

**In The Matter Of:**

*ANGELA SALAFIA AND LUIS VELAZQUEZ, HER HUSBAND v.  
CITY OF MIAMI BEACH*

---

*OTNIEL RODRIGUEZ*

*April 15, 2022*

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1 IN THE CIRCUIT COURT OF THE 11TH  
2 JUDICIAL CIRCUIT IN AND FOR  
3 MIAMI DADE COUNTY, FLORIDA  
4 CASE NO.: 21-008614 CA 10  
5 (JUDGE PEDRO P. ECHARTE, JR.)  
6  
7 ANGELA SALAFIA AND  
8 LUIS VELAZQUEZ, HER HUSBAND,  
9 PLAINTIFFS,  
10  
11 VS.  
12  
13 THE CITY OF MIAMI BEACH,  
14 A MUNICIPALITY, AND CLUB ATLANTIS  
15 CONDOMINIUM ASSOCIATION, INC.,  
16 DEFENDANT.  
17 \_\_\_\_\_/  
18 VIDEOTAPED DEPOSITION OF OTNIEL RODRIGUEZ  
19 DATE: APRIL 15, 2022  
20 REPORTER: BREANNA BAURLEY  
21 PLACE: REMOTE VIA VIDEO CONFERENCE  
22  
23  
24  
25

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1 APPEARANCES  
2 ON BEHALF OF THE PLAINTIFF, ANGELA SALAFIA AND  
3 LUIS VELAZQUEZ, HER HUSBAND:  
4 Keith Chasin, Esquire  
5 2828 Coral Way, Suite 540  
6 Miami, Florida 33145  
7 Telephone No.: (305) 670-1833  
8 E-mail: kchasin@chasinlaw.com  
9 (Appeared via Videoconference)  
10  
11 ON BEHALF OF THE DEFENDANT,  
12 THE CITY OF MIAMI BEACH,  
13 A MUNICIPALITY, AND CLUB ATLANTIS  
14 CONDOMINIUM ASSOCIATION, INC.:  
15 Henry Hunnefeld, Esquire  
16 1700 Convention Center Drive  
17 Miami Beach, Florida 33139  
18 Telephone No.: (305) 673-7000  
19 E-mail: henryhunnefeld@miamibeachfl.gov  
20 (Appeared via Videoconference)  
21  
22 Andrew Stone, Esquire  
23 Stone, Glass & Connolly, LLP  
24 18001 Old Cutler Road, Suite 457  
25 Palmetto Bay, Florida 33157  
Telephone No.: (305) 670-5044  
E-mail: astone@sgc-attorneys.com

1 STIPULATION  
2  
3 The video deposition of Otniel Rodriguez taken via  
4 remote video conference on Friday the 15th day of April,  
5 2022 at approximately 9:30 a.m.; said deposition was  
6 taken pursuant to the Florida Rules of Civil Procedure.  
7 It is agreed that Breanna Baurley, being a Notary Public  
8 and Court Reporter for the State of Florida, may swear  
9 the witness and that the reading and signing of the  
10 completed transcript by the witness is not waived.  
11  
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25

1 PROCEEDINGS  
2 COURT REPORTER: So the time is now 9:32 a.m.  
3 And we are on the record. Mr. Rodriguez, will you  
4 please raise your right hand? Do you Otniel  
5 Rodriguez swear or affirm to tell the truth, the  
6 whole truth and nothing but the truth so help you  
7 God?  
8 THE WITNESS: Yes.  
9 COURT REPORTER: Okay. Perfect. Counsel may  
10 begin.  
11 DIRECT EXAMINATION  
12 BY MR. CHASIN:  
13 Q Mr. Rodriguez, you realized that you gave a  
14 deposition back on October 14, 2021 in this same case,  
15 correct?  
16 A Yes.  
17 Q And you realize that you were under oath then  
18 and you're under oath today.  
19 A Yes.  
20 Q The reason that your deposition is being taken  
21 again, at least by me, is that there are certain  
22 questions which Miami Beach's then Counsel refused to  
23 let you answer. We filed a motion and by agreement,  
24 you're back. And I'll ask you those questions again and  
25 some follow-up on those subjects. And then I will turn

1 knowledge of what may have transpired during this  
2 corridor.  
3 Q All right. So, one of the reasons I took your  
4 deposition is because of a certain letter that was  
5 written by Mr. Aragon to Club Atlantis, which I know  
6 you've seen. And you were designated as the person from  
7 the City who had the most knowledge. You're looking at  
8 the letter?  
9 A Yes.  
10 Q All right.  
11 MR. HUNNEFELD: Here's the point of  
12 clarification, Keith. It's designated as the person  
13 with knowledge, not most knowledge, pursuant to the  
14 rule.  
15 MR. CHASIN: Are you actually suggesting that  
16 there are going to be a bevy of other people that  
17 have more knowledge that have not been produced,  
18 Henry? I sure hope not.  
19 MR. HUNNEFELD: No, but I just want to clarify  
20 the Rule of Civil Procedure.  
21 MR. CHASIN: All right.  
22 MR. HUNNEFELD: When you're asked to designate  
23 someone, it's someone who has knowledge, someone who  
24 will learn the information, if they didn't know it  
25 before, and that person is going to be the person

1 -- I will cease my questioning and the attorney for Club  
2 Atlantis, Mr. Stone will be allowed to ask you  
3 questions, et cetera, et cetera. Is that your  
4 understanding?  
5 A That is correct.  
6 Q All right. Since your prior deposition, did  
7 you do any further investigation about the ownership of  
8 that paved walkway that is between the beach boardwalk  
9 and Collins Avenue and actually segments the property  
10 known as Club Atlantis Condominium on Miami Beach?  
11 A Yeah. I met with several employees within the  
12 City reviewing all file cases and going again through  
13 the evidence that we had on file.  
14 Q All right. So when you met with those  
15 employees, who was present and what days did you meet  
16 with them?  
17 A Oh, it's hard to tell at this point, it's been  
18 staggered. I wouldn't be able to tell you a exact date  
19 of when I met or who I met with. I know one of them was  
20 from my risk management office.  
21 Q Robert Aragon (phonetic)?  
22 A Robert Aragon, yes.  
23 Q All right. And who else?  
24 A I also asked some people from our operations  
25 department who are from -- operations, if they had any

1 who on the matter designated is going to bind the  
2 City for that. So, we're stuck with that answer,  
3 but it's a subtle distinction, but it comes up a  
4 lot. People say, "the person with the most  
5 knowledge." Well, there might have been 12 people  
6 with the most knowledge, and he gathered the  
7 information, and now we're stuck with whatever he  
8 says --  
9 MR. CHASIN: All right.  
10 MR. HUNNEFELD: -- on those areas. But I just  
11 rather it not be unclear as to what the Civil  
12 Procedure Rules require of us. But you're going to  
13 get the information based that you requested in that  
14 letter.  
15 BY MR. CHASIN:  
16 Q Sounds good. In the third paragraph of the  
17 letter, it says, "Club Atlantis Condominium Association  
18 is responsible for maintaining the paved walkway  
19 adjacent to the rear of 2555 Collins Avenue." Correct,  
20 Mr. Rodriguez?  
21 A Yes.  
22 Q Do you believe that statement is true and  
23 accurate?  
24 A Yes.  
25 Q Can you give me the basis for saying on behalf

1 of the City of Miami Beach, the defendant herein, that  
2 the co-defendant, Club Atlantis Condominium Association,  
3 is responsible for maintaining that paved walkway?  
4 A Well, for one, the pavers that are installed  
5 in that -- in the walkway are to the best of my  
6 knowledge is not a paver that the City uses in our City  
7 projects that we installed. Also, we have no records  
8 that the City was the one that installed those pavers in  
9 the right-of-way. And also, those pavers are consistent  
10 with pavers going into the private property of Club  
11 Atlantis. Additionally, if I recall correctly, there  
12 was another lawsuit in the past in which Club Atlantis  
13 was held responsible for maintaining those pavers.  
14 Q All right. And is that the sum and substance  
15 of your knowledge as of today, which now incorporates  
16 the knowledge you brought with you back in October at  
17 your prior deposition and the subsequent meetings you've  
18 had with various people that you were just explaining to  
19 me?  
20 A Yes. And also for the record, we don't have  
21 any records. The City does not have any records of ever  
22 maintaining that walkway, which leads to believe that  
23 Club Atlantis is the -- responsible for maintaining  
24 those pavers, in addition to my other reasons before.  
25 Q All right. And if the City had installed

1 Q Well, my client fell on July 24, 2020. So for  
2 at least five years prior to that, are you confident in  
3 saying there's absolutely no records of the City  
4 installing pavers at this walkway or maintaining this  
5 walkway?  
6 A Yes, correct.  
7 Q What about 10 years?  
8 MR. STONE: How many years you're asking,  
9 Keith? I didn't hear. Five years? Is that what  
10 you said?  
11 Q Yeah. Five years prior to 7-24-20. What  
12 about 10 years prior?  
13 A 10 years, that'll take you back to 2010. I  
14 don't know.  
15 Q All right. Now it turns out that you were  
16 actually involved with what I called the, "Freedom of  
17 Information Act Request." It was routed to you on  
18 behalf of the City of Miami Beach. Are you aware that  
19 you were involved in that request, Mr. Rodriguez?  
20 A Are you referring to a public records request?  
21 Q A public records request. I'm about to show  
22 you the public records request that I made when I first  
23 started taking on this case, and I noticed that your  
24 name was on it.  
25 A Yeah, I received records requests.

1 those pavers, Mr. Rodriguez, would there be some type of  
2 record of, for example, a contract to bid on it, the  
3 name of a contractor who would've installed the pavers,  
4 a work order, et cetera, all the things the City does  
5 when it installs something like pavers on a walkway?  
6 A That, it's hard for me to answer that  
7 question, because the record keeping in the past is very  
8 different than the record keeping that we have now.  
9 Also, it could have been that the pavers -- if in fact  
10 the City would have installed those pavers, they either  
11 could have gathered a separate contractor, or maybe in-  
12 house, but there's no record whatsoever that neither a  
13 contractor working for the City, nor the City themselves  
14 installed those pavers.  
15 Q And for how long -- from going back to today,  
16 for how many years prior to today, would you say that's  
17 true that there are no records of any City involvement  
18 in the installation of any pavers on this walkway?  
19 A I don't know. If I give an answer, I'll be  
20 guessing.  
21 Q Well, my --  
22 A But for as far as my institutional knowledge  
23 that has been passed and been asking around since they  
24 were installed, Club Atlantis has been responsible to  
25 maintain those pavers.

1 Q Okay. Let me --  
2 A Pretty often.  
3 Q Let me show you this document. All right.  
4 This is an e-mail from Carmen Hernandez at Miami Beach  
5 to my paralegal, Bernice Lopez, in December of 2020,  
6 about our demand for a what's called a, "public records  
7 request." And let me see - let me see my letter, which  
8 I'll attach as Exhibit 1 to today's depo. It's from my  
9 law office and it's dated August 21, 2020. And it's an  
10 FOIA request to Mr. Granado, the city clerk. And it  
11 asked the City to, "identify the contractor or  
12 subcontractors who were responsible for the installation  
13 of the pavers, identity of contractors, subcontractors,  
14 who were responsible for clearance of the ground  
15 underneath the pavers to make sure it was leveled prior  
16 to placement, name of inspectors who were responsible  
17 for overseeing work on the project." I'm giving you the  
18 gist of this. "In any documents, which are in your  
19 possession, which would identify the name of the entity  
20 who performed this paver project, if it wasn't a City of  
21 Miami Beach project, et cetera." And in response, I see  
22 that you wrote an e-mail on December 11, 2020 to  
23 Fiorella Sarmiento that says, "Fiorella, we've been  
24 unsuccessful in finding any agreements, permits, plans,  
25 et cetera, of when the pavements were installed." Are

1 you aware that you wrote that e-mail, Mr. Rodriguez back  
2 in December of 2020?  
3 (EXHIBIT 1 MARKED FOR IDENTIFICATION)  
4 A Based on this exhibit, yes.  
5 Q All right. So we'll mark the e-mail from  
6 Rodriguez to -- and who is Ms. Sarmiento (phonetic)?  
7 A She's one of our office associates in the  
8 public work department. She's the first -- she's the  
9 one that receives these type of requests from the city  
10 clerk's office. And then she distributes it to the  
11 appropriate person for information.  
12 Q So this is basically saying the same things  
13 that you've testified here today. There are absolutely  
14 no records from the City that you're aware of that would  
15 indicate that the City installed the subject pavers,  
16 correct?  
17 A To the best of my knowledge, yes.  
18 Q And in your prior deposition, you said if the  
19 City installed pavers, they'd be rectangular, and these  
20 pavers at the Club Atlantis walkway are not rectangular.  
21 You stand by that today?  
22 A Yes.  
23 Q And in addition from your inspection of the  
24 Club Atlantis property and the surrounding common  
25 elements thereto, the pavers at the subject walkway are

1 of repairs or anything on the subject walkway, we know  
2 that Mr. Lacayo (phonetic) sent a response, a letter to  
3 a Mr. Ripple (phonetic) that -- let me show you this  
4 one. This was actually a document that was attached to  
5 Mr. Ripple's deposition from Alexander Lacayo. You  
6 don't know that gentleman, or you do?  
7 A I don't know. I cannot say I know that  
8 person, but from the previous deposition, I believe he  
9 works in with the City.  
10 Q All right. So we'll attach for Exhibit 3 the  
11 e-mail from Mr. Lacayo to City Works at Miami Beach,  
12 Florida. And you know who Mr. Ripple is, correct?  
13 (EXHIBIT 3 MARKED FOR IDENTIFICATION)  
14 A Yes.  
15 Q And who's that?  
16 A He works in our facilities department. He's  
17 mainly responsible for the maintenance of the beach and  
18 the beach walkways and all those components related to  
19 the beach.  
20 Q So he'd be responsible for any rights of way  
21 redirecting of citizens because of the beach boardwalk  
22 project, which was ongoing at the time my client fell in  
23 July of 2020. Is that correct?  
24 MR. STONE: Objection to form.  
25 A That's not what I'm saying, no.

1 the same pavers surrounding the -- in other words,  
2 they're all similar.  
3 A They are the same. Yeah.  
4 Q And clearly, Club Atlantis owns the adjacent  
5 property where the same pavers are found, correct?  
6 A Yes.  
7 MR. STONE: Object to the form.  
8 Q Within the prior lawsuit called the Nimitz  
9 lawsuit from 2000, you also referenced there was an  
10 admission by the City of Miami Beach that they owned the  
11 pavers involved in that lawsuit or that walkway,  
12 correct?  
13 MR. STONE: Object to the form.  
14 A Sorry. Can you say that again?  
15 Q In that prior lawsuit, the city admitted --  
16 I'm sorry. Club Atlantis admitted that they owned the  
17 subject pavers, correct?  
18 A Yes.  
19 MR. STONE: Object to the form.  
20 Q All right. So as you're sitting here today,  
21 do you have any doubt in your mind that Club Atlantis  
22 can maintain the subject walkway?  
23 A I have no doubt. They're responsible to  
24 maintain those pavers.  
25 Q Okay. And when you were looking for evidence

1 Q All right. Well, if there is a redirecting of  
2 the City onto this subject walkway where my client fell,  
3 because she couldn't walk on the wooden boardwalk at  
4 that time, who would've redirected her to walk over this  
5 walkway?  
6 A That was part of the construction project that  
7 was being managed by the CIP department. So they would  
8 have been the one responsible for that.  
9 Q In other words, the CIP department from the  
10 City of Miami Beach.  
11 A Yes.  
12 Q And explain to our jurors, who'll be watching  
13 your deposition, what CIP stands for.  
14 A Capital improvement projects.  
15 Q So in other words, the City of Miami Beach  
16 redirected people who would normally walk on the  
17 boardwalk, the wooden boardwalk, which would be east of  
18 the subject walkway, closer to the actual beach to walk  
19 over this subject walkway as part of the beach  
20 improvement project. Correct?  
21 MR. STONE: Objection, form. Objection  
22 predicate.  
23 A Can you repeat that? Because I'm not quite  
24 clear.  
25 Q The City of Miami Beach redirected people who

1 would normally walk on the boardwalk at that time, but  
2 it was being renovated, to walk over the subject  
3 walkway, correct?

