

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 ELEVENTH 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 eleventh 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], Seventh Report [D.E. 56], Eighth Report [D.E. 57], Ninth Report [D.E. 61], and Tenth Report [D.E. 71] 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 formerly Berger Singerman, LLP and now Fowler White Burnett regarding opening an estate regarding Cardinal Andrews and other probate matters (“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, 57, 61, 71], 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 November 24, 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], September 13, 2024 [D.E. 55], May 2,

2025 [D.E. 59, 60], July 2, 2025 [D.E. 67], and November 10, 2026 [D.E. 71]. 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 \$180,000 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 answering questions. The most recent Zoom unit owner meeting took place on November 21, 2025 at 4:00 p.m.

D. Retrieval of Belongings.

As set forth in the Receiver's prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71], 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, 57, 61, 71], 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 (Miami Dade County, Florida Official Records 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*.

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.

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 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.

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.

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.

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, 57, 61, 71], 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”).

On September 6, 2023, 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,*

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).

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”).

The Receiver, through Lead Counsel, continues to monitor the Eliteway Class Action as needed. On July 30, 2025, the court entered an order staying the action.

ii. Thomas Class Action and Renter Class Action

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71], 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, 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].

On July 29, 2025, plaintiff’s counsel in the Thomas Class Action filed a motion to stay the case pending the resolution of the stay in the Renter’s class action against the Association, discussed below and the Eliteway Class Action discussed above.

On March 18, 2024, Lawonda Breedlove, Catresa Montgomery, Lovester Montgomery, Fuquan Thomas, Shekita Whitfield, Grecia Bozeman, and Joanna Manzi (collectively “Renters”) filed their alleged class action complaint against the Association in its individual capacity and in its purported representative capacity pursuant Florida Rule of Civil Procedure to Rule 1.221, as class representative of the members of the Association that own condominium units (“Unit Owners”), asserting a premises liability claim and a negligence claim against the Association in both capacities (“Renter Class Action”).⁵ The Association’s comprehensive general liability insurance carrier appointed counsel, and that counsel undertook the defense of that action.

The Receiver, through lead counsel, continues to monitor the Renters’ Class Action as needed.

On July 15, 2025, the court presiding over the Renters’ Class Action placed the case on inactive status pending the Association’s appeal of the Order Certifying the Renters’ Class Action.

iii. The Valtom Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71], 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*

⁵The Renter Class Action is captioned *Breedlove v. New World Condominium Apartments Condominium Association, Inc.*, Case No. 2024-004925-CA-01 (Fla. 11th J. Cir. Ct.).

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, 57, 61, 71], 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, 57, 61, 71], 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, and the case remains on inactive status.

vi. Mechanic's Lien Action.

As referenced in the prior reports [D.E. 29, 40, 49, 51, 53, 56, 57, 61, 71], 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 moved to stay the US Bank Action, the court presiding over that action entered an *Order Placing Case on Inactive Status* on March 5, 2025, and the case remains on inactive status.

viii. The Hiscox Declaratory Judgment Action

Hiscox Insurance Company, Inc. (“Hiscox”) filed a declaratory judgment action in the United States District Court for the Southern District of Florida against Prestige, the Receiver, the Renters, and certain Unit Owners relating to in insurance policy pertaining claims brought by the defendants against Prestige. *See Hiscox Insurance Company, Inc. v. Prestige Management Solutions, Inc.*, Case No. 25-cv-22368-KWM. The Receiver has answered the complaint and the action remains pending, with a trial set for November 2, 2026.

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, 57, 61, 71], 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”).⁶

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 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 court held a hearing on the Receiver’s motion for summary judgment on February 21, 2025, and entered an order granting the motion, in part, on February 24, 2025 (“Final Summary Judgment of Partition”).

The Renters moved to intervene in the Partition Action [D.E. 455], and the court denied their Motion [D.E. 523], which the Renters appealed [D.E. 527], and the Appeal is now fully brief before the Third District Court of Appeal. *See* Case No.: 3D25-0543.

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. The Receiver is in the process of implementing the Final Summary Judgment Order.

ii. The Prestige Action.

As referenced in the prior reports [D.E. 29, 40, 49, 51, 53, 56, 57, 61, 71], 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

⁶ 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.

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.

On January 2, 2024, 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, 57, 61, 71] and/or his foregoing Eleventh 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 counsel originally with Berger Singerman, LLP and now with Fowler White Burnett regarding opening an estate regarding Cardinal Andrews (“Probate Counsel”).⁷

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 Receiver and GRSM from August 1, 2025 through October 31, 2025 and Lead Counsel from August 1, 2025 through October 31, 2025 for the benefit of the Association, 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 2024, February 2025, and August 1, 2025 through October 31, 2025, as well as the Receiver’s reductions thereto. The fees and costs incurred by Probate Counsel are reflected in the invoice attached hereto as **Composite Exhibit 4** and reflect the time entries and work performed by Probate Counsel for the benefit of the Association from August 1, 2025 through October 31, 2025.

As reflected in **Composite Exhibit 2**, from August 1, 2025 through October 31, 2025, GRSM incurred fees in the total amount of \$4,650.00 and costs in the amount of \$0, for a total amount of \$4,650.00, and from August 1, 2025 through October 31, 2025, Lead Counsel incurred

⁷ 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.

fees in the amount of \$17,382.50 and costs in the amount of \$24,637.40, for a total amount of \$42,019.00.

As reflected in **Composite Exhibit 3**, from November 2024, February 2025, and August 1, 2025 through October 31, 2025, Special Counsel incurred fees in the amount of \$5,770.40.

As reflected in **Composite Exhibit 4**, from August 1, 2025 through October 31, 2025, Probate Counsel incurred fees in the total amount of \$2,430.00, and costs in the amount of \$0, for a total amount of \$2,430.

The Receiver seeks approval of the foregoing fees and costs, and approval to pay the fees of Special Counsel from November 2024, February 2025, and August 1, 2025 through October 31, 2025, in the total amount of \$5,770.00, and the fees and costs of Probate Counsel from August 1, 2025 through October 31, 2025 in the total amount of \$2,430.00 for Fowler While Burnett. GRSM seek approval of their fees and costs from August 1, 2025 through October 31, 2025 and Lead Counsel seek approval of their fees and costs from August 1, 2025 through October 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 5**.

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,

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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 16th day of December 2025.

