. Okay. We  
2           see you. Let me see your face. I can see your ear now.

3                       (Thereupon, LYNDA BROWN was duly sworn)

4                                       EXAMINATION

5 BY MR. ZACIEWSKI:

6           Q.    Ms. Brown, could you state your name for the record,  
7 please?

8           A.    Lynda Brown.

9           Q.    And what's your address?

10          A.    Right now, it's 12950 West Golf, G-o-l-f, Drive,  
11 Miami, Florida 33167.

12          Q.    And prior to that time, Ms. Brown, what was your  
13 address?

14          A.    18975 Northeast 2nd Avenue, unit 1201, Miami,  
15 Florida.

16          Q.    And is that a unit within Building 12 of Star Lakes  
17 Association, Inc.

18          A.    Yes, that's unit 1201.

19          Q.    And how long did you -- strike that.

20                       How long did you live there for? I know you still  
21 own it, but how long did you -- have you -- did you reside in  
22 that unit?

23                       MR. ZACIEWSKI: I don't know if it's my connection  
24 or --

25                       MR. DELONG: I didn't hear an answer.

1 THE COURT: No, it's probably hers. I think we lost  
2 the Galaxy. The Galaxy's not there anymore.

3 Pale pale: That's correct, Judge.

4 MR. ZACIEWSKI: Looks like she's undoing --  
5 Ms. Brown, can you hear me?

6 THE COURT: So now I see her face, but...

7 MR. ZACIEWSKI: Ms. Brown, are you there? Downfalls  
8 of Zoom, Your Honor.

9 THE COURT: I know.

10 MR. ZACIEWSKI: She is a unit owner within Building  
11 12. She also served on the board -- she was on the board  
12 during the fire. I was -- obviously, it's important  
13 testimony.

14 THE COURT: That's fine. I don't have a problem  
15 waiting. She just -- I don't know what she's doing. We  
16 had her fine, and she did something over there, so let's  
17 see what she's doing.

18 Okay. Let's recess.

19 (Recess)

20 THE COURT: Okay, great. Let's continue, please.

21 BY MR. ZACIEWSKI:

22 Q. All right, Ms. Brown, when did you reside in  
23 Building 12?

24 A. In unit 1201.

25 Q. And when did you reside in Building 12?

1           A.    I've been there at least around eight to nine  
2    years.

3           Q.    And did you serve of on the board -- I'm sorry. Did  
4    you serve on the board of directors for the Association, for  
5    Star Lakes Association?

6           A.    I did.

7           Q.    And what years did you serve on the board?

8           A.    2018. 2017 and '18.

9           Q.    Could you tell me what occurred at your unit  
10   following the fire?

11          A.    What do you mean? We were asked by the fire  
12   marshall to move out immediately.

13          Q.    So did you -- you moved you out around December 2017  
14   at the time of the fire, correct?

15          A.    Exactly. A couple of days after.

16          Q.    And have you been able to move back into your unit  
17   since that time?

18          A.    No. It's still under construction.

19          Q.    Can you tell me what the Association did to secure  
20   the building after the fire of December of 2017?

21                MR. DELONG: Object to the form without product,  
22   Your Honor.

23                THE COURT: Okay. Sustained.

24                MR. ZACIEWSKI: She was on the board.

25                THE COURT: She was on the board during the time?



1 Okay. Overruled.

2 BY MR. ZACIEWSKI:

3 Q. You can answer, Ms. Brown.

4 A. Okay. They put the tarp on the unit that caught on  
5 fire. Well, actually -- but there was -- it was a while  
6 before they put the tarp on. It was like a couple of years  
7 actually. But we finally put tarps on that unit.

8 Q. Did the Association ever allow the owners of  
9 Building 12 to vote on a special assessment that was a result  
10 of the fire?

11 A. We had a meeting, and the meeting was whether we  
12 wanted to rebuild or abandon the building. And we voted to  
13 rebuild.

14 Q. And how was that vote taken, Ms. Brown?

15 A. Excuse me?

16 Q. How was that vote taken to rebuild Building 12?

17 A. We had a meeting just like this, but we also filled  
18 out paperwork.

19 Q. Okay. Did that -- did that meeting -- I'm sorry.  
20 Go ahead.

21 A. Okay. We had a ballot, and the ballot was to either  
22 rebuild or abandon the building. So the majority voted to  
23 rebuild, but the majority was only about eight people because  
24 everybody in Building 12 was behind except those eight people.  
25 So that was the only votes that counted. The people that was

1 current on their maintenance.

2 Q. Did the Board ever indicate that the Building 12  
3 owners were going to vote on a special assessment?

4 A. We voted on a special assessment, but that -- yeah,  
5 we voted on a special assessment, but that involved several  
6 things for the entire Association.

7 Q. Are there any -- as far as you know, Ms. Brown, are  
8 there any minute from the meeting where the Association had  
9 the Building 12 owners vote on a special assessment?

10 A. I was not on the board at the time when that  
11 happened, so I don't know of any minutes.

12 Q. Have you personally seen any minutes that indicated  
13 that the Building 12 owners -- or anything in writing, for  
14 that matter, that the Building 12 owners voted on a special  
15 assessment?

16 A. No. No, I haven't.

17 Q. And could you tell me, Ms. Brown, briefly what --  
18 did you have any incidences there at your unit during the time  
19 after the fire that -- for example, did you have an AC unit  
20 that was stolen from your unit?

21 A. Everything that was stolen, even -- yes, I had a  
22 unit that was a year old that was stolen. And it was a  
23 central air unit.

24 Q. Anything else as far as things stolen from your  
25 unit, Ms. Brown?

1           A.    Yeah.  Inside, the carpet was stolen.  I had my  
2   unit, the electrical, I had that upgraded.  All that was  
3   stolen.  The copper in the bathrooms and all was stolen.

4           MR. ZACIEWSKI:  I don't have anything further for  
5   this witness, Judge.

6           THE COURT:  Cross-examination.

7           MR. DELONG:  Thank you, Your Honor.

8

9

CROSS-EXAMINATION

10   BY MR. DELONG:

11           Q.    Good afternoon, Ms. Brown.  My name is  
12   Patrick Delong, and I'm one of the lawyers for the  
13   Association.

14                    The meeting of the Building 12 unit owners, did that  
15   occur in May of 2020?  Does that sound about right to you?

16           A.    Yes, yes.  It was Building 12 owners only.

17           Q.    Okay.  And you were present at the meeting, correct?

18           A.    It was a Zoom meeting.

19           Q.    A Zoom meeting.  And you were present for the Zoom  
20   meeting?

21           A.    I was.  I was.

22           Q.    Okay.  And there was a vote taken -- well, before I  
23   get to that, how many -- how many people were on the Zoom  
24   meeting?  How many owners were present, if you recall?

25           A.    I'm not sure how many owners were present, but I

1 know that it is only about seven unit owners that really  
2 qualified to vote. About seven to eight unit owners out of  
3 the 24 unit owners.

4 Q. Okay. And of those unit -- of those seven or eight  
5 unit owners who are qualified to vote, did the majority vote  
6 in favor of rebuilding Building 12?

7 A. We did.

8 Q. Okay.

9 MR. DELONG: All right. That's all the questions I  
10 have. Thank you, ma'am.

11 THE WITNESS: Thank you.

12 THE COURT: Okay. Next witness, please.

13 MR. ZACIEWSKI: Is there a -- I don't know if she's  
14 present here, Your Honor -- Jane Clinton available.

15 MR. BAPTISTE: No, she did not make it. We could  
16 not contact her this morning. I don't know what  
17 happened.

18 MR. ZACIEWSKI: Okay. And then I will just wrap it  
19 up then with a few questions for Ms. Lecorps.

20 THE COURT: Okay.

21 THE WITNESS: Hello.

22 THE COURT: Very well. Karen Lecorps. How do you  
23 spell your last name?

24 THE WITNESS: L-e-c-o-r-p-s.

25 THE COURT: And do you have a driver's license to

1 show me, please.

2 THE WITNESS: Yes. I need one minute to get it.

3 Sorry.

4 (Thereupon, KAREN LECORPS was duly sworn)

5 THE COURT: All right. Go ahead. You may proceed.

6

7

EXAMINATION

8 BY MR. ZACIEWSKI:

9 Q. All right, Ms. Lecorps. Could you please state your  
10 full name for the record, please?

11 A. Karen Lecorps.

12 Q. And what is your address?

13 A. 245 Northeast 191st Street, unit number 3024.

14 Q. And is that address within Star Lakes Association,  
15 Inc.

16 A. Yes, it's Building 30.

17 Q. And how long have you lived there?

18 A. Well, my parents have lived here for 30 years, and I  
19 have made this my place of residence for the past two years.

20 Q. Okay. And did you reside there at the time of the  
21 fire in December 2017?

22 A. I did not.

23 Q. Okay. Are you aware of the -- the fire that  
24 occurred in December 2017?

25 A. I am aware that there was a fire, yes.

1 Q. And have you seen Building 12 since the fire,  
2 December of 2017?

3 A. Yes. When I normally visit my parents about three  
4 to four times a year, so I had seen the building, yes.

5 Q. And how would you describe the condition of the  
6 building?

7 A. Well, there's no mistake there was a fire, and it  
8 was in major disrepair. I did not see any work starting until  
9 late 2020 in the building, and I've never seen any tarps on  
10 it.

11 Q. Did you receive notice, Mr. Lecorps, of a meeting  
12 that was going to be held by Building 12 in May of 2020?

13 A. No, I did not.

14 Q. Are you aware of a meeting where the Association  
15 allowed the owners of Building 12 to vote on a special  
16 assessment?

17 A. The first time I heard of the special assessment was  
18 when I did receive a notice that there was going to be a  
19 meeting on June 22nd to vote on it. And I really became  
20 alarmed because it was like really, where is this coming from?

21 Q. Did the -- at that meeting in June, specifically  
22 June 22nd, 2020, did the Association allow the owners to vote  
23 on special assessment at that time?

24 A. No. They said it was a meeting for the board  
25 members only, and they had us muted from the beginning until

1 they adjourned the meeting, and then they allowed people to  
2 turn on their mikes, and everybody was, you know, putting in  
3 the Chat, "Why is my mike off? Why's my mike off," you know.  
4 And then like maybe ten minutes after they had adjourned the  
5 meeting, they started letting people voice their concerns.

6 Q. Did the Association allow -- or strike that.

7 Did the Association provide any information as far  
8 as the documentation to confirm why the special assessment was  
9 going to be for the amount that they had on the notice, and it  
10 may be easier for me to just show you what was shown before.

11 A. Right. The notice you used as an exhibit before was  
12 the only thing that was given. There was no breakdown, and I  
13 mean, I received documents of previous special assessments  
14 where they would, like, detail, you know, like the cost of  
15 supplies and labor and so on and so forth. It was quite, you  
16 know, pretty intensive, all the previous special assessments,  
17 but this one, it was just this one page with these numbers and  
18 you had no idea what they represented or where they came  
19 from.

20 Q. Did the Board indicate what happens or what the \$1.4  
21 million that was received from the insurance company, what  
22 that was used for?

23 A. No, they never did.

24 Q. Did the Board indicate what the \$700,000 would be  
25 used for as far as the reconstruction of Building 12? And

1 when I say that, I mean did they provide any information as  
2 far as contracts that they would enter into or any other  
3 documentation to show what that money was going to be used  
4 for?

5 A. No. And again, when you see the -- look at that  
6 document, you don't even see the name of the contractors. So  
7 you have no clue as to what's going on.

8 Q. Do you currently, Ms. Lecorps, have you witnessed  
9 contractors there working at Building 12?

10 A. Yes. When finally we saw that they were starting to  
11 do the demolition and everything, we tried to look -- we  
12 looked around to see if we could find some vehicles or some  
13 sort of notice that told us who the contractors where, and  
14 there were none to be found. And then we made inquiries, and  
15 then we found out that, you know, there may not even have been  
16 a permit that was approved and, you know, it's just -- it's  
17 business as usual at Star Lakes, like they did the building,  
18 they did the roof in my building, and every day I looked to  
19 see the vehicles --

20 MR. DELONG: I object to the narrative.

21 THE COURT: Sustained. Sustained.

22 BY MR. ZACIEWSKI:

23 Q. Ms. Lecorps, is it your testimony, and correct me if  
24 I'm wrong, is the contractors that are working at the  
25 Association, are they -- they have unmarked vehicles, they



1 don't have any vendor information on their vehicles?

2 A. That is correct.

3 MR. ZACIEWSKI: I don't have anything else for  
4 Ms. Lecorps. I will want to reserve time, Your Honor,  
5 whether that be before or after Mr. DeLong closes on his  
6 either his cross, but I do have a legal argument to be  
7 made, as well.

8 THE COURT: Of course you do, but we have six  
9 minutes left.

10 Go ahead. Cross-examination.

11

12 CROSS-EXAMINATION

13 BY MR. DELONG:

14 Q. Yes, just one question, Ms. Lecorps. Again, good  
15 afternoon. My name is Patrick DeLong. I'm one of the  
16 attorneys for the Association. The document that's on the  
17 screen now is a copy of the notice of the board meeting in  
18 June of 2020; is that right?

19 A. Correct.

20 Q. And you attended that meeting by Zoom?

21 A. Yes, I did.

22 Q. Okay. And the assessment at the bottom of the  
23 document, the breakdown of the funds, was that discussed at  
24 the meeting?

25 A. No, not at all.

1 Q. Okay. And the Board voted to pass the assessment,  
2 correct?

3 A. Yes, they did. I think they first established  
4 quorum and then they took it straight to a vote. And then  
5 after they passed the special assessment, they took to a vote  
6 the term of payments and that was passed, also. But some of  
7 the owners had questions about that.

8 Q. And have you paid all or part of any of the special  
9 assessments applicable to your unit?

10 A. I have.

11 Q. And are you up-to-date? Are you current?

12 A. Well, I had received an intent to lien from  
13 Mr. Friedman, and then I sent in some payments, and then I  
14 asked for a payment plan and my ledgers and I got some ledgers  
15 and -- but no payment plan. So I've been paying as I can as  
16 we go along.

17 Q. And your unit is not subject to foreclosure at this  
18 time, is it?

19 A. Not to my knowledge.

20 MR. ZACIEWSKI: All right. I have no further  
21 questions. Thank you.

22 THE COURT: Okay. Thank you, ma'am.

23 THE WITNESS: You're welcome.

24 THE COURT: Mr. Zaciewski, do you rest?

25 MR. ZACIEWSKI: I do rest, Your Honor, with

1           reserving time to make my legal argument.

2                       THE COURT: Okay. I'm going to turn to  
3 Mr. Delong.

4           What are your plans for the hearing?

5           MR. DELONG: I'd like to call at the Denise Brooks  
6 as a witness. She's the property manager, and Denise can  
7 testify about the measures -- well, you know, about the  
8 fire and the measures the Association took to --

9           THE COURT: Okay. Try to make it as efficient as  
10 possible, your direct. Okay?

11          MR. DELONG: I will, Your Honor, within the short  
12 time I have left.

13          THE COURT: Well, I mean, we can go a little over.  
14 Okay?

15          MR. DELONG: Okay. I'd like to call Denise Brooks  
16 at this time. Thank you.

17          THE COURT: Very well. Thank you.

18          Ms. Brooks, do you have a driver's license? There  
19 it is. Thank you.

20                       (Thereupon, DENISE BROOKS was duly sworn)

21          THE COURT: You know, I'm getting a little bit of a  
22 delay with you. Do you have two devices on?

23          THE WITNESS: No.

24          THE COURT: Okay. Go ahead, Mr. Delong.

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

EXAMINATION

BY MR. DELONG:

Q. Okay. Ms. Brooks, can you go ahead and introduce yourself and tell us your name, your occupation and your professional address, please.

A. My name is Denise Brooks. I'm the property manager for Star Lakes Association, and I have been since October 2016. My address here, I'm actually here every day. I'm full-time at the Association's office.

Q. Okay. Have you been full-time there present every day since 2016?

A. No, it has been since 2020.

Q. Okay. What was your -- how often were you present at the time of the fire?

A. I was here of every day until 12:30.

Q. Okay. So in December of 2018 when the fire occurred, were you the property manager at Star?

A. Yes, I was.

MR. CARR: Objection. I just want to make sure, but it's December 2017 was the fire, for the record.

MR. DELONG: I misspoke. I apologize.

BY MR. DELONG:

Q. In December of 2017 at the time of the fire, were you the property manager?

A. Yes, I was.

1 Q. And what day of the -- what days of the week were  
2 you present on site?

3 A. All day every day until 12:30.

4 Q. And you say every day, do you mean Monday through --

5 A. Monday through Friday. Sorry. Yes.

6 Q. Okay. And did that schedule change sometime after  
7 December 2017?

8 A. Yes.

9 Q. And when did that change?

10 A. In 2018, a few board members, I was here Mondays,  
11 Wednesdays and Fridays until 12:30. And then in 2020, I'm  
12 here now full-time.

13 Q. Monday through Friday?

14 A. Yes, Monday through Friday.

15 Q. Okay. What was done to secure Building 12 after the  
16 fire and before the rebuild started?

17 A. Okay. Firstly, when the fire started, I was at my  
18 other office. I rushed over at the same time and I made the  
19 insurance claim while the fire was happening. I stayed there  
20 all evening while everybody was getting themselves out,  
21 getting everybody out. I was there when the Red Cross came.  
22 We actually hired people to board up the building and to buy  
23 tarps that same night. That night of the fire, the place was  
24 boarded up with the plywood. The night of the fire, I left  
25 there minutes to 1:00 the next morning.

1 Q. I'm sorry if I cut you off. Did you -- finish your  
2 answer, please.

3 A. Yes. A few owners -- even people who are not owners  
4 that are on here, they were there, as well.

5 Q. Okay.

6 A. The fire department came. They said we weren't  
7 supposed to allow anyone in, and that's why it was boarded up  
8 that same night. The next morning, we did the back of the  
9 building.

10 Q. Okay. So by boarded up, where were the boards  
11 applied? Like to the windows or door openings?

12 A. Windows and doors.

13 Q. Okay. Was there ever a tarp applied to the roof?

14 A. The tarp, we -- okay. I think we had a hurricane  
15 October, and we were -- October, so we were trying to find  
16 tarps. We got two of the blue tarps, and then a member of the  
17 board, Ms. Tatum, she's the one that tried to get us the  
18 additional tarps that we had needed.

19 Q. And when was that done?

20 A. Maybe about two days after that. But the initial  
21 tarp was done the night of.

22 Q. Okay. And so was the entire roof of Building 12,  
23 was it --

24 A. Damaged? It wasn't the -- okay. It wasn't the  
25 entire roof of the building that was damaged immediately. On

1 the -- on the north side was the worst part of it. But there  
2 were a few units on the south side that were not damaged. The  
3 roof was not damaged at that time, no.

4 Q. Okay. Were all of the parts of the building that  
5 had a damaged roof, were tarps placed on the roof?

6 A. Yes, sir.

7 Q. Okay. And did those tarps remain in place?

8 A. Well, okay. Because of wear and tear after that  
9 because they had held it down because the middle was gone, so  
10 there was nowhere to anchor it properly. So over time, some  
11 of the tarps started to rip, and by this time, we got another  
12 company, Little America, we asked them if they could redo the  
13 tarping of the building. When he went over there, he gave us  
14 a price and everything. When they went over there, they said  
15 it was too dangerous for them to go on the roof because of the  
16 condition of it.

17 Q. And when was that? When did you request the  
18 contractor --

19 A. I don't remember offhand.

20 Q. I mean, can you tell us whether that was 2019, 2020,  
21 2018?

22 A. It was maybe 2019.

23 Q. Okay. All right. In addition -- other than  
24 boarding up the building, the window and door openings and  
25 applying the tarp that you have described for us, were there

1 any other measures taken by the Association to secure Building  
2 12 after the fire? For example, was there a fence put around  
3 the perimeter?

4 A. Okay. The fence -- okay, the building was already  
5 fenced except for the sides that had access to the additional  
6 buildings. So the sides that had access to the additional  
7 buildings, those sides were always open. There was always a  
8 fence at the front with two gates, two rolling gates, and we  
9 closed the gates. What I did was even though the City told us  
10 that no one was allowed in, we gave them two weeks to take out  
11 all their personal stuff. A lot of people took their A/C  
12 units, their refrigerators, their stoves, some took their  
13 kitchen cabinets, their countertops. Other people opted to  
14 let it stay.

15 Q. Okay. Did the Association ever hire a security  
16 guard or a security company?

17 A. Yes, we did. We had 24-hour security in the  
18 beginning, and then we had one in the nighttime.

19 Q. Okay. And from when to when did you have the  
20 24-hour security?

21 A. Right after the fire, we had him for 24 hours right  
22 after the fire for the first couple of days; and then after  
23 that, he was there only in the night. And then he left when  
24 the maintenance guys came to work in the morning time at  
25 8:30.



1 Q. And how long -- how long was the security present?

2 A. It was for weeks. It was for a few weeks.

3 Q. Okay. What about into 2019 or 2020, was security --

4 A. I don't think it was into 2019 or 2020, no.

5 Q. Okay. So the security would have been there in 2018  
6 only?

7 A. Yes. Because we told everyone to take whatever it  
8 was that was important, as I said before. We allowed them in  
9 to come and take whatever it was that was important, which a  
10 lot of people did.

11 Q. Okay. And when you're saying, "allowed them in,"  
12 you're talking about the Building 12 unit owners and --

13 A. Yes. Yes, we actually called them and asked them,  
14 listen, if anything is there that you might need, because  
15 we're not going to be able to have security for a long time,  
16 we're asking them to come in and just take it. I was over  
17 there every day with unit owners with their trucks,  
18 everything, taking out their stuff.

19 Q. Okay. So the measures that you took to secure  
20 Building 12 after the fire was boarding up the windows and  
21 doors, having a tarp applied, having security there for a  
22 time. What else did the Association do, if anything, to  
23 secure Building 12 after the fire?

24 A. I mean, that was basically -- that was basically it  
25 that we did. The insurance claim adjuster will tell you, he

1 came the next day and we had to open the boards to let him go  
2 in, as well. As well as when unit owners came, if it wasn't  
3 boarded up, we had to open -- use the electric thing to open  
4 the doors, to open the wood in order for them to go in.