4 A Yes.

5 Q And in as much as the beach redirected its  
6 citizens to walk over the subject walkway, would the  
7 beach -- would the City of Miami Beach have any duty to  
8 ensure that the walkway was safe for people to walk  
9 over?

10 MR. STONE: Object to the form.

11 MR. HUNNEFELD: Objection, form.

12 A Well, I know you're asking me questions about  
13 the construction of the beach walk that took place. I'm  
14 not exactly familiar with what ma -- what were the steps  
15 that were taken before prior to detouring the pedestrian  
16 traffic from the boardwalk to the beach walk. From the  
17 boardwalk to the subject matter.

18 Q Yeah. I didn't ask you about construction at  
19 all. So let's make sure you understand my question.  
20 Let's assume the beach redirected people who would walk  
21 on the boardwalk to walk over an area where there was a  
22 10-foot hole that no one would be able to see it all and  
23 they keep on falling in the hole. Regardless of whether  
24 the beach owned it, wouldn't the beach need to make sure  
25 that where they're redirecting people to walk would be

1 inspectors out there and its own employees such as  
2 yourself, such as Mr. Ripple and his group that if they  
3 see a dangerous condition, they don't have to wait for  
4 someone to have an accident. They'll go fix it  
5 themselves. Correct?

6 MR. STONE: Objection, form. Objection,  
7 protamine.

8 A If the hazard is -- it's clearly evident to  
9 someone -- so a City employee who was going by, yes we  
10 do. We will make -- we will take all actions to make  
11 sure that no one would get hurt in that situation.

12 Q And how often could we expect that the beach  
13 would reasonably inspect the areas where people were  
14 redirected to walk on? Every month? Every year? Every  
15 five years? What would be a reasonable inspection  
16 schedule?

17 MR. STONE: Objection -- objection form.  
18 Objection, predicate. Go ahead.

19 A I wouldn't be able to answer that question  
20 because again, that all wouldn't fall under the project,  
21 the construction project, since the redirection of  
22 pedestrian traffic was a result of the construction that  
23 was taking place. Any questions related to any  
24 inspections that would've taken place, whether it be on  
25 the construction or the alternate detour to the

1 safe for them to walk over?

2 MR. STONE: Objection, predicate. Objection,  
3 form.

4 A The City always made sure that the detour is  
5 accessible to all. Yes.

6 Q And would the beach attempt to use reasonable  
7 means, the City of Miami Beach, to make sure there  
8 weren't any trip hazards on the area that they were  
9 redirecting its citizens to walk over?

10 A Well, that's already the City's practice. If  
11 we see something that could become a safety hazard, then  
12 we go ahead and we make sure that it gets fixed in order  
13 to prevent these type of situations in which people  
14 could potentially get hurt.

15 Q That's what I would presume. So in other  
16 words, if someone from the beach would see something,  
17 who actually works for the beach, or if a concerned  
18 citizen reported it to the beach, the beach would then  
19 be on notice that it could go out and inspect the area  
20 and fix it if it deemed necessary, correct?

21 MR. STONE: Objection, predicate. Objection,  
22 form. Go ahead.

23 A Yes.

24 Q And besides depending on people to give actual  
25 notice to the beach, the beach also has its own

1 pedestrians would have fallen under the construction  
2 project.

3 Q So in other words, as my colleague so  
4 appropriately noted, you are a person with knowledge,  
5 but with regard to the determination of the amount of  
6 reasonable inspections of this walkway during the CIP  
7 project, you probably don't have the most knowledge of  
8 the inspections which were undertaken or perhaps not  
9 undertaken at all. Is that accurate?

10 A Yes, that's accurate.

11 Q Can you tell me who may be that person that I  
12 can depose, who will finally tell us what reasonable  
13 inspections were done at the subject walkway at any time  
14 prior to July of 2020, so that if there was a trip  
15 hazard, it would've been corrected and my client  
16 wouldn't have tripped over it?

17 MR. STONE: Objection, form.

18 A I believe the project manager from the City  
19 with the capital improvement project was Paulo Vega.

20 Q P-A-O-L-A first name Vega, V-E-G-A.

21 A V as in Victor, E-G-A, yes.

22 Q And does Ms. Vega still work for the City of  
23 Miami Beach?

24 A To the best of my knowledge, yes.

25 Q What department is she in?

1 A Capital improvement project.

2 Q And do you know what her background is? Is  
3 she a construction engineer or architect or anything  
4 like that?

5 A That I do not know.

6 Q Okay. So taking a look at Exhibit 3 from Mr.  
7 Lacayo, it says that it's dated August 28, 2020, which  
8 is now about five weeks after my client fell, and it's  
9 directed to Mr. Ripple. And it says, "I approached a  
10 concerned citizen who is taking pictures of uneven  
11 concrete bricks located directly in back of the property  
12 of 2555 Collins Avenue on the boardwalk near the  
13 construction site. Please advise if bricks belong to  
14 City or condo." Correct?

15 A I see that, yes.

16 Q So is this an example of at least a City  
17 employee telling another person from City that there's  
18 uneven concrete bricks somewhere --

19 A No.

20 Q -- in Miami Beach?

21 MR. STONE: Objection, form. Go ahead.

22 A Yeah. That could have been a form that could  
23 have been used. For example, if this person clearly  
24 noticed something in the right-of-way with regard to the  
25 pavers, so he took the appropriate action to notify the

1 area is blocked off from access. And then, because  
2 getting somebody to fix something it's not as easy to do  
3 or as fast as some of us may want. But the first thing  
4 that we would do is to make sure that it's blocked off.

5 Q In other words, a warning cone, police tape,  
6 something like that.

7 A Yes.

8 Q And do you know that nothing was ever done to  
9 this property after Mr. Lacayo's e-mail in 2020?

10 MR. STONE: Objection, form. Objection,  
11 predicate.

12 A That I do not know.

13 Q Do you know that nothing was done to this  
14 property through at least the first six months of 2021?

15 MR. STONE: Objection, form. Objection,  
16 predicate

17 A I do not know.

18 Q As we sit here today, do you know that this  
19 paver walkway has now been leveled?

20 A Yes.

21 Q Can you tell me what knowledge you have about  
22 who leveled it? Who repaired it, et cetera?

23 A I don't have any knowledge of who did. All I  
24 know is that the City was not the one that made the  
25 repair. Employees had a site meeting at one point. I

1 person who he thought may have been responsible, or who  
2 would know who is responsible to maintain those pavers.

3 Q So once this type of notice was given to the  
4 City by a City employee, within what length of time  
5 should the City either make sure the condition is  
6 addressed, or make sure that whoever's responsible for  
7 fixing the condition is at least notified of the  
8 dangerous condition on this right-of-way?

9 MR. STONE: Objection, form. Objection,  
10 predicate.

11 A I'm not quite understanding your question.

12 Q Well, our jurors are going to be watching your  
13 testimony and here's this dated August 28, 2020. Within  
14 what length of time should something have been done to  
15 this property to fix it, either by the City or by  
16 whoever's responsible for its ownership and maintenance?

17 MR. STONE: Objection, form. Objection,  
18 predicate.

19 A Well, usually the practice that the City has,  
20 if a request like this is received by the City, the  
21 first approach that we take is to make sure that that  
22 location is blocked off from pedestrian access. So  
23 that's the first approach, make sure that if in fact,  
24 there is a tripping hazard or a hole or anything of that  
25 nature that could put pedestrians in danger, that that

1 don't recall the date of when that site meeting  
2 happened. And at that point, they realized that the  
3 pavers had already been fixed.

4 Q All right. So City employees had a site  
5 meeting to discuss these pavers?

6 A Yes.

7 Q So there should be some type of City of Miami  
8 Beach operates with government in the sunshine. You've  
9 heard that before Mr. Rodriguez, yes?

10 A I don't recall.

11 MR. STONE: Objection, form. Objection,  
12 predicate.

13 Q There should be some records of this site  
14 meeting, right? Who was present? What was --

15 A Oh, I don't know. I wasn't part of that site  
16 meeting. So I don't know what records were kept from  
17 that meeting. It could have been an informal meeting  
18 for all I know.

19 Q I see. Okay. But you do know as of today the  
20 pavers were fixed and the City didn't fix them.

21 A Yes.

22 Q Okay. But you do know that apparently the  
23 pavers needed to be fixed.

24 MR. STONE: Objection. Objection, form.  
25 Objection, predicate.

1 A I cannot say that they needed to be fixed  
2 because also I did not see what the alleged tripping  
3 hazard was. So, I wouldn't be able to make that  
4 determination if something in fact needed to be fixed.  
5 Q Didn't we show you pictures of the tripping  
6 hazard at the last deposition?  
7 A If you did, I don't remember.  
8 Q All right. Let me just show you a picture.  
9 I'll get one real quick. All right. You should be  
10 looking at Exhibit 5. You see that photo with the ruler  
11 and the level?  
12 (EXHIBIT 5 MARKED FOR IDENTIFICATION)  
13 A Yes.  
14 Q Assume for me these are the subject pavers. I  
15 can show you more long distance photos. Just assume  
16 that's true.  
17 A Uh-huh.  
18 Q There's about a half-inch to an inch  
19 difference between these pavers and Ms. Salafia's toe  
20 hit the paver that's not level. You don't consider this  
21 to be a tripping hazard that should be repaired?  
22 MR. STONE: Objection, predicate. Objection,  
23 form.  
24 A Well, from that picture, I cannot see what is  
25 actually -- how much the pavers is protruding.

1 A Again, if we go back to the records request,  
2 the request was: Who installed it and who maintains it?  
3 And that's what I searched for. I did not search for  
4 any request of maintenance by the City and anything like  
5 that. That was a whole separate system.  
6 Q All right. So what you're saying is, and I'll  
7 stipulate my specific request did not ask for any  
8 notices the City may have received about the pavers  
9 either from Mr. Lacayo or anyone else, but does the City  
10 -- if the City does receive a notice such as Mr.  
11 Lacayo's, does it throw it out? Does it discard it, or  
12 does it keep it in some type of folder?  
13 A Yeah. You're talking about the request that  
14 Lacayo sent to Mr. Ripple?  
15 Q Yes.  
16 A That is --  
17 MR. STONE: Objection, predicate. Go ahead.  
18 A That is a system, that's electronic system. So  
19 there is a record kept of all those requests.  
20 Q And what would I have to ask the City for to  
21 give me all such notices that it received over the years  
22 about uneven pavers at the --  
23 A That would've been part of any maintenance  
24 records that the City may have.  
25 Q So in other words, I asked the fine attorney

1 Q I just asked you to assume it's about an inch.  
2 You don't think that's a tripping hazard?  
3 A Well, anything above a quarter inch, it's a  
4 tripping hazard, according to the ADA.  
5 Q All right. So the City of Miami Beach  
6 considers that anything on a level surface that's above  
7 a quarter inch is considered a tripping hazard, and it  
8 wants to comply with the ADA, otherwise known as the  
9 Americans for Disabilities Act. Is that correct?  
10 A Yes.  
11 Q And for how long has that been true?  
12 A For as long as I've been with the City.  
13 Q And how long has that been, Mr. Rodriguez?  
14 A June, 2016.  
15 Q Okay. So let me go back to the Freedom of  
16 Information Act request. And when you were looking for  
17 anything involving this property -- you're looking at  
18 your e-mail right now, correct? Which is Exhibit 2,  
19 correct?  
20 (EXHIBIT 2 MARKED FOR IDENTIFICATION)  
21 A Yes.  
22 Q Did you find, for example, Mr. Lacayo's e-mail  
23 that had already warned the City that there was a  
24 potential uneven concrete or pavers at this area? Did  
25 you find that e-mail?

1 for the City of Miami Beach for any maintenance records,  
2 say for the three-to-five-year period prior to this  
3 accident, the City should have a computer database  
4 record of the receipt of such notices, even if it  
5 doesn't have the notice itself. Is that correct?  
6 A Yes.  
7 MR. HUNNEFELD: Objection, predicate.  
8 Q And are you the custodian of those -- of those  
9 records, Mr. Rodriguez?  
10 A No, I'm not.  
11 Q Have you looked at those maintenance records  
12 in the prior years, just to see if besides Mr. Lacayo's  
13 notice there are others that the City of Miami Beach  
14 received over the years about the subject pavers?  
15 A I have not looked for those, so I would not be  
16 able to say that I looked for them. But I believe that  
17 was all part of the discovery, that if there was  
18 anything there, that was part of the discovery that our  
19 office has produced.  
20 Q In other words, what you're saying is you  
21 specifically didn't respond to that, but in -- with  
22 regard to this lawsuit and what we call, "discovery,"  
23 the City has already looked for any prior notices, and  
24 it had none from any -- any citizen, private or public,  
25 about the subject walkway in at least the five-year



1 period prior to this accident. Is that correct?  
2 MR. HUNNEFELD: Objection, form. Objection,  
3 predicate.  
4 A Yes.  
5 Q And what if, for example, someone from Club  
6 Atlantis or Club Atlantis itself sent the City a written  
7 notice about the subject pavers saying that they needed  
8 to be repaired? Would that be in this maintenance  
9 folder?  
10 MR. HUNNEFELD: Objection, form. Objection,  
11 predicate.  
12 A I -- what do you mean? Sending a written  
13 notice to who? The City?  
14 Q Yeah, sure.  
15 A Okay. I wouldn't know. I don't know how --  
16 what means they would use to send a written notice to  
17 the City.  
18 Q But if a concerned citizen, assume it's Club  
19 Atlantis or someone who lives there, sent a written  
20 notice to the City that the pavers are -- appear to be  
21 uneven and need to be repaired, wouldn't that go in this  
22 maintenance folder, just like Mr. Lacayo's e-mail?  
23 MR. HUNNEFELD: Objection, form. Objection,  
24 predicate.  
25 A So let -- if the City receives a notice for

1 Q You know who put that sandbag on this public  
2 right-of-way?  
3 MR. HUNNEFELD: Excuse me?  
4 Q You know who put that sandbag on this public  
5 right-of-way?  
6 A I could assume who did, but I don't know who  
7 did --  
8 MR. HUNNEFELD: Don't assume. If you know.  
9 A I do not know. I don't know who installed  
10 that sandbag.  
11 Q Well, it's not a -- it's not an installation.  
12 It's a placement of a sandbag. You know who put it on  
13 this public right-of-way?  
14 A No. I was not present when it was put in.  
15 Q -- wasn't that likely the contractors who were  
16 working on the beach, the CIP project?  
17 MR. HUNNEFELD: Objection, form.  
18 A Yes. It could have been. Yes.  
19 Q Logically, it should be. Correct?  
20 A Yes.  
21 Q Now, would you call the placement of that  
22 sandbag in this right-of-way to be trespassing on  
23 someone else's property?  
24 A No.  
25 MR. HUNNEFELD: Objection, form. Objection,

1 maintenance, yes, a record must be created in order for  
2 our crews or the City to make any necessary repairs.  
3 Q Is --  
4 A If that was the case, there would've been some  
5 type of record.  
6 Q Yeah. With assurance, the -- if the City did  
7 receive notification from, for example, Club Atlantis,  
8 the City wouldn't just throw it out and discard it.  
9 Correct?  
10 A No.  
11 Q All right. My last series of questions is --  
12 are going to involve some more pictures. I want to get  
13 a good one of -- let me see. Okay. This is -- I'm up  
14 to Exhibit 6, and Exhibit 6 will be Photo 04. All  
15 right. Can you see that photo?  
16 (EXHIBIT 6 MARKED FOR IDENTIFICATION)  
17 A Uh-huh. Yes.  
18 Q Assume this is Mr. Lacayo. Assume that's an  
19 architect named Carrie Steinbound (phonetic). Assume  
20 they're at the area that she just measured, and Mr.  
21 Lacayo is taking pictures of it as well to send on to  
22 public works on the subject walkway. You see -- you see  
23 this thing right here that I'm circling right by his  
24 feet? Assume that's a sandbag.  
25 A Uh-huh. Okay.