By: s/Peter F. Valori
Peter F. Valori

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 11/24/2025

		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]	\$ 1,274,919.71	\$ 1,274,919.71	\$ 1,274,919.71
Line 4	Special Assessment	\$ -	\$ -	\$ -
Line 5	Business Asset Liquidation		\$ -	\$ -
Line 6	Interest	\$ 459.00	\$ 459.00	\$ 459.00
Line 7	Third-Party Litigation Income	\$ -	\$ -	\$ -
Line 8	Miscellaneous - Other	\$ -	\$ -	\$ -
	Total Funds Available (Lines 1-8):			\$ 1,275,378.71
	Decreases in Fund Balance:			
Line 9	Disbursements to Investors			
Line 10	Disbursements for Business Operations [1]	\$ 1,267,219.61	\$ 1,267,219.61	\$ 1,267,219.61
Line 10a	Disbursements to Receiver or Other Professionals	\$ -	\$ -	\$ -
	Total Disbursements for Operations			\$ 1,267,219.61
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)			\$ 1,267,219.61
Line 13	Ending Balance (As of November 24, 2025)			\$ 8,159.10
Line 14	Ending Balance of Fund – Net Assets:			
	Total Ending Balance of Fund – Net Assets			\$ 8,159.10

[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
2/7/2025	Damian Valori Culmo Loan	\$ 10,000.00
2/10/2025	Maintenance Fee Deposit	\$ 1,334.95
2/13/2025	Maintenance Fee Deposit	\$ 313.34
2/26/2025	Maintenance Fee Deposit	\$ 276.93

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

Date of Check	From	Amount
3/4/2025	Maintenance Fee Deposit	\$ 1,704.35
3/11/2025	Maintenance Fee Deposit	\$ 1,377.88
3/25/2025	Maintenance Fee Deposit	\$ 276.93
3/31/2025	Maintenance Fee Deposit	\$ 313.34
4/4/2025	Maintenance Fee Deposit	\$ 851.60
4/9/2025	Maintenance Fee Deposit	\$ 1,250.55
4/17/2025	Maintenance Fee Deposit	\$ 269.00
4/23/2025	Damian Valori Culmo Loan	\$ 10,000.00
4/28/2025	Maintenance Fee Deposit	\$ 397.77
5/1/2025	Maintenance Fee Deposit	\$ 815.19
5/5/2025	Maintenance Fee Deposit	\$ 1,563.86
5/12/2025	Maintenance Fee Deposit	\$ 711.11
5/30/2025	Maintenance Fee Deposit	\$ 538.26
6/2/2025	Maintenance Fee Deposit	\$ 276.93
6/6/2025	Maintenance Fee Deposit	\$ 711.11
6/12/2025	Maintenance Fee Deposit	\$ 1,206.21
6/12/2025	Damian Valori Culmo Loan	\$ 10,000.00
7/15/2025	Maintenance Fee Deposit	\$ 2,656.01
7/21/2025	Maintenance Fee Deposit	\$ 397.77
8/4/2025	Maintenance Fee Deposit	\$ 1,710.87
8/7/2025	Damian Valori Culmo Loan	\$ 10,000.00
8/19/2025	Maintenance Fee Deposit	\$ 937.21
9/2/2025	Maintenance Fee Deposit	\$ 538.26
9/2/2025	Damian Valori Culmo Loan	\$ 10,000.00
9/3/2025	Maintenance Fee Deposit	\$ 313.34
9/9/2025	Maintenance Fee Deposit	\$ 882.34
9/16/2025	Maintenance Fee Deposit	\$ 553.86
10/1/2025	Maintenance Fee Deposit	\$ 807.26
10/7/2025	Maintenance Fee Deposit	\$ 626.68
10/22/2025	Maintenance Fee Deposit	\$ 830.79
10/29/2025	Maintenance Fee Deposit	\$ 538.26
10/30/2025	Damian Valori Culmo Loan	\$ 10,000.00
11/4/2025	Maintenance Fee Deposit	\$ 313.34
11/7/2025	Maintenance Fee Deposit	\$ 582.34
Total		\$ 1,274,919.71

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

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

Date of Check	From	Amount
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
2/28/2025	interest	\$ 0.20
3/31/2025	interest	\$ 0.44
4/30/2025	interest	\$ 0.28
5/31/2025	interest	\$ 0.31
6/30/2025	interest	\$ 0.31
7/31/2025	interest	\$ 0.34
8/31/2025	interest	\$ 0.26
9/30/2025	interest	\$ 0.45
10/31/2025	interest	\$ 0.21
Total		\$ 459.00
GRAND TOTAL OF RECEIPTS		\$ 1,275,378.71

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 Security 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
2/21/2025	Department of Treasury	\$ 17.00
2/28/2025	Telephone Service	\$ 20.00
3/4/2025	New Wave Loan	\$ 3,366.00
3/10/2025	Las Nueces Landscape & Trimming	\$ 990.06
3/13/2025	New Wave Loan	\$ 4,207.50
3/30/2025	Telephone Service	\$ 20.00
4/4/2025	New Wave Loan	\$ 3,366.00
4/13/2025	New Wave Loan	\$ 4,207.50
4/23/2025	Appraisal First Real Estate Appraisers	\$ 3,000.00
4/23/2025	Appraisal First Real Estate Appraisers	\$ 15.00
4/30/2025	Telephone Service	\$ 20.00
5/4/2025	New Wave Loan	\$ 3,366.00
5/13/2025	New Wave Loan	\$ 4,207.50
5/30/2025	Telephone Service	\$ 20.00
6/2/2025	New Wave Loan	\$ 3,366.00
6/12/2025	Avante - Nea Insurance	\$ 2,582.75
6/18/2025	New Wave Loan	\$ 4,207.50
6/25/2025	Las Nueces Landscape & Trimming	\$ 1,050.00
6/30/2025	Telephone Service	\$ 20.00
7/30/2025	Telephone Service	\$ 20.00
8/7/2025	New Wave Loan	\$ 7,788.00
8/7/2025	New Wave Loan	\$ 7,573.50
8/30/2025	Telephone Service	\$ 20.00
9/2/2025	New Wave Loan	\$ 7,788.00
9/30/2025	Telephone Service	\$ 20.00
10/2/2025	New Wave Loan	\$ 7,788.00

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

Date	From	Amount
10/30/2025	Telephone Service	\$ 20.00
11/2/2025	New Wave Loan	\$ 7,788.00
11/7/2025	Las Nueces Landscape & Trimming	\$ 1,116.00
11/30/2025	Telephone Service	\$ 20.00
GRAND TOTAL OF EXPENSES		\$ 1,267,219.61



