

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

LOUIS JEAN BAPTISTE, CARDINAL
ANDREWS, and VALERIE HUNTER,
for the use and benefit of other property
owners within New World Condominium
Apartments Condominium Association, Inc.,

CASE NO. 2023-001716-CA-01

SECTION: CA-11

Plaintiffs,

v.

NEW WORLD CONDOMINIUM
APARTMENTS CONDOMINIUM
ASSOCIATION, INC.,

Defendant.

**RECEIVER'S EIGHTH REPORT AND APPLICATION FOR
ORDER AUTHORIZING PAYMENT OF FEES AND EXPENSES**

The Hon. David M. Gersten (Ret.), the court-appointed Receiver (the "Receiver") in the above-captioned action, submits his seventh report regarding the above-referenced matter, along with his request for authorization of interim professional fees and expenses.

I. Summary of the Receiver's Activities.

A. Employment of Professionals.

The Receiver continues to engage the following professionals referenced in his Preliminary Report [D.E. 23], Second Report [D.E. 29], Third Report [D.E. 40], Fourth Report [D.E. 49], Fifth Report [D.E. 51], Sixth Report [D.E. 53], and Seventh Report [D.E. 56] including (i) his law firm, Gordon Rees Scully Mansukhani LLP ("GRSM"), (ii) Damian | Valori | Culmo as lead counsel to assist with legal matters, including preparation and filing of court documents, and operating the Association ("Lead Counsel"), and (iii) an experienced real estate lawyer, Richard ("Rick") Zelman, Esq., through his law firm, Sacher Zelman Hartman, P.A., to assist in title related matters

concerning the partition action described *infra* (“Special Counsel”). The Receiver has also retained Jacqueline D. Greenberg, CPA, LLC regarding preparation of Association tax filings and Berger Singerman, LLP regarding opening an estate regarding Cardinal Andrews (“Probate Counsel”).

The foregoing professionals have been instrumental to the Receiver’s success in this case for the reasons set forth in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56], and this report, as well as their continued assistance in evaluating the Association’s rights and obligations, investigating and pursuing the Association’s claims, defending claims against the Association, operating the Association on an interim basis, determining the estimated and/or potential value of the Receivership Estate (*i.e.*, matters impacted by the value of the condominium property), communicating with the unit owners/residents of the Association, adjusters, creditors, and others with interest in the property, and providing such persons with necessary information regarding the subject receivership.

B. Finances and Assets of the Association and Receivership Estate.

The Receiver had all funds of the Association transferred to Lead Counsel’s fiduciary account from the bank at which the Association had an account at the time the Order Appointing Receiver [D.E. 10] was entered. The Receiver has also collected some regular maintenance payments from the Association membership. The Receiver attaches a current financial accounting report as of February 13, 2025, attached hereto as **Exhibit 1** (Standard Fund Accounting Report).

The Court approved the payment of certain creditors of the Association and some fees of professionals on April 24, 2023 [D.E. 24], September 19, 2023 [D.E. 35], December 7, 2023 [D.E. 42], February 26, 2024 [D.E. 50], May 29, 2024 [D.E. 52], and September 13, 2024 [D.E. 55]. The Court also approved two loan certificates in the amount of four-hundred-thousand dollars (\$400,000) for payment to certain creditors and professionals on March 28, 2023 [D.E. 21], and in

the amount of five-hundred-thousand dollars (\$500,000) for the demolition of the structurally damaged building on the condominium property and payment of other receivership expenses on August 17, 2023 [D.E. 31]. Damian | Valori | Culmo used its law firm line of credit to loan the Association \$111,000 at the rate that the Firm pays on its line for Association expenses.

C. The Association's Business Operations.

Pursuant to the Order Appointing Receiver [D.E. 10], the Receiver investigated the business operations, management duties, and responsibilities of the Association, and began the collection of maintenance fees, the handling of payments to contractors or other creditors, maintenance of the Association, day-to-day functions of the Association (such as security, fencing, debris removal, compliance with governmental orders, and garbage removal), and relations with unit owners and residents, among other things.

The Receiver and his professionals continue to maintain unit owner and resident relations by updating the receivership website (<https://newworldcondoreceivership.com/>), and communicating with unit owners and residents and other interested parties via e-mail (newworldreceivership@gmail.com) and the direct phone line for the receivership (786-854-7523). Since the Receiver filed his Fourth Report [D.E. 49], the Receiver, through Lead Counsel, notified the unit owners and other interested parties of updates concerning the partition action referenced *infra*, and communicated with unit owners and others interested, along with Special Counsel, regarding several title related matters in preparation of the anticipated sale of the condominium property, among other things. Lead Counsel continues to field calls and emails from residents and unit owners each week, answering questions or providing requested information or both. The Receiver and Lead Counsel have also held fifteen Zoom Meetings to date for the purpose of keeping unit owners abreast of significant developments and to answer questions. The most

recent Zoom Meeting was held on December 19, 2024. The next Zoom unit owner meeting is scheduled for March 27, 2025.

D. Retrieval of Belongings.

As set forth in the Receiver's prior reports [D.E. 23, 29, 40, 49, 51, 53, 56], the Building Official for the City of Miami Gardens authorized certain unit owners to retrieve their personal belongings from certain units, and all authorized residents and unit owners who scheduled appointments successfully retrieved their personal belongings from their units and their vehicles from the property.¹

E. Written Notice Required for Repairs.

As referenced in the Receiver's prior reports [D.E. 23, 29, 40, 49, 51, 53, 56], the Receiver and Lead Counsel did not receive written notice to repair the condominium property from 70% of unit owners as required by section 12.8(b)(ii) of the Declaration of Condominium (Book 17301, Page 1661), and therefore, the Association is to dissolve pursuant to its Declaration of Condominium. The Receiver, through Lead Counsel, filed claims for declaratory judgment as to the dissolution and for partition of the condominium property as referenced *infra*.

F. Demolition.

As set forth in the Receiver's Third Report [D.E. 40], the Receiver, through Lead Counsel, moved the Court to allow the Receiver to demolish the structurally damaged building on the condominium property and enter into an agreement to borrow the funds needed for such demolition on August 16, 2023 [D.E. 30]. The Court approved the demolition and related loan certificate, and

¹ All unit owners and residents which were not authorized to retrieve their personal belongings due to life/safety concerns (*i.e.*, Unit Nos. 214-236) were notified of non-authorization, and provided background information as to why access was prohibited, as well as photographs of the condition of their units.

authorized the Receiver to enter into negotiations with the bidders, and a contract, to demolish the buildings based on cost and other variables to obtain the best quality and value for the owners on August 17, 2023 [D.E. 31]. And, on September 13, 2023, the Receiver, through Lead Counsel, notified the unit owners and others interested in the condominium property of the Court-approved demolition via email and a Notice of Demolition filed in the above-captioned action [D.E. 32]. Such notice also provided that Demolition Gods LLC was contracted to perform the demolition.

In preparation of the permitting process and demolition, Demolition Gods LLC took drone footage and photographs of the condominium property, obtained an asbestos report, and obtained a survey of the property. And, the Receiver, through Lead Counsel, executed a notice of commencement for the demolition and related permit applications.² The related permit applications were submitted to the Building Official for the City of Miami Gardens on or about October 2, 2023. The Building Official for the City of Miami Gardens issued and approved the master demolition permit on or about January 26, 2024, and issued and approved the sub-permit for plumbing on or about February 1, 2024.

The demolition commenced on March 20, 2024 and was completed on May 23, 2024. The property is currently being maintained as a vacant lot, which will be available upon approval in the partition action for sale. Maintenance involves landscaping work as well as removal of illegally dumped waste.

² The first permit application authorizes Demolition Gods LLC to demolish the building, and the second permit application authorizes a sub-contractor of Demolition Gods LLC, PlumDam Amazing, Inc., to cap the sewer and install a hose necessary to demolish the building. Another sub-permit for landscaping was also submitted as necessary for the demolition.

G. Legal Proceedings Filed Against, *Inter Alia*, the Association.³

i. Eliteway Class Action (f/k/a Whitfield Class Action).⁴

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56], the Association is no longer a party to the class action lawsuit initially filed by one of the unit owner’s tenants, Shekita Whitfield, against the Association and its former property management company and former board members on March 3, 2023. *See Whitfield, et al. v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-003137-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Whitfield Class Action”).

Since the filing of the Receiver’s Second Report [D.E. 29], the court in the Whitfield Class Action entered an unopposed order granting plaintiff’s motion to amend the case caption to reflect the names of unit owners (instead of the tenant, Ms. Whitfield, who initially filed the lawsuit), and the caption of the Whitfield Class Action was amended to remove Ms. Whitfield and is now styled as *Eliteway Capital Investments, LLC, et al. v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-003137-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Eliteway Class Action”).

Since the filing of the Receiver’s Seventh Report [D.E. 56], the Receiver, through Lead Counsel, monitors the Eliteway Class Action as needed.

³ These cases were filed against the Association in violation of the stay provision set forth in the Order Appointing Receiver [D.E. 10], which states: “A stay is hereby imposed, prohibiting all persons and entities from commencing [] any litigation against . . .the ASSOCIATION without prior approval of this Court.” [D.E. 10, at ¶ A].

⁴ As set forth in the Receiver’s Third Report [D.E. 40], the “Eliteway Class Action” was referred to as the “Whitfield Class Action” in the Receiver’s First and Second Reports [D.E. 23, 29], and is now being referred to as the “Eliteway Class Action” pursuant to the Unopposed Order on Motion to Amend Case Caption entered in the same case now styled *Eliteway Capital Investments, LLC, et al. v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-003137-CA-01 (Fla. 11th Cir. Ct. 2023).

ii. Thomas Class Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56], certain tenants of certain unit owners filed a lawsuit against the Association and its former property management company on July 11, 2023. *See Thomas, et al. v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-019490-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Thomas Class Action”). After initially including the Association as a defendant in that case, the plaintiffs amended their complaint to, *inter alia*, drop the Association as a party, and therefore, the Association was then no longer a party to that action.

The plaintiffs in that case served a third-party subpoena duces tecum upon the Association in the Thomas Class Action, which required the Receiver to respond and produce documents. Also, the plaintiffs in that case moved the Court in the above-captioned action to partially lift the stay of litigation [D.E. 36] imposed by the Court in the Order Appointing Receiver [D.E. 10, at § A]. Prior to the February 5, 2024, hearing on the foregoing motion, counsel for the plaintiffs in the Thomas Class Action and the Receiver, through Lead Counsel, agreed to the form of a stipulated order to partially lift stay. Following the foregoing hearing, the Court entered the Stipulated Order to Partially Lift Stay [D.E. 47] on February 5, 2024. Pursuant to such order, the above-referenced stay is lifted under the following conditions: (i) the third-party plaintiffs are “permitted to bring an action naming the Association as a [d]efendant,” (ii) any requested “relief against the Association will be limited to the maximum amount they can recover from the Association’s insurance policy, to the extent there is coverage,” and (iii) such plaintiffs “(and, in the event of class certification, their represented class) are barred from seeking recovery from the assets of the Association.” [D.E. 47, at ¶¶ 2-4].

iii. The Valtom Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56], one of the unit owners, Valtom, LLC, filed a lawsuit against the Association and its former property management company and former board members on April 11, 2023. *See Valtom, LLC v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-012984-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Valtom Action”). Valtom, LLC voluntarily dismissed its action without prejudice.

iv. The Forty Year Investment Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56], one of the unit owners, Forty Year Investment, LLC, filed a lawsuit against the Association, and its former property management company and former board members on March 31, 2023. *See Forty Year Investment, LLC, v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-012973-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Forty Year Investment Action”). Forty Year Investment, LLC voluntarily dismissed its action without prejudice.

v. The Deutsche Bank Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56], Deutsche Bank National Trust Company filed a complaint for foreclosure against, *inter alia*, a unit owner, his wife, and the Association on July 27, 2023. *See Deutsche Bank National Trust Co. v. King, et al.*, Case No. 2023-020443-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Deutsche Bank Action”). Service of process had not been properly effectuated upon the Association (*i.e.*, it appears that the plaintiff in that case defectively served the Florida Secretary of State). The Receiver and Lead Counsel appeared in the Deutsche Bank Action on November 14, 2023. Thereafter, the Receiver moved to transfer that case from Division CA-07 to the above-captioned Division CA-11, and moved to dismiss or stay the Deutsche Bank Action. Prior to the January 31, 2024, hearing on the motion

to transfer, counsel for Deutsche Bank agreed to the requested transfer, and therefore, the transfer was granted on January 31, 2024. And, the same day, counsel for Deutsche Bank agreed to a stay of litigation pending the resolution of the partition action referenced *infra*. A hearing on the matter was held on February 22, 2024, and the Court entered an Order Placing Case on Inactive Status on February 23, 2024.

vi. Mechanic's Lien.

