

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

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

CASE NO. 2023-001716-CA-01

SECTION: CA-11

Plaintiffs,

v.

NEW WORLD CONDOMINIUM
APARTMENTS CONDOMINIUM
ASSOCIATION, INC.,

Defendant.

**RECEIVER'S FOURTEENTH 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 thirteenth report regarding the above-referenced matter, along with his request for authorization of interim professional fees and expenses.

I. Summary of the Receiver’s Activities.

A. Employment of Professionals.

The Receiver continues to engage the following professionals referenced in his Preliminary Report [D.E. 23], Second Report [D.E. 29], Third Report [D.E. 40], Fourth Report [D.E. 49], Fifth Report [D.E. 51], Sixth Report [D.E. 53], Seventh Report [D.E. 56], Eighth Report [D.E. 57], Ninth Report [D.E. 61], Tenth Report [D.E. 71], Eleventh Report [D.E. 76], Twelfth Report [D.E. 82], and Thirteenth Report [D.E. 90] including (i) his law firm, Gordon Rees Scully Mansukhani LLP (“GRSM”), (ii) Damian | Valori | Culmo as lead counsel to assist with legal matters, including preparation and filing of court documents, and operating the Association (“Lead Counsel”), and

(iii) an experienced real estate lawyer, Richard (“Rick”) Zelman, Esq., through his law firm, Sacher Zelman Hartman, P.A., to assist in title related matters concerning the partition action described *infra* (“Special Counsel”). The Receiver has also retained Jacqueline D. Greenberg, CPA, LLC regarding preparation of Association tax filings and formerly Berger Singerman, LLP and now Fowler White Burnett regarding opening an estate regarding Cardinal Andrews and other probate matters (“Probate Counsel”).

The foregoing professionals have been instrumental to the Receiver’s success in this case for the reasons set forth in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], 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 11, 2026, attached hereto as **Exhibit 1** (Standard Fund Accounting Report).

The Court approved the payment of certain creditors of the Association and some fees of professionals on April 24, 2023 [D.E. 24], September 19, 2023 [D.E. 35], December 7, 2023 [D.E.

42], February 26, 2024 [D.E. 50], May 29, 2024 [D.E. 52], September 13, 2024 [D.E. 55], May 2, 2025 [D.E. 59, 60], July 2, 2025 [D.E. 67], November 10, 2025 [D.E. 71], February 19, 2026 [D.E. 80], April 10, 2026 [D.E.87], August 27, 2026 [D.E. 92]. 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 \$260,000 at the rate that the Firm pays on its line for Association expenses.

C. The Association's Business Operations.

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

The Receiver and his professionals continue to maintain unit owner and resident relations by updating the receivership website (<https://newworldcondoreceivership.com/>), and communicating with unit owners and residents and other interested parties via e-mail (newworldreceivership@gmail.com) and the direct phone line for the receivership (786-854-7523). Since the Receiver filed his Fourth Report [D.E. 49], the Receiver, through Lead Counsel, notified the unit owners and other interested parties of updates concerning the partition action referenced *infra*, and communicated with unit owners and others interested, along with Special

Counsel, regarding several title related matters in preparation of the anticipated sale of the condominium property, among other things. Lead Counsel continues to field calls and emails from residents and unit owners each week, answering questions or providing requested information or both. The Receiver and Lead Counsel have also held fifteen Zoom Meetings to date for the purpose of keeping unit owners abreast of significant developments and answering questions. The most recent Zoom unit owner meeting took place on July 10, 2026 at 4:00 p.m., with the next meeting scheduled for October 29, 2026 at 4:00 p.m.

D. Retrieval of Belongings.

As set forth in the Receiver's prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], the Building Official for the City of Miami Gardens authorized certain unit owners to retrieve their personal belongings from certain units, and all authorized residents and unit owners who scheduled appointments successfully retrieved their personal belongings from their units and their vehicles from the property.¹

E. Written Notice Required for Repairs.

As referenced in the Receiver's prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], 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.

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

The Receiver, through Lead Counsel, filed claims for declaratory judgment as to the dissolution and for partition of the condominium property as referenced *infra*.

F. Demolition.

As set forth in the Receiver's Third Report [D.E. 40], the Receiver, through Lead Counsel, moved the Court to allow the Receiver to demolish the structurally damaged building on the condominium property and enter into an agreement to borrow the funds needed for such demolition on August 16, 2023 [D.E. 30]. The Court approved the demolition and related loan certificate and authorized the Receiver to enter into negotiations with the bidders, and a contract, to demolish the buildings based on cost and other variables to obtain the best quality and value for the owners on August 17, 2023 [D.E. 31]. And, on September 13, 2023, the Receiver, through Lead Counsel, notified the unit owners and others interested in the condominium property of the Court-approved demolition via email and a Notice of Demolition filed in the above-captioned action [D.E. 32]. Such notice also provided that Demolition Gods LLC was contracted to perform the demolition.

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

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

master demolition permit on or about January 26, 2024, and issued and approved the sub-permit for plumbing on or about February 1, 2024.

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

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

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

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], 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

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

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

Action was amended to remove Ms. Whitfield and is now styled as *Eliteway Capital Investments, LLC, et al. v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-003137-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Eliteway Class Action”).

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

ii. Thomas Class Action and Renter Class Action

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], certain tenants of certain unit owners filed a lawsuit against the Association and its former property management company on July 11, 2023. *See Thomas, et al. v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-019490-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Thomas Class Action”). After initially including the Association as a defendant in that case, the plaintiffs amended their complaint to, *inter alia*, drop the Association as a party, and therefore, the Association was then no longer a party to that action.

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

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

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

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

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

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

iii. The Valtom Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], one of the unit owners, Valtom, LLC, filed a lawsuit against the Association and its

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

former property management company and former board members on April 11, 2023. *See Valtom, LLC v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-012984-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Valtom Action”). Valtom, LLC voluntarily dismissed its action without prejudice.

iv. The Forty Year Investment Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], one of the unit owners, Forty Year Investment, LLC, filed a lawsuit against the Association, and its former property management company and former board members on March 31, 2023. *See Forty Year Investment, LLC, v. Prestige Management Solutions, Inc., et al.*, Case No. 2023-012973-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Forty Year Investment Action”). Forty Year Investment, LLC voluntarily dismissed its action without prejudice.

v. The Deutsche Bank Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], Deutsche Bank National Trust Company filed a complaint for foreclosure against, *inter alia*, a unit owner, his wife, and the Association on July 27, 2023. *See Deutsche Bank National Trust Co. v. King, et al.*, Case No. 2023-020443-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Deutsche Bank Action”). Service of process had not been properly effectuated upon the Association (*i.e.*, it appears that the plaintiff in that case defectively served the Florida Secretary of State). The Receiver and Lead Counsel appeared in the Deutsche Bank Action on November 14, 2023. Thereafter, the Receiver moved to transfer that case from Division CA-07 to the above-captioned Division CA-11 and moved to dismiss or stay the Deutsche Bank Action. Prior to the January 31, 2024, hearing on the motion to transfer, counsel for Deutsche Bank agreed to the requested transfer, and therefore, the transfer was granted on January 31, 2024. And, the same day, counsel for Deutsche Bank agreed to a stay of litigation pending the resolution of the partition

action referenced *infra*. A hearing on the matter was held on February 22, 2024, and the Court entered an Order Placing Case on Inactive Status on February 23, 2024, and the case remains on inactive status.

vi. Mechanic's Lien Action.