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

September 22, 2025
ID: GERSP 1299620
Invoice No. 21979770
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH August 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>
08/01/25	Conference with Melanie Damian re: terms on notes .1; review and respond to Melanie Damian email re: sign as my attorney .1; review Peter Valori email re: settlement .1	DMG2	0.30
08/05/25	Review and respond to Rick Zelman email re: billing .1	DMG2	0.10
08/07/25	Review and respond to Gia Abreu email re: hearing .1	DMG2	0.10
08/12/25	Review and respond to Peter Valori email re: broker suggestion .1; conference with Peter Valori re: price reduction in order to generate buyer interest .1	DMG2	0.20
08/13/25	Review and sign listing contract change .1	DMG2	0.10
08/15/25	Attend zoon conference with homeowners .4; review Peter Valori/Arthur Porosoff email re: potential buyers .1	DMG2	0.50

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 September 22, 2025

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

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
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
Statement No 21788288	February 13, 2025	\$975.00
Statement No 21817354	March 14, 2025	\$4,500.00
Statement No 21852728	April 25, 2025	\$2,799.85
Statement No 21875054	May 21, 2025	\$6,983.57
Statement No 21902890	June 24, 2025	\$5,850.00
Statement No 21927193	July 22, 2025	\$2,310.00
Statement No 21944854	August 12, 2025	\$6,934.76

Total Accounts Receivable Balance:

\$121,668.15



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YOUR 50 STATE LAW FIRM™

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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

September 22, 2025
ID: GERSP 1299620
Invoice No. 21979770
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH August 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: 21979770

LOCKBOX ADDRESS FOR CHECKS

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

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David Gersten
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100 SE Second St, Suite 3900
Miami, FL 33131
dgersten@grsm.com

October 22, 2025
ID: GERSP 1299620
Invoice No. 22010647
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH September 30, 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>
09/03/25	Review and respond to Peter Valori email re: possible offer .1	DMG2	0.10
09/04/25	Review Peter Valori email re: St. Germaine case .1	DMG2	0.10
09/09/25	Review court filing .1; review and respond to Peter Valori email re: judge .1	DMG2	0.20
09/15/25	Review Eric Thompson/Kris Pearson emails re: report .1; and review Rick Zelman email re: mortgage issue .1	DMG2	0.20
09/18/25	Review court order .1	DMG2	0.10
09/19/25	Review and respond to Peter Valori email re: appraisal update .1; review Mai Ling/Peter Valori emails re: payment .1	DMG2	0.20
09/22/25	Review court filing .1	DMG2	0.10
09/24/25	Review court filing .1; review latest court order .1; review order re: default .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	1.30	975.00

TOTAL FOR SERVICES

\$975.00

Outstanding Statements as of October 22, 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 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
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Statement No 21575686	May 14, 2024	\$4,465.00
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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
Statement No 21788288	February 13, 2025	\$975.00
Statement No 21817354	March 14, 2025	\$4,500.00
Statement No 21852728	April 25, 2025	\$2,799.85
Statement No 21875054	May 21, 2025	\$6,983.57
Statement No 21902890	June 24, 2025	\$5,850.00
Statement No 21927193	July 22, 2025	\$2,310.00
Statement No 21944854	August 12, 2025	\$6,934.76
Statement No 21979770	September 22, 2025	\$975.00

Total Accounts Receivable Balance:

\$122,643.15



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

October 22, 2025
ID: GERSP 1299620
Invoice No. 22010647
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH September 30, 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: 22010647

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El Monte, CA 91731-2823

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Miami, FL 33131
dgersten@grsm.com

November 7, 2025
ID: GERSP 1299620
Invoice No. 22023261
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH October 31, 2025

Fees For Professional Services:	\$2,700.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$2,700.00

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>
10/03/25	Review Peter Valori email re: death certificate .1; review court filing .1	DMG2	0.20
10/07/25	Email to/from Peter Valori re: property .1; review court order .1	DMG2	0.20
10/08/25	Review and respond to Peter Valori email re: appraisal update .1	DMG2	0.10
10/09/25	Zoom conference with Peter Valori re: re-appraise property and discussion about how to get offer(s) .4; review and respond to Peter Valori email re: article .1	DMG2	0.50
10/13/25	Review Rick Zelman email with bill attached for review .1; review and respond to Peter Valori email re: probate billing .1; review and respond to Peter Valori email re: appraisal .1	DMG2	0.30
10/16/25	Review court filing .1; review and respond to Reesea Saettae email re: next owner meeting .1	DMG2	0.20
10/24/25	Review court filing .1	DMG2	0.10
10/25/25	Review Peter Valori email re: extension .1; review court filing .1; review Peter Valori email(s) with multiple court filings for review .2; review Jesmany Jomarron/Russell Landy emails re; expert .1	DMG2	0.50
10/27/25	Review Kris Pearson email re: court disclosures .1; review Peter Valori/Melanie Damian email(s) with new appraisal report for review, analysis and decision making re: pricing going forward .4; review and respond to Peter Valori email re: appraisal and setting new sales price .1; review and respond to Peter Valori/Melanie Damian emails re: conference re: pricing .1	DMG2	0.70
10/28/25	Review and respond to Peter Valori re: motion in case .1	DMG2	0.10
10/30/25	Zoom conference with Peter Valori and Melanie Damian re: marketing/selling property re: obtaining interest in the property and pricing considerations .5; review court filing .1	DMG2	0.60
10/31/25	Review court filing .1	DMG2	0.10

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	3.60	2,700.00

TOTAL FOR SERVICES

\$2,700.00

Outstanding Statements as of November 7, 2025

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21326723	May 17, 2023	\$15,955.00
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
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Statement No 21788288	February 13, 2025	\$975.00
Statement No 21817354	March 14, 2025	\$4,500.00
Statement No 21852728	April 25, 2025	\$2,799.85
Statement No 21875054	May 21, 2025	\$6,983.57
Statement No 21902890	June 24, 2025	\$5,850.00
Statement No 21927193	July 22, 2025	\$2,310.00
Statement No 21944854	August 12, 2025	\$6,934.76
Statement No 21979770	September 22, 2025	\$975.00
Statement No 22010647	October 22, 2025	\$975.00

David Gersten Special Magistrate
ID: GERSP 1299620
Invoice No.: 22023261

November 7, 2025
Page 4

Invoice Number

Date

Balance Due

Total Accounts Receivable Balance:

\$123,618.15



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

November 7, 2025
ID: GERSP 1299620
Invoice No. 22023261
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH October 31, 2025

Fees For Professional Services:	\$2,700.00
Expenses and Advances:	<u>0.00</u>

Current Bill: **\$2,700.00**

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: 22023261

LOCKBOX ADDRESS FOR CHECKS

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

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 Miami, FL 33131
 United States
 dvcatorneys.com