1 predicate.  
2 Q You see this -- this construction fence? We  
3 know it's temporary, Mr. Rodriguez, correct?  
4 A Yes.  
5 Q Assume for me the actual corner of the fence  
6 was placed, was actually a hole dug right into the  
7 pavers.  
8 A Okay.  
9 Q Wouldn't that be likely one of the beach  
10 contractors that put that fence in there?  
11 A Yeah.  
12 MR. HUNNEFELD: Objection, form. Objection,  
13 predicate.  
14 Q What gave the beach the right to put -- or its  
15 contractors the right to put the sandbag and gate there  
16 on property that it didn't own or maintain or have a  
17 duty to own or maintain?  
18 MR. HUNNEFELD: Objection, form. Objection,  
19 predicate.  
20 A Just because the City does not have the duty  
21 to maintain does not mean it does not -- they cannot put  
22 something in there.  
23 Q So the City --  
24 A I'm not --  
25 Q Go ahead.

1 A No, go ahead. That's fine.  
2 Q The City has a right to leave its own property  
3 or the property of its contractors on someone else's  
4 property and not be responsible for maintaining it?  
5 MR. HUNNEFELD: Objection, form. Objection,  
6 predicate.  
7 A Again, it -- first of all, it's hard for me to  
8 tell -- to differentiate where is the property line  
9 based on this picture that you're showing me. So I  
10 wouldn't -- I wouldn't be able to tell you that the  
11 fence is installed on -- in a location that does not  
12 belong to the City. So just on that, I wouldn't be able  
13 to answer that.  
14 Q But assume for me it's right on the pavers,  
15 and there's other photographs. What gave -- what gave  
16 the City the right to leave a sandbag on property that  
17 it didn't own or maintain or to dig a hole for its  
18 gatepost in property it didn't own or maintain?  
19 MR. HUNNEFELD: Objection, form. Objection,  
20 predicate.  
21 A It's public right-of-way.  
22 Q What's that mean?  
23 A That the -- it belongs to the City.  
24 Q Mr. Rodriguez, I want to thank you very much  
25 for your time. I have no further questions today, and

1 understand it. Is that fair?  
2 A Yes.  
3 Q Very good. You've been doing a great job so  
4 far responding verbally and saying, "yes," or, "no,"  
5 versus nodding your head. Just continue on with that  
6 protocol, and we appreciate your participation this  
7 morning. Okay?  
8 A Thank you.  
9 Q All right. Let me just -- I want to get some  
10 just general background information from you. My  
11 understanding is that you've been with the City since  
12 approximately -- did you say, "June of 2016?"  
13 A That is correct. Yes.  
14 Q All right, and help me to understand your  
15 current position with the City.  
16 A I am the right-of-way manager for the City of  
17 Miami Beach in the public works department.  
18 Q Okay. So help me to understand. When you say  
19 what -- that you are the right-of-way manager, first of  
20 all, how long have you held that position?  
21 A Since December 2019.  
22 Q And prior to December of 2019, what was your  
23 position with the City?  
24 A Civil engineer one.  
25 Q How long were you a civil engineer one? From

1 very much for appearing today. Thank you. I may have  
2 some -- some redirect. Thank you, Henry.  
3 CROSS EXAMINATION  
4 BY MR. STONE:  
5 Q Good morning, Mr. Rodriguez. Are you okay to  
6 continue, or you want to take a quick break?  
7 A I'm okay to continue.  
8 MR. STONE: Everybody else okay to just  
9 continue on through?  
10 MR. HUNNEFELD: Sure.  
11 MR. CHASIN: Yes.  
12 Q Very good. Again, Mr. Rodriguez, I know I  
13 introduced you -- myself to you off the record. My name  
14 is Andrew Stone. I represent Club Atlantis. I was not  
15 present during your deposition on -- in October, because  
16 Club Atlantis was not a party to the litigation at that  
17 time. So, I'll be asking you questions today, just some  
18 background information from you. I will try not to  
19 repeat anything. I've read your testimony from before.  
20 I know it was kind of cut short, but I'll be asking you  
21 questions then about different topics today. If you  
22 don't understand any of my questions, Mr. Rodriguez,  
23 just tell me, and I'm happy to rephrase it, repeat it so  
24 that you can understand it. If you answer the question  
25 the way I asked it, I'm going to assume that you did

1 when to when, approximately?  
2 A From June 2016 to December 2019.  
3 Q All right. So when you joined the City, you  
4 were -- your title was civil engineer one?  
5 A Excuse me?  
6 Q When you first joined the City, you were hired  
7 as a civil engineer one?  
8 A Yes.  
9 Q Thank you, sir. As a civil engineer one, what  
10 were your duties and responsibilities?  
11 A Primarily, I was doing the functions of an  
12 assistant right-of-way manager. I was technically,  
13 like, his right hand, with all the responsibilities that  
14 comes with being a right-of-way manager.  
15 Q Coming from a perspective which is where I am,  
16 I do not know what a right-of-way manager does --  
17 A Yeah.  
18 Q -- or an assistant right-of-way manager. So,  
19 help me just to understand on a daily basis what your  
20 duties and obligations were as either the assistant or  
21 as the right-of-way manager. Just help me to understand  
22 that, please.  
23 A So -- so yeah, as a right-of-way manager, we  
24 oversee the permitting in the City, all permits from all  
25 aspects, whether it be from the building department

1 perspective. Any work that takes place in a public  
2 right-of-way, even in special events, we oversee that.  
3 Also, we prepare documents when we have to vacate the  
4 public right-of-way for private development or for other  
5 governmental agencies. We also review plans, anything,  
6 proposal. We also have the -- program under the right-  
7 of-way office. We also review any ordinances that may  
8 be passing by other government agencies that may affect  
9 the work that takes place in the public right-of-way,  
10 telecommunications work, underground utility works,  
11 water, sewer, storm. Pretty much anything that occurs  
12 in -- outside of private property goes through our  
13 office. Also, maintenance agreements and all those  
14 kinds of things.

15 Q Okay. Can you help me just understand as it  
16 relates to how the City of Miami Beach defines or how  
17 you would define as the public right-of-way manager what  
18 a public right-of-way is?

19 A The way -- the easy way for me to describe it  
20 is anything that does not have a folio number, it's  
21 public right-of-way.

22 Q Okay, and when you say, "folio number," again,  
23 we're going to be sitting potentially in front of a jury  
24 and --

25 A -- parcel.

1 are pavers in this area, as well as concrete in this  
2 area, and then there's palm trees and grass, and then  
3 pool, and then beach -- tell me what part of that is the  
4 public right-of-way.

5 A Well, it -- I wouldn't be able to tell you  
6 exactly the parameters without looking at a boundary  
7 survey.

8 Q Okay.

9 A But from my visit and from doing my research  
10 with Miami-Dade Properties Appraisal, there's an area in  
11 between the pool of Club Atlantis and the actual  
12 condominium, Club Atlantis. That area right there, it's  
13 public right-of-way. I wouldn't be able to tell exactly  
14 how wide it is right now.

15 Q You said a, "boundary survey," right?

16 A I would need a boundary survey, yes, to make  
17 that determination.

18 Q All right, and as of the time that you've been  
19 a right-of-way manager or been employed with the City,  
20 are you aware as to whether a boundary survey has ever  
21 been done in this area that we've been talking about,  
22 which is between the actual Club Atlantis building and  
23 the -- call it the pool area?

24 A Not to -- not to my knowledge.

25 Q Going back through your due diligence, trying

1 Q -- make sure everybody's on the -- on the same  
2 page here. So if you were to, let's say, pull up a  
3 public records or go online and pop in a folio number,  
4 that's going to identify a private property, correct?

5 A That -- that is correct.

6 Q So if you own a home and you have then -- you  
7 own a home in the City of Miami Beach, that home has an  
8 identifiable folio number that you can look up, and it's  
9 going to give you the property line for your folio  
10 number or your property, correct?

11 A That is correct.

12 Q So then, public rights of way would be any  
13 property that is not designated by a folio number.

14 A That is correct.

15 Q Okay, and in the -- in -- with respect to this  
16 particular case, I believe you indicated that the --  
17 some of the photos that were shown to you, and I have  
18 other photos I'll show you, but this area that is behind  
19 several condominium buildings and other buildings  
20 between -- I believe the area is from -- was it 24th or  
21 25th Street north to around 29th Street? You're  
22 familiar with this area behind these buildings, in  
23 between the buildings and the beach?

24 A Yes.

25 Q Okay. Do you consider that area where there

1 to find records and find out ownership -- ownership  
2 issues as it relates to this area that we've been  
3 talking about and Mr. Chasin asked you about, were you  
4 able to locate any documents that would reveal who owned  
5 this area which is considered a public right-of-way?

6 MR. HUNNEFELD: Objection. Objection, form.  
7 Objection, predicate.

8 A What do you mean exactly by, "owned?"

9 Q Sure. In other words, the public right-of-way  
10 is actually owned by the City, correct? That's a fact  
11 that you're aware of, right?

12 A Yes.

13 MR. HUNNEFELD: Objection, predicate.  
14 Objection, form.

15 Q Now, the pavers that we've been talking about,  
16 those pavers, if you've walked up and down what we'll  
17 call -- is it Miami Beach Drive or the -- what would you  
18 call that area that's behind the Riviera, the Traymore,  
19 the Royal Club, the International Language Center? There  
20 are probably seven or eight folio numbers, right, for  
21 private property, and then to the east of that, or to  
22 the water side of that, of those buildings, is this what  
23 I've called, "Promenade," or I've heard called,  
24 "Promenade." I've also called -- heard it called the --  
25 again, I think it's Miami Beach Drive. What would you

1 call that area?  
2 A It's known by both names, Miami Beach Drive or  
3 Promenade.  
4 Q Okay.  
5 A Either or, I would recognize what it is.  
6 Q All right. Thank you, and have you -- you've  
7 visited that area?  
8 A Yes.  
9 Q Have you walked that area before?  
10 A Yes.  
11 Q All right. Let me just -- I'm going to show  
12 you a picture, and just so we're familiar with what  
13 we're talking about here, and give me one second. All  
14 right. So do you see the picture on my screen?  
15 A Yes.  
16 Q All right, and what I've tried to do with a  
17 Google Earth shot, which I'm sure you're familiar with,  
18 is identify this area that we're talking about with --  
19 it's not obviously to scale, but this yellow line, I've  
20 tried to encapsulate Miami Beach Drive there relative to  
21 these various different buildings. Do you see that?  
22 A Yes.  
23 Q So the area, again generally, that is outlined  
24 in yellow, fair to call that area the Promenade or Miami  
25 Beach Drive area?

1 MR. HUNNEFELD: Objection, form. Objection,  
2 predicate.  
3 A Yes.  
4 Q All right, and are you familiar that the  
5 Triton Towers, Marisol Towers, Oceanfront Plaza, in  
6 other words, these buildings that I've identified to the  
7 left of the yellow line, Atlantis included, that those  
8 properties would have a folio number, correct?  
9 A Yes.  
10 Q So City of Miami Beach does not have -- or the  
11 public right-of-way department does not have  
12 jurisdiction over these buildings, correct?  
13 A That is correct.  
14 Q The public right-of-way identified in the --  
15 within the yellow line here, that would be within the  
16 jurisdiction of the City of Miami Beach Public Works  
17 Department, correct?  
18 MR. HUNNEFELD: Objection. Objection, form.  
19 Objection, predicate.  
20 A Yes.  
21 Q Okay, and then are you aware as to whether or  
22 not the pools we see that are in between the private  
23 property and the public right-of-way, are there -- do  
24 you know if there are folio numbers for those pools?  
25 A There are. Yes.

1 Q Okay, and then --  
2 MR. CHASIN: Hold on. Hold on a second,  
3 Andrew. Have you marked this exhibit?  
4 MR. STONE: I'm going to mark it as Exhibit 1  
5 to the deposition.  
6 MR. CHASIN: Well, we'll call it -- why don't  
7 we call it, Andrew, Exhibit A. Okay? Because I --  
8 MR. STONE: Okay. That's fine. Atlantis  
9 Exhibit A. Okay?  
10 (ATLANTIS EXHIBIT A MARKED FOR IDENTIFICATION)  
11 MR. CHASIN: Okay. This will be -- we're  
12 referring to Atlantis Exhibit A. Thank you.  
13 BY MR. STONE:  
14 Q Thank you. So Mr. Rodriguez, based upon your  
15 experience in the public works department, it's your  
16 understanding that these pool areas, which are across  
17 the public right-of-way from the private properties,  
18 that those also have folio numbers?  
19 A Yes.  
20 Q Okay, and then from the pool area out to the  
21 beach, it looks like, at least on this aerial map, it  
22 says, "Miami Beach Boardwalk." Do you see that?  
23 A Yes.  
24 Q And so, that Miami Beach Boardwalk, that does  
25 not have a folio number, does it?

1 A No, it does not.  
2 Q So this Miami Beach Boardwalk would also be  
3 under the public works jurisdiction for the City of  
4 Miami Beach?  
5 A It's public land. It actually belongs to the  
6 state, but the City maintains it.  
7 Q Okay. I understand. So if a beachgoer were  
8 to be walking on the Miami Beach Boardwalk and see a  
9 dangerous condition, whether it be a pothole or a  
10 tripping hazard or part of the boards being ripped up,  
11 and they would contact -- if they would contact the City  
12 of Miami Beach, the City of Miami Beach would then go  
13 repair that?  
14 A Yes.  
15 Q Okay, and you -- with your experience at the  
16 City of Miami Beach, you're aware that there are members  
17 of the public that come and go to the beach, and they  
18 use this boardwalk, and they're free to do so, correct?  
19 A Yes.  
20 Q Members of the public also in order to get to  
21 the beach, if they -- if they wanted to use Miami Beach  
22 Drive, which is delineated by the yellow -- the yellow  
23 line here, they're free to access that roadway or  
24 Promenade as well, correct?  
25 A Yes.

