

IN THE CIRCUIT COURT FOR THE 11<sup>TH</sup>  
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.

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**RECEIVER'S TENTH 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 tenth 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], and Ninth Report [D.E. 61] 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 (“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], 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 September 9, 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], and July 2, 2025 [D.E. 67]. 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](mailto: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 August 15, 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], 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.<sup>1</sup>

**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], 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*.

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<sup>1</sup> 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.<sup>2</sup> 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.

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<sup>2</sup> 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.<sup>3</sup>**

**i. Eliteway Class Action (f/k/a Whitfield Class Action).<sup>4</sup>**

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”).

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,*

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<sup>3</sup> 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].

<sup>4</sup> 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], 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”).<sup>5</sup> 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], 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*

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<sup>5</sup>The 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.).

*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], 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], 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], 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.

## **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], 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”).<sup>6</sup>

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.

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<sup>6</sup> 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], 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], 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.

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] and/or his foregoing Tenth 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”).<sup>7</sup>

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 April 1, 2025 through July 31, 2025 and Lead Counsel from May 1, 2025 through July 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 April 27 1, 2025 through July 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 May 1, 2025 through July 31, 2025.<sup>8</sup>

As reflected in **Composite Exhibit 2**, from April 1, 2025 through July 31, 2025, GRSM incurred fees in the total amount of \$16,908.00 and costs in the amount of \$5,108.57, for a total amount of \$22,078.33, and from May 1, 2025 through July 31, 2025, Lead Counsel incurred fees in the amount of \$50,847.00 and costs in the amount of \$23,093.36, for a total amount of \$73,940.36.

As reflected in **Composite Exhibit 3**, from April 27, 2025 through July 31, 2025, Special Counsel incurred fees in the amount of \$9,970.00.

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<sup>7</sup> 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.

<sup>8</sup> This Application also includes an invoice from October 2024 from Probate Counsel’s former firm (Berger Singerman) that was inadvertently omitted from prior Applications.

As reflected in **Composite Exhibit 4**, from May 1, 2025 through July 31, 2025, Probate Counsel incurred fees in the total amount of \$1,716.50, and costs in the amount of \$12.44, for a total amount of \$1,728.94. Also included on Composite Exhibit 4 is an invoice from Probate Counsel's former law firm (Berger Singerman) from October 2024 that was inadvertently omitted from prior Applications in the amount of \$1,180.00 in fees, and costs in the amount of \$127.70 for a total of \$1,307.70.

The Receiver seeks approval of the foregoing fees and costs, and approval to pay the fees of Special Counsel from May 1, 2025 through July 31, 2025, in the total amount of \$9,970.00, and the fees and costs of Probate Counsel from May 1, 2025 through July 31, 2025 in the total amount of \$1,728.94 for Fowler While Burnett and for fees and costs from October 2024 in the total amount of \$1,370.70 for Berger Singerman. GRSM seek approval of their fees and costs from April 1, 2025 through July 31, 2025 and Lead Counsel seek approval of their fees and costs from May 1, 2025 through July 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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By: s/David M. Gersten  
David M. Gersten  
Florida Bar No. 205801

**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 September 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 9/9/2025

|                |  | Detail          | Subtotal        | Grand Total     |
|----------------|--|-----------------|-----------------|-----------------|
| <b>Line 1</b>  | Beginning Balance (As of 2/7/2023):                              | \$ -            | \$ -            |                 |
|                | <b>Increases in Fund Balance:</b>                                |                 |                 |                 |
| <b>Line 2</b>  | Business Income  | \$ -            | \$ -            | \$ -            |
| <b>Line 3</b>  | Cash and Deposits [1]  | \$ 1,260,667.18 | \$ 1,260,667.18 | \$ 1,260,667.18 |
| <b>Line 4</b>  | Special Assessment   | \$ -            | \$ -            | \$ -            |
| <b>Line 5</b>  | Business Asset Liquidation                                       |                 | \$ -            | \$ -            |
| <b>Line 6</b>  | Interest   | \$ 458.34       | \$ 458.34       | \$ 458.34       |
| <b>Line 7</b>  | Third-Party Litigation Income                                    | \$ -            | \$ -            | \$ -            |
| <b>Line 8</b>  | Miscellaneous - Other  | \$ -            | \$ -            | \$ -            |
|                | <b>Total Funds Available</b>                                     |                 |                 | \$ 1,261,125.52 |
|                | <b>(Lines 1-8):</b>  |                 |                 |                 |
|                | <b>Decreases in Fund Balance:</b>                                |                 |                 |                 |
| <b>Line 9</b>  | Disbursements to Investors                                       |                 |                 |                 |
| <b>Line 10</b> | Disbursements for Business Operations [1]                        | \$ 1,250,487.61 | \$ 1,250,487.61 | \$ 1,250,487.61 |
| Line 10a       | Disbursements to Receiver or Other Professionals                 | \$ -            | \$ -            | \$ -            |
|                | <b>Total Disbursements for Operations</b>                        |                 |                 | \$ 1,250,487.61 |
| <b>Line 11</b> | Disbursements for Distribution Expenses Paid by the Fund:        | \$ -            | \$ -            | \$ -            |
| Line 11a       | Distribution Plan Expenses:                                      | \$ -            | \$ -            | \$ -            |
| <b>Line 12</b> | Disbursements to Court/Other                                     | \$ -            | \$ -            | \$ -            |
| Line 12a       | Investment Expenses/Court Registry Investment System (CRIS) Fees | \$ -            | \$ -            | \$ -            |
| Line 12b       | Federal Tax Payments   | \$ -            | \$ -            | \$ -            |
|                | <b>Total Disbursements to Court/Other</b>                        |                 |                 |                 |
|                | <b>Total Funds Disbursed (Lines 9-11)</b>                        |                 |                 | \$ 1,250,487.61 |
| <b>Line 13</b> | Ending Balance (As of September 9, 2025)                         |                 |                 | \$ 10,637.91    |
| <b>Line 14</b> | Ending Balance of Fund – Net Assets:                             |                 |                 |                 |
|                | <b>Total Ending Balance of Fund – Net Assets</b>                 |                 |                 | \$ 10,637.91    |

[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**

| <b>Date of Check</b> | <b>From</b>             | <b>Amount</b> |
|----------------------|-------------------------|---------------|
| 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**

| <b>Date of Check</b> | <b>From</b>             | <b>Amount</b> |
|----------------------|-------------------------|---------------|
| 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**

| <b>Date of Check</b> | <b>From</b>              | <b>Amount</b> |
|----------------------|--------------------------|---------------|
| 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**

| <b>Date of Check</b> | <b>From</b>              | <b>Amount</b>          |
|----------------------|--------------------------|------------------------|
| 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              |
| <b>Total</b>         |                          | <b>\$ 1,260,667.18</b> |

**City National Bank Interest**

| <b>Date</b> | <b>Explanation</b> | <b>Amount</b> |
|-------------|--------------------|---------------|
| 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       |

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

| <b>Date of Check</b>           | <b>From</b> | <b>Amount</b>          |
|--------------------------------|-------------|------------------------|
| 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                |
| Total                          |             | \$ 458.34              |
| <b>GRAND TOTAL OF RECEIPTS</b> |             | <b>\$ 1,261,125.52</b> |

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

| <b>Date</b> | <b>From</b>                            | <b>Amount</b> |
|-------------|--|---------------|
| 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**

| <b>Date</b> | <b>From</b>                    | <b>Amount</b> |
|-------------|--------------------------------|---------------|
| 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**

| <b>Date</b> | <b>From</b>                  | <b>Amount</b> |
|-------------|------------------------------|---------------|
| 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**

| <b>Date</b> | <b>From</b>                     | <b>Amount</b> |
|-------------|---------------------------------|---------------|
| 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**

| <b>Date</b>                    | <b>From</b>                            | <b>Amount</b>          |
|--------------------------------|--|------------------------|
| 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               |
| <b>GRAND TOTAL OF EXPENSES</b> |  | <b>\$ 1,250,487.61</b> |



**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

May 21, 2025  
ID: GERSP 1299620  
Invoice No. 21875054  
Gersten, David M.

RE: Baptiste v. New World Condominium

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**BILLING SUMMARY THROUGH April 30, 2025**

|                                 |                   |
|---------------------------------|-------------------|
| Fees For Professional Services: | \$1,875.00        |
| Expenses and Advances:          | <u>5,108.57</u>   |
| <b>Current Bill:</b>            | <b>\$6,983.57</b> |

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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> |
|-------------|--|-------------|--------------|
| 04/02/25    | Email to/from Peter Valori re: status of potential buyers .1; review and respond to Peter Valori email re: appeal issue re: expedite .1                              | DMG2        | 0.20         |
| 04/06/25    | Review insurance policy .2; review and respond to Rick Zelman email with bill attached .1  | DMG2        | 0.30         |
| 04/07/25    | Email to Peter Valori re: insurance payment .1; review Peter Valori email with report attached .1  | DMG2        | 0.20         |
| 04/08/25    | Review draft of motion to expedite appeal .1; review Peter Valori/Eric Thompson email re: court docket re: insurance question .1                                     | DMG2        | 0.20         |
| 04/10/25    | Review Peter Valori email re: canceled mediation .1  | DMG2        | 0.10         |
| 04/11/25    | Review Sarah Goldberg/Peter Valori email re: consent judgment .1   | DMG2        | 0.10         |
| 04/14/25    | Email to Otto Forrster re: litigation status .1  | DMG2        | 0.10         |
| 04/23/25    | Review insurance billing .1; conference with Peter Valori and Eric Thompson re: appellate issue, Baptiste issue and marketing the property (with insurable title) .3 | DMG2        | 0.40         |
| 04/24/25    | Review and respond to Penn Steel email re: payment .1  | DMG2        | 0.10         |
| 04/25/25    | Review and respond to Peter Valori email re: title insurance and sale strategy .1  | DMG2        | 0.10         |
| 04/28/25    | Review and respond to Peter Valori emails re: brokers .1; review petition and sign same .2; review Peter Valori email with proposed contract attached for review .3  | DMG2        | 0.60         |
| 04/30/25    | Review and sign agreement for legal services .1  | DMG2        | 0.10         |