INVOICE

Invoice # 26149
 Date: 10/31/2025

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
08/01/2025	Communications with counsel for New Wave regarding consolidated loan documents, make final revisions to consolidated promissory note and consolidated receiver's certificate, and coordinate execution of final consolidated documents.	KP	0.50	\$450.00	\$225.00
08/01/2025	Finalizing and executing consolidated loan document; discuss same and obtain approval from Receiver.	MME	0.80	\$550.00	\$440.00
08/01/2025	Draft notice of filing Receiver's consolidated first lien certificate of indebtedness.	rs	0.30	\$100.00	\$30.00
08/06/2025	Analyze Renter's reply brief in appeal of denial of their motion to intervene in the partition action.	KP	0.50	\$450.00	\$225.00
08/11/2025	Work on title issues and affidavit request of real estate transactional counsel.	PFV	0.90	\$550.00	\$495.00
08/12/2025	Email from insurance agent forwarding insurance policy for the Receiver and his firm, review same, forward to E. Thompson, emails with E. Thompson regarding same, and exchange emails with insurance agent regarding coverage under the policy.	KDM	0.20	\$525.00	\$105.00
08/12/2025	Confer with broker regarding sales status.	PFV	0.20	\$550.00	\$110.00

08/12/2025	Confer with Receiver regarding status of sales efforts.	PFV	0.20	\$550.00	\$110.00
08/13/2025	Emails with insurance agent confirming coverage for insurance policy that was recently bound and emails with E. Thompson regarding same.	KDM	0.10	\$525.00	\$52.50
08/13/2025	Email with receiver and broker regarding price reduction.	PFV	0.10	\$550.00	\$55.00
08/13/2025	Email with lender regarding status.	PFV	0.10	\$550.00	\$55.00
08/13/2025	Confer with real estate counsel regarding clearing title.	PFV	0.50	\$550.00	\$275.00
08/13/2025	Prepare proposed order on dissolution of association regarding clearing title.	PFV	0.30	\$550.00	\$165.00
08/14/2025	(No charge) Work on Receiver's tenth report and fee application in receivership action (1.5); email to broker regarding listing agreement in partition action (.3).	rs	1.80	\$0.00	\$0.00
08/14/2025	Analyze dockets in various cases and invoices from various law firms and draft 10th Receiver's Report and Fee Application and Proposed Order.	KP	3.00	\$450.00	\$1,350.00
08/15/2025	Attend zoom meeting with owners.	rs	0.80	\$100.00	\$80.00
08/15/2025	Conferences regarding quarterly report.	PFV	0.30	\$550.00	\$165.00
08/15/2025	Prepare for (.3); and attend (.8); zoom meeting with unit owners.	PFV	1.10	\$550.00	\$605.00
08/15/2025	Email with broker regarding nearby school and listing content.	PFV	0.20	\$550.00	\$110.00
08/18/2025	(No charge) Email to D. Campagna regarding new website posting.	rs	0.20	\$0.00	\$0.00
08/18/2025	Email regarding posting of real estate listing.	PFV	0.20	\$550.00	\$110.00
08/19/2025	Attend hearing on follow up as to withdraw order in main receivership case.	PFV	0.60	\$550.00	\$330.00
08/21/2025	Email regarding death certificate regarding Mr. St. Germain.	PFV	0.10	\$550.00	\$55.00
08/22/2025	Confer with broker and land use lawyer.	PFV	0.30	\$550.00	\$165.00
08/26/2025	Email with plaintiff's counsel in Hisox case regarding planning conference.	PFV	0.10	\$550.00	\$55.00
09/03/2025	Prepare letter to homeowner regarding non-representation.	PFV	0.20	\$550.00	\$110.00
09/03/2025	Email and call with broker regarding listing status.	PFV	0.30	\$550.00	\$165.00

09/04/2025	(No charge) Review and analyze Estate of J. St. Germain court file (.5); draft motion for extension of time to open estate and serve personal representative regarding J. St. Germain in partition action (.8).	rs	1.30	\$0.00	\$0.00
09/04/2025	Strategize regarding hearing on notice of dismissal for lack of prosecution in Deutsche Bank foreclosure action regarding new world property.	KP	0.20	\$450.00	\$90.00
09/04/2025	Strategize regarding constructive service of process for quiet title action for unit owner owner in new world property.	KP	0.30	\$450.00	\$135.00
09/04/2025	Email regarding King foreclosure case.	PFV	0.10	\$550.00	\$55.00
09/04/2025	Review notice of lack of prosecution.	PFV	0.10	\$550.00	\$55.00
09/04/2025	Email with probate lawyer regarding status as to Saint Germaine case.	PFV	0.30	\$550.00	\$165.00
09/04/2025	Preliminary research regarding constructive service of quiet title action.	PFV	0.10	\$550.00	\$55.00
09/04/2025	Email with real estate counsel regarding possible quiet title action.	PFV	0.10	\$550.00	\$55.00
09/05/2025	Review motion for extension to serve personal representative of St. Germain.	PFV	0.20	\$550.00	\$110.00
09/05/2025	Confer with title counsel regarding title issue regarding St. Germain.	PFV	0.10	\$550.00	\$55.00
09/05/2025	Confer with receiver regarding status.	PFV	0.20	\$550.00	\$110.00
09/08/2025	Hiscox - Strategize regarding answer to Hiscox Declaratory Judgment Action; analyze declaratory judgment complaint; strategize regarding status conference set by Magistrate Judge; revise draft answer to declaratory judgment complaint.	KP	1.00	\$450.00	\$450.00
09/08/2025	Hiscox - Work on answer and affirmative defenses.	PFV	1.50	\$550.00	\$825.00
09/08/2025	Hiscox - Review docket and analyze procedural posture of case.	PFV	0.30	\$550.00	\$165.00
09/08/2025	Hiscox - Draft email to counsel for party purporting to represent Receiver.	PFV	0.20	\$550.00	\$110.00
09/08/2025	Hiscox - Email with counsel for Plaintiff regarding conference planning and status conference.	PFV	0.20	\$550.00	\$110.00
09/09/2025	Analyze court docket in Hiscox Declaratory Judgment Action and Magistrate Judge Lett's discovery procedures prior to status conference and attend status conference.	KP	0.50	\$450.00	\$225.00

