

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 NINTH 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 ninth 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], and Eighth Report [D.E. 57] including (i) his law firm, Gordon Rees Scully Mansukhani LLP ("GRSM"), (ii) Damian | Valori | Culmo as lead counsel to assist with legal matters, including preparation and filing of court documents, and operating the Association ("Lead Counsel"), and (iii) an experienced real estate lawyer, Richard ("Rick") Zelman, Esq., through his law firm, Sacher Zelman Hartman, P.A., to

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

The foregoing professionals have been instrumental to the Receiver’s success in this case for the reasons set forth in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57], 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 May 13, 2025, attached hereto as **Exhibit 1** (Standard Fund Accounting Report).

The Court approved the payment of certain creditors of the Association and some fees of professionals on April 24, 2023 [D.E. 24], September 19, 2023 [D.E. 35], December 7, 2023 [D.E. 42], February 26, 2024 [D.E. 50], May 29, 2024 [D.E. 52], September 13, 2024 [D.E. 55], and May 2, 2025 [D.E.s 59, 60]. The Court also approved two loan certificates in the amount of four-

hundred-thousand dollars (\$400,000) for payment to certain creditors and professionals on March 28, 2023 [D.E. 21], and in the amount of five-hundred-thousand dollars (\$500,000) for the demolition of the structurally damaged building on the condominium property and payment of other receivership expenses on August 17, 2023 [D.E. 31]. Damian | Valori | Culmo used its law firm line of credit to loan the Association \$111,000 at the rate that the Firm pays on its line for Association expenses.

C. The Association's Business Operations.

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

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

both. The Receiver and Lead Counsel have also held fifteen Zoom Meetings to date for the purpose of keeping unit owners abreast of significant developments and answering questions. The most recent Zoom Meeting was held on March 27, 2025. The next Zoom unit owner meeting will be scheduled in the coming months.

D. Retrieval of Belongings.

As set forth in the Receiver's prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57], 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], 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], the Association is no longer a party to the class action lawsuit initially filed by one of the unit owner’s tenants, Shekita Whitfield, against the Association and its former property management company and former board members on March 3, 2023. *See Whitfield, et al. v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-003137-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Whitfield Class Action”).

Since the filing of the Receiver’s Second Report [D.E. 29], the court in the Whitfield Class Action entered an unopposed order granting plaintiff’s motion to amend the case caption to reflect the names of unit owners (instead of the tenant, Ms. Whitfield, who initially filed the lawsuit), and the caption of the Whitfield Class Action was amended to remove Ms. Whitfield and is now styled

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).

as *Eliteway Capital Investments, LLC, et al. v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-003137-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Eliteway Class Action”).

Since the filing of the Receiver’s Seventh Eighth Report [D.E. 57], the Receiver, through Lead Counsel, monitors the Eliteway Class Action as needed.

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

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

to the extent there is coverage,” and (iii) such plaintiffs “(and, in the event of class certification, their represented class) are barred from seeking recovery from the assets of the Association.” [D.E. 47, at ¶¶ 2-4].

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.

iii. The Valtom Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57], one of the unit owners, Valtom, LLC, filed a lawsuit against the Association and its former property management company and former board members on April 11, 2023. *See Valtom, LLC v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-012984-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Valtom Action”). Valtom, LLC voluntarily dismissed its action without prejudice.

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.).

iv. The Forty Year Investment Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57], 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], 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 Receiver's Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Reports [D.E. 29, 40, 49, 51, 53, 56, 57], 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 Myrthil) 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.

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], 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.

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.

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].

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 Receiver’s Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Reports [D.E. 29, 40, 49, 51, 53, 56, 57], the Receiver, through Lead Counsel, sued the Association’s former property management company, Prestige Management Solutions, Inc. (“Prestige”), for gross negligence, common law breach of fiduciary duty, and statutory breach of fiduciary duty in the case styled *Gersten v. Prestige Management Solutions, Inc.*, Case No. 2023-019453-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Prestige Action”). In response to the complaint, Prestige moved for a more definite statement.

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

iii. The Mechanic's Lien Action.