5 Q. Okay. Now, you said that you made the insurance  
6 claim the night of the fire; is that right?

7 A. Yeah, while the fire was happening.

8 Q. Okay. And what is the total amount of insurance  
9 payments that the Association received for the fire?

10 A. 1,490,000.

11 Q. Okay. And was the first -- did that come in two  
12 payments?

13 A. Yes, it did. The first payment was 442,000.

14 Q. Okay. And that was received on or about February  
15 25th, 2018?

16 A. Yes, sir.

17 Q. Okay. And the remaining payment was -- when was  
18 that received?

19 A. In September. Sometime by the end of September.

20 Q. September 28?

21 A. Yes.

22 Q. Okay. Now, as of the time that the insurance  
23 proceeds were received, what stage was the Association in with  
24 respect to repairing or rebuilding or hiring a contractor to  
25 rebuild Building 12?

1           A.    Okay.  Before hiring -- okay, first we got an  
2 engineer to do the --

3           Q.    When was the engineer hired to --

4           A.    In 2018.  I think it was maybe May.

5           Q.    Okay.

6           A.    About May, early June.  No, I think it was May,  
7 because we were interviewing contractors -- I'm sorry,  
8 engineers before then.  So we got the engineer in about, I  
9 think he got his first check in May of 2018, and he started  
10 doing the plans.  So he prepared the plans, he drew the  
11 drawings and everything, and it was taken to the City.

12                   And then the City -- the County, sorry.  And then  
13 the County required that we needed to get an asbestos survey  
14 done.  And it kept going back and forth.  And they wanted an  
15 elevation survey, and then they requested the fire report.  
16 And after that, they sent back the plans because they couldn't  
17 find stuff that we sent to them.  So I had to resend a fire  
18 report, the asbestos survey, because our plans were physical;  
19 they were not digital.  Our plans were not digital.  So we  
20 ended up, they lost things a few times, so it was a really  
21 tedious back and forth.  We had the hearing where they said on  
22 the violation for us to repair or demolish.

23                   Mr. Ericson at the City -- first we were cited  
24 because the lawn people didn't do the lawn.  I made sure that  
25 they came and redid the lawn.  By this time, people were

1 stealing off the boards at the back in the nighttime, and we  
2 had to keep replacing the plywood because people were actually  
3 going in from the back.

4 Q. Okay. So let me just -- let me just try to break  
5 that down on a timeline for you. Let's talk about that in a  
6 little more detail.

7 So you said that in May of 2018, which is about five  
8 or six months after the fire, an engineer did the plans to  
9 rebuild, correct?

10 A. He started the plans, yes.

11 Q. Started the plans. Okay. And later in September,  
12 in September of 2018, does that sound about right to you as to  
13 when Miami-Dade County requested an asbestos survey?

14 A. Yes.

15 Q. Okay. And was an asbestos survey then completed?  
16 Did the Association get an asbestos survey?

17 A. Yes, we did. Everything that they requested every  
18 time they sent it back, we got it. And just to inform you,  
19 the plans had to be done from scratch because there were no  
20 other plans because the City said the -- their records place  
21 burned down. So he actually had to do the plans from scratch.

22 MR. ZACIEWSKI: Objection, Your Honor. This is  
23 getting into hearsay now. I'm not too sure if she's  
24 talking about herself or the engineer or what's  
25 happening.

1 THE COURT: Sustained.

2 BY MR. DELONG:

3 Q. Okay. Was the asbestos survey sent to the  
4 City of -- I'm sorry, to Miami-Dade County on or about October  
5 23rd, 2018?

6 A. Yes. Yes, it was.

7 Q. Okay. And then subsequent to that, subsequent to  
8 October 2018, did Miami-Dade County inform the Association  
9 that an elevation survey was required?

10 A. Yes. Elevation certificate.

11 Q. Okay. And wasn't -- did the Association then obtain  
12 an elevation certificate?

13 A. Yes, we did.

14 Q. Was that submitted to Miami-Dade County?

15 A. Yes, it was.

16 Q. And when was that?

17 A. I'm not sure offhand. It was sometime -- maybe in  
18 about a month or so after. Once we got it, it was sent right  
19 away.

20 Q. So a month or so after October 2018?

21 A. Yes.

22 Q. Okay. Now let's talk about 2019. In January of  
23 2019, did the Association hire an MEP contractor?

24 A. Yes, we did.

25 Q. Okay. And what was the purpose of that?

1           A.    Okay.  He was the one that was doing a mechanical,  
2   the mechanical and electrical plans of the building.

3           Q.    And also the plumbing plans, MEP?

4           A.    And the plumbing, yes.

5           Q.    Okay.  And was that Mr. Connelly?

6           A.    Pardon me?

7           Q.    Was that Mr. Connelly?

8           A.    No.  Ms. Connelly was the permit, to expedite the  
9   permit.

10          Q.    Okay.  So in addition to hiring the MEP contractor,  
11   the Association hired Ms. Connelly to work as a liaison with  
12   Miami-Dade County to expedite permitting?

13          A.    Yes, sir.

14          Q.    And that was done in March of 2019; does that sound  
15   right?

16          A.    Yes, sir.

17          Q.    Okay.  And was there a structural report requested  
18   by Miami-Dade County at some point?

19          A.    Yes, it was.

20          Q.    And did the Association obtain a structural report  
21   regarding Building 12?

22          A.    Yes, we did.  And it was from Miami-Dade County.

23          Q.    And was that done in or around May of 2019?

24          A.    Yes, sir.

25          Q.    Okay.  And what else, if anything, occurred in the

1 year 2019 with respect to the rebuild of Building 12?

2 A. Okay. We had -- we actually were going to the  
3 County. We had hearings at the County where we were  
4 requesting additional time because the permitting process was  
5 becoming very tedious. We had unit owners that were  
6 requesting that we do the roof first, because we had a meeting  
7 at the County with regards to that, and they informed us that  
8 we should just go ahead and work with the permits because it  
9 would take about the same time to separate it, which we did.

10 We were actively in the process of work -- we were  
11 working with the contractor at the time, as well, and  
12 basically, just trying to get the permit done. Just  
13 everything that we were requesting and every comment that -- I  
14 went online every day to see the comments to see what else  
15 needed to be done.

16 Q. Okay. Now, there was initially a general contractor  
17 that was engaged by the Association, correct?

18 A. Yes.

19 Q. And was that Reliant Construction Group?

20 A. Yes, it was.

21 Q. When was Reliant Construction Group engaged?

22 A. It was in 2018.

23 Q. Okay. And what was the amount of that contract?

24 A. It was approximately one point -- it was -- I'm not  
25 sure offhand. It was about 1.38.

1 Q. Okay. And within the amount of the insurance  
2 proceeds?

3 A. Yes.

4 Q. Okay. As of January of 2020, was the general  
5 contractor Reliant Construction Group?

6 A. Yes.

7 Q. All right. Had any construction actually taken  
8 place as of January 2020 to rebuild Building 12?

9 A. No.

10 Q. Okay. In January of 2020, did Miami-Dade County  
11 inform the Association that additional items were needed with  
12 respect to fire sprinklers and fire rating walls?

13 A. Yes, sir. We were informed that we had to install  
14 fire sprinklers, fire-rated wall, and we're supposed to make  
15 it handicap accessible.

16 Q. Okay.

17 THE COURT: Why didn't the general contractor put  
18 that in the plans?

19 THE WITNESS: Yes. So that's what happened. We  
20 asked the contractor to update his quote show such,  
21 and --

22 THE COURT: Did the general contractor have an  
23 architect that he was working with?

24 THE WITNESS: I don't think so. I know he was  
25 working with our architect.



1 THE COURT: Your architect should have put in the  
2 smoke detectors.

3 THE WITNESS: It wasn't smoke detectors. It's  
4 sprinklers, fire sprinklers.

5 THE COURT: Oh, fire sprinklers.

6 THE WITNESS: Fire sprinklers, not smoke detectors.  
7 It was fire sprinklers.

8 MR. DELONG: Judge, if I could ask Mr. Baptiste not  
9 to clap or --

10 THE COURT: Yes, please.

11 MR. DELONG: Mr. Baptiste, you can mute the Zoom.  
12 Thank you.

13 THE COURT: Okay. Go ahead.

14 BY MR. DELONG:

15 Q. Okay. And so the fire sprinklers and the fire-rated  
16 walls were somehow not in the plans, correct, at that time?

17 A. Correct.

18 Q. So then was there a revised set of plans that needed  
19 to be created?

20 A. Yes, sir.

21 Q. Okay. Was that done in the early part of 2020?

22 A. Yes, it was.

23 Q. And was that going to result in a price increase for  
24 the rebuild?

25 A. Yes.

1 Q. Okay. And during that period of time -- I mean, did  
2 Reliant give you a new quote?

3 A. Yes, he did.

4 Q. And what was the amount of the new quote from  
5 Reliant?

6 A. 2,000,300. It's a little over \$2.3 million.

7 THE COURT: I'm sorry. I think we're on the same --  
8 did you ask the insurance company for more money in light  
9 of the --

10 THE WITNESS: Yes, we did. But what the insurance  
11 company told us is that because of our -- we got the  
12 maximum, because we were a total loss. Because I  
13 actually did get an adjuster, as well, and he came and  
14 met with us and he said because it was given as a total  
15 loss, the only additional we were getting was 20,000.

16 BY MR. DELONG:

17 Q. Okay. And was that amount sufficient to cover the  
18 costs that you were quoted from Reliant Construction Group?

19 A. No. Because also that 20,000 just went towards --  
20 they said it would go towards the demolition and the garbage  
21 collection.

22 Q. Okay. So at that point, did the Association then  
23 submit new bids from other contractors for the rebuild?

24 A. We requested new bids from other contractors, yes.

25 Q. Okay. And was Reliant released from its contract?

1 A. Yes, he was.

2 Q. And was that done in 2020?

3 A. Yes, sir.

4 Q. And around --

5 THE COURT: I'm sorry, let me ask, was there policy  
6 limits on the -- on the insurance proceeds?

7 THE WITNESS: Yes, we got the policy limits.

8 THE COURT: I see. Okay. Okay.

9 BY MR. DELONG:

10 Q. Okay. And then once Reliant was released from its  
11 contract, was that about in May of 2020; does that sound right  
12 to you?

13 A. Yes, sir.

14 Q. And did you have other bids in hand that were lower  
15 than Reliant's bid at that time?

16 A. Yes, we did.

17 Q. And tell me about the bid that you decided to go  
18 with?

19 A. Okay. The Board decided to go with GCM Contractors,  
20 and we went back and forth with them with the AIA contract.  
21 And when we requested their insurance, we wanted their  
22 insurance and their bond, it took a while for them get it to  
23 us, so the Board decided that they couldn't provide the bond  
24 to us, which it was required. It was a requirement to get the  
25 contract. So that's how we decided to pick the other people,

1 which were IMR.

2 Q. Okay. And so then you eventually engaged IMR  
3 Development Corp to do the rebuild, correct?

4 A. Yes, sir.

5 Q. So IMR is the general contractor for the rebuild  
6 project at Building 12, correct?

7 A. Yes, they are.

8 Q. And their contract -- you entered into the  
9 contract -- Star Lakes Association entered into that contract  
10 on or about September 18th, 2020?

11 A. Yes, sir.

12 THE COURT: Let me stop you there because this is  
13 getting into a little bit of nitty-gritty and away from  
14 the legal argument.

15 MR. DELONG: Sure.

16 THE COURT: I think that what we should do is spend  
17 the next few minutes on whether or not there was proper  
18 vote or not, because that's really the only issue here.

19 MR. DELONG: I'm fine with that, Your Honor, if  
20 that's okay with Shaun.

21 MR. ZACIEWSKI: Yeah, I was going to say that's  
22 really the heart of the matter today as far as the votes.

23 THE COURT: All right. Thank you, Ms. Brooks. We  
24 may have to call you back later for another day to finish  
25 the testimony, if needed.

1           But go ahead. Who wants to go first? It would just  
2 be legal argument at this point.

3           MR. ZACIEWSKI: Your Honor, I basically from the  
4 record evidence, there has been no showing that there was  
5 anything in writing at this May 28th --

6           THE COURT: Right. So I listened to the record  
7 evidence, so show me the authority, like the docs, the  
8 condo docs or wherever you get your --

9           MR. ZACIEWSKI: Well, first I want to go into the  
10 declaration.

11          MR. DELONG: Are you asking me, Judge, or Shaun?  
12 Sorry.

13          THE COURT: No. Mr. Zaciewski, and then we can go  
14 to you for certain.

15          MR. ZACIEWSKI: First, the declaration itself, Your  
16 Honor, which controls the Association, I do want to point  
17 out that the bylaws always are not controlling. The  
18 declaration is controlling and the bylaws is something  
19 that is a -- you can't contradict the declaration itself.  
20 However, in this case, there really isn't any dispute  
21 that the provision that we're filing this motion on  
22 behalf of the owners is Article 17 F2C, which indicates  
23 that --

24          THE COURT: Can you show me that, please.

25          MR. DELONG: I've got it here if you want to see it,

1 Your Honor.

2 MR. ZACIEWSKI: It's attached to the -- yeah, I'd  
3 have to pull up the motion. If you have it, Patrick, if  
4 you can show that in front of us.

5 MR. DELONG: Yeah. Let me just -- let me see if I  
6 can share that. Do you see that? It's highlighted.

7 THE COURT: Okay. So what am I looking at right  
8 here? Is this from the declaration?

9 MR. ZACIEWSKI: This is the declaration which goes  
10 into what happens when there's a casualty such as a fire.  
11 In this case, when a building is destroyed. It indicates  
12 that --

13 MR. DELONG: I'm sorry, but I just want to be clear  
14 as to what this is Shaun, and I don't want to -- I just  
15 want --

16 THE COURT: Yeah, let me see the name of the  
17 document on top.

18 MR. DELONG: So this is the declaration for Building  
19 12. Okay. And if you go up here, this is recorded here.  
20 It says, Star Lakes Estates, Inc., okay, on the top, but  
21 if you see its book, you know, 4896, page 516, which is  
22 actually the Building 12 declarations. And I can show  
23 you the reason why I know that's the Building 12  
24 declarations is that -- let me just share my --

25 THE COURT: Yeah, I see K. K is Building 12.

1 MR. ZACIEWSKI: And all the Association within Star  
2 Lakes has an identical declaration, and Patrick can  
3 probably confirm that, as well. They all have the same  
4 identical language.

5 THE COURT: Okay. So the declaration says what?

6 MR. ZACIEWSKI: In the event of a casualty such as  
7 this one, when insurance proceeds are not sufficient to  
8 pay for the reconstruction or repair, it requires a vote.  
9 What it indicates is the Association shall obtain  
10 approval from the majority of all the members to pass a  
11 special assessment to cover the shortage, or else the  
12 construction project shall be abandoned and the  
13 condominium terminated. So we are going both -- on both  
14 theories here. If we want to go with what the  
15 Association is arguing. There has been no record  
16 evidence to show that even the owners of Building 12  
17 voted in writing for a special assessment. So right now,  
18 we have no board meeting minutes. Following the last  
19 hearing, we had to get together and have them provide us  
20 all the board meeting minutes from the very beginning,  
21 and there's been no proxies provided to me, nothing  
22 showing there was ever a vote by the building club  
23 owners. So that is number one. And if they did, Your  
24 Honor, that would apply only to Building 12 anyway. So  
25 what they ended up doing was subsequently of this alleged

1 meeting that occurred, which again, there's no proof that  
2 there was a vote, they went ahead and the board  
3 unilaterally passed the special assessment against all  
4 the members of the Association. And so my clients are  
5 paying for the special assessment that was incurred  
6 against Building 12 --

7 THE COURT: Let me stop you right there. So I need  
8 you to respond to that, because this is the issue.

9 MR. DELONG: Yes.

10 THE COURT: So you seem to think that he is wrong on  
11 this.

12 MR. DELONG: I do. I just think -- I just think  
13 we're looking at the same document, but it's -- we have  
14 different interpretations, so...

15 THE COURT: Okay, so --

16 MR. DELONG: This is Building 12 -- let me --

17 THE COURT: Let me get my own copy. Hold on. I  
18 have it here on my screen. So it's going to be up to me  
19 to decide. I need to be able to manipulate it up and  
20 down, so hold on a second.

21 MR. DELONG: Let me know when you're ready.

22 (Discussion held off the record.)

23 THE COURT: So did you guys drop it in the  
24 supporting documents tab or is it on the docket?

25 MR. DELONG: I think, Shaun, the declaration that we



1 cited was submitted both, Your Honor. It's a copy of the  
2 motion that we filed.

3 THE COURT: Okay. Perfect.

4 MR. ZACIEWSKI: We also got for you which shows  
5 page -- I don't know if you have that in front of you,  
6 either, but it's Page 35, Your Honor, Article 17 of the  
7 declaration.

8 THE COURT: The binder you uploaded in courtMAP?

9 MR. ZACIEWSKI: Yes. My paralegal indicated that  
10 they uploaded it there for you, so hopefully, that shows  
11 there for you.

12 (Off the record discussion)

13 THE COURT: I am on page eight of 42. What letter  
14 is it?

15 MR. DELONG: It's C.

16 THE COURT: Okay. I see it right here.

17 "In the event institutional first mortgage fees  
18 unanimously agree to have the insurance proceeds applied  
19 to reconstruction but the insurance proceeds are not  
20 sufficient to repair and replace all of the improvements  
21 within the common elements and within the units, a  
22 membership meeting shall be held to determine whether or  
23 not to abandon the condominium project or to levy a  
24 uniform special assessment against each unit, and the  
25 owners thereof, as their interests appear, to obtain the

1           necessary funds to repair and restore the improvements  
2           within the common elements and the units. In the event  
3           the majority of the voting members vote in favor of the  
4           special assessment, the Association shall immediately  
5           levy such assessment and the funds received shall be  
6           delivered to the escrow agent," et cetera, et cetera.  
7           "In the event the majority of the voting members are  
8           opposed to the special assessment and vote for  
9           abandonment of the condominium project, the insurance  
10          proceeds shall be disbursed in accordance with the  
11          paragraph above and the condominium project may be  
12          terminated."

13                 MR. DELONG: The question is who gets to vote. And  
14                 our position that it's only the 12 owners that get to  
15                 vote because that provision is in the Building 12  
16                 declarations that you just read.

17                 THE COURT: Yeah. But let's say that the unit 12  
18                 people vote no, let's say.

19                 MR. DELONG: Okay.

20                 THE COURT: They want to abandon the project. That  
21                 means that the unit 12 owners get to cancel the entire,  
22                 you know, condominium, and that doesn't maybe sense.

23                 MR. ZACIEWSKI: So they would have canceled the  
24                 Building 12 only, Your Honor.

25                 MR. DELONG: Right. Exactly. The Building 12

1           declarations.

2           THE COURT: Oh, I see. So you both are in agreement  
3           that this is a Building 12 declaration.

4           MR. DELONG: Yeah. And the reason why, the further  
5           statutory support, Your Honor, that I have for the  
6           proposition that only the Building 12 unit owners get to  
7           vote, in addition to that provision coming from the  
8           Building 12 declarations, is Florida statutes -- and I  
9           can share my screen.

10          THE COURT: Hold on a second. When this says a  
11          membership meeting shall be held, do you both agree who  
12          the membership is that they're talking about? Is it 12  
13          unit -- excuse me, Building 12 owners or the -- all the  
14          owners?

15          MR. ZACIEWSKI: We disagree here, Your Honor. We  
16          say all, because the special assessment is against all  
17          the owners. It would be different if they're only  
18          imposing, which I would be okay with, which didn't  
19          happen. If they imposed the special for the Building 12  
20          owners. But we also disagree that this meeting never  
21          occurred for Building 12.

22          THE COURT: I know. We're not there yet.

23          MR. DELONG: We'll get to that. I mean, our  
24          position is that only the Building 12 owners meet and  
25          that only the Building 12 owners vote, and that's because

1           that provision comes from Building 12 declarations, and  
2           also, as I was just going to say, Florida statutes,  
3           section 718.103 definitions under paragraph 30, voting  
4           interest is defined. And voting interest -- and do you  
5           want me to share my screen, Your Honor?

6           THE COURT: No, you can read it.

7           MR. DELONG: Okay. So voting interest means the  
8           voting rights distributed to the Association members  
9           pursuant to section 718.104, open paren, 4, open paren,  
10          small J, period. In a multi-condominium association,  
11          which this is, voting interest of the Association are the  
12          voting rights distributed to the unit owners in all  
13          condominiums operated by the Association. On matters  
14          related -- and here's what's important. On matters  
15          related to a specific condominium in a multi-condominium  
16          association, the voting interests of the condominium are  
17          the voting rights distributed to the unit owners in that  
18          condominium.

19          So this matter, the decision whether or not to build  
20          or -- rebuild or abandon Building 12 is a matter related  
21          to a specific condominium in a multi-condominium  
22          association. And the specific condominium it relates to  
23          is Building 12.

24          THE COURT: That, I understand. But I'm still --  
25          show me your authority.

1           Mr. Baptiste, you cannot speak, so don't even put  
2           your hand up. It's not appropriate. Mr. Delong, where  
3           does it say that the unit 12 building owners get to bind  
4           the entire association without the other members voting?

5           MR. ZACIEWSKI: That's my argument for what the  
6           statute says, Your Honor. It allows them to vote, but if  
7           they want to have their own special assessment, but it  
8           doesn't allow them to bind the other owners.

9           MR. DELONG: Okay. Here it is. It's the amendment  
10          to the bylaws of Star Lakes Association, Inc., which was  
11          passed in -- on 27th of April of 2000, and that's a -- we  
12          filed a request for judicial notice of this, which is  
13          Exhibit 3 in our request for judicial notice, which is  
14          loaded on the courtMAP. And I can share my screen and  
15          show a copy of it to you.

16          THE COURT: And while you're getting that up there,  
17          what do the bylaws control? Because the bylaws, can they  
18          override the declaration?

19          MR. ZACIEWSKI: No, Your Honor.

20          MR. DELONG: No, but there's further support in  
21          Florida statutes that I'm going to get to in a minute.  
22          So these are the bylaws, which is Exhibit -- I just  
23          quoted, I think it's Exhibit -- yeah, it's Exhibit 3 to  
24          our request for judicial notice. What it says is the  
25          Association, the bylaws are amended, Star Lakes

1 Association may operate the following listed condominiums  
2 as a single condominium for purposes of financial  
3 matters, including assessments. And you'll see down  
4 here, number K -- or letter K is Building 12. So that,  
5 in combination, these two provisions in the declarations,  
6 the statute and in the --

7 MR. ZACIEWSKI: That supports our argument,  
8 actually, Your Honor, that --

9 MR. DELONG: Can I finish?

10 THE COURT: Wait, wait, please. Let him finish his  
11 thought and then write down your comment so you don't  
12 forget.