As referenced in the Receiver's Second, Third, Fourth, Fifth, Sixth, and Seventh Reports [D.E. 29, 40, 49, 51, 53, 56], the Receiver, through Lead Counsel, demanded the roofing companies which were working on the Association's roof at the time of the January 28, 2023 fire remove the mechanic's lien which they filed against the Association on July 7, 2023 (Book 33784, Pages 1200-1201) because such lien was untimely and otherwise deficient. The roofing companies failed to respond to the foregoing demand. As such, the Receiver, through Lead Counsel, served subpoenas duces tecum upon the corporate representatives of the roofing companies, as well as the owners of the roofing companies. The corporate representative of one of the roofing companies, Elite Innovation Construction, Inc., and its owner, Elrod A. Phillips, Jr. (a/k/a Elrod Phillips), did not appear for their scheduled depositions on November 7, 2023. The corporate representative of the other roofing company, D.J.T.H., LLC, and its owner, Herby Myrtil (a/k/a Herby Myrtil) appeared for their scheduled depositions on November 22, 2023. Following the foregoing events, the Receiver, on behalf of the Association, commenced a separate action against Elite Innovation Construction, Inc. and its owner, Elrod A. Phillips, Jr. (a/k/a Elrod Phillips), to quiet title and discharge the above-referenced mechanic's lien. Further information concerning that action is set forth *infra*.

vii. The US Bank Action

US Bank Trust, N.A. filed a complaint for foreclosure against, *inter alia*, a unit owner and the Association on September 16, 2024. *See US Bank Trust National Association. Not in its Individual Capacity but Solely as Owner Trustee for VRMTG Assert Trust. v. Small, et al.*, Case No. 2024-17645-CA-01 (Fla. 11th Cir. Ct. 2024) (the “US Bank Action”). The Receiver and Lead Counsel appeared in the US Bank Action on November 14, 2024. On the same day, the Receiver moved to transfer that case from Division CA-09 to the above-captioned Division CA-11 and moved to dismiss or stay the US Bank Action. The motion to transfer was heard on January 29, 2025, via Zoom and was granted that same day. The Receiver has or will move to stay the US Bank Action.

H. Legal Proceedings Brought by the Receiver.

i. The Partition Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56], the Receiver, through Lead Counsel, filed a complaint for partition and declaratory judgment against the unit owners and other interested parties with the intent of having the condominium property converted into a fee simple estate to be sold and that the sales proceeds will be distributed in accordance with the Order Appointing Receiver [D.E. 10] and further orders of the Court. *See Gersten v. Higgs, et al.*, Case No. 2023-015785-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Partition Action”).⁵

The Receiver moved for summary judgment on December 18, 2024 [D.E. 500] as to Counts I and II of the Second Amended Complaint and petitioned the Court to, *inter alia*, appoint the

⁵ The Receiver seeks a partition of the condominium property, as well as a judicial determination that the Association is terminated pursuant to section 12.8 of the Declaration of Condominium because 70% or more of the unit owners did not agree in writing to repair the condominium property within 60 days of the January 28, 2023 fire, *i.e.*, by March 29, 2023.

Receiver as Special Magistrate pursuant to section 64.061(4), Florida Statutes, for the purpose of selling the Condominium Property free and clear of all liens and encumbrances.

The Receiver remains hopeful that the Partition Action will result in the condominium property being converted into a fee simple estate, and then sold, and that the funds from the sale will be distributed in accordance with the Order Appointing Receiver [D.E. 10] and further orders of the Court.

ii. The Prestige Action.

As referenced in the Receiver’s Second, Third, Fourth, Fifth, Sixth, and Seventh Reports [D.E. 29, 40, 49, 51, 53, 56], the Receiver, through Lead Counsel, sued the Association’s former property management company, Prestige Management Solutions, Inc. (“Prestige”), for gross negligence, common law breach of fiduciary duty, and statutory breach of fiduciary duty in the case styled *Gersten v. Prestige Management Solutions, Inc.*, Case No. 2023-019453-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Prestige Action”). In response to the complaint, Prestige moved for a more definite statement.

Since the filing of the Receiver’s Third Report [D.E. 40], the Receiver moved the Court to stay the Prestige Action, or, in the alternative, to extend its case management deadlines. Thereafter, counsel for Prestige agreed to the requested stay, and the Court entered its Agreed Order Placing Case on Inactive Status on January 8, 2024.

iii. The Mechanic’s Lien Action.

On December 15, 2023, the Receiver, through Lead Counsel, sued, *inter alia*, the roofing company which was working on the Association’s roof at the time of the January 28, 2023 fire, Elite Innovation Construction, Inc. (“Elite Innovation”), and its owner, Elrod A. Phillips, Jr. (a/k/a Elrod Phillips), to discharge the untimely and otherwise deficient mechanic’s lien which they filed

against the Association on July 7, 2023 (Book 33784, Pages 1200-1201) in the case styled *Gersten v. Elite Innovation Construction, Inc., et al.*, Case No. 2023-028334-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Mechanic’s Lien Action”). Because facial defects in the mechanic’s lien referenced condominium Unit Nos. 101 and 214, the Receiver named the owners of such units as defendants in that action. Both unit owners waived service of process. Elite Innovation and Mr. Phillips were served the complaint and summons on January 5, 2024. As such, their response to the complaint was due by January 25, 2024. Neither Elite Innovation nor Mr. Phillips responded to the complaint or appeared in the case through counsel or otherwise.

The Receiver moved for entry of clerk’s default as to Elite Innovation Construction, Inc. on January 29, 2024 [D.E. 17] and the clerk entered default on January 30, 2024 [D.E. 19]. Ms. Barnes and Mr. Higgs stipulated to the entry of an order granting the Receiver’s motion for default judgment and to entry of a final judgment clearing title to the property at issue and granting all other relief requested in the Receiver’s motion [D.E. 37]. The Receiver then moved the court for entry of a default final judgment on April 24, 2024 [D.E. 34]. A hearing on the Receiver’s motion for default final judgment was held on May 13, 2024, and the Court granted the Receiver’s motion.

II. Plan for Moving Forward.

The Receiver and Lead Counsel will continue to take appropriate measures pursuant to the Declaration of Condominium and under Florida law to convert the condominium property into a fee simple estate, and then sell the land pursuant to a process approved by this Court. The Receiver will also continue to pursue claims and investigate other claims which the Association may pursue, as well as defend the Association as set forth in the Order Appointing Receiver [D.E. 10]. The Receiver and his team will continue to communicate with the unit owners, residents, creditors, and

other interested parties to inform them of any updates to their units and the status of this receivership, as well as answer any general or specific questions they may have.

III. Conclusion.

The Receiver appreciates the opportunity to assist the Court in this matter. While significant efforts have already yielded progress, the Receiver will continue his efforts as discussed herein to fulfill his duties under the Court's Order Appointing Receiver [D.E. 10], with the focus on affording the most beneficial and cost-effective solution as to the above-referenced matters.

RECEIVER'S APPLICATION FOR ORDER AUTHORIZING PAYMENT OF FEES AND EXPENSES AND FOR AUTHORIZATION TO DISTRIBUTE FUNDS PURSUANT TO THE ORDER APPOINTING RECEIVER

As detailed in the Receiver's prior reports [D.E. 23, 29, 40, 49, 51, 53, 56] and/or his foregoing Eighth Report, to assist in carrying out his duties, and as authorized by the Order Appointing Receiver [D.E. 10], the Receiver retained (i) his law firm, Gordon Rees Scully Mansukhani LLP ("GRSM"), (ii) Damian | Valori | Culmo as lead counsel to assist with legal matters, including preparation and filing of court documents, and operating the Association ("Lead Counsel"), (iii) an experienced real estate lawyer, Richard ("Rick") Zelman, Esq., through his law firm, Sacher Zelman Hartman, P.A., to assist in title related matters concerning the Partition Action ("Special Counsel"), Jacqueline D. Greenberg, CPA, regarding preparation of Association tax filings and Berger Singerman, LLP regarding opening an estate regarding Cardinal Andrews ("Probate Counsel").⁶

The fees and costs incurred by GRSM and Lead Counsel are reflected on the invoices attached hereto as **Composite Exhibit 2**, which reflect the time entries and work performed by the

⁶ The foregoing professionals have reduced their regular rates for this matter along with additional reductions and discounts, and the Receiver has utilized lower rate professionals whenever possible.

Receiver and Lead Counsel for the benefit of the Association from November 1, 2024 through January 31, 2025,⁷ as well as the Receiver's reductions thereto. The fees and costs incurred by Special Counsel are reflected on the invoices attached hereto as **Composite Exhibit 3** and reflect the time entries and work performed by Special Counsel for the benefit of the Association from November 1, 2024 through January 31, 2025, as well as the Receiver's reductions thereto. The fees and costs incurred by Ms. Greenberg are reflected on the invoice attached hereto as **Composite Exhibit 4** and reflect the time entries and work performed by Ms. Greenberg for the benefit of the Association from November 1, 2024 through January 31, 2025. The fees and costs incurred by Probate Counsel are reflected on the invoice attached hereto as **Composite Exhibit 5** and reflect the time entries and work performed by Probate Counsel for the benefit of the Association from November 1, 2024 through January 31, 2025.

As reflected in **Composite Exhibit 2**, from November 1, 2024 through January 31, 2025, GRSM incurred fees in the total amount of \$3,675.00, and Lead Counsel incurred fees in the amount of \$21,030.00 and costs in the amount of \$3,021.98. As reflected in **Composite Exhibit 3**, from November 1, 2024 through January 31, 2025, Special Counsel incurred fees in the amount of \$1,435.50.

As reflected in **Composite Exhibit 4**, from November 1, 2024 through January 31, 2025, Ms. Greenberg incurred fees in the total amount of \$962.50 and costs in the amount of \$20.20. As reflected in **Composite Exhibit 5**, from November 1, 2024 through January 31, 2025, Probate Counsel incurred fees in the total amount of \$544.50, and costs in the amount of \$296.23.

⁷ November 2024 invoices from GRSM, Lead Counsel, and Special Counsel will be submitted with the Receiver's eighth report.

The Receiver seeks approval of the foregoing fees and costs, and approval to pay the fees of Special Counsel from November 1, 2024 through January 31, 2025, in the total amount of \$1,435.50, the fees and costs of Ms. Greenberg from November 1, 2024 through January 31, 2025, in the total amount of \$982.70, and the fees and costs of Probate Counsel from November 1, 2024 through January 31, 2025 in the total amount of \$840.73. GRSM and Lead Counsel seek approval of their fees and costs from November 1, 2024 through January 31, 2025, but agree to defer payment of such fees until a later time when the Association is better able to pay such fees and costs, or will seek payment from the sale of the property. A proposed order is attached hereto as **Exhibit 6.**

CERTIFICATION

The Honorable David M. Gersten (Retired), Receiver, hereby certifies that:

- (a) I have read this application (the “Application”);
- (b) To the best of my knowledge, information and belief formed after reasonable inquiry, the Application and all fees and expenses therein are true and accurate;
- (c) All fees contained in the Application are based on the rates listed in the exhibits hereto and such fees as reduced by the Receiver are reasonable, necessary and commensurate with the skill and experience required for the activity performed;
- (d) I have not included in the amount for which reimbursement is sought the authorization of the cost of any investment, equipment or capital outlay (except to the extent that any such amortization is included within the permitted allowable amounts set forth herein for bulk mailing, photocopies and facsimile transmission);
- (e) In seeking reimbursement for a service which GRSM, Lead Counsel, and Special Counsel, justifiably purchased or contracted for from a third party (including but not

limited to copying, imaging, bulk mail, messenger service, overnight courier, or computerized research), I request reimbursement only for the amount billed to GRSM, Lead Counsel, and Special Counsel as applicable, by the third-party vendor and paid by GRSM, Lead Counsel, and Special Counsel as applicable, to such vendor. To the extent that such services were performed by me as Receiver, GRSM, Lead Counsel, and/or Special Counsel I certify that I, GRSM, Lead Counsel, and/or Special Counsel as applicable, am/is not making a profit on such reimbursable service.

s/ David M. Gersten

THE HON. DAVID M. GERSTEN (RET.)
COURT-APPOINTED RECEIVER

WHEREFORE, the Honorable David M. Gersten (Retired), as court-appointed Receiver, respectfully requests the Court grant the relief requested herein, and such further relief as the Court deems just and proper.

Respectfully submitted,

GORDON REES SCULLY MANSUKHANI LLP
1000 SE 2nd Street, Suite 3900
Miami, Florida 33131
Telephone: (305) 428-5300
Facsimile: (877) 634-7245
Primary Email: ethompson@grsm.com
Secondary Email: mbperez@grsm.com

By: *s/Eric R. Thompson*

Eric R. Thompson
Florida Bar No. 888931

DAMIAN | VALORI | CULMO
1000 Brickell Avenue, Suite 1020
Miami, Florida 33131
Telephone: (305) 371-3960
Facsimile: (305) 371-3965
Primary Email: mdamian@dvllp.com

Primary Email: pvalori@dvllp.com
Secondary Email: rsaetae@dvllp.com

By: s/Melanie E. Damian
Melanie E. Damian
Florida Bar No. 99392
Peter F. Valori
Florida Bar No. 004351

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Florida Court's e-Filing Portal upon all counsel of record on this 14th day of February, 2025.