1 Q So this is -- if a member of the public were  
2 to be walking on, let's say, Collins Avenue, which is --  
3 you see -- you know where Collins Avenue is?  
4 A Yes.  
5 Q It has A1A down here, but there's this yellow  
6 line. So all these buildings, Triton, Marisol,  
7 Oceanfront, they are all off of Collins Avenue, correct?  
8 A Yes.  
9 Q If a member of the public wanted to walk down  
10 Collins Avenue and take a right or go east on 27th  
11 Street, for example, and they would then come to contact  
12 potentially or navigate their way along Miami Beach  
13 Drive, correct?  
14 A Yes.  
15 Q If they wanted to then walk south on Miami  
16 Beach Drive and just walk up and down there for  
17 exercise, members of the public are invited to do that,  
18 correct?  
19 A Yes.  
20 Q They don't need Marisol or Oceanfront or  
21 Atlantis or any of these other buildings or property  
22 owners, they don't need their permission to do that,  
23 correct?  
24 A That is correct.  
25 Q Those would be, in essence, City of Miami

1 Beach invitees. In other words, the City of Miami Beach  
2 would allow those folks to go up and down that area,  
3 correct?  
4 MR. HUNNEFELD: Objection to form, predicate.  
5 A Well, it's public land, so anybody could walk  
6 on the public right-of-way.  
7 Q Okay. You're not familiar with any type of  
8 patrolling by City of Miami Beach police that say  
9 there's no -- no members of the public can be on this  
10 property, which we've identified as the Promenade.  
11 Correct?  
12 A Correct.  
13 Q So visitors to Miami Beach can use Miami --  
14 the boardwalk and/or the Promenade equally and with the  
15 same freedoms, correct?  
16 A Yes.  
17 Q Okay. Now, so this -- let me just stop share  
18 here. This is, again, Exhibit A. All right. Let me  
19 ask you then: I believe that you indicated previously  
20 that you're not necessarily aware as to how -- if  
21 someone were to, let's say, walk up and down the  
22 boardwalk, or if they were to walk up and down the  
23 Promenade, and a member of the public sees a condition  
24 that they think is dangerous, a pothole, tripping  
25 hazard, what have you, that you were not aware of any

1 type of a reporting mechanism for that member of the  
2 public?  
3 MR. HUNNEFELD: Objection, form.  
4 A No, I said I was not aware of any specific to  
5 any location, but there is a mechanism in which they can  
6 report that.  
7 Q Okay. So let me ask you this: What is that  
8 mechanism that you're aware of? I don't mean to use a,  
9 you know, fancy term here, but generically or just  
10 generally speaking, if there's a number of the public  
11 that's walking up and down the Promenade and they see a  
12 condition that they think is dangerous, what are they to  
13 do?  
14 A They're -- we have -- in our City of Miami  
15 Beach website, we have something that is called -- I'm  
16 not so familiar with it, but I believe it's like MB  
17 Assist, in which they could submit any concerns or  
18 requests that they may see in the -- in the public  
19 right-of-way.  
20 Q Okay.  
21 A And then, according to the different type of  
22 concern it is, and then it gets routed to the  
23 appropriate department.  
24 Q Okay. If there is a citizen that sees such a  
25 condition, they go on the website, is it your

1 understanding that they can click themselves to an area  
2 in the code compliance section where they can put in a  
3 service request or a request for complaint information?  
4 A Can you repeat that, please?  
5 Q Sure. I'd be happy to. In other words, if  
6 you go onto the webpage for the City of Miami Beach, is  
7 it your understanding that there is a way to navigate,  
8 and I'm going to show you this picture real quick so  
9 we're not -- maybe make it a little easier. Give me a  
10 second. All right. I'm sharing screen here. We'll  
11 just mark this generic webpage as Club Atlantis, Exhibit  
12 B. Do you see that --  
13 (ATLANTIS EXHIBIT B MARKED FOR IDENTIFICATION)  
14 A Yes.  
15 Q -- page?  
16 A Yes, sir.  
17 Q Have you seen -- have you seen that before  
18 today?  
19 A Yes.  
20 Q All right, and so let's say I'm a citizen, and  
21 I'm walking up and down the Promenade, or I'm walking up  
22 and down the boardwalk and I see something that concerns  
23 me, might be a safety hazard. I could click myself onto  
24 this particular page of the Miami Beach website,  
25 correct?

1 A Yes.  
2 Q And then I would enter the appropriate  
3 information, address, the description, and then you-all  
4 would maintain records of that electronically, correct?  
5 A Yes.  
6 Q And again, as part of the Freedom of Sunshine  
7 Act, you guys maintain those records for how long?  
8 A Ooh. I don't know -- maintain those records.  
9 Q Okay. During the course of your due diligence  
10 in this case, trying to determine, for example, who  
11 would've installed these pavers outside of Atlantis, who  
12 would've maintained these pavers outside of Atlantis, or  
13 any of the pavers up and down the Promenade, did you  
14 investigate what digital information or computer-  
15 generated information might have been received by the  
16 City of Miami Beach on this website?  
17 A Yes.  
18 Q Did you come across any service requests from  
19 any of the properties up and down the Promenade where  
20 they had requested or notified the City of a problem  
21 with pavers and the City responded?  
22 A Not that I recall.  
23 Q When you did your search, what did you search  
24 under?  
25 A Ooh, I don't -- I don't remember exactly what

1 Q As you sit here today, can you rule out, rule  
2 out as a fact that when the buildings that I showed you,  
3 the -- including Club Atlantis -- that includes the  
4 Triton, the Marisol, all those buildings that border  
5 this Promenade area. Can you rule out as a fact that  
6 during the original construction of these buildings that  
7 -- that those pavers were not installed by the City?  
8 MR. HUNNEFELD: Objection to form.  
9 A Based on my -- based on my institutional  
10 knowledge, I can rule out that the City did not install  
11 those pavers.  
12 Q When you say your institutional knowledge, in  
13 other words, going backwards, you're limited by the  
14 information that you were able to obtain via computer  
15 records, right?  
16 A Yes.  
17 Q And what was the earliest date of the document  
18 that you were able to review when you did your due  
19 diligence?  
20 A There was no documents to review.  
21 Q Oh. There was just nothing in -- nothing that  
22 you saw relative to the pavers at all?  
23 A Correct. I was not able to find any records.  
24 Q Okay. So you did also -- you also then did  
25 not see any records that served as a -- as -- to tell

1 I searched under. I would've -- I would've searched  
2 under an address, that this was the address in question.  
3 So I would've specifically searched for that address.  
4 Q Okay, and the address that we're talking about  
5 here, my understanding is 2555 Collins Avenue, correct?  
6 A The address for Club Atlantis, yes.  
7 Q Right. Okay. All right. Let me just stop  
8 share. That's Exhibit B. In your prior testimony, I  
9 believe you indicated that during your due diligence,  
10 you did not find any records that showed that the City  
11 of Miami Beach installed the pavers that are at issue in  
12 this case. Is that correct?  
13 A That is correct.  
14 Q Where did you look to try to find whether the  
15 City did such installation or it did not?  
16 A I searched in our Laserfiche (phonetic), which  
17 is kind of like our database of where we keep electronic  
18 records of old agreements, old contracts, and things  
19 like that.  
20 Q How far back does that database go?  
21 A I don't know.  
22 Q So whether it goes back five years, ten years,  
23 or back to the original construction of these buildings,  
24 you don't know?  
25 A I do not know.

1 you that Atlantis installed those pavers, correct?  
2 A Well, the -- for one, the -- there's pavers  
3 that are similarly -- or they're the same on the private  
4 side, going up to the entrance to Club Atlantis, are the  
5 same pavers to the ones that are in the public right-of-  
6 way.  
7 Q Yeah. Let me just -- I'm just going to go  
8 back, because I have a question or two for you on that.  
9 A Yeah.  
10 Q But just going backwards, my question is this:  
11 It sounds to me like you did your due diligence. You  
12 were doing the best you could to try to find out who  
13 installed these pavers and who possibly owned those  
14 pavers, correct?  
15 A Yes.  
16 Q And you went to a database, you did a computer  
17 search, and you found nothing. You found no  
18 information, correct?  
19 A Correct.  
20 Q You -- that means you didn't find any  
21 information that told you that the City installed them,  
22 correct?  
23 A Correct.  
24 Q You also found no information that told you  
25 that Club Atlantis installed them, correct?

1 A That is correct.  
2 Q You did not find any property surveys that  
3 told you that that was within Atlantis property, or that  
4 it was within the City of Miami Beach property, correct?  
5 A Correct.  
6 Q Okay. So then what you did was you -- knowing  
7 this area of the Promenade, you could see that these  
8 pavers are -- I don't know what you want to call this  
9 shape. I don't know if you'd call them egg shaped,  
10 squiggly pavers, what are you comfortable with in this  
11 shape of paver? As an engineer, tell me.  
12 A Zigzags.  
13 Q That's fine. All right, we'll call them,  
14 "zigzag pavers," which is hey, it's better than  
15 squiggly, okay? All right, so these zigzag pavers are a  
16 kind of a pinkish color, correct?  
17 A Yes.  
18 Q And you're familiar with the City of Miami  
19 Beach red that's on the sidewalks?  
20 A Yeah, Miami Beach red.  
21 Q Miami Beach red, sorry. So you guys want  
22 uniformity, at least in the City of Miami Beach  
23 property. You want uniformity to kind of show that this  
24 is a line of demarcation and this is City of Miami Beach  
25 sidewalk, right?

1 built, do you know -- let's say when Atlantis was first  
2 built, do you know what the area between Atlantis and  
3 the beach consisted of?  
4 A No.  
5 Q Do you know what the Promenade, what the  
6 material of that Promenade was when Atlantis was  
7 initially built?  
8 A No.  
9 Q You don't know if it was sand, dirt, trees, or  
10 what have you, correct/  
11 A No.  
12 Q You have no knowledge then before 2016 what  
13 the City of Miami Beach did relative to that Promenade,  
14 is that correct?  
15 A Correct.  
16 Q Okay. And that's when you're saying your  
17 institutional knowledge is based upon what you're able  
18 to find on the computer and your experience since 2016;  
19 is that fair?  
20 A Correct.  
21 Q Okay, thank you. You mentioned something in  
22 your prior testimony about agreements, and I believe you  
23 mentioned agreements here today as well. Help me to  
24 understand what the public works department does  
25 relative to these agreements that you're talking about

1 A Yes.  
2 Q Okay. You went back then and based upon your  
3 experience with the City since 2016, where was it that  
4 you came to the conclusion that the City of Miami Beach,  
5 to use your testimony, or to just refresh your  
6 recollection, does not use or does not install zigzag  
7 shaped pavers?  
8 A Well, I've never -- I never encountered  
9 another location that had similar pavers to this. I am  
10 familiar with the pavers that the City uses, whether it  
11 be on crosswalks or any other part of the capital  
12 projects that we participated, and none of them have  
13 been any -- or have not been similar to the ones  
14 installed. Or the ones that are in question.  
15 Q Your familiarity with the City of Miami  
16 Beach's materials used, including these zigzag pavers,  
17 or rectangular pavers, or any type of pavers is limited  
18 to the time that you've been at the City. In other  
19 words, since June of 2016; is that correct?  
20 A Yes.  
21 Q What the City of Miami Beach may have used  
22 prior to or before you coming onboard in June of 2016,  
23 you're not aware of, correct?  
24 A No.  
25 Q So, back when these buildings were first

1 and the public right-of-ways.  
2 A So, those agreements -- so, anytime there's  
3 anything installed in a public right-of-way that is  
4 nonstandard, in other words anything that is non-  
5 concrete, solid concrete, requires a maintenance  
6 agreement. The City only maintains standard materials  
7 like concrete. In essence, the same way that if the  
8 City would enter into an agreement with the state or the  
9 county if we want to install something nonstandard in  
10 their public right-of-way within the City of Miami Beach  
11 limits, we will enter into an agreement with them.  
12 Similarly, as part of private development, if they want  
13 to install something in the right-of-way that's  
14 nonstandard to what the City of Miami Beach uses, then  
15 they would have to enter into some type of agreement.  
16 Now, the fact that I was not able to find an agreement  
17 for this particular location does not mean that there  
18 was not one created or executed at the time that those  
19 pavers may have been installed by Club Atlantis.  
20 Q You were not able to find any type of  
21 agreements as it relates to the maintenance of the  
22 pavers, and we'll call it to the east or behind Atlantis  
23 from what you consider its folio area to the pool,  
24 correct?  
25 A Correct.

1 Q Do you have an understanding about the  
2 maintenance agreement protocol? In other words, when  
3 that -- those maintenance agreements would be entered  
4 into?  
5 A That would be entered upon permitting.  
6 Q So, let's say --  
7 A In other words, they wouldn't have been able  
8 to install it. Again, common practice now they wouldn't  
9 be able to install something nonstandard in the public  
10 right-of-way without such agreement.  
11 Q Right. So, let's just say that under current  
12 times, these pavers are not in that Promenade area at  
13 all, but that Atlantis decides they want to beautify the  
14 Promenade area and put nonstandard material in your  
15 public right-of-way. Okay? You understand that  
16 hypothetical?  
17 A Yes.  
18 Q In today's day and age, Atlantis couldn't just  
19 start digging up your public right-of-way and install  
20 pavers, correct?  
21 A Correct.  
22 Q Protocol would require that they would call  
23 and contact the City and request a permit first,  
24 correct?  
25 A Correct.

1 you to determine whose responsibility it was to  
2 maintain.  
3 A I did not find that agreement.  
4 Q You didn't find any agreements and you didn't  
5 find any permits that were ever pulled or requested by  
6 Atlantis for installation of these pavers, correct?  
7 A Correct.  
8 Q Okay. All right, let me show you -- I'm going  
9 to share a screen here. This is going to be Exhibit C.  
10 Do you see that document there?  
11 A Not yet.  
12 Q All right. Hopefully that comes up. How  
13 about now?  
14 A No.  
15 Q All right. All right, let's try it now --  
16 A There it is. There it is.  
17 Q All right, very good. Okay, in 2018 you were  
18 part of the public works department, correct?  
19 A Yes.  
20 Q All right. When these requests come in to  
21 code compliance from citizens, are you privy to them?  
22 A Not necessarily, no.  
23 Q So, this is a November 20th of 2018 request  
24 number identified on this photograph, or on this  
25 document, it's request number 1832450104. Do you see

1 Q And then once the permit was approved  
2 presumably by the City, signed off on, and the job was  
3 done, that's when there would be an agreement entered  
4 into between the City and the private property owner  
5 where the City would say to the private property owner,  
6 "In this agreement, since you installed nonstandard  
7 materials, you're going to be responsible for  
8 maintaining it." Correct?  
9 A Actually, it would be the other way around. We  
10 wouldn't allow them to install the enhancements in the  
11 public right-of-way without the agreement being in place  
12 first.  
13 Q Oh, I understand.  
14 A Yeah.  
15 Q Either way, whichever the order event would  
16 be, part of that permitting process you would have a  
17 meeting with the private property owner and say, "Hey  
18 guys, if you're going to install nonstandard material,  
19 you must agree to maintain it before we even let you do  
20 that," correct?  
21 A That is correct.  
22 Q And so, during your due diligence in this  
23 case, given the fact that these pavers are not standard  
24 material, you did the best you could to find an  
25 agreement with Atlantis, which would find out or allow

1 that?  
2 A Yes.  
3 Q And this is an address of 2555 Collins Avenue,  
4 right?  
5 A Uh-huh. Yes.  
6 Q Yes? And that, I want you to assume, and I  
7 believe it's been established is Club Atlantis, you see  
8 that?  
9 A Yes.  
10 Q All right, and it looks like this is a  
11 description that was from -- I guess would this be the  
12 customer that enters this?  
13 A Yeah, that would be the customer.  
14 Q All right, and it's showing and saying that  
15 since Hurricane Irma there was a sinkhole behind their  
16 building, and someone fell, and they needed this area to  
17 be repaired, right?  
18 A Yes.  
19 Q All right. And then there's a photograph  
20 here. Are customers, or general -- I shouldn't say  
21 customers, but members of the public, are they allowed  
22 to upload photographs to allow you guys to understand  
23 where there might be an issue?  
24 A Yes.  
25 Q All right. So then there's comments here, and



1 you're familiar with this system, right?  
 2 A Yes.  
 3 Q Okay. So, it looks like there was a request  
 4 date of November 20th of 2018, and if we track through  
 5 the response to this, you see here that there is a note  
 6 here from December 21st of 2018 where whoever is  
 7 responding is saying, or addressing Matt. Do you know  
 8 who that is?  
 9 A Yes.  
 10 Q Who is Matt?  
 11 A Matthew Lepera, he is with Public Works  
 12 Operations, and he oversees the public works inspectors.  
 13 COURT REPORTER: Can you spell that last name  
 14 for me please?  
 15 THE WITNESS: One second.  
 16 COURT REPORTER: Sorry to interrupt, Andrew.  
 17 MR. STONE: No that's okay. The last name, I'm  
 18 sorry?  
 19 THE WITNESS: Matthew Lepera, L-E-P-E-R-A.  
 20 BY MR. CHASIN:  
 21 Q All right, and is Matthew Lepera still with  
 22 the City?  
 23 A Yes.  
 24 Q What is his current title?  
 25 A Principal Engineer to -- I mean just Principal

1 have your crew look into this, thanks." Do you know who  
 2 would have generated that note?  
 3 A No.  
 4 Q When you did your due diligence and tried to  
 5 find documents that would assist you to determine who  
 6 owned or had a responsibility to maintain the pavers  
 7 behind Atlantis, did you find this note?  
 8 A I can't recall.  
 9 Q Okay. The next note it looks like is very  
 10 quickly, it seems to me that this would have been a  
 11 response by Matt and it says, "Will investigate."  
 12 Correct?  
 13 A I don't know who would have written that. That  
 14 note, but --  
 15 Q Okay. The next note looks like six days  
 16 later, everybody's starting early at 5:30 in the  
 17 morning. But it says here, "Per Kerry," who is Kerry  
 18 (phonetic)?  
 19 A That was the previous right-of-way manager,  
 20 and he was the right-of-way manager at that time.  
 21 Q Is that when you were an assistant?  
 22 A Yes.  
 23 Q And what is Kerry's last name?  
 24 A Osborne (phonetic).  
 25 Q Is Kerry, is it a male or a female?