On December 15, 2023, the Receiver, through Lead Counsel, sued, *inter alia*, the roofing company which was working on the Association's roof at the time of the January 28, 2023 fire, Elite Innovation Construction, Inc. ("Elite Innovation"), and its owner, Elrod A. Phillips, Jr. (a/k/a Elrod Phillips), to discharge the untimely and otherwise deficient mechanic's lien which they filed against the Association on July 7, 2023 (Book 33784, Pages 1200-1201) in the case styled *Gersten v. Elite Innovation Construction, Inc., et al.*, Case No. 2023-028334-CA-01 (Fla. 11th Cir. Ct. 2023) (the "Mechanic's Lien Action"). Because facial defects in the mechanic's lien referenced condominium Unit Nos. 101 and 214, the Receiver named the owners of such units as defendants in that action. Both unit owners waived service of process. Elite Innovation and Mr. Phillips were served the complaint and summons on January 5, 2024. As such, their response to the complaint was due by January 25, 2024. Neither Elite Innovation nor Mr. Phillips responded to the complaint or appeared in the case through counsel or otherwise.

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

II. Plan for Moving Forward.

The Receiver and Lead Counsel will continue to take appropriate measures pursuant to the Declaration of Condominium and under Florida law to convert the condominium property into a

fee simple estate and then sell the land pursuant to a process approved by this Court. The Receiver will also continue to pursue claims and investigate other claims which the Association may pursue, as well as defend the Association as set forth in the Order Appointing Receiver [D.E. 10]. The Receiver and his team will continue to communicate with the unit owners, residents, creditors, and other interested parties to inform them of any updates to their units and the status of this receivership, as well as answer any general or specific questions they may have.

III. Conclusion.

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

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

As detailed in the Receiver's prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57] and/or his foregoing Ninth Report, to assist in carrying out his duties, and as authorized by the Order Appointing Receiver [D.E. 10], the Receiver retained (i) his law firm, Gordon Rees Scully Mansukhani LLP ("GRSM"), (ii) Damian | Valori | Culmo as lead counsel to assist with legal matters, including preparation and filing of court documents, and operating the Association ("Lead Counsel"), (iii) an experienced real estate lawyer, Richard ("Rick") Zelman, Esq., through his law firm, Sacher Zelman Hartman, P.A., to assist in title related matters concerning the Partition Action ("Special Counsel"), Jacqueline D. Greenberg, CPA, regarding preparation of Association tax

filings and Berger Singerman, LLP regarding opening an estate regarding Cardinal Andrews (“Probate Counsel”).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 from February 1, 2025 through March 31, 2025⁸ and Lead Counsel from February 1, 2025 through April 30, 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 February 1, 2025 through April 30, 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 February 1, 2025 through April 30, 2025.

As reflected in **Composite Exhibit 2**, from February 1, 2025 through March 31, 2025, GRSM incurred fees in the total amount of \$7,275.00 and costs in the amount of \$24.85, for a total amount of \$7,299.85, and from February 1, 2025 through April 30, 2025, Lead Counsel incurred fees in the amount of \$63,192.50 and costs in the amount of \$23,351.52, for a total amount of \$86,544.02.

As reflected in **Composite Exhibit 3**, from February 1, 2025 through April 30, 2025, Special Counsel incurred fees in the amount of \$2,302.50.

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.

⁸ The Receiver will include GRSM April 2025 fees and costs by supplemental filing to this report or in the Tenth Report and Fee Application.

As reflected in **Composite Exhibit 4**, from February 1, 2025 through April 30, 2025, Probate Counsel incurred fees in the total amount of \$2,700, and costs in the amount of \$419.96, for a total amount of \$3,119.96.

The Receiver seeks approval of the foregoing fees and costs, and approval to pay the fees of Special Counsel from February 1, 2025 through April 30, 2025, in the total amount of \$2,302.50, and the fees and costs of Probate Counsel from February 1, 2025 through April 30, 2025 in the total amount of \$3,119.96. GRSM seek approval of their fees and costs from February 1, 2025 through March 31, 2025 and Lead Counsel seek approval of their fees and costs from February 1, 2025 through April 30, 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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David M. Gersten

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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 15th day of May 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 5/13/2025