By: s/Melanie E. Damian
Melanie E. Damian, Esq.

EXHIBIT 1

David Gersten, Esq., as Receiver
1000 Brickell Avenue, Suite 1020
Miami, Florida 33131

STANDARDIZED FUND ACCOUNTING REPORT

Fund for Louis Jean Baptiste et al. v. New World Condo Apartments Condominium Assn Inc.

Reporting Period 2/7/2022 to 2/13/2025

		Detail	Subtotal	Grand Total
Line 1	Beginning Balance (As of 2/7/2023):	\$ -	\$ -	
	Increases in Fund Balance:			
Line 2	Business Income	\$ -	\$ -	\$ -
Line 3	Cash and Deposits [1]	\$ 1,190,690.36	\$ 1,190,690.36	\$ 1,190,690.36
Line 4	Special Assessment	\$ -	\$ -	\$ -
Line 5	Business Asset Liquidation		\$ -	\$ -
Line 6	Interest	\$ 456.20	\$ 456.20	\$ 456.20
Line 7	Third-Party Litigation Income	\$ -	\$ -	\$ -
Line 8	Miscellaneous - Other	\$ -	\$ -	\$ -
	Total Funds Available (Lines 1-8):			\$ 1,191,146.56
	Decreases in Fund Balance:			
Line 9	Disbursements to Investors			
Line 10	Disbursements for Business Operations [1]	\$ 1,189,249.30	\$ 1,189,249.30	\$ 1,189,249.30
Line 10a	Disbursements to Receiver or Other Professionals	\$ -	\$ -	\$ -
	Total Disbursements for Operations			\$ 1,189,249.30
Line 11	Disbursements for Distribution Expenses Paid by the Fund:	\$ -	\$ -	\$ -
Line 11a	Distribution Plan Expenses:	\$ -	\$ -	\$ -
Line 12	Disbursements to Court/Other	\$ -	\$ -	\$ -
Line 12a	Investment Expenses/Court Registry Investment System (CRIS) Fees	\$ -	\$ -	\$ -
Line 12b	Federal Tax Payments	\$ -	\$ -	\$ -
	Total Disbursements to Court/Other			
	Total Funds Disbursed (Lines 9- 11)			\$ 1,189,249.30
Line 13	Ending Balance (As of February 13, 2025)			\$ 1,897.26
Line 14	Ending Balance of Fund – Net Assets:			
	Total Ending Balance of Fund – Net Assets			\$ 1,897.26

[1] Funds were received and disbursed to administer the Receivership Estate and its assets. See Receipts and Expenses in Attachment 1 hereto.

**Attachment 1 to Exhibit A to Receiver's Report
New World Condo Association - Receipts of Fiduciary Account**

Date of Check	From	Amount
2/22/2023	Maintenance Fee Deposit	\$ 4,148.56
2/28/2023	Maintenance Fee Deposit	\$ 2,024.67
3/1/2023	Maintenance Fee Deposit	\$ 538.26
3/3/2023	Maintenance Fee Deposit	\$ 1,250.57
3/7/2023	Maintenance Fee Deposit	\$ 711.11
3/8/2023	Maintenance Fee Deposit	\$ 1,765.45
3/13/2023	Maintenance Fee Deposit	\$ 2,518.03
3/14/2023	Maintenance Fee Deposit	\$ 1,973.53
3/14/2023	Truist	\$ 8,125.00
3/1/2023	Maintenance Fee Deposit	\$ 1,108.78
3/21/2023	Maintenance Fee Deposit	\$ 4,370.82
3/31/2023	Maintenance Fee Deposit	\$ 2,773.06
4/6/2023	Maintenance Fee Deposit	\$ 1,920.26
4/6/2023	New Wave Loan	\$ 400,000.00
4/7/2023	Maintenance Fee Deposit	\$ 397.77
4/12/2023	Maintenance Fee Deposit	\$ 4,468.88
4/14/2023	Maintenance Fee Deposit	\$ 684.34
4/19/2023	Maintenance Fee Deposit	\$ 1,205.16
4/20/2023	Maintenance Fee Deposit	\$ 895.61
4/21/2023	Maintenance Fee Deposit	\$ 940.02
4/28/2023	Maintenance Fee Deposit	\$ 1,504.91
5/2/2023	Maintenance Fee Deposit	\$ 3,029.14
5/4/2023	Maintenance Fee Deposit	\$ 1,166.14
5/19/2023	Maintenance Fee Deposit	\$ 4,551.61
5/22/2023	Maintenance Fee Deposit	\$ 582.47
5/30/2023	Maintenance Fee Deposit	\$ 582.47
6/1/2023	Maintenance Fee Deposit	\$ 397.77
6/9/2023	Maintenance Fee Deposit	\$ 2,601.41
6/13/2023	Maintenance Fee Deposit	\$ 2,881.35
6/21/2023	Maintenance Fee Deposit	\$ 1,024.35
6/27/2023	Maintenance Fee Deposit	\$ 269.13
6/28/2023	Maintenance Fee Deposit	\$ 626.68
7/6/2023	Maintenance Fee Deposit	\$ 3,003.97
7/10/2023	Maintenance Fee Deposit	\$ 1,606.31
7/14/2023	Maintenance Fee Deposit	\$ 313.24
7/24/2023	Maintenance Fee Deposit	\$ 2,420.90
7/27/2023	Maintenance Fee Deposit	\$ 1,337.79
8/1/2023	Maintenance Fee Deposit	\$ 269.13
8/8/2023	Maintenance Fee Deposit	\$ 2,901.70
8/10/2023	Maintenance Fee Deposit	\$ 582.47

**Attachment 1 to Exhibit A to Receiver's Report
New World Condo Association - Receipts of Fiduciary Account**

Date of Check	From	Amount
8/15/2023	Maintenance Fee Deposit	\$ 269.13
8/16/2023	Maintenance Fee Deposit	\$ 895.81
8/22/2023	Maintenance Fee Deposit	\$ 397.77
8/28/2023	Maintenance Fee Deposit	\$ 626.48
9/1/2023	Maintenance Fee Deposit	\$ 843.60
9/5/2023	Maintenance Fee Deposit	\$ 2,417.11
9/12/2023	Maintenance Fee Deposit	\$ 1,700.79
9/18/2023	Maintenance Fee Deposit	\$ 574.47
9/18/2023	New Wave Loan	\$ 500,000.00
9/29/2023	Maintenance Fee Deposit	\$ 1,747.41
10/2/2023	Maintenance Fee Deposit	\$ 852.74
10/6/2023	Maintenance Fee Deposit	\$ 1,166.14
10/12/2023	Maintenance Fee Deposit	\$ 1,735.56
10/18/2023	Maintenance Fee Deposit	\$ 895.81
10/23/2023	Maintenance Fee Deposit	\$ 851.47
10/31/2023	Maintenance Fee Deposit	\$ 1,435.01
11/6/2023	Maintenance Fee Deposit	\$ 1,024.45
11/14/2023	Maintenance Fee Deposit	\$ 1,293.58
11/17/2023	Maintenance Fee Deposit	\$ 901.13
12/5/2023	Maintenance Fee Deposit	\$ 2,288.01
12/7/2023	Maintenance Fee Deposit	\$ 711.11
12/8/2023	Maintenance Fee Deposit	\$ 313.34
12/14/2023	Maintenance Fee Deposit	\$ 1,293.24
12/19/2023	Maintenance Fee Deposit	\$ 313.34
12/26/2023	Maintenance Fee Deposit	\$ 895.81
1/4/2024	Maintenance Fee Deposit	\$ 1,832.85
1/8/2024	Maintenance Fee Deposit	\$ 1,606.58
1/18/2024	Maintenance Fee Deposit	\$ 851.47
1/29/2024	Maintenance Fee Deposit	\$ 3,976.46
2/1/2024	Maintenance Fee Deposit	\$ 711.11
2/6/2024	Maintenance Fee Deposit	\$ 1,435.21
2/12/2024	Maintenance Fee Deposit	\$ 1,744.49
2/21/2024	Maintenance Fee Deposit	\$ 626.68
2/28/2024	Maintenance Fee Deposit	\$ 895.81
3/1/2024	Maintenance Fee Deposit	\$ 666.90
3/6/2024	Maintenance Fee Deposit	\$ 1,748.21
3/11/2024	Maintenance Fee Deposit	\$ 1,337.79
3/21/2024	Maintenance Fee Deposit	\$ 859.40
3/28/2024	Maintenance Fee Deposit	\$ 269.00
4/2/2024	Maintenance Fee Deposit	\$ 1,832.98
4/4/2024	Maintenance Fee Deposit	\$ 313.34
4/9/2024	Maintenance Fee Deposit	\$ 1,024.45
4/12/2024	Maintenance Fee Deposit	\$ 313.34
4/19/2024	Maintenance Fee Deposit	\$ 269.13
4/25/2024	Maintenance Fee Deposit	\$ 269.13
4/30/2024	Maintenance Fee Deposit	\$ 859.27

Attachment 1 to Exhibit A to Receiver's Report
New World Condo Association - Receipts of Fiduciary Account

Date of Check	From	Amount
5/2/2024	Maintenance Fee Deposit	\$ 1,435.21
5/7/2024	Maintenance Fee Deposit	\$ 397.77
5/17/2024	Maintenance Fee Deposit	\$ 1,293.58
5/28/2024	Maintenance Fee Deposit	\$ 582.00
5/31/2024	Maintenance Fee Deposit	\$ 859.40
6/7/2024	Maintenance Fee Deposit	\$ 1,563.85
6/12/2024	Maintenance Fee Deposit	\$ 397.77
6/17/2024	Maintenance Fee Deposit	\$ 313.34
6/20/2024	Damian Valori Culmo Loan	\$ 1,000.00
6/24/2024	Maintenance Fee Deposit	\$ 313.00
6/27/2024	Damian Valori Culmo Loan	\$ 110,000.00
6/28/2024	Maintenance Fee Deposit	\$ 269.00
7/2/2024	Maintenance Fee Deposit	\$ 1,435.21
7/9/2024	Maintenance Fee Deposit	\$ 1,108.88
7/18/2024	Maintenance Fee Deposit	\$ 313.34
7/30/2024	refund of bank fees	\$ 30.00
7/30/2024	Maintenance Fee Deposit	\$ 1,270.09
8/14/2024	Maintenance Fee Deposit	\$ 1,422.22
8/22/2024	Maintenance Fee Deposit	\$ 822.86
8/30/2024	Maintenance Fee Deposit	\$ 851.60
9/12/2024	Maintenance Fee Deposit	\$ 1,961.63
9/23/2024	Maintenance Fee Deposit	\$ 5,440.01
10/1/2024	Maintenance Fee Deposit	\$ 851.60
10/11/2024	Maintenance Fee Deposit	\$ 937.18
10/11/2024	Maintenance Fee Deposit	\$ 313.34
10/15/2024	Maintenance Fee Deposit	\$ 711.11
10/30/2024	Maintenance Fee Deposit	\$ 1,128.53
10/31/2024	Damian Valori Culmo Loan	\$ 9,000.00
11/7/2024	Maintenance Fee Deposit	\$ 1,832.86
11/15/2024	Maintenance Fee Deposit	\$ 397.77
11/22/2024	Maintenance Fee Deposit	\$ 276.93
12/2/2024	Maintenance Fee Deposit	\$ 851.60
12/4/2024	Maintenance Fee Deposit	\$ 980.11
12/9/2024	Maintenance Fee Deposit	\$ 852.75
12/18/2024	Maintenance Fee Deposit	\$ 397.77
12/26/2024	Maintenance Fee Deposit	\$ 276.93
1/6/2025	Maintenance Fee Deposit	\$ 1,433.94
1/6/2025	Damian Valori Culmo Loan	\$ 10,000.00
1/13/2025	Maintenance Fee Deposit	\$ 1,648.29
1/30/2025	Maintenance Fee Deposit	\$ 545.93
1/31/2025	Maintenance Fee Deposit	\$ 851.60
2/4/2025	Maintenance Fee Deposit	\$ 313.34
2/10/2025	Maintenance Fee Deposit	\$ 1,334.95
2/13/2025	Maintenance Fee Deposit	\$ 313.34
Total		\$ 1,190,690.36

Attachment 1 to Exhibit A to Receiver's Report
New World Condo Association - Receipts of Fiduciary Account