1 Engineer.  
 2 Q Okay. All right, so when a request comes in,  
 3 does this -- whose desk do these requests go to?  
 4 A I guess customer service. Whoever created it,  
 5 depending on what information you put in in that  
 6 request, it gets routed automatically to the appropriate  
 7 department.  
 8 Q Do you know then -- in other words, when  
 9 request comes in through that customer service website  
 10 and it gets, you know, they hit the send button, does  
 11 that go to public works? Does it go to customer  
 12 service? Does it go to co-compliance? Where does it  
 13 go?  
 14 A It could go directly to public works.  
 15 Q Okay. And that's your department, right?  
 16 A Yes.  
 17 Q Okay, and then who from your department is  
 18 responsible for receiving and reviewing these requests  
 19 from members of the public?  
 20 A Multiple people get the request, so depending  
 21 on who is responsible for that task, they take ownership  
 22 of it.  
 23 Q Okay. So here it says, "Matt, this should be  
 24 under a special agreement between the City and building,  
 25 which would make building responsible to fix. Please

1 A Male.  
 2 Q Okay. So, when Matt generates this note,  
 3 looks like someone investigates, and finds from the  
 4 public right-of-way manager that there was no agreement  
 5 with the building. And then it says to Edwin, it  
 6 directs Edwin to, "Please repair the sink hole,"  
 7 correct?  
 8 A Yes.  
 9 Q Who is, to your knowledge, who is Edwin?  
 10 A Edwin is the streets supervisor.  
 11 Q Streets supervisor?  
 12 A Yes. -- operations.  
 13 Q What's Edwin's last name?  
 14 A Edwin Rivera.  
 15 Q Is he still with the City?  
 16 A Yes.  
 17 Q Is Mr. Osborne still with the City?  
 18 A No.  
 19 Q When did he leave?  
 20 A December 2019.  
 21 Q That's when you took over?  
 22 A Yes.  
 23 Q Got you. And that was a promotion for you?  
 24 A Yes.  
 25 Q All right. Congratulations on that. All

1 right.  
2 A Thank you.  
3 Q One second here. All right, so then if we  
4 continue on up to the next note, it looks like Edwin is  
5 directed to repair the sinkhole. It says, the next note  
6 looks like a few days later, "Matt in this case, please  
7 give it to contractor since there are several large  
8 areas that need attention, and we don't have the  
9 manpower to do so." You see that?  
10 A Yes.  
11 Q And so, do you know who would have directed or  
12 generated this note to Matt that says, "Go hire a  
13 contractor to handle this?"  
14 A No, I wouldn't.  
15 Q All right. Is Metro Express a contractor that  
16 you guys use?  
17 A Yes.  
18 Q And does it appear to you based on your  
19 experience that the result of this request to repair  
20 what's photographed in this photo, that that was  
21 ultimately repaired, and the work was completed by the  
22 City of Miami Beach?  
23 MR. HUNNEFELD: Objection, predicate.  
24 A Yes. Yes.  
25 Q Or not necessarily by the City, but by a

1 east side, if you will, of the Club Atlantis property,  
2 correct?  
3 A Yes.  
4 Q On the beach side if you will.  
5 A Yes.  
6 Q But still showing those zigzag pavers next to  
7 the concrete area that are just these square blocks if  
8 you will, correct?  
9 A Yes.  
10 Q Okay. And so, if a citizen were to complain  
11 and do the same type of customer request, or service  
12 ticket, or order, if you will, through the website as it  
13 relates to the pavers, these zigzag pavers, even though  
14 you've said that you didn't find any information that  
15 led you to believe that City owned it or installed it,  
16 based upon this 2018 document, you would have undertaken  
17 the responsibility to maintain it with either City of  
18 Miami Beach officials or employees or with contractors,  
19 correct?  
20 A No. This is a perfect example of the City  
21 sees deficiencies in the public right-of-way where it is  
22 the City's responsibility to maintain or not. We make -  
23 - safety's the first and most important. So we took the  
24 liberty of fixing this condition even though it was not  
25 our responsibility to maintain it. Or even though there

1 company --  
2 A A contractor --  
3 Q Hired by the city to fix, yes?  
4 A Yes.  
5 Q Okay. So, this is consistent, by the way, Mr.  
6 Rodriguez, with your due diligence, which was that you  
7 found no maintenance agreement with Atlantis with regard  
8 to the pavers, correct?  
9 A Yes.  
10 Q Okay. So this is Exhibit C, let me stop  
11 share, and then let me just bring this photograph up.  
12 And this will be Exhibit D, and let me share screen. All  
13 right sir, do you see this photograph?  
14 (ATLANTIS EXHIBIT D MARKED FOR IDENTIFICATION)  
15 A Yes.  
16 Q All right. And this is the photograph that  
17 was actually uploaded, and I just want to give you the  
18 benefit of seeing a larger view of it, because that  
19 little uploaded picture was very small. This area, does  
20 this appear to be an area where there are zigzag pavers  
21 that abut back, or they're a part of that right-of-way  
22 that we talked about? That Promenade?  
23 MR. HUNNEFELD: Objection, form - predicate.  
24 A Yes.  
25 Q And this is on the opposite side of -- or the

1 was no maintenance agreement that the City was  
2 responsible to maintain it.  
3 Q As a result of this customer request to repair  
4 this area, did the City undertake any effort to then  
5 contact Club Atlantis and enter into a maintenance  
6 agreement with them where the City would have then  
7 delegated that responsibility to Atlantis?  
8 A I'm not aware.  
9 Q Did you find any documentation at all that led  
10 you to believe that as a result of this 2018 request,  
11 which is about two years or a little bit less than two  
12 years prior to Miss Salafia's accident, that the City  
13 undertook any effort at all to communicate with Atlantis  
14 and tell Atlantis, "This is your property and you must  
15 maintain it."  
16 A I don't know.  
17 Q You didn't find any documentation? E-mails,  
18 or any other communication points that led you to  
19 believe that that took place from 2018 up until the time  
20 of this accident in 2020, is that correct?  
21 A Correct.  
22 Q Did you have any conversations or  
23 communications with anybody at the City where the City  
24 told you that as a result of this 2018 service request,  
25 any such efforts were undertaken by the City to

1 communicate with Atlantis, that it was in fact Atlantis'  
2 property to maintain?  
3 A No.  
4 Q You mentioned earlier -- let me stop share.  
5 You mentioned earlier that part of your due diligence  
6 was searching through some records, and you found that  
7 there was some litigation in 2006 or 2007 having to do  
8 with some pavers, correct?  
9 A Yes.  
10 Q And am I correct in saying that it's your  
11 understanding that that litigation was in 2006 or 2007?  
12 A I can't recall. I don't remember the exact  
13 year in which it took place.  
14 Q Certainly. I want you to assume that that  
15 litigation had a case number that reflects it was a 2006  
16 filing, okay?  
17 A Okay.  
18 Q If that's the case, that would have been 12  
19 years before this service request, correct?  
20 A Correct.  
21 Q Whose responsibility is it when a service  
22 request comes in, if for example, the City ended up  
23 paying Metro Express to go and fix this area of sunken  
24 pavers? Did you ever back charge Atlantis for that?  
25 A I don't know.

1 Q What department from the City would be  
2 responsible for then making the determination whether a  
3 service agreement was in fact necessary to enter into?  
4 A In this case, it would have been public works.  
5 Q And do you know why a service agreement then  
6 was not entered into from 2018 or '19 until the time of  
7 this incident with Ms. Salafia?  
8 A I don't know.  
9 Q Who would be the person where the buck stops  
10 on that issue where it was revealed there was no service  
11 agreement, it has to do with these zigzag pavers. Who  
12 would I speak to to find the reason why that service  
13 agreement was not entered into?  
14 A I wouldn't be able to tell you.  
15 Q Did you see any communication since 2018 or  
16 2019 to Club Atlantis where the City undertook any  
17 effort to advise Club Atlantis that despite the fact  
18 that the City fixed this area of zigzag pavers, that it  
19 was not the City's responsibility to do so, and it was  
20 in fact Club Atlantis' responsibility to do so?  
21 A No.  
22 Q Are you aware of any documentation at all, e-  
23 mails, paper correspondence, electronic correspondence  
24 in any way coming from the City to Club Atlantis where  
25 the City advised Club Atlantis that it was their

1 Q Do you have any records that reflect that you-  
2 all then made Club Atlantis pay for the repair that was  
3 made in 2018 or 2019?  
4 A I don't know.  
5 Q Do you know if anybody at the City has a  
6 responsibility for -- for example, if there is no  
7 maintenance agreement, who would be the person from the  
8 City that would be responsible for determining and  
9 communicating with abutting property owners whether it  
10 was in fact their responsibility per a maintenance  
11 agreement or not?  
12 A Could you repeat that question?  
13 Q Sure. In other words, the City, you guys as a  
14 municipality want to make sure that your abutting  
15 property owners are clear with regard to their  
16 responsibility versus your responsibility, correct?  
17 A Uh-huh. Yes.  
18 Q Yes? Especially when it comes to a public  
19 right-of-way like what we've been talking about here,  
20 this Promenade area, correct?  
21 A Yes.  
22 Q And so, this instance occurs in 2018, and it's  
23 revealed that there is no service agreement in place,  
24 correct?  
25 A Yes.

1 responsibility to maintain these zigzag pavers in the  
2 public right-of-way?  
3 A No. Again, at that point in time, the  
4 department's primary purpose was to cure the situation  
5 and make sure that it was no longer a safety concern.  
6 And as you read in the service request, we were  
7 recovering from a hurricane, so that, all that could  
8 have been factors that prevented this from taking place.  
9 It did not take place.  
10 Q I understand that completely. I know post-  
11 hurricanes you guys are very busy. I understand that  
12 and that may be the reason why. I know you're  
13 speculating at this point on that, correct?  
14 A Speculating on what exactly?  
15 Q On why a communication did not then take place  
16 from the time this was remediated and repaired until Ms.  
17 Salafia's accident relative to notifying Club Atlantis,  
18 that even though the City fixed this, and they've spent  
19 the money to fix it, it was not their responsibility,  
20 but in fact it was Atlantis' responsibility.  
21 A I do not know that there was any communication  
22 between the City and Club Atlantis.  
23 Q I understand, and I understand the City's --  
24 one of the City's policies is safety first, correct?  
25 A That is correct.

1 Q So, if you see or your report -- someone  
2 reports to you a problem in a public right-of-way like  
3 this, you're going to fix it first and ask questions  
4 later, correct?  
5 A Yes.  
6 Q And it's that second step that just was not  
7 done in this case to ask questions, figure out whose  
8 this was, and somehow convey to Atlantis, "Even though  
9 we fixed it, it's your responsibility moving forward."  
10 Correct?  
11 MR. HUNNEFELD: Objection, predicate.  
12 Q Thank you. At any time before this accident  
13 happened, did anybody to your knowledge report there  
14 being a problem, whether it be a safety hazard, or  
15 uplifted pavers in the area where this accident  
16 happened?  
17 A Can you repeat that question?  
18 Q Yeah, I'm happy to. And let me bring this up  
19 for a second, I'm just going to refresh what we're  
20 talking about. Let me share screen. All right, this  
21 was a photograph that we previously marked I believe as  
22 Exhibit 1 to Ms. Salafia's deposition. And I  
23 had circled this area in yellow. My question to you is:  
24 Through that website, the City of Miami Beach website,  
25 when you did your due diligence, did you find any

1 Q But to your knowledge, no such request was  
2 ever made.  
3 A Correct.  
4 Q As you sit here today, whatever that condition  
5 that existed on the day of this accident, July 24th of  
6 2020, as you sit here today, you have no idea how long  
7 that condition may have existed, correct?  
8 A Correct.  
9 Q In this photograph we do see the fence post  
10 from this temporary fence that was installed by -- am I  
11 correct that that was J -- is it JLT or JRT  
12 Construction?  
13 A The contractor working on behalf of the City -  
14 - was JRT Construction.  
15 Q Okay. So, let me just have an understanding  
16 if you could. This project, this was a capital  
17 improvement project?  
18 A Yes.  
19 Q And what was this project called?  
20 A MBRC Phase Three.  
21 Q MBRC Phase Three?  
22 A Yeah.  
23 Q Okay. Thank you. Is that Miami Beach? What  
24 does the RC stand for?  
25 A I don't know. That was the information that I

1 service requests from -- that would have been made via  
2 the webpage relative to this area of zigzag pavers?  
3 A No.  
4 Q Did anybody, any members of the public, or  
5 otherwise to your knowledge ever complain before Ms.  
6 Salafia's accident about them perceiving or seeing a  
7 problem, or a defect in the pavers in this area I've  
8 circled in yellow?  
9 A No.  
10 Q If a service request was made relative to this  
11 area that's circled via the same webpage and process  
12 that was done for that other area that we discussed, is  
13 it your testimony that the City would have responded and  
14 repair and remediated the condition?  
15 A Repeat that question?  
16 Q Sure. In other words, if let's say in 2020  
17 before Ms. Salafia's accident happened, a customer or a  
18 member of the public I should say, would have gone on  
19 the website and entered into information, 2555 Collins  
20 Avenue, and made a service request for a notification to  
21 the City about there being a problem with these zigzag  
22 pavers, is it your testimony that in the absence of a  
23 service agreement, that the City would have made the  
24 repair?  
25 A Yes.

1 was able to find --  
2 Q Okay. We'll just call it, "MBRC Phase Three,"  
3 that's fine. Do you know when that phase three began  
4 approximately?  
5 A End of 2019.  
6 Q All right.  
7 A November, October around there.  
8 Q Okay. All right. Very good. And that  
9 would've been prior to COVID, correct?  
10 A Yes, just right before COVID.  
11 Q And if this accident happened July 24th of  
12 2020, is it your testimony then that this temporary  
13 fencing and the staging of this project would've been  
14 ongoing for approximately eight or nine months or 10  
15 months? Does that make sense?  
16 A Yes.  
17 Q The first phase of this MBRC or phase three, I  
18 should say, the beginning of that was, did that involve  
19 the installation to this fence?  
20 A Yes.  
21 Q Who was responsible from the City to oversee  
22 MBRC Phase Three?  
23 A The capital improvement project department.  
24 Q And who from the capital improvement project  
25 department would've been specifically designated or

1 assigned to oversee JRT construction's work in this  
2 area?  
3 A They all get project managers. Each project  
4 has a designated project manager within the --  
5 Q Do you know - do you know who the project  
6 manager was for MBRC Phase Three?  
7 A Yes.  
8 Q Who was that?  
9 A Paula Vega?  
10 Q Thank you. Is she still with the city?  
11 A To the best of my knowledge, yes.  
12 MR. CHASIN: That means she hasn't left the  
13 City's employment for about 40 minutes, Andrew.  
14 MR. STONE: I'm sorry?  
15 MR. CHASIN: That means she hasn't left the  
16 City's employment for the last 40 minutes.  
17 BY MR. CHASIN:  
18 Q I understand. All right. Just based on your  
19 experience as a city engineer and in the public works or  
20 a public right-of-way department, when there is a  
21 project ongoing, like what we see in this photograph,  
22 how often is it that you would expect the project  
23 manager for the capital improvement project to visit the  
24 site?  
25 A Oh, that can vary from project manager to

1 MR. STONE: Thank you. And --  
2 MR. CHASIN: Okay.  
3 MR. STONE: Yeah. Well, this is E.  
4 MR. CHASIN: Thank you.  
5 MR. STONE: Thank you.  
6 COURT REPORTER: Keith, can I ask you a  
7 question?  
8 MR. CHASIN: Shoot.  
9 COURT REPORTER: Can you tell me what Exhibit 4  
10 was from your portion?  
11 MR. CHASIN: You know, I was going to ask you  
12 what Exhibit 3 was. Why don't we go over that after  
13 the depo?  
14 COURT REPORTER: Okay. Sorry. I just thought  
15 I --  
16 MR. CHASIN: A little confused between three  
17 and four.  
18 COURT REPORTER: Yeah, I think we might have  
19 skipped one.  
20 MR. CHASIN: I think I did, probably Exhibit  
21 3.  
22 COURT REPORTER: Okay. No worries.  
23 MR. STONE: Hey, Breanna -- and Breanna, while  
24 we're on that topic, what was my B?  
25 COURT REPORTER: Your B was the webpage.