As referenced in the prior reports [D.E. 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], the Receiver, through Lead Counsel, demanded the roofing companies which were working on the Association's roof at the time of the January 28, 2023 fire remove the mechanic's lien which they filed against the Association on July 7, 2023 (Book 33784, Pages 1200-1201) because such lien was untimely and otherwise deficient. The roofing companies failed to respond to the foregoing demand. As such, the Receiver, through Lead Counsel, served subpoenas duces tecum upon the corporate representatives of the roofing companies, as well as the owners of the roofing companies. The corporate representative of one of the roofing companies, Elite Innovation Construction, Inc., and its owner, Elrod A. Phillips, Jr. (a/k/a Elrod Phillips), did not appear for their scheduled depositions on November 7, 2023. The corporate representative of the other roofing company, D.J.T.H., LLC, and its owner, Herby Myrtil (a/k/a Herby Myrthil) appeared for their scheduled depositions on November 22, 2023. Following the foregoing events, the Receiver, on behalf of the Association, commenced a separate action against Elite Innovation Construction, Inc. and its owner, Elrod A. Phillips, Jr. (a/k/a Elrod Phillips), to quiet title and discharge the above-referenced mechanic's lien. Further information concerning that action is set forth *infra*.

vii. The US Bank Action.

US Bank Trust, N.A. filed a complaint for foreclosure against, *inter alia*, a unit owner and the Association on September 16, 2024. *See US Bank Trust National Association. Not in its Individual Capacity but Solely as Owner Trustee for VRMTG Assert Trust. v. Small, et al.*, Case

No. 2024-17645-CA-01 (Fla. 11th Cir. Ct. 2024) (the “US Bank Action”). The Receiver and Lead Counsel appeared in the US Bank Action on November 14, 2024. On the same day, the Receiver moved to transfer that case from Division CA-09 to the above-captioned Division CA-11 and moved to dismiss or stay the US Bank Action. The motion to transfer was heard on January 29, 2025, via Zoom and was granted that same day. The Receiver moved to stay the US Bank Action, the court presiding over that action entered an *Order Placing Case on Inactive Status* on March 5, 2025, and the case remains on inactive status.

viii. The Hiscox Declaratory Judgment Action

Hiscox Insurance Company, Inc. (“Hiscox”) filed a declaratory judgment action in the United States District Court for the Southern District of Florida against Prestige, the Receiver, the Renters, and certain Unit Owners relating to in insurance policy pertaining claims brought by the defendants against Prestige. *See Hiscox Insurance Company, Inc. v. Prestige Management Solutions, Inc.*, Case No. 25-cv-22368-KWM. The Receiver has answered the complaint and the action remains pending, with a trial set for November 2, 2026. Mediation was held on May 1, 2026 and resulted in an impasse. Discovery and summary judgment briefing have occurred.

H. Legal Proceedings Brought by the Receiver.

i. The Partition Action.

As referenced in the Receiver’s prior reports [D.E. 23, 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], the Receiver, through Lead Counsel, filed a complaint for partition and declaratory judgment against the unit owners and other interested parties with the intent of having the condominium property converted into a fee simple estate to be sold and that the sales proceeds will be distributed in accordance with the Order Appointing Receiver [D.E. 10] and further orders

of the Court. *See Gersten v. Higgs, et al.*, Case No. 2023-015785-CA-01 (Fla. 11th Cir. Ct. 2023) (the “Partition Action”).⁶

The Receiver moved for summary judgment on December 18, 2024 [D.E. 500] as to Counts I and II of the Second Amended Complaint and petitioned the Court to, *inter alia*, appoint the Receiver as Special Magistrate pursuant to section 64.061(4), Florida Statutes, for the purpose of selling the Condominium Property free and clear of all liens and encumbrances.

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

The Renters moved to intervene in the Partition Action [D.E. 455], and the court denied their Motion [D.E. 523], which the Renters appealed [D.E. 527]. The appeal was resolved in favor of the Receiver. *See* Case No.: 3D25-0543, Florida Third District Court of Appeal.

On April 13, 2026, on motion of the Receiver, the Court entered Final Judgment on all counts of the complaint [D.E. 88].

The Receiver/Special Magistrate for sale of the property is in the process of selling the property (subject to court approval), so that the funds from the sale may be distributed in accordance with the Court’s Final Judgment in the Partition case and the Order Appointing Receiver and further orders of the Court.

⁶ The Receiver seeks a partition of the condominium property, as well as a judicial determination that the Association is terminated pursuant to section 12.8 of the Declaration of Condominium because 70% or more of the unit owners did not agree in writing to repair the condominium property within 60 days of the January 28, 2023 fire, *i.e.*, by March 29, 2023.

ii. The Prestige Action.

As referenced in the prior reports [D.E. 29, 40, 49, 51, 53, 56, 57, 61, 71, 76, 82, 90], 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, 71, 76, 82, 90] and/or his foregoing Thirteenth Report, to assist in carrying out his duties, and as authorized by the Order Appointing Receiver [D.E. 10], the Receiver retained (i) his law firm, Gordon Rees Scully Mansukhani LLP (“GRSM”), (ii) Damian | Valori | Culmo as lead counsel to assist with legal matters, including preparation and filing of court documents, and operating the Association (“Lead Counsel”), (iii) an experienced real estate lawyer, Richard (“Rick”) Zelman, Esq., through his law firm, Sacher Zelman Hartman, P.A., to assist in title related matters concerning the Partition Action (“Special Counsel”), Jacqueline D. Greenberg, CPA, regarding preparation of Association tax filings, and counsel originally with Berger Singerman, LLP and now with Fowler White Burnett regarding opening an estate regarding Cardinal Andrews (“Probate Counsel”).⁷

The fees and costs incurred by GRSM and Lead Counsel are reflected on the invoices attached hereto as **Composite Exhibit 2**, which reflect the time entries and work performed by the Receiver and GRSM from May 1, 2026 through July 31, 2026 and Lead Counsel from May 1, 2026 through July 31, 2026 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 May 1, 2026 through July 31, 2026, as well as the Receiver’s reductions thereto.

⁷ The foregoing professionals have reduced their regular rates for this matter along with additional reductions and discounts, and the Receiver has utilized lower rate professionals whenever possible.

As reflected in **Composite Exhibit 2**, from May 1, 2026 through July 31, 2026, GRSM incurred fees in the total amount of \$6,900.00 and costs in the amount of \$0, for a total amount of \$6,900.00, and from May 1, 2026 through July 31, 2026, Lead Counsel incurred fees in the amount of \$28,747.50 and costs in the amount of \$34,146.49, for a total amount of \$62,893.99.

As reflected in **Composite Exhibit 3**, from May 1, 2026 to July 31, 2026, Special Counsel incurred fees in the amount of \$2,772.00.

The Receiver seeks approval of the foregoing fees and costs, and approval to pay the fees of Special Counsel from February May 1, 2026 through July 31, 2026, in the total amount of \$2,772.00. GRSM seek approval of their fees and costs from May 1, 2026 through July 31, 2026 and Lead Counsel seek approval of their fees and costs from May 1, 2026 through July 31, 2026, 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 4**.

CERTIFICATION

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

- (a) I have read this application (the “Application”);
- (b) To the best of my knowledge, information, and belief, formed after reasonable inquiry, the Application and all fees and expenses therein are true and accurate;
- (c) All fees contained in the Application are based on the rates listed in the exhibits hereto and such fees as reduced by the Receiver are reasonable, necessary and commensurate with the skill and experience required for the activity performed;
- (d) I have not included in the amount for which reimbursement is sought the authorization of the cost of any investment, equipment, or capital outlay (except to the extent that

any such amortization is included within the permitted allowable amounts set forth herein for bulk mailing, photocopies, and facsimile transmission);

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

s/ David M. Gersten

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

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

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Florida Court's e-Filing Portal upon all counsel of record on this 15th day of September, 2026.