09/09/2025	Revise Tenth Status report to include internal comments and analyze court dockets to locate information for including in status report.	KP	0.50	\$450.00	\$225.00
09/09/2025	Begin drafting Rule 7.1 disclosure statement and certificate of interested persons.	KP	0.50	\$450.00	\$225.00
09/09/2025	Strategize regarding potential conflicts and pros and cons with motion to abate indemnity claim in Hiscox declaratory judgment action.	KP	0.30	\$450.00	\$135.00
09/09/2025	(No charge) Work on motion for extension of time to open estate and serve personal representative regarding J. St. Germain in partition action (.5); draft notice of hearing on same (.3).	rs	0.80	\$0.00	\$0.00
09/09/2025	(No charge) Email regarding extension to serve St. Germain.	PFV	0.20	\$0.00	\$0.00
09/09/2025	Attend hearing on status conference in St. Germain matter.	PFV	0.30	\$550.00	\$165.00
09/09/2025	Hiscox - Attend status conference regarding Magistrate Judge potential conflict disclosure.	PFV	0.20	\$550.00	\$110.00
09/09/2025	Hiscox - Email with receiver regarding Magistrate Judge potential conflict disclosure.	PFV	0.40	\$550.00	\$220.00
09/09/2025	Hiscox - Call with counsel for renters regarding position on motion to dismiss.	PFV	0.30	\$550.00	\$165.00
09/09/2025	Hiscox - Review motion to dismiss (.2); and email with receiver regarding same (.2).	PFV	0.40	\$550.00	\$220.00
09/09/2025	Review report updated receiver's report.	PFV	0.20	\$550.00	\$110.00
09/10/2025	Revisions to Tenth Receiver's Report and Proposed Order on Certain professional fee applications.	KP	0.50	\$450.00	\$225.00
09/15/2025	Email regarding case planning as to Hiscox matter.	PFV	0.10	\$550.00	\$55.00
09/18/2025	Confer with broker.	PFV	0.40	\$550.00	\$220.00
09/18/2025	Email with opposing counsel regarding Hiscox case as to proposed motion for default as to Prestige.	PFV	0.10	\$550.00	\$55.00
09/18/2025	Review proposed scheduling report and proposed scheduling order in Hiscox case.	PFV	0.20	\$550.00	\$110.00
09/18/2025	Review opposition email regarding motion for default as to Hiscox.	PFV	0.10	\$550.00	\$55.00
09/19/2025	Prepare for and attend scheduling conference regarding Hiscox matter.	PFV	0.20	\$550.00	\$110.00

09/19/2025	Email with Receiver and appraiser regarding price reduction.	PFV	0.30	\$550.00	\$165.00
09/23/2025	Confer with broker regarding status and value analysis.	PFV	0.40	\$550.00	\$220.00
09/23/2025	Email regarding status of sales efforts.	PFV	0.20	\$550.00	\$110.00
09/23/2025	Email with appraiser.	PFV	0.10	\$550.00	\$55.00
09/23/2025	Email with opposing counsel in Hiscox case regarding joint scheduling report.	PFV	0.10	\$550.00	\$55.00
09/24/2025	(No charge) Review motion for default as to Prestige.	PFV	0.10	\$0.00	\$0.00
09/24/2025	(No charge) Review clerk's default as to Prestige.	PFV	0.10	\$0.00	\$0.00
09/24/2025	Review court order on motion for default as to Prestige and instructions to counsel.	PFV	0.10	\$550.00	\$55.00
09/25/2025	Responding to request regarding property.	MME	0.20	\$550.00	\$110.00
09/30/2025	Prepare for and attend hearing on dismissal for lack of prosecution in Duetche Bank foreclosure action of one of the owners of a unit at the New World condominium.	KP	0.50	\$450.00	\$225.00
10/01/2025	Review scheduling order and report in Hiscox matter.	PFV	0.10	\$550.00	\$55.00
10/03/2025	Review initial conflict disclosure of renter defendants in Hiscox matter.	PFV	0.10	\$550.00	\$55.00
10/03/2025	Review motion to dismiss in Hiscox matter.	PFV	0.20	\$550.00	\$110.00
10/03/2025	Analyze issues pertaining to dates and deadlines for disclosures in Hiscox declaratory judgment action.	KP	0.30	\$450.00	\$135.00
10/06/2025	Confer with appraiser regarding revision to value based on liquidating value.	PFV	0.20	\$550.00	\$110.00
10/06/2025	Email with broker regarding status and planning.	PFV	0.20	\$550.00	\$110.00
10/06/2025	Review disclosures of owner group regarding affiliates in Hiscox case.	PFV	0.10	\$550.00	\$55.00
10/06/2025	Draft email regarding case planning as to Hiscox case as to disclosures.	PFV	0.10	\$550.00	\$55.00
10/07/2025	Strategize regarding corporate disclosure statement under Rule 7.1 and matters to disclose regarding Hiscox matter.	KP	0.20	\$450.00	\$90.00
10/07/2025	Prepare status email regarding property sale efforts.	PFV	0.10	\$550.00	\$55.00

10/07/2025	(No charge) Review notice of status conference in owner class action case.	PFV	0.10	\$0.00	\$0.00
10/07/2025	Research regarding orderly liquidation value regarding revised appraisal request.	PFV	0.10	\$550.00	\$55.00
10/07/2025	Draft email to appraiser regarding same.	PFV	0.10	\$550.00	\$55.00
10/07/2025	Draft email to broker regarding same.	PFV	0.10	\$550.00	\$55.00
10/08/2025	In Hiscox Declaratory Judgment Action: Analyze applicable rules and court orders about corporate disclosure statement and certificate of interested parties; analyze documents filed by other parties; draft corporate disclosure statement.	KP	1.00	\$450.00	\$450.00
10/09/2025	Email regarding property sale price.	PFV	0.10	\$550.00	\$55.00
10/09/2025	Confer with Receiver regarding status of sale.	PFV	0.20	\$550.00	\$110.00
10/09/2025	Confer with K. Pearson regarding disclosure requirement in Hiscox case.	PFV	0.10	\$550.00	\$55.00
10/10/2025	Email with appraiser regarding payment terms.	PFV	0.10	\$550.00	\$55.00
10/13/2025	Email with counsel for Hiscox regarding response to requested extension by Hiscox.	PFV	0.10	\$550.00	\$55.00
10/13/2025	Review retainer agreement for appraiser regarding updated appraisal.	PFV	0.20	\$550.00	\$110.00
10/14/2025	Review Chapter 48 affidavit regarding Hiscox matter.	PFV	0.20	\$550.00	\$110.00
10/16/2025	Email regarding Berger Singerman invoice regarding partition action.	PFV	0.10	\$550.00	\$55.00
10/16/2025	Review Rule 7.1 regarding corporate disclosure and email regarding same regarding Hiscox matter.	PFV	0.30	\$550.00	\$165.00
10/16/2025	Email to receiver regarding update in Hiscox case.	PFV	0.10	\$550.00	\$55.00
10/16/2025	Email to and from receiver regarding next zoom owners' meeting (.2); email to probate attorney regarding E/O St. Germain (.3); mass email to homeowners' regarding same (.3).	rs	0.80	\$100.00	\$80.00
10/17/2025	Communications with counsel for parties in Hiscox declaratory judgment actions regarding extension of time to serve Rule 26(a) initial disclosures.	KP	0.30	\$450.00	\$135.00
10/19/2025	Email to Rick Zelman regarding status update.	PFV	0.20	\$550.00	\$110.00
10/19/2025	(No charge) Email with opposing counsel regarding mediation planning.	PFV	0.10	\$0.00	\$0.00