1 project manager. There's some project managers that  
2 like to be hands-on and go there on a daily basis,  
3 others go when there's inspections. It's up to the  
4 specific project manager.  
5 Q Okay. Have you had any communications with  
6 Paula Vega about her project management of MBRC Phase  
7 Three?  
8 A No.  
9 Q Have you had any type of communications with  
10 her at all about what she may have observed during the  
11 course of this project?  
12 A No.  
13 Q Did you undertake any effort to communicate  
14 with Paula about what she may have observed relative to  
15 this project and these pavers?  
16 A No.  
17 Q Okay.  
18 MR. CHASIN: Excuse me, Andrew. Did you mark  
19 this photograph as D?  
20 MR. STONE: This will be, I believe this is E.  
21 Am I right, Madam Court Reporter?  
22 COURT REPORTER: Yes. D was the photo of the  
23 sinkhole.  
24 MR. CHASIN: Oh, right. Sinkhole photo. Okay.  
25 And --

1 BY MR. CHASIN:  
2 Q Thank you. Okay, sir. So it appears on in  
3 this photograph that there is a truck that is over here  
4 to the left. You see that black truck there?  
5 A Yes.  
6 Q And I believe Mr. Chasin may have asked you  
7 previously about the sandbags and things of that nature,  
8 but to your knowledge, was Club Atlantis ever asked  
9 permission for the City or by, I should say, by the City  
10 to allow them to engage in MBRC Phase Three?  
11 A I do not know. That communication would've  
12 taken place, if any with -- between CIP and Club  
13 Atlantis.  
14 Q So capital improvement, right?  
15 A Capital improvement. Yes.  
16 Q I mean, with regard to a project that the City  
17 is completing as shown in this photograph based on your  
18 experience with the City, do you think the City needs to  
19 get Club Atlantis' permission to do this?  
20 A No.  
21 Q And that's because it's the City performing a  
22 capital improvement project on its property, correct?  
23 A That is correct.  
24 Q If the City were the one to engage in some  
25 type of project on Club Atlantis's property, that would

1 be a different story, correct?  
2 A That is correct.  
3 Q Thank you. With regard to project management,  
4 and then in other words, allowing vehicles to, let's  
5 say, drive up on to the City of Miami Beach sidewalk  
6 with that, you see the City of Miami Beach right over  
7 here?  
8 A Yes.  
9 Q So in terms of allowing vehicles to drive from  
10 the asphalt roadway up onto the sidewalk or over the  
11 grass and over onto the concrete padded area over here,  
12 who would be responsible for making such permissions?  
13 MR. HUNNEFELD: Objection, predicate.  
14 A I don't know. I don't know if in fact that  
15 truck drove over that area circled in yellow.  
16 Q Sure. In terms of driving, let's put it this  
17 way, driving, whether they took this path of travel or  
18 not. I'm not suggesting that I know how that truck got  
19 there. Okay?  
20 A Yeah.  
21 Q But let's just for hypothetical, if there was  
22 a JRT construction truck -  
23 A Sure.  
24 Q -- and they wanted to drive from the roadway  
25 up onto the City of Miami Beach sidewalk and over the

1 pavers and back their truck up next to the staging area,  
2 who would be responsible for saying yes or no to allow  
3 that to happen?  
4 MR. HUNNEFELD: Objection, form. Objection,  
5 predicate.  
6 A That would've stayed within the project  
7 management team with the capital improvement project.  
8 Q All right. So generally speaking, the project  
9 manager, in this case, it would be Paula. If JRT wanted  
10 to stage in this area and she saw them driving trucks  
11 over the public right-of-way, or over this area where  
12 the pavers were, she would have the power to tell JRT  
13 construction, "You can or cannot do that." Correct?  
14 A Yes.  
15 Q If she saw trucks up on that area and she  
16 said, "You know what guys, you cannot do that. I need  
17 you to park in the roadway and not drive over the paver  
18 area," she would have the power to do that as well.  
19 Correct?  
20 A Yeah. It's her contractor.  
21 Q The contractors, JRT would be -- would have to  
22 listen to Paula, correct?  
23 A Yeah, she was the project manager.  
24 Q And if let's say Club Atlantis were to go out  
25 there and there's a member of the association that, you

1 know, saw them doing that and driving over this area,  
2 JRT does not listen to Club Atlantis because it's not  
3 Club Atlantis's project, correct?  
4 A Correct.  
5 MR. HUNNEFELD: Objection, predicate.  
6 Q And quite frankly, if Ms. Salafia was walking  
7 up and down this area and she saw the trucks and she  
8 didn't want the trucks parking there, JRT wouldn't  
9 listen to her either. Correct?  
10 MR. HUNNEFELD: Objection, predicate.  
11 A Correct.  
12 Q Let me stop share just so I understand, I'm  
13 going to show you a picture or a series of pictures here  
14 that show the progress of this project. Okay? I just  
15 want to make sure we're within the same place and same  
16 location. Okay?  
17 A Okay.  
18 Q So let me share a screen. This is --  
19 hopefully you see this picture.  
20 A Yes.  
21 Q All right. We're going to mark this as F and  
22 this was previously marked as Exhibit 3 to Ms. Lafia's  
23 deposition, but this will be F for this deposition. You  
24 see the date on the left side here as 1-7-20? It came  
25 off the property appraiser website. You see that?

1 (ATLANTIS EXHIBIT F MARKED FOR IDENTIFICATION)  
2 A Yes.  
3 Q All right. In Ms. Salafia's deposition, I put  
4 this yellow rectangle around the area that we've been  
5 talking about where those pavers are. Do you see that?  
6 A Yes.  
7 Q And the area where I was showing you  
8 previously, where there were those zigzag pavers was  
9 across the street, but you recognize that it was in this  
10 -- in the approximate location where I'm showing you  
11 here. In other words, the sinkhole area.  
12 A The sinkhole? Yes.  
13 Q Now we see --  
14 MR. CHASIN: That was -- excuse me, Andrew.  
15 That was Exhibit D, the sinkhole picture.  
16 MR. STONE: Correct.  
17 MR. CHASIN: Got it. Okay.  
18 BY MR. CHASIN:  
19 Q So this aerial photograph, is this showing  
20 the, at least the phase of MBRC Phase Three at the  
21 initial stages?  
22 A Yes.  
23 Q And we see these trucks here. Do you see the  
24 three trucks that are depicted in this photograph?  
25 A Yes.

1 Q Do you know whether those trucks are JRT  
2 trucks, City trucks, or have any idea what those trucks  
3 are?  
4 A I don't know.  
5 Q Reasonable inference to suggest that these  
6 trucks are from JRT Construction?  
7 MR. HUNNEFELD: Object form. Predicate.  
8 A I wouldn't want to make that assumption.  
9 Q Okay. Better served to ask that of Paula?  
10 A Yes.  
11 Q Thank you. The project, however, were you  
12 generally familiar with what was going on with the  
13 project?  
14 A Yeah, from a very higher -- I'm not too  
15 familiar with exactly what they were doing, but I have  
16 some knowledge.  
17 Q The control as to where the fence line was  
18 going to be, how far it protruded into the public right-  
19 of-way, all those control factors were with the City  
20 and/or JRT construction, correct?  
21 A Yes.  
22 Q And if the City wanted to place the fence line  
23 more to the west or more to the east, it was under their  
24 control, correct?  
25 A Yes.

1 A Yes.  
2 MR. HUNNEFELD: Objection, predicate.  
3 Q Thank you. Last photograph. Let me share a  
4 screen. And this photograph has a date here, according  
5 to the property appraiser of January of this year, and  
6 just shows that -- and almost looks like a final phase  
7 there, or even a completed phase; is that right?  
8 A Yes.  
9 Q And this was the -- this was the project that  
10 was undertaken by the City to beautify this area and  
11 allow people to walk down a very pretty walkway with new  
12 foliage and basically a renovated area to get down to  
13 the boardwalk and the beach, right?  
14 A Yes.  
15 Q Okay. And that was a hundred percent under  
16 the control of the City of Miami Beach, that project,  
17 correct?  
18 A Yes.  
19 Q And they were -- City of Miami Beach was  
20 responsible for supervising JRT. In other words, if JRT  
21 was doing something wrong, the City was responsible for  
22 telling them they were doing something wrong. Correct?  
23 MR. HUNNEFELD: Objection, predicate.  
24 A Yes.  
25 Q Is JRT a preferred contractor with the City?

1 Q The City then also would've been aware that  
2 people that are walking on this public right-of-way up  
3 and down the Promenade, that that foot traffic would be  
4 siphoned over into a smaller area to then walk further  
5 south across to that International Language building,  
6 correct?  
7 A Yes.  
8 Q All right. This is F. Let me stop share. All  
9 right. We'll mark the next one as G. Do you see that  
10 photograph?  
11 (ATLANTIS EXHIBIT G MARKED FOR IDENTIFICATION)  
12 A Yes.  
13 Q So this is, we have a date there of 4-13-21.  
14 This would've been the months after Ms. Salafia's  
15 accident, but what we see here is a further phase of  
16 that capital improvement project, correct?  
17 A Yes.  
18 Q The blue rectangle still showing the area in  
19 question, correct?  
20 A Yes.  
21 Q And so, is this consistent with your  
22 understanding as to what the City of Miami Beach was  
23 doing in trying to make it more attractive and nicer  
24 area for people to walk to the beach or gain access to  
25 the beach through?

1 A No.  
2 Q Do you know --  
3 A There's no preferred contractors. We always  
4 go through a bidding process for all projects in the  
5 city.  
6 Q Okay. At any time before this incident, to  
7 your knowledge, did JRT ever report to the City about  
8 there being any problems or defects or hazards  
9 associated with the pavers, those zigzag pavers in the  
10 area where the accident happened?  
11 A To the best of my knowledge, I don't know that  
12 they did, and if they would have, they would've done so  
13 to the capital improvement project on department --  
14 Q So with regard to notification, if JRT for  
15 example would've seen, detected or caused any problems  
16 with the zigzag pavers in the area where the project was  
17 being done, you would've expected them to either report  
18 that to Paula, or for Paula to have seen such a  
19 condition if one existed, correct?  
20 A Correct.  
21 Q Okay. All right, let's do this. Let's take a  
22 five minute break, if you wouldn't mind. We'll come  
23 right back at 11:30, if that's okay.  
24 A No problem.  
25 MR. CHASIN: Okay.

1 MR. STONE: All right.  
2 COURT REPORTER: Okay.  
3 MR. CHASIN: Just remember, Andrew. Yeah,  
4 we --  
5 MR. STONE: Yup, I got it --  
6 MR. CHASIN: 12:30 and I got a couple of  
7 follow-up questions.  
8 MR. STONE: I'm doing the best I can, yes sir.  
9 COURT REPORTER: The time is now 11:26 and  
10 we're off record. See you all back.  
11 (OFF RECORD)  
12 COURT REPORTER: The time is now 11:34 and we  
13 are on the record.  
14 BY MR. CHASIN:  
15 Q All right. Mr. Rodriguez, again, thank you so  
16 much for taking your time here. It went a little bit  
17 longer than I expected, but that's just --  
18 A No problem.  
19 Q All right. Let me share a screen again. I'm  
20 going to show you back that Exhibit A. Let me just go  
21 back to that screen. I just have a couple questions  
22 here. All right. So you see the, that aerial picture,  
23 right?  
24 A Yes.  
25 Q During your due diligence or preparation for

1 Q The Royal Club building, do you have any idea  
2 where there's such a service agreement?  
3 A No.  
4 Q How about Traymore?  
5 A Nope.  
6 Q Or the Riviera?  
7 A Nope.  
8 Q Okay. Who would be the person to ask about  
9 the presence of any such service agreements with any of  
10 the other folio owners or private property owners that -  
11 - of the buildings to the west of the Promenade?  
12 A That would be through our records request with  
13 our city clerk's office.  
14 Q So that's how I would get that, correct?  
15 A Yes.  
16 Q But who in, within the City to your knowledge  
17 is responsible for making sure such service agreements  
18 exist?  
19 A When you say, "service agreements," are you --  
20 what are you referring to exactly?  
21 Q Yeah, so --  
22 A Service request?  
23 Q No. So remember the -- you know what you -- I  
24 appreciate you raising that, because it wasn't the  
25 clearest question in the world. You remember the e-mail

1 today's deposition, did you undertake any effort to  
2 determine whether the City has any service agreements  
3 with Triton Towers relative to any type of maintenance  
4 of the pavers on the east side of their building in the  
5 Promenade?  
6 A I did not.  
7 Q Same question with regard to Mirasol Towers.  
8 Are you aware or have you undertaken any efforts to  
9 determine whether there's a service agreement relative  
10 to the pavers in that Promenade area to the east of  
11 Marisol?  
12 A No.  
13 Q Same question as to Ocean Front Plaza.  
14 A No.  
15 Q And Atlantis, we know there is no service  
16 agreement, right?  
17 A Correct.  
18 Q There is my understanding that it's known as  
19 an International Language Center that's to the south of  
20 Atlantis across or to the south of 25th Street. Do you  
21 know whether there's any service agreement relative to  
22 the pavers that a but -- the concrete area in the  
23 Promenade behind or to the east of the International  
24 Language Center?  
25 A I do not.

1 that I showed you or that, not the e-mail, but the  
2 exchange that where I believe it was Matt or someone was  
3 referring to --  
4 A Okay. Yes. Okay.  
5 Q That agreement, what do you guys call that  
6 agreement?  
7 A Those are service requests.  
8 Q The -- I know that's a service request, but  
9 the agreement that he referred to, he called it a,  
10 "maintenance agreement," or a, "special agreement." What  
11 -- do you know what the exact title for that agreement  
12 should be?  
13 A It could be either a, "maintenance agreement,"  
14 or a, "covenant."  
15 Q Okay. So at the City, relative to the  
16 Promenade area that we've been discussing, that area  
17 from -- let me -- I'm sorry, 24th Street to the south up  
18 to call it 27th Street to the north. Who from the City  
19 would be responsible for determining or making sure that  
20 maintenance agreements or covenants were in place for  
21 the pavers in that area?  
22 A That'd be the public works department  
23 Q And who would be the person that I would speak  
24 to in the public works department regarding that issue?  
25 A At this time, it would be the right-of-way



1 manager.  
2 Q And who is that?  
3 A Myself.  
4 Q Okay. So, if there were a request made for  
5 any and all maintenance agreements or covenants relative  
6 to the right-of-way in this Promenade area, if that  
7 public records request were made, it would ultimately  
8 land on your desk?  
9 A That's correct.  
10 Q How long of an effort would it take for you to  
11 determine whether any agreements were in place?  
12 A It would be a significant effort.  
13 Q Okay. I understand. And to your knowledge,  
14 you're just not aware of any such agreements being in  
15 place for any of the other private property owners that  
16 we discussed?  
17 A I did not research for any of the other  
18 properties.  
19 Q Fair enough. All right. I'm going to show  
20 you just a couple pictures here. Madam Court Reporter,  
21 I believe I'm up to I, correct?  
22 COURT REPORTER: Yes, sir.  
23 Q Thank you, ma'am. All right. I'm showing you  
24 what we've now marked as Exhibit I. Can you tell me  
25 what this photograph shows?