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## Services Recap

| <u>Init</u> | <u>Name</u>   | <u>Title</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|-------------|---------------|--------------|-------------|--------------|---------------|
| DMG2        | David Gersten | Partner      | 750.00      | 2.50         | 1,875.00      |

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**TOTAL FOR SERVICES**

**\$1,875.00**

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**Expenses**

| <u>Date</u> | <u>Description</u>   | <u>Amount</u>           |
|-------------|--|-------------------------|
| 04/23/25    | Messenger Service - VENDOR: Federal Express Corporation INVOICE#: 8-849-44882 DATE: 5/2/2025<br>FedEx service for 884944882,287882497220,Delivery service fees of 24.47 to Penn Steel, 8700 W FLAGLER ST STE 402/MIAMI FL 33174 re: 13769/matter id 1299620                              | 24.47                   |
| 04/23/25    | Other - VENDOR: Gersten, David M. INVOICE#: CREX7427145805191934 DATE: 5/19/2025<br>Professional Dues, David Gersten paying of Professional Liability Insurance Policy., Narrative: Paying of Professional Liability Insurance Policy Matter: GERSP-1299620, 04/23/25/DGersten/KCB1/DL4/ | 5,084.10                |
|             | <b>TOTAL EXPENSES</b>  | <hr/> <b>\$5,108.57</b> |

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**Outstanding Statements as of May 21, 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         |

David Gersten Special Magistrate  
ID: GERSP 1299620  
Invoice No.: 21875054

May 21, 2025  
Page 4

| <u>Invoice Number</u>                     | <u>Date</u>       | <u>Balance Due</u>  |
|---|-------------------|---------------------|
| 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          |
| <b>Total Accounts Receivable Balance:</b> |                   | <b>\$102,734.82</b> |

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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

May 21, 2025  
ID: GERSP 1299620  
Invoice No. 21875054  
Gersten, David M.

RE: Baptiste v. New World Condominium

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### BILLING SUMMARY THROUGH April 30, 2025

|                                 |                   |
|---------------------------------|-------------------|
| Fees For Professional Services: | \$1,875.00        |
| Expenses and Advances:          | <u>5,108.57</u>   |
| <b>Current Bill:</b>            | <b>\$6,983.57</b> |

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#### 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: 21875054

#### 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™

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(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

June 24, 2025  
ID: GERSP 1299620  
Invoice No. 21902890  
Gersten, David M.

RE: Baptiste v. New World Condominium

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### BILLING SUMMARY THROUGH May 31, 2025

|                                 |                   |
|---------------------------------|-------------------|
| Fees For Professional Services: | \$5,850.00        |
| Expenses and Advances:          | <u>0.00</u>       |
| <b>Current Bill:</b>            | <b>\$5,850.00</b> |

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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> |
|-------------|---|-------------|--------------|
| 05/01/25    | Review and respond to Peter Valori email re: appeal .1  | DMG2        | 0.10         |
| 05/05/25    | Review Berger Singerman email and forward same to Peter Valori re: payment .1; review and respond to Peter Valori email re: Berger Singerman billing .1   | DMG2        | 0.20         |
| 05/06/25    | Review court orders .1; review Rick Zelman email with invoice attached for review .1  | DMG2        | 0.20         |
| 05/07/25    | Conference with Rick Zelman re: sale of property .1; review and respond to Peter Valori email re: broker .1; review and respond to Peter Valori email re: broker issue .1   | DMG2        | 0.30         |
| 05/08/25    | Review court filings .1; emails to/from Peter Valori/Rick Zelman re: broker .2  | DMG2        | 0.30         |
| 05/09/25    | Review and respond to emails from Rick Zelman re: broker .1; conference with broker, Peter Valori, Rick Zelman and Rick Zelman .9; email to/from Peter Valori re: brokers .1  | DMG2        | 1.10         |
| 05/12/25    | Review and respond to email re: potential brokers .1; review and respond to Melanie Damian email re: broker interview .1; review and respond to Mike Ambrose brokerage proposal .2; email to developer Roger Miller re: broker proposal .1; review updated appraisal .1; review and respond to developer opinion .1; review and respond to Peter Valori email re: appraisal .1  | DMG2        | 0.80         |
| 05/13/25    | Review and respond to Peter Valori email re: appraisal for brokers .1; review court filing .1; review Mary Dhanji email re: court application .1; review and respond to Mary Dhanji email re: billing .1; email to Peter Valori re: broker interviews .1; review and respond to Peter Valori email re: interviews .1; review and respond to Melanie Damian email re: interviews .1; review email(s) from Melanie Damian to brokers re: interviews .1; review and respond to Melanie Damian email re: broker issue .1; review Peter Valori email re: gameplan for sale of the property .1; review Melanie Damian email re: broker zoom interview .1; review and respond to Peter Valori email re: additional broker interview .1; review Peter Valori email to Berger Singerman law firm re: payment .1; review CPA email re: billing .1 | DMG2        | 1.40         |
| 05/14/25    | Review CPA email re: outstanding billing .1; review Melanie Damian email with broker report attached .1; review Arthur Porosoff email re:   | DMG2        | 0.30         |

|          |   |      |      |
|----------|---|------|------|
|          | broker interview .1   |      |      |
| 05/15/25 | Review and respond to Michael Ambrose email re: market possibility update .1; review additional broker report .1; interview Arthur Porosof real estate broker .8; review court filing .1; review Gia Abreu O'Conner email re: service of process .1; review and respond to Broker email re: property .1 | DMG2 | 1.30 |
| 05/16/25 | Review and respond to Gia Abreu O'Conner email re: schedule .1  | DMG2 | 0.10 |
| 05/20/25 | Review court filing .1; review and respond to Melanie Damian email re: broker selection .1; zoom conference with Melanie Damian and Peter Valori re: broker .6; follow-up conference with Peter Valori re: broker selection and terms of brokerage agreement .1; review contract for broker .1          | DMG2 | 1.00 |
| 05/21/25 | Review court order .1; review additional order of court.1   | DMG2 | 0.20 |
| 05/28/25 | Review court filing .1; review additional court filing .1   | DMG2 | 0.20 |
| 05/29/25 | Review and respond to Peter Valori email re: insurance issue .1   | DMG2 | 0.10 |
| 05/30/25 | Review Peter Valori email with broker contract attached for review and approval .2  | DMG2 | 0.20 |

### Services Recap

| <u>Init</u> | <u>Name</u>   | <u>Title</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|-------------|---------------|--------------|-------------|--------------|---------------|
| DMG2        | David Gersten | Partner      | 750.00      | 7.80         | 5,850.00      |

**TOTAL FOR SERVICES** **\$5,850.00**

### Outstanding Statements as of June 24, 2025

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

| <u>Invoice Number</u>                     | <u>Date</u>        | <u>Balance Due</u>  |
|---|--------------------|---------------------|
| Statement No 21354168                     | June 29, 2023      | \$3,145.00          |
| Statement No 21374087                     | July 31, 2023      | \$4,895.00          |
| Statement No 21387879                     | August 18, 2023    | \$20,314.97         |
| Statement No 21415053                     | September 28, 2023 | \$7,455.00          |
| Statement No 21424056                     | October 12, 2023   | \$4,275.00          |
| Statement No 21445391                     | November 13, 2023  | \$2,720.00          |
| Statement No 21471323                     | December 15, 2023  | \$3,580.00          |
| Statement No 21497136                     | January 26, 2024   | \$3,400.00          |
| Statement No 21503476                     | February 7, 2024   | \$2,715.00          |
| Statement No 21538132                     | March 22, 2024     | \$1,575.00          |
| Statement No 21550055                     | April 10, 2024     | \$4,575.00          |
| Statement No 21575686                     | May 14, 2024       | \$4,465.00          |
| Statement No 21601874                     | June 18, 2024      | \$4,330.00          |
| Statement No 21619540                     | July 11, 2024      | \$2,550.00          |
| Statement No 21646597                     | August 14, 2024    | \$1,125.00          |
| Statement No 21661899                     | September 5, 2024  | \$3,185.00          |
| Statement No 21695545                     | October 15, 2024   | \$525.00            |
| Statement No 21713002                     | November 6, 2024   | \$975.00            |
| Statement No 21743313                     | December 11, 2024  | \$1,125.00          |
| Statement No 21770677                     | January 16, 2025   | \$1,575.00          |
| 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          |
| <b>Total Accounts Receivable Balance:</b> |                    | <b>\$109,718.39</b> |

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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

June 24, 2025  
ID: GERSP 1299620  
Invoice No. 21902890  
Gersten, David M.

RE: Baptiste v. New World Condominium

---

### BILLING SUMMARY THROUGH May 31, 2025

|                                 |                   |
|---------------------------------|-------------------|
| Fees For Professional Services: | \$5,850.00        |
| Expenses and Advances:          | <u>0.00</u>       |
| <b>Current Bill:</b>            | <b>\$5,850.00</b> |

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#### 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: 21902890

#### LOCKBOX ADDRESS FOR CHECKS

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

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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

July 22, 2025  
ID: GERSP 1299620  
Invoice No. 21927193  
Gersten, David M.