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 9/11/26

		Detail	Subtotal	Grand Total
Line 1	Beginning Balance (As of 2/7/2023):	\$ -	\$ -	
	Increases in Fund Balance:			
Line 2	Business Income	\$ -	\$ -	\$ -
Line 3	Cash and Deposits [1]	\$ 1,359,176.91	\$ 1,359,176.91	\$ 1,359,176.91
Line 4	Special Assessment	\$ -	\$ -	\$ -
Line 5	Business Asset Liquidation		\$ -	\$ -
Line 6	Interest	\$ 461.32	\$ 461.32	\$ 461.32
Line 7	Third-Party Litigation Income	\$ -	\$ -	\$ -
Line 8	Miscellaneous - Other	\$ -	\$ -	\$ -
	Total Funds Available			\$ 1,359,638.23
	(Lines 1-8):			
	Decreases in Fund Balance:			
Line 9	Disbursements to Investors			
Line 10	Disbursements for Business Operations [1]	\$ 1,351,905.96	\$ 1,351,905.96	\$ 1,351,905.96
Line 10a	Disbursements to Receiver or Other Professionals	\$ -	\$ -	\$ -
	Total Disbursements for Operations			\$ 1,351,905.96
Line 11	Disbursements for Distribution Expenses Paid by the Fund:	\$ -	\$ -	\$ -
Line 11a	Distribution Plan Expenses:	\$ -	\$ -	\$ -
Line 12	Disbursements to Court/Other	\$ -	\$ -	\$ -
Line 12a	Investment Expenses/Court Registry Investment System (CRIS) Fees	\$ -	\$ -	\$ -
Line 12b	Federal Tax Payments	\$ -	\$ -	\$ -
	Total Disbursements to Court/Other			
	Total Funds Disbursed (Lines 9-11)			\$ 1,351,905.96
Line 13	Ending Balance (As of Spetmber 11, 2026)			\$ 7,732.27
Line 14	Ending Balance of Fund – Net Assets:			
	Total Ending Balance of Fund – Net Assets			\$ 7,732.27

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

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

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

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

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

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

Date of Check	From	Amount
4/19/2024	Maintenance Fee Deposit	\$ 269.13
4/25/2024	Maintenance Fee Deposit	\$ 269.13
4/30/2024	Maintenance Fee Deposit	\$ 859.27
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

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

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

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

Date of Check	From	Amount
10/30/2025	Damian Valori Culmo Loan	\$ 10,000.00
11/4/2025	Maintenance Fee Deposit	\$ 313.34
11/7/2025	Maintenance Fee Deposit	\$ 582.34
12/1/2025	Maintenance Fee Deposit	\$ 538.26
12/5/2025	Maintenance Fee Deposit	\$ 313.34
12/8/2025	Maintenance Fee Deposit	\$ 313.34
12/23/2025	Maintenance Fee Deposit	\$ 269.00
12/29/2025	Maintenance Fee Deposit	\$ 538.26
12/29/2025	Damian Valori Culmo Loan	\$ 10,000.00
1/12/2026	Maintenance Fee Deposit	\$ 2,243.92
1/26/2026	Maintenance Fee Deposit	\$ 313.34
2/2/2026	Maintenance Fee Deposit	\$ 538.26
2/2/2026	Damian Valori Culmo Loan	\$ 10,000.00
2/10/2026	Maintenance Fee Deposit	\$ 313.34
3/2/2026	Maintenance Fee Deposit	\$ 851.60
3/10/2026	Maintenance Fee Deposit	\$ 626.68
3/30/2026	Maintenance Fee Deposit	\$ 538.26
4/1/2026	Damian Valori Culmo Loan	\$ 10,000.00
4/14/2026	Maintenance Fee Deposit	\$ 626.68
5/1/2026	DVC loan	\$ 10,000.00
5/4/2026	Maintenance Fee Deposit	\$ 538.26
5/6/2026	Maintenance Fee Deposit	\$ 313.34
6/1/2026	DVC loan	\$ 10,000.00
6/1/2026	Maintenance Fee Deposit	\$ 538.26
6/5/2026	Maintenance Fee Deposit	\$ 313.34
6/17/2026	Maintenance Fee Deposit	\$ 1,661.58
6/29/2026	Maintenance Fee Deposit	\$ 538.26
7/13/2026	Maintenance Fee Deposit	\$ 313.34
7/15/2026	Maintenance Fee Deposit	\$ 313.34
8/1/2026	DVC loan	\$ 10,000.00
8/4/2026	Maintenance Fee Deposit	\$ 851.60
9/1/2026	DVC loan	\$ 10,000.00
9/2/2006	Maintenance Fee Deposit	\$ 538.26
9/11/2026	Maintenance Fee Deposit	\$ 313.34
Total		\$ 1,359,176.91

City National Bank Interest

Date	Explanation	Amount
2/28/2023	interest	\$ 0.01
3/31/2023	interest	\$ 0.42
4/30/2023	interest	\$ 45.62

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

Date of Check	From	Amount
5/31/2023	interest	\$ 25.13
6/30/2023	interest	\$ 8.03
7/31/2023	interest	\$ 2.77
8/31/2023	interest	\$ 1.70
9/30/2023	interest	\$ 28.43
10/31/2023	interest	\$ 69.03
11/30/2023	interest	\$ 60.76
12/31/2023	interest	\$ 55.18
1/31/2024	interest	\$ 57.30
2/29/2024	interest	\$ 45.79
3/31/2024	interest	\$ 34.87
4/30/2024	interest	\$ 18.25
5/31/2024	interest	\$ 0.30
6/30/2024	interest	\$ 0.71
7/31/2024	interest	\$ 0.62
8/31/2024	interest	\$ 0.35
9/30/2024	interest	\$ 0.14
10/31/2024	interest	\$ 0.14
11/30/2024	interest	\$ 0.23
12/31/2024	interest	\$ 0.12
1/31/2025	interest	\$ 0.30
2/28/2025	interest	\$ 0.20
3/31/2025	interest	\$ 0.44
4/30/2025	interest	\$ 0.28
5/31/2025	interest	\$ 0.31
6/30/2025	interest	\$ 0.31
7/31/2025	interest	\$ 0.34
8/31/2025	interest	\$ 0.26
9/30/2025	interest	\$ 0.45
10/31/2025	interest	\$ 0.21
11/30/2025	interest	\$ 0.33
12/31/2025	interest	\$ 0.13
1/31/2026	interest	\$ 0.26
2/28/2026	interest	\$ 0.37
3/31/2026	interest	\$ 0.06
4/30/2026	interest	\$ 0.14
5/31/2026	interest	\$ 0.29
6/30/2026	interest	\$ 0.42
7/31/2026	interest	\$ 0.10
8/31/2026	interest	\$ 0.22
Total		\$ 461.32

GRAND TOTAL OF RECEIPTS**\$ 1,359,638.23**

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

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

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

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

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

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

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

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

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

Date	From	Amount
10/1/2024	New Wave Loan	\$ 3,300.00
10/15/2024	New Wave Loan	\$ 4,125.00
10/30/2024	Telephone Service	\$ 20.00
11/1/2024	New Wave Loan	\$ 3,300.00
11/7/2024	New Wave Loan	\$ 4,207.50
11/7/2024	Las Nueces Landscape & Trimming	\$ 1,050.00
11/30/2024	Telephone Service	\$ 20.00
12/1/2024	New Wave Loan	\$ 3,300.00
12/18/2024	New Wave Loan	\$ 4,207.50
12/31/2024	Telephone Service	\$ 20.00
1/2/2025	New Wave Loan	\$ 3,432.00
1/18/2025	New Wave Loan	\$ 4,207.50
1/31/2025	Telephone Service	\$ 20.00
2/4/2025	New Wave Loan	\$ 3,366.00
2/13/2025	New Wave Loan	\$ 4,207.50
2/21/2025	Department of Treasury	\$ 17.00
2/28/2025	Telephone Service	\$ 20.00
3/4/2025	New Wave Loan	\$ 3,366.00
3/10/2025	Las Nueces Landscape & Trimming	\$ 990.06
3/13/2025	New Wave Loan	\$ 4,207.50
3/30/2025	Telephone Service	\$ 20.00
4/4/2025	New Wave Loan	\$ 3,366.00
4/13/2025	New Wave Loan	\$ 4,207.50
4/23/2025	Appraisal First Real Estate Appraisers	\$ 3,000.00
4/23/2025	Appraisal First Real Estate Appraisers	\$ 15.00
4/30/2025	Telephone Service	\$ 20.00
5/4/2025	New Wave Loan	\$ 3,366.00
5/13/2025	New Wave Loan	\$ 4,207.50
5/30/2025	Telephone Service	\$ 20.00
6/2/2025	New Wave Loan	\$ 3,366.00
6/12/2025	Avante - Nea Insurance	\$ 2,582.75
6/18/2025	New Wave Loan	\$ 4,207.50
6/25/2025	Las Nueces Landscape & Trimming	\$ 1,050.00
6/30/2025	Telephone Service	\$ 20.00
7/30/2025	Telephone Service	\$ 20.00
8/7/2025	New Wave Loan	\$ 7,788.00
8/7/2025	New Wave Loan	\$ 7,573.50
8/30/2025	Telephone Service	\$ 20.00
9/2/2025	New Wave Loan	\$ 7,788.00
9/30/2025	Telephone Service	\$ 20.00
10/2/2025	New Wave Loan	\$ 7,788.00