13 Okay. Go ahead.

14 MR. DELONG: So this is the bylaws legal support for  
15 the proposition that the Building 12 vote, the  
16 Association applies that to all of the owners, not just  
17 the Building 12 owners. And there's also statutory  
18 support, which I want to stop sharing here, and I'll show  
19 you the statute which controls. And this is indicated to  
20 you in my opening remarks, it's Florida statute 718.111.

21 THE COURT: Okay. You can put that up.

22 MR. DELONG: All right. So this is Florida  
23 statutes. Do you see that, Your Honor?

24 THE COURT: Yes.

25 MR. DELONG: Florida statute 718.111 Florida

1 statute. If you go down -- we scroll down to  
2 subparagraph 6. "Operation of condominiums created prior  
3 to 1977," which this is one of them, "notwithstanding any  
4 provision of this chapter, an association may operate two  
5 or more residential condominiums in which the initial  
6 condominium declaration was reported prior to January 1,  
7 1977, and may continue to operate such condominiums as a  
8 single condominium for purposes of financial matters,  
9 including budgets, assessments, et cetera." The same  
10 thing as the amendment.

11 THE COURT: Wait. Hold on. Was this amendment to  
12 the bylaws approved by not less than two-thirds of the  
13 total voting interests?

14 THE WITNESS: Yes. I mean, it's my understanding  
15 that it was. I wasn't -- I mean -- I guess I can put --  
16 I can call Brad Friedman for that.

17 THE COURT: That has to be determined, but anyway --

18 MR. ZACIEWSKI: Okay -- sorry, Your Honor.

19 THE COURT: I'm ready for your response.

20 MR. ZACIEWSKI: Let's just say it was properly  
21 passed, which we have no information regarding that, this  
22 consolidates the declaration, so, in essence, it supports  
23 our argument that all the members of the Association have  
24 to approve the special assessment that applies to them.  
25 So that basically, you know, they concede that all the

1 members have to approve it, and they haven't lead forward  
2 and gotten the owners' approval. So not to mention there  
3 has been no evidence that even Building 12 approved it.  
4 Everything's consolidated.

5 THE COURT: Walk me through the mechanics of doing  
6 this properly. I agree with your reading of these  
7 documents, Mr. Zaciewski. So we would need the  
8 condominium board of directors to convene a meeting.  
9 They have to notify, obviously, the Building 12 owners,  
10 but you're saying send out notice to the entire  
11 collective condominium, right.

12 MR. ZACIEWSKI: Correct. So everything's  
13 consolidated, correct. And then all the members would  
14 vote and the majority of all the members that have to  
15 approve that special assessment before they pass it, or  
16 else that condominium is terminated.

17 MR. DELONG: I want to clarify something. All the  
18 declarations are not consolidated. The declarations are  
19 only consolidated for financial matters, including  
20 special assessments.

21 THE COURT: Right. That's what this is.

22 MR. ZACIEWSKI: Right.

23 THE COURT: So let me ask -- let me ask another  
24 question. We have contracts that are signed with  
25 contractors. We have building that's in progress and



1 assessments that have been paid.

2 MR. ZACIEWSKI: As far as the legal reasoning,  
3 though, Judge, it doesn't make a difference. There's a  
4 case I was going to cite which goes into a temporary  
5 injunction and halted the construction work, because  
6 they need to do it right, number one, legally; and then  
7 number two, I mean, they basically, you know, dug their  
8 own hole. They have this contract, but that's something  
9 they're going to have to deal with later on, and there's  
10 no evidence that that contract wouldn't allow them to  
11 stop construction regardless.

12 MR. DELONG: I just want to say that we're not --  
13 sorry, Shaun.

14 MR. ZACIEWSKI: -- halt the construction, and then  
15 allow them to vote on the special assessment meeting,  
16 period.

17 MR. DELONG: Your Honor, we're not here on the  
18 merits. We're not here on the dispositive motion on the  
19 merits of this lawsuit, we're here on the Plaintiff's  
20 motion for temporary injunction, and there's -- they have  
21 to establish, number one, irreparable harm; number two,  
22 no adequate remedy at law, which I would submit they  
23 haven't established either one of those elements, because  
24 they have an adequate remedy at law. I mean, if this  
25 assessment wasn't valid, then there's a money damages

1 remedy that they're seeking in the lawsuit. What they're  
2 asking you here to do today is to enter a temporary  
3 injunction when there's been no showing of irreparable  
4 harm, there's been no showing of no adequate remedy at  
5 law, there's a dispute as to whether there's even a clear  
6 legal right to the relief that they're requesting about  
7 whether this assessment is valid or invalid. They have  
8 to demonstrate a substantial likelihood of succeeding on  
9 the merits of their complaint.

10 THE COURT: Well, I mean, I think they have  
11 established a successful likelihood of succeeding on the  
12 merits by the reading of the documents. The public, the  
13 last prong, I think, is it serves a public interest.  
14 Clearly it serves a public interest if the condo  
15 declarations and laws are followed. No adequate -- what  
16 is your response to the first two prongs?

17 MR. ZACIEWSKI: Sure, Your Honor. That goes into  
18 the Blue Reef Holding Corp case, per se, the violation of  
19 documents. There's an exception, it doesn't even  
20 require -- I'll read the language from the case. The  
21 appellate court found that since there is a showing of  
22 the Association did not comply with the governing  
23 documents by obtaining the owners' consent prior to  
24 amending the documents that impacted the owners'  
25 property, the owner is not required to show irreparable

1 injury and found in favor of the temporary injunction to  
2 stop the construction, which would preserve the status  
3 quo until the final hearing. So notwithstanding that, we  
4 don't even have to --

5 THE COURT: I'm so sorry. Can you read the citation  
6 into the record, please.

7 MR. ZACIEWSKI: Sure. It's the Blue Reef Holding  
8 Corp versus Coyne. It's 645 Southern 2nd District, 1053  
9 Florida 4th CDA case 1994. And notwithstanding the fact  
10 that that case stands for the proposition that we don't  
11 have to show irreparable injury, there is irreparable  
12 injury, the building would be constructed, and then  
13 meanwhile, the owners want to terminate it, if that's the  
14 case. So there is an injury that they can't just go back  
15 and reverse later on. Yes, sure, we have money damages  
16 we can prove, but we can't go back in time and avoid this  
17 termination. I mean, once the construction, that's it.  
18 We don't have a choice.

19 THE COURT: Okay. So --

20 MR. DELONG: I will just respond to that by saying  
21 still the adequate remedy at law prong has not been  
22 satisfied. And what about the harm that stopping  
23 construction, that in itself is going to cause harm.

24 THE COURT: That is secondary to the first. And so  
25 you can't fix the first harm by another harm. So I am

1 going to find in favor of the injunction. The prongs  
2 haven't been met as stated by the Plaintiff in their  
3 papers.

4 MR. DELONG: I'm sorry, Your Honor. I didn't  
5 understand what you just said.

6 THE COURT: So the prongs are irreparable harm.  
7 According to the case law cited, it doesn't have to be  
8 proven or it's presumed based on the violation of the  
9 declarations. I do find, as I stated before, public  
10 policy interest has been met, and the third prong was --  
11 I already discussed it and I don't --

12 MR. DELONG: Adequate remedy at law.

13 THE COURT: No.

14 MR. ZACIEWSKI: Substantial likelihood of  
15 succeeding --

16 THE COURT: Yes.

17 MR. ZACIEWSKI: -- on the merits.

18 THE COURT: Right. The substantial likelihood of  
19 succeeding on the merits, I think, is established by the  
20 evidence presented, and the lack of minutes, the lack of  
21 a proper vote, it just clearly wasn't done. And so, you  
22 know, the prongs are met.

23 What I would like to happen is a process that's  
24 expedited, but in accordance with whatever timetable is  
25 set up in the condominium papers. So we have to provide

1 notice to the relevant unit owners, and there has to be a  
2 meeting. I'm going to order that that meeting be in  
3 person and on Zoom.

4 So if folks are going to appear on Zoom, they have  
5 to maybe register in advance. There's ways of doing that  
6 with Webinar. But they also have to be acknowledged if  
7 they want to speak. They need to be able to raise their  
8 virtual hand and be allowed to speak, and then a vote  
9 take place.

10 So the declarations talk about posting of the minute  
11 note of the meeting notices, so you can post the notice  
12 for the meeting in the common areas of the building. You  
13 could send it by mail to the unit owners, because the  
14 condo association communicates with unit owner all the  
15 time. So send it by U.S. mail, post it, send it by  
16 e-mail, when you have an e-mail of an owner, and again,  
17 give them the Zoom information, the Zoom sign-in  
18 information, as well as the physical meeting, if you all  
19 want to have a physical meeting. I need minutes kept for  
20 this -- for this meeting.

21 MR. DELONG: Judge, are you ruling that until in  
22 this meeting takes place, the construction should be  
23 paused, is that what you're ruling?

24 THE COURT: That's what I think makes sense. What  
25 is your response?

1           MR. ZACIEWSKI: Judge, the only way this would work  
2           is if it's paused like the case indicates. As far as  
3           keep the status quo until they have this meeting to  
4           determine whether or not the owners approve the  
5           construction or not. So that would be my -- my  
6           requirement, yes.

7           THE COURT: Okay. Maintain the status quo, meaning  
8           maintain construction ongoing?

9           MR. ZACIEWSKI: No. Halt the construction. So as  
10          far as status quo, as far as the condition, it now needs  
11          to stay the same. And no future construction can take  
12          place until that meeting is held and the owners approve  
13          the continuation of the construction and the special  
14          assessment.

15          THE COURT: So what is the -- what do the documents  
16          say about the timetable for this meeting?

17          MR. ZACIEWSKI: This should be under the statutes --  
18          sorry, Your Honor, I think Patrick would agree with me,  
19          maybe not, but I believe the statute requires at least 14  
20          days notice for a special assessment meeting to take  
21          place.

22          Now, Patrick, unless you have another requirement  
23          from the members in this particular division I'm not  
24          aware of.

25          MR. DELONG: I'm not aware of that, either, at this

1 time.

2 THE COURT: All right. So --

3 MR. DELONG: What's going to be voted on at this  
4 meeting, Your Honor? Are the unit owners going to be  
5 voting on --

6 THE COURT: They're going to vote on the special  
7 assessment. They're going to vote on whether or not they  
8 approve of the improvements to this building and the cost  
9 that they're going to have to pay to do it. So somebody  
10 has to be there. The general contractor has to be there.

11 Your project -- your property manager, Ms. Brooks,  
12 looks astounded. Unfortunately, you're looking astounded  
13 because this wasn't done properly. And people were  
14 assessed, and they didn't have the opportunity, from the  
15 testimony that I heard, they didn't have the opportunity  
16 to speak. And it wasn't voted on. It was voted on by  
17 the Board and not by the owners. And that's not  
18 appropriate. So now you're in a pickle.

19 That's the problem. So we have to have a general  
20 contractor. You have to present it appropriately.  
21 Present the -- see how much money there is for the  
22 project, see how much the project costs, have them look  
23 at the renditions so that people can intelligently vote.

24 MS. BROOKS: Can I ask a question, Judge?

25 THE COURT: Yes, ma'am.

1 MS. BROOKS: There are only 17 people that have not  
2 paid the special assessment, and it ends in December.  
3 And most of the work was already started. It ends in  
4 December and only 17 people, three of which are in  
5 bankruptcy right now. So I mean, there were minutes that  
6 I did not get to testify to that, but there were minutes.

7 THE COURT: What happened to the minutes?

8 MS. BROOKS: Patrick has it. It was two different  
9 cases, and I sent over those minutes. They came here and  
10 they copied it. They have the minutes.

11 THE COURT: Okay. Well, the other side doesn't have  
12 the minutes, and they needed them. I'm sure that they  
13 requested them in discovery.

14 Did you request them in discovery?

15 MR. ZACIEWSKI: Yes, Judge. We were at a meeting  
16 all together, and Patrick's office did provide us all the  
17 information that night. I think he could also confirm  
18 there are no minutes from that May meeting, and I've  
19 never seen those minutes. They're only referring to the  
20 vote by the owners of Building 12, by the way. This is  
21 not involving all the members, too, by the way.

22 THE COURT: Okay. Anyway, let's not get off track.

23 So Mr. Zaciewski, Ms. Brooks makes an interesting  
24 point, and this was mentioned at the beginning of the  
25 hearing. Only 17 people have not paid the assessment out



1 of the hundreds of people involved in this condominium  
2 association. Why is that? Why is everybody paying  
3 happily except for 17 people?

4 MR. ZACIEWSKI: It's not happily, Your Honor. I can  
5 tell you from the public records, that I have seen  
6 foreclosures filed by the Association. And I think it's  
7 a threat of foreclosures that force them to pay. And  
8 maybe they want to vote for the special assessment.  
9 Maybe they're okay with that. But the idea is that they  
10 have to do it right. So owners need to be aware and then  
11 vote on this, and that would be the basis for them to  
12 proceed with it going forward.

13 I have been part of cases where special assessments  
14 were invalidated, and later on if they decide they don't  
15 want to proceed with this, there is a way to credit back  
16 these special assessments, as well.

17 So there's definitely a remedy there at the end of  
18 the case, but I can't explain why all the owners are  
19 paying, Your Honor, other than, you know, speculation as  
20 far as the threat of foreclosure, and maybe they're in  
21 agreement, but there has to be a meeting for them to  
22 approve it.

23 MR. DELONG: Judge, I just want to point out that  
24 Mr. Zaciewski just admitted that he has an adequate  
25 remedy at law in this case. So that he's defeated his

1 own motion for temporary injunction.

2 MR. ZACIEWSKI: That's a secondary issue, though.  
3 I'm referring to, at the end of the day, if they don't --  
4 if they agree that they want this thing terminated, then  
5 after that, we'd have to proceed with a final hearing in  
6 this case to determine what that remedy is. But we can't  
7 just continue to allow them to proceed with the  
8 construction. If the owners want to terminate it in the  
9 first place, then there is no adequate remedy at law at  
10 that point.

11 THE COURT: Ms. Brooks, what did you want to say?

12 MS. BROOKS: I wanted to say that most of the people  
13 paid this special assessment for the simple reason that  
14 we had a reserve study done, and in the reserve study, it  
15 said we needed \$4 million in special assessment in order  
16 to do all the work that was done.

17 So remember, the special assessment was not only for  
18 Building 12, which is what they're at issue with. We've  
19 been -- it comes with the 40-year certification that has  
20 to be done, the fire alarm that has to be put in place  
21 where they did not have it before, and the buildings that  
22 have elevators. So they see the work being done, and  
23 they understand what is being done.

24 THE COURT: That's good. So just notice the proper  
25 meeting, notice the meeting properly, and get everyone to

1           approve, and I think what should happen is there should  
2           be maybe a separate vote, because there's the Building 12  
3           issues and then there's the fire sprinklers that, it  
4           sounds like, at the 40-year certification, they're going  
5           to require throughout. And those are things that  
6           everybody needs to vote on.

7                     And it makes total sense that this law is applied  
8           this way, because you could have a condominium at 40-year  
9           certification that the required improvements price people  
10          out -- out of their price point. And they don't want to  
11          live there anymore. They don't want to -- it's not what  
12          they bargained for, you know.

13                    MR. ZACIEWSKI: Sorry. Mr. Baptiste, I don't think  
14          that -- he's raising his hand. I don't know, Your Honor,  
15          since you let Ms. Brooks speak, I don't know if you'll  
16          allow Mr. Baptiste to speak.

17                    THE COURT: The reason why I'm letting Ms. Brooks  
18          speak is because she's the one that is going to be left  
19          holding the bag tomorrow morning, because she's the  
20          property manager. And I'm making a ruling that's going  
21          to impact her life, eminently. And that's why I'm  
22          letting her speak, because she's the one that has the  
23          boots on the ground and has to deal with all the workers  
24          and everything tomorrow.

25                    MS. BROOKS: So the contractors will have to stop

1 working. Building 12 will be unsure when they'll be able  
2 to get in.

3 THE COURT: For two weeks. So what you have to do,  
4 14 days, Ms. Brooks, you need to organize this meeting  
5 ASAP, and it needs to be by the book.

6 MS. BROOKS: Okay.

7 THE COURT: So send out the is in notices, you know,  
8 tomorrow, if you can. Draft up your notice of hearing  
9 and notice of meeting, and send it out.

10 MS. BROOKS: Okay.

11 THE COURT: Get some high school interns to help you  
12 stamp all of those envelopes.

13 MR. DELONG: And Judge, just for clarification, and  
14 so the items on the agenda at this meeting will not only  
15 be the continuation of the special assessment for the  
16 rebuild of Building 12, but the continuation of special  
17 assessment for all the other items on that June 2020  
18 agenda, which included 40-year certification fire alarm.

19 THE COURT: Those aren't subject to the lawsuit, but  
20 if you're going to have a -- if you're going to have a  
21 meeting, you might as well get all that done before you  
22 get another lawsuit.

23 MR. DELONG: They were part of the special  
24 assessment. He's claiming the whole special assessment  
25 is illegal, not the 700,000 for the rebuild. You're

1 saying the whole \$1.2 million special assessment, which  
2 included 40-year recertification --

3 THE COURT: Right.

4 MR. DELONG: -- to other buildings.

5 THE COURT: Yes. Right. Right. Yeah. If it's  
6 included in -- in his motion, then that's what it is.

7 And, you know, Ms. Brooks, hopefully for your sake,  
8 all the owners are going to agree and they're going to  
9 vote in favor of it, or the -- it's a majority, correct?

10 MS. BROOKS: Yes.

11 THE COURT: Yeah.

12 MR. ZACIEWSKI: Yeah.

13 THE COURT: Is it majority vote of the owners  
14 present or majority of --

15 MS. BROOKS: Of the owners present at the meeting,  
16 yes.

17 THE COURT: Perfect. Okay. Sounds good.

18 All right, Mr. Zaciewski, draft a proposed order for  
19 me, upload it in courtMAP as soon as possible so I can  
20 sign off on it, because technically, until I sign off on  
21 it, the injunction is not in place, and there's a matter  
22 of bond, as well.

23 What's your position with regards to the bond?

24 MR. ZACIEWSKI: At this point, Your Honor, all the  
25 assessments, they're already been paid, they're being

1           paid, so there's no requirement for bond in this case.  
2           I'm not aware of any case law that I reviewed regarding  
3           this issue that requires my client to make a payment for  
4           what? Special assessments are being paid as it stands.  
5           I don't know what The Court would propose, but I don't  
6           see how there's a requirement in this case for a bond for  
7           an injunction in this case, because it's just temporarily  
8           halting the construction based on an improper vote in the  
9           first place.

10           MR. DELONG: Judge, I mean, I'm not sure. I really  
11           don't know, but the only thing I could imagine would be  
12           to maybe delay damages from the contractor for delay of a  
13           critical path. I'm not saying that's the case. But  
14           that -- issue.

15           THE COURT: Well, so if we want to not make matters  
16           worse by imposing a bond at this point, even a \$2,000  
17           bond wouldn't be enough to cover delay damages. So you  
18           know, if there's no objection, I'm not going to impose a  
19           bond at this point. It's a two-week -- it's a 14-day  
20           injunction, and I want this meeting to happen.

21           So if you can upload a proposed order, you know, you  
22           have to show it to Mr. Delong, but I just want you to  
23           state the authority that we discussed by virtue of the  
24           condo docs, the lack of the appropriate vote at the board  
25           meeting, and the prongs that we discussed.

1 MR. ZACIEWSKI: And Your Honor, I think -- and in  
2 this case, I don't want to restrict it to 14 days,  
3 because let's just say they don't get the notice out  
4 right away, it may take them a week to get everything  
5 together, so I don't want to -- I just want to say until  
6 next -- the proper meeting is held and voted on, the  
7 injunction should remain in place until that time.

8 THE COURT: Well, I'm going to say -- let's say 30  
9 days maximum. But I don't want -- I don't want this  
10 thing to just drag on.

11 MR. ZACIEWSKI: And I also want to -- if we could,  
12 Your Honor, just make sure that all, you know, collection  
13 efforts for that special assessment is stopped until they  
14 have that meeting.

15 THE COURT: No. We'll toll that.

16 MR. ZACIEWSKI: Okay, I'll prepare an order.

17 THE COURT: Okay. Thank you, everyone. Thank you  
18 for all the citizens who are here. I just want to read  
19 some of the names into the record.

20 We have somebody named Leonard Dezier Junior  
21 (phonetic). We have Marilyn iPad. We have Holly  
22 Hamilton, we have Bradley Friedman, we have to lip  
23 Pierre, we have Raymond a Lee man, we have Jonathan  
24 Rothman, and we have Patrick DeCastro.

25 They may be coworkers of the lawyers, they also may

1 be unit owners, board members, I'm not sure who all these  
2 folks are, but I wanted to just read their names into the  
3 record.

4 Okay. Thank you, everyone.

5 MR. ZACIEWSKI: Thank you, Judge.

6 MR. DELONG: Thank you, Your Honor.

7

(Thereupon, the hearing was concluded)

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

CERTIFICATE

STATE OF FLORIDA :  
:  
COUNTY OF DADE :

I, LOURDES M. RESTREPO, RPR, Court Reporter,  
hereby certify that the foregoing transcript, numbered 1  
to and including 104, is a true and correct transcription  
of my stenographic notes of the proceedings had in the  
aforementioned cause, heard before BEATRICE BUTCHKO on  
the 13th day of September, 2021.

WITNESS my hand, this 17th day of September, 2021.