Date of Check From Amount
City National Bank Interest

Date	Explanation	Amount
2/28/2023	interest	\$ 0.01
3/31/2023	interest	\$ 0.42
4/30/2023	interest	\$ 45.62
5/31/2023	interest	\$ 25.13
6/30/2023	interest	\$ 8.03
7/31/2023	interest	\$ 2.77
8/31/2023	interest	\$ 1.70
9/30/2023	interest	\$ 28.43
10/31/2023	interest	\$ 69.03
11/30/2023	interest	\$ 60.76
12/31/2023	interest	\$ 55.18
1/31/2024	interest	\$ 57.30
2/29/2024	interest	\$ 45.79
3/31/2024	interest	\$ 34.87
4/30/2024	interest	\$ 18.25
5/31/2024	interest	\$ 0.30
6/30/2024	interest	\$ 0.71
7/31/2024	interest	\$ 0.62
8/31/2024	interest	\$ 0.35
9/30/2024	interest	\$ 0.14
10/31/2024	interest	\$ 0.14
11/30/2024	interest	\$ 0.23
12/31/2024	interest	\$ 0.12
1/31/2025	interest	\$ 0.30
Total		\$ 456.20
GRAND TOTAL OF RECEIPTS		\$ 1,191,146.56

**Attachment 1 to Exhibit A to Receiver's Report
New World Condo Association - Expenses of Fiduciary Account**

Date	From	Amount
2/27/2023	Returned check	\$ 313.34
2/27/2023	Returned check bank fee	\$ 12.00
3/6/2023	Panissa Security	\$ 5,000.00
3/6/2023	John's Garage Door	\$ 299.60
3/6/2023	Waste Connection	\$ 2,422.24
3/7/2023	HSM Consulting, Inc.	\$ 1,800.00
3/14/2023	Panissa Security	\$ 2,909.94
3/14/2023	Appraisal First Real Estate Appraisers	\$ 3,000.00
3/27/2023	Panissa Security	\$ 3,000.00
3/31/2023	Telephone Service	\$ 20.00
4/5/2023	Legal Fees for closing	\$ 3,500.00
4/5/2023	Closing Costs	\$ 8,000.00
4/6/2023	Panissa Security	\$ 2,000.00
4/6/2023	Demolition Gods	\$ 6,500.00
4/6/2023	wire fee	\$ 15.00
4/6/2023	wire fee	\$ 15.00
4/7/2023	Stonemark Inc.	\$ 12,598.42
4/7/2023	Stonemark Inc.	\$ 10.00
4/7/2023	HSM Consulting	\$ 6,558.82
4/7/2023	Morandi Engineering and Construction	\$ 2,995.00
4/7/2023	Waste Connection	\$ 209.68
4/7/2023	Waste Connection	\$ 576.77
4/7/2023	Panissa Security	\$ 2,909.94
4/7/2023	Panissa Security	\$ 7,909.94
4/7/2023	Fence	\$ 4,800.00
4/7/2023	Insurance	\$ 12,009.21
4/11/2023	Demolition Gods	\$ 6,500.00
4/11/2023	wire fee	\$ 15.00
4/11/2023	Avante-Nea Insurance	\$ 4,756.26
4/17/2023	Stonemark Inc.	\$ 1,428.57
4/17/2023	Stonemark Inc.	\$ 10.00
4/18/2023	Panissa Security	\$ 3,954.72
4/18/2023	Panissa Security	\$ 3,954.72
4/19/2023	Demolition Gods	\$ 13,000.00
4/19/2023	wire fee	\$ 15.00
4/21/2023	Stonemark Inc.	\$ 11,984.21
4/21/2023	Stonemark Inc.	\$ 10.00
5/1/2023	Damian & Valori	\$ 137,794.21
5/1/2023	Gordon Rees Scully Mansukhabi LLP	\$ 32,860.00
5/1/2023	wire fee	\$ 15.00
5/1/2023	The Morgan Law Group	\$ 9,020.00

**Attachment 1 to Exhibit A to Receiver's Report
New World Condo Association - Expenses of Fiduciary Account**

Date	From	Amount
5/1/2023	Stonemark Inc.	\$ 1,346.26
5/1/2023	Stonemark Inc.	\$ 10.00
5/1/2023	Telephone Service	\$ 20.00
5/3/2023	Maverick Security Services LLC	\$ 1,810.44
5/18/2023	New Wave Loan	\$ 3,300.00
5/18/2023	New Wave Loan	\$ 15.00
5/18/2023	Stonemark Inc.	\$ 11,984.21
5/18/2023	Stonemark Inc.	\$ 10.00
5/19/2023	Panissa Security	\$ 3,954.72
5/19/2023	Maverick Security Services LLC	\$ 8,448.72
5/24/2023	DVS Technologies	\$ 433.35
5/24/2023	DVS Technologies	\$ 379.85
5/24/2023	The Madison Insurance Group	\$ 716.00
5/2/2023	The Madison Insurance Group	\$ 2.95
5/31/2023	Telephone Service	\$ 20.00
6/1/2023	New Wave Loan	\$ 3,300.00
6/1/2023	Maverick Security Services LLC	\$ 8,448.72
6/13/2023	Maverick Security Services LLC	\$ 8,448.72
6/13/2023	Stonemark Inc.	\$ 11,984.21
6/13/2023	Stonemark Inc.	\$ 10.00
6/2/2023	The Madison Group	\$ 4,180.05
6/21/2023	The Madison Group	\$ 2.95
6/27/2023	Waste Connection	\$ 1,013.33
6/27/2023	The Madison Group	\$ 1,995.00
6/27/2023	The Madison Group	\$ 2.95
6/27/2023	Maverick Security Services LLC	\$ 8,448.72
6/30/2023	Telephone Service	\$ 20.00
7/1/2023	New Wave Loan	\$ 3,300.00
7/11/2023	Maverick Security Services LLC	\$ 8,649.88
7/14/2023	Action Junk Removal Services	\$ 450.00
7/24/2023	Waste Connection	\$ 77.65
7/25/2023	Vanguard Construction	\$ 10,000.00
7/25/2023	Maverick Security Services LLC	\$ 8,448.72
7/31/2023	Telephone Service	\$ 20.00
8/1/2023	New Wave Loan	\$ 3,300.00
8/8/2023	Maverick Security Services LLC	\$ 8,448.72
8/22/2023	Maverick Security Services LLC	\$ 8,448.72
8/31/2023	Telephone Service	\$ 20.00
9/1/2023	New Wave Loan	\$ 3,300.00
9/7/2023	Maverick Security Services LLC	\$ 8,448.72
9/18/2023	New Wave Loan	\$ 10,000.00

Attachment 1 to Exhibit A to Receiver's Report
New World Condo Association - Expenses of Fiduciary Account

Date	From	Amount
9/18/2023	wire fee	\$ 15.00
9/19/2023	Demolition Gods	\$ 93,750.00
9/19/2023	wire fee	\$ 15.00
9/19/2023	Sacher Zelman Harman PA	\$ 14,407.00
9/19/2023	Maverick Security Services	\$ 8,448.72
9/29/2023	Telephone Service	\$ 20.00
10/1/2023	New Wave Loan	\$ 3,300.00
10/6/2023	Maverick Security Sevices	\$ 8,448.72
10/16/2023	Maverick Security Services	\$ 8,448.72
10/18/2023	New Wave Loan	\$ 4,125.00
10/30/2023	Maverick Security Services	\$ 8,448.72
10/31/2023	Telephone Service	\$ 20.00
11/1/2023	New Wave Loan	\$ 3,300.00
11/14/2023	Maverick Security Services	\$ 8,448.72
11/18/2023	New Wave Loan	\$ 4,125.00
11/28/2023	Maverick Security Services	\$ 8,750.46
11/30/2023	Telephone Service	\$ 20.00
12/1/2023	New Wave Loan	\$ 3,300.00
12/7/2023	Sacher Zelman Harman PA	\$ 7,198.35
12/13/2023	Maverick Secuity Services	\$ 8,488.72
12/18/2023	New Wave Loan	\$ 4,125.00
12/27/2023	Maverick Security Services	\$ 8,750.46
12/29/2023	HSM Consulting	\$ 825.00
12/30/2023	Telephone Service	\$ 20.00
1/1/2024	New Wave Loan	\$ 3,300.00
1/2/2024	City of Miami Gardens	\$ 2,817.50
1/10/2024	Maverick Security Services	\$ 9,353.94
1/18/2024	New Wave Loan	\$ 4,125.00
1/18/2024	City of Miami Gardens	\$ 10,092.50
1/24/2024	Maverick Security Services	\$ 8,448.72
1/30/2024	charge back	\$ 313.34
1/30/2024	bank fee	\$ 12.00
1/30/2024	Telephone Service	\$ 20.00
2/1/2024	New Wave Loan	\$ 3,300.00
2/5/2024	Jacqueline Greenberg CPA LLC	\$ 273.74
2/6/2024	Maverick Security Services	\$ 8,448.72
2/20/2024	New Wave Loan	\$ 4,125.00
2/21/2024	City of Miami Gardens	\$ 264.10
2/21/2024	Maverick Security Services	\$ 8,448.72
2/26/2024	Sacher Zelman Harmon PA	\$ 19,682.82
2/26/2024	Cimo Mazer Mark PLLC	\$ 4,102.50

**Attachment 1 to Exhibit A to Receiver's Report
New World Condo Association - Expenses of Fiduciary Account**

Date	From	Amount
2/28/2024	Telephone Service	\$ 20.00
3/1/2024	New Wave Loan	\$ 3,300.00
3/6/2024	Maverick Security Services	\$ 8,448.72
3/18/2024	Demolition Gods	\$ 93,750.00
3/18/2024	Demolition Gods	\$ 15.00
3/18/2024	New Wave Loan	\$ 4,125.00
3/19/2024	Maverick Security Services	\$ 8,448.72
3/20/2024	Alex Ochoa - lawn maintenance	\$ 400.00
3/31/2024	Telephone Service	\$ 20.00
4/1/2024	New Wave Loan	\$ 3,300.00
4/2/2024	Madison Insurance	\$ 5,072.55
4/2/2024	Madison Insurance	\$ 2.95
4/3/2024	Maverick Security Services	\$ 8,448.72
4/10/2024	Avante - Nea Insurance	\$ 5,086.19
4/18/2024	New Wave Loan	\$ 4,125.00
4/18/2024	Maverick Security Services	\$ 8,448.72
4/25/2024	Demolition Gods	\$ 93,750.00
4/25/2024	Demolition Gods	\$ 15.00
4/30/2024	Telephone Service	\$ 20.00
5/1/2024	New Wave Loan	\$ 3,300.00
5/2/2024	Maverick Security Services	\$ 6,839.44
5/18/2024	New Wave Loan	\$ 4,125.00
5/30/2024	Telephone Service	\$ 20.00
6/1/2024	New Wave Loan	\$ 3,300.00
6/18/2024	New Wave Loan	\$ 4,125.00
6/28/2024	Demolition Gods	\$ 93,750.00
6/28/2024	Demolition Gods	\$ 15.00
6/30/2024	Telephone Service	\$ 20.00
7/1/2024	New Wave Loan	\$ 3,300.00
7/2/2024	The Madison Insurance Group	\$ 2,312.95
7/18/2024	New Wave Loan	\$ 4,125.00
7/29/2024	Telephone Service	\$ 20.00
8/1/2024	New Wave Loan	\$ 3,300.00
8/14/2024	US Treasury	\$ 59.00
8/20/2024	New Wave Loan	\$ 4,125.00
8/23/2024	Las Nueces Landscape & Trimming	\$ 300.00
8/26/2024	Las Nueces Landscape & Trimming	\$ 1,300.00
8/31/2024	Telephone Service	\$ 20.00
9/1/2024	New Wave Loan	\$ 3,300.00
9/12/2024	New Wave Loan	\$ 4,125.00
9/30/2024	Telephone Service	\$ 20.00

Attachment 1 to Exhibit A to Receiver's Report
New World Condo Association - Expenses of Fiduciary Account

Date	From	Amount
10/1/2024	New Wave Loan	\$ 3,300.00
10/15/2024	New Wave Loan	\$ 4,125.00
10/30/2024	Telephone Service	\$ 20.00
11/1/2024	New Wave Loan	\$ 3,300.00
11/7/2024	New Wave Loan	\$ 4,207.50
11/7/2024	Las Nueces Landscape & Trimming	\$ 1,050.00
11/30/2024	Telephone Service	\$ 20.00
12/1/2024	New Wave Loan	\$ 3,300.00
12/18/2024	New Wave Loan	\$ 4,207.50
12/31/2024	Telephone Service	\$ 20.00
1/2/2025	New Wave Loan	\$ 3,432.00
1/18/2025	New Wave Loan	\$ 4,207.50
1/31/2025	Telephone Service	\$ 20.00
2/4/2025	New Wave Loan	\$ 3,366.00
2/13/2025	New Wave Loan	\$ 4,207.50
2/13/2025	Telephone Service	\$ 20.00
GRAND TOTAL OF EXPENSES		\$ 1,189,249.30

COMPOSITE EXHIBIT 2



GORDON REES SCULLY MANSUKHANI
YOUR 50 STATE LAW FIRM™

100 Pringle Avenue, Suite 300
Walnut Creek CA 94596-3580
(510) 463-8600
Tax ID: 94-1617026

David Gersten
Judge Carlos Lopez c/o David M. Gersten
100 SE Second St, Suite 3900
Miami, FL 33131
dgersten@grsm.com

December 11, 2024
ID: GERSP 1299620
Invoice No. 21743313
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH November 30, 2024

Fees For Professional Services:	\$1,125.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$1,125.00

To those clients on whose behalf services are being performed pursuant to a written Legal Services Agreement which permits the Firm to change its rates at any time by written notice to the Client and for said rates to then apply to all services rendered after such notice has been given, please note that, unless a contrary agreement has been made between the parties, the Firm reserves the right to increase the rates applicable to the subject engagement referenced in this invoice by 5% (five percent) and, in the event this occurs, said new rates shall be applicable to, and reflected upon, subsequent invoices generated thereafter. Please do not hesitate to contact us with any questions regarding the foregoing.