RE: Baptiste v. New World Condominium

---

### BILLING SUMMARY THROUGH June 30, 2025

|                                 |                   |
|---------------------------------|-------------------|
| Fees For Professional Services: | \$2,310.00        |
| Expenses and Advances:          | <u>0.00</u>       |
| <b>Current Bill:</b>            | <b>\$2,310.00</b> |

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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> |
|-------------|---|-------------|--------------|
| 06/02/25    | Review and respond to broker contract .1; review Gia Abrea/Peter Valori email re: death certificate .1  | DMG2        | 0.20         |
| 06/03/25    | Review Mary Danghi email re: insurance .1; review Gia Abre email re: death certificate .1; review Peter Valori/Gia Abrea emails re: case and death certificate .1                         | DMG2        | 0.30         |
| 06/04/25    | Review Andrea Camacho email and forward to Peter Valori re: insurance .1; review Peter Valori email re: payment .1; review Peter Valori email re: retainer agreement .1                   | DMG2        | 0.30         |
| 06/06/25    | Review Melanie Damian email re: insurance payment .1; review and respond to broker email with contract attached for review and signature .2; email to Peter Valori re: broker contract .1 | DMG2        | 0.40         |
| 06/07/25    | Review email from Rick Zelman with billing attached for review and approval .1  | DMG2        | 0.10         |
| 06/09/25    | Review and respond to Gia Abrea email re: retainer agreement .1   | DMG2        | 0.10         |
| 06/13/25    | Review and forward email re: insurance .1   | DMG2        | 0.10         |
| 06/16/25    | Review Peter Valori email re: Gia Abreu re: bill .1; review and respond to Peter Valori email re: listing .1; review court order re: stay .1  | DMG2        | 0.30         |
| 06/17/25    | Review and respond to Peter Valori email re: listing .1   | DMG2        | 0.10         |
| 06/18/25    | Review And respond to Peter Valori email re: listing publication .1; review Gia Abreu/Peter Valori emails re: hearing and death certificate .1  | DMG2        | 0.20         |
| 06/19/25    | Review Gia Abreu/Peter Valori email re: billing issue .1  | DMG2        | 0.10         |
| 06/20/25    | Review and respond top Peter Valori email re: listing information .1  | DMG2        | 0.10         |
| 06/26/25    | Review and respond to Peter Valori email re: new case .1; review complaint re: new case .3; review and respond to Peter Valori email re: marketing summary .1                             | DMG2        | 0.50         |
| 06/26/25    | Discussions with Gersten and related counsel regarding new suit filed by Hiscox, and related follow-up.   | JAS6        | 0.50         |

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## Services Recap

| <u>Init</u> | <u>Name</u>   | <u>Title</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|-------------|---------------|--------------|-------------|--------------|---------------|
| DMG2        | David Gersten | Partner      | 750.00      | 2.80         | 2,100.00      |
| JAS6        | Joseph Sacher | Partner      | 420.00      | 0.50         | 210.00        |

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**TOTAL FOR SERVICES**

**\$2,310.00**

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## Outstanding Statements as of July 22, 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           |
| 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         |

David Gersten Special Magistrate  
ID: GERSP 1299620  
Invoice No.: 21927193

July 22, 2025  
Page 4

| <u>Invoice Number</u>                     | <u>Date</u>   | <u>Balance Due</u>                |
|---|---------------|-----------------------------------|
| Statement No 21902890                     | June 24, 2025 | \$5,850.00                        |
| <b>Total Accounts Receivable Balance:</b> |               | <b><u><u>\$115,568.39</u></u></b> |

---



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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

July 22, 2025  
ID: GERSP 1299620  
Invoice No. 21927193  
Gersten, David M.

RE: Baptiste v. New World Condominium

---

### BILLING SUMMARY THROUGH June 30, 2025

|                                 |                   |
|---------------------------------|-------------------|
| Fees For Professional Services: | \$2,310.00        |
| Expenses and Advances:          | <u>0.00</u>       |
| <b>Current Bill:</b>            | <b>\$2,310.00</b> |

---

#### 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: 21927193

#### LOCKBOX ADDRESS FOR CHECKS

Lockbox Services Box #: 399258  
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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

August 12, 2025  
ID: GERSP 1299620  
Invoice No. 21944854  
Gersten, David M.

RE: Baptiste v. New World Condominium

---

### BILLING SUMMARY THROUGH July 31, 2025

|                                 |                   |
|---------------------------------|-------------------|
| Fees For Professional Services: | \$6,873.00        |
| Expenses and Advances:          | <u>61.76</u>      |
| <b>Current Bill:</b>            | <b>\$6,934.76</b> |

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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> |
|-------------|--|-------------|--------------|
| 07/02/25    | Review court order .1  | DMG2        | 0.10         |
| 07/03/25    | Zoom strategic conference with Peter Valori, Kris Pearson and Joe Sacher re: new case and appeal 1.2; review and comment on latest of appellate brief .5   | DMG2        | 1.70         |
| 07/03/25    | Strategy meeting with Judge Gersten, Peter Valori, and Kris Pearson (1.3); and related follow-up with GRSM management concerning same (0.5).   | JAS6        | 1.70         |
| 07/04/25    | Review latest draft of appellate brief .4  | DMG2        | 0.40         |
| 07/07/25    | Review and edit current draft of appellate brief 4.5; review latest edits and editing conference with Kris Pearson re: latest draft of brief and edits .3; review Rick Zelman billing .1           | DMG2        | 4.90         |
| 07/08/25    | Review and respond to Peter Valori email re: billing .1  | DMG2        | 0.10         |
| 07/10/25    | Email communications staying up to date on settlement overtures in pending suit and related risk considerations.   | JAS6        | 0.20         |
| 07/16/25    | Review Adam Ruff/Peter Valori email re: executed waiver .1   | DMG2        | 0.10         |
| 07/23/25    | Review and respond to Rick Zelman/Peter Valori email re: title insurance .1; review Rick Zelman email re: title insurance issue .1; review Peter Valori email re: comments to Rick Zelman email .1 | DMG2        | 0.30         |
| 07/24/25    | Review and respond to Peter Valori email re: real estate report .1; review court filing .1; review and respond to Peter Valori email re: upcoming meeting .1                                       | DMG2        | 0.30         |
| 07/30/25    | Review Gia Abreu email re: status update re: trail court .1  | DMG2        | 0.10         |
| 07/31/25    | Review Gia Abreu/Peter Valori/Rick Zelman emails re: possible quiet title issue .1   | DMG2        | 0.10         |

## Services Recap

| <u>Init</u> | <u>Name</u> | <u>Title</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|-------------|-------------|--------------|-------------|--------------|---------------|
|-------------|-------------|--------------|-------------|--------------|---------------|

| <u>Init</u> | <u>Name</u>   | <u>Title</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u> |
|-------------|---------------|--------------|-------------|--------------|---------------|
| DMG2        | David Gersten | Partner      | 750.00      | 8.10         | 6,075.00      |
| JAS6        | Joseph Sacher | Partner      | 420.00      | 1.90         | 798.00        |

---

**TOTAL FOR SERVICES**

**\$6,873.00**

---

**Expenses**

| <u>Date</u> | <u>Description</u>   | <u>Amount</u>  |
|-------------|--|----------------|
| 07/01/25    | Messenger Service - VENDOR: Federal Express Corporation INVOICE#: 8-920-79636 DATE: 7/11/2025<br>FedEx service for 892079636,390584588358,Delivery service fees of 61.76 to David Gersten, 14804 SE NORTHSHORE CIR/VANCOUVER WA 98683 re: 5539/matter id 1299620 | 61.76          |
|             | <b>TOTAL EXPENSES</b>  | <b>\$61.76</b> |

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**Outstanding Statements as of August 12, 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         |

David Gersten Special Magistrate  
ID: GERSP 1299620  
Invoice No.: 21944854

August 12, 2025  
Page 4

| <u>Invoice Number</u>                     | <u>Date</u>       | <u>Balance Due</u>  |
|---|-------------------|---------------------|
| 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          |
| <b>Total Accounts Receivable Balance:</b> |                   | <b>\$117,878.39</b> |

---



GORDON REES SCULLY MANSUKHANI  
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Miami, FL 33131  
dgersten@grsm.com

August 12, 2025  
ID: GERSP 1299620  
Invoice No. 21944854  
Gersten, David M.