		Detail	Subtotal	Grand Total
Line 1	Beginning Balance (As of 2/7/2023):	\$ -	\$ -	
	Increases in Fund Balance:			
Line 2	Business Income	\$ -	\$ -	\$ -
Line 3	Cash and Deposits [1]	\$ 1,220,498.87	\$ 1,220,498.87	\$ 1,220,498.87
Line 4	Special Assessment	\$ -	\$ -	\$ -
Line 5	Business Asset Liquidation		\$ -	\$ -
Line 6	Interest	\$ 457.12	\$ 457.12	\$ 457.12
Line 7	Third-Party Litigation Income	\$ -	\$ -	\$ -
Line 8	Miscellaneous - Other	\$ -	\$ -	\$ -
	Total Funds Available (Lines 1-8):			\$ 1,220,955.99
	Decreases in Fund Balance:			
Line 9	Disbursements to Investors			
Line 10	Disbursements for Business Operations [1]	\$ 1,216,051.86	\$ 1,216,051.86	\$ 1,216,051.86
Line 10a	Disbursements to Receiver or Other Professionals	\$ -	\$ -	\$ -
	Total Disbursements for Operations			\$ 1,216,051.86
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)			\$ 1,216,051.86
Line 13	Ending Balance (As of May 13, 2025)			\$ 4,904.13
Line 14	Ending Balance of Fund – Net Assets:			
	Total Ending Balance of Fund – Net Assets			\$ 4,904.13

[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
Total		\$ 1,220,498.87

City National Bank Interest

Date	Explanation	Amount
2/28/2023	interest	\$ 0.01
3/31/2023	interest	\$ 0.42
4/30/2023	interest	\$ 45.62
5/31/2023	interest	\$ 25.13
6/30/2023	interest	\$ 8.03
7/31/2023	interest	\$ 2.77
8/31/2023	interest	\$ 1.70
9/30/2023	interest	\$ 28.43
10/31/2023	interest	\$ 69.03
11/30/2023	interest	\$ 60.76
12/31/2023	interest	\$ 55.18
1/31/2024	interest	\$ 57.30
2/29/2024	interest	\$ 45.79
3/31/2024	interest	\$ 34.87
4/30/2024	interest	\$ 18.25
5/31/2024	interest	\$ 0.30
6/30/2024	interest	\$ 0.71
7/31/2024	interest	\$ 0.62
8/31/2024	interest	\$ 0.35
9/30/2024	interest	\$ 0.14
10/31/2024	interest	\$ 0.14
11/30/2024	interest	\$ 0.23
12/31/2024	interest	\$ 0.12
1/31/2025	interest	\$ 0.30
2/28/2025	interest	\$ 0.20
3/31/2025	interest	\$ 0.44
4/30/2025	interest	\$ 0.28
Total		\$ 457.12
GRAND TOTAL OF RECEIPTS		\$ 1,220,955.99

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 Sevcies	\$ 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
GRAND TOTAL OF EXPENSES		\$ 1,216,051.86



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

March 14, 2025
ID: GERSP 1299620
Invoice No. 21817354
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH February 28, 2025

Fees For Professional Services:	\$4,500.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$4,500.00

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>
02/03/25	Review CPA email with tax questions .1; review response to motion for summary judgment .2	DMG2	0.30
02/04/25	Review answer filed in case .1	DMG2	0.10
02/05/25	Review and respond to Sarah Goldberg email re: case .1	DMG2	0.10
02/06/25	Review Mary Dhanji email re: tax questions/answers .1	DMG2	0.10
02/07/25	Review and respond to Rick Zelman email with billing attached for review .1; review email from Joseph Seara with opposition to intervention motion attached for review and comment .2	DMG2	0.30
02/10/25	Conference with Sarah Goldberg, Barbara Fox, and Peter Valori re: de-brief hearing on class certification 1.2	DMG2	1.20
02/13/25	Review Reesa Setae email re: owner meeting .1; review Mary Dhanji email re: application .1	DMG2	0.20
02/14/25	Review email from CPA re: tax return .1; review Rick Zelman email re: title question .1; review Joseph Seara email with report attached for review and editing .3 ; review court filing .1	DMG2	0.60
02/18/25	Review email(s) from CPA re: tax issues .1	DMG2	0.10
02/20/25	Review Joe Seara email with reply in support of motion for summary judgment for review and editing .5; review Peter Valori email(s) re: attending hearing .1; review Joe Seara email with response for review and editing .3	DMG2	0.90
02/21/25	Review court filing .1; attend court hearing on summary judgment 1.1; de-brief post-court hearing with Peter Valori .1	DMG2	1.30
02/24/25	Review proposed order and emails from counsel relating to the proposed order .1; review court order .1; review court another order .1; review court filing .1	DMG2	0.40
02/27/25	Review and respond to Melanie Damian and Peter Valori email re: sell property .1	DMG2	0.10
02/28/25	Review Peter Valori/Eric Thopson email re: transcript .1; review and respond to Peter Valori email re: sell property .1; review Peter	DMG2	0.30