Professional Services

<u>Date</u>	<u>Description</u>	<u>Init</u>	<u>Hours</u>
11/01/24	Review and respond to Peter Valori email re: meeting with owners .1	DMG2	0.10
11/08/24	Review court filing .1	DMG2	0.10
11/11/24	Review and respond to Peter Valori email re: filing	DMG2	0.10
11/13/24	Review and respond to Peter Valori email re: stay request .1; review and respond to Joe Seara email re: court filing .1	DMG2	0.20
11/14/24	Review Joseph Seara email with receiver's report attached for review and editing .4	DMG2	0.40
11/17/24	Review and respond to Peter Valori email with letter attached concerning court order .1; review Rick Zelman email to underwriter re: form of order .1; review Peter Valori email with Barbara Fox email attached for review .1	DMG2	0.30
11/22/24	Review court filing .2; review and respond to Peter Valori email re: moving toward summary judgment .1	DMG2	0.30

Services Recap

<u>Init</u>	<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
DMG2	David Gersten	Partner	750.00	1.50	1,125.00

TOTAL FOR SERVICES

\$1,125.00

Outstanding Statements as of December 11, 2024

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21326723	May 17, 2023	\$15,955.00

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21354168	June 29, 2023	\$3,145.00
Statement No 21374087	July 31, 2023	\$4,895.00
Statement No 21387879	August 18, 2023	\$20,314.97
Statement No 21415053	September 28, 2023	\$7,455.00
Statement No 21424056	October 12, 2023	\$4,275.00
Statement No 21445391	November 13, 2023	\$2,720.00
Statement No 21471323	December 15, 2023	\$3,580.00
Statement No 21497136	January 26, 2024	\$3,400.00
Statement No 21503476	February 7, 2024	\$2,715.00
Statement No 21538132	March 22, 2024	\$1,575.00
Statement No 21550055	April 10, 2024	\$4,575.00
Statement No 21575686	May 14, 2024	\$4,465.00
Statement No 21601874	June 18, 2024	\$4,330.00
Statement No 21619540	July 11, 2024	\$2,550.00
Statement No 21646597	August 14, 2024	\$1,125.00
Statement No 21661899	September 5, 2024	\$3,185.00
Statement No 21695545	October 15, 2024	\$525.00
Statement No 21713002	November 6, 2024	\$975.00
Total Accounts Receivable Balance:		\$91,759.97



GORDON REES SCULLY MANSUKHANI
YOUR 50 STATE LAW FIRM™

100 Pringle Avenue, Suite 300
Walnut Creek CA 94596-3580
(510) 463-8600
Tax ID: 94-1617026

David Gersten
Judge Carlos Lopez c/o David M. Gersten
100 SE Second St, Suite 3900
Miami, FL 33131
dgersten@grsm.com

December 11, 2024
ID: GERSP 1299620
Invoice No. 21743313
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH November 30, 2024

Fees For Professional Services:	\$1,125.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$1,125.00

A/R OPERATING ACCOUNT WIRE INFORMATION

Beneficiary Bank Name: Wells Fargo Bank, N.A..
Bank Address: 420 Montgomery Street, San Francisco, CA 94104
Beneficiary Account: Gordon Rees Scully Mansukhani, LLP
Account Number: 1301118095
ABA Number (ACH): 121042882
Federal Tax ID: 94-1617026

Domestic and International fund transfer process:
ABA Number (Wires): 121000248
Swift code: Domestic – 121000248
International – WFBIUS6S
Reference: 21743313

LOCKBOX ADDRESS FOR CHECKS

Lockbox Services Box #: 399258
3440 Flair Drive
El Monte, CA 91731-2823

REMITTANCE COPY
PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT



GORDON REES SCULLY MANSUKHANI
YOUR 50 STATE LAW FIRM™

100 Pringle Avenue, Suite 300
Walnut Creek CA 94596-3580
(510) 463-8600
Tax ID: 94-1617026

David Gersten
Judge Carlos Lopez c/o David M. Gersten
100 SE Second St, Suite 3900
Miami, FL 33131
dgersten@grsm.com

January 16, 2025
ID: GERSP 1299620
Invoice No. 21770677
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH December 31, 2024

Fees For Professional Services:	\$1,575.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$1,575.00

To those clients on whose behalf services are being performed pursuant to a written Legal Services Agreement which permits the Firm to change its rates at any time by written notice to the Client and for said rates to then apply to all services rendered after such notice has been given, please note that, unless a contrary agreement has been made between the parties, the Firm reserves the right to increase the rates applicable to the subject engagement referenced in this invoice by 5% (five percent) and, in the event this occurs, said new rates shall be applicable to, and reflected upon, subsequent invoices generated thereafter. Please do not hesitate to contact us with any questions regarding the foregoing.

Professional Services

<u>Date</u>	<u>Description</u>	<u>Init</u>	<u>Hours</u>
12/04/24	Review Peter Valori email re: Shorn King .1	DMG2	0.10
12/06/24	Review email re: Shorn King re: insurance .1	DMG2	0.10
12/09/24	Review court filing from county .1; review answer filed in case .1	DMG2	0.20
12/12/24	Review court filing .1	DMG2	0.10
12/17/24	Review court filing .1	DMG2	0.10
12/18/24	Review court filing re: summary judgment motion .2	DMG2	0.20
12/19/24	Attend zoom conference with homeowners .9	DMG2	0.90
12/20/24	Review Mary Vega email with letter attached re: end of engagement .1	DMG2	0.10
12/23/24	Review court order re: hearing date .1	DMG2	0.10
12/24/24	Review Rick Zelman email re: insurable title .1; review court notification .1	DMG2	0.20

Services Recap

<u>Init</u>	<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
DMG2	David Gersten	Partner	750.00	2.10	1,575.00

TOTAL FOR SERVICES

\$1,575.00

Outstanding Statements as of January 16, 2025

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
-----------------------	-------------	--------------------

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21326723	May 17, 2023	\$15,955.00
Statement No 21354168	June 29, 2023	\$3,145.00
Statement No 21374087	July 31, 2023	\$4,895.00
Statement No 21387879	August 18, 2023	\$20,314.97
Statement No 21415053	September 28, 2023	\$7,455.00
Statement No 21424056	October 12, 2023	\$4,275.00
Statement No 21445391	November 13, 2023	\$2,720.00
Statement No 21471323	December 15, 2023	\$3,580.00
Statement No 21497136	January 26, 2024	\$3,400.00
Statement No 21503476	February 7, 2024	\$2,715.00
Statement No 21538132	March 22, 2024	\$1,575.00
Statement No 21550055	April 10, 2024	\$4,575.00
Statement No 21575686	May 14, 2024	\$4,465.00
Statement No 21601874	June 18, 2024	\$4,330.00
Statement No 21619540	July 11, 2024	\$2,550.00
Statement No 21646597	August 14, 2024	\$1,125.00
Statement No 21661899	September 5, 2024	\$3,185.00
Statement No 21695545	October 15, 2024	\$525.00
Statement No 21713002	November 6, 2024	\$975.00
Statement No 21743313	December 11, 2024	\$1,125.00
Total Accounts Receivable Balance:		\$92,884.97



GORDON REES SCULLY MANSUKHANI
YOUR 50 STATE LAW FIRM™

100 Pringle Avenue, Suite 300
Walnut Creek CA 94596-3580
(510) 463-8600
Tax ID: 94-1617026

David Gersten
Judge Carlos Lopez c/o David M. Gersten
100 SE Second St, Suite 3900
Miami, FL 33131
dgersten@grsm.com

January 16, 2025
ID: GERSP 1299620
Invoice No. 21770677
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH December 31, 2024

Fees For Professional Services:	\$1,575.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$1,575.00

A/R OPERATING ACCOUNT WIRE INFORMATION

Beneficiary Bank Name: Wells Fargo Bank, N.A..
Bank Address: 420 Montgomery Street, San Francisco, CA 94104
Beneficiary Account: Gordon Rees Scully Mansukhani, LLP
Account Number: 1301118095
ABA Number (ACH): 121042882
Federal Tax ID: 94-1617026

Domestic and International fund transfer process:
ABA Number (Wires): 121000248
Swift code: Domestic – 121000248
International – WFBIUS6S
Reference: 21770677

LOCKBOX ADDRESS FOR CHECKS

Lockbox Services Box #: 399258
3440 Flair Drive
El Monte, CA 91731-2823

REMITTANCE COPY
PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT



GORDON REES SCULLY MANSUKHANI
YOUR 50 STATE LAW FIRM™

100 Pringle Avenue, Suite 300
Walnut Creek CA 94596-3580
(510) 463-8600
Tax ID: 94-1617026

David Gersten
Judge Carlos Lopez c/o David M. Gersten
100 SE Second St, Suite 3900
Miami, FL 33131
dgersten@grsm.com

February 13, 2025
ID: GERSP 1299620
Invoice No. 21788288
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH January 31, 2025

Fees For Professional Services:	\$975.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$975.00

To those clients on whose behalf services are being performed pursuant to a written Legal Services Agreement which permits the Firm to change its rates at any time by written notice to the Client and for said rates to then apply to all services rendered after such notice has been given, please note that, unless a contrary agreement has been made between the parties, the Firm reserves the right to increase the rates applicable to the subject engagement referenced in this invoice by 10% (Ten percent) and, in the event this occurs, said new rates shall be applicable to, and reflected upon, subsequent invoices generated thereafter. Please do not hesitate to contact us with any questions regarding the foregoing.

Professional Services

<u>Date</u>	<u>Description</u>	<u>Init</u>	<u>Hours</u>
12/27/24	Review Peter Valori email with string attached re: discovery .1	DMG2	0.10
01/02/25	Email to/from Peter Valori re: court filing and response .1	DMG2	0.10
01/03/25	Review Stephanie Cagnagno email re: second set of interrogatories for review .1	DMG2	0.10
01/07/25	Review court filing re: deposition .1; review Peter Valori email re: litigation re: wrong property .1; review Adam Ruff/Sarah Goldberg emails re: discovery .1	DMG2	0.30
01/08/25	Review Peter Valori email re: storage fee .1	DMG2	0.10
01/09/25	Review court filing .1; review court filing re: amendment .1; review and respond to Rick Zelman email with billing attached for review .1	DMG2	0.30
01/23/25	Review CPA/Mary Dhanji email re: tax forms and filing .1	DMG2	0.10
01/30/25	Review court filing .1; review answer filed in case .1	DMG2	0.20

Services Recap

<u>Init</u>	<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
DMG2	David Gersten	Partner	750.00	1.30	975.00

TOTAL FOR SERVICES

\$975.00

Outstanding Statements as of February 13, 2025

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21326723	May 17, 2023	\$15,955.00

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21354168	June 29, 2023	\$3,145.00
Statement No 21374087	July 31, 2023	\$4,895.00
Statement No 21387879	August 18, 2023	\$20,314.97
Statement No 21415053	September 28, 2023	\$7,455.00
Statement No 21424056	October 12, 2023	\$4,275.00
Statement No 21445391	November 13, 2023	\$2,720.00
Statement No 21471323	December 15, 2023	\$3,580.00
Statement No 21497136	January 26, 2024	\$3,400.00
Statement No 21503476	February 7, 2024	\$2,715.00
Statement No 21538132	March 22, 2024	\$1,575.00
Statement No 21550055	April 10, 2024	\$4,575.00
Statement No 21575686	May 14, 2024	\$4,465.00
Statement No 21601874	June 18, 2024	\$4,330.00
Statement No 21619540	July 11, 2024	\$2,550.00
Statement No 21646597	August 14, 2024	\$1,125.00
Statement No 21661899	September 5, 2024	\$3,185.00
Statement No 21695545	October 15, 2024	\$525.00
Statement No 21713002	November 6, 2024	\$975.00
Statement No 21743313	December 11, 2024	\$1,125.00
Statement No 21770677	January 16, 2025	\$1,575.00
Total Accounts Receivable Balance:		<u><u>\$94,459.97</u></u>