RE: Baptiste v. New World Condominium

---

### BILLING SUMMARY THROUGH July 31, 2025

|                                 |                   |
|---------------------------------|-------------------|
| Fees For Professional Services: | \$6,873.00        |
| Expenses and Advances:          | <u>61.76</u>      |
| <b>Current Bill:</b>            | <b>\$6,934.76</b> |

---

#### 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:  
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International – WFBIUS6S  
Reference: 21944854

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 Miami, FL 33131  
 United States  
 dvcatorneys.com

# INVOICE

Invoice # 2482  
 Date: 07/31/2025

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   |
|------------|---|-------|-------|----------|----------|
| 05/01/2025 | Review response to title inquiries from real estate lawyers.  | PFV   | 0.20  | \$550.00 | \$110.00 |
| 05/01/2025 | (No charge) Work on response to R. Hartman's email regarding proof of service and waivers (1.0); email to R. Hartman regarding same (.2).               | rs    | 1.20  | \$0.00   | \$0.00   |
| 05/01/2025 | Strategize regarding answer brief in Renters' appeal of order denying motion for intervention in partition action.                                      | KP    | 0.20  | \$450.00 | \$90.00  |
| 05/02/2025 | Work on motion for sanction regarding appeal.   | PFV   | 0.60  | \$550.00 | \$330.00 |
| 05/02/2025 | Review and analyze comments to motion for attorneys' fees and costs against Renters relating to notice of appeal order denying motion for intervention. | KP    | 0.30  | \$450.00 | \$135.00 |
| 05/04/2025 | Review index to record on appeal.   | PFV   | 0.10  | \$550.00 | \$55.00  |
| 05/05/2025 | Email regarding Berger Singerman.   | PFV   | 0.20  | \$550.00 | \$110.00 |
| 05/05/2025 | Revise sanctions motion against Renters and transmit draft to client for approval.  | KP    | 0.30  | \$450.00 | \$135.00 |
| 05/06/2025 | Review orders granting fee applications.  | PFV   | 0.10  | \$550.00 | \$55.00  |
| 05/07/2025 | Reviewing broker initial analysis of property.  | MME   | 0.20  | \$550.00 | \$110.00 |

|            |   |     |      |          |            |
|------------|---|-----|------|----------|------------|
| 05/07/2025 | (No charge) Review pleadings in tenant action as to any relief to tenants (.5); work on 57.105 motion as to appeal (.3).                    | rs  | 0.80 | \$0.00   | \$0.00     |
| 05/08/2025 | Draft notices of voluntary dismissals as to NewRez LLC and U.S. Bank (.5); emails to and from Receiver regarding next owners' meeting (.3). | rs  | 0.80 | \$100.00 | \$80.00    |
| 05/08/2025 | Email regarding broker selection.   | PFV | 0.10 | \$550.00 | \$55.00    |
| 05/08/2025 | Call with Broker.   | PFV | 0.20 | \$550.00 | \$110.00   |
| 05/08/2025 | Review notices of dismissal as to units 115 and 117/118.  | PFV | 0.20 | \$550.00 | \$110.00   |
| 05/08/2025 | Strategize regarding Zoom meeting with unit owners regarding partition action.  | KP  | 0.20 | \$450.00 | \$90.00    |
| 05/09/2025 | Interview of potential brokers Michael Fay , John Crotty and analysis (1.0); interview of potential broker Michael Ambrose (.7).            | MME | 1.70 | \$550.00 | \$935.00   |
| 05/09/2025 | Call with potential broker.   | PFV | 0.90 | \$550.00 | \$495.00   |
| 05/09/2025 | Email with receiver regarding broker selection.   | PFV | 0.20 | \$550.00 | \$110.00   |
| 05/09/2025 | Conference with Michael Fay, John Crotty and Melanie Damian regarding listing for 395 NW 177 Street, Miami, Florida.                        | TAC | 1.00 | \$550.00 | \$550.00   |
| 05/11/2025 | Email with Receiver regarding broker selection.   | PFV | 0.20 | \$550.00 | \$110.00   |
| 05/11/2025 | Email with Receiver regarding S. King letters.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 05/12/2025 | Review update appraisal.  | PFV | 0.30 | \$550.00 | \$165.00   |
| 05/12/2025 | Email regarding updated appraisal.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 05/13/2025 | Emails with potential brokers and buyers.   | MME | 0.50 | \$550.00 | \$275.00   |
| 05/13/2025 | (No charge) Conference with K. Pearson regarding status report.   | PFV | 0.10 | \$0.00   | \$0.00     |
| 05/13/2025 | Email regarding broker interviews.  | PFV | 0.30 | \$550.00 | \$165.00   |
| 05/13/2025 | Email regarding unit owner mail issue.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 05/13/2025 | Email regarding additional potential broker.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 05/13/2025 | Review email regarding voluntary dismissals.  | PFV | 0.20 | \$550.00 | \$110.00   |
| 05/13/2025 | (No charge) Analyze bills and accounting report for drafting status report and fee application.   | KP  | 0.50 | \$0.00   | \$0.00     |
| 05/14/2025 | Reviewing new appraisal and emails regarding same (.5); interview potential broker (.8).  | MME | 1.30 | \$550.00 | \$715.00   |
| 05/14/2025 | Draft ninth status report and fee application.  | KP  | 4.50 | \$450.00 | \$2,025.00 |

|            |  |     |      |          |          |
|------------|--|-----|------|----------|----------|
| 05/15/2025 | Interview potential broker.  | MME | 0.80 | \$550.00 | \$440.00 |
| 05/15/2025 | Work on ninth fee application and exhibits.  | rs  | 0.80 | \$100.00 | \$80.00  |
| 05/15/2025 | Work on Ninth status report.   | PFV | 0.40 | \$550.00 | \$220.00 |
| 05/15/2025 | Conference with potential broker.  | PFV | 0.30 | \$550.00 | \$165.00 |
| 05/15/2025 | Communications with client regarding invoices and status report and fee application.       | KP  | 0.50 | \$450.00 | \$225.00 |
| 05/15/2025 | Revise, finalize and coordinate filing status report.                                      | KP  | 1.50 | \$450.00 | \$675.00 |
| 05/16/2025 | Interviewing potential brokers.  | MME | 1.00 | \$550.00 | \$550.00 |
| 05/16/2025 | Conference regarding insurance brokers.  | PFV | 0.10 | \$550.00 | \$55.00  |
| 05/20/2025 | Zoom call with Receiver to discuss Broker terms.   | MME | 0.50 | \$550.00 | \$275.00 |
| 05/20/2025 | Attend hearing on motion to withdraw by 40 Year entity counsel.                            | PFV | 0.80 | \$550.00 | \$440.00 |
| 05/20/2025 | Email regarding status of broker selection.  | PFV | 0.20 | \$550.00 | \$110.00 |
| 05/20/2025 | Review proposed order on motion to withdraw.   | PFV | 0.10 | \$550.00 | \$55.00  |
| 05/20/2025 | Conferences with Judge Gersten regarding broker selection.                                 | PFV | 0.70 | \$550.00 | \$385.00 |
| 05/20/2025 | Call with A. Porosoff regarding same.  | PFV | 0.10 | \$550.00 | \$55.00  |
| 05/20/2025 | Review and revised Compass agreement.  | PFV | 0.10 | \$550.00 | \$55.00  |
| 05/28/2025 | Review notice of related case filed in renter class appeal.                                | PFV | 0.10 | \$550.00 | \$55.00  |
| 05/29/2025 | Review and analyze motion to stay in owner class action case.                              | PFV | 0.20 | \$550.00 | \$110.00 |
| 05/29/2025 | Email with receiver regarding status and planning.   | PFV | 0.10 | \$550.00 | \$55.00  |
| 05/29/2025 | Email with probate counsel regarding status and planning.                                  | PFV | 0.10 | \$550.00 | \$55.00  |
| 05/30/2025 | Email regarding unit owner conference.   | PFV | 0.10 | \$550.00 | \$55.00  |
| 05/30/2025 | (No charge) Strategize regarding Zoom meeting with unit owners regarding partition action. | KP  | 0.10 | \$0.00   | \$0.00   |
| 06/02/2025 | Email regarding listing agreement regarding partition case.                                | PFV | 0.10 | \$550.00 | \$55.00  |
| 06/04/2025 | Email regarding liability insurance.   | PFV | 0.20 | \$550.00 | \$110.00 |
| 06/04/2025 | Review email and documents regarding St. Germain estate regarding partition case.          | PFV | 0.20 | \$550.00 | \$110.00 |
| 06/05/2025 | Preliminary review of Renters' appellate brief regarding partition case.                   | KP  | 0.50 | \$450.00 | \$225.00 |

|            |  |     |      |          |            |
|------------|--|-----|------|----------|------------|
| 06/05/2025 | Strategize regarding answer brief in Renters' appeal of motion to intervene regarding partition case.  | KP  | 0.30 | \$450.00 | \$135.00   |
| 06/05/2025 | Initial review of appellate brief of renters in partition action with focus on standard of review regarding partition case.  | PFV | 0.40 | \$550.00 | \$220.00   |
| 06/05/2025 | Draft email regarding answer brief regarding partition case.   | PFV | 0.10 | \$550.00 | \$55.00    |
| 06/10/2025 | Analyze Renter's appellate brief regarding order denying intervention motion and cited case law for drafting answer brief regarding partition case.                    | KP  | 2.00 | \$450.00 | \$900.00   |
| 06/10/2025 | Reviewing emails and debt agreements and emails regarding extension with lender; requesting reduction in fees.   | MME | 1.00 | \$550.00 | \$550.00   |
| 06/12/2025 | Email with broker regarding listing regarding partition case.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 06/13/2025 | Status conference regarding sale listing and loan extension regarding partition case.  | PFV | 0.30 | \$550.00 | \$165.00   |
| 06/16/2025 | Strategize regarding drafting notice of filing in foreclosure case.  | KP  | 0.20 | \$450.00 | \$90.00    |
| 06/16/2025 | Email regarding property maintenance.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 06/17/2025 | Providing update to lender and telephone calls regarding same and extension of loan.   | MME | 0.40 | \$550.00 | \$220.00   |
| 06/18/2025 | Emails regarding next homeowners' zoom meeting.  | rs  | 0.30 | \$100.00 | \$30.00    |
| 06/18/2025 | Update email to Receiver regarding real estate listing.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 06/20/2025 | Working on extension of loan.  | MME | 1.00 | \$550.00 | \$550.00   |
| 06/20/2025 | Email regarding real estate listing regarding partition case.  | PFV | 0.20 | \$550.00 | \$110.00   |
| 06/23/2025 | Strategize regarding hearing on Ninth Fee Application and hearing on motion to withdraw by counsel for 40 Year Investments.  | KP  | 0.30 | \$450.00 | \$135.00   |
| 06/23/2025 | Analyze record on appeal for drafting appellate answer brief for appeal by the renters of the court's order denying their motion to intervene in the partition action. | KP  | 2.50 | \$450.00 | \$1,125.00 |
| 06/23/2025 | Work on appellate answer brief for appeal by the renters of the court's order denying their motion to intervene in the partition action.                               | KP  | 2.50 | \$450.00 | \$1,125.00 |
| 06/23/2025 | Review file and confer with R. Zelman regarding  | PFV | 0.30 | \$550.00 | \$165.00   |