Valori/Eric Thompson email re: transcript .1

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	6.00	4,500.00

TOTAL FOR SERVICES

\$4,500.00

Outstanding Statements as of March 14, 2025

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21326723	May 17, 2023	\$15,955.00
Statement No 21354168	June 29, 2023	\$3,145.00
Statement No 21374087	July 31, 2023	\$4,895.00
Statement No 21387879	August 18, 2023	\$20,314.97
Statement No 21415053	September 28, 2023	\$7,455.00
Statement No 21424056	October 12, 2023	\$4,275.00
Statement No 21445391	November 13, 2023	\$2,720.00
Statement No 21471323	December 15, 2023	\$3,580.00
Statement No 21497136	January 26, 2024	\$3,400.00
Statement No 21503476	February 7, 2024	\$2,715.00
Statement No 21538132	March 22, 2024	\$1,575.00
Statement No 21550055	April 10, 2024	\$4,575.00
Statement No 21575686	May 14, 2024	\$4,465.00
Statement No 21601874	June 18, 2024	\$4,330.00
Statement No 21619540	July 11, 2024	\$2,550.00
Statement No 21646597	August 14, 2024	\$1,125.00
Statement No 21661899	September 5, 2024	\$3,185.00
Statement No 21695545	October 15, 2024	\$525.00
Statement No 21713002	November 6, 2024	\$975.00
Statement No 21743313	December 11, 2024	\$1,125.00
Statement No 21770677	January 16, 2025	\$1,575.00
Statement No 21788288	February 13, 2025	\$975.00

Total Accounts Receivable Balance:

\$95,434.97

David Gersten Special Magistrate
ID: GERSP 1299620
Invoice No.: 21817354

March 14, 2025
Page 4



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

March 14, 2025
ID: GERSP 1299620
Invoice No. 21817354
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH February 28, 2025

Fees For Professional Services:	\$4,500.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$4,500.00

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: 21817354

LOCKBOX ADDRESS FOR CHECKS

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

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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

April 25, 2025
ID: GERSP 1299620
Invoice No. 21852728
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH March 31, 2025

Fees For Professional Services:	\$2,775.00
Expenses and Advances:	<u>24.85</u>
Current Bill:	\$2,799.85

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>
03/03/25	Conference with Melanie Damian and Peter Valori re: marketing and sale of the property and strategies for selling it .8	DMG2	0.80
03/13/25	Review Richard Zelman email with bill attached for review .1; review and respond to Sarah Goldberg email re: update on case .1	DMG2	0.20
03/17/25	Attend zoom meeting with Peter Valori and Sarah Goldberg re: pending cases and issues (note I was present for part, not the whole conference) .5	DMG2	0.50
03/18/25	Review Peter Valori email with proposed letter for review .1	DMG2	0.10
03/21/25	Review proposed court order .1	DMG2	0.10
03/25/25	Review court order .1; review and respond to Peter Valori email re: order .1	DMG2	0.20
03/27/25	Zoom conference with homeowners .9; de-brief with Peter Valori re: next steps in appeal .6; review court order re: appeal .1; email to Peter Valori re: appeal .1; review Peter Valori email re: filing fee .1	DMG2	1.80

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	3.70	2,775.00

TOTAL FOR SERVICES

\$2,775.00

Expenses

<u>Date</u>	<u>Description</u>	<u>Amount</u>
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<u>Date</u>	<u>Description</u>	<u>Amount</u>
02/19/25	Messenger Service - VENDOR: Federal Express Corporation INVOICE#: 8-784-88968 DATE: 2/28/2025 FedEx service for 878488968,285613142890,Delivery service fees of 24.85 to Mary Dhanji, 1000 BRICKELL AVE STE 1020/MIAMI FL 33131 re: 5539/matter id 1299620	24.85
	TOTAL EXPENSES	\$24.85