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

Date	From	Amount
10/30/2025	Telephone Service	\$ 20.00
11/2/2025	New Wave Loan	\$ 7,788.00
11/7/2025	Las Nueces Landscape & Trimming	\$ 1,116.00
11/30/2025	Telephone Service	\$ 20.00
12/1/2025	New Wave Loan	\$ 7,788.00
12/30/2025	Telephone Service	\$ 20.00
1/1/2026	New Wave Loan	\$ 7,788.00
1/30/2026	Telephone Service	\$ 20.00
2/1/2026	New Wave Loan	\$ 7,788.00
2/25/2026	Enviroscape Landscape & Design	\$ 1,275.00
2/25/2026	Enviroscape Landscape & Design	\$ 18.00
2/28/2026	Telephone Service	\$ 20.00
3/1/2026	New Wave Loan	\$ 7,788.00
3/4/2026	Enviroscape Landscape & Design	\$ 1,275.00
3/4/2026	Enviroscape Landscape & Design	\$ 18.00
3/9/2026	Las Nueces Landscape & Trimming	\$ 923.16
3/31/2026	Telephone Service	\$ 20.00
4/1/2026	New Wave Loan	\$ 7,788.00
4/30/2026	Telephone Service	\$ 20.00
5/1/2026	New Wave Loan	\$ 7,788.00
5/31/2026	Telephone Service	\$ 20.00
6/1/2026	New Wave Loan	\$ 7,788.00
6/14/2026	Avante - Nea Insurance	\$ 2,672.19
6/30/2026	Telephone Service	\$ 20.00
7/1/2026	New Wave Loan	\$ 7,788.00
7/29/2026	Las Nueces Services - lawn care	\$ 425.00
7/30/2026	Telephone Service	\$ 20.00
8/1/2026	New Wave Loan	\$ 7,788.00
8/30/2026	Telephone Service	\$ 20.00
9/1/2026	New Wave Loan	\$ 7,788.00
9/30/2026	Telephone Service	\$ 20.00
GRAND TOTAL OF EXPENSES		\$ 1,351,905.96



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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, 2026
ID: GERSP 1299620
Invoice No. 22254118
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH May 31, 2026

Fees For Professional Services:	\$2,175.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$2,175.00

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

Professional Services

<u>Date</u>	<u>Description</u>	<u>Init</u>	<u>Hours</u>
05/01/26	Attend court ordered mediation 1.6	DMG2	1.60
05/20/26	Conference with real estate broker re: property .1; email(s) to/from Peter Valori re: property .1	DMG2	0.20
05/21/26	Review and respond to Rick Zelman email with invoice .1; email to Peter Valori re: listing information .1	DMG2	0.20
05/22/26	Review court filing .1	DMG2	0.10
05/27/26	Review email from Peter Valori re: filed motion .1	DMG2	0.10
05/28/26	Review and respond to Reesa Saetae email re: new zoom with owners .1	DMG2	0.10
05/29/26	Conference with Peter Valori re: property .1	DMG2	0.10
05/30/26	Conference with broker re: selling property and email to Peter Valori re: same .3	DMG2	0.30
05/31/26	Review and respond to Peter Valori email re: plan to sell the property .1; review Peter Valori/Rick Zelman email re: title issue .1	DMG2	0.20

Services Recap

<u>Init</u>	<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
DMG2	David Gersten	Partner	750.00	2.90	2,175.00

TOTAL FOR SERVICES

\$2,175.00

Outstanding Statements as of June 24, 2026

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21326723	May 17, 2023	\$15,955.00
Statement No 21374087	July 31, 2023	\$4,895.00
Statement No 21387879	August 18, 2023	\$20,314.97
Statement No 21415053	September 28, 2023	\$7,455.00
Statement No 21424056	October 12, 2023	\$4,275.00
Statement No 21445391	November 13, 2023	\$2,720.00
Statement No 21471323	December 15, 2023	\$3,580.00
Statement No 21497136	January 26, 2024	\$3,400.00
Statement No 21503476	February 7, 2024	\$2,715.00
Statement No 21538132	March 22, 2024	\$1,575.00
Statement No 21550055	April 10, 2024	\$4,575.00
Statement No 21575686	May 14, 2024	\$4,465.00
Statement No 21601874	June 18, 2024	\$4,330.00
Statement No 21619540	July 11, 2024	\$2,550.00
Statement No 21646597	August 14, 2024	\$1,125.00
Statement No 21661899	September 5, 2024	\$3,185.00
Statement No 21695545	October 15, 2024	\$525.00
Statement No 21713002	November 6, 2024	\$975.00
Statement No 21743313	December 11, 2024	\$1,125.00
Statement No 21770677	January 16, 2025	\$1,575.00
Statement No 21788288	February 13, 2025	\$975.00
Statement No 21817354	March 14, 2025	\$4,500.00
Statement No 21852728	April 25, 2025	\$2,799.85
Statement No 21875054	May 21, 2025	\$6,983.57
Statement No 21902890	June 24, 2025	\$5,850.00
Statement No 21927193	July 22, 2025	\$2,310.00
Statement No 21944854	August 12, 2025	\$6,934.76
Statement No 21979770	September 22, 2025	\$975.00
Statement No 22010647	October 22, 2025	\$975.00
Statement No 22023261	November 7, 2025	\$2,700.00
Statement No 22050289	December 5, 2025	\$1,425.00
Statement No 22087840	January 20, 2026	\$3,075.00
Statement No 22115098	February 17, 2026	\$1,875.00
Statement No 22141600	March 10, 2026	\$1,350.00
Statement No 22186174	April 21, 2026	\$1,800.00
Statement No 22217591	May 20, 2026	\$2,700.00
Total Accounts Receivable Balance:		\$138,543.15



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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, 2026
ID: GERSP 1299620
Invoice No. 22254118
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH May 31, 2026

Fees For Professional Services:	\$2,175.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$2,175.00

A/R OPERATING ACCOUNT WIRE INFORMATION

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

Domestic and International fund transfer process:
ABA Number (Wires): 121000248
Swift code: Domestic – 121000248
International – WFBIUS6S
Reference: 22254118

LOCKBOX ADDRESS FOR CHECKS

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

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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

July 8, 2026
ID: GERSP 1299620
Invoice No. 22269725
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH June 30, 2026

Fees For Professional Services:	\$1,350.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$1,350.00