\_\_\_\_\_  
LOURDES M. RESTREPO  
Court Reporter  
GG 277823  
Expires 03/11/2023

<b>A</b>				
<b>abandon</b> 7:25 11:13 12:2,7 49:12,22 81:23 82:20 84:20	18:18 22:1 25:5,6 25:7 26:5,19 31:10 97:24	87:10,11 <b>America</b> 63:12 <b>amount</b> 4:17,23 11:6,6 25:15,21 35:25 36:10,11,18 37:3 39:15 40:9 40:20 41:22,24 55:9 66:8 71:23 72:1 74:4,17	94:4,12 95:8 97:22 99:1 <b>approved</b> 26:14 56:16 87:12 88:3 <b>approximate</b> 36:17 <b>approximately</b> 40:22 71:24 <b>approximation</b> 36:4,17 <b>April</b> 85:11 <b>architect</b> 72:23,25 73:1 <b>area</b> 15:17 16:10 <b>areas</b> 21:11 93:12 <b>arguing</b> 79:15 <b>argument</b> 6:14 11:9 13:14 32:4 57:6 59:1 76:14 77:2 85:5 86:7 87:23 <b>argumentative</b> 28:1 <b>arguments</b> 45:2 <b>Article</b> 5:2 77:22 81:6 <b>ASAP</b> 100:5 <b>asbestos</b> 10:4 67:13 67:18 68:13,15,16 69:3 <b>asked</b> 10:17 37:1 38:5 48:11 58:14 63:12 65:13 72:20 <b>asking</b> 34:21 43:17 44:1,17,18,18,20 45:3 65:16 77:11 90:2 <b>asks</b> 5:2 <b>assessed</b> 95:14 <b>assessment</b> 4:2,15 4:17,20,25 5:7,12 5:16,18,25 6:3,4,9 7:5,9,15,19 9:3 11:2,4,10 12:7 13:6 23:19 24:4 24:11,24 25:25 26:13,14 27:7,12	27:16,20 28:21 29:4,5,15 30:24 33:21 34:1,3,24 34:25 35:13,16,17 35:21,23 36:1,7 36:22,22 37:17 38:11 39:2,3,9,22 39:25 40:1,10,16 40:21 43:20 44:21 44:24 49:9 50:3,4 50:5,9,15 54:16 54:17,23 55:8 57:22 58:1,5 79:11,17 80:3,5 81:24 82:4,5,8 83:16 85:7 87:24 88:15 89:15,25 90:7 94:14,20 95:7 96:2,25 97:8 98:13,15,17 100:15,17,24,24 101:1 103:13 <b>assessments</b> 12:17 23:16 30:19 37:23 55:13,16 58:9 86:3 87:9 88:20 89:1 97:13,16 101:25 102:4 <b>assessment's</b> 8:15 <b>assist</b> 20:8 <b>association</b> 1:6 3:3 3:11,13,22 4:6,8 5:3,6,10 6:12 7:6 9:12,14,17,18 10:7,17,20 11:24 12:9,13,24 14:15 14:23 15:15 19:11 20:3,14 21:20 25:23,24 27:5,11 27:15,18 28:8,24 29:14,19 30:12 37:7,15,16,21 41:7,19 42:3,24 46:17 48:4,5,19 49:8 50:6,8 51:13 53:14 54:14,22
<b>abandoned</b> 5:9 79:12	<b>advance</b> 16:15 93:5 <b>aforementioned</b> 105:11 <b>afternoon</b> 3:5,9 32:13 51:11 57:15	<b>anchor</b> 63:10 <b>and/or</b> 28:23 <b>anonymous</b> 11:11 <b>answer</b> 12:10,10 46:25 49:3 62:2 <b>answering</b> 23:5 <b>anymore</b> 47:2 99:11 <b>anyway</b> 79:24 87:17 96:22 <b>apologize</b> 60:21 <b>appear</b> 81:25 93:4 <b>appearance</b> 3:4 <b>APPEARANCES</b> 2:4 <b>appears</b> 17:2 27:1 28:8,9 30:11,12 <b>appellate</b> 90:21 <b>applicable</b> 12:7,8 36:1 58:9 <b>applied</b> 11:10 62:11,13 65:21 81:18 99:7 <b>applies</b> 6:17 86:16 87:24 <b>apply</b> 79:24 <b>applying</b> 63:25 <b>appraisals</b> 34:8 <b>appreciate</b> 19:3 <b>appropriate</b> 27:13 85:2 95:18 102:24 <b>appropriately</b> 95:20 <b>approval</b> 5:6 27:19 79:10 88:2 <b>approve</b> 6:16 26:13 87:24 88:1,15	<b>approved</b> 26:14 56:16 87:12 88:3 <b>approximate</b> 36:17 <b>approximately</b> 40:22 71:24 <b>approximation</b> 36:4,17 <b>April</b> 85:11 <b>architect</b> 72:23,25 73:1 <b>area</b> 15:17 16:10 <b>areas</b> 21:11 93:12 <b>arguing</b> 79:15 <b>argument</b> 6:14 11:9 13:14 32:4 57:6 59:1 76:14 77:2 85:5 86:7 87:23 <b>argumentative</b> 28:1 <b>arguments</b> 45:2 <b>Article</b> 5:2 77:22 81:6 <b>ASAP</b> 100:5 <b>asbestos</b> 10:4 67:13 67:18 68:13,15,16 69:3 <b>asked</b> 10:17 37:1 38:5 48:11 58:14 63:12 65:13 72:20 <b>asking</b> 34:21 43:17 44:1,17,18,18,20 45:3 65:16 77:11 90:2 <b>asks</b> 5:2 <b>assessed</b> 95:14 <b>assessment</b> 4:2,15 4:17,20,25 5:7,12 5:16,18,25 6:3,4,9 7:5,9,15,19 9:3 11:2,4,10 12:7 13:6 23:19 24:4 24:11,24 25:25 26:13,14 27:7,12	18:18 22:1 25:5,6 25:7 26:5,19 31:10 97:24 <b>advance</b> 16:15 93:5 <b>aforementioned</b> 105:11 <b>afternoon</b> 3:5,9 32:13 51:11 57:15 <b>agenda</b> 100:14,18 <b>agent</b> 82:6 <b>ago</b> 4:5 <b>agree</b> 5:22 81:18 83:11 88:6 94:18 98:4 101:8 <b>agreed</b> 5:15 <b>agreement</b> 83:2 97:21 <b>ahead</b> 3:19 13:15 14:5,19 23:7 24:8 24:9 38:24 39:14 45:8 49:20 53:5 57:10 59:24 60:3 71:8 73:13 77:1 80:2 86:13 <b>AIA</b> 75:20 <b>air</b> 21:8,9 50:23 <b>al</b> 1:3 <b>alarm</b> 29:18 98:20 100:18 <b>alarmed</b> 54:20 <b>alleged</b> 4:22 79:25 <b>allegedly</b> 5:14 <b>allocated</b> 4:18 25:12 <b>allow</b> 25:23 29:10 49:8 54:22 55:6 62:7 85:8 89:10 89:15 98:7 99:16 <b>allowed</b> 54:15 55:1 64:10 65:8,11 93:8 <b>allows</b> 27:3 85:6 <b>amended</b> 85:25 <b>amending</b> 90:24 <b>amendment</b> 12:11 12:13,18,20 85:9
<b>ability</b> 44:22 <b>able</b> 6:7,15 23:23 24:1,13 28:9 30:21 32:1 41:25 48:16 65:15 80:19 93:7 100:1 <b>Absolutely</b> 22:15 34:4 <b>AC</b> 50:19 <b>access</b> 29:8,11 64:5 64:6 <b>accessible</b> 72:15 <b>accurately</b> 19:8 <b>acknowledged</b> 93:6 <b>acquired</b> 20:11 <b>acting</b> 30:6 <b>actively</b> 71:10 <b>actual</b> 28:18 <b>addition</b> 40:16 63:23 70:10 <b>additional</b> 25:15 62:18 64:5,6 71:4 72:11 74:15 83:7 <b>address</b> 9:17 13:13 13:13 14:12,13,20 46:9,13 53:12,14 60:5,8 <b>addressed</b> 38:16 <b>adequate</b> 89:22,24 90:4,15 91:21 92:12 97:24 98:9 <b>adjourned</b> 55:1,4 <b>adjuster</b> 15:8 20:8 65:25 74:13 <b>admit</b> 7:21 12:12 25:1 <b>admitted</b> 17:13,18	18:18 22:1 25:5,6 25:7 26:5,19 31:10 97:24 <b>advance</b> 16:15 93:5 <b>aforementioned</b> 105:11 <b>afternoon</b> 3:5,9 32:13 51:11 57:15 <b>agenda</b> 100:14,18 <b>agent</b> 82:6 <b>ago</b> 4:5 <b>agree</b> 5:22 81:18 83:11 88:6 94:18 98:4 101:8 <b>agreed</b> 5:15 <b>agreement</b> 83:2 97:21 <b>ahead</b> 3:19 13:15 14:5,19 23:7 24:8 24:9 38:24 39:14 45:8 49:20 53:5 57:10 59:24 60:3 71:8 73:13 77:1 80:2 86:13 <b>AIA</b> 75:20 <b>air</b> 21:8,9 50:23 <b>al</b> 1:3 <b>alarm</b> 29:18 98:20 100:18 <b>alarmed</b> 54:20 <b>alleged</b> 4:22 79:25 <b>allegedly</b> 5:14 <b>allocated</b> 4:18 25:12 <b>allow</b> 25:23 29:10 49:8 54:22 55:6 62:7 85:8 89:10 89:15 98:7 99:16 <b>allowed</b> 54:15 55:1 64:10 65:8,11 93:8 <b>allows</b> 27:3 85:6 <b>amended</b> 85:25 <b>amending</b> 90:24 <b>amendment</b> 12:11 12:13,18,20 85:9	87:10,11 <b>America</b> 63:12 <b>amount</b> 4:17,23 11:6,6 25:15,21 35:25 36:10,11,18 37:3 39:15 40:9 40:20 41:22,24 55:9 66:8 71:23 72:1 74:4,17 <b>anchor</b> 63:10 <b>and/or</b> 28:23 <b>anonymous</b> 11:11 <b>answer</b> 12:10,10 46:25 49:3 62:2 <b>answering</b> 23:5 <b>anymore</b> 47:2 99:11 <b>anyway</b> 79:24 87:17 96:22 <b>apologize</b> 60:21 <b>appear</b> 81:25 93:4 <b>appearance</b> 3:4 <b>APPEARANCES</b> 2:4 <b>appears</b> 17:2 27:1 28:8,9 30:11,12 <b>appellate</b> 90:21 <b>applicable</b> 12:7,8 36:1 58:9 <b>applied</b> 11:10 62:11,13 65:21 81:18 99:7 <b>applies</b> 6:17 86:16 87:24 <b>apply</b> 79:24 <b>applying</b> 63:25 <b>appraisals</b> 34:8 <b>appreciate</b> 19:3 <b>appropriate</b> 27:13 85:2 95:18 102:24 <b>appropriately</b> 95:20 <b>approval</b> 5:6 27:19 79:10 88:2 <b>approve</b> 6:16 26:13 87:24 88:1,15	94:4,12 95:8 97:22 99:1 <b>approved</b> 26:14 56:16 87:12 88:3 <b>approximate</b> 36:17 <b>approximately</b> 40:22 71:24 <b>approximation</b> 36:4,17 <b>April</b> 85:11 <b>architect</b> 72:23,25 73:1 <b>area</b> 15:17 16:10 <b>areas</b> 21:11 93:12 <b>arguing</b> 79:15 <b>argument</b> 6:14 11:9 13:14 32:4 57:6 59:1 76:14 77:2 85:5 86:7 87:23 <b>argumentative</b> 28:1 <b>arguments</b> 45:2 <b>Article</b> 5:2 77:22 81:6 <b>ASAP</b> 100:5 <b>asbestos</b> 10:4 67:13 67:18 68:13,15,16 69:3 <b>asked</b> 10:17 37:1 38:5 48:11 58:14 63:12 65:13 72:20 <b>asking</b> 34:21 43:17 44:1,17,18,18,20 45:3 65:16 77:11 90:2 <b>asks</b> 5:2 <b>assessed</b> 95:14 <b>assessment</b> 4:2,15 4:17,20,25 5:7,12 5:16,18,25 6:3,4,9 7:5,9,15,19 9:3 11:2,4,10 12:7 13:6 23:19 24:4 24:11,24 25:25 26:13,14 27:7,12	27:16,20 28:21 29:4,5,15 30:24 33:21 34:1,3,24 34:25 35:13,16,17 35:21,23 36:1,7 36:22,22 37:17 38:11 39:2,3,9,22 39:25 40:1,10,16 40:21 43:20 44:21 44:24 49:9 50:3,4 50:5,9,15 54:16 54:17,23 55:8 57:22 58:1,5 79:11,17 80:3,5 81:24 82:4,5,8 83:16 85:7 87:24 88:15 89:15,25 90:7 94:14,20 95:7 96:2,25 97:8 98:13,15,17 100:15,17,24,24 101:1 103:13 <b>assessments</b> 12:17 23:16 30:19 37:23 55:13,16 58:9 86:3 87:9 88:20 89:1 97:13,16 101:25 102:4 <b>assessment's</b> 8:15 <b>assist</b> 20:8 <b>association</b> 1:6 3:3 3:11,13,22 4:6,8 5:3,6,10 6:12 7:6 9:12,14,17,18 10:7,17,20 11:24 12:9,13,24 14:15 14:23 15:15 19:11 20:3,14 21:20 25:23,24 27:5,11 27:15,18 28:8,24 29:14,19 30:12 37:7,15,16,21 41:7,19 42:3,24 46:17 48:4,5,19 49:8 50:6,8 51:13 53:14 54:14,22

55:6,7 56:25  
 57:16 59:8 60:7  
 64:1,15 65:22  
 66:9,23 68:16  
 69:8,11,23 70:11  
 70:20 71:17 72:11  
 74:22 76:9 77:16  
 79:1,9,15 80:4  
 82:4 84:8,10,11  
 84:13,16,22 85:4  
 85:10,25 86:1,16  
 87:4,23 90:22  
 93:14 97:2,6  
**Association's** 37:12  
 60:9  
**assuming** 9:3  
**astounded** 95:12,12  
**attached** 5:1 28:14  
 78:2  
**attend** 23:23 24:1  
**attended** 57:20  
**attic** 16:10  
**attorney** 20:14  
 37:15,16  
**attorneys** 57:16  
**auditorium** 15:17  
**authority** 77:7  
 84:25 102:23  
**available** 42:4  
 52:14  
**Avenue** 14:20  
 46:14  
**avoid** 91:16  
**aware** 27:18 30:18  
 53:23,25 54:14  
 94:24,25 97:10  
 102:2  
**A/C** 64:11

---

**B**

**back** 6:7 9:13 10:6  
 10:17,19 20:24  
 24:25 26:22 28:18  
 39:1 48:16 62:8  
 67:14,16,21 68:1  
 68:3,18 75:20

76:24 91:14,16  
 97:15  
**bag** 99:19  
**BAILIFF** 3:15  
**ballot** 49:21,21  
**ballpark** 36:16  
**bank** 42:16,24 43:1  
 43:6  
**bankruptcy** 96:5  
**Baptist** 25:10  
**Baptiste** 3:7 13:20  
 13:21 14:9,11  
 15:2 19:7 21:1,6  
 22:13 23:5,9,20  
 24:13 25:23 26:9  
 26:25 27:4 28:16  
 30:14 31:1,12  
 32:6,13 38:18  
 39:1 52:15 73:8  
 73:11 85:1 99:13  
 99:16

**bargained** 99:12  
**based** 36:5 41:2,4  
 92:8 102:8  
**basically** 11:12  
 65:24,24 71:12  
 77:3 87:25 89:7  
**basis** 4:1,22 38:10  
 38:13 97:11  
**bathrooms** 51:3  
**bear** 21:17  
**BEATRICE** 1:10  
 105:11  
**becoming** 71:5  
**beginning** 54:25  
 64:18 79:20 96:24  
**behalf** 2:5,10 3:6  
 3:10 77:22

**believe** 3:13 10:16  
 10:20,23 94:19  
**bid** 75:15,17  
**bids** 10:21 29:15  
 74:23,24 75:14  
**bills** 43:2  
**bind** 85:3,8  
**binder** 81:8

**bit** 11:11 13:3  
 18:21 21:3 30:4,6  
 59:21 76:13  
**blacklist** 29:9  
**blue** 62:16 90:18  
 91:7  
**Blvd** 2:11  
**board** 4:16 7:1,9  
 22:23,23 23:2  
 26:12,14 30:20  
 31:25 44:10 47:11  
 47:11 48:3,4,7,24  
 48:25 50:2,10  
 54:24 55:20,24  
 57:17 58:1 61:10  
 61:22 62:17 75:19  
 75:23 79:18,20  
 80:2 88:8 95:17  
 102:24 104:1

**boarded** 61:24 62:7  
 62:10 66:3

**boarding** 63:24  
 65:20

**boards** 62:10 66:1  
 68:1

**bodily** 33:23

**body** 28:18 29:23

**bond** 75:22,23  
 101:22,23 102:1,6  
 102:16,17,19

**book** 78:21 100:5

**books** 37:11,12  
 44:2

**boots** 99:23

**bottom** 27:1 57:22

**box** 45:14

**Brad** 87:16

**Bradley** 3:12 36:24  
 37:5,6,9 103:22

**break** 68:4

**breakdown** 27:14  
 55:12 57:23

**briefly** 50:17

**Brooks** 8:11 39:20  
 59:5,15,18,20  
 60:3,6 76:23

95:11,24 96:1,8  
 96:23 98:11,12  
 99:15,17,25 100:4  
 100:6,10 101:7,10  
 101:15

**Brown** 19:16 45:11  
 45:12,14,18 46:3  
 46:6,8,12 47:5,7  
 47:22 49:3,14  
 50:7,17,25 51:11

**budgets** 87:9

**build** 84:19

**building** 4:3,9,13  
 4:19,20 5:11,13  
 5:15,20,21 6:7,13  
 7:3,20,23,24 8:17  
 11:7,12,14,19  
 12:6,15 14:22,24  
 15:4,19 16:5

17:24 18:9,15  
 19:8,12,15,22,23

20:3,7,10,10,12

20:15,20,24 21:7

21:11 22:9,13

23:11,20,24,25

25:13,14,16,18,24

28:21,23 29:2,16

30:20,21,23 31:13

31:15,16,22 32:15

32:17,21 33:14

34:14 35:2,9,14

35:14 40:3,11,16

41:2,3,5,9,13,13

41:16 43:22,23,24

44:7,8,16 46:16

47:10,23,25 48:20

49:9,12,16,22,24

50:2,9,13,14

51:14,16 52:6

53:16 54:1,4,6,9

54:12,15 55:25

56:9,17,18 61:15

61:22 62:9,22,25

63:4,13,24 64:1,4

65:12,20,23 66:25

70:2,21 71:1 72:8

76:6 78:11,18,22  
 78:23,25 79:16,22  
 79:24 80:6,16  
 82:15,24,25 83:3  
 83:6,8,13,19,21  
 83:24,25 84:1,20  
 84:23 85:3 86:4  
 86:15,17 88:3,9  
 88:25 91:12 93:12  
 95:8 96:20 98:18  
 99:2 100:1,16