Outstanding Statements as of April 25, 2025

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21326723	May 17, 2023	\$15,955.00
Statement No 21354168	June 29, 2023	\$3,145.00
Statement No 21374087	July 31, 2023	\$4,895.00
Statement No 21387879	August 18, 2023	\$20,314.97
Statement No 21415053	September 28, 2023	\$7,455.00
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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
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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

Total Accounts Receivable Balance:	\$99,934.97
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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

April 25, 2025
ID: GERSP 1299620
Invoice No. 21852728
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH March 31, 2025

Fees For Professional Services:	\$2,775.00
Expenses and Advances:	<u>24.85</u>
Current Bill:	\$2,799.85

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: 21852728

LOCKBOX ADDRESS FOR CHECKS

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

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**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

March 25, 2025
Invoice Number 113636

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

PROFFESIONAL SERVICES

			Hours	
03/07/25	RMZ	Telephone call with Peter Valori, Esq;	0.20	
03/10/25	RMZ	Review Final Judgment, et al; prepare correspondence to Brian Springer of the Fund; call to Brian Springer, Esq.	0.40	
03/18/25	RMZ	Telephone call with Brian Stringer of the Fund regarding judgment/service et al; prepare correspondence to Brian.	0.50	
		TOTAL HOURS AND FEES	1.10	544.50
		TOTAL STATEMENT		544.50

<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	1.10	544.50
Total Fees	1.10	544.50

02/25/25	PREVIOUS BALANCE	13,542.52
	Total this Bill	544.50
	<u>NEW BALANCE</u>	<u>14,087.02</u>

Accounts Receivable Aging

Current	1,930.50
30 Days	0.00
60 Days	0.00
90 Days	1,435.50
120 Days	10,721.02

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

April 25, 2025
Invoice Number 113664

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

PROFFESIONAL SERVICES

			Hours
04/10/25	RMZ	Preparation of correspondence to Brian Stringer, Esq; review correspondence.	0.20
04/17/25	RMZ	Review Docket entries regarding service of process; telephone call with Roy M. Hartman.	0.40
04/17/25	RMH	Confer with RMZ re needed review of court docket re service of process	0.20
04/21/25	RMZ	Telephone call with Herbert Touzolin of Unit 124-125; telephone conference with Iris Castillo regarding taxes, title.	0.40
04/22/25	RMZ	Telephone call with Gabriela (3) at Peter Valori's office.	0.20

Invoice 113664

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

04/24/25	RMZ	Telephone call with Roy Hartman, Esq; prepare correspondence to Brian Stringer of The Fund.	0.30	
04/24/25	RMH	Review intervention papers and confer with RMZ re same	0.70	
04/25/25	RMZ	Review correspondence regarding Morel; prepare correspondence regarding Marital Settlement Agreement.	0.20	
04/25/25	RMZ	Telephone call with Brian Stringer, Esq. of The Fund; telephone call with Roy M. Hartman; telephone call with Peter Valori, Esq; review correspondence to Brian Stringer, Esq.	0.80	
04/25/25	IC	Conference with Richard M. Zelman regarding Affidavit; preparation of Affidavit.	0.60	

TOTAL HOURS AND FEES 4.00 1,758.00

TOTAL STATEMENT 1,758.00

<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	2.50	1,237.50
Roy M. Hartman	0.90	445.50
Iris Castillo	0.60	75.00
Total Fees	4.00	1,758.00

03/25/25	PREVIOUS BALANCE	14,087.02
	Total this Bill	1,758.00
	<u>NEW BALANCE</u>	<u>15,845.02</u>

April 25, 2025

Page 3

Invoice 113664

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

Accounts Receivable Aging

Current	1,758.00
30 Days	1,930.50
60 Days	0.00
90 Days	0.00
120 Days	12,156.52

 **BERGER SINGERMAN**

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

**COMPOSITE
EXHIBIT 4**

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

April 15, 2025
Invoice: 293006

Client: 34641-0002

Re: ***ESTATE OF JEAN YVON SAINT GERMAIN***

For professional services rendered thru: ***March 31, 2025***

Total Fees	742.50
Total Expenses	0.00
Total Balance Due	\$742.50

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

Payments Options:

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

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

Thank you!

