

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

CASE NO: 2023-001716-CA-01

SECTION: CA11

JUDGE: Carlos Lopez

Louis Jean Baptiste et al

Plaintiff(s)

vs.

New World Condo Apartments Condominium Assn Inc

Defendant(s)

ORDER APPOINTING RECEIVER

This Matter came on Plaintiffs, LOUIS JEAN BAPTISTE, CARDINAL ANDREWS, and VALERIE HUNTER, Motion requesting the emergency appointment of a Receiver for over Defendant, NEW WORLD CONDOMINIUM APARTMENTS CONDOMINIUM ASSOCIATION, INC. (the “ASSOCIATION”). This Court finds as follows:

1. Plaintiffs are individuals record owners of legal title to certain condominium parcels in the New World Condominium Apartments property located at 395 NW 177th Street, Miami, Florida, 33169.

2. On January 28th, 2023, a devastating fire engulfed the New World Condominium Apartments damaging nearly all 75 units, collapsing the second floor of the building, and displacing 200 residents.

3. This Court finds that the nearly total destruction of the New World Condominium Apartments is the result of the ASSOCIATION’s neglect and inaction.

4. Furthermore, on May 17, 2022, the ASSOCIATION issued a letter to all the unit owners, informing them of the results of a 40-year recertification of the New World Condominium Apartments ordered by the City of Miami Gardens, Florida, and an inspection conducted by the ASSOCIATION’s Insurance Company. The 40-year recertification inspection revealed that the New World Condominium Apartments failed on many aspects, including “the roof, electrical rooms, some structural issues, the guardrail, security bars on windows and doors that close from the inside preventing easy egress, the incomplete fire alarm system, and other items. However, the

greatest failures the roof, guardrails, and fire alarm system.”

5. In the May 17, 2022, a letter to the Association’s members stated that it “has held off from doing [special] assessment[s] for years,” but the complete failure of the 40-year recertification left the ASSOCIATION “no other choice” than to begin to do what it had “held off” from doing for countless years. In addition, the ASSOCIATION remains indebted to the municipal water authority for sums in excess of \$100,000.00 among other major operational deficiencies which proceeded the devastating fire.

ACCORDINGLY, IT IS ORDERED and ADJUDGED,

That **Hon. David M. Gersten (Ret.)** is **appointed as Receiver** over Defendant New World Condominium Apartments Condominium Association, Inc. (the “Corporation” or the ASOCCIATION including all tangible assets, real estate, receivables, and financial accounts.

Further,

A. A stay is hereby imposed, prohibiting all persons and entitles from commencing or continuing any litigation against executing, garnishing, attaching, and/or levying on any all assets of the ASSOCIATION without prior approval of this Court .

B. Further, that the Receiver shall have the following general and specific powers and duties:

(1) The Receiver shall take possession of the ASSOCIATION and assess its business operations; collect the debts; if necessary, collect assessments from condominium owners; levy special assessments from the condominium owners; liquidate its property and assets, as necessary to effect the purpose of this Order, within his sole discretion, as provided for in this part. However, complete liquidation of the Estate or major construction requiring more than \$250,000 in costs shall require additional Court approval.

(2) The Receiver automatically succeeds to: (i) All rights, titles, powers, and privileges of the ASSOCIATION and any of its, officers, or directors with respect to the ASSOCIATION’s assets; and (ii) Title to the books, records, and assets of the ASSOCIATION in the possession of any other legal custodian of the ASSOCIATION.

(3) The Receiver will conduct any and all operation for the benefit of the creditors and members of the ASSOCIATION.

(4) Exercise all powers as are conferred upon the officers and directors of the Corporation under law and the declaration, articles, and bylaws of the ASSOCIATION including but not limited to becoming the signer on all bank accounts together with Counsel Melanie Damian.

(5) Take any action the Receiver considers appropriate or expedient to carry on the business of the ASSOCIATION during the time the Receiver is appointed to set the amount of assessment of the condominium fees, special assessments, or fees.

(6) Borrow funds to meet the ongoing administrative expenses or other liquidity needs of the receivership and pledge whatever assets of the ASSOCIATION as are necessary to obtain such loans including, but not limited to, obtaining Receiver's certificates.

(7) Pay any sum the Receiver deems necessary or advisable to preserve, conserve or protect the ASSOCIATION assets or property or rehabilitate or improve such property and assets.

(8) Pay any sum the Receiver deems necessary or advisable to preserve, conserve, or protect any asset or property on which the ASSOCIATION has a lien or in which the ASSOCIATION has a financial or property interest, and pay off and discharge any liens, claims, or charges of any nature against such property.