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

Professional Services

<u>Date</u>	<u>Description</u>	<u>Init</u>	<u>Hours</u>
06/01/26	Review Peter Valori/Reesa Saetae emails re: deposition .1	DMG2	0.10
06/05/26	Conference with Peter Valori re: sales strategy including auction/auctioneers .4	DMG2	0.40
06/12/26	Email to Peter Valori re: property .1; review and respond to Peter Valori email re: tax deed .1; review Peter Valori email chain re: city .1	DMG2	0.30
06/15/26	Review and respond to Reesa Saetae email re: billing and order .1	DMG2	0.10
06/18/26	Review and respond to Peter Valori email(s) re: offer .1; review and respond to Peter Valori email re: potential offer .1; review Peter Valori email to city re: letter of intent .1	DMG2	0.30
06/22/26	Review court filing .1; review Mary Danghi email with insurance proposal .1	DMG2	0.20
06/23/26	Review Mary Danjhi email re: signing documents .1; review and signed insurance document .1; review Andrea Camardo email re: insurance .1	DMG2	0.30
06/30/26	Review Peter Valori email re: intervenor .1	DMG2	0.10

Services Recap

<u>Init</u>	<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
DMG2	David Gersten	Partner	750.00	1.80	1,350.00

TOTAL FOR SERVICES

\$1,350.00

Outstanding Statements as of July 8, 2026

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21326723	May 17, 2023	\$15,955.00
Statement No 21374087	July 31, 2023	\$4,895.00
Statement No 21387879	August 18, 2023	\$20,314.97
Statement No 21415053	September 28, 2023	\$7,455.00
Statement No 21424056	October 12, 2023	\$4,275.00
Statement No 21445391	November 13, 2023	\$2,720.00
Statement No 21471323	December 15, 2023	\$3,580.00
Statement No 21497136	January 26, 2024	\$3,400.00
Statement No 21503476	February 7, 2024	\$2,715.00
Statement No 21538132	March 22, 2024	\$1,575.00
Statement No 21550055	April 10, 2024	\$4,575.00
Statement No 21575686	May 14, 2024	\$4,465.00
Statement No 21601874	June 18, 2024	\$4,330.00
Statement No 21619540	July 11, 2024	\$2,550.00
Statement No 21646597	August 14, 2024	\$1,125.00
Statement No 21661899	September 5, 2024	\$3,185.00
Statement No 21695545	October 15, 2024	\$525.00
Statement No 21713002	November 6, 2024	\$975.00
Statement No 21743313	December 11, 2024	\$1,125.00
Statement No 21770677	January 16, 2025	\$1,575.00
Statement No 21788288	February 13, 2025	\$975.00
Statement No 21817354	March 14, 2025	\$4,500.00
Statement No 21852728	April 25, 2025	\$2,799.85
Statement No 21875054	May 21, 2025	\$6,983.57
Statement No 21902890	June 24, 2025	\$5,850.00
Statement No 21927193	July 22, 2025	\$2,310.00
Statement No 21944854	August 12, 2025	\$6,934.76
Statement No 21979770	September 22, 2025	\$975.00
Statement No 22010647	October 22, 2025	\$975.00
Statement No 22023261	November 7, 2025	\$2,700.00
Statement No 22050289	December 5, 2025	\$1,425.00
Statement No 22087840	January 20, 2026	\$3,075.00
Statement No 22115098	February 17, 2026	\$1,875.00
Statement No 22141600	March 10, 2026	\$1,350.00
Statement No 22186174	April 21, 2026	\$1,800.00
Statement No 22217591	May 20, 2026	\$2,700.00
Statement No 22254118	June 24, 2026	\$2,175.00

Total Accounts Receivable Balance:

\$140,718.15



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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

July 8, 2026
ID: Gersp 1299620
Invoice No. 22269725
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH June 30, 2026

Fees For Professional Services:	\$1,350.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$1,350.00

A/R OPERATING ACCOUNT WIRE INFORMATION

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

Domestic and International fund transfer process:
ABA Number (Wires): 121000248
Swift code: Domestic – 121000248
International – WFBIUS6S
Reference: 22269725

LOCKBOX ADDRESS FOR CHECKS

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

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100 Pringle Avenue, Suite 300
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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 24, 2026
ID: GERSP 1299620
Invoice No. 22322057
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH July 31, 2026

Fees For Professional Services:	\$3,375.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$3,375.00

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

Professional Services

<u>Date</u>	<u>Description</u>	<u>Init</u>	<u>Hours</u>
07/01/26	Review and respond to Peter Valori email re: partition issue .1	DMG2	0.10
07/06/26	Review and respond to Peter Valori email with proposed filing attached for review .2	DMG2	0.20
07/07/26	Review court filing .1	DMG2	0.10
07/10/26	Attend zoom owner's meeting to present updates on the property .4	DMG2	0.40
07/14/26	Review and respond to Peter Valori email with Letter of Intent to purchase attached for review .4	DMG2	0.40
07/20/26	Conference with Peter Valori re: revised letter of intent and review of revised letter of intent .5	DMG2	0.50
07/21/26	Review Rick Zelman email re: LOI and related issues .2; review Peter Valori email re: termination of condominium .1; review Rick Zelman email re: order and motion .1; review Rick Zelman email re: insurance .1	DMG2	0.50
07/22/26	Review Rick Zelman bill .1; review Reesa Saetae email (s) with motions attached for review and editing .4	DMG2	0.50
07/23/26	Review Rick Zelman email(s) re: motion .1; review Melamie Damian email re: motion .1; review and respond to Peter Valori email re: LOI .1; review Peter Valori/Rick Zelman emails re: motion/case post order .1	DMG2	0.40
07/24/26	Review court order .1; review and respond to Reesa Saetae email re: motion .1	DMG2	0.20
07/26/26	Review and respond to Peter Valori email re: contract/funds .1	DMG2	0.10
07/27/26	Review Reesa Saetae email re: motion .1; review executed letter of intent .1; review court filing .1; review Reesa Saetae email re: motion .1	DMG2	0.40
07/28/26	Review Rick Zelman email re: motion sufficiency .1; review Reesa Saetae/Rick Zelman email re: follow-up .1	DMG2	0.20
07/29/26	Review filed court motion .1; review Reesa Saetae email re: filing(s) .1	DMG2	0.20
07/30/26	Review and respond to Peter Valori email re: LOI .1; review Peter	DMG2	0.20

Valori email re: tax .1

07/31/26 Review and respond to Eric Thompson email re: insurance .1 DMG2 0.10

Services Recap

<u>Init</u>	<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
DMG2	David Gersten	Partner	750.00	4.50	3,375.00

TOTAL FOR SERVICES	\$3,375.00
---------------------------	-------------------

Outstanding Statements as of August 24, 2026

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21326723	May 17, 2023	\$15,955.00
Statement No 21374087	July 31, 2023	\$4,895.00
Statement No 21387879	August 18, 2023	\$20,314.97
Statement No 21415053	September 28, 2023	\$7,455.00
Statement No 21424056	October 12, 2023	\$4,275.00
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

<u>Invoice Number</u>	<u>Date</u>	<u>Balance Due</u>
Statement No 21852728	April 25, 2025	\$2,799.85
Statement No 21875054	May 21, 2025	\$6,983.57
Statement No 21902890	June 24, 2025	\$5,850.00
Statement No 21927193	July 22, 2025	\$2,310.00
Statement No 21944854	August 12, 2025	\$6,934.76
Statement No 21979770	September 22, 2025	\$975.00
Statement No 22010647	October 22, 2025	\$975.00
Statement No 22023261	November 7, 2025	\$2,700.00
Statement No 22050289	December 5, 2025	\$1,425.00
Statement No 22087840	January 20, 2026	\$3,075.00
Statement No 22115098	February 17, 2026	\$1,875.00
Statement No 22141600	March 10, 2026	\$1,350.00
Statement No 22186174	April 21, 2026	\$1,800.00
Statement No 22217591	May 20, 2026	\$2,700.00
Statement No 22254118	June 24, 2026	\$2,175.00
Statement No 22269725	July 8, 2026	\$1,350.00
Total Accounts Receivable Balance:		<u>\$142,068.15</u>



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

August 24, 2026
ID: GERSP 1299620
Invoice No. 22322057
Gersten, David M.