1 Q Did that private enterprise, is that part of  
2 your department where they would have to get permission  
3 to do that from you?  
4 A No. That's actually managed through the  
5 parking department.  
6 Q The what?  
7 A The parking department.  
8 Q Oh, I see. But this private enterprise  
9 wouldn't be able to just stick their bikes on there  
10 without letting the City know, correct?  
11 A Correct.  
12 Q And the City would've approved this being  
13 installed?  
14 A The location, yes.  
15 Q These trees, the palm trees over to the right,  
16 to the east side of the concrete Promenade area that are  
17 both within the zigzag paver area and also outside of  
18 that area, who maintains those palm trees?  
19 A I cannot say with certainty who maintains  
20 them.  
21 Q In your testimony previously, I believe you  
22 indicated that one of the bases or basis or foundational  
23 pieces of information, which led you to believe that the  
24 zigzag pavers in question, the ones involved in the  
25 accident, were installed or owned by Atlantis, was that

1 (ATLANTIS EXHIBIT I MARKED FOR IDENTIFICATION)  
2 A This is a picture south of 25th Street looking  
3 north.  
4 Q Okay. And are you familiar with this being  
5 the International Language Center building?  
6 A Yes.  
7 Q And this area, basically again, it shows it's  
8 a view to the north, to the east would be the beach, and  
9 to the west or those folio number or folio owners,  
10 correct?  
11 A Yes, sir.  
12 Q And we see here the same zigzag pavers,  
13 correct?  
14 A Yes.  
15 Q And they're over on both the east, the east  
16 side of the concrete area and the west side of the  
17 concrete area. Do you see that?  
18 A Yes.  
19 Q And we -- over here to the right, what --  
20 these bicycles, are those owned and operated by the  
21 City?  
22 A No.  
23 Q Is that a private enterprise that put that  
24 bike station in there?  
25 A Yes.

1 they similar in other areas in front of Atlantis,  
2 correct?  
3 A In private property, yes.  
4 Q But you also -- and in other words, you also  
5 see that these same zigzag pavers are up and down the  
6 Promenade area to the south, and also to the north,  
7 correct?  
8 A Yes.  
9 Q Let me share a screen, and this we'll mark as,  
10 I think we're J.  
11 (ATLANTIS EXHIBIT J MARKED FOR IDENTIFICATION)  
12 COURT REPORTER: Yes, J.  
13 Q And sir, this is also a picture showing the  
14 area to the east of the concreted Promenade area, but  
15 also has those same zigzag pavers across from the  
16 International Language Center, correct?  
17 A Yes.  
18 Q And is it your testimony that if there was a  
19 public, a member of the public that were to find a  
20 defect or a problem in this area that, and they were to  
21 call or send an e-mail or do a service request to the  
22 website to the City, that the City would repair it?  
23 MR. HUNNEFELD: Objection, predicate.  
24 A The first thing that the City would do is  
25 secure the area, and then find out who is responsible to

1 maintain that and then make the party responsible, make  
2 the necessary repair.

3 Q And in the absence of a service agreement, if  
4 then fact there was no service agreement with the  
5 International Language Center, the City would undertake  
6 that remediation?

7 A Yes.

8 Q In terms of securing, I believe Mr. Chasin had  
9 asked you the protocol for the City would be -- well,  
10 let me just ask you: To secure an area that was reported  
11 as being a potential safety hazard, what would the City  
12 do to your knowledge?

13 A Yeah. You could place some cones, put some  
14 caution tape, something clear enough that will let the  
15 pedestrians know not to walk in that area.

16 Q Okay. Do you guys also have at your disposal,  
17 the, you know, fluorescent orange spray paint or  
18 something else where you could spray paint certain areas  
19 as you know, to warn of a problem?

20 A Yes.

21 Q Okay. In your experience, has the City  
22 undertaken such efforts in the past?

23 A We have in the past. Yeah.

24 Q Okay. Anything other than cones, caution tape  
25 and/or spray paint?

1 Q Okay. And we see the same zigzag pavers on  
2 either side of the concreted area, correct?

3 A Yes.

4 Q Is it your understanding that if there was a,  
5 let's say a sinkhole or a defect in the concreted area,  
6 that that would be the City's responsibility to fix?

7 A Yes.

8 Q This pole here, the light poles that we see up  
9 and down, there's another one down this way. Who owns  
10 the light poles?

11 A The City.

12 Q And so, if there's a problem with a light pole  
13 does -- or the area around a light pole in order to fix  
14 it, would they have to ask Royal Club in this case for  
15 permission to do that?

16 A No.

17 Q In this particular area, we see, for example a  
18 different color zigzag pavers to the right where I'm  
19 putting my cursor. Do you see that?

20 A Yes.

21 Q Do you know if the City has access to zigzag  
22 pavers while they're not the same color, but you see  
23 that they're the same shape over here?

24 A Yeah, to the best of my knowledge, no.

25 Q And these appear to be the same zigzag pavers

1 A No, that's pretty standard operating  
2 procedure.

3 Q Barricades, if necessary?

4 A Depending how big the hazard is, then we may  
5 have to go with bigger objects. Yes.

6 Q The City has all those materials at their  
7 disposal easily. Correct?

8 A We can make ourselves available to ourselves.  
9 Yeah.

10 Q In other words, those materials, the cone,  
11 caution tape, spray paint and barricades, that's part of  
12 your standard operating materials, right?

13 A Yes.

14 Q Okay. Wouldn't take long to put that down if  
15 you found it necessary, right?

16 A Correct. Yes.

17 Q Thank you. All right, sir. This is, we'll  
18 mark this as Defendant Atlantis Exhibit K. Can you tell  
19 me what this photograph shows?

20 (ATLANTIS EXHIBIT K MARKED FOR IDENTIFICATION)

21 A Looks like somewhere along the Promenade.

22 Q All right. If I were to tell you this is  
23 behind the Royal Club, do you have any reason not to  
24 agree with that?

25 A Yeah, this is closer to 24th Street.

1 as those outside the Atlantis, right?

2 A Yes.

3 Q Almost done here. Thank you for your  
4 patience. All right, sir. I'm showing you another  
5 photograph here. Do you know what this photograph  
6 shows?

7 A No, not from that picture.

8 Q All right. We'll mark this is Defendant  
9 Atlantis's Exhibit L. Do -- are you familiar with this  
10 area? In other words, just that looks like the same  
11 Promenade area we were talking about?

12 (ATLANTIS EXHIBIT L MARKED FOR IDENTIFICATION)

13 A It's hard to tell from the angle of the  
14 picture.

15 Q Okay. If I were to tell you that this  
16 photograph is the rear or the east side across the  
17 Promenade from the Traymore, do you have any reason to  
18 believe that's not the case?

19 A What's the address of the Traymore?

20 Q I'd have to look up --

21 A Or the location?

22 Q Yeah, give me a -- give me a second here. Let  
23 me stop share. We'll mark that as L, but give me one --  
24 I'll put it back up. The Traymore, my understanding, is  
25 the building south of Royal Club and north of Riviera.

1 A Between which streets?  
2 Q Between 24th and 25th.  
3 A Okay.  
4 Q Okay? Just from a context standpoint. Thank  
5 you. And let me just pull that back up. All right. And  
6 just looking at that photograph now that I've told you  
7 where about that building is located, does that refresh  
8 your recollection to where you can agree that this area  
9 is to the east side of the Traymore?  
10 A Yeah. Yes.  
11 MR. HUNNEFELD: Objection, predicate, form.  
12 Q Thank you. And you see there the same type of  
13 zigzag pavers in that area, correct?  
14 A Different color, but yeah.  
15 Q Maybe a little dirtier, huh?  
16 A (indiscernible).  
17 Q In terms of these palm trees that are in --  
18 contained within this zigzag paver area, do you know who  
19 maintains these palm trees?  
20 A No.  
21 Q Same question with regard to the area behind  
22 the Traymore. If you were to get one of those ticket  
23 items, service ticket items, you all would go out there  
24 and repair it, right?  
25 A Well, again, we would first secure the area

1 A Correct.  
2 Q Thank you. Fair to say, when you walk up and  
3 down this Promenade, there is -- there are areas that  
4 are concrete pads with -- looks like these square  
5 blocks, correct?  
6 A Yes.  
7 Q And then, in different patterns or different  
8 forms based upon where trees are planted or where trees  
9 are not planted, you have these zigzag pavers on either  
10 side of that Promenade, correct?  
11 A Yes.  
12 Q Thank you. Do you have any information as to  
13 whether or not JRT Construction remediated the condition  
14 that Mr. Chasin showed you earlier with the uplifted  
15 paver?  
16 A I'm not aware, no.  
17 Q Did you receive any charges or back charges,  
18 to your knowledge, from JRT construction regarding the  
19 repair of the uplifted pavers?  
20 A No, that would be -- if anything, that would  
21 be with the capital improvement project.  
22 Q Or do you know whether the City of Miami Beach  
23 had to, you know, charge JRT to do that work?  
24 A No, I'm not aware.  
25 Q All right. I don't have anything else for you

1 and make sure that whose responsibility to maintain, and  
2 then we'll go from there.  
3 Q Okay.  
4 COURT REPORTER: That was the same -- the same  
5 as the first Traymore picture?  
6 MR. STONE: It was. That's L. I pulled up the  
7 same picture. Yes, ma'am.  
8 COURT REPORTER: I just want to make sure.  
9 BY MR. CHASIN:  
10 Q Yes, ma'am. All right. Showing you one last  
11 picture here. And can you tell me what this photograph  
12 shows?  
13 A It looks like somewhere along the Promenade.  
14 Q All right. If I had tell you this is the area  
15 behind the Lorraine Hotel, do you have any reason to not  
16 agree with that?  
17 MR. HUNNEFELD: Objection, form.  
18 A No.  
19 Q Okay. And we see the similar or same type of  
20 squiggly or zigzag pavers on either side of the  
21 concreted area of that Promenade, correct?  
22 A Yes.  
23 Q Same question. If someone walking up and down  
24 this Promenade were to make that service request to the  
25 City, you'd follow the same protocol, correct?

1 at this time. Well, let me just ask you one question.  
2 You have not spoken to anybody at Club Atlantis about  
3 this accident, correct?  
4 A No.  
5 Q You haven't undertaken any investigation,  
6 speaking to anybody at Club Atlantis regarding the  
7 circumstances having to do with that litigation in 2006?  
8 A No.  
9 Q With regard to where that accident happened,  
10 you have no knowledge, correct?  
11 A No.  
12 Q With regard to any evidence and putting in  
13 quotes, "evidence," deposition testimony, statements,  
14 anything having to do with the 2006 litigation, you've  
15 not reviewed any of that, correct?  
16 MR. HUNNEFELD: Objection, form.  
17 A I -- can you rephrase your question?  
18 Q I'm happy to. I understand that there's a  
19 document or two that you've looked at that goes back to  
20 2006 that you've relied upon in your testimony to say  
21 that Club Atlantis owned or had a duty to maintain these  
22 pavers, correct?  
23 A Well, yeah. When I was -- when we were  
24 researching, preparing for this case, I spoke to Robert  
25 Aragon. In reviewing old case files, we came across a

1 document, something admissions from a previous case in  
2 which Club Atlantis had assumed responsibility for the  
3 maintenance of those pavers.  
4 Q Is that the first time that you became aware  
5 of that document?  
6 A Yes.  
7 Q When was that, that you first became aware of  
8 that document?  
9 A Sometime last year, before -- prior to my  
10 first deposition.  
11 Q Okay. So in preparation for your -- what was  
12 that, October? When was that deposition?  
13 MR. CHASIN: October 2021.  
14 Q Right. In preparation for your October 2021  
15 deposition, call it -- in September or October of that  
16 year, you reviewed those documents, correct?  
17 A Yes.  
18 Q Prior to -- prior to reviewing those  
19 documents, the City of Miami Beach was not operating in  
20 a way that was considering what those documents stated,  
21 correct?  
22 MR. HUNNEFELD: Objection. Objection to the  
23 form of the question. Objection, predicate.  
24 Q Do you understand what I mean by that?  
25 A I do understand, however, we always were under

1 Q Do you -- I mean, in terms of agreements with  
2 Club Atlantis, is it your testimony that the litigation  
3 document somehow is an agreement with the Club Atlantis  
4 about maintenance responsibility relative to those  
5 zigzag pavers?  
6 MR. HUNNEFELD: Objection, form. Objection,  
7 predicate.  
8 A I'm not understanding your question.  
9 Q Sure, sure. In other words, the fact that  
10 there was litigation in 2006 that you were aware of,  
11 that does not take the position of, or serve in any way  
12 as a covenant or a service agreement between Club  
13 Atlantis and the City relative to maintenance of the  
14 pavers, correct?  
15 MR. HUNNEFELD: Objection, form. Objection,  
16 predicate.  
17 A I don't know. I --  
18 Q Okay. And I understand. You're not a lawyer,  
19 right?  
20 A Yeah, I'm not.  
21 Q I understand. And going back to that document  
22 as it relates to the 2006 case, all I wanted to make  
23 sure of is, is that to your knowledge, no one after 2006  
24 went to Club Atlantis and discussed that litigation and  
25 told them in writing or otherwise that it was their

1 the -- we always had the position that Club Atlantis is  
2 responsible for the maintenance of those papers, even  
3 before I was made aware of that document.  
4 Q And that is not consistent with the 2018  
5 remediation that you did?  
6 MR. HUNNEFELD: Objection. Objection to the  
7 form of that question.  
8 A But then again, there are different  
9 circumstances. The -- there was a -- there was a safety  
10 concern that -- and like we've said before, our priority  
11 is safety. And if we see something, we must remedy that  
12 situation even before we start thinking about who's  
13 responsibility it is for. Just because the City fixed a  
14 sinkhole that may not have been the responsibility for  
15 the City to maintain, it does not mean that the City was  
16 responsible moving forward to continue to maintain those  
17 pavers.  
18 Q As a result of your review of the document  
19 that we've been talking about from the 2006 litigation,  
20 do you know whether a service agreement was ever then  
21 thought about or entertained to enter into, or a  
22 covenant to enter into, with Atlantis?  
23 MR. HUNNEFELD: Objection --  
24 A No. We were not able to find any of those  
25 documents at that time, either.

1 responsibility moving forward to maintain those pavers,  
2 correct?  
3 A I don't know.  
4 MR. HUNNEFELD: Objection, predicate.  
5 Q I'm sorry?  
6 A I don't know.  
7 Q Okay. And with regard to the litigation  
8 materials, other than the document that you saw or  
9 documents that you saw, you did not review any  
10 testimony, meaning depositions or statements from  
11 witnesses or recordings of witnesses relative to what  
12 happened in that litigation, correct?  
13 A The litigation back in 2006, right?  
14 Q Yes, sir.  
15 A I did not -- I did not review any of those  
16 documents.  
17 Q The pieces of paper that you reviewed were --  
18 was a request for admission response, correct?  
19 A Yes.  
20 Q A two-page document, right?  
21 A A two-page document.  
22 Q You reviewed nothing else?  
23 A Nothing else.  
24 Q Thank you.  
25 MR. CHASIN: Are you done, Andrew?