(9) Receive information and documents from the ASSOCIATION within ten (10) calendar days after receiving a written request (by email, U.S. mail, or hand delivery) from the Receiver. All non-parties that receive written requests for information or documents from the Receiver must produce responses within fourteen (14) calendar days after receiving such requests.

(10) Set any deposition of any member or third party with information regarding the ASSOCIATION within ten (10) calendar days after receiving written notice from the Receiver.

(11) Retain exclusive control, ownership, and possession of, and access to, the ASSOCIATION's assets, accounts, books, and records including financial documents and statements. The ASSOCIATION and its respective employees, agents, representatives, attorneys, accountants, and other professionals shall provide their complete cooperation to the Receiver's requests.

(12) Institute, prosecute, maintain, defend, intervene, and otherwise participate in any legal

proceeding by or against the ASSOCIATION or in which the ASSOCIATION or its creditors or members have any interest, and represent in every way the Association, its members, and creditors.

(13) Receive the complete cooperation of all non-parties in complying with the provisions of this Order, including banks and other financial institutions in possession, control, or with access to any assets, accounts, books, and records of the Corporation.

(14) Investigate any matter related to the conduct of the business of the ASSOCIATION , including, but not limited to, any claim of the Corporation against any individual or entity, and institute appropriate legal or other proceedings to prosecute such claims.

(15) Hire and/or discharge any agents, professionals, including attorneys' and accountants or employees, property managers or others as necessary for proper administration of the receivership. The Receiver is authorized to retain counsel to pursue recoveries on contingency, if necessary, based on the circumstances of the situation.

(16) Investigate any matter related to the conduct of the business of the ASSOCIATION related to transfers of funds, or past payments resulting in the improper depletion of the Corporation's assets and finding any such improper payment reversing said payments and obtaining the return of said property.

(17) Execute, acknowledge, and deliver, in person or through a general or specific delegation, any instrument necessary for any authorized purpose, and any instrument executed under this paragraph shall be valid and effective as if it had been executed by the ASSOCIATION officers by authority of its board of directors.

(18) Sell for cash or otherwise any mortgage, deed of trust, chose in action, note, contract, judgment or decree, stock, or debt owed to the Corporation, or any property (real or personal, tangible or intangible).

(19) Purchase insurance, professional, and technical services necessary for the conduct of the receivership.

(20) Break any locks necessary to gain access to any of the ASSOCIATION real property. The local

police department in the jurisdiction in which the property is located shall assist the Receiver in gaining entry to such property.

(21) File with the Court, within forty-five (45) days after each calendar quarter, a report (the “Report”) of the status of its efforts to fulfill its duties under his Order during the three months comprising the previous calendar quart (the “Reporting Period”).

(22) Settle, release, or obtain release of, for cash or other consideration, claims and demands against or in favor of the ASSOCIATION.

(23) Pay, out of the assets of the ASSOCIATION, all expenses of the receivership (including compensation to personnel and professionals employed to represent or assist the receiver) and all costs of carrying out or exercising the rights, powers, privileges, and duties as receiver

(24) Be entitled to reasonable compensation and expense reimbursement from the Receivership Estate for the work the Receiver and its professionals perform for the benefit of the Estate. Such compensation may require prior approval of the Court. This Court can approve such payment without hearing if no objection is made within 10 days of filing of any application for payment of the Receiver’s attorneys’ fees and costs.

(25) Pay out of the assets of the ASSOCIATION, all approved claims of indebtedness in accordance with the priorities established in this part.

(26) Not have any personal or professional liability for any acts or omissions in connection with this Receivership, except for any willful and wanton acts and omissions committed.

(27) No Bond is required.

(28) Take all actions and have such rights, powers, and privileges as are necessary and incident to the exercise of any specific power.

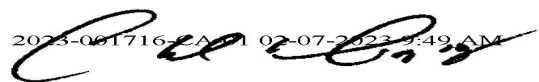
(29) Take *such* actions, and have such additional rights, powers, privileges, immunities, and duties as the Florida law or this Court authorizes by order or by amendment of any order or by regulation.

(30) Seek leave of this Court to modify this Order to provide additional powers and authority to the

Receiver as it deems necessary and appropriate to fulfill its duties after further investigation of this matter.

IT IS FURTHER ORDERED AND ADJUDGED that jurisdiction of this case is retained to enter further orders that are necessary or appropriate in the enforcement and execution of this Order.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 7th day of February, 2023.



2023-001716-CA-01 02-07-2023 9:49 AM

Hon. Carlos Lopez

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:

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