Wiring instructions for Berger Singerman:

Bank:	City National Bank of Florida
Bank Address:	25 W Flagler Street Miami, FL 33130
ABA No.:	066004367
Account Name:	Berger Singerman, LLP Merchant Account
Account No.:	1955119739
Reference Number:	34641-0002



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

INVOICE DATE: April 15, 2025
 INVOICE NO. 293006

ESTATE OF JEAN YVON SAINT GERMAIN

MATTER ID: 34641-0002

PROFESSIONAL LEGAL SERVICES RENDERED THROUGH: March 31, 2025

F E E S

Date	Attorney	Description	Hours
02/25/25	GAO	CALL WITH P. VALORI TO STRATEGIZE ON BEST COURSE OF ACTION.	1.00
03/28/25	GAO	REVIEW CORRESPONDENCE WITH P. VALORI REGARDING STATUS.	0.10
Total Hours:			1.10
Total Fees:			742.50

F E E S U M M A R Y

Attorney	Hours	Rate	Total
Giovanna A. O'Connor	1.10	675.00	742.50
Total	1.10		\$742.50

CURRENT BALANCE DUE \$742.50

 **BERGER SINGERMAN**

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

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

April 30, 2025
Invoice: 293346

Client: 34641-0002

Re: ***ESTATE OF JEAN YVON SAINT GERMAIN***

For professional services rendered thru: ***April 30, 2025***

Total Fees	0.00
Total Expenses	406.00
Current Balance Due	406.00
<i>Past Due Balance</i>	742.50
Total Balance Due	\$1,148.50

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

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

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

Thank you!

Wiring instructions for Berger Singerman:

Bank:	City National Bank of Florida
Bank Address:	25 W Flagler Street Miami, FL 33130
ABA No.:	066004367
Account Name:	Berger Singerman, LLP Merchant Account
Account No.:	1955119739
Reference Number:	34641-0002



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

INVOICE DATE: April 30, 2025
 INVOICE NO. 293346

ESTATE OF JEAN YVON SAINT GERMAIN

MATTER ID: 34641-0002

PROFESSIONAL LEGAL SERVICES RENDERED THROUGH: April 30, 2025

EXPENSES

Date	Description	Amount
04/29/25	PAYEE: E-PORTAL FILING; REQUEST#: 58601; DATE: 4/29/2025. - 34641.0002 PETITION FOR ADMINISTRATION	406.00
Total Expenses		\$406.00

CURRENT BALANCE DUE	\$406.00
PRIOR BALANCE	742.50
LESS PAYMENTS:	-0
PRIOR BALANCE DUE	742.50
PLUS CURRENT BALANCE:	406.00
TOTAL NOW DUE:	1,148.50

PAST DUE BALANCE - LIST OF UNPAID INVOICE(S)

INVOICE NUMBER	INVOICE DATE	TOTAL	LAST PAYMENT DATE	LAST PAYMENT AMOUNT	BALANCE
293006	04/15/25	742.50	NONE	0.00	742.50
Past Due Balance:					742.50

 **BERGER SINGERMAN**

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

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

May 1, 2025
Invoice: 293377

Client: 34641-0002

Re: ***ESTATE OF JEAN YVON SAINT GERMAIN***

For professional services rendered thru: ***April 30, 2025***

Total Fees	1,957.50
Total Expenses	13.96
Current Balance Due	1,971.46
<i>Past Due Balance</i>	1,148.50
Total Balance Due	\$3,119.96

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

Payments Options:

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

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

Thank you!