1 Q -- for you. I'm done. Thank you.  
2 MR. CHASIN: All right, Henry and Mr.  
3 Rodriguez, I have about 15, 20 minutes' worth of  
4 questions, maybe. Is that okay?  
5 MR. HUNNEFELD: Yeah. Okay.  
6 THE WITNESS: 15 minutes.  
7 MR. CHASIN: All right. I'll try to get it  
8 done. I've got to leave here by 12:30. I didn't  
9 anticipate such a long cross, but let's see if we  
10 can go through this. Andrew --  
11 MR. STONE: I apologize.  
12 REDIRECT EXAMINATION  
13 BY MR. CHASIN:  
14 Q Andrew, please bring up Exhibit E, the  
15 photograph of the pavers that you showed Mr. Rodriguez  
16 before. And on -- if I can show you my screen -- let me  
17 see if I can -- do you see that photograph on my screen,  
18 Mr. Rodriguez?  
19 (ATLANTIS EXHIBIT E MARKED FOR IDENTIFICATION)  
20 A No, I see the picture that Mr. Stone is  
21 showing.  
22 Q I see. Andrew, can you please enlarge the  
23 area to the right of the right circle so we get that up  
24 there? The right of this yellow circle, right next to  
25 this cone. And with the cursor right next to the cone,

1 don't you see what appears to be a tire track?  
2 A It's hard to tell from the picture.  
3 Q Of course, but can you rule out that's not a  
4 tire track?  
5 MR. HUNNEFELD: Objection to the form of the  
6 question.  
7 A But if -- I would be assuming.  
8 Q Sure. And with common sense and logic, isn't  
9 it fair to assume that trucks, regardless of whether  
10 they were with the contractor or someone else involved  
11 with the beach project, were driving right over these  
12 pavers while this project was ongoing?  
13 MR. HUNNEFELD: Objection, form. Objection,  
14 predicate.  
15 A I wouldn't be able to answer any of those  
16 questions related to the construction of the project.  
17 Q And if they were driving over this -- these  
18 pavers, it would've been Ms. Paula Vega's responsibility  
19 to A, allow this to occur or not, and certainly make  
20 sure that there wasn't a dangerous tripping hazard that  
21 was created by these trucks driving over these pavers.  
22 Is that correct?  
23 MR. HUNNEFELD: Objection, form.  
24 A Any questions -- any questions related to the  
25 construction would fall under this type of improvement

1 project.  
2 Q And would be Ms. Vega's responsibility as a  
3 project manager to allow or not?  
4 MR. HUNNEFELD: Objection, predicate.  
5 A I don't know if she would've allowed that to  
6 happen or not.  
7 Q But she would've had the authority to disallow  
8 it, correct?  
9 MR. HUNNEFELD: Objection, predicate.  
10 A Yes.  
11 Q All right. Thank you, Andrew. You can stop  
12 at that screen share. Let me go back and show you some  
13 further documents. Okay, you're looking at a sidewalk,  
14 and I'm going to mark this as -- it's called, "Nimitz  
15 2." Do you know when this photograph was taken, Mr.  
16 Rodriguez?  
17 (NIMITZ EXHIBIT 2 MARKED FOR IDENTIFICATION)  
18 A No.  
19 Q Assume for me it was taken in the Nimitz  
20 litigation in 2006 or 2007. Do you see the very same  
21 pavers that are involved in this litigation?  
22 A The various what?  
23 Q The very same pavers, the zigzag pavers,  
24 involved in this litigation?  
25 A Yes.

1 Q All right. And these pavers go from a walkway  
2 all the way up to what was then Miami Beach Drive, the  
3 concrete pads, which were ongoing, actually sewer  
4 construction at the time. You see that?  
5 MR. HUNNEFELD: Objection, form of the  
6 question.  
7 A Yes.  
8 Q All right. And you've now listened to about  
9 two hours of questioning from Club Atlantis's attorney  
10 as to who owned these pavers or not, and there are  
11 similar pavers at other condominiums along Miami Beach  
12 Drive, correct?  
13 A Yes.  
14 Q You don't know if all the various contractors  
15 got together many years ago and said, "Gee, it would  
16 look silly if we had different pavers at each of our  
17 properties, so maybe we all ought to use the same pavers  
18 so that our properties look to be in alignment as people  
19 stroll along the then-existing Miami Beach Drive," do  
20 you?  
21 A Correct. I don't know that.  
22 Q Okay. Let me show you the next photograph.  
23 This is the -- what's called a, "request for admission,"  
24 back in 2007, signed by the attorney for Club Atlantis,  
25 where Club Atlantis admitted that it owned the exterior

1 brick pavers between Club Atlantis condominium building  
2 and 26th Street adjacent to the concrete sidewalk, and  
3 the exterior brick pavers between Club Atlantis  
4 condominium building and Miami Beach Drive. The  
5 defendant denies any remaining portion of the request to  
6 the extent that it describes portions of the brick  
7 pavers that lie within Miami Beach Drive. You see that,  
8 Mr. Rodriguez?  
9 A Yes.  
10 Q This is the same document --  
11 MR. HUNNEFELD: I'm just -- okay, I'm just --  
12 I'm just going to make an objection to the line of  
13 questioning. Move to strike as being, not  
14 reasonably calculated in this case, but proceed with  
15 your questions. I don't want to interrupt. I just  
16 wanted a standing objection to anything relating to  
17 the request for admission.  
18 MR. CHASIN: You have a standing objection.  
19 MR. HUNNEFELD: Thank you, sir.  
20 BY MR. CHASIN:  
21 Q You've now heard questions for two hours, Mr.  
22 Rodriguez, about who owns the brick pavers. Isn't it  
23 true that going back to 2007, Club Atlantis admitted  
24 that they owned those brick pavers?  
25 MR. HUNNEFELD: Form.

1 to the sidewalk?  
2 A Yes.  
3 MR. HUNNEFELD: Object to the form.  
4 Q These very same zigzag pavers were the same  
5 ones that Club Atlantis admitted that they owned and  
6 maintained dating back to 2007. Isn't that correct?  
7 A Yes.  
8 MR. HUNNEFELD: Same objection.  
9 Q So when Club Atlantis -- and Andrew, can you  
10 please get up the sinkhole exhibit?  
11 MR. STONE: Yep.  
12 MR. CHASIN: I'll mark the admission Nimitz 4,  
13 by the way. So I have Nimitz one, two, and three.  
14 Yeah. I -- my share Andrew, just get yours up. The  
15 one with the --  
16 (NIMITZ EXHIBIT 3 MARKED FOR IDENTIFICATION)  
17 MR. STONE: Sure. Which -- do you want the one  
18 for the request?  
19 MR. CHASIN: Yeah, I think that might be  
20 Exhibit C.  
21 MR. HUNNEFELD: Sinkhole is D.  
22 MR. STONE: You want this?  
23 MR. CHASIN: The request, Henry, is C.  
24 MR. HUNNEFELD: Oh.  
25 MR. STONE: Here you go.

1 A Yeah.  
2 Q Regardless of whether there is a maintenance  
3 agreement between the City and Club Atlantis, in a court  
4 of law Club Atlantis admitted that they owned the very  
5 brick pavers that you were questioned about for two  
6 hours by Club Atlantis attorney. Isn't that correct?  
7 A Yes.  
8 MR. HUNNEFELD: Same objection.  
9 Q And it doesn't matter whether these brick  
10 pavers are on what's called a right-of-way as depicted  
11 in the Exhibit Nimitz 2 right here, correct?  
12 A Correct.  
13 Q So Club Atlantis admitted that even though the  
14 zigzag pavers were on what would be considered a public  
15 right-of-way, they owned and had the duty to maintain  
16 them dating back to 2007, correct?  
17 A Yes.  
18 MR. HUNNEFELD: Same objection.  
19 COURT REPORTER: Just a question, I --  
20 Q Exhibit 1.  
21 COURT REPORTER: Oh, go ahead.  
22 Q The gentleman in this picture I'm going to ask  
23 you to assume was a gentleman named Mr. Nimitz who fell  
24 in 2006 and pointed out where he fell on this tripping  
25 hazard. You see the same zigzag pavers that go right up

1 MR. CHASIN: Okay? It's Exhibit C.  
2 MR. STONE: Yep.  
3 BY MR. CHASIN:  
4 Q Now, you see, Mr. Rodriguez, that on November  
5 20, 2018, the City received a complaint that appears to  
6 be from Club Atlantis because it says, "2555 Collins  
7 Avenue," and it says that, "Since Hurricane Andrew,  
8 there is a sinkhole behind our building." It seems  
9 common logic that it would be from Club Atlantis,  
10 correct?  
11 A Yeah. Yes.  
12 Q And it says, "Yesterday, someone fell as a  
13 result, and that we need this repaired," correct?  
14 A Correct.  
15 Q And even though Club Atlantis admitted that  
16 they owned and maintained these very pavers dating back  
17 to 2007, for some reason, Club Atlantis had a sinkhole  
18 there since Hurricane Irma and had not repaired it. Is  
19 that a fair and accurate description of this?  
20 A Yes.  
21 MR. HUNNEFELD: Objection to the form.  
22 Mischaracterizes the testimony.  
23 Q And for one reason or another, Club Atlantis  
24 was not going to repair it, but it told the City the  
25 City had to repair it?

1 MR. HUNNEFELD: Form.  
 2 Q Is that correct?  
 3 A Yes.  
 4 Q And the City, even though it may not  
 5 technically have owned or maintained those pavers, went  
 6 ahead and six months later hired this contractor, Metro  
 7 Express, to repair the sinkhole, correct?  
 8 A Correct.  
 9 Q So it -- does it seem to me and you, Mr.  
 10 Rodriguez, that from everything you've now learned in  
 11 this deposition that these pavers, even though there may  
 12 be other pavers up and down Miami Beach Drive and other  
 13 builders -- with other buildings were clearly admitted  
 14 to be owned and maintained by Club Atlantis?  
 15 A Yeah.  
 16 MR. HUNNEFELD: Object to the form. Move to  
 17 strike.  
 18 A Yes.  
 19 Q And during the beach renovation, Miami Beach  
 20 Drive was really substantially narrowed to the point  
 21 where the Miami Beach directed people to walk right over  
 22 this public right-of-way, which consisted of these  
 23 pavers, correct?  
 24 A Yes.  
 25 Q And unfortunately, Ms. Salafia apparently

1 A Again --  
 2 MR. HUNNEFELD: Objection. Objection,  
 3 predicate.  
 4 A -- that could have been somebody else's  
 5 vehicle. I wouldn't be -- I would be assuming.  
 6 Q So even though the Club Atlantis may have  
 7 technically owned these pavers, the dangerous condition,  
 8 the uneven surface, may have actually been created by  
 9 the work that was done during this renovation project,  
 10 correct?  
 11 MR. HUNNEFELD: Objection. Objection,  
 12 predicate. Objection, form.  
 13 A I do not know.  
 14 Q But what you do know is, you're unaware of any  
 15 inspection record whatsoever from the City from the time  
 16 this inspection project began to when Ms. Salafia fell  
 17 that actually went over this area and determined whether  
 18 there were any trip hazards. Is that correct?  
 19 MR. HUNNEFELD: Objection, predicate.  
 20 A I'm not aware.  
 21 Q Okay. Thank you, Mr. Rodriguez, for your  
 22 time. Those are all the questions I have.  
 23 MR. HUNNEFELD: All right. We read.  
 24 MR. CHASIN: Okay. Thank --  
 25 MR. HUNNEFELD: Everybody have a nice Passover,

1 tripped on a paver that was greater than a quarter-inch  
 2 in differential height, meaning it was considered to be  
 3 unsafe under the City's own ADA standards. Is that  
 4 correct?  
 5 MR. STONE: Object to the form.  
 6 MR. HUNNEFELD: Objection. Objection, form.  
 7 Objection, predicate.  
 8 BY MR. CHASIN:  
 9 A Yes.  
 10 Q And from all the photographs you've seen, and  
 11 the beach renovation project, the contractors may have  
 12 actually been driving their vehicles right over these  
 13 very pavers so they'd have a place to park during the  
 14 work day?  
 15 MR. HUNNEFELD: Objection, predicate.  
 16 A Say that again?  
 17 Q From everything you've seen for a period of  
 18 months, the contractors may have been driving vehicles  
 19 right over these very pavers where people -- where Ms.  
 20 Salafia was walking.  
 21 MR. HUNNEFELD: Objection, predicate.  
 22 A I cannot answer that question. That would  
 23 have to be the construction team.  
 24 Q Well, from everything you know, that may be a  
 25 reasonable inference, correct?

1 and --  
 2 COURT REPORTER: Okay. Do we -- do we want to  
 3 go over those first couple of exhibits from the  
 4 first portion? The three and four that we were  
 5 confused about?  
 6 MR. CHASIN: Yeah, Andrew, you can take us off  
 7 the screensaver if you wish.  
 8 MR. STONE: Sorry about that. I forgot I was  
 9 still screen-saving.  
 10 MR. CHASIN: Andrew, I presume you're going to  
 11 order this up?  
 12 MR. STONE: I'll go ahead and order it, and  
 13 Breanna, can you just give me your e-mail so that I  
 14 can forward you my exhibits, and I'll CC Henry and  
 15 Keith on those as well?  
 16 COURT REPORTER: Yeah. That'll be  
 17 transcripts@courtscribes.com.  
 18 MR. STONE: Do you mind putting that in the  
 19 chat?  
 20 COURT REPORTER: Absolutely, I can.  
 21 MR. CHASIN: Yeah. I'll copy you on that,  
 22 Andrew.  
 23 MR. HUNNEFELD: I'll take the copies.  
 24 MR. STONE: Yeah, and I'll send it to you guys,  
 25 yes.

1 MR. CHASIN: And I'll take a copy of it,  
 2 Breanna, and I'll send you my exhibits, and I'll go  
 3 over them in a second. And of course, we want the  
 4 video synced once the transcript is done.  
 5 MR. HUNNEFELD: And Breanna, if you could send  
 6 me a mini as well as the regular copy?  
 7 COURT REPORTER: Send you a --  
 8 MR. HUNNEFELD: Mini.  
 9 COURT REPORTER: Mini, as well as the regular?  
 10 MR. HUNNEFELD: Yes, please.  
 11 COURT REPORTER: Okay.  
 12 MR. CHASIN: Henry, thank you very much. Happy  
 13 Easter and Passover.  
 14 (ATLANTIS' EXHIBITS H AND M MARKED FOR  
 15 IDENTIFICATION)  
 16 (DEPOSITION CONCLUDED AT 12:18 P.M.)  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 CERTIFICATE OF OATH  
 2  
 3 STATE OF FLORIDA  
 4 COUNTY OF: MIAMI-DADE  
 5  
 6 I, the undersigned, certify that the witness in  
 7 the foregoing transcript personally appeared before  
 8 me and was duly sworn.  
 9  
 10 Identification: Produced Identification  
 11  
 12  
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BREANNA BAURLEY  
 Court Reporter, Notary Public  
 State of Florida  
 Commission Expires: 12/28/2025  
 Commission Number: HH 211975

1 REPORTER'S CERTIFICATE  
 2  
 3 STATE OF FLORIDA  
 4 COUNTY OF: MIAMI-DADE  
 5  
 6 I, BREANNA BAURLEY, Notary Public in and for the  
 7 State of Florida at Large, do hereby certify that I  
 8 made an accurate and complete digital recording of  
 9 the deposition in the above-styled case.  
 10  
 11 I further certify that I am not a relative,  
 12 employee, attorney or counsel of any of the parties,  
 13 nor am I a relative or employee of any of the parties  
 14 attorney or counsel connected with the action, nor  
 15 financially interested in the action.  
 16  
 17 Dated this 2 day of May, 2022.  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

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BREANNA BAURLEY

1 CERTIFICATE OF TRANSCRIPTIONIST  
 2  
 3 STATE OF FLORIDA  
 4 COUNTY OF MIAMI-DADE  
 5  
 6 I, the undersigned, certify that I was authorized  
 7 to and did transcribe to the best of my ability the  
 8 foregoing audio provided to me by the Offices of  
 9 Milestone Reporting Company, Inc., and that the  
 10 transcript is a true and accurate representation of the  
 11 recording as heard by me.  
 12  
 13 I further certify that I am not a relative,  
 14 employee, attorney or counsel of any of the parties nor  
 15 am I a relative or counsel connected with the parties'  
 16 attorneys or counsel associated with the action, nor am  
 17 I financially interested in the outcome of the action.  
 18  
 19 Submitted on: May 2, 2022.  
 20  
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 22  
 23  
 24  
 25

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KATIE O'MALLEY



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