10/19/2025	Email regarding Rule 26 disclosures in Hiscox case.	PFV	0.10	\$550.00	\$55.00
10/19/2025	(No charge) Case planning conference with K. Pearson.	PFV	0.20	\$0.00	\$0.00
10/19/2025	Strategize regarding Rule 26(a) initial disclosures in Hiscox Declaratory Judgment Action.	KP	0.20	\$450.00	\$90.00
10/25/2025	Review insurance company's response to motion to dismiss in Hiscox matter.	PFV	0.20	\$550.00	\$110.00
10/25/2025	Review Rule 26 disclosures of renter group in Hiscox matter.	PFV	0.20	\$550.00	\$110.00
10/27/2025	Reviewing new appraisal and reviewing financial analysis and discussing next steps with co-counsel.	MME	0.60	\$550.00	\$330.00
10/27/2025	Analyze documents and information for and draft Rule 26(a) Initial Disclosures, revises disclosures, communications with client regarding disclosures, and serve disclosures on counsel in Hiscox declaratory judgment action.	KP	2.50	\$450.00	\$1,125.00
10/27/2025	Work on rule 26 disclosures in Hiscox matter.	PFV	0.20	\$550.00	\$110.00
10/27/2025	Review updated appraisal.	PFV	0.20	\$550.00	\$110.00
10/27/2025	Email regarding updated appraisal.	PFV	0.20	\$550.00	\$110.00
10/27/2025	Conference and email regarding price reduction.	PFV	0.20	\$550.00	\$110.00
10/27/2025	Confer with broker regarding price reduction.	PFV	0.10	\$550.00	\$55.00
10/27/2025	Review Plaintiff's Rule 26 disclosures in Hiscox Matter.	PFV	0.10	\$550.00	\$55.00
10/28/2025	Email regarding possible agreed final judgment in Hiscox case.	PFV	0.10	\$550.00	\$55.00
10/30/2025	Reaching out to potential buyer; meeting with Receiver regarding status and price issues.	MME	1.00	\$550.00	\$550.00
				Hours Subtotal	40.4
				Fees Subtotal	\$17,382.50

Expenses

Type	Date	Description	Quantity	Rate	Amount
Expense	08/07/2025	Loan to Receivership for association expenses.	1.00	\$10,000.00	\$10,000.00
Expense	08/11/2025	Interest on loan	1.00	\$1,102.22	\$1,102.22
Expense	08/25/2025	Webmaster. Invoice 1139247. Shared Hosting -	1.00	\$12.95	\$12.95

Starter Hosting (newworldcondoreceivership.com)
Sept 2025 - Oct 2025

Expense	08/31/2025	Pacer/Court Documents	1.00	\$4.20	\$4.20
Expense	08/31/2025	Photocopies	127.00	\$0.25	\$31.75
Expense	09/02/2025	Loan to Receivership for association expenses.	1.00	\$10,000.00	\$10,000.00
Expense	09/25/2025	Webmaster. Invoice 1200892. Shared Hosting - Starter Hosting Oct 01-Nov 01.2025 (newworldcondoreceivership.com) 09.25.25	1.00	\$12.95	\$12.95
Expense	09/30/2025	Interest on loan	1.00	\$2,369.01	\$2,369.01
Expense	09/30/2025	Pacer/Court Documents	1.00	\$32.90	\$32.90
Expense	10/25/2025	Webmaster. Invoice 1255742. Shared Hosting - Starter Hosting (newworldcondoreceivership.com) Nov 1st-Dec 1st. 2025	1.00	\$12.95	\$12.95
Expense	10/31/2025	Pacer/Court Documents	1.00	\$41.70	\$41.70
Expense	10/31/2025	Photocopies	17.00	\$0.25	\$4.25
Expense	10/31/2025	Interest on loan	1.00	\$1,012.52	\$1,012.52
				Expenses Subtotal	\$24,637.40

Name	Hours	Rate	Amount	
Melanie Damian	2.6	\$550.00	\$1,430.00	
Kenneth Murena	0.3	\$525.00	\$157.50	
Kristopher Pearson	12.8	\$450.00	\$5,760.00	
Peter Valori	17.9	\$550.00	\$9,845.00	
Peter Valori	0.8	\$0.00	\$0.00	
Reesea Saetae	1.9	\$100.00	\$190.00	
Reesea Saetae	4.1	\$0.00	\$0.00	
			Hours Total	40.4
			Subtotal	\$42,019.90
			Amount	\$42,019.90

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Due
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(\$748,924.21 + \$42,019.90) - (\$0.00) = **\$790,944.11**

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
1734	01/31/2025	\$24,051.98	\$0.00	\$24,051.98
2134	04/30/2025	\$86,544.02	\$0.00	\$86,544.02
2482	07/31/2025	\$73,940.36	\$0.00	\$73,940.36

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
26149	10/31/2025	\$42,019.90	\$0.00	\$42,019.90

Outstanding Balance \$790,944.11

Total Amount Due \$790,944.11

Please make all amounts payable to: Damian Valori Culmo

Please call 305-371-3960 for questions.

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

November 25, 2024
Invoice Number 113532

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

PROFFESIONAL SERVICES

		Hours	
11/11/24	RMZ Review proposed Final Judgment; prepare correspondence to Brian Stringer of The Fund.	0.40	
	TOTAL HOURS AND FEES	0.40	198.00
	TOTAL STATEMENT		198.00

<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	0.40	198.00
Total Fees	0.40	198.00

09/25/24	PREVIOUS BALANCE	10,523.02
	Total this Bill	198.00
	<u>NEW BALANCE</u>	<u>10,721.02</u>

November 25, 2024

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Invoice 113532

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

Accounts Receivable Aging

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

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

February 25, 2025
Invoice Number 113603

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

PROFFESIONAL SERVICES

			Hours
02/11/25	RMZ	Review correspondence from Peter Valori regarding Unit 237.	0.20
02/12/25	RMZ	Preparation of correspondence to Brian Stringer of The Fund and Peter Valori, Esq.	0.20
02/12/25	RMZ	Preparation of correspondence to Brian Strnger of the Fund regarding Unit 237.	0.20
02/14/25	RMZ	Telephone call with Brian Stringer of the Fund; telephone call with Joseph Seara, Esq; review Deed, title commitment, et al; telephone call with Peter Valori.	1.40

Invoice 113603

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

02/17/25 RMZ Review file regarding Unit 237 and 0.60
 Quit Claim Deed; telephone call with
 Iris Castillo; prepare correspondence
 to Brian Stringer of The Fund.