**buildings** 3:23 4:12  
 4:19 6:16 7:10  
 12:9,15 15:14,16  
 40:14,15 64:6,7  
 98:21 101:4

**burned** 17:25 18:15  
 68:21

**business** 56:17

**BUTCHKO** 1:10  
 105:11

**buy** 61:22

**bylaws** 12:12 77:17  
 77:18 85:10,17,17  
 85:22,25 86:14  
 87:12

**B-r-o** 45:19

---

**C**

**C** 81:15

**CA** 1:2

**cabinets** 64:13

**call** 13:19 29:7,7  
 45:8 59:5,15  
 76:24 87:16

**called** 29:11 65:13

**call-in** 28:21

**cancel** 82:21

**canceled** 82:23

**Cardonas** 14:1

**careful** 38:2

**carpet** 51:1

**CARR** 60:19

**case** 1:2 7:25 34:11  
 34:13,16,19,20,21

37:18 41:19 77:20

78:11 89:4 90:18 90:20 91:9,10,14 92:7 94:2 97:18 97:25 98:6 102:1 102:2,6,7,13 103:2 <b>cases</b> 15:10 96:9 97:13 <b>casualty</b> 78:10 79:6 <b>caught</b> 49:4 <b>cause</b> 91:23 105:11 <b>caused</b> 4:12 <b>causing</b> 35:11 <b>CDA</b> 91:9 <b>cease</b> 44:20 <b>ceiling</b> 16:3 <b>cell</b> 45:16,17 <b>central</b> 50:23 <b>certain</b> 30:3 38:3 77:14 <b>Certainly</b> 16:23 18:20 26:21 <b>certificate</b> 69:10,12 105:3 <b>certification</b> 98:19 99:4,9 100:18 <b>certified</b> 20:11 <b>certify</b> 105:8 <b>cetera</b> 82:6,6 87:9 <b>chance</b> 13:21 <b>change</b> 61:6,9 <b>chapter</b> 12:24 27:14 87:4 <b>Chat</b> 55:3 <b>check</b> 41:16 42:20 43:3 67:9 <b>checks</b> 43:6,9,10 <b>choice</b> 91:18 <b>CIRCUIT</b> 1:1,1 <b>citation</b> 91:5 <b>cite</b> 89:4 <b>cited</b> 13:5 67:23 81:1 92:7 <b>citizens</b> 103:18 <b>City</b> 21:16,20 44:25 64:9 67:11,12,23	68:20 69:4 <b>claim</b> 35:19 61:19 65:25 66:6 <b>claiming</b> 38:4 100:24 <b>clap</b> 73:9 <b>clarification</b> 37:6 37:25 100:13 <b>clarify</b> 33:12 37:21 38:7 40:9 88:17 <b>clean</b> 22:10 <b>clear</b> 78:13 90:5 <b>clearly</b> 90:14 92:21 <b>clerk</b> 13:25 16:14 16:19 17:9 19:1 <b>client</b> 102:3 <b>clients</b> 3:22 80:4 <b>Clinton</b> 52:14 <b>close</b> 45:1 <b>closed</b> 64:9 <b>closes</b> 57:5 <b>club</b> 30:23 79:22 <b>clue</b> 38:4 42:22 43:5 56:7 <b>CME</b> 34:15 <b>COLEMAN</b> 2:11 <b>collection</b> 36:24,25 37:4 74:21 103:12 <b>collections</b> 37:8,22 <b>collective</b> 88:11 <b>colossally</b> 8:9 <b>combination</b> 38:12 86:5 <b>combined</b> 18:8 <b>come</b> 20:8 44:15 65:9,16 66:11 <b>comes</b> 84:1 98:19 <b>coming</b> 20:23,25 54:20 83:7 <b>commence</b> 4:9 <b>comment</b> 71:13 86:11 <b>comments</b> 41:10 71:14 <b>commercial</b> 2:11 15:16	<b>common</b> 4:4 5:5 81:21 82:2 93:12 <b>communicates</b> 93:14 <b>communicating</b> 44:9,11 <b>communications</b> 44:12 <b>community</b> 4:21 <b>companies</b> 43:9,10 <b>company</b> 10:24 42:21 43:3 55:21 63:12 64:16 74:8 74:11 <b>competent</b> 43:21 44:2 <b>complaint</b> 27:6 30:15 90:9 <b>complete</b> 4:25 25:16 <b>completed</b> 31:19 68:15 <b>comply</b> 31:18 44:25 90:22 <b>components</b> 38:7 <b>computer</b> 27:3 30:6 <b>concede</b> 87:25 <b>concerned</b> 38:2 42:20 <b>concerning</b> 27:6 28:20,20 29:5,16 38:6 40:4 <b>concerns</b> 55:5 <b>concluded</b> 104:7 <b>conclusions</b> 28:3 <b>condition</b> 17:23 31:15,16 54:5 63:16 94:10 <b>conditioning</b> 21:8,9 <b>conditions</b> 19:8 <b>condo</b> 35:6 77:8 90:14 93:14 102:24 <b>condominium</b> 3:23 5:9 11:23,25 12:1 12:3,3,9,16 13:1	34:12 79:13 81:23 82:9,11,22 84:15 84:16,18,21,22 86:2 87:6,8 88:8 88:11,16 92:25 97:1 99:8 <b>condominiums</b> 12:14,23,25 84:13 86:1 87:2,5,7 <b>confirm</b> 21:6 55:8 79:3 96:17 <b>conflict</b> 11:17 <b>connected</b> 35:11,15 35:15 <b>connection</b> 46:23 <b>Connelly</b> 70:5,7,8 70:11 <b>consent</b> 90:23 <b>consider</b> 34:9 <b>considered</b> 24:4 <b>consistent</b> 27:14 <b>consists</b> 3:23 <b>consolidated</b> 88:4 88:13,18,19 <b>consolidates</b> 87:22 <b>constructed</b> 91:12 <b>construction</b> 5:8 10:16 15:9 25:16 31:17 43:19 44:20 48:18 71:19,21 72:5,7 74:18 79:12 89:5,11,14 91:2,17,23 93:22 94:5,8,9,11,13 98:8 102:8 <b>contact</b> 52:16 <b>contacted</b> 37:1 <b>continually</b> 35:3 <b>continuation</b> 94:13 100:15,16 <b>continue</b> 4:13 9:8,9 47:20 87:7 98:7 <b>contract</b> 9:13 10:22 43:15 71:23 74:25 75:11,20,25 76:8 76:9,9 89:8,10	<b>contractor</b> 9:19 10:12,15,23 15:9 43:7,13 44:7,23 63:18 66:24 69:23 70:10 71:11,16 72:5,17,20,22 76:5 95:10,20 102:12 <b>contractors</b> 9:23 43:7,21 44:10 56:6,9,13,24 67:7 74:23,24 75:19 88:25 99:25 <b>contracts</b> 56:2 88:24 <b>contradict</b> 77:19 <b>contradictive</b> 6:1 <b>control</b> 85:17 <b>controlling</b> 77:17 77:18 <b>controls</b> 77:16 86:19 <b>convene</b> 88:8 <b>copied</b> 96:10 <b>copies</b> 20:11 <b>copper</b> 51:3 <b>copy</b> 17:5,12 57:17 80:17 81:1 85:15 <b>Corp</b> 10:24 76:3 90:18 91:8 <b>correct</b> 15:21 26:14 32:15,18 33:14 37:7,12,18 39:25 40:3,11,16 41:3 41:13,21 42:4,9 42:13 43:8 47:3 48:14 51:17 56:23 57:2,19 58:2 68:9 71:17 73:16,17 76:3,6 88:12,13 101:9 105:9 <b>correspondence</b> 30:13 <b>cost</b> 7:22 10:19 55:14 95:8 <b>costs</b> 27:14 74:18
---	---	---	---	---

95:22 <b>counsel</b> 3:13 37:14 <b>counted</b> 49:25 <b>countertops</b> 64:13 <b>County</b> 1:1 4:10 9:14,16 10:7 22:19 67:12,13 68:13 69:4,8,14 70:12,18,22 71:3 71:3,7 72:10 105:5 <b>couple</b> 21:6,21 48:15 49:6 64:22 <b>course</b> 30:5 34:7 41:18 57:8 <b>court</b> 1:1 3:2,8,14 3:15,16,19 6:19 7:17 8:3,8,12,18 8:21,25 9:7,10,21 10:9,12 11:16 12:18 13:2,8,10 13:16,21 14:4 15:4,7 16:14,20 17:1,1,3,5,11,11 17:16,25 18:4,6 18:10,12,14,18,25 20:18 21:1,23 22:1 23:1,6,17 24:9 25:3,7 26:5 26:19,23 27:8,24 28:5 29:25 30:2,8 31:2,4,6,10 32:5,9 34:8,18,21 38:20 38:23 39:8,12,18 43:17 44:13 45:4 45:8,12,17,21,25 47:1,6,9,14,20 48:23,25 51:6 52:12,20,22,25 53:5 56:21 57:8 58:22,24 59:2,9 59:13,17,21,24 69:1 72:17,22 73:1,5,10,13 74:7 75:5,8 76:12,16 76:23 77:6,13,24	78:7,16,25 79:5 80:7,10,15,17,23 81:3,8,13,16 82:17,20 83:2,10 83:22 84:6,24 85:16 86:10,21,24 87:11,17,19 88:5 88:21,23 90:10,21 91:5,19,24 92:6 92:13,16,18 93:24 94:7,15 95:2,6,25 96:7,11,22 98:11 98:24 99:17 100:3 100:7,11,19 101:3 101:5,11,13,17 102:5,15 103:8,15 103:17 105:7,17 <b>courtMAP</b> 17:7 81:8 85:14 101:19 <b>cover</b> 5:7 7:22 74:17 79:11 102:17 <b>coworkers</b> 103:25 <b>Coyne</b> 91:8 <b>create</b> 22:10 <b>created</b> 12:23 73:19 87:2 <b>credit</b> 97:15 <b>critical</b> 102:13 <b>cross</b> 57:6 61:21 <b>cross-examination</b> 32:8,9,11 51:6,9 57:10,12 <b>current</b> 10:22 50:1 58:11 <b>currently</b> 56:8 <b>custodian</b> 7:1 <b>cut</b> 62:1	35:5,13,16,19 62:24,25 63:2,3,5 <b>damages</b> 4:24 16:1 34:2 89:25 91:15 102:12,17 <b>damaging</b> 35:24 <b>dangerous</b> 63:15 <b>Daniel</b> 14:1 <b>Danny</b> 17:7 <b>dated</b> 17:17 18:1 21:19 23:20 <b>day</b> 20:22 29:8,11 30:6 40:8 56:18 60:8,11,15 61:1,3 61:3,4 65:17 66:1 71:14 76:24 98:3 105:12,14 <b>days</b> 23:10,12 48:15 61:1 62:20 64:22 94:20 100:4 103:2,9 <b>deal</b> 39:25 40:2 89:9 99:23 <b>Dear</b> 30:12 <b>debris</b> 22:10 <b>DeCastro</b> 103:24 <b>December</b> 4:4 9:6 11:3 17:17 18:1 19:12,14,24 20:2 21:19 22:7,20 48:13,20 53:21,24 54:2 60:16,20,23 61:7 96:2,4 <b>decide</b> 80:19 97:14 <b>decided</b> 75:17,19 75:23,25 <b>decision</b> 28:22 84:19 <b>declaration</b> 5:3 7:23 12:11 13:1 77:10,15,18,19 78:8,9,18 79:2,5 80:25 81:7 83:3 85:18 87:6,22 <b>declarations</b> 7:21 11:14 78:22,24	82:16 83:1,8 84:1 86:5 88:18,18 90:15 92:9 93:10 <b>defeated</b> 97:25 <b>Defendant</b> 1:7 2:10 3:10 <b>defense</b> 3:8 <b>deficiencies</b> 6:24 <b>defined</b> 11:22,22 84:4 <b>definitely</b> 97:17 <b>definitions</b> 84:3 <b>delay</b> 59:22 102:12 102:12,17 <b>delinquency</b> 38:5 38:10 <b>delinquent</b> 6:5 38:18,19 <b>delivered</b> 82:6 <b>Delong</b> 2:13 3:9,10 7:12,13,19 8:5,10 8:13,19,22 9:5,8 9:12,22 10:11,14 11:18 12:19 13:2 13:4,9 17:15 18:17 20:16 21:24 23:3 24:5,25 25:5 25:8 26:4,18 27:25 30:1 31:9 32:3,12 38:25 39:11,15,19,23 44:17 46:25 48:21 51:7,10,12 52:9 56:20 57:5,13,15 59:3,5,11,15,24 60:2,21,22 69:2 73:8,11,14 74:16 75:9 76:15,19 77:11,25 78:5,13 78:18 80:9,12,16 80:21,25 81:15 82:13,19,25 83:4 83:23 84:7 85:2,9 85:20 86:9,14,22 86:25 88:17 89:12 89:17 91:20 92:4	92:12 93:21 94:25 95:3 97:23 100:13 100:23 101:4 102:10,22 104:6 <b>demand</b> 29:15 37:1 38:14 <b>demolish</b> 30:21 67:22 <b>demolishing</b> 28:23 <b>demolition</b> 56:11 74:20 <b>demonstrate</b> 7:16 7:18 90:8 <b>Denise</b> 8:11 39:20 59:5,6,15,20 60:6 <b>DENNEHEY</b> 2:11 <b>department</b> 16:8 20:11,13 41:5,10 44:8 62:6 <b>depending</b> 40:24 <b>depict</b> 19:8 <b>deposit</b> 9:23 10:1 <b>deposits</b> 9:24 <b>describe</b> 16:1 54:5 <b>described</b> 63:25 <b>destroyed</b> 4:3 78:11 <b>detail</b> 55:14 68:6 <b>detectors</b> 73:2,3,6 <b>determinations</b> 41:4 <b>determine</b> 81:22 94:4 98:6 <b>determined</b> 25:21 87:17 <b>determining</b> 31:25 <b>devalidate</b> 43:19 <b>Development</b> 10:24 76:3 <b>devices</b> 59:22 <b>Dezier</b> 103:20 <b>difference</b> 89:3 <b>different</b> 24:20 38:7 43:9,10 80:14 83:17 96:8 <b>digital</b> 67:19,19
	<b>D</b>			
	<b>DADE</b> 105:5 <b>damage</b> 4:12 16:7 19:23 33:13,16 34:12 35:6,6,8 <b>damaged</b> 14:17,18 16:6 17:25 33:9			

<b>diminished</b> 34:17	90:12,19,23,24	<b>electronically</b>	<b>everything's</b> 88:4	<b>fact</b> 32:17 41:19
<b>diminution</b> 34:17	94:15	41:25	88:12	42:17 91:9
<b>direct</b> 21:2 59:10	<b>doing</b> 10:25 15:10	<b>elements</b> 4:4 5:5	<b>evidence</b> 5:12 6:11	<b>facts</b> 13:18
<b>directions</b> 28:22	43:7 44:25 47:15	81:21 82:2 89:23	6:15,21,24 7:2,21	<b>failed</b> 4:8 21:10,11
29:1	47:17 67:10 70:1	<b>elevation</b> 10:6	8:1,14 9:20 12:12	34:13 35:18
<b>directors</b> 4:16 48:4	79:25 88:5 93:5	67:15 69:9,10,12	17:14 21:21 22:2	<b>failure</b> 31:18 35:10
88:8	<b>door</b> 18:23 62:11	<b>elevators</b> 98:22	25:1 26:3,17	36:22
<b>disagree</b> 83:15,20	63:24	<b>ELEVENTH</b> 1:1	27:23 29:24 31:6	<b>far</b> 19:14 20:1 29:1
<b>disbanded</b> 7:7	<b>doors</b> 62:12 65:21	<b>emergency</b> 3:17	31:8 34:17 77:4,7	31:1,12,22 37:19
<b>disbursed</b> 82:10	66:4	<b>eminently</b> 99:21	79:16 88:3 89:10	38:4 42:20 45:2
<b>disciplines</b> 44:10	<b>douse</b> 16:9	<b>ended</b> 67:20 79:25	92:20	50:7,24 55:7,25
<b>discovery</b> 96:13,14	<b>Downfalls</b> 47:7	<b>ends</b> 96:2,3	<b>exact</b> 36:6	56:2 76:22 89:2
<b>discussed</b> 5:19	<b>downturn</b> 35:21	<b>engaged</b> 10:23	<b>exactly</b> 28:25 44:3	94:2,10,10 97:20
57:23 92:11	<b>draft</b> 100:8 101:18	37:14 41:9 71:17	44:4 48:15 82:25	<b>favor</b> 52:6 82:3
102:23,25	<b>drag</b> 103:10	71:21 76:2	<b>examination</b> 14:7	91:1 92:1 101:9
<b>discussion</b> 5:22	<b>drama</b> 13:17	<b>engineer</b> 44:7 67:2	21:3 46:4 53:7	<b>February</b> 9:25
28:20 29:5 40:4,7	<b>drawings</b> 67:11	67:3,8 68:8,24	60:1	19:24 66:14
80:22 81:12	<b>drew</b> 67:10	<b>engineers</b> 10:4	<b>example</b> 50:19 64:2	<b>feel</b> 39:5
<b>displaced</b> 4:13,13	<b>Drive</b> 46:10	15:10 31:21 44:11	<b>exceed</b> 22:11	<b>feels</b> 38:8
6:2	<b>driver's</b> 13:23	44:15 67:8	<b>excellent</b> 6:20	<b>fees</b> 81:17
<b>dispositive</b> 89:18	52:25 59:18	<b>enter</b> 56:2 90:2	<b>exception</b> 90:19	<b>fence</b> 21:11 41:14
<b>dispute</b> 77:20 90:5	<b>drop</b> 80:23	<b>entered</b> 16:10 76:8	<b>excuse</b> 49:15 83:13	41:15 64:2,4,8
<b>disrepair</b> 34:5 54:8	<b>drywalls</b> 31:19	76:9	<b>exhibit</b> 16:24 17:16	<b>fenced</b> 64:5
<b>distress</b> 35:22	<b>dug</b> 89:7	<b>entire</b> 50:6 62:22	17:24 18:2,6,7,12	<b>figure</b> 36:6
<b>distributed</b> 11:25	<b>duly</b> 46:3 53:4	62:25 82:21 85:4	18:13 21:15 22:17	<b>file</b> 17:9
84:8,12,17	59:20	88:10	24:22 25:2 26:7	<b>filed</b> 16:17 81:2
<b>District</b> 91:8		<b>envelopes</b> 100:12	26:25 28:8 30:11	85:12 97:6
<b>division</b> 4:11 94:23	<b>E</b>	<b>erase</b> 22:11	31:2,4 55:11	<b>filing</b> 77:21
<b>docket</b> 17:7,8,10,12	<b>ear</b> 46:2	<b>Ericson</b> 67:23	85:13,22,23,23	<b>filled</b> 49:17
80:24	<b>early</b> 20:5 67:6	<b>escrow</b> 82:6	<b>Exhibits</b> 18:14	<b>final</b> 91:3 98:5
<b>docs</b> 77:7,8 102:24	73:21	<b>ESQUIRE</b> 2:8,13	<b>expedite</b> 70:8,12	<b>finally</b> 49:7 56:10
<b>document</b> 16:21,24	<b>easier</b> 55:10	<b>essence</b> 87:22	<b>expedited</b> 92:24	<b>financial</b> 12:17
23:4,21 26:20,25	<b>East</b> 2:11	<b>establish</b> 89:21	<b>expires</b> 11:2 105:18	35:12 42:11,16
27:23 28:7,11,15	<b>easy</b> 6:22 10:10	<b>established</b> 58:3	<b>explain</b> 8:11,13	43:12,16 44:3
30:2,14 38:5	<b>economic</b> 34:1 35:1	89:23 90:11 92:19	43:3 97:18	86:2 87:8 88:19
40:12,17 56:6	35:21	<b>Estates</b> 78:20	<b>explained</b> 20:6	<b>financially</b> 35:11
57:16,23 78:17	<b>efficient</b> 13:16 59:9	<b>estimation</b> 36:17	<b>exposed</b> 21:12	35:16,24
80:13	<b>efforts</b> 103:13	<b>et</b> 1:3 82:6,6 87:9	<b>extensive</b> 16:7	<b>find</b> 56:12 62:15
<b>documentation</b>	<b>eight</b> 48:1 49:23,24	<b>evening</b> 61:20	<b>extent</b> 16:1 44:18	67:17 92:1,9
41:21 55:8 56:3	52:2,4 81:13	<b>event</b> 10:15 44:23	<b>exterior</b> 41:3	<b>finding</b> 41:9
<b>documents</b> 3:25	<b>either</b> 6:5 33:6,9	79:6 81:17 82:2,7	<b>e-mail</b> 36:25 42:6	<b>fine</b> 17:15 47:14,16
6:12 8:5 16:12	36:20 49:21 57:6	<b>eventually</b> 28:15	93:16,16	76:19
37:2,11 38:3,6,17	81:6 89:23 94:25	41:8 76:2		<b>finish</b> 62:1 76:24
41:6,7,23 42:3,5,6	<b>electric</b> 66:3	<b>everybody</b> 12:8	<b>F</b>	86:9,10
42:8,10,11,18	<b>electrical</b> 51:2 70:2	49:24 55:2 61:20	<b>face</b> 45:22 46:2	<b>finished</b> 31:23
55:13 80:24 88:7	<b>electronic</b> 29:17	61:21 97:2 99:6	47:6	<b>fire</b> 4:3 9:3,4,5,10

15:19 16:2,3,8,8 17:24 19:9,12,19 19:20 20:2,4 29:18 32:20 33:2 33:7,10,17,20 34:2,9,24 47:12 48:10,11,14,20 49:5,10 50:19 53:21,23,25 54:1 54:7 59:8 60:14 60:16,20,23 61:16 61:17,19,23,24 62:6 64:2,21,22 65:20,23 66:6,7,9 67:15,17 68:8 72:12,12,14 73:4 73:5,6,7,15 78:10 98:20 99:3 100:18	19:12 48:10 79:18 86:1 <b>force</b> 97:7 <b>foreclose</b> 7:8 <b>foreclosure</b> 36:21 58:17 97:20 <b>foreclosures</b> 6:6 97:6,7 <b>foregoing</b> 105:8 <b>forget</b> 86:12 <b>form</b> 13:24 42:5 48:21 <b>format</b> 19:4 <b>forming</b> 21:18 <b>Fort</b> 2:12 <b>forth</b> 9:13 10:7,17 44:7 55:15 67:14 67:21 75:20 <b>forward</b> 43:20 88:1 97:12 <b>found</b> 56:14,15 90:21 91:1 <b>four</b> 4:4,14 31:24 54:4 <b>Friday</b> 61:5,13,14 <b>Fridays</b> 61:11 <b>Friedman</b> 3:12 36:24 37:1,5,6,9 37:16,21,25 38:7 38:16 39:6 42:18 58:13 87:16 103:22 <b>front</b> 16:12 36:14 64:8 78:4 81:5 <b>full</b> 17:20 36:23 53:10 <b>full-time</b> 60:9,10 61:12 <b>funds</b> 25:15,17 57:23 82:1,5 <b>further</b> 19:23 51:4 58:20 83:4 85:20 <b>future</b> 94:11 <b>F2C</b> 77:22	<b>gain</b> 29:11 <b>Galaxy</b> 45:13,17 47:2 <b>Galaxy's</b> 47:2 <b>gaping</b> 16:4 <b>garbage</b> 74:20 <b>gates</b> 64:8,8,9 <b>GCM</b> 75:19 <b>general</b> 10:12 71:16 72:4,17,22 76:5 95:10,19 <b>getting</b> 22:6 41:5 43:20 59:21 61:20 61:21 68:23 74:15 76:13 85:16 <b>GG</b> 105:17 <b>give</b> 7:12 10:18,18 17:5,11 29:8 38:20 74:2 93:17 <b>given</b> 42:6 55:12 74:14 <b>gives</b> 31:25 <b>globally</b> 7:4 <b>go</b> 3:19 6:7 9:19 13:3,14 14:5,19 17:7,19 20:2 21:15 22:16 23:7 23:15,15 24:8,9 24:22 26:22,25 27:1 28:7,9,10,18 29:22 31:23 32:8 38:24 39:14 41:15 45:2,8 46:1 49:20 53:5 57:10 58:16 59:13,24 60:3 63:15 66:1,4 71:8 73:13 74:20 75:17 75:19 77:1,1,9,13 78:19 79:14 86:13 87:1 91:14,16 <b>gobble</b> 7:10 <b>goes</b> 28:13 40:24 78:9 89:4 90:17 <b>GOGGIN</b> 2:11 <b>going</b> 6:22 8:1 10:8 10:19 13:23 16:11	16:21,24 17:22 20:16 21:15,25 22:16,18,24 23:14 23:15 24:5,7 26:7 28:7 29:4,22 30:4 31:13,20 32:3 39:14,20 40:5 41:5,9,17 50:3 54:12,18 55:9 56:3,7 59:2 65:15 67:14 68:3 71:2 73:23 76:21 79:13 80:18 84:2 85:21 89:4,9 91:23 92:1 93:2,4 95:3,4,6,7 95:9 97:12 99:4 99:18,20 100:20 100:20 101:8,8 102:18 103:8 <b>Golf</b> 46:10 <b>good</b> 3:5,9 13:10 26:23 32:13 51:11 57:14 98:24 101:17 <b>gotten</b> 88:2 <b>governed</b> 3:24 <b>governing</b> 3:24 90:22 <b>graffiti</b> 22:11 <b>grass</b> 22:11 <b>great</b> 47:20 <b>ground</b> 99:23 <b>Group</b> 71:19,21 72:5 74:18 <b>guard</b> 64:16 <b>guess</b> 5:21 87:15 <b>guys</b> 42:18,19 43:23 64:24 80:23 <b>G-o-l-f</b> 46:10	103:22 <b>hand</b> 75:14 85:2 93:8 99:14 105:14 <b>handicap</b> 72:15 <b>happen</b> 83:19 92:23 99:1 102:20 <b>happened</b> 20:4 50:11 52:17 72:19 96:7 <b>happening</b> 61:19 66:7 68:25 <b>happens</b> 55:20 78:10 <b>happily</b> 97:3,4 <b>hard</b> 19:4 <b>harm</b> 34:23,23 35:1 35:4 89:21 90:4 91:22,23,25,25 92:6 <b>hear</b> 5:2,16 6:20 23:6 46:25 47:5 <b>heard</b> 7:14 40:6 54:17 95:15 105:11 <b>hearing</b> 1:10,13 16:15 20:13 22:21 41:19 43:18 59:4 67:21 79:19 91:3 96:25 98:5 100:8 104:7 <b>hearings</b> 4:11 71:3 <b>hearsay</b> 20:16 24:8 68:23 <b>heart</b> 76:22 <b>heat</b> 16:7 <b>held</b> 3:1 8:1,16,23 26:8 54:12 63:9 80:22 81:22 83:11 94:12 103:6 <b>Hello</b> 52:21 <b>help</b> 100:11 <b>helpful</b> 16:22 <b>high</b> 100:11 <b>highlighted</b> 78:6 <b>hire</b> 64:15 69:23 <b>hired</b> 9:19 61:22
<b>fire-rated</b> 72:14 73:15 <b>firm</b> 3:12 <b>first</b> 7:15 9:13,23 9:25 13:20,20 16:24 22:8 28:19 30:17 37:13 43:14 54:17 58:3 64:22 66:11,13 67:1,9 67:23 71:6 77:1,9 77:15 81:17 90:16 91:24,25 98:9 102:9 <b>Firstly</b> 61:17 <b>five</b> 23:10,11 68:7 <b>fix</b> 35:2,3,5,18 91:25 <b>fixed</b> 35:22 <b>FL</b> 2:6,12 <b>Florida</b> 1:1 3:24 11:20 12:22 14:14 14:21 46:11,15 83:8 84:2 85:21 86:20,22,25,25 91:9 105:4 <b>folks</b> 93:4 104:2 <b>followed</b> 90:15 <b>following</b> 3:1 12:14	<b>G</b>	<b>H</b>	<b>half</b> 45:5 <b>halt</b> 89:14 94:9 <b>halted</b> 89:5 <b>halting</b> 102:8 <b>Hamilton</b> 3:12	