|            |  |     |      |          |            |
|------------|--|-----|------|----------|------------|
|            | title issues and potential purchase and sale agreement documentation regarding partition case.   |     |      |          |            |
| 06/24/2025 | Prepare for and attend hearing on status conference set by court.  | KP  | 0.40 | \$450.00 | \$180.00   |
| 06/24/2025 | Analyze research for and draft appellate answer brief for appeal by the renters of the court's order denying their motion to intervene in the partition action.                          | KP  | 2.00 | \$450.00 | \$900.00   |
| 06/24/2025 | Prepare for and attend hearing on status conference.   | PFV | 0.40 | \$550.00 | \$220.00   |
| 06/25/2025 | Analyze research for and draft appellate answer brief for appeal by the renters of the court's order denying their motion to intervene in the partition action regarding partition case. | KP  | 3.50 | \$450.00 | \$1,575.00 |
| 06/26/2025 | Analyze research for and draft appellate answer brief for appeal by the renters of the court's order denying their motion to intervene in the partition action.                          | KP  | 4.00 | \$450.00 | \$1,800.00 |
| 06/26/2025 | Review and analyze Hiscox complaint regarding coverage issue.  | PFV | 0.50 | \$550.00 | \$275.00   |
| 06/26/2025 | Draft email to Receiver regarding status.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 06/26/2025 | Review update from broker regarding partition case.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 06/27/2025 | Email to D. Campagna regarding new website posting (.2); mass email to homeowners' regarding next zoom homeowners' meeting (.3).   | rs  | 0.50 | \$100.00 | \$50.00    |
| 06/27/2025 | Analyze research for and draft appellate answer brief for appeal by the renters of the court's order denying their motion to intervene in the partition action.                          | KP  | 4.50 | \$450.00 | \$2,025.00 |
| 07/01/2025 | (No charge) Strategize regarding hearing on Ninth Status report and request for fees.  | KP  | 0.30 | \$0.00   | \$0.00     |
| 07/01/2025 | Strategize regarding Hiscox declaratory judgment lawsuit.  | KP  | 0.20 | \$450.00 | \$90.00    |
| 07/01/2025 | Prepare for (.1); and attend (.2); hearing on motion to approve 9th fee application.   | PFV | 0.30 | \$550.00 | \$165.00   |
| 07/01/2025 | (No charge) Work on order on motion to approve fees.   | PFV | 0.10 | \$0.00   | \$0.00     |
| 07/01/2025 | Analyze issues regarding Hiscox lawsuit.   | PFV | 0.30 | \$550.00 | \$165.00   |
| 07/01/2025 | Conference regarding status and planning as to main receivership.  | PFV | 0.50 | \$550.00 | \$275.00   |

|            |   |     |      |          |            |
|------------|---|-----|------|----------|------------|
| 07/01/2025 | (No charge) Draft proposed order granting 9th fee application in receivership action.   | rs  | 0.50 | \$0.00   | \$0.00     |
| 07/02/2025 | Revisions to answer brief in Renters' appeal of order denying motion to intervene.  | KP  | 1.50 | \$450.00 | \$675.00   |
| 07/02/2025 | (No charge) Analyze motion for extension of time filed by Renter's to response to answer brief in class action case against the Association.  | KP  | 0.10 | \$0.00   | \$0.00     |
| 07/02/2025 | Strategize regarding appendix for answer brief in renter's appeal of order denying motion to intervene.   | KP  | 0.20 | \$450.00 | \$90.00    |
| 07/03/2025 | Work on answer brief with focus on portions relating to Condominium Statute.  | BN  | 4.60 | \$495.00 | \$2,277.00 |
| 07/03/2025 | Confer with Judge Gersten regarding status and planning and appellate brief planning.   | PFV | 1.20 | \$550.00 | \$660.00   |
| 07/03/2025 | Review authorities for appellate brief and work on answer brief.  | PFV | 5.40 | \$550.00 | \$2,970.00 |
| 07/03/2025 | Draft notice of stay (.5); draft notice of appearance in Deutsche action (.2).  | rs  | 0.70 | \$100.00 | \$70.00    |
| 07/03/2025 | Analyze notice for extension of time in New World Appeal and strategize regarding extension.  | KP  | 0.20 | \$450.00 | \$90.00    |
| 07/03/2025 | Zoom meeting with client to discuss Hiscox declaratory judgment action and appellate brief in renter's appeal of order denying motion to intervene in partition action.             | KP  | 1.00 | \$450.00 | \$450.00   |
| 07/03/2025 | Strategize regarding appendix for answer brief in renter's appeal of order denying motion to intervene in partition action.   | KP  | 0.20 | \$450.00 | \$90.00    |
| 07/03/2025 | Revisions to answer brief in Renter's appeal of order denying motion to intervene in partition action.  | KP  | 2.50 | \$450.00 | \$1,125.00 |
| 07/04/2025 | Run analysis of authorities report on briefing using Lexis and review same (.7); and prepare email regarding same (.1).   | PFV | 0.80 | \$550.00 | \$440.00   |
| 07/04/2025 | Strategize regarding answer brief in renter's appeal of order denying motion to intervene in partition action.  | KP  | 0.50 | \$450.00 | \$225.00   |
| 07/06/2025 | Zoom call with client and P. Valori regarding revisions to Answer brief in Renters' appeal of order denying motion to intervene in partition action involving condominium property. | KP  | 4.50 | \$450.00 | \$2,025.00 |
| 07/06/2025 | Edits to revised Answer brief in Renters' appeal of order denying motion to intervene in partition action involving condominium property.   | KP  | 2.50 | \$450.00 | \$1,125.00 |

|            |   |     |      |          |            |
|------------|---|-----|------|----------|------------|
| 07/06/2025 | Work on answer brief and confer with client and K. Pearson regarding same.  | PFV | 5.20 | \$550.00 | \$2,860.00 |
| 07/07/2025 | Assist attorney with preparation of the table of citations and authorities and table of contents for Answer Brief and Appendix to Answer Brief. | jas | 4.20 | \$100.00 | \$420.00   |
| 07/07/2025 | Work on Appendix to Answer Brief.   | PFV | 0.30 | \$550.00 | \$165.00   |
| 07/07/2025 | Work on Answer Brief.   | PFV | 0.80 | \$550.00 | \$440.00   |
| 07/07/2025 | Draft, revise, and coordinate filing appendix to answer brief in renters' appeal of denial of their intervention motion.                        | KP  | 1.50 | \$450.00 | \$675.00   |
| 07/07/2025 | Revise, Finalize, and Coordinate filing Answer Brief in Renter's appeal of order denying motion to intervene in partition action.               | KP  | 3.50 | \$450.00 | \$1,575.00 |
| 07/10/2025 | Review file and email counsel for Hiscox regarding possible settlement.   | PFV | 0.20 | \$550.00 | \$110.00   |
| 07/10/2025 | Email regarding status and planning as to St. Germain case.   | PFV | 0.10 | \$550.00 | \$55.00    |
| 07/11/2025 | Responding to potential buyer.  | MME | 0.20 | \$550.00 | \$110.00   |
| 07/13/2025 | Email regarding listing.  | PFV | 0.20 | \$550.00 | \$110.00   |
| 07/13/2025 | Review acceptance of service form re Hiscox complaint.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 07/15/2025 | Attend hearing on status conference regarding withdraw by 40 Year party.  | PFV | 0.40 | \$550.00 | \$220.00   |
| 07/15/2025 | Conference regarding status in Breedlove case.  | PFV | 0.40 | \$550.00 | \$220.00   |
| 07/15/2025 | Communications with broker regarding status of sales efforts.   | PFV | 0.20 | \$550.00 | \$110.00   |
| 07/16/2025 | Review Hiscox waiver document.  | PFV | 0.10 | \$550.00 | \$55.00    |
| 07/16/2025 | Email with opposing counsel in in Hiscox case regarding waiver of service and proposed settlement.  | PFV | 0.20 | \$550.00 | \$110.00   |
| 07/16/2025 | Confer with Mr. Baptiste regarding status of listing.   | PFV | 0.10 | \$550.00 | \$55.00    |
| 07/17/2025 | Work on analysis of briefs regarding likely outcome on appeal and case planning.  | PFV | 0.30 | \$550.00 | \$165.00   |
| 07/18/2025 | Email with lender regarding extension documents.  | MME | 0.30 | \$550.00 | \$165.00   |
| 07/22/2025 | Review marketing report from expert.  | PFV | 0.30 | \$550.00 | \$165.00   |
| 07/23/2025 | Reviewing property emails and meeting with co-counsel regarding status and strategy for sale and  | MME | 0.50 | \$550.00 | \$275.00   |