Wiring instructions for Berger Singerman:

Bank:	City National Bank of Florida
Bank Address:	25 W Flagler Street Miami, FL 33130
ABA No.:	066004367
Account Name:	Berger Singerman, LLP Merchant Account
Account No.:	1955119739
Reference Number:	34641-0002



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

INVOICE DATE: May 1, 2025
 INVOICE NO. 293377

ESTATE OF JEAN YVON SAINT GERMAIN

MATTER ID: 34641-0002

PROFESSIONAL LEGAL SERVICES RENDERED THROUGH: April 30, 2025

F E E S

Date	Attorney	Description	Hours
04/04/25	GAO	COMMUNICATE WITH MARIE ST. GERMAIN REGARDING FATHER'S ESTATE, INFORMATION NEEDED, AND WILLINGNESS TO SERVE AS PR.	0.30
04/04/25	GAO	PREPARE PETITION FOR ADMINISTRATION. PROVIDE SAME TO MS. ST. GERMAIN.	0.40
04/04/25	GAO	CALL WITH M. ST. GERMAIN.	0.20
04/04/25	GAO	DRAFT PETITION FOR ADMINISTRATION AND TO APPOINT ADMINISTRATOR AD LITEM.	0.60
04/21/25	GAO	FOLLOW UP WITH MARIE ST. GERMAIN.	0.10
04/25/25	GAO	TIME SPENT ON OUTLOOK - FW: ESTATE OF JEAN YVON ST. GERMAIN [BSLLP-FS.FID2134487] - MESSAGE (HTML); TIME SPENT ON OUTLOOK - RE: GERSTEN V. HIGGS - 2023-015785 CA 01- PARTITION CASE - NEW WORLD [BSLLP-FS.FID2134487] - MESSAG	0.10
04/25/25	GAO	REVISE PETITION FOR ADMINISTRATION AND TO APPOINT AD LITEM.	0.30
04/27/25	GAO	REVISE PETITION FOR ADMINISTRATION AND TO APPOINT AD LITEM.	0.30
04/28/25	GAO	REVISE PETITION FOR ADMINISTRATION AND TO APPOINT AD LITEM FOR FILING.	0.20
04/28/25	GAO	COMMUNICATE WITH CLIENT REGARDING PETITION FOR ADMIN. AND FOR ADMINISTRATOR AD LITEM.	0.20
04/29/25	GAO	COMMUNICATE WITH CLIENT REGARDING PETITION	0.10

F E E S

Date	Attorney	Description	Hours
		FOR ADMIN. AND APPOINTMENT OF AD LITEM.	
04/29/25	GAO	INSTRUCT PARALEGAL REGARDING SERVICE OF PETITION.	0.10
Total Hours:			2.90
Total Fees:			1,957.50

F E E S U M M A R Y

Attorney	Hours	Rate	Total
Giovanna A. O'Connor	2.90	675.00	1,957.50
Total		2.90	\$1,957.50

E X P E N S E S

Date	Description	Amount
	WESTLAW CHARGES	13.96
Total Expenses		\$13.96

CURRENT BALANCE DUE	\$1,971.46
PRIOR BALANCE	1,148.50
LESS PAYMENTS:	-0
PRIOR BALANCE DUE	<u>1,148.50</u>
PLUS CURRENT BALANCE:	1,971.46
TOTAL NOW DUE:	<u>3,119.96</u>

PAST DUE BALANCE - LIST OF UNPAID INVOICE(S)

INVOICE NUMBER	INVOICE DATE	TOTAL	LAST PAYMENT DATE	LAST PAYMENT AMOUNT	BALANCE
293006	04/15/25	742.50	NONE	0.00	742.50
293346	04/30/25	406.00	NONE	0.00	406.00

PAST DUE BALANCE - LIST OF UNPAID INVOICE(S)

Past Due Balance:

1,148.50

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 _____, 2025 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 \$7,275.00 and costs in the amount of \$24.85, for a total of \$7,299.85 for the period from February 1, 2025 through March 31, 2025;¹

(b) Damian | Valori | Culmo, as Lead Counsel to the Receiver, incurred fees in the amount of \$63,192.50 and costs in the amount of \$23,351.52, for a total of \$86,544.02 for the period from February 1, 2025 through April 30, 2025;

(c) Sacher Zelman Harman, P.A., as Special Counsel to the Receiver, incurred fees in the amount of \$2,302.50 for the period from February 1, 2025 through April 30, 2025;

(d) Berger Singerman, as Probate Counsel, incurred fees in the amount of \$2,700 and costs in the amount of \$419.96, for a total of \$3,119.96 for the period from February 1, 2025 through April 30, 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

¹ The Receiver noted in the Ninth Report that GRSM April 2025 fees and costs would be included by a supplemental filing to the Ninth Report or in the Tenth Report and Fee Application.