RE: Baptiste v. New World Condominium

BILLING SUMMARY THROUGH July 31, 2026

Fees For Professional Services:	\$3,375.00
Expenses and Advances:	<u>0.00</u>
Current Bill:	\$3,375.00

A/R OPERATING ACCOUNT WIRE INFORMATION

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

Domestic and International fund transfer process:
ABA Number (Wires): 121000248
Swift code: Domestic – 121000248
International – WFBIUS6S
Reference: 22322057

LOCKBOX ADDRESS FOR CHECKS

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

REMITTANCE COPY
PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT



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

INVOICE

Invoice # 27509
Date: 07/31/2026

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
05/01/2026	Preparing for and attend mediation in Insurance Dec action and follow-up emails regarding same.	MME	1.50	\$550.00	\$825.00
05/01/2026	Prepare for mediation (.4); confer with P. Valori prior to mediation (.1); attend mediation (2.0).	BN	2.50	\$495.00	\$1,237.50
05/01/2026	(No charge) Gather and synthesize information to prepare for Mediation in Hiscox action.	rs	1.00	\$0.00	\$0.00
05/01/2026	Email regarding mediation conference in Hiscox case.	PFV	0.20	\$550.00	\$110.00
05/01/2026	Email regarding prior cash offer.	PFV	0.10	\$550.00	\$55.00
05/05/2026	Strategize regarding amended and restated consolidated note with new wave and attend to issues with respect to execution of the note on behalf of the Receiver.	KP	0.20	\$450.00	\$90.00
05/12/2026	Strategize regarding quarterly status report and deadline and obtaining attorney fee bills for inclusion and status report and Fee Application.	KP	0.20	\$450.00	\$90.00
05/12/2026	Strategize regarding quarterly status report.	KP	0.20	\$450.00	\$90.00
05/18/2026	Email regarding creditor claim.	PFV	0.20	\$550.00	\$110.00

05/18/2026	Email with law firm creditor.	PFV	0.20	\$550.00	\$110.00
05/21/2026	Email regarding land sale analysis and marketing.	PFV	0.40	\$550.00	\$220.00
05/21/2026	Work on status report.	PFV	0.30	\$550.00	\$165.00
05/27/2026	Review motion to intervene.	PFV	0.20	\$550.00	\$110.00
05/27/2026	Email with County Attorney regarding unit 212 tax deed sale.	PFV	0.10	\$550.00	\$55.00
05/27/2026	Draft status report to Receiver.	PFV	0.10	\$550.00	\$55.00
05/28/2026	Email to and from Receiver regarding zoom meeting homeowners (.2); mass email to homeowners regarding same(.3).	rs	0.50	\$100.00	\$50.00
05/29/2026	Confer with Client regarding status of sale efforts.	PFV	0.20	\$550.00	\$110.00
05/29/2026	Draft email regarding same.	PFV	0.20	\$550.00	\$110.00
05/31/2026	Email with Receiver regarding property sale.	PFV	0.30	\$550.00	\$165.00
05/31/2026	Email with homeowner counsel regarding bid proposal.	PFV	0.30	\$550.00	\$165.00
06/02/2026	(No charge) Work on analysis of file regarding 13th Status Report and Fee Application.	KP	0.20	\$0.00	\$0.00
06/02/2026	Confer with broker regarding purchase proposal and auction.	PFV	0.20	\$550.00	\$110.00
06/03/2026	Conference with broker regarding proposal purchase offer.	PFV	0.10	\$550.00	\$55.00
06/05/2026	Call with Judge Gersten regarding, proposal sale.	PFV	0.40	\$550.00	\$220.00
06/05/2026	Call with real estate transactional counsel regarding tax sale.	PFV	0.40	\$550.00	\$220.00
06/14/2026	(No charge) Analyze comments to 13th Receiver's report and Fee and Application and work on regarding incorporating comments and transmitting to client for review and final approval.	KP	0.30	\$0.00	\$0.00
06/14/2026	Review and revise Receiver's report.	PFV	0.40	\$550.00	\$220.00
06/15/2026	Revise, finalize, and coordinate filing 13th report and fee application and proposed order.	KP	1.00	\$450.00	\$450.00
06/15/2026	(No charge) Gather and synthesize information to prepare Receiver's 13th Report and Fee Application (1.0); email to and from Receiver regarding same in receivership action (.2).	rs	1.20	\$0.00	\$0.00
06/16/2026	Email to opposing party regarding motion to intervene in partition action (.2); draft notice of hearing on 13th report and fee application (.2).	rs	0.40	\$100.00	\$40.00

06/16/2026	Email regarding partition action.	PFV	0.10	\$550.00	\$55.00
06/18/2026	Update with P. Valori regarding status and strategy for sale of property.	MME	0.50	\$550.00	\$275.00
06/18/2026	Email and conferences regarding property sale efforts.	PFV	0.80	\$550.00	\$440.00
06/19/2026	Email regarding insurance renewal.	MME	0.30	\$550.00	\$165.00
06/22/2026	Emails to and from opposing party regarding motion to intervene (.3); draft notice of hearing on same (.3).	rs	0.60	\$100.00	\$60.00
06/22/2026	Work on case planning regarding intervention motion.	PFV	0.10	\$550.00	\$55.00
06/23/2026	Email regarding possible sale inquiry.	PFV	0.20	\$550.00	\$110.00
06/30/2026	Email regarding property maintenance.	PFV	0.10	\$550.00	\$55.00
06/30/2026	Email with tax collector regarding intervention by tax purchaser and analyze claims regarding same.	PFV	0.20	\$550.00	\$110.00
07/01/2026	Confer with broker regarding status.	PFV	0.30	\$550.00	\$165.00
07/01/2026	Email with potential buyer.	PFV	0.10	\$550.00	\$55.00
07/01/2026	Email with team regarding sales efforts.	PFV	0.10	\$550.00	\$55.00
07/01/2026	Email with tax collector's counsel and Miami Dade county counsel regarding motion to intervene and related matters.	PFV	0.40	\$550.00	\$220.00
07/01/2026	Draft status report to client.	PFV	0.30	\$550.00	\$165.00
07/01/2026	Prepare motion to join parties as to tax deed sale as to unit 212.	PFV	0.80	\$550.00	\$440.00
07/02/2026	Gather and synthesize information to prepare motion to reopen case (.8); review court file as to representation of Miami-Dade Tax Collector and Clerk of the Court (.5); in partition action.	rs	1.30	\$100.00	\$130.00
07/06/2026	Reviewing status and strategy and emails regarding same regarding sale of property.	MME	0.50	\$550.00	\$275.00
07/06/2026	Confer with potential buyer.	PFV	0.20	\$550.00	\$110.00
07/06/2026	Draft email to potential buyer.	PFV	0.10	\$550.00	\$55.00
07/06/2026	Email with broker regarding status of potential buyer.	PFV	0.10	\$550.00	\$55.00
07/06/2026	Review and revised motion to reopen etc. regarding tax lien issue regarding unit 212.	PFV	0.80	\$550.00	\$440.00