GORDON REES SCULLY MANSUKHANI
YOUR 50 STATE LAW FIRM™

100 Pringle Avenue, Suite 300
Walnut Creek CA 94596-3580
(510) 463-8600
Tax ID: 94-1617026

David Gersten
Judge Carlos Lopez c/o David M. Gersten
100 SE Second St, Suite 3900
Miami, FL 33131
dgersten@grsm.com

February 13, 2025
ID: GERSP 1299620
Invoice No. 21788288
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH January 31, 2025

Fees For Professional Services:	\$975.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$975.00

A/R OPERATING ACCOUNT WIRE INFORMATION

Beneficiary Bank Name: Wells Fargo Bank, N.A..
Bank Address: 420 Montgomery Street, San Francisco, CA 94104
Beneficiary Account: Gordon Rees Scully Mansukhani, LLP
Account Number: 1301118095
ABA Number (ACH): 121042882
Federal Tax ID: 94-1617026

Domestic and International fund transfer process:
ABA Number (Wires): 121000248
Swift code: Domestic – 121000248
International – WFBIUS6S
Reference: 21788288

LOCKBOX ADDRESS FOR CHECKS

Lockbox Services Box #: 399258
3440 Flair Drive
El Monte, CA 91731-2823

REMITTANCE COPY
PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT



1000 Brickell Ave, Ste 1020
 Miami, FL 33131
 United States
 dvcatorneys.com

INVOICE

Invoice # 1734
 Date: 01/31/2025

Louis Jean Baptiste et al. v. New World Condo Apartments Condominium Assn Inc. - Receivership

MME1676

Louis Jean Baptiste et al. v. New World Condo Apartments Condominium Assn Inc. - Receivership

Professional Fees

Date	Description	Staff	Hours	Rate	Amount
11/01/2024	Legal research on permissibility of moving for default judgment after immaterial amendment to complaint.	MJK	1.00	\$295.00	\$295.00
11/01/2024	(No charge) Analyze communications from counsel for New Wave regarding amendments to promissory notes, strategize regarding comments, make revisions to amendments to promissory notes, coordinate execution of amendments to promissory notes, communications with counsel for New Wave regarding amendments to promissory notes.	KP	0.50	\$0.00	\$0.00
11/01/2024	(No charge) Email blast to homeowners regarding next zoom meeting with counsel and receiver (.3); email to and from D. Bissell regarding new posting to website in partition action (.2).	rs	0.50	\$0.00	\$0.00
11/04/2024	Email correspondence with G. O'Connor regarding counsel for Andrews estate.	JS	0.10	\$295.00	\$29.50
11/04/2024	Review loan assignment documents regarding Lewin unit.	PFV	0.10	\$550.00	\$55.00
11/04/2024	Email with probate counsel.	PFV	0.40	\$550.00	\$220.00
11/06/2024	Conference regarding illegal dumping at property.	PFV	0.30	\$550.00	\$165.00

11/06/2024	Work on revisions to SJ order.	PFV	0.40	\$550.00	\$220.00
11/07/2024	Status report regarding dumping remediation and prevention measures.	PFV	0.20	\$550.00	\$110.00
11/08/2024	Reviewing loan agreement and emails regarding same (.3); reviewing motion for summary judgment and proposed order (.8).	MME	1.10	\$550.00	\$605.00
11/08/2024	Strategize regarding revising new note from \$150,000 to \$100,000 and transmitting revised note to lender's counsel.	KP	0.20	\$450.00	\$90.00
11/10/2024	Revise new promissory note and communications with lender's counsel regarding promissory note.	KP	0.50	\$450.00	\$225.00
11/11/2024	Work on the Receiver's seventh report and fee application.	JS	1.70	\$295.00	\$501.50
11/11/2024	Email correspondence with G. O'Connor regarding motion for emergency appointment of administrator ad litem or curator.	JS	0.10	\$295.00	\$29.50
11/12/2024	Review email regarding quarterly report preparation.	PFV	0.10	\$550.00	\$55.00
11/13/2024	Conference with P. Valori regarding the Receiver's seventh report, with a focus on the standardized fund accounting report and fees and costs.	JS	1.00	\$295.00	\$295.00
11/13/2024	Work on motion to transfer in US Bank v. Small case.	PFV	0.30	\$550.00	\$165.00
11/13/2024	Work on motion to stay in US Bank v. Small case.	PFV	0.30	\$550.00	\$165.00
11/13/2024	Review notice of appearance in US Bank v. Small case.	PFV	0.10	\$550.00	\$55.00
11/13/2024	Email Receiver regarding status report in US Bank v. Small case.	PFV	0.10	\$550.00	\$55.00
11/13/2024	Review and revise motion to appoint ad litem or curator in Andrews estate case.	PFV	0.20	\$550.00	\$110.00
11/13/2024	(No charge) Work on motion to dismiss/stay, motion to transfer and notice of appearance in US Bank v. New World (E. Small foreclosure) action.	rs	1.00	\$0.00	\$0.00
11/14/2024	Continue working on the Receiver's seventh report and fee application (1.4); email correspondence with D. Gersten regarding same (.1).	JS	1.50	\$295.00	\$442.50
11/14/2024	Email correspondence with G. O'Connor regarding filing of motion for appointment of administrator ad litem or curator and personal representative for estate of C. Andrews.	JS	0.10	\$295.00	\$29.50

11/14/2024	Confer with insurance defense counsel regarding factual background, opposition grounds to class certification motion and case planning.	PFV	0.80	\$550.00	\$440.00
11/14/2024	Email with probate counsel regarding personal representative status and plans for amendment and service of process.	PFV	0.20	\$550.00	\$110.00
11/15/2024	Confer with Sarah regarding claim by renter class of computers held by Receiver.	PFV	0.20	\$550.00	\$110.00
11/17/2024	Email regarding rebuttal of false allegation that Receiver has possession of Association computers.	PFV	0.40	\$550.00	\$220.00
11/17/2024	Email regarding status of appointment of personal representative.	PFV	0.10	\$550.00	\$55.00
11/18/2024	Further legal research on whether an immaterial amendment to a complaint restarts the deadline for default judgment.	MJK	0.80	\$295.00	\$236.00
11/18/2024	Email correspondence with G. O'Connor regarding proposed order concerning the appointment of a personal representative for the estate of C. Andrews.	JS	0.10	\$295.00	\$29.50
11/18/2024	Email with probate counsel regarding estate of Andrews.	PFV	0.10	\$550.00	\$55.00
11/18/2024	Email to J. Scott regarding motion to transfer in US Bank v. New World (E. Small foreclosure) action.	rs	0.20	\$100.00	\$20.00
11/19/2024	Email with client regarding hearing on motion to transfer and request for agreement as to same and agreement as to motion to stay.	PFV	0.20	\$550.00	\$110.00
11/21/2024	Email correspondence with G. O'Connor regarding appointment of personal representative as to estate of C. Andrews.	JS	0.10	\$295.00	\$29.50
11/21/2024	Conference with P. Valori regarding amended complaint and motion for summary judgment (.3); work on amended complaint and motion for summary judgment (.1).	JS	0.40	\$295.00	\$118.00
11/21/2024	Email with counsel for the receiver in renter class case regarding rebuttal of false allegation that the Receiver holds association computers.	PFV	0.20	\$550.00	\$110.00
11/21/2024	Review and revise proposed declaration regarding same.	PFV	0.20	\$550.00	\$110.00
11/21/2024	Email with title counsel regarding requested approval of form of order in partition case from title company.	PFV	0.30	\$550.00	\$165.00

11/21/2024	Work on amended complaint and motion for summary judgment.	PFV	0.40	\$550.00	\$220.00
11/21/2024	Emails to and from to J. Scott regarding motion to transfer and/or agreed order in US Bank v. New World (E. Small foreclosure) action.	rs	0.20	\$100.00	\$20.00
11/22/2024	Email regarding request to inspect remains of building.	PFV	0.10	\$550.00	\$55.00
11/22/2024	Work on Second Amended Complaint.	PFV	0.50	\$550.00	\$275.00
11/22/2024	Work on proposed order on motion for summary judgment (.2); work on exhibits to amended complaint (1.5); work on summons to PR for Estate of Cardinal Andrews (.2); email to G. Abreu O'Connor regarding PR (.2).	rs	2.10	\$100.00	\$210.00
11/25/2024	Email correspondence with G. O'Connor regarding counsel for J. Andrews.	JS	0.10	\$295.00	\$29.50
11/25/2024	Draft email to counsel for the Estate of Andrews regarding service of process.	PFV	0.10	\$550.00	\$55.00
11/26/2024	Review Andrews estate summons regarding partition action.	PFV	0.10	\$550.00	\$55.00
11/26/2024	Email regarding response to Ms. Restrepo regarding request for dismissal as to non-identity lien matter.	PFV	0.10	\$550.00	\$55.00
11/26/2024	Email to James Andrews and Aldo Rodriguez regarding Second Amended Complaint.	rs	0.20	\$100.00	\$20.00
11/27/2024	Email to D. Marin regarding service on Andrew Owens.	rs	0.30	\$100.00	\$30.00
12/02/2024	Email regarding storage of items taken from site by expert.	PFV	0.20	\$550.00	\$110.00
12/03/2024	Email correspondence with G. O'Connor regarding appointment of personal representative of the estate of C. Andrews.	JS	0.10	\$295.00	\$29.50
12/03/2024	Emails to and from process server regarding pending service on defendant in partition action.	rs	0.30	\$100.00	\$30.00
12/05/2024	Emails to and from process server regarding pending service on defendant in partition action.	rs	0.20	\$100.00	\$20.00
12/06/2024	Work on summary judgment motion and supporting documentation.	PFV	0.80	\$550.00	\$440.00
12/06/2024	Emails to and from opposing counsel regarding motion to transfer in US Bank v. New World (E. Small foreclosure) action (.3); email to R. Zellman regarding summary judgment motion in partition action (.2).	rs	0.50	\$100.00	\$50.00

12/09/2024	Review Forty Year Investments LLC's answer to the second amended complaint.	JS	0.10	\$295.00	\$29.50
12/09/2024	Review Miami-Dade County and Miami-Dade County Board of County Commissioners' answer to the second amended complaint.	JS	0.10	\$295.00	\$29.50
12/09/2024	Email with counsel for Association in renter class and review second set of interrogatories.	PFV	0.20	\$550.00	\$110.00
12/09/2024	Work on gathering information regarding renter class interrogatory question same.	PFV	0.30	\$550.00	\$165.00
12/09/2024	Review Miami Dade County Answer to Amended Complaint.	PFV	0.20	\$550.00	\$110.00
12/10/2024	Emails to and from counsel for NewRez LLC and Nationstar mortgage regarding second amended complaint in partition action.	rs	0.30	\$100.00	\$30.00
12/11/2024	Email to counsel for one of the Defendants regarding extension to response to second amended complaint.	PFV	0.10	\$550.00	\$55.00
12/11/2024	Review email regarding attachments to motion for summary judgment and draft response.	PFV	0.10	\$550.00	\$55.00
12/12/2024	Email correspondence with R. Zelman and B. Stringer regarding motion for summary judgment.	JS	0.10	\$295.00	\$29.50
12/12/2024	Review Nationstar Mortgage LLC, New Residential Mortgage LLC, and Mortgage Electronic Registration Systems, Inc.'s motion for extension of time to respond to second amended complaint.	JS	0.10	\$295.00	\$29.50
12/12/2024	Confer with counsel for the association regarding response to interrogatories regarding fire department report.	PFV	0.30	\$550.00	\$165.00
12/12/2024	Revise summary judgment motion with focus on outstanding fees and title matters.	PFV	0.30	\$550.00	\$165.00
12/12/2024	Work on motion for summary judgment and exhibits in partition action.	rs	0.50	\$100.00	\$50.00
12/16/2024	Email correspondence with A. Rodriguez regarding service of process of the second amended complaint and summons for the estate of Cardinal Andrews.	JS	0.10	\$295.00	\$29.50
12/16/2024	Review email from counsel for Andrews estate.	PFV	0.10	\$550.00	\$55.00
12/16/2024	Conference with P. Valori regarding motion for summary judgment and exhibits (.3); finalize same in partition action (.3).	rs	0.60	\$100.00	\$60.00
12/18/2024	Email correspondence with D. Gersten regarding	JS	0.10	\$295.00	\$29.50