02/19/25 RMZ Review Unit 237; prepare 0.20
 correspondence to Peter Valori, Esq.

TOTAL HOURS AND FEES 2.80 1,386.00

TOTAL STATEMENT 1,386.00

<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	2.80	1,386.00
Total Fees	2.80	1,386.00

01/25/25	PREVIOUS BALANCE	12,156.52
	Total this Bill	1,386.00
	<u>NEW BALANCE</u>	<u>13,542.52</u>

Accounts Receivable Aging

Current	1,386.00
30 Days	0.00
60 Days	1,435.50
90 Days	198.00
120 Days	10,523.02

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

August 25, 2025
Invoice Number 113785

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

PROFFESIONAL SERVICES

			Hours
07/30/25	RMZ	Preparation of correspondence to Brian Stringer of the Fund; review correspondence from Brian; telephone call with Iris Castillo.	0.20
08/01/25	RMZ	Conference call with Brian Stringer of the Fund and Iris Castillo regarding updated title commitment.	2.50
08/01/25	IC	Conference call with Brian Stringer of the Fund and Richard M. Zelman, Esq., regarding updated title commitment.	2.50
08/04/25	RMZ	Review title commitment and notes; telephone call with Iris Castillo; telephone call with Iris Castillo and Brian Stringer, Esq.	0.90

Invoice 113785

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

08/04/25	IC	Conference call with Brian Stringer of the Fund and Richard M. Zelman regarding title issues.	0.50
08/13/25	RMZ	Telephone call with Iris Castillo; review title commitment and requirements; telephone call with Peter Valori, Esq; et als; calls to Brian Stringer, Esq; prepare correspondence to Brian Stringer, Esq; review correspondence from Peter Valori, Esq.	1.80
08/21/25	RMZ	Review correspondence from Iris Castillo regarding St. Germaine Estate issue.	0.20

TOTAL HOURS AND FEES 8.60 3,147.00

TOTAL STATEMENT 3,147.00

<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	5.60	2,772.00
Iris Castillo	3.00	375.00
Total Fees	8.60	3,147.00

07/25/25	PREVIOUS BALANCE	25,815.02
	Total this Bill	3,147.00
	<u>NEW BALANCE</u>	<u>28,962.02</u>

Accounts Receivable Aging

Current	3,147.00
30 Days	5,598.50
60 Days	297.00
90 Days	4,074.50
120 Days	15,845.02

August 25, 2025

Page 3

Invoice 113785

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

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

September 25, 2025
Invoice Number 113809

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

PROFFESIONAL SERVICES

			Hours
08/27/25	RMZ	Telephone call with Iris Castillo regarding title report.	0.20
08/28/25	RMZ	Review title insurance review regarding item 5 and 6; review correspondence from Brian Stringer; prepare correspondence to Brian Stringer, Esq.	0.80
09/03/25	RMZ	Telephone call concerning claimant; calls to Brian Stringer.	0.20
09/04/25	RMZ	Review notes regarding with Brian Stringer, Esq. regarding St. Germain title matter; review correspondence from Peter Valori, Esq.	0.30

Invoice 113809

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

09/05/25 RMZ Telephone call with Peter Valori, 0.20
 Esq; telephone call with Iris
 Castillo.

TOTAL HOURS AND FEES 1.70 841.50

TOTAL STATEMENT 841.50

<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	1.70	841.50
Total Fees	1.70	841.50

08/25/25	PREVIOUS BALANCE	28,962.02
	Total this Bill	841.50
	<u>NEW BALANCE</u>	<u>29,803.52</u>

Accounts Receivable Aging

Current	841.50
30 Days	3,147.00
60 Days	5,598.50
90 Days	297.00
120 Days	19,919.52

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

October 25, 2025
Invoice Number 113842

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

PROFFESIONAL SERVICES

			Hours	
10/17/25	RMZ	Preparation of correspondence to Brian Stringer of the Fund; call to Peter Valori.	0.20	
10/19/25	RMZ	Review correspondence from Peter Valori; prepare correspondence to Peter Valori.	0.20	
		TOTAL HOURS AND FEES	0.40	198.00
		TOTAL STATEMENT		198.00

<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	0.40	198.00
Total Fees	0.40	198.00

October 25, 2025

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Invoice 113842

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

09/25/25	PREVIOUS BALANCE	29,803.52
	Total this Bill	198.00
	<u>NEW BALANCE</u>	<u>30,001.52</u>

Accounts Receivable Aging

Current	198.00
30 Days	841.50
60 Days	3,147.00
90 Days	5,598.50
120 Days	20,216.52

Honorable David Gersten (Ret.), as Receiver
1000 Brickell Avenue
Suite 1020
Attn: Peter Valori
Miami, FL 33131

September 5, 2025
Page 1

Ref: GAO-31536-114478-658407

Estate of Jean Yvon St. Germain

INVOICE	
Total Amount Due for this Invoice	\$ 270.00
Past Due.....	\$ 1,728.94
Total Due.....	\$ 1,998.94

For Professional Services Through August 31, 2025

Date	Description	Atty	Hours
08/07/25	Review Order setting status conference.	GAO	0.10
08/07/25	Communicate with client regarding Order setting status conference.	GAO	0.20
08/27/25	Review and revise Certificate of Non-Service via Certified Mail.	GAO	0.10
Fees for Professional Services			\$ 270.00

Summary of Timekeeper Fees

Timekeeper	Hours	Rate/Hour	Dollars
Giovanna Abreu O'Connor (GAO)	0.40	675.00	270.00
TOTAL	0.40	\$	270.00

Totals for This Matter

Fees for Professional Services	\$ 270.00
Reimbursable Costs	\$ 0.00
NET CURRENT BILLING FOR THIS MATTER	\$ 270.00
Balance Brought Forward	\$ 1,728.94
TOTAL AMOUNT DUE FOR THIS INVOICE	\$ 1,998.94

TERM: DUE UPON RECEIPT

Please make checks payable to: **FOWLER WHITE BURNETT IN U.S. CURRENCY**
Please reference 31536-114478-658407 when making payment

September 5, 2025

Honorable David Gersten (Ret.), as Receiver
 1000 Brickell Avenue
 Suite 1020
 Attn: Peter Valori
 Miami, FL 33131

Detail of Balance Brought Forward

Prior outstanding billing on our Matter No. 114478
 Entitled: Estate of Jean Yvon St. Germain

Invoice Number	Invoice Date	Original Invoice Amount	Payments And Credits	Invoice Balance Due
656407	06/10/25	\$135.00	\$0.00	\$135.00
657055	07/10/25	676.10	0.00	676.10
658003	08/13/25	917.84	0.00	917.84
Balance Brought Forward				\$1,728.94