|            |   |     |      |          |          |
|------------|---|-----|------|----------|----------|
|            | closure.  |     |      |          |          |
| 07/23/2025 | Review email from title counsel and attachments regarding new title exceptions.   | PFV | 0.40 | \$550.00 | \$220.00 |
| 07/23/2025 | Draft response to email from title counsel regarding case planning.   | PFV | 0.30 | \$550.00 | \$165.00 |
| 07/23/2025 | Analyze issues regarding potential price reduction.   | PFV | 0.30 | \$550.00 | \$165.00 |
| 07/23/2025 | Conference with broker and zoning attorney regarding permitted uses regarding sales and marketing plan to sell property.  | PFV | 0.80 | \$550.00 | \$440.00 |
| 07/23/2025 | Confer with paralegal regarding affidavits and service of process history.  | PFV | 0.30 | \$550.00 | \$165.00 |
| 07/24/2025 | Prepare status report for receiver regarding sale and marketing and permitted uses of the property.   | PFV | 0.40 | \$550.00 | \$220.00 |
| 07/24/2025 | Email with receiver regarding sale price strategy.  | PFV | 0.20 | \$550.00 | \$110.00 |
| 07/24/2025 | Review and analyze R. Zellman letter regarding affidavits (.5); review title file regarding commitment item 178 (.5); email to R. Zelman regarding same in partition action (.3).             | rs  | 1.30 | \$100.00 | \$130.00 |
| 07/28/2025 | Reviewing proposed drafts and revising same and consulting with co-counsel regarding loan agreement consolidation (.5); email with lender (.7).   | MME | 1.20 | \$550.00 | \$660.00 |
| 07/28/2025 | Research for and draft consolidated renewal note that consolidates first and second notes.  | KP  | 1.50 | \$450.00 | \$675.00 |
| 07/28/2025 | Analyze communications with New World regarding business terms for third note and draft third note from New Wave's counsel; strategize regarding need to address two outstanding prior notes. | KP  | 0.50 | \$450.00 | \$225.00 |
| 07/29/2025 | Emails with lender regarding consolidated documents.  | MME | 0.40 | \$550.00 | \$220.00 |
| 07/30/2025 | Research for and begin revising collateral assignment of assessment rights to correspond with consolidated promissory note.   | KP  | 1.50 | \$450.00 | \$675.00 |
| 07/30/2025 | Research for and draft consolidated receiver's certificate.   | KP  | 1.00 | \$450.00 | \$450.00 |
| 07/31/2025 | Email regarding St Germain case and relating planning.  | PFV | 0.20 | \$550.00 | \$110.00 |
| 07/31/2025 | Email with counsel for Hiscox regarding proposed settlement.  | PFV | 0.10 | \$550.00 | \$55.00  |

|            |  |    |      |          |          |
|------------|--|----|------|----------|----------|
| 07/31/2025 | Work on chart detailing unit owners and outstanding tasks in accordance with R. Zelman letter. | rs | 1.00 | \$100.00 | \$100.00 |
|------------|--|----|------|----------|----------|

**Hours Subtotal 114.1**

**Fees Subtotal \$50,847.00**

**Expenses**

| Type    | Date       | Description   | Quantity | Rate                     | Amount             |
|---------|------------|---|----------|--------------------------|--------------------|
| Expense | 05/01/2025 | Webmaster. Invoice 908308. Shared Hosting - Starter Hosting Web Site. Newworldcondoreceivership.com May 1st - May 31st, 2025. period. | 1.00     | \$12.95                  | \$12.95            |
| Expense | 05/01/2025 | Loan to Receivership for association expenses.  | 1.00     | \$10,000.00              | \$10,000.00        |
| Expense | 05/12/2025 | Interest on loan  | 1.00     | \$979.50                 | \$979.50           |
| Expense | 05/31/2025 | Photocopies   | 210.00   | \$0.25                   | \$52.50            |
| Expense | 06/12/2025 | Loan to Receivership for association expenses.  | 1.00     | \$10,000.00              | \$10,000.00        |
| Expense | 06/26/2025 | Interest on loan  | 1.00     | \$1,905.20               | \$1,905.20         |
| Expense | 06/30/2025 | Lexis Nexis Research Fee  | 1.00     | \$58.58                  | \$58.58            |
| Expense | 07/11/2025 | Interest on loan  | 1.00     | \$34.57                  | \$34.57            |
| Expense | 07/25/2025 | Webmaster. Invoice 1081022. Shared Hosting- Starter Hosting for August period. 07.25.25   | 1.00     | \$12.95                  | \$12.95            |
| Expense | 07/31/2025 | Pacer/Court Documents   | 1.00     | \$9.10                   | \$9.10             |
| Expense | 07/31/2025 | Lexis Nexis Research Fee  | 1.00     | \$16.51                  | \$16.51            |
| Expense | 07/31/2025 | Photocopies   | 46.00    | \$0.25                   | \$11.50            |
|         |            |   |          | <b>Expenses Subtotal</b> | <b>\$23,093.36</b> |

| Name               | Hours | Rate     | Amount      |
|--------------------|-------|----------|-------------|
| Thomas Culmo       | 1.0   | \$550.00 | \$550.00    |
| Melanie Damian     | 11.0  | \$550.00 | \$6,050.00  |
| Brett Novick       | 4.6   | \$495.00 | \$2,277.00  |
| Kristopher Pearson | 53.0  | \$450.00 | \$23,850.00 |
| Kristopher Pearson | 1.0   | \$0.00   | \$0.00      |
| Peter Valori       | 31.2  | \$550.00 | \$17,160.00 |

|                    |     |          |                    |
|--------------------|-----|----------|--------------------|
| Peter Valori       | 0.2 | \$0.00   | \$0.00             |
| Reesea Saetae      | 5.4 | \$100.00 | \$540.00           |
| Reesea Saetae      | 2.5 | \$0.00   | \$0.00             |
| Jeannette Serna    | 4.2 | \$100.00 | \$420.00           |
| <b>Hours Total</b> |     |          | <b>114.1</b>       |
| <b>Subtotal</b>    |     |          | <b>\$73,940.36</b> |
| <b>Amount</b>      |     |          | <b>\$73,940.36</b> |

### Statement of Account

|                     |               |                   |                         |
|---------------------|---------------|-------------------|-------------------------|
| Outstanding Balance | New Charges   | Payments Received | <b>Total Amount Due</b> |
| ( \$674,983.85      | + \$73,940.36 | )- (\$0.00        | = <b>\$748,924.21</b>   |

### 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  |

#### Current Invoice

| Invoice Number             | Due On     | Amount Due  | Payments Received | Balance Due         |
|----------------------------|------------|-------------|-------------------|---------------------|
| 2482                       | 07/31/2025 | \$73,940.36 | \$0.00            | \$73,940.36         |
| <b>Outstanding Balance</b> |            |             |                   | <b>\$748,924.21</b> |
| <b>Total Amount Due</b>    |            |             |                   | <b>\$748,924.21</b> |

Please make all amounts payable to: Damian Valori Culmo

Please call 305-371-3960 for questions.

Payment is due upon receipt.

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

May 25, 2025  
Invoice Number 113700

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

PROFFESIONAL SERVICES

|          |     |  | Hours |
|----------|-----|--|-------|
| 04/27/25 | RMH | Review court papers and docket to confirm service, etc. on defendants  | 4.70  |
| 04/28/25 | RMZ | Preparation of correspondence confirming title requirements to Brian Stringer, Esq.; correspondence to Peter Valori. | 0.30  |
| 04/28/25 | RMH | Confer with RMZ re results of search of court docket re service on defendants  | 0.10  |
| 04/29/25 | RMH | Email to Receiver's counsel re needed further information  | 0.50  |
| 05/01/25 | IC  | Preparation of Non-ID Affidavit for Jennifer Brown, Units 125/126. Preparation of correspondence to Jennifer Brown.  | 0.50  |

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

|                      |     |  |       |          |
|----------------------|-----|--|-------|----------|
| 05/02/25             | RMH | Review responsive email re service issues and supporting documents, reply to same  | 0.60  |          |
| 05/07/25             | RMZ | Review correspondence from Gabriella Santa Cruz regarding Units 115, 116 and 117; review Satisfactions; prepare correspondence to Gabriela; telephone call with David Gersten. | 0.60  |          |
| 05/08/25             | RMZ | Telephone call with Mike Ambrose; correspondence to Peter Valori, Esq.   | 0.50  |          |
| 05/13/25             | IC  | Review file; conference with Richard M. Zelman, Esq. regarding status of Commitment/Updated Searches.  | 1.40  |          |
| 05/14/25             | RMZ | Telephone call with Iris Castillo; prepare correspondence to Brian Stringer of the Fund regarding revised title commitment.  | 0.30  |          |
| 05/14/25             | IC  | Preparation of correspondence to Jennifer Mann of The Fund regarding status of Commitment; review updated searches.  | 0.60  |          |
| TOTAL HOURS AND FEES |     |  | 10.10 | 4,074.50 |
| TOTAL STATEMENT      |     |  |       | 4,074.50 |

| <u>Fee Summary</u> | <u>Hours</u> | <u>Amount</u> |
|--------------------|--------------|---------------|
| Richard M. Zelman  | 1.70         | 841.50        |
| Roy M. Hartman     | 5.90         | 2,920.50      |
| Iris Castillo      | 2.50         | 312.50        |
| Total Fees         | 10.10        | 4,074.50      |

May 25, 2025

Page 3

Invoice 113700

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

|          |                    |                  |
|----------|--------------------|------------------|
| 04/25/25 | PREVIOUS BALANCE   | 15,845.02        |
|          | Total this Bill    | 4,074.50         |
|          | <u>NEW BALANCE</u> | <u>19,919.52</u> |