	motion for summary judgment and hearing regarding same.				
12/18/2024	Review email from real estate counsel regarding title issues.	PFV	0.10	\$550.00	\$55.00
12/18/2024	Review condominium documents and service of process documents (.5); and draft response (.4).	PFV	0.90	\$550.00	\$495.00
12/18/2024	Work on summary judgment motion and attachments.	PFV	0.50	\$550.00	\$275.00
12/18/2024	Email with Receiver regarding status.	PFV	0.10	\$550.00	\$55.00
12/18/2024	Draft email to real estate counsel regarding summary judgment motion.	PFV	0.10	\$550.00	\$55.00
12/19/2024	(No charge) Email correspondence with M. Betancourt regarding hearing on motion for summary judgment.	JS	0.10	\$0.00	\$0.00
12/19/2024	Attend homeowners' meeting on Zoom.	JS	1.00	\$295.00	\$295.00
12/19/2024	Prepare for (.2); and attend (1.0); association Receivership owner update meeting.	PFV	1.20	\$550.00	\$660.00
12/19/2024	Email with counsel for intervenors.	PFV	0.30	\$550.00	\$165.00
12/19/2024	(No charge) Email regarding case planning as to hearing on summary judgment motion.	PFV	0.10	\$0.00	\$0.00
12/19/2024	Email regarding publication of motion for summary judgment to website.	PFV	0.10	\$550.00	\$55.00
12/20/2024	Email correspondence with A. Bailey regarding hearing on motion for summary judgment in the partition action.	JS	0.10	\$295.00	\$29.50
12/20/2024	Email correspondence with D. Robinson regarding hearing on motion for summary judgment.	JS	0.10	\$295.00	\$29.50
12/20/2024	Email with counsel for renter class regarding hearing planning as to motion for summary judgment.	PFV	0.10	\$550.00	\$55.00
12/23/2024	Work on case planning regarding summary judgment motion.	PFV	0.10	\$550.00	\$55.00
12/23/2024	Confer with real estate counsel regarding approval of title company as to summary judgment relief.	PFV	0.20	\$550.00	\$110.00
12/23/2024	Work on response to interrogatories in class case.	PFV	0.30	\$550.00	\$165.00
12/23/2024	(No charge) Email to all counsel regarding motion for summary judgment (.1); draft request for special set hearing (.2).	rs	0.30	\$0.00	\$0.00

12/26/2024	(No charge) Review notice of special set hearing regarding motion for summary judgment.	JS	0.10	\$0.00	\$0.00
12/27/2024	Email correspondence with G. O'Connor regarding end of engagement letter and final invoice.	JS	0.10	\$295.00	\$29.50
12/27/2024	Email correspondence with S. Goldberg regarding chain of custody form and related production of documents.	JS	0.20	\$295.00	\$59.00
12/27/2024	Email with counsel for the Estate case regarding Cardinal Andrews.	PFV	0.10	\$550.00	\$55.00
12/27/2024	Email with S. Goldberg regarding non-testifying expert witness evidence collection (.1); and review file regarding evidence collection and sharing (.1).	PFV	0.20	\$550.00	\$110.00
12/30/2024	Review and revise interrogatory responses regarding renter class and prepare email to counsel for the Association.	PFV	0.20	\$550.00	\$110.00
01/02/2025	(No charge) Conference with P. Valori regarding response in opposition to motion to intervene, with a focus on inability to inject new issues into the litigation and the inability of a class of individuals to intervene.	JS	1.00	\$0.00	\$0.00
01/02/2025	Work on response to motion to intervene filed by renter class members.	PFV	0.50	\$550.00	\$275.00
01/02/2025	Work on review of response to discovery from renter class.	PFV	0.10	\$550.00	\$55.00
01/03/2025	(No charge) Review notice of hearing regarding motion to intervene.	JS	0.10	\$0.00	\$0.00
01/06/2025	Update research regarding adoption of pleadings by an intervenor (1.0); update research regarding intervenor's inability to inject new issues into the litigation (.7).	JS	1.70	\$295.00	\$501.50
01/07/2025	Review personal injury demand package and file regarding demolition timeline.	PFV	0.40	\$550.00	\$220.00
01/07/2025	Draft response to personal injury demand.	PFV	0.10	\$550.00	\$55.00
01/07/2025	Review lender correspondence to Mr. King.	PFV	0.10	\$550.00	\$55.00
01/07/2025	Draft email regarding same.	PFV	0.10	\$550.00	\$55.00
01/08/2025	Email correspondence with R. Meshel regarding storage payment.	JS	0.10	\$295.00	\$29.50
01/08/2025	Call with Mr. Baptiste regarding case status.	PFV	0.20	\$550.00	\$110.00
01/09/2025	Review email correspondence from M. Rodriguez	JS	0.10	\$295.00	\$29.50

	regarding hearing on motion to intervene.				
01/09/2025	(No charge) Review amended notice of zoom hearing regarding motion to intervene.	JS	0.10	\$0.00	\$0.00
01/09/2025	Review Sacher, Zelman, Hartman invoice for November and December regarding fee application.	JS	0.10	\$295.00	\$29.50
01/09/2025	Work on research memorandum regarding inability of intervenor to inject new issues into the litigation.	JS	0.90	\$295.00	\$265.50
01/14/2025	Further research regarding inability of unstated class members to intervene in a litigation (2.1); work on research memorandum regarding same (.3).	JS	2.40	\$295.00	\$708.00
01/14/2025	Work on response in opposition to motion to intervene.	JS	1.70	\$295.00	\$501.50
01/15/2025	Conference with P. Valori regarding response in opposition to motion to intervene, with a focus on court order limiting their recovery to the association's insurance, if any (.3); work on same (.1).	JS	0.40	\$295.00	\$118.00
01/15/2025	Work on response to motion to intervene.	PFV	0.70	\$550.00	\$385.00
01/16/2025	Work on the Receiver's 8th report and fee application.	JS	1.90	\$295.00	\$560.50
01/17/2025	Review email to accountant regarding 1099 for tax return.	PFV	0.10	\$550.00	\$55.00
01/17/2025	Work on response to motion to intervene.	PFV	1.80	\$550.00	\$990.00
01/20/2025	Work on the Receiver's 8th report and fee application.	JS	0.80	\$295.00	\$236.00
01/21/2025	Work on response in opposition to motion to intervene (3.2); update research regarding condominium statute (1.7).	JS	4.90	\$295.00	\$1,445.50
01/21/2025	Work on response to motion to intervene.	PFV	1.00	\$550.00	\$550.00
01/22/2025	Update research regarding third party issues.	JS	0.60	\$295.00	\$177.00
01/24/2025	Update research regarding third party liability issues.	JS	0.90	\$295.00	\$265.50
01/24/2025	Work on the Receiver's eighth report and fee application, with a focus on the U.S. Bank and partition actions.	JS	0.60	\$295.00	\$177.00
01/26/2025	Email correspondence with J. Hekkanen regarding motion to transfer.	JS	0.10	\$295.00	\$29.50

01/27/2025	Review notice of appearance on behalf of U.S. Bank Trust, N.A.	JS	0.10	\$295.00	\$29.50
01/27/2025	Work on subpoena for deposition duces Review and analyze court file regarding lender, US National Bank and specific units.	rs	0.50	\$100.00	\$50.00
01/27/2025	Email regarding answer for regarding Unit 105.	PFV	0.10	\$550.00	\$55.00
01/27/2025	Review notice of appearance regarding Unit 105.	PFV	0.10	\$550.00	\$55.00
01/28/2025	Email correspondence with J. Suarez regarding hearing on motion to transfer.	JS	0.10	\$295.00	\$29.50
01/29/2025	Review order granting motion to transfer US Bank action.	JS	0.10	\$295.00	\$29.50
01/29/2025	Update research regarding no standing to intervene because no pre-judgment intervention/ attachment.	JS	0.50	\$295.00	\$147.50
01/29/2025	Work on the Receiver's 8th report and fee application, with a focus on the US Bank action and the partition action.	JS	0.30	\$295.00	\$88.50
01/29/2025	Prepare for (.1); and attend (.4); hearing on motion to transfer Small foreclosure case.	PFV	0.50	\$550.00	\$275.00
01/30/2025	(No charge) Work on memorandum of law regarding intervention (.5); update research regarding whether a group of unstated individuals can intervene in a litigation (.3).	JS	0.80	\$0.00	\$0.00
01/30/2025	Work on response to intervention (.6); update research regarding third party liability matters (.8).	JS	1.40	\$295.00	\$413.00
01/30/2025	Review answer from J.P Morgan Chase regarding units 104, 111, 131, 236, 244 and 245.	JS	0.20	\$295.00	\$59.00
01/30/2025	Work on response in opposition to motion to intervene with a focus on vicarious liability argument.	JS	0.50	\$295.00	\$147.50
01/31/2025	Conference with P. Valori regarding response to motion to intervene (.3); work on same (.1)	JS	0.40	\$295.00	\$118.00
				Hours Subtotal	61.7
				Fees Subtotal	\$21,030.00

Expenses

Type	Date	Description	Quantity	Rate	Amount
Expense	11/22/2024	Miami Dade Clerk of Court. 1 civil Action Summons (James O. Andrews, as PR pf Estate of	1.00	\$12.50	\$12.50

C. Andrews). 11.22.24

Expense	11/30/2024	Interest on loan	1.00	\$806.67	\$806.67
Expense	11/30/2024	Lexis Nexis Research Fee	1.00	\$5.28	\$5.28
Expense	11/30/2024	Photocopies	194.00	\$0.25	\$48.50
Expense	12/03/2024	OTR Legal Process. Invoice 2024000726. Summons to be served on James O. Andres, As Personal Representative of of the Estate. 12.03.24	1.00	\$260.20	\$260.20
Expense	12/21/2024	Webmaster. Post meeting notice, post 7th status report, post Motion for summary Judgment, Hosting Renewal for Oct, Nov and December 2024.	1.00	\$97.35	\$97.35
Expense	12/30/2024	Interest on loan	1.00	\$777.07	\$777.07
Expense	12/31/2024	Photocopies	53.00	\$0.25	\$13.25
Expense	01/30/2025	Interest on loan	1.00	\$848.19	\$848.19
Expense	01/31/2025	Lexis Nexis Research Fee	1.00	\$152.97	\$152.97
Expenses Subtotal					\$3,021.98

Name	Hours	Rate	Amount
Melanie Damian	1.1	\$550.00	\$605.00
Mitchell Koch	1.8	\$295.00	\$531.00
Kristopher Pearson	0.7	\$450.00	\$315.00
Kristopher Pearson	0.5	\$0.00	\$0.00
Joseph Seara	28.2	\$295.00	\$8,319.00
Joseph Seara	2.2	\$0.00	\$0.00
Peter Valori	19.4	\$550.00	\$10,670.00
Peter Valori	0.1	\$0.00	\$0.00
Reesea Saetae	5.9	\$100.00	\$590.00
Reesea Saetae	1.8	\$0.00	\$0.00
Hours Total			61.7
Subtotal			\$24,051.98
Amount			\$24,051.98

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Due
(\$564,387.85	+ \$24,051.98) - (\$0.00) = \$588,439.83

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
63	12/31/2023	\$267,345.48	\$0.00	\$267,345.48
242	01/31/2024	\$28,262.38	\$0.00	\$28,262.38
948	04/30/2024	\$34,339.34	\$0.00	\$34,339.34
949	07/31/2024	\$172,856.92	\$0.00	\$172,856.92
1333	10/31/2024	\$61,583.73	\$0.00	\$61,583.73

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1734	01/31/2025	\$24,051.98	\$0.00	\$24,051.98
Outstanding Balance				\$588,439.83
Total Amount Due				\$588,439.83

Please make all amounts payable to: Damian Valori Culmo

LawPay link: <https://secure.lawpay.com/pages/damianandvalori/operating-2>

WIRE TRANSFER INSTRUCTIONS:

Bank Name: City National Bank of Florida
 Bank Address: 25 West Flagler St., Miami, FL 33130
 ABA/Routing #: 066004367
 Swift: CNBFUS3M
 Name: Damian Valori Culmo
 Account Number: 3000065XXX
 Reference Info: Invoice #_____

Please call 305-371-3960 for last digits of the account number

Payment is due upon receipt.