For Total Amount Due, See Previous Page

Honorable David Gersten (Ret.), as Receiver
1000 Brickell Avenue
Suite 1020
Attn: Peter Valori
Miami, FL 33131

October 13, 2025
Page 1

Ref: GAO-31536-114478-659490

Estate of Jean Yvon St. Germain

INVOICE	
Total Amount Due for this Invoice	\$ 877.50
Past Due.....	\$ 1,998.94
Total Due.....	\$ 2,876.44

For Professional Services Through September 30, 2025

Date	Description	Atty	Hours
09/04/25	Communicate with P. Valori regarding upcoming status conference, difficulties obtaining death certificate for decedent, and potential quiet title action.	GAO	0.20
09/09/25	Prepare for and attend status conference hearing.	GAO	0.50
09/09/25	Prepare for and attend status conference hearing.	GAO	0.60
Fees for Professional Services			\$ 877.50

Summary of Timekeeper Fees

Timekeeper	Hours	Rate/Hour	Dollars
Giovanna Abreu O'Connor (GAO)	1.30	675.00	877.50
TOTAL	1.30	\$	877.50

Totals for This Matter

Fees for Professional Services	\$ 877.50
Reimbursable Costs	\$ 0.00
NET CURRENT BILLING FOR THIS MATTER	\$ 877.50
Balance Brought Forward	\$ 1,998.94
TOTAL AMOUNT DUE FOR THIS INVOICE	\$ 2,876.44

TERM: DUE UPON RECEIPT

Please make checks payable to: **FOWLER WHITE BURNETT IN U.S. CURRENCY**
Please reference 31536-114478-659490 when making payment

October 13, 2025

Honorable David Gersten (Ret.), as Receiver
 1000 Brickell Avenue
 Suite 1020
 Attn: Peter Valori
 Miami, FL 33131

Detail of Balance Brought Forward

Prior outstanding billing on our Matter No. 114478
 Entitled: Estate of Jean Yvon St. Germain

Invoice Number	Invoice Date	Original Invoice Amount	Payments And Credits	Invoice Balance Due
656407	06/10/25	\$135.00	\$0.00	\$135.00
657055	07/10/25	676.10	0.00	676.10
658003	08/13/25	917.84	0.00	917.84
658407	09/05/25	270.00	0.00	270.00
Balance Brought Forward				\$1,998.94

For Total Amount Due, See Previous Page

Honorable David Gersten (Ret.), as Receiver
1000 Brickell Avenue
Suite 1020
Attn: Peter Valori
Miami, FL 33131

November 10, 2025
Page 1

Ref: GAO-31536-114478-660078

Estate of Jean Yvon St. Germain

INVOICE	
Total Amount Due for this Invoice.....	\$ 1,282.50
Past Due.....	\$ 2,876.44
Total Due.....	<u>\$ 4,158.94</u>

For Professional Services Through October 31, 2025

Date	Description	Atty	Hours
10/01/25	Call with judicial assistant regarding status of Court's appointment of ad litem for requesting death certificate.	GAO	0.10
10/03/25	Communicate with Court and E. Laguerre regarding potential appointment as ad litem for purposes of obtaining death certificate.	GAO	0.30
10/03/25	Call with E. Laguerre for purposes of potential appointment as ad litem to obtain death certificate.	GAO	0.30
10/03/25	Communicate with E. Laguerre regarding potential appointment as ad litem to obtain death certificate.	GAO	0.20
10/03/25	Call with E. Laguerre regarding potential ad litem appointment.	GAO	0.20
10/03/25	Communicate with P. Valori regarding judge's selection of Eddy Laguerre potential ad litem and request from Mr. Laguerre.	GAO	0.20
10/16/25	Communicate with E. Laguerre and R. Saetae regarding follow up on investigation reports for Decedent and status of obtaining information to order death certificate.	GAO	0.20
10/20/25	Communicate with P. Valori regarding status and next steps.	GAO	0.20
10/21/25	Communicate with E. Laguerre regarding status of investigation and obtaining death certificate.	GAO	0.20

Fees for Professional Services.....\$ 1,282.50

Summary of Timekeeper Fees

Timekeeper	Hours	Rate/Hour	Dollars
Giovanna Abreu O'Connor (GAO)	1.90	675.00	1,282.50
TOTAL	1.90	\$	<u>1,282.50</u>

Totals for This Matter

Fees for Professional Services.....	\$	1,282.50
Reimbursable Costs.....	\$	<u>0.00</u>
NET CURRENT BILLING FOR THIS MATTER	\$	1,282.50
Balance Brought Forward	\$	<u>2,876.44</u>
TOTAL AMOUNT DUE FOR THIS INVOICE.....	\$	<u><u>4,158.94</u></u>

TERM: DUE UPON RECEIPT

Please make checks payable to: **FOWLER WHITE BURNETT IN U.S. CURRENCY**

Please reference 31536-114478-660078 when making payment

November 10, 2025

Honorable David Gersten (Ret.), as Receiver
 1000 Brickell Avenue
 Suite 1020
 Attn: Peter Valori
 Miami, FL 33131

Detail of Balance Brought Forward

Prior outstanding billing on our Matter No. 114478

Entitled: Estate of Jean Yvon St. Germain

Invoice Number	Invoice Date	Original Invoice Amount	Payments And Credits	Invoice Balance Due
656407	06/10/25	\$135.00	\$0.00	\$135.00
657055	07/10/25	676.10	0.00	676.10
658003	08/13/25	917.84	0.00	917.84
658407	09/05/25	270.00	0.00	270.00
659490	10/13/25	877.50	0.00	877.50
Balance Brought Forward.....				\$2,876.44

For Total Amount Due, See Previous Page

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 for hearing on _____, 2026 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 [D.E. ____] (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 amount of \$16,908.00 and costs in the amount of \$5,170.33, for a total of \$22,078.33 for the period from August 1, 2025 through October 31, 2025;

(b) Damian | Valori | Culmo, as Lead Counsel to the Receiver, incurred fees in the amount of \$17,382.50 and costs in the amount of \$24,637.40, for a total of \$42,019.90 for the period from August 1, 2025 through October 31, 2025;

(c) Sacher Zelman Harman, P.A., as Special Counsel to the Receiver, incurred fees in the amount of \$5,770.50 for the period from November 2024, February 2025, and August 1, 2025 through October 31, 2025;

(d) Fowler White Burnett, as Probate Counsel, incurred fees in the amount of \$2,430.00 and costs in the amount of \$0, for a total of \$2,430.00 for the period from August 1, 2025 through October 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)-(d), *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