67:3 70:11 <b>hiring</b> 66:24 67:1 70:10 <b>hold</b> 13:24 17:3,8 80:17,20 83:10 87:11 <b>holding</b> 90:18 91:7 99:19 <b>hole</b> 16:4 89:8 <b>Holly</b> 3:12 103:21 <b>Honor</b> 3:9,18 4:15 5:11,17 8:11,14 8:22 9:8 12:21 13:12 16:11 17:15 17:22 18:9,20 22:17 23:14 24:6 24:23 26:3,17 27:23 29:24 30:1 30:6 31:3 32:7 39:16 47:8 48:22 51:7 52:14 57:4 58:25 59:11 68:22 76:19 77:3,16 78:1 79:24 81:1,6 82:24 83:5,15 84:5 85:6,19 86:8 86:23 87:18 89:17 90:17 92:4 94:18 95:4 97:4,19 99:14 101:24 103:1,12 104:6 <b>Honorable</b> 1:10 <b>hopefully</b> 81:10 101:7 <b>horrible</b> 34:5 <b>hour</b> 45:5 <b>hours</b> 64:21 <b>hundreds</b> 97:1 <b>hurricane</b> 62:14	<b>identical</b> 79:2,4 <b>illegal</b> 4:14 7:15,16 7:20 8:15 13:6 100:25 <b>illegally</b> 7:9 <b>imagine</b> 102:11 <b>immediately</b> 48:12 62:25 82:4 <b>impact</b> 99:21 <b>impacted</b> 90:24 <b>important</b> 8:9 47:12 65:8,9 84:14 <b>impose</b> 102:18 <b>imposed</b> 83:19 <b>imposing</b> 83:18 102:16 <b>imposition</b> 33:25 <b>impossible</b> 33:11 <b>improper</b> 27:11 102:8 <b>improvements</b> 81:20 82:1 95:8 99:9 <b>IMR</b> 10:24 43:8 76:1,2,5 <b>inches</b> 22:11 <b>incidences</b> 50:18 <b>incident</b> 19:17 21:8 <b>include</b> 25:24 29:16 <b>included</b> 100:18 101:2,6 <b>including</b> 12:17 86:3 87:9 88:19 105:9 <b>incorrect</b> 28:3 <b>increase</b> 73:23 <b>incurred</b> 80:5 <b>index</b> 16:16,21 17:4 17:5,6,9,12 <b>indicate</b> 50:2 55:20 55:24 <b>indicated</b> 50:12 81:9 86:19 <b>indicates</b> 5:3 13:6 22:7 23:9 24:3	25:12 27:10 30:17 30:20 77:22 78:11 79:9 94:2 <b>indicating</b> 24:15 42:12 <b>individual</b> 44:14 <b>inform</b> 68:18 69:8 72:11 <b>information</b> 25:17 25:20 27:13 29:20 29:21 30:22 37:10 41:5 44:4 55:7 56:1 57:1 87:21 93:17,18 96:17 <b>informed</b> 71:7 72:13 <b>initial</b> 10:15 12:25 62:20 87:5 <b>initially</b> 4:6 71:16 <b>injunction</b> 3:17 4:1 34:22 44:19 89:5 89:20 90:3 91:1 92:1 98:1 101:21 102:7,20 103:7 <b>injuries</b> 33:19 <b>injury</b> 33:23 91:1 91:11,12,14 <b>inquire</b> 14:5 <b>inquiries</b> 56:14 <b>inside</b> 41:13 51:1 <b>inspect</b> 20:13 37:11 <b>inspection</b> 42:4 <b>inspections</b> 9:17 <b>install</b> 72:13 <b>instances</b> 42:21 <b>institutional</b> 81:17 <b>instructions</b> 16:17 <b>insufficient</b> 7:22 <b>insult</b> 28:24 <b>insurance</b> 4:7,22 5:4 7:22 9:1,24,25 10:2 15:10 25:13 25:18 42:12,13,14 55:21 61:19 65:25 66:5,8,22 72:1 74:8,10 75:6,21	75:22 79:7 81:18 81:19 82:9 <b>intelligently</b> 95:23 <b>intensive</b> 55:16 <b>intent</b> 58:12 <b>interest</b> 11:22 84:4 84:4,7,11 90:13 90:14 92:10 <b>interested</b> 5:23 <b>interesting</b> 96:23 <b>interests</b> 11:21,24 81:25 84:16 87:13 <b>interior</b> 18:3 31:20 <b>interiors</b> 31:18 <b>interns</b> 100:11 <b>interpretations</b> 80:14 <b>interruption</b> 38:22 38:23 <b>interviewed</b> 10:5 <b>interviewing</b> 67:7 <b>introduce</b> 21:20 26:2,16 27:22 29:22,24 31:7 60:3 <b>invalid</b> 90:7 <b>invalidated</b> 97:14 <b>involve</b> 28:22 <b>involved</b> 41:11 50:5 97:1 <b>involving</b> 96:21 <b>iPad</b> 103:21 <b>irrelevant</b> 28:1,4 <b>irreparable</b> 34:23 35:4 89:21 90:3 90:25 91:11,11 92:6 <b>issue</b> 6:6,22 8:15 11:13,18 12:1,5 19:18 34:22 76:18 80:8 98:2,18 102:3,14 <b>issued</b> 9:2 <b>issues</b> 9:16 27:7 44:9 99:3 <b>items</b> 40:13 72:11	100:14,17 <b>I.D</b> 45:23 <hr/> <b>J</b> <hr/> <b>J</b> 84:10 <b>Jane</b> 52:14 <b>January</b> 10:16 19:24 22:12,13 69:22 72:4,8,10 87:6 <b>John</b> 3:7 14:11 <b>Jonathan</b> 103:23 <b>Judge</b> 3:5 16:16 19:5 21:14 24:25 26:22 47:3 51:5 73:8 77:11 89:3 93:21 94:1 95:24 96:15 97:23 100:13 102:10 104:5 <b>judicial</b> 1:1 85:12 85:13,24 <b>June</b> 4:17 24:24 26:8 29:3 39:16 39:24 54:19,21,22 57:18 67:6 100:17 <b>Junior</b> 103:20 <b>jury</b> 13:17 <b>J7</b> 45:13,17 <hr/> <b>K</b> <hr/> <b>K</b> 78:25,25 86:4,4 <b>KAREEN</b> 1:3 <b>Karen</b> 3:2,7 28:12 52:22 53:4,11 <b>keep</b> 18:18 35:2 39:14 68:2 94:3 <b>kept</b> 67:14 93:19 <b>kind</b> 6:1 29:5 35:7 42:19 <b>kitchen</b> 64:13 <b>knew</b> 37:13,14 39:7 <b>knocked</b> 30:9 <b>know</b> 7:1,25 10:5 11:4,6,7,9,10,15 12:16 13:5 15:24
--	--	--	---	---



15:25 17:6 19:2 20:2,20,21 22:18 24:21 28:2,25 31:20 32:7 35:24 36:5,11 37:9,19 38:12 39:7 41:24 42:14 43:10 44:8 44:13 46:20,23 47:9,15 50:7,11 52:1,13,16 55:2,3 55:14,16 56:15,16 59:7,21 72:24 78:21,23 80:21 81:5 82:22 83:22 87:25 89:7 92:22 97:19 99:12,14,15 100:7 101:7 102:5 102:11,18,21 103:12 <b>knowing</b> 6:9 <b>knowledge</b> 40:23 41:1 58:19	<b>laws</b> 90:15 <b>lawsuit</b> 89:19 90:1 100:19,22 <b>lawyer</b> 37:7 41:20 42:18,25 <b>lawyers</b> 51:12 103:25 <b>lead</b> 88:1 <b>leads</b> 4:14 <b>leaking</b> 19:18 43:24 43:25 <b>Lecorps</b> 1:3 3:2,7 28:12 52:19,22 53:4,9,11 54:11 56:8,23 57:4,14 <b>ledger</b> 37:3 38:13 43:12,13 <b>ledgers</b> 38:1 58:14 58:14 <b>Lee</b> 103:23 <b>left</b> 16:5 19:16 45:5 57:9 59:12 61:24 64:23 99:18 <b>legal</b> 11:9 13:14 28:3 44:19 45:2 57:6 59:1 76:14 77:2 86:14 89:2 90:6 <b>legally</b> 89:6 <b>Leonard</b> 103:20 <b>letter</b> 27:1,4,10,16 28:8 30:11 37:2 38:14 39:6 81:13 86:4 <b>letters</b> 38:15 <b>letting</b> 55:5 99:17 99:22 <b>let's</b> 6:21 11:16 13:8 23:6 47:16 47:18,20 68:5 69:22 82:17,18 87:20 96:22 103:3 103:8 <b>levy</b> 81:23 82:5 <b>liaison</b> 70:11 <b>license</b> 13:24 52:25	59:18 <b>licensed</b> 15:3 <b>lien</b> 58:12 <b>life</b> 99:21 <b>light</b> 74:8 <b>litigation</b> 34:14 <b>likelihood</b> 90:8,11 92:14,18 <b>limbo</b> 38:3 <b>limited</b> 29:17 <b>limits</b> 75:6,7 <b>lip</b> 103:22 <b>listed</b> 12:14 86:1 <b>listen</b> 65:14 <b>listened</b> 77:6 <b>litigation</b> 41:18 <b>little</b> 11:11 13:3 18:21 21:3 30:4,6 45:25 59:13,21 63:12 68:6 74:6 76:13 <b>live</b> 32:15 46:20 99:11 <b>lived</b> 3:22 33:6 53:17,18 <b>living</b> 15:2 32:17,18 32:19 <b>loaded</b> 85:14 <b>long</b> 14:25 31:23 46:19,20,21 53:17 65:1,1,15 <b>look</b> 11:20 22:17 56:5,11 95:22 <b>looked</b> 56:12,18 <b>looking</b> 78:7 80:13 95:12 <b>looks</b> 23:10 27:3 28:10 45:11 47:4 95:12 <b>loss</b> 74:12,15 <b>lost</b> 47:1 67:20 <b>lot</b> 10:6 13:17 19:24 28:2 35:11 42:6 64:11 65:10 <b>LOURDES</b> 1:17 105:7,16	<b>lower</b> 10:23 75:14 <b>Lynda</b> 45:11,12,14 45:18 46:3,8 <b>L-e-c-o-r-p-s</b> 52:24 <b>L-y-n-d-a</b> 45:19	61:4 63:20 65:24 74:1 83:23 87:14 87:15 89:7,24 90:10 91:17 96:5 102:10 <b>meaning</b> 94:7 <b>means</b> 82:21 84:7 <b>measures</b> 59:7,8 64:1 65:19 <b>mechanical</b> 29:18 70:1,2 <b>mechanics</b> 88:5 <b>meet</b> 83:24 <b>meeting</b> 5:14 20:23 20:25 23:22,23 24:1,11,14,15 26:8 27:12,15,18 29:2,3,6,8,12 39:16,24 42:7 49:11,11,17,19 50:8 51:14,17,18 51:19,20,24 54:11 54:14,19,21,24 55:1,5 57:17,20 57:24 71:6 79:18 79:20 80:1 81:22 83:11,20 88:8 89:15 93:2,2,11 93:12,18,19,20,22 94:3,12,16,20 95:4 96:15,18 97:21 98:25,25 100:4,9,14,21 101:15 102:20,25 103:6,14 <b>meetings</b> 20:5,6 24:18,19 <b>member</b> 62:16 <b>members</b> 4:21 5:7 7:9,24 8:16 28:24 29:14 44:10 54:25 61:10 79:10 80:4 82:3,7 84:8 85:4 87:23 88:1,13,14 94:23 96:21 104:1 <b>membership</b> 81:22
<hr/> <b>M</b> <hr/>				
<b>M</b> 1:17 2:8 105:7 105:16 <b>mail</b> 93:13,15 <b>maintain</b> 22:9,10 94:7,8 <b>maintenance</b> 50:1 64:24 <b>major</b> 54:8 <b>majority</b> 5:6 27:19 49:22,23 52:5 79:10 82:3,7 88:14 101:9,13,14 <b>making</b> 99:20 <b>man</b> 103:23 <b>manager</b> 8:10,13 15:11 36:25 59:6 60:6,17,24 95:11 99:20 <b>manipulate</b> 80:19 <b>manner</b> 38:17 <b>March</b> 70:14 <b>Marilyn</b> 103:21 <b>marshall</b> 2:11 48:12 <b>math</b> 11:23 <b>matter</b> 50:14 76:22 84:19,20 101:21 <b>matters</b> 12:17 84:13,14 86:3 87:8 88:19 102:15 <b>maximum</b> 74:12 103:9 <b>ma'am</b> 52:10 58:22 95:25 <b>mean</b> 15:5,24 19:13 23:4 24:6,7,18,19 27:25 28:25 35:14 37:14 43:4 48:11 55:13 56:1 59:13				

83:11,12  
**memorialized** 8:12  
**mention** 88:2  
**mentioned** 21:7  
 96:24  
**MEP** 69:23 70:3,10  
**merits** 89:18,19  
 90:9,12 92:17,19  
**met** 22:23 74:14  
 92:2,10,22  
**Miami** 2:6 14:13,21  
 46:11,14  
**Miami-Dade** 1:1  
 4:10 9:14,16  
 22:19 68:13 69:4  
 69:8,14 70:12,18  
 70:22 72:10  
**middle** 21:10 63:9  
**mike** 55:3,3  
**mikes** 55:2  
**million** 4:6,23 9:1  
 10:20 39:21 40:10  
 55:21 74:6 98:15  
 101:1  
**mind** 39:12  
**minute** 50:8 53:2  
 85:21 93:10  
**minutes** 5:14 8:3,3  
 8:6,6,8 13:3 24:14  
 24:17,18,19 26:7  
 26:9,10,12 38:21  
 39:16 50:11,12  
 55:4 57:9 61:25  
 76:17 79:18,20  
 92:20 93:19 96:5  
 96:6,7,9,10,12,18  
 96:19  
**misspoke** 60:21  
**mistake** 54:7  
**mitigations** 20:9  
**moment** 21:1 38:20  
**Monday** 1:12 61:4  
 61:5,13,14  
**Mondays** 61:10  
**money** 35:2,3,20  
 42:17 43:22 44:3

44:4 56:3 74:8  
 89:25 91:15 95:21  
**month** 69:18,20  
**months** 39:4 68:8  
**morning** 52:16  
 61:25 62:8 64:24  
 99:19  
**mortgage** 81:17  
**motion** 3:17,19 4:1  
 4:15 5:1 13:7  
 43:18 44:19 45:1  
 77:21 78:3 81:2  
 89:18,20 98:1  
 101:6  
**move** 20:17 43:20  
 45:6 48:12,16  
**moved** 48:13  
**multi-condomini...**  
 11:24 84:10,15,21  
**mute** 73:11  
**muted** 40:6 54:25

---

**N**


---

**name** 14:9 27:2  
 28:13 45:13 46:6  
 51:11 52:23 53:10  
 56:6 57:15 60:4,6  
 78:16  
**named** 45:14  
 103:20  
**names** 103:19  
 104:2  
**narrative** 21:3 32:4  
 56:20  
**necessary** 82:1  
**need** 6:16,23 13:16  
 13:17,23 17:4  
 20:6,7 21:2 28:14  
 45:22 53:2 65:14  
 80:7,19 88:7 89:6  
 93:7,19 97:10  
 100:4  
**needed** 9:15 20:20  
 25:15 62:18 67:13  
 71:15 72:11 73:18  
 76:25 96:12 98:15

**needs** 94:10 99:6  
 100:5  
**never** 5:24 24:20  
 38:13 39:12 40:25  
 41:12,13 42:15,16  
 54:9 55:23 83:20  
 96:19  
**new** 74:2,4,23,24  
**night** 61:23,23,24  
 62:8,21 64:23  
 66:6 96:17  
**nighttime** 64:18  
 68:1  
**nine** 48:1  
**nitty-gritty** 76:13  
**noneconomic** 34:2  
**normal** 30:7  
**normally** 54:3  
**north** 63:1  
**Northeast** 14:20  
 46:14 53:13  
**Northwest** 14:13  
**note** 93:11  
**noted** 6:25  
**notes** 105:10  
**notice** 21:16,16,19  
 21:22,24 22:1,4  
 22:19,21 23:12,19  
 24:6,7,10,23 25:1  
 25:10,12,16,20  
 28:19 36:25 54:11  
 54:18 55:9,11  
 56:13 57:17 85:12  
 85:13,24 88:10  
 93:1,11 94:20  
 98:24,25 100:8,9  
 103:3  
**notices** 4:11 27:13  
 29:7 37:20 38:16  
 40:5 93:11 100:7  
**notify** 88:9  
**notwithstanding**  
 12:23 87:3 91:3,9  
**number** 16:21  
 17:10,12 18:12  
 28:21 29:7 53:13

79:23 86:4 89:6,7  
 89:21,21  
**numbered** 105:8  
**numbers** 55:17  
**numerous** 4:11  
 28:11  
**nurse** 15:3,3,7,8

---

**O**


---

**object** 20:16 23:4  
 24:5 27:25 28:3  
 32:3 48:21 56:20  
**objection** 17:13,15  
 17:18 18:14,17  
 21:23 23:1,3 24:5  
 25:4 26:4,18  
 27:24 29:25 31:9  
 60:19 68:22  
 102:18  
**objections** 30:1  
**obtain** 4:9 5:6  
 24:13 30:22 44:23  
 69:11 70:20 79:9  
 81:25  
**obtained** 27:19  
**obtaining** 90:23  
**obviously** 47:12  
 88:9  
**occupation** 60:4  
**occur** 51:15  
**occurred** 5:14  
 15:19 19:20 20:2  
 20:4 22:21 24:14  
 24:15 48:9 53:24  
 60:17 70:25 80:1  
 83:21  
**October** 22:22,22  
 23:11 60:7 62:15  
 62:15 69:4,8,20  
**offhand** 63:19  
 69:17 71:25  
**office** 15:17 19:22  
 36:13 60:9 61:18  
 96:16  
**Offices** 2:5  
**official** 20:15

**Oh** 26:21 46:1 73:5  
 83:2  
**okay** 3:14 7:19 9:7  
 9:21 12:5 13:4,8  
 13:10,16,21 14:2  
 14:4 15:7,11 17:3  
 17:16,19,22 18:6  
 18:10,14,18 20:1  
 20:19 21:13 22:1  
 23:17 26:12,23  
 27:8 28:5 30:8,11  
 32:24 33:9,12,19  
 33:25 34:16,21  
 35:13,25 36:20  
 37:6,9 39:12,18  
 40:18,20,25 41:12  
 41:18 42:2,8,11  
 42:23 43:6 44:13  
 45:8,12,17 46:1  
 47:18,20 48:23  
 49:1,4,19,21  
 51:17,22 52:4,8  
 52:12,18,20 53:20  
 53:23 57:22 58:1  
 58:22 59:2,9,10  
 59:14,15,24 60:3  
 60:10,13,16 61:6  
 61:15,17 62:5,10  
 62:13,14,22,24  
 63:4,7,8,23 64:4,4  
 64:15,19 65:3,5  
 65:11,19 66:5,8  
 66:11,14,17,22  
 67:1,1,5 68:4,11  
 68:15 69:3,7,11  
 69:22,25 70:1,5  
 70:10,17,25 71:2  
 71:16,23 72:1,4  
 72:10,16 73:13,15  
 73:21 74:1,17,22  
 74:25 75:8,8,10  
 75:19 76:2,20  
 78:7,19,20 79:5  
 80:15 81:3,16  
 82:19 83:18 84:7  
 85:9 86:13,21