COMPOSITE EXHIBIT 3

Sacher Zelman Hartman, P.A.
Two Datran Center, Suite 1209
9130 South Dadeland Boulevard
Miami, Florida 33156
Telephone: (305) 371-8797
E-mail: info@sacherzelman.com
ID#: 65-0212052

David M. Gersten, Esq.
Gordon & Rees, LLP
100 SE 2nd Street, Suite 3900
Miami, Florida 33131

December 25, 2024
Invoice Number 113555

FILE: 3110002 Gersten, David M. as Receiver
for New World Condominium Apartments
Condominium Association

PROFESSIONAL SERVICES

			Hours
11/26/24	RMZ	Telephone call with Brian Stringer, Esq. of the Fund regarding proposed Judgment.	0.20
11/27/24	RMZ	Preparation of Safe Financial Affidavit regarding Unit 238; correspondence with Peter Valori.	0.20
12/09/24	RMZ	Review Motion for Summary Judgment.	0.20
12/17/24	RMZ	Telephone call with Brian Stringer, Esq. of the Fund regarding Motion, Judgment; review Motion; prepare correspondence to Peter Valori, Esq.	0.80
12/18/24	RMZ	Review Motion and related correspondence from Peter Valori.	0.40

Invoice 113555

3110002 Gersten, David M. as Receiver for New World Condominium Apartments Condomini

12/19/24	RMZ	Review correspondence from Brian Stringer of the Fund; review statute; telephone call with Brian Stringer.	0.50
----------	-----	--	------

12/23/24	RMZ	Telephone call with Brian Stringer, Esq; telephone call with Peter Valori, Esq.	0.60
----------	-----	---	------

TOTAL HOURS AND FEES	2.90	1,435.50
----------------------	------	----------

TOTAL STATEMENT		1,435.50
-----------------	--	----------

<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	2.90	1,435.50
Total Fees	2.90	1,435.50

11/25/24	PREVIOUS BALANCE	10,721.02
	Total this Bill	1,435.50
	<u>NEW BALANCE</u>	<u>12,156.52</u>

Accounts Receivable Aging

Current	1,435.50
30 Days	198.00
60 Days	0.00
90 Days	99.00
120 Days	10,424.02

COMPOSITE EXHIBIT 4

JACQUELINE D. GREENBERG, CPA, LLC

February 20, 2025

Hon. David M. Gersten, Receiver
c/o Mary Dhanji
Damiam & Valori
100 Brickell Ave, Suite 1020
Miami, Florida 33131

File: NW/003

For Professional Services Rendered Re: New World Condominium Apts. Condo Assn.

<u>DATE</u>		<u>TIME</u>
01/20/25	Prepare, e-file and send copies to client - 2024 Forms-NEC	0.65
	Analysis of 2024 receipts and expenses of the receivership for Form 1120-H	
02/03/25	Consolidate financial information to prepare Form 1120-H, U.S. Income Tax Return for Homeowner Associations	2.10
	Preparation of Form 1120-H, including instructions for payment and mailing	
02/05/25		1.10
		<hr/>
		3.85
		<hr/>
	<u>Sub-total</u>	<u>\$962.50</u>
		<hr/>
	Eille4Biz invoice for online processing	20.20
		<hr/>
	TOTAL DUE	<u><u>\$982.70</u></u>

COMPOSITE EXHIBIT 5

 **BERGER SINGERMAN**

201 E. LAS OLAS BLVD. SUITE 1500
FORT LAUDERDALE, FLORIDA 33301
T: (954) 525-9900 F: (954) 523-2872
WWW.BERGERSINGERMAN.COM
EIN# 45-3121429

DAVID M. GERSTEN, AS THE COURT APPOINTED
RECEIVER OF NEW WORLD CONDOMINIUM
ASSOCIATION, INC.
1000 BRICKELL AVENUE, SUITE 1020
MIAMI, FL 33131

December 6, 2024
Invoice: 288079

Client: 34641-0001

Re: ***ESTATE OF CARDINAL ANDREWS - APPOINTMENT OF
ADMINISTRATOR***

For professional services rendered thru: ***November 30, 2024***

Total Fees	2,544.50
Total Expenses	296.23
Credits Applied	(2,000.00)
Current Balance Due	840.73
<i>Past Due Balance</i>	3,157.64
Total Balance Due	\$3,998.37

As always, it is our pleasure to work with you! Payment is due upon receipt.
Payments Options:

You may remit payment via check or visit www.bergersingerman.com/info/client-tools/ to pay by eCheck or credit card.

If you wish to remit payment via wire transfer, please refer to the instructions below.

Thank you!

Wiring instructions for Berger Singerman:

Bank:	City National Bank of Florida
Bank Address:	25 W Flagler Street Miami, FL 33130
ABA No.:	066004367
Account Name:	Berger Singerman, LLP Merchant Account
Account No.:	1955119739
Reference Number:	34641-0001



DAVID M. GERSTEN, AS THE COURT APPOINTED
RECEIVER OF NEW WORLD CONDOMINIUM
ASSOCIATION, INC.
1000 BRICKELL AVENUE, SUITE 1020
MIAMI, FL 33131

INVOICE DATE: December 6, 2024
INVOICE NO. 288079

ESTATE OF CARDINAL ANDREWS - APPOINTMENT OF
ADMINISTRATOR

MATTER ID: 34641-0001

PROFESSIONAL LEGAL SERVICES RENDERED THROUGH: November 30, 2024

F E E S

Date	Attorney	Description	Hours
11/01/24	GAO	COMMUNICATE WITH J. ANDREWS AND T. ANDREWS REGARDING STATUS OF HIRING COUNSEL.	0.20
11/04/24	GAO	COMMUNICATE WITH REGARDING PARTITION ACTION, STATUS OF APPOINTMENT OF PR, AND STRATEGY.	0.20
11/11/24	GAO	INSTRUCT PARALEGAL REGARDING FOLLOW UP ON BENEFICIARY CONSENTS.	0.20
11/12/24	GAO	STRATEGIZE REGARDING STATUS OF CONSENTS AND FORMAL NOTICE ON PETITION FOR ADMINISTRATION.	0.10
11/13/24	GAO	REVISE MOTION FOR APPOINTMENT OF ADMINISTRATOR AD LITEM OR CURATOR.	0.20
11/13/24	GAO	COMMUNICATE WITH P. VALORI REGARDING STRATEGY ON MOTION FOR APPOINTMENT OF ADMINISTRATOR AD LITEM OR CURATOR AND WHETHER TO FILE AS EMERGENCY.	0.30
11/13/24	AG	SUBMIT WAIVERS/CONSENTS TO PETITION FOR FORMAL ADMINISTRATION FROM BENEFICIARIES FOR FILING THROUGH FLORIDA COURTS E-FILING PORTAL	0.20
11/14/24	GAO	FINALIZE MOTION FOR APPOINTMENT OF ADMINISTRATOR AD LITEM OR CURATOR FOR FILING.	0.10
11/14/24	GAO	REVIEW AND REVISE NOTICE OF FILING PROOF OF	0.10

F E E S

Date	Attorney	Description	Hours
		SERVICE OF FORMAL NOTICE - CARMELLA COOPER.	
11/14/24	GAO	COMMUNICATE WITH P. VALORI REGARDING FILING OF MOTION TO APPOINT ADMINISTRATOR AD LITEM OR CURATOR, STATUS OF PR APPOINTMENT, AND NEXT STEPS.	0.20
11/14/24	AG	REVIEW CONFIRMATION OF SERVICE OF FORMAL NOTICE ON CARMELLA COOPER; PREPARE DRAFT NOTICE OF FILING PROOF OF SERVICE AND FILING OF SAME VIA FLORIDA COURTS E-FILING PORTAL	0.20
11/15/24	GAO	COMMUNICATE WITH OPPOSING COUNSEL REGARDING POTENTIAL WITHDRAWAL OF CURATOR MOTION.	0.10
11/15/24	GAO	COMMUNICATE WITH REGARDING POTENTIAL WITHDRAWAL OF CURATOR MOTION IN LIGHT OF COURT'S ERRONEOUS REJECTION OF PR APPOINTMENT ORDERS.	0.10
11/15/24	AG	PREPARED DRAFT WITHDRAWAL OF MOTION FOR EMERGENCY APPOINTMENT OF ADMINISTRATOR AD LITEM OR CURATOR	0.20
11/18/24	GAO	COMMUNICATE WITH P. VALORI REGARDING WITHDRAWAL OF MOTION FOR AD LITEM/CURATOR.	0.10
11/18/24	GAO	REVISE NOTICE OF WITHDRAWAL OF MOTION FOR APPOINTMENT OF ADMINISTRATOR AD LITEM/CURATOR.	0.10
11/18/24	GAO	COMMUNICATE WITH OPPOSING COUNSEL REGARDING AND P. VALORI REGARDING STATUS OF PR APPOINTMENT.	0.20
11/19/24	GAO	COMMUNICATE WITH OPPOSING COUNSEL REGARDING RESUBMISISON OF ORDERS TO COURT AND WITHDRAWAL OF MOTION TO APPOINT AD LITEM/CURATOR.	0.10
11/20/24	GAO	PREPARE COVER LETTER TO JUDGE EXPLAINING PROCEDURAL HISTORY, AGREEMENT OF PARTIES, AND SUBMITTING PROPOSED AGREED ORDERS FOR CONSIDERATION FOLLOWING TEO ERRONEOUS REJECTIONS OF PROPOSED ORDERS APPOINTING PR.	1.20
11/21/24	GAO	COMMUNICATE WITH P. VALORI REGARDING APPOINTMENT OF PR AND NEXT STEPS.	0.10
11/25/24	GAO	COMMUNICATE WITH DAMIAN VALORI REGARDING CONTACT INFORMATION FOR PR.	0.10

Total Hours: **4.30**

Total Fees: **2,544.50**

FEE SUMMARY

Attorney	Hours	Rate	Total
Giovanna A. O'Connor	3.70	635.00	2,349.50
Alana Romig	0.60	325.00	195.00
Total	4.30		\$2,544.50

EXPENSES

Date	Description	Amount
	FEDERAL EXPRESS	290.71
	POSTAGE	5.52
Total Expenses		\$296.23

CREDITS APPLIED **\$(2,000.00)**

CURRENT BALANCE DUE **\$840.73**

PRIOR BALANCE 3,157.64

LESS PAYMENTS: -0

PRIOR BALANCE DUE 3,157.64

PLUS CURRENT BALANCE: 840.73

TOTAL NOW DUE: **3,998.37**

PAST DUE BALANCE - LIST OF UNPAID INVOICE(S)

INVOICE NUMBER	INVOICE DATE	TOTAL	LAST PAYMENT DATE	LAST PAYMENT AMOUNT	BALANCE
285477	10/09/24	1,849.94	NONE	0.00	1,849.94
286883	11/12/24	1,307.70	NONE	0.00	1,307.70
Past Due Balance:					3,157.64

EXHIBIT 6

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

LOUIS JEAN BAPTISTE, CARDINAL
ANDREWS, and VALERIE HUNTER,
for the use and benefit of other property
owners within New World Condominium
Apartments Condominium Association, Inc.,

CASE NO. 2023-001716-CA-01

SECTION: CA-11

Plaintiffs,

v.

NEW WORLD CONDOMINIUM
APARTMENTS CONDOMINIUM
ASSOCIATION, INC.,

Defendant.

**[PROPOSED] ORDER GRANTING RECEIVER'S APPLICATION
FOR ORDER AUTHORIZING PAYMENT OF FEES AND
EXPENSES AND FOR AUTHORIZATION TO DISTRIBUTE FUNDS [D.E.]**

This matter came before the Court upon the application of the Honorable David M. Gersten (Ret.) as the court-appointed receiver in the above-captioned action (the "Receiver") for authorization to pay interim professional fees and expenses of the Receiver and his professionals (the "Application") pursuant to the Court's February 7, 2023 Order Appointing Receiver. With the Court having reviewed the Application, noting that no objection has been filed or otherwise asserted, and finding good cause to approve and authorize payment of the requested fees and costs, hereby ORDERS as follows:

1. The Receiver's Application is GRANTED.
2. The fees and costs incurred by the Receiver and his professionals for the work they performed fulfilling the Receiver's duties under the Appointment Order, reduced by the Receiver as set forth below, are hereby approved in the following amounts:

(a) The Receiver and his law firm, Gordon Rees Scully Mansukhani LLP, incurred fees

in the total amount of \$3,675.00 for the period from November 1, 2024 through January 31, 2025;

(b) Damian | Valori | Culmo, as Lead Counsel to the Receiver, incurred fees in the amount of \$21,030.00 and costs in the amount of \$3,021.98, for a total of \$24,051.98 for the period from November 1, 2024 through January 31, 2025;

(c) Sacher Zelman Harman, P.A., as Special Counsel to the Receiver, incurred fees in the amount of \$1,435.50 for the period from November 1, 2024 through January 31, 2025;

(d) Ms. Greenberg incurred fees in the amount of \$962.50 and costs in the amount of \$20.20, for a total of \$982.70 for the period from November 1, 2024 through January 31, 2025; and

(e) Berger Singerman, as Probate Counsel, incurred fees in the amount of \$544.50 and costs in the amount of \$296.23, for a total of \$840.73 for the period from November 1, 2024 through January 31, 2025.

3. The Receiver is authorized to use funds in account(s) of the New World Condominium Apartments Condominium Association, Inc. to pay the fees and costs in Paragraph 2(c)-(e), *supra*, and the remaining fees and costs referenced in Paragraphs 2(a)-(b), *supra*, will be deferred to a later date.

DONE AND ORDERED in Miami, Florida, this ____ day of _____, 2025.

CIRCUIT COURT JUDGE

Copies to all Counsel of Record