Accounts Receivable Aging

|          |           |
|----------|-----------|
| Current  | 4,074.50  |
| 30 Days  | 1,758.00  |
| 60 Days  | 1,930.50  |
| 90 Days  | 0.00      |
| 120 Days | 12,156.52 |

Sacher Zelman Hartman, P.A.  
Two Dattran 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

June 25, 2025  
Invoice Number 113723

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

PROFESSIONAL SERVICES

|          |     |   | Hours |        |
|----------|-----|---|-------|--------|
| 06/02/25 | RMZ | Telephone call with Ms. Jeffries of Miami-Dade County Finance Department regarding update.                              | 0.20  |        |
| 06/23/25 | RMZ | Telephone call with Peter Valori, Esq. regarding Listing Agreement; status update; telephone call with Arthur Parasoff. | 0.40  |        |
|          |     | TOTAL HOURS AND FEES  | 0.60  | 297.00 |
|          |     | TOTAL STATEMENT   |       | 297.00 |

| <u>Fee Summary</u> | <u>Hours</u> | <u>Amount</u> |
|--------------------|--------------|---------------|
| Richard M. Zelman  | 0.60         | 297.00        |
| Total Fees         | 0.60         | 297.00        |

June 25, 2025  
Invoice 113723

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

|          |                    |                  |
|----------|--------------------|------------------|
| 05/25/25 | PREVIOUS BALANCE   | 19,919.52        |
|          | Total this Bill    | 297.00           |
|          | <u>NEW BALANCE</u> | <u>20,216.52</u> |

Accounts Receivable Aging

|          |           |
|----------|-----------|
| Current  | 297.00    |
| 30 Days  | 4,074.50  |
| 60 Days  | 1,758.00  |
| 90 Days  | 544.50    |
| 120 Days | 13,542.52 |

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

July 25, 2025  
Invoice Number 113743

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

PROFFESIONAL SERVICES

|          |     |   | Hours |
|----------|-----|---|-------|
| 07/08/25 | RMZ | Review revised title insurance commitment; telephone call with Iris Castillo.   | 0.40  |
| 07/09/25 | RMZ | Review updated title insurance commitment; conference with Iris Castillo; prepare correspondence to Brian Stringer of the Fund.   | 1.80  |
| 07/09/25 | IC  | Review previous title commitment; review updates received; review updated title commitment of July 3, 2025; telephone conference with Richard M. Zelman regarding outstanding title issues. | 3.00  |
| 07/14/25 | IC  | Review individual file units for outstanding items in title commitment; review recorded documents; telephone conversation   | 5.00  |

with Richard M. Zelman.

|          |     |   |      |
|----------|-----|---|------|
| 07/15/25 | RMZ | Review revised title insurance commitment; telephone conference with Iris Castillo review requirements 1-240.   | 2.60 |
| 07/15/25 | IC  | Conference call with Richard M. Zelman reviewing updated title commitment.  | 3.50 |
| 07/16/25 | RMZ | Telephone call with Iris Castillo regarding title insurance issues; prepare correspondence to Brian Stringer of the Fund; review title commitment requirements. | 0.90 |
| 07/16/25 | IC  | Review and revise requested documentation on title commitment; telephone conference with Richard M. Zelman.   | 2.00 |
| 07/18/25 | RMZ | Telephone call with Iris Castillo regarding Affidavits, etc; calls to Brian Stringer.   | 0.30 |
| 07/22/25 | RMZ | Preparation of correspondence to Peter Valori; telephone call with Brian Stringer of the Fund; review title commitment and affidavits.                          | 1.20 |
| 07/23/25 | RMZ | Review and revise draft correspondence to Peter Valori, Esq; telephone conference with Iris Castillo; review correspondence from Peter regarding service, etc.  | 0.60 |
| 07/23/25 | IC  | Telephone conference with Richard Zelman, Esq.  | 0.40 |

TOTAL HOURS AND FEES 21.70 5,598.50

TOTAL STATEMENT 5,598.50

| <u>Fee Summary</u> | <u>Hours</u> | <u>Amount</u> |
|--------------------|--------------|---------------|
| Richard M. Zelman  | 7.80         | 3,861.00      |
| Iris Castillo      | 13.90        | 1,737.50      |
| Total Fees         | 21.70        | 5,598.50      |

|          |                    |                  |
|----------|--------------------|------------------|
| 06/25/25 | PREVIOUS BALANCE   | 20,216.52        |
|          | Total this Bill    | 5,598.50         |
|          | <u>NEW BALANCE</u> | <u>25,815.02</u> |

Accounts Receivable Aging

|          |           |
|----------|-----------|
| Current  | 5,598.50  |
| 30 Days  | 297.00    |
| 60 Days  | 4,074.50  |
| 90 Days  | 1,758.00  |
| 120 Days | 14,087.02 |

Citigroup Center  
201 South Biscayne Boulevard, 20th Floor  
Miami, Florida 33131  
(305) 789-9200 main  
(305) 789-9201 fax  
E.I. No. 59-1303994

www.fowler-white.com

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

June 10, 2025  
Page 1

Ref: GAO-31536-114478-656407

Estate of Jean Yvon St. Germain

| INVOICE                                 |           |
|---|-----------|
| Total Amount Due for this Invoice ..... | \$ 135.00 |
| Total Due.....                          | \$ 135.00 |

For Professional Services Through May 31, 2025

| Date     | Description   | Atty | Hours |
|----------|---|------|-------|
| 05/29/25 | Communicate with D. Gersten and P. Valori regarding hearing on Petition for Administration and to Appoint Administrator Ad Litem. | GAO  | 0.20  |

Fees for Professional Services .....\$ 135.00

**Summary of Timekeeper Fees**

| Timekeeper                       | Hours | Rate/Hour | Dollars |
|----------------------------------|-------|-----------|---------|
| Giovanna Abreu O'Connor<br>(GAO) | 0.20  | 675.00    | 135.00  |
| <b>TOTAL</b>                     | 0.20  | \$        | 135.00  |

**Totals for This Matter**

|   |           |
|---|-----------|
| Fees for Professional Services .....      | \$ 135.00 |
| Reimbursable Costs .....                  | \$ 0.00   |
| NET CURRENT BILLING FOR THIS MATTER ..... | \$ 135.00 |
| TOTAL AMOUNT DUE FOR THIS INVOICE.....    | \$ 135.00 |

**TERM: DUE UPON RECEIPT**

Please make checks payable to: **FOWLER WHITE BURNETT IN U.S. CURRENCY**  
Please reference 31536-114478-656407 when making payment

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

July 10, 2025  
Page 1

Ref: GAO-31536-114478-657055

Estate of Jean Yvon St. Germain

| INVOICE                                 |           |
|---|-----------|
| Total Amount Due for this Invoice ..... | \$ 676.10 |
| Total Due.....                          | \$ 676.10 |

For Professional Services Through June 30, 2025

| Date     | Description   | Atty | Hours |
|----------|---|------|-------|
| 06/02/25 | Communicate with P. Valori regarding request for hearing on Petition for Administration and to Appoint Attorney Ad Litem.                             | GAO  | 0.20  |
| 06/02/25 | Research regarding ordering death certificate for death occurred in Haiti.  | GAO  | 0.30  |
| 06/03/25 | Review response to Petition filed by Marie Saint Germain.   | GAO  | 0.10  |
| 06/03/25 | Prepare email to Marie Saint Germain regarding estate status, response to Petition, and to request death certificate and sibling contact information. | GAO  | 0.20  |
| 06/18/25 | Communicate with R. Saetae regarding status of matter hearing and death certificate issue.  | GAO  | 0.20  |

Fees for Professional Services .....\$ 675.00

**Summary of Timekeeper Fees**

| Timekeeper                       | Hours       | Rate/Hour | Dollars       |
|----------------------------------|-------------|-----------|---------------|
| Giovanna Abreu O'Connor<br>(GAO) | 1.00        | 675.00    | 675.00        |
| <b>TOTAL</b>                     | <b>1.00</b> | <b>\$</b> | <b>675.00</b> |

**Reimbursable Costs**

| Date                           | Item  | Amount         |
|--------------------------------|---|----------------|
| 06/03/25                       | Impression charges: 1 pages - Presley Marylin       | 0.10           |
| 06/03/25                       | Color Impression charges: 2 pages - Presley Marylin | 1.00           |
| Total Reimbursable Costs ..... |   | \$ <u>1.10</u> |

**Totals for This Matter**

|   |    |                      |
|---|----|----------------------|
| Fees for Professional Services .....      | \$ | 675.00               |
| Reimbursable Costs .....                  | \$ | 1.10                 |
| NET CURRENT BILLING FOR THIS MATTER ..... | \$ | <u>676.10</u>        |
| TOTAL AMOUNT DUE FOR THIS INVOICE .....   | \$ | <u><u>676.10</u></u> |

***TERM: DUE UPON RECEIPT***

Please make checks payable to: **FOWLER WHITE BURNETT IN U.S. CURRENCY**  
Please reference 31536-114478-657055 when making payment

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

August 13, 2025  
Page 1

Ref: GAO-31536-114478-658003

Estate of Jean Yvon St. Germain

| INVOICE                                 |           |
|---|-----------|
| Total Amount Due for this Invoice ..... | \$ 917.84 |
| Total Due.....                          | \$ 917.84 |

