

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

CASE NO. 2022-007798-CA-01

ANA DANTON, individually and for the use and benefit of other property
owners within Hammocks Community Association Incorporated,

Plaintiff,

v.

HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED,

Defendant.

**RECEIVER'S: 1) INITIAL REPORT AND INVENTORY; AND,
2) APPLICATION FOR ORDER AUTHORIZING
PAYMENT OF FEES AND EXPENSES AND FOR AUTHORIZATION
TO DISTRIBUTE FUNDS PURSUANT TO THE APPOINTMENT ORDERS**

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The Honorable David M. Gersten (Retired), the court-appointed Receiver (the “Receiver”) in the above-captioned action, and pursuant to the Court’s November 21, 2022 Order Appointing Receiver by Stipulation of the Parties, submits his Initial Report and Inventory setting forth his activities and efforts to fulfill his court-appointed duties, together with his request for authorization for payment of interim professional fees and expenses for the period from November 17, 2022, through December 15, 2022.

I.
RECEIVER’S INITIAL REPORT AND INVENTORY

A.
INTRODUCTION

1.
A Community in Turmoil

As this Court and much of South Florida is well aware, the Receiver’s appointment was necessitated by the recent arrests of former members of the Board of Directors of the Hammocks Community Association Incorporated (the “Association”), one of the largest homeowners associations in the State of Florida with 5,543 homeowners. Prior to those arrests, in April 2022, homeowner Ana Danton (“Plaintiff”) initiated this action alleging improper conduct by the Association’s two (2) prior Boards and seeking the appointment of a receiver.

On November 17, 2022, the Court issued its preliminary Emergency Order Appointing Receiver by Stipulation of the Parties (the “Preliminary Appointment Order”), appointing the Receiver and an advisory committee consisting of six (6) homeowners, including Plaintiff (the “Advisory Committee”) to assist the Receiver. Subsequently, the Court issued its November 21, 2022 Order Appointing Receiver by Stipulation of the Parties (the “Amended Appointment Order”, and together with the Preliminary Appointment Order, the “Appointment Orders”) specifying the Receiver’s duties and staying all litigation against the Association.

2.
**Week One: Securing the Clubhouse and
Ensuring that the Homeowners are Heard Loud and Clear**

Since his appointment, the Receiver has worked tirelessly to identify and secure all of the Association’s records and known assets, efficiently operate the Association, and bring a sense of normalcy back to the Association’s homeowners. This has, as expected, been a difficult and

complicated task in light of the size of the Association and the extent of the prior Board members' alleged fraudulent activities.

The day after his appointment, the Receiver established a physical