07/07/2026	Work on motion to reopen (.2); and email regarding same (.2).	PFV	0.40	\$550.00	\$220.00
07/07/2026	Email regarding response to motion to intervene and email regarding intervenor and other new parties.	PFV	0.30	\$550.00	\$165.00
07/07/2026	Strategize regarding response to motion to intervene and whether any further comments were necessary prior to filing.	KP	0.30	\$450.00	\$135.00
07/07/2026	(No charge): Draft notice of hearing on 13th fee application in receivership action (.3); draft notice of hearing on motion to reopen case (.3); email to Tax Collector regarding same (.1); email to RYJM (Intervenor) regarding same in partition action (.1).	rs	0.80	\$0.00	\$0.00
07/08/2026	Review FAQ updates regarding receivership.	PFV	0.10	\$550.00	\$55.00
07/08/2026	Review email from title counsel regarding title insurance agent request (.1); and review court file and draft response (.2).	PFV	0.30	\$550.00	\$165.00
07/10/2026	Review file and confer with Receiver.	PFV	0.30	\$550.00	\$165.00
07/10/2026	Prepare for Zoom conference.	PFV	0.30	\$550.00	\$165.00
07/10/2026	Conferences and email regarding sale efforts.	PFV	0.30	\$550.00	\$165.00
07/10/2026	Attend homeowner update zoom conference.	PFV	0.50	\$550.00	\$275.00
07/13/2026	Email with broker for potential buyer.	PFV	0.20	\$550.00	\$110.00
07/13/2026	Review and analyze court file in preparation for hearing on motion to reopen case and motion to intervene in partition action.	rs	0.50	\$100.00	\$50.00
07/14/2026	Prepare for (.4); and attend (.9); hearing on motion to reopen case and adjudicate interests regarding tax sale.	PFV	1.30	\$550.00	\$715.00
07/14/2026	Draft proposed order on motion to reopen case in partition action.	rs	0.50	\$100.00	\$50.00
07/15/2026	Email with broker for potential buyer.	PFV	0.20	\$550.00	\$110.00
07/20/2026	Conferences regarding possible sale and related non-binding letter of intent.	PFV	0.30	\$550.00	\$165.00
07/20/2026	Email with broker regarding non-binding letter of intent.	PFV	0.30	\$550.00	\$165.00
07/20/2026	Strategize regarding responses to motions for summary judgment by the renters and the insurance company.	KP	0.50	\$450.00	\$225.00
07/21/2026	Email with real estate counsel regarding non-	PFV	0.40	\$550.00	\$220.00

	binding letter of intent.				
07/21/2026	Email with purchaser regarding LOI.	PFV	0.20	\$550.00	\$110.00
07/22/2026	Work on motion as to deed and folio merger.	PFV	1.40	\$550.00	\$770.00
07/22/2026	Work on updated motion for summary judgment as to all unit 212 related interests.	PFV	1.20	\$550.00	\$660.00
07/22/2026	Conference and email regarding title policy.	PFV	0.40	\$550.00	\$220.00
07/22/2026	Hiscox - Review summary judgment motions and factual statements.	PFV	0.70	\$550.00	\$385.00
07/22/2026	Hiscox - Work on case analysis regarding summary judgment motions and factual statements.	PFV	0.40	\$550.00	\$220.00
07/22/2026	Gather and synthesize information to prepare motion to revert to original deed, legal description and tax folio, and voiding the individual condominium unit deeds and individual tax folio numbers (1.0); gather and synthesize information to prepare motion for summary judgment against tax collector, intervenor and clerk in partition action (1.0); email to team regarding same (.1).	rs	2.10	\$100.00	\$210.00
07/23/2026	Reviewing and revising motion for summary judgment and emails regarding LOI.	MME	0.50	\$550.00	\$275.00
07/24/2026	Email and calls with counsel for Hiscox and the Court regarding requested extension of time.	PFV	0.30	\$550.00	\$165.00
07/24/2026	(No charge): Email to team regarding order on motion to reopen case and draft motion for summary judgment against tax collector, intervenor and clerk in partition action.	rs	0.30	\$0.00	\$0.00
07/25/2026	Conference with broker regarding proposed contract.	PFV	0.30	\$550.00	\$165.00
07/26/2026	Email with buyer's broker regarding draft agreement.	PFV	0.10	\$550.00	\$55.00
07/26/2026	Email with receiver regarding funds deposit/proof of funds.	PFV	0.10	\$550.00	\$55.00
07/27/2026	Analyze Hiscox statement of undisputed material facts and all source material and provide annotations to statement for drafting response to statement; strategize regarding response.	KP	5.00	\$450.00	\$2,250.00
07/27/2026	Work on analysis of Hiscox's motion for summary judgment with focus on response to undisputed facts and response to sublimit argument.	PFV	0.80	\$550.00	\$440.00
07/27/2026	Draft waiver and notice of service process to RYJM as to order to reopen case (.5); draft email	rs	1.20	\$100.00	\$120.00

	to RYJM regarding same (.2); in partition action; gather and synthesize information to prepare response to motions for summary judgment in Hiscox action (.5).				
07/28/2026	Meeting with co-counsel regarding status and strategy regarding insurance coverage claim and sale and emails regarding same.	MME	0.80	\$550.00	\$440.00
07/28/2026	Work on analysis of Hiscox's motion for summary judgment.	PFV	0.70	\$550.00	\$385.00
07/28/2026	Conferences regarding Hiscox's legal theory and grounds for opposition to Hiscox's motion for summary judgment.	PFV	1.40	\$550.00	\$770.00
07/28/2026	Review case status regarding state court cases.	PFV	0.40	\$550.00	\$220.00
07/28/2026	Draft status memorandum regarding Hiscox case and Eliteway cases.	PFV	0.20	\$550.00	\$110.00
07/28/2026	Review email from real estate counsel regarding motion for summary judgment as to tax deed related parties.	PFV	0.10	\$550.00	\$55.00
07/28/2026	Hiscox - Telephone conference with P. Valori and initial review of materials in preparation for response to motion for summary judgment, including review of case file and motions for summary judgment and supporting memoranda.	PB	3.50	\$550.00	\$1,925.00
07/29/2026	Review email (.1); and proposed waiver (.2); and proposed notice of filing (.1); regarding RJYM proposed waiver of service of process.	PFV	0.40	\$550.00	\$220.00
07/29/2026	Research regarding service upon the Miami Dade Tax Collector.	PFV	0.10	\$550.00	\$55.00
07/29/2026	Review surplus claim letter.	PFV	0.10	\$550.00	\$55.00
07/29/2026	Review surplus demand and work on planning regarding submission of demand.	PFV	0.50	\$550.00	\$275.00
07/29/2026	Communications with receiver regarding surplus demand.	PFV	0.30	\$550.00	\$165.00
07/29/2026	Hiscox - Close analysis of coverage language and relevant case law regarding ambiguities in preparation of summary judgment motion response.	PB	3.30	\$550.00	\$1,815.00
07/29/2026	Gather and synthesize information to prepare claim to surplus on unit 212 (.7); email to tax collector regarding same (.2).	rs	0.90	\$100.00	\$90.00
07/30/2026	Strategize regarding responses to motions for summary judgment.	KP	0.50	\$450.00	\$225.00

07/30/2026	Email with buyer's broker regarding survey.	PFV	0.10	\$550.00	\$55.00
07/30/2026	Email regarding opposition to Hiscox summary judgment motion.	PFV	0.10	\$550.00	\$55.00
07/30/2026	Email with counsel for proposed buyer.	PFV	0.20	\$550.00	\$110.00
07/30/2026	Email regarding response to factual submission of Hiscox regarding its motion for summary judgment.	PFV	0.10	\$550.00	\$55.00
07/30/2026	Confer with buyer's transactional counsel.	PFV	0.30	\$550.00	\$165.00
07/30/2026	Email regarding title commitment.	PFV	0.20	\$550.00	\$110.00
07/30/2026	Email regarding surplus claim.	PFV	0.20	\$550.00	\$110.00
07/30/2026	Hiscox - Continue coverage language review and case law for preparation of summary judgment response.	PB	2.50	\$550.00	\$1,375.00
07/31/2026	Confer with broker regarding potential back up offers or bids.	PFV	0.40	\$550.00	\$220.00
07/31/2026	Hiscox - Legal research regarding latest 11th circuit court opinions regarding insurance coverage including opinions by Judge Williams.	PB	2.80	\$550.00	\$1,540.00
				Hours Subtotal	64.3
				Fees Subtotal	\$28,747.50