87:18 91:19 94:7 96:11,22 97:9 100:6,10 101:17 103:16,17 104:4 <b>old</b> 50:22 <b>once</b> 8:14 27:2 69:18 75:10 91:17 <b>ongoing</b> 6:4 11:3,5 31:17 94:8 <b>online</b> 71:14 <b>open</b> 7:10 21:12 64:7 66:1,3,3,4 84:9,9 <b>opened</b> 10:20 <b>opening</b> 6:20,23 7:12,17,19 86:20 <b>openings</b> 22:9 62:11 63:24 <b>operate</b> 12:14,24 86:1 87:4,7 <b>operated</b> 84:13 <b>Operation</b> 12:22 87:2 <b>opinion</b> 44:19 <b>opportunity</b> 7:13 95:14,15 <b>opposed</b> 82:8 <b>opted</b> 64:13 <b>order</b> 29:8 66:4 93:2 98:15 101:18 102:21 103:16 <b>organize</b> 100:4 <b>outrageous</b> 29:14 <b>outside</b> 18:16,23 25:24 41:3 <b>overgrown</b> 22:11 <b>override</b> 85:18 <b>Overruled</b> 24:9 28:5 30:2 49:1 <b>owe</b> 37:4 38:8 <b>owned</b> 14:25 <b>owner</b> 29:13 30:12 44:14 47:10 90:25 93:14,16 <b>owners</b> 4:12,19 5:11,13,15,20,22	6:1,5,7,13,15 7:3 8:16 11:11,12,19 12:1,3,6,8 20:25 23:20,23,25 25:23 25:24 27:19 28:11 28:13 29:10,19 30:18,20,23 38:15 39:2 49:8 50:3,9 50:13,14 51:14,16 51:24,25 52:1,2,3 52:5 54:15,22 58:7 62:3,3 65:12 65:17 66:2 71:5 77:22 79:16,23 81:25 82:14,21 83:6,13,14,17,20 83:24,25 84:12,17 85:3,8 86:16,17 88:2,9 90:23,24 91:13 93:1,13 94:4,12 95:4,17 96:20 97:10,18 98:8 101:8,13,15 104:1 <b>o'clock</b> 45:4	<b>Pardon</b> 70:6 <b>paren</b> 84:9,9 <b>parents</b> 53:18 54:3 <b>part</b> 18:7,13 20:5 40:15 42:15 58:8 63:1 73:21 97:13 100:23 <b>participant</b> 43:15 <b>particular</b> 18:8 34:19 94:23 <b>parts</b> 63:4 <b>pass</b> 4:24 5:7,11,15 6:13 20:22 27:16 27:20 35:20 44:21 58:1 79:10 88:15 <b>passage</b> 29:3 <b>passed</b> 4:16,21 5:18 5:25 12:18,20 37:17 58:5,6 80:3 85:11 87:21 <b>passing</b> 33:25 35:17 <b>path</b> 102:13 <b>Patrick</b> 2:13 3:10 51:12 57:15 78:3 79:2 94:18,22 96:8 103:24 <b>Patrick's</b> 96:16 <b>paused</b> 93:23 94:2 <b>pay</b> 4:24 5:4 36:22 39:7 79:8 95:9 97:7 <b>paying</b> 6:5,18 39:3 39:7 43:2,4,13 58:15 80:5 97:2 97:19 <b>payment</b> 9:25 30:18 36:14 43:14 43:14,14 58:14,15 66:13,17 102:3 <b>payments</b> 58:6,13 66:9,12 <b>PDF</b> 18:21 <b>people</b> 7:8 31:21,23 35:5 44:2,9 49:23 49:24,25 51:23	55:1,5 61:22 62:3 64:11,13 65:10 67:24,25 68:2 75:25 82:18 95:13 95:23 96:1,4,25 97:1,3 98:12 99:9 <b>people's</b> 35:18 <b>percentage</b> 44:5 <b>Perfect</b> 14:2 17:11 18:25 81:3 101:17 <b>perimeter</b> 64:3 <b>period</b> 74:1 84:10 89:16 <b>permanent</b> 9:15 <b>permit</b> 56:16 70:8,9 71:12 <b>permits</b> 4:9 10:13 71:8 <b>permitting</b> 10:9 70:12 71:4 <b>person</b> 93:3 <b>personal</b> 33:19 64:11 <b>personally</b> 50:12 <b>pertinent</b> 13:18 <b>phone</b> 45:16 <b>phonetic</b> 103:21 <b>photo</b> 17:17 <b>photograph</b> 16:25 17:13,16 18:3 <b>photographs</b> 17:23 18:22 19:1,7 33:13 <b>photos</b> 17:25 18:15 20:10 <b>physical</b> 67:18 93:18,19 <b>pick</b> 75:25 <b>pickle</b> 95:18 <b>picture</b> 17:20 18:23 45:23 <b>pictures</b> 18:8 <b>Pierre</b> 103:23 <b>place</b> 7:4 9:1,11 34:5,5 53:19 61:23 63:7 68:20	72:8 93:9,22 94:12,21 98:9,20 101:21 102:9 103:7 <b>placed</b> 7:9 63:5 <b>plaintiff</b> 2:5 3:4 6:24 8:4 92:2 <b>Plaintiffs</b> 1:4 3:6 <b>Plaintiff's</b> 3:17 13:7 89:19 <b>plan</b> 58:14,15 <b>plans</b> 59:4 67:10,10 67:16,18,19 68:8 68:10,11,19,20,21 70:2,3 72:18 73:16,18 <b>please</b> 3:20 14:9,10 26:20 31:8 38:20 38:21,24 45:9,11 46:7 47:20 52:12 53:1,9,10 60:5 62:2 73:10 77:24 86:10 91:6 <b>plumbing</b> 29:17 70:3,4 <b>plummet</b> 34:7 <b>plummeted</b> 34:4 <b>plus</b> 6:4 <b>plywood</b> 61:24 68:2 <b>pmdelong@mdw...</b> 2:12 <b>point</b> 70:18 71:24 74:22 77:2,16 96:24 97:23 98:10 99:10 101:24 102:16,19 <b>policy</b> 75:5,7 92:10 <b>portion</b> 4:3 <b>position</b> 5:10 82:14 83:24 101:23 <b>possible</b> 59:10 101:19 <b>post</b> 93:11,15 <b>posted</b> 23:22 <b>posting</b> 93:10 <b>power</b> 30:8
<b>P</b>				
<b>pack</b> 16:7 <b>page</b> 22:4 29:13 30:17,19 55:17 78:21 81:5,6,13 <b>pages</b> 41:20,24 <b>paid</b> 36:7,9,10,10 36:11,12,18 42:13 42:15,17 43:11,16 58:8 89:1 96:2,25 98:13 101:25 102:1,4 <b>pale</b> 47:3,3 <b>paper</b> 42:5 <b>papers</b> 92:3,25 <b>paperwork</b> 49:18 <b>paragraph</b> 11:21 22:8 27:10 82:11 84:3 <b>paralegal</b> 81:9				

<b>premise</b> 13:7	<b>professional</b> 1:18 60:5	84:1 87:4	<b>Raymond</b> 103:23	<b>recertification</b> 40:14 101:2
<b>premises</b> 22:10	<b>progress</b> 10:25 11:8 41:1 42:9 88:25	<b>provisions</b> 86:5	<b>read</b> 11:15 24:7 26:20 82:16 84:6 90:20 91:5 103:18 104:2	<b>recess</b> 47:18,19
<b>prepare</b> 103:16	<b>project</b> 4:25 5:8 7:25 9:15 31:18 43:21 76:6 79:12 81:23 82:9,11,20 95:11,22,22	<b>proxies</b> 79:21	<b>reading</b> 41:6 88:6 90:12	<b>recognize</b> 23:21 25:10 26:8 27:4 28:15 30:14
<b>prepared</b> 67:10	<b>projects</b> 15:10	<b>public</b> 90:12,13,14 92:9 97:5	<b>ready</b> 45:7 80:21 87:19	<b>recollect</b> 26:10
<b>present</b> 3:19 13:15 19:4 42:2 51:17 51:19,24,25 52:14 60:10,13 61:2 65:1 95:20,21 101:14,15	<b>prong</b> 90:13 91:21 92:10	<b>pull</b> 78:3	<b>real</b> 43:16	<b>reconstruct</b> 5:20 25:14,18
<b>presentation</b> 6:21	<b>prongs</b> 90:16 92:1 92:6,22 102:25	<b>pulls</b> 10:12	<b>really</b> 22:5 27:1 28:14 34:19 39:5 52:1 54:19,20 67:20 76:18,22 77:20 102:10	<b>reconstruction</b> 25:13,21 31:13 55:25 79:8 81:19
<b>presented</b> 6:11 92:20	<b>proof</b> 80:1	<b>purpose</b> 69:25	<b>reason</b> 21:17 22:5 37:22 78:23 83:4 98:13 99:17	<b>record</b> 14:1,10 46:6 53:10 60:20 77:4 77:6 79:15 80:22 81:12 91:6 103:19 104:3
<b>preserve</b> 91:2	<b>proper</b> 4:9 9:17 27:12,15 41:7 76:17 92:21 98:24 103:6	<b>purposes</b> 12:16 86:2 87:8	<b>reasonable</b> 36:17	<b>recorded</b> 13:1 22:19,20 78:19
<b>presumed</b> 92:8	<b>properly</b> 35:18 44:21 63:10 87:20 88:6 95:13 98:25	<b>pursuant</b> 7:20 8:23 11:14 16:17 84:9	<b>reasoning</b> 89:2	<b>records</b> 37:11,12 68:20 97:5
<b>pretty</b> 15:24 55:16	<b>properties</b> 34:12	<b>put</b> 7:2 8:6 16:21 19:19 20:9 21:10 29:6 41:14,15 49:4,6,7 64:2 72:17 73:1 85:1 86:21 87:15 98:20	<b>rebuild</b> 7:23,25 8:17,23,25 9:15 10:8 11:7,13 12:2 12:6 30:21 40:3 40:11,16 41:2 42:9 43:7 49:12 49:13,16,22,23 61:16 66:25 68:9 71:1 72:8 73:24 74:23 76:3,5 84:20 100:16,25	<b>Red</b> 61:21
<b>previous</b> 25:2 29:3 55:13,16	<b>property</b> 8:10,13 14:15,17 15:11 33:16 34:4,7,9,17 59:6 60:6,17,24 90:25 95:11 99:20	<b>putting</b> 16:8 19:14 55:2	<b>rebuilding</b> 29:16 52:6 66:24	<b>redid</b> 67:25
<b>price</b> 10:23 63:14 73:23 99:9,10	<b>propose</b> 102:5	<b>P.A</b> 2:5	<b>rebuilt</b> 15:23	<b>redo</b> 63:12
<b>prior</b> 12:23 19:19 42:6 46:12 87:2,6 90:23	<b>proposed</b> 101:18 102:21	<b>p.m</b> 1:12,12	<b>recall</b> 3:21 36:13 51:24	<b>Reef</b> 90:18 91:7
<b>proactively</b> 41:8	<b>proposition</b> 83:6 86:15 91:10	<hr/> <b>Q</b> <hr/>	<b>receive</b> 30:22 54:11 54:18	<b>refer</b> 16:20
<b>probably</b> 24:20 47:1 79:3	<b>protect</b> 19:23	<b>qualified</b> 52:2,5	<b>received</b> 4:6 16:18 37:20 38:15 39:6 42:12,15,16 43:1 55:13,21 58:12 66:9,14,18,23 82:5	<b>references</b> 44:22
<b>problem</b> 47:14 95:19	<b>prove</b> 91:16	<b>question</b> 23:6 57:14 82:13 88:24 95:24	<b>rebuilding</b> 29:16 52:6 66:24	<b>referring</b> 29:1 96:19 98:3
<b>problem</b> 47:14 95:19	<b>proven</b> 92:8	<b>questions</b> 21:21,25 23:5 52:9,19 58:7 58:21	<b>rebuilt</b> 15:23	<b>refrigerators</b> 64:12
<b>proceed</b> 53:5 97:12 97:15 98:5,7	<b>provide</b> 6:15 25:17 25:20 28:21 29:19 55:7 56:1 75:23 79:19 92:25 96:16	<b>quick</b> 21:15 27:2	<b>recall</b> 3:21 36:13 51:24	<b>refused</b> 35:1
<b>proceedings</b> 3:1 36:21 38:22 105:10	<b>provided</b> 4:8 6:12 8:4,5 16:14 29:21 79:21	<b>quite</b> 55:15	<b>receiving</b> 27:16	<b>regard</b> 6:24
<b>proceeds</b> 4:7,23 5:4 7:22 9:2,24 10:2 25:13,18 42:12,13 42:14 66:23 72:2 75:6 79:7 81:18 81:19 82:10	<b>provision</b> 12:24 77:21 82:15 83:7	<b>quo</b> 91:3 94:3,7,10		<b>regarding</b> 6:6 21:8 22:4,21 44:22 70:21 87:21 102:2
<b>process</b> 39:14 71:4 71:10 92:23		<b>quorum</b> 58:4		<b>regardless</b> 39:7 89:11
<b>produce</b> 13:23 42:19		<b>quote</b> 10:18 72:20 74:2,4		<b>regards</b> 71:7 101:23
<b>produced</b> 41:20,23 41:23 42:18,21,24		<b>quoted</b> 74:18 85:23		<b>register</b> 93:5
<b>product</b> 48:21		<hr/> <b>R</b> <hr/>		<b>Registered</b> 1:18
		<b>raining</b> 19:24		<b>reject</b> 29:14
		<b>raise</b> 93:7		<b>related</b> 11:23 84:14 84:15,20
		<b>raised</b> 9:16		<b>relates</b> 12:2 84:22
		<b>raising</b> 99:14		<b>relating</b> 42:8
		<b>range</b> 40:21		
		<b>ratify</b> 44:21,24		
		<b>rating</b> 72:12		

<b>released</b> 10:21 74:25 75:10	75:21 96:13	49:9 73:23	<b>sanitary</b> 22:10	71:14,14 75:8
<b>relevant</b> 23:16 30:2 93:1	<b>requesting</b> 71:4,6 71:13 90:6	<b>resulting</b> 4:2	<b>satisfied</b> 91:22	77:25 78:5,6,16
<b>Reliant</b> 10:16,17,21 71:19,21 72:5	<b>requests</b> 37:10,11	<b>reverse</b> 91:15	<b>saw</b> 26:11 28:12 43:9 56:10	78:21,25 81:16
74:2,5,18,25 75:10	<b>require</b> 90:20 99:5	<b>review</b> 29:15 42:4 44:2	<b>saying</b> 15:7 20:23 35:2 36:25 38:18	83:2 86:3,23
<b>Reliant's</b> 75:15	<b>required</b> 4:10,24 10:8 27:13 34:22	<b>reviewed</b> 41:23 42:8,10,11,24	65:11 88:10 91:20 101:1 102:13	95:21,22 98:22 102:6
<b>relief</b> 44:14 90:6	41:10 67:13 69:9 75:24 90:25 99:9	<b>revised</b> 73:18	<b>says</b> 12:13 26:12 28:19,19 29:13	<b>seeking</b> 90:1
<b>remain</b> 63:7 103:7	<b>requirement</b> 75:24 94:6,22 102:1,6	<b>right</b> 14:18 15:23 16:6,11 18:23	30:12,17 46:1 78:20 79:5 83:10	<b>seen</b> 31:14 33:13 41:2 50:12 54:1,4
<b>remaining</b> 66:17	<b>requires</b> 79:8 94:19 102:3	20:19 23:14 26:21 31:18 33:22 36:14	85:6,24	54:9 96:19 97:5
<b>remedy</b> 89:22,24 90:1,4 91:21	<b>reschedule</b> 27:12 27:15	38:3 39:1 40:2,13 40:18,20,22,25,25	<b>scared</b> 39:6	<b>self-serving</b> 28:1
92:12 97:17,25 98:6,9	<b>rescind</b> 27:11	43:24 44:15 46:10 47:22 51:15 52:9	<b>schedule</b> 61:6	<b>send</b> 37:1,2 38:2,5 88:10 93:13,15,15
<b>remember</b> 63:19 98:17	<b>resent</b> 67:17	53:5,9 55:11 57:18 58:20 63:23	<b>school</b> 100:11	100:7,9
<b>renditions</b> 95:23	<b>reserve</b> 57:4 98:14 98:14	64:21,21 66:6 68:12 69:18 70:15	<b>scratch</b> 68:19,21	<b>sense</b> 6:8 82:22 93:24 99:7
<b>rent</b> 35:7	<b>reserving</b> 59:1	72:7 75:11 76:23 77:6 78:7 79:17	<b>screen</b> 13:25 57:17 80:18 83:9 84:5	<b>sent</b> 27:4,6 36:5,25 38:1,5,13,13
<b>renting</b> 33:3	<b>reside</b> 23:25 46:21 47:22,25 53:20	80:7 81:16 82:25 86:22 88:11,21,22	85:14	45:25 58:13 67:16
<b>repair</b> 5:5 34:13 35:10,20 67:22	<b>resided</b> 33:6	89:6 90:6 92:18 95:2 96:5 97:10	<b>scroll</b> 28:15 87:1	67:17 68:18 69:3 69:18 96:9
79:8 81:20 82:1	<b>residence</b> 53:19	101:3,5,5,18 103:4	<b>scrolling</b> 18:19	<b>separate</b> 71:9 99:2
<b>repairing</b> 28:23 66:24	<b>residential</b> 12:25 15:16 87:5	<b>rights</b> 11:25 84:8 84:12,17	<b>se</b> 40:8 90:18	<b>September</b> 1:12 10:2 66:19,19,20
<b>repairs</b> 40:14	<b>residing</b> 15:18,20 15:22 32:20 33:2 33:4	<b>rip</b> 63:11	<b>second</b> 9:23 10:1 17:8 29:13 30:19	68:11,12 76:10 105:12,14
<b>rephrase</b> 33:22	<b>resolve</b> 6:22	<b>rolling</b> 64:8	43:14 80:20 83:10	<b>serve</b> 48:3,4,7
<b>replace</b> 81:20	<b>respect</b> 66:24 71:1 72:12	<b>roof</b> 16:4 17:17 19:18 43:25 56:18	<b>secondary</b> 91:24 98:2	<b>served</b> 47:11
<b>replacement</b> 5:5	<b>respond</b> 38:1 80:8 91:20	62:13,22,25 63:3 63:5,5,15 71:6	<b>section</b> 11:20 84:3 84:9	<b>serves</b> 90:13,14
<b>replacing</b> 68:2	<b>responded</b> 37:10	<b>roofing</b> 29:17	<b>secure</b> 4:8 19:11,21 20:3,7,21 21:7,11	<b>set</b> 45:4 73:18 92:25
<b>report</b> 34:15 67:15 67:18 70:17,20	<b>responding</b> 30:15	<b>Rothman</b> 103:24	22:8,9,13 23:10 23:11 34:6 43:21	<b>seven</b> 52:1,2,4
<b>reported</b> 1:16 87:6	<b>response</b> 30:13 87:19 90:16 93:25	<b>RPR</b> 1:17 105:7	43:22 48:19 61:15 64:1 65:19,23	<b>share</b> 78:6,24 83:9 84:5 85:14
<b>reporter</b> 1:18 3:15 17:1,5,11 105:7 105:17	<b>responsible</b> 30:18	<b>ruling</b> 22:24 93:21 93:23 99:20	<b>security</b> 64:15,16 64:17,20 65:1,3,5	<b>sharing</b> 86:18
<b>represented</b> 55:18	<b>rest</b> 58:24,25	<b>rushed</b> 61:18	65:15,21	<b>Shaun</b> 2:5,8 3:6 76:20 77:11 78:14
<b>reputable</b> 20:8	<b>restore</b> 82:1	<hr/> <b>S</b> <hr/>	<b>see</b> 3:16 4:19 20:21 24:3,10 26:20	80:25 89:13
<b>request</b> 24:17,18 63:17 85:12,13,24 96:14	<b>RESTREPO</b> 1:17 105:7,16		31:4,22,22 41:17 43:25 44:2 45:12	<b>Shaunz@zaciew...</b> 2:7
<b>requested</b> 24:21 29:20 67:15 68:13 68:17 70:17 74:24	<b>restrict</b> 103:2		45:13,14,15,22,24 46:2,2,2 47:6,17	<b>short</b> 22:18 59:11