For Professional Services Through July 31, 2025

| Date                                 | Description  | Atty | Hours     |
|--------------------------------------|--|------|-----------|
| 07/28/25                             | Receive and review email from attorney requesting an RFP from Marie St. Germain (Pro Se) to request 1. Certified and apostilled copy of the death certificate/ certification of death for Jean Yvon St. Germain. 2. Copies of any will(s) and codicil(s) executed by Jean Yvon St. Germain | VG   | 0.20      |
| 07/30/25                             | Review and revise Request for Production to Marie St. Germain.   | GAO  | 0.20      |
| 07/30/25                             | Communicate with client regarding update and request for production.   | GAO  | 0.10      |
| 07/30/25                             | Conference with attorney (GAO) regarding drafting and preparing request for production for the purposes of ongoing discovery and litigation.   | VG   | 0.30      |
| 07/30/25                             | Drafting and preparing request for production to Maire St. Germain for the purposes of ongoing discovery and litigation.   | VG   | 0.50      |
| 07/30/25                             | Send to attorney for review request for production to Maire St. Germain for the purposes of ongoing discovery and litigation.  | VG   | 0.10      |
| 07/30/25                             | Receive and review email from attorney confirming filed Request for Production of documents and send out rfp for service via certified mail to Pro Se defendant.   | VG   | 0.20      |
| 07/30/25                             | Receive and review emails from attorney to court and opposing counsel re: filed Request for Production of documents and send out rfp for service via certified mail to Pro Se defendant.   | VG   | 0.20      |
| 07/31/25                             | Communicate with P. Valori regarding death certificate requirement and strategy due to inability to obtain same.   | GAO  | 0.20      |
| 07/31/25                             | Communicate with P. Valori regarding strategy and requirement to file death certificate.   | GAO  | 0.10      |
| 07/31/25                             | Prepare and serve via certified mail RFP to Ms. Marie St. Germain for the purposes of ongoing litigation of the same.  | VG   | 0.20      |
| Fees for Professional Services ..... |  |      | \$ 906.50 |

**Summary of Timekeeper Fees**

| Timekeeper                       | Hours | Rate/Hour | Dollars |
|----------------------------------|-------|-----------|---------|
| Giovanna Abreu O'Connor<br>(GAO) | 0.60  | 675.00    | 405.00  |

**Summary of Timekeeper Fees**

| Timekeeper           | Hours       | Rate/Hour | Dollars       |
|----------------------|-------------|-----------|---------------|
| Veronica Guisse (VG) | 1.70        | 295.00    | 501.50        |
| <b>TOTAL</b>         | <b>2.30</b> | <b>\$</b> | <b>906.50</b> |

**Reimbursable Costs**

| Date                           | Item  | Amount          |
|--------------------------------|---|-----------------|
| 07/31/25                       | Postage: first class mail                           | 10.44           |
| 07/31/25                       | Impression charges: 3 pages - Guisse Veronica       | 0.30            |
| 07/31/25                       | Color Impression charges: 1 pages - Guisse Veronica | 0.50            |
| 07/31/25                       | Impression charges: 1 pages - Cobb (IST) Lorenzo    | 0.10            |
| Total Reimbursable Costs ..... |   | <u>\$ 11.34</u> |

**Totals for This Matter**

|   |                  |
|---|------------------|
| Fees for Professional Services .....      | \$ 906.50        |
| Reimbursable Costs .....                  | <u>\$ 11.34</u>  |
| NET CURRENT BILLING FOR THIS MATTER ..... | <u>\$ 917.84</u> |
| TOTAL AMOUNT DUE FOR THIS INVOICE .....   | <u>\$ 917.84</u> |

***TERM: DUE UPON RECEIPT***

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

Please reference 31536-114478-658003 when making payment

 **BERGER SINGERMAN**

201 E. LAS OLAS BLVD. SUITE 1500  
FORT LAUDERDALE, FLORIDA 33301  
T: (954) 525-9900 F: (954) 523-2872  
[WWW.BERGERSINGERMAN.COM](http://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

November 12, 2024  
**Invoice: 286883**

**Client: 34641-0001**

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

For professional services rendered thru: ***October 31, 2024***

|                                |                   |
|--------------------------------|-------------------|
| Total Fees                     | 1,180.00          |
| Total Expenses                 | 127.70            |
| <b>Current Balance Due</b>     | <b>1,307.70</b>   |
| <b><i>Past Due Balance</i></b> | <b>1,849.94</b>   |
| <b>Total Balance Due</b>       | <b>\$3,157.64</b> |

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/](http://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<br>Miami, FL 33130 |
| ABA No.:          | 066004367                              |
| Account Name:     | Berger Singerman, LLP Merchant Account |
| Account No.:      | 1955119739                             |
| Reference Number: | 34641-0001                             |



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

INVOICE DATE: November 12, 2024  
 INVOICE NO. 286883

ESTATE OF CARDINAL ANDREWS - APPOINTMENT OF  
 ADMINISTRATOR

MATTER ID: 34641-0001

**PROFESSIONAL LEGAL SERVICES RENDERED THROUGH: October 31, 2024**

**F E E S**

| <b>Date</b> | <b>Attorney</b> | <b>Description</b>   | <b>Hours</b> |
|-------------|-----------------|--|--------------|
| 10/07/24    | GAO             | COMMUNICATE WITH P. VALORI REGARDING STATUS OF APPOINTMENT OF PR.  | 0.10         |
| 10/15/24    | GAO             | STRATEGIZE REGARDING FORMAL NOTICE ON PETITION FOR ADMINISTRATION.   | 0.10         |
| 10/16/24    | AG              | PREPARE DRAFT FORMAL NOTICES FOR ALL BENEFICIARIES   | 0.40         |
| 10/18/24    | GAO             | REVISE CONSENTS OF BENEFICIARIES.  | 0.10         |
| 10/18/24    | GAO             | REVISE FORMAL NOTICES TO BENEFICIARIES. INSTRUCT PARALEGAL REGARDING SERVICE OF PETITION.                  | 0.40         |
| 10/18/24    | AG              | PREPARED JOINDER, WAIVER AND CONSENT FOR ALL BENEFICIARIES NAMED IN THE PETITION FOR FORMAL ADMINISTRATION | 0.30         |
| 10/22/24    | GAO             | COMMUNICATE WITH P. VALORI REGARDING NEXT STEPS.   | 0.30         |
| 10/22/24    | GAO             | REVISE LETTER TO CLERK REGARDING DEATH CERTIFICATE.  | 0.10         |
| 10/23/24    | GAO             | COMMUNICATE WITH R. KENOL (CARMELLA COOPER'S COUNSEL) REGARDING JAMES ANDREWS' AGREEMENT TO SERVE AS PR.   | 0.20         |
| 10/24/24    | GAO             | COMMUNICATE WITH P. VALORI REGARDING STATUS.   | 0.20         |

**F E E S**

| <b>Date</b> | <b>Attorney</b> | <b>Description</b>  | <b>Hours</b>    |
|-------------|-----------------|---------------------|-----------------|
|             |                 | <b>Total Hours:</b> | <b>2.20</b>     |
|             |                 | <b>Total Fees:</b>  | <b>1,180.00</b> |

**F E E S U M M A R Y**

| <b>Attorney</b>      | <b>Hours</b> | <b>Rate</b> | <b>Total</b>      |
|----------------------|--------------|-------------|-------------------|
| Giovanna A. O'Connor | 1.50         | 635.00      | 952.50            |
| Alana Romig          | 0.70         | 325.00      | 227.50            |
|                      | <b>Total</b> | <b>2.20</b> | <b>\$1,180.00</b> |

**EXPENSES**

| <b>Date</b> | <b>Description</b>    | <b>Amount</b>   |
|-------------|-----------------------|-----------------|
|             | FEDERAL EXPRESS       | 113.30          |
|             | REPRODUCTION          | 14.40           |
|             | <b>Total Expenses</b> | <b>\$127.70</b> |

**CURRENT BALANCE DUE** **\$1,307.70**

PRIOR BALANCE 1,849.94

LESS PAYMENTS: -0

PRIOR BALANCE DUE 1,849.94

PLUS CURRENT BALANCE: 1,307.70

**TOTAL NOW DUE:** **3,157.64**

**PAST DUE BALANCE - LIST OF UNPAID INVOICE(S)**

| <b>INVOICE NUMBER</b>    | <b>INVOICE DATE</b> | <b>TOTAL</b> | <b>LAST PAYMENT DATE</b> | <b>LAST PAYMENT AMOUNT</b> | <b>BALANCE</b>  |
|--------------------------|---------------------|--------------|--------------------------|----------------------------|-----------------|
| 285477                   | 10/09/24            | 1,849.94     | NONE                     | 0.00                       | 1,849.94        |
| <b>Past Due Balance:</b> |                     |              |                          |                            | <b>1,849.94</b> |



IN THE CIRCUIT COURT FOR THE 11<sup>TH</sup>  
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 \$16,908.00 and costs in the amount of \$5,170.33, for a total of \$22,078.33 for the period from April 1, 2025 through July 31, 2025;

(b) Damian | Valori | Culmo, as Lead Counsel to the Receiver, incurred fees in the amount of \$50,847.00 and costs in the amount of \$23,093.36, for a total of \$73,940.36 for the period from May 1, 2025 through July 31, 2025;

(c) Sacher Zelman Harman, P.A., as Special Counsel to the Receiver, incurred fees in the amount of \$9,970.00 for the period from April 27, 2025 through July 31, 2025;

(d) Berger Singerman as Probate Counsel, incurred fees in the amount of \$1,180.00 and costs in the amount of \$127.70, for a total of \$for the period from October 2024; and

(e) Fowler White Burnett, as Probate Counsel, incurred fees in the amount of \$1,716.50 and costs in the amount of \$12.44, for a total of \$1,728.94 for the period from May 1, 2025 through July 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