Expenses

Type	Date	Description	Quantity	Rate	Amount
Expense	05/01/2026	Loan to Receivership for association expenses	1.00	\$10,000.00	\$10,000.00
Expense	05/09/2026	Interest on loan	1.00	\$1,271.60	\$1,271.60
Expense	05/25/2026	Webmaster. Invoice 1707253. Shared Hosting - Starter Hosting (newworldcondoreceivership.com) Jun 1st, 2026-July 1st, 2026)	1.00	\$12.95	\$12.95
Expense	05/31/2026	Pacer/Court Documents	1.00	\$10.10	\$10.10
Expense	05/31/2026	Photocopies	28.00	\$0.25	\$7.00
Expense	06/01/2026	Loan to Receivership for association expenses	1.00	\$10,000.00	\$10,000.00
Expense	06/09/2026	Interest on loan	1.00	\$1,419.44	\$1,419.44
Expense	06/25/2026	Webmaster. Invoice 1761164. Shared Hosting-Starter Hosting (newworldcondoreceivership.com) July 1st-Aug 1st, 2026	1.00	\$12.95	\$12.95
Expense	07/01/2026	Loan to Receivership for association expenses	1.00	\$10,000.00	\$10,000.00

Expense	07/09/2026	Interest on loan	1.00	\$1,343.60	\$1,343.60
Expense	07/25/2026	Webmaster. Invoice 1813234. Shared Hosting- Starter Hosting Aug 1st-Sept 1st, 2026	1.00	\$12.95	\$12.95
Expense	07/31/2026	Pacer/Court Documents	1.00	\$51.40	\$51.40
Expense	07/31/2026	Photocopies	18.00	\$0.25	\$4.50
Expenses Subtotal					\$34,146.49

Name	Hours	Rate	Amount
Patricia Baloyra	12.1	\$550.00	\$6,655.00
Melanie Damian	4.1	\$550.00	\$2,255.00
Brett Novick	2.5	\$495.00	\$1,237.50
Kristopher Pearson	7.9	\$450.00	\$3,555.00
Kristopher Pearson	0.5	\$0.00	\$0.00
Peter Valori	25.9	\$550.00	\$14,245.00
Reesea Saetae	8.0	\$100.00	\$800.00
Reesea Saetae	3.3	\$0.00	\$0.00
Hours Total			64.3
Subtotal			\$62,893.99
Amount			\$62,893.99

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Due
(\$894,042.87	+ \$62,893.99	) - (\$0.00	) = \$956,936.86

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
63	12/31/2023	\$267,345.48	\$0.00	\$267,345.48

242	01/31/2024	\$28,262.38	\$0.00	\$28,262.38
948	04/30/2024	\$34,339.34	\$0.00	\$34,339.34
949	07/31/2024	\$172,856.92	\$0.00	\$172,856.92
1333	10/31/2024	\$61,583.73	\$0.00	\$61,583.73
1734	01/31/2025	\$24,051.98	\$0.00	\$24,051.98
2134	04/30/2025	\$86,544.02	\$0.00	\$86,544.02
2482	07/31/2025	\$73,940.36	\$0.00	\$73,940.36
26149	10/31/2025	\$42,019.90	\$0.00	\$42,019.90
26609	01/31/2026	\$31,492.25	\$0.00	\$31,492.25
27032	04/30/2026	\$71,606.51	\$0.00	\$71,606.51

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
27509	07/31/2026	\$62,893.99	\$0.00	\$62,893.99
Outstanding Balance				\$956,936.86
Total Amount Due				\$956,936.86

Please make all amounts payable to: Damian Valori Culmo

Please call 305-371-3960 for questions.

Payment is due upon receipt.

EXHIBIT 3

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

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

June 25, 2026
Invoice Number 114079

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

PROFFESIONAL SERVICES

			Hours	
06/05/26	RMZ	Telephone call with Peter Valori, Esq; calls to John Benson of Old Republic.	0.20	
06/08/26	RMZ	Preparation of correspondence to John Benson of Old Republic.	0.20	
06/12/26	RMZ	Telephone call with John Benson of Old Republic Title; telephone call with Peter Valori, Esq.	0.50	
		TOTAL HOURS AND FEES	0.90	445.50
		TOTAL STATEMENT		445.50

June 25, 2026

Page 2

Invoice 114079

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

<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	0.90	445.50
Total Fees	0.90	445.50
05/25/26	PREVIOUS BALANCE	32,929.00
	Total this Bill	445.50
	<u>NEW BALANCE</u>	<u>33,374.50</u>
Accounts Receivable Aging		
Current	445.50	
30 Days	0.00	
60 Days	346.50	
90 Days	445.50	
120 Days	32,137.00	

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, 2026
Invoice Number 114080

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

PROFESSIONAL SERVICES

			Hours
06/30/26	RMH	Review emails re intervenor issues, call with RMZ re same	0.40
07/01/26	RMZ	Review Summary Judgment; prepare correspondence to John Benson of Old Republic Title regarding Unit 212.	0.50
07/08/26	RMZ	Telephone call with John Benson of Old Republic Title; correspondence to Peter Valori, Esq. and John Benson.	0.60
07/15/26	RMZ	Review Letter of Intent.	0.60
07/20/26	RMZ	Telephone call with Peter Valori, Esq.	0.20
07/21/26	RMZ	Review revised Letter of Intent; prepare correspondence to Peter Valori, Esq.	0.70

July 25, 2026

Page 2

Invoice 114080

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

07/22/26	RMZ	Review various Petitioner's Motions; review legal description.	0.50
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07/23/26	RMZ	Review title commitment; prepare correspondence to Peter Valori, Esq, John Benson of Old Republic.	0.60
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07/24/26	RMZ	Review Motions, Judgments; calls to John Benson, Esq. of Old Republic Title Company.	0.60
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TOTAL HOURS AND FEES	4.70	2,326.50
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TOTAL STATEMENT		2,326.50
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<u>Fee Summary</u>	<u>Hours</u>	<u>Amount</u>
Richard M. Zelman	4.30	2,128.50
Roy M. Hartman	0.40	198.00
Total Fees	4.70	2,326.50

06/25/26	PREVIOUS BALANCE	33,374.50
	Total this Bill	2,326.50
	<u>NEW BALANCE</u>	<u>35,701.00</u>

Accounts Receivable Aging

Current	2,326.50
30 Days	445.50
60 Days	0.00
90 Days	346.50
120 Days	32,582.50

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

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

CASE NO. 2023-001716-CA-01

SECTION: CA-11

Plaintiffs,

v.

NEW WORLD CONDOMINIUM
APARTMENTS CONDOMINIUM
ASSOCIATION, INC.,

Defendant.

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

This matter came before the Court for hearing on _____, 2026 upon the application of the Honorable David M. Gersten (Ret.) as the court-appointed receiver in the above-captioned action (the "Receiver") for authorization to pay interim professional fees and expenses of the Receiver and his professionals [D.E. ____] (the "Application") pursuant to the Court's February 7, 2023 Order Appointing Receiver. With the Court having reviewed the Application, noting that no objection has been filed or otherwise asserted, and finding good cause to approve and authorize payment of the requested fees and costs, hereby ORDERS as follows:

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

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

in the amount of \$6,900.00 and costs in the amount of \$0, for a total of \$6,900.00 for the period from May 1, 2026 through July 31, 2026;

(b) Damian | Valori | Culmo, as Lead Counsel to the Receiver, incurred fees in the amount of \$28,747.50 and costs in the amount of \$34,146.49, for a total of \$62,893.99 for the period from May 1, 2026 through July 31, 2026; and

(c) Sacher Zelman Harman, P.A., as Special Counsel to the Receiver, incurred fees in the amount of \$2,772.00 for the period from May 1, 2026 through July 31, 2026;

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), *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 ____, 2026.

CIRCUIT COURT JUDGE

Copies to all Counsel of Record