45:13 53:1 55:10 56:3 72:20 77:7 77:24 78:4,22 79:16 84:25 85:15 86:18 90:25 91:11 102:22 <b>showed</b> 27:23 30:13 <b>showing</b> 6:13 17:23 30:23 37:3 42:17 77:4 79:22 90:3,4 90:21 <b>shown</b> 55:10 <b>shows</b> 20:11 42:19 43:9,15 81:4,10 <b>side</b> 6:20,23 16:5 17:14 19:15,16,16 63:1,2 96:11 <b>sides</b> 64:5,6,7 <b>sign</b> 101:20,20 <b>signatures</b> 29:23 30:5 <b>signed</b> 20:14,14 27:3 28:10,11 88:24 <b>significant</b> 11:6 <b>sign-in</b> 93:17 <b>simple</b> 7:5 98:13 <b>simply</b> 29:9 <b>Singh</b> 19:17 <b>single</b> 12:16 86:2 87:8 <b>sir</b> 33:11 35:17 39:21 63:6 66:16 70:13,16,24 72:13 73:20 75:3,13 76:4,11 <b>sit</b> 38:9 <b>site</b> 61:2 <b>situation</b> 19:3 24:11 <b>six</b> 57:8 68:8 <b>size</b> 40:24 <b>slow</b> 21:17 31:24 <b>slower</b> 18:21 22:5 30:7	<b>small</b> 84:10 <b>smoke</b> 73:2,3,6 <b>solely</b> 23:19 <b>somebody</b> 17:5 45:14 95:9 103:20 <b>soon</b> 41:14 101:19 <b>sorry</b> 14:19 15:4 31:2 38:23 39:8 48:3 49:19 53:3 61:5 62:1 67:7,12 69:4 74:7 75:5 77:12 78:13 87:18 89:13 91:5 92:4 94:18 99:13 <b>sort</b> 56:13 <b>sound</b> 40:22 51:15 68:12 70:14 75:11 <b>sounds</b> 99:4 101:17 <b>south</b> 63:2 <b>Southern</b> 91:8 <b>so-called</b> 8:12 <b>speak</b> 39:20 85:1 93:7,8 95:16 99:15,16,18,22 <b>speaks</b> 17:20 23:4 24:6 45:1 <b>special</b> 4:2,15,17,20 4:25 5:7,12,15,17 5:25 6:3,4,9,17 7:5 9:2 11:2,10 12:7 23:16,19 24:4,11,23 25:25 26:13,14 27:7,11 27:16,20 28:20 29:4,5,15 30:19 30:24 33:21 34:1 34:3,24,25 35:13 35:16,17,21,23,25 36:7,22,22 37:17 37:23 38:11 39:1 39:3,8,22,25 40:1 40:10,15,20 43:20 44:21,24 49:9 50:3,4,5,9,14 54:15,17,23 55:8 55:13,16 58:5,8	79:11,17 80:3,5 81:24 82:4,8 83:16,19 85:7 87:24 88:15,20 89:15 94:13,20 95:6 96:2 97:8,13 97:16 98:13,15,17 100:15,16,23,24 101:1 102:4 103:13 <b>specific</b> 11:23 84:15,21,22 <b>specifically</b> 22:22 27:13 42:22 54:21 <b>specifics</b> 43:11 <b>speculation</b> 97:19 <b>spell</b> 52:23 <b>spend</b> 76:16 <b>spent</b> 44:4,5 <b>sprinklers</b> 72:12,14 73:4,4,5,6,7,15 99:3 <b>stage</b> 66:23 <b>stamp</b> 100:12 <b>stands</b> 31:1,13 91:10 102:4 <b>Star</b> 1:6 3:3,11,22 12:12,13 14:15,17 14:22 15:14,20 32:24 33:7 37:7 39:3 42:2 46:16 48:5 53:14 56:17 60:7,17 76:9 78:20 79:1 85:10 85:25 <b>start</b> 46:1 <b>started</b> 55:5 61:16 61:17 63:11 67:9 68:10,11 96:3 <b>starting</b> 54:8 56:10 <b>state</b> 14:9 46:6 53:9 102:23 105:4 <b>stated</b> 40:12,17 92:2,9 <b>statement</b> 7:17 37:3 43:12,16	<b>statements</b> 28:2 42:16,17,20,24 43:2,6 <b>status</b> 91:2 94:3,7 94:10 <b>statute</b> 3:24 11:20 11:22 12:21,22 13:5 85:6 86:6,19 86:20,25 87:1 94:19 <b>statutes</b> 83:8 84:2 85:21 86:23 94:17 <b>statutory</b> 12:21 13:4 83:5 86:17 <b>stay</b> 45:21 64:14 94:11 <b>stayed</b> 61:19 <b>stealing</b> 68:1 <b>stems</b> 4:2 <b>stenographic</b> 105:10 <b>Stenographically</b> 1:16 <b>steps</b> 20:3 <b>stipulation</b> 31:17 <b>stolen</b> 21:9 50:20 50:21,22,24 51:1 51:3,3 <b>stop</b> 20:23,25 27:11 43:19 44:1 76:12 80:7 86:18 89:11 91:2 99:25 <b>stopped</b> 103:13 <b>stopping</b> 91:22 <b>storage</b> 15:23,25 32:23 <b>stoves</b> 64:12 <b>straight</b> 58:4 <b>Street</b> 2:6 14:13 53:13 <b>stress</b> 35:12 <b>strike</b> 20:17 23:24 23:24 46:19 55:6 <b>structural</b> 29:17 70:17,20 <b>structure</b> 22:8,9	23:9 35:10 <b>structures</b> 4:10 22:23 <b>study</b> 98:14,14 <b>stuff</b> 64:11 65:18 67:17 <b>subject</b> 4:15 36:21 37:18 58:17 100:19 <b>submit</b> 31:8 34:15 74:23 89:22 <b>submitted</b> 5:12 16:16 34:8,16 69:14 81:1 <b>submitting</b> 19:1 <b>subparagraph</b> 12:22 87:2 <b>subsection</b> 11:21 <b>subsequent</b> 69:7,7 <b>subsequently</b> 79:25 <b>substantial</b> 11:6 90:8 92:14,18 <b>succeeding</b> 90:8,11 92:15,19 <b>successful</b> 90:11 <b>suffer</b> 34:23 35:1 <b>sufficient</b> 4:23 5:4 25:14 74:17 79:7 81:20 <b>suing</b> 34:11 <b>Suite</b> 2:6,11 <b>summarily</b> 29:14 <b>supplies</b> 55:15 <b>support</b> 12:21 13:5 83:5 85:20 86:14 86:18 <b>supporting</b> 80:24 <b>supports</b> 86:7 87:22 <b>supposed</b> 43:15 62:7 72:14 <b>sure</b> 10:9 17:4 21:4 21:24 25:6 26:10 26:21 31:5 36:19 44:24 51:25 60:19 67:24 68:23 69:17
--	---	--	--	---

71:25 76:15 90:17  
91:7,15 96:12  
102:10 103:12  
104:1  
**surge** 30:8  
**survey** 10:6 67:13  
67:15,18 68:13,15  
68:16 69:3,9  
**surveys** 10:4  
**sustain** 33:16  
**sustained** 20:18  
32:5 33:19,23  
34:1 48:23 56:21  
56:21 69:1  
**SW** 2:6  
**swear** 13:25  
**sworn** 14:3 46:3  
53:4 59:20

---

**T**

---

**tab** 80:24  
**take** 7:4 9:1 20:3  
30:4 43:21 64:10  
65:7,9,16 71:9  
93:9 94:11,20  
103:4  
**taken** 5:10 37:18  
49:14,16 51:22  
64:1 67:11 72:7  
**takes** 93:22  
**talk** 10:14,25 68:5  
69:22 93:10  
**talking** 65:12 68:24  
83:12  
**tarp** 19:14,15,18  
20:9,12 49:4,6  
62:13,14,21 63:25  
65:21  
**tarping** 63:13  
**tarps** 49:7 54:9  
61:23 62:16,16,18  
63:5,7,11  
**Tatum** 62:17  
**tear** 63:8  
**technical** 44:9  
**technically** 31:20

37:4 101:20  
**tedious** 67:21 71:5  
**tell** 31:12,14 41:25  
43:4 48:9,19  
50:17 60:4 63:20  
65:25 75:17 97:5  
**telling** 42:1  
**tells** 43:13  
**temporarily** 102:7  
**temporary** 3:17 4:1  
34:22 44:19 89:4  
89:20 90:2 91:1  
98:1  
**ten** 55:4  
**term** 58:6  
**terminate** 91:13  
98:8  
**terminated** 5:9  
79:13 82:12 88:16  
98:4  
**termination** 91:17  
**testify** 13:23 45:11  
59:7 96:6  
**testimony** 4:7 5:16  
38:9 42:23 47:13  
56:23 76:25 95:15  
**Thank** 13:2 14:4,9  
18:1,25 21:6 25:7  
25:8 26:23 38:23  
39:12 51:7 52:10  
52:11 58:21,22  
59:16,17,19 73:12  
76:23 103:17,17  
104:4,5,6  
**Thanks** 7:13  
**theories** 79:14  
**thereabouts** 10:1,3  
**thereof** 81:25  
**they'd** 5:23  
**thing** 5:19 32:1  
42:15 45:25 55:12  
66:3 87:10 98:4  
102:11 103:10  
**things** 20:8 21:7  
35:11 50:6,24  
67:20 99:5

**think** 9:6 10:5,19  
11:16 18:22 27:25  
36:2 39:19 44:17  
45:4 47:1 58:3  
62:14 65:4 67:4,6  
67:9 72:24 74:7  
76:16 80:10,12,12  
80:25 85:23 90:10  
90:13 92:19 93:24  
94:18 96:17 97:6  
99:1,13 103:1  
**third** 43:14 92:10  
**thought** 25:3 86:11  
**thousand** 36:19  
**threat** 97:7,20  
**three** 31:17 44:11  
54:3 96:4  
**throw** 39:13  
**tighten** 21:2  
**time** 13:3,14 15:18  
16:2 17:19,24  
19:8,21 22:18  
24:21 29:12 31:23  
32:20 33:2,7 34:9  
45:22 46:12 48:14  
48:17,25 50:10,18  
53:20 54:17,23  
57:4 58:18 59:1  
59:12,16 60:14,23  
61:18 63:3,10,11  
64:24 65:15,22  
66:22 67:25 68:18  
71:4,9,11 73:16  
74:1 75:15 91:16  
93:15 95:1 103:7  
**timeline** 9:22 21:15  
68:5  
**times** 19:22 24:20  
36:2 54:4 67:20  
**timetable** 92:24  
94:16  
**today** 4:8 5:2,16  
16:12 30:5 31:13  
38:9 43:17 76:22  
90:2  
**told** 20:15 37:25

40:5 56:13 64:9  
65:7 74:11  
**toll** 103:15  
**tomorrow** 99:19,24  
100:8  
**tons** 38:15  
**top** 28:12 31:4  
78:17,20  
**total** 39:15 40:9  
66:8 74:12,14  
87:13 99:7  
**totally** 30:9  
**track** 96:22  
**transcript** 105:8  
**transcription** 105:9  
**transferred** 35:9  
**tricky** 10:10  
**tried** 20:20,22  
37:24 56:11 62:17  
**trucks** 65:17  
**true** 105:9  
**truss** 19:18  
**try** 59:9 68:4  
**trying** 19:2,2 20:24  
62:15 71:12  
**turn** 7:18 55:2 59:2  
**turndown** 35:21  
**two** 9:22,24 12:24  
15:16 34:12 36:2  
38:20 53:19 59:22  
62:16,20 64:8,8  
64:10 66:11 86:5  
87:4 89:7,21  
90:16 96:8 100:3  
**two-thirds** 87:12  
**two-week** 102:19  
**type** 33:20

---

**U**

---

**ultimately** 9:18  
**unanimously** 81:18  
**understand** 6:19  
13:19 84:24 92:5  
98:23  
**understanding**  
39:2 87:14

**undoing** 47:4  
**unfair** 29:15  
**Unfortunately**  
95:12  
**uniform** 81:24  
**unilaterally** 4:16  
80:3  
**unit** 6:8 11:12,19  
11:19 12:1,3,6,8  
14:20,25 15:18,20  
18:3,4,9,11,23  
19:17 29:13 30:12  
30:18 35:4,7,19  
38:1,15 39:11,17  
40:21,24 44:14  
46:14,16,18,22  
47:10,24 48:9,16  
49:4,7 50:18,19  
50:20,22,23,25  
51:2,14 52:1,2,3,4  
52:5 53:13 58:9  
58:17 65:12,17  
66:2 71:5 81:24  
82:17,21 83:6,13  
84:12,17 85:3  
93:1,13,14 95:4  
104:1  
**units** 3:23 7:10 8:17  
18:8,15 21:8,9  
32:24 33:6,9,14  
34:15 35:23 36:1  
36:3,20 38:3,14  
63:2 64:12 81:21  
82:2  
**unlivable** 16:9  
**unmarked** 56:25  
**unsafe** 4:10 22:23  
23:1 35:9  
**unsure** 100:1  
**update** 72:20  
**updated** 10:18  
**upgraded** 51:2  
**uplifted** 17:17  
**upload** 101:19  
102:21  
**uploaded** 81:8,10

**upstairs** 16:10 35:7  
**up-to-date** 58:11  
**use** 15:25 66:3  
**usual** 56:17  
**Usually** 10:12  
**U.S** 93:15

---

**V**

---

**vagrants** 34:6  
**valid** 89:25 90:7  
**value** 34:4,9,17  
**values** 34:7  
**varies** 39:11,11,16  
**vehicles** 56:12,19  
 56:25 57:1  
**vendor** 43:12 57:1  
**versus** 3:2 91:8  
**video** 45:13,18,21  
 46:1  
**violation** 21:16,19  
 67:22 90:18 92:8  
**virtual** 1:13 93:8  
**virtue** 102:23  
**visit** 54:3  
**voice** 55:5  
**vote** 5:13,17,24,24  
 7:3,4,6,24 8:1,9  
 8:12,16,19,23,25  
 9:11 25:25 40:5  
 49:9,14,16 50:3,9  
 51:22 52:2,5,5  
 54:15,19,22 58:4  
 58:5 76:18 79:8  
 79:22 80:2 82:3,8  
 82:13,15,18 83:7  
 83:25 85:6 86:15  
 88:14 89:15 92:21  
 93:8 95:6,7,23  
 96:20 97:8,11  
 99:2,6 101:9,13  
 102:8,24  
**voted** 5:11 6:9,13  
 8:17 11:13,19  
 12:4 26:13 30:20  
 30:23 40:6,15  
 49:12,22 50:4,5

50:14 58:1 79:17  
 95:3,16,16 103:6  
**votes** 37:17 49:25  
 76:22  
**voting** 7:24 11:21  
 11:22,24,25 12:6  
 28:20,23 82:3,7  
 84:3,4,7,8,11,12  
 84:16,17 85:4  
 87:13 95:5  
**vs** 1:5

---

**W**

---

**wait** 86:10,10 87:11  
**waiting** 38:6 47:15  
**walk** 41:16 88:5  
**wall** 72:14  
**walls** 16:6 72:12  
 73:16  
**want** 7:12 17:3  
 24:25 25:5 29:9  
 37:21 39:13 43:19  
 57:4 60:19 77:9  
 77:16,25 78:13,14  
 78:15 79:14 82:20  
 84:5 85:7 86:18  
 88:17 89:12 91:13  
 93:7,19 97:8,15  
 97:23 98:4,8,11  
 99:10,11 102:15  
 102:20,22 103:2,5  
 103:5,9,9,11,18  
**wanted** 33:12 49:12  
 67:14 75:21 98:12  
 104:2  
**wants** 77:1  
**WARNER** 2:11  
**wasn't** 7:3,15,16  
 13:6 25:5 62:24  
 62:24 66:2 69:11  
 73:3 87:15 89:25  
 92:21 95:13,16  
**water** 16:7 35:8  
**way** 29:10,11 31:25  
 42:1 94:1 96:20  
 96:21 97:15 99:8

**ways** 93:5  
**wear** 63:8  
**Webinar** 93:6  
**Wednesdays** 61:11  
**week** 61:1 103:4  
**weeks** 64:10 65:2,2  
 100:3  
**welcome** 19:5  
 58:23  
**went** 16:3 19:22  
 20:6,13,19 36:13  
 41:8 44:8 63:13  
 63:14 71:14 74:19  
 75:20 80:2  
**wept** 16:5  
**weren't** 62:6  
**West** 46:10  
**we'll** 7:21 11:8  
 83:23 103:15  
**we're** 3:16 22:18  
 24:6 35:22 44:17  
 45:2,4 65:15,16  
 72:14 74:7 77:21  
 80:13 83:22 89:12  
 89:17,18,19  
**we've** 33:13 98:18  
**whatsoever** 33:17  
 34:2  
**Why's** 55:3  
**willing** 5:20  
**window** 17:25  
 63:24  
**windows** 16:6  
 62:11,12 65:20  
**witness** 13:20 14:3  
 15:6,8 18:5 20:19  
 24:10 39:10,21  
 45:6,9,16,20,24  
 51:5 52:11,12,21  
 52:24 53:2 58:23  
 59:6,23 72:19,24  
 73:3,6 74:10 75:7  
 87:14 105:14  
**witnessed** 56:8  
**witnesses** 7:18 8:7  
 13:15,22

**wood** 66:4  
**words** 31:14  
**work** 4:10 10:25  
 11:1,5,6,8 15:9  
 19:3 44:5 54:8  
 64:24 70:11 71:8  
 71:10 89:5 94:1  
 96:3 98:16,22  
**workers** 99:23  
**working** 19:4 23:10  
 23:12 56:9,24  
 71:11 72:23,25  
 100:1  
**works** 7:11  
**work's** 11:3  
**worse** 102:16  
**worst** 63:1  
**wouldn't** 89:10  
 102:17  
**wrap** 52:18  
**wrench** 39:13  
**write** 86:11  
**writing** 50:13 77:5  
 79:17  
**written** 5:17,24  
**wrong** 9:5,5 56:24  
 80:10

---

**Y**

---

**yeah** 9:10 10:11,14  
 13:22 15:22 27:25  
 32:14 40:19,24  
 45:1 50:4 51:1  
 66:7 76:21 78:2,5  
 78:16,25 82:17  
 83:4 85:23 101:5  
 101:11,12  
**year** 8:18 11:5  
 19:25 50:22 54:4  
 71:1  
**years** 4:5,14 15:12  
 31:24 34:6 44:11  
 48:2,7 49:6 53:18  
 53:19

---

**Z**

---

**Zaciewski** 2:5,8 3:5  
 3:6,18,21 13:11  
 13:12,12,19 14:8  
 15:13 16:16,23  
 17:2,22 18:2,7,11  
 18:13,20 19:5,6  
 21:2,4,5,14 22:3  
 22:16 23:8,14,18  
 24:12,22 25:9  
 26:2,6,16,21,24  
 27:9,22 28:6 30:4  
 30:10 31:3,5,7,11  
 32:6 44:13,17  
 45:7,10 46:5,23  
 47:4,7,10,21  
 48:24 49:2 51:4  
 52:13,18 53:8  
 56:22 57:3 58:20  
 58:24,25 68:22  
 76:21 77:3,9,13  
 77:15 78:2,9 79:1  
 79:6 81:4,9 82:23  
 83:15 85:5,19  
 86:7 87:18,20  
 88:7,12,22 89:2  
 89:14 90:17 91:7  
 92:14,17 94:1,9  
 94:17 96:15,23  
 97:4,24 98:2  
 99:13 101:12,18  
 101:24 103:1,11  
 103:16 104:5  
**Zoom** 19:3 28:22  
 29:1,6 47:8 51:18  
 51:19,19,23 57:20  
 73:11 93:3,4,17  
 93:17

---

**\$**

---

**\$1,000** 36:12  
**\$1,250,000** 4:18  
**\$1.2** 101:1  
**\$1.4** 4:23 9:1 55:20  
**\$2,000** 102:16  
**\$2.3** 74:6  
**\$3,300** 36:2



**\$4** 98:15  
**\$4,000** 39:20 40:21  
**\$6,600** 36:3  
**\$700,000** 39:15  
 55:24

---

0

**03/11/2023** 105:18

---

1

**1** 12:15 16:24 17:17  
 87:6 105:8  
**1,250,000** 39:22  
**1,490,000** 66:10  
**1.2** 39:21 40:10  
**1.21** 4:18  
**1.38** 71:25  
**1.4** 4:6  
**1:00** 61:25  
**10** 28:8  
**104** 105:9  
**1053** 91:8  
**11** 30:11 31:2  
**1100** 2:11  
**12** 4:3,13,19,20  
 5:11,13,15,20 6:7  
 6:13 7:3,23 8:17  
 11:7,13,14,19  
 12:6,15 15:5,19  
 18:9 19:8 20:24  
 23:20,24,25 25:13  
 25:14,16,18,25  
 28:21,23 29:2,16  
 30:20 31:13 32:15  
 34:14 40:3,11,16  
 41:2,13 46:16  
 47:11,23,25 49:9  
 49:16,24 50:2,9  
 50:13,14 51:14,16  
 52:6 54:1,12,15  
 55:25 56:9 61:15  
 62:22 64:2 65:12  
 65:20,23 66:25  
 70:21 71:1 72:8  
 76:6 78:19,22,23  
 78:25 79:16,24

80:6,16 82:14,15  
 82:17,21,24,25  
 83:3,6,8,12,13,19  
 83:21,24,25 84:1  
 84:20,23 85:3  
 86:4,15,17 88:3,9  
 96:20 98:18 99:2  
 100:1,16

**12's** 7:20

**12:30** 60:15 61:3,11

**1201** 19:16 46:14  
 46:18 47:24

**1203** 18:16,24

**1215** 18:11,16

**1220** 18:9,16

**1222** 18:4,15

**12950** 46:10

**13** 1:12 23:20

**13th** 105:12

**14** 94:19 100:4  
 103:2

**14-day** 102:19

**15** 15:11 22:13

**15th** 22:12

**1611** 2:6

**17** 5:2 15:16 22:22  
 77:22 81:6 96:1,4  
 96:25 97:3

**17th** 23:11 105:14

**175** 2:6

**177th** 14:13

**18** 20:12,24 22:20  
 39:4 48:8

**18th** 76:10

**18-month** 6:4

**18975** 46:14

**19** 3:23 12:9 15:16  
 20:12

**191st** 53:13

**19105** 14:20

**1977** 12:23 87:3,7

**1994** 91:9

---

2

**2** 17:24 18:14 39:19  
**2C** 5:2 27:14

**2nd** 14:20 46:14  
 91:8

**2,000** 40:21

**2,000,300** 74:6

**2.2** 10:19

**2:00** 1:12

**20** 20:12 35:5

**20,000** 74:15,19

**2000** 12:19,20  
 85:11

**2007** 15:1

**2016** 9:4 60:8,11

**2017** 4:4 9:3,4,6,7  
 9:10 15:19 17:17  
 18:1 19:12 20:2,4  
 21:19 22:7 48:8  
 48:13,20 53:21,24  
 54:2 60:20,23  
 61:7

**2018** 4:7 9:2 10:1,2  
 20:5,13 21:10  
 22:12,14,20,22,23  
 23:11 34:10 48:8  
 60:16 61:10 63:21  
 65:5 66:15 67:4,9  
 68:7,12 69:5,8,20  
 71:22

**2019** 21:10 34:10  
 35:24 63:20,22  
 65:3,4 69:22,23  
 70:14,23 71:1

**2020** 4:16,17 8:2,20  
 8:21,22 9:1,11  
 10:16 23:20 24:14  
 24:24 25:1 26:8  
 34:10 39:16 41:15  
 51:15 54:9,12,22  
 57:18 60:12 61:11  
 63:20 65:3,4 72:4  
 72:8,10 73:21  
 75:2,11 76:10  
 100:17

**2021** 1:12 105:12  
 105:14

**2021-003058-CA...**  
 1:2

**21** 11:3 14:24 15:4  
 15:6 17:17 18:1

32:15,17,21 35:9

35:14

**2108** 14:21 32:25

**2123** 33:1,2

**22** 1:2

**22nd** 4:17 26:8  
 54:19,22

**23rd** 69:5

**24** 52:3 64:21

**24-hour** 64:17,20

**2400** 2:11

**245** 53:13

**25th** 9:25 66:15

**2500** 41:20

**26** 21:19 22:7

**27th** 85:11

**277823** 105:17

**28** 24:14 66:20

**28th** 77:5

**291** 14:13

---

3

**3** 18:2,6,7,13,15  
 85:13,23

**30** 11:21,21 13:3  
 43:24 53:16,18  
 84:3 103:8

**30A** 12:16

**3024** 53:13

**33130** 2:6

**33167** 46:11

**33179** 14:21

**33269** 14:14

**33308** 2:12

**35** 81:6

**353-0195** 2:7

**36** 22:11

**386** 3:23

---

4

**4** 45:4 84:9

**4th** 91:9

**40-year** 40:13  
 98:19 99:4,8

100:18 101:2

**42** 81:13

**442,000** 66:13

**4896** 78:21

---

5

**5** 22:17

**5:00** 1:12

**516** 78:21

**54** 17:10,12

---

6

**6** 12:22 87:2

**645** 91:8

---

7

**7** 24:22

**7th** 2:6

**700,000** 4:18 25:12  
 25:15,21 40:10  
 100:25

**718th** 3:24

**718-103** 11:21

**718-112** 27:14

**718.103** 84:3

**718.104** 84:9

**718.111** 12:22  
 86:20,25

**786** 2:7

---

8

**8** 24:24 26:7

**8th** 12:19

**8:30** 64:25

---

9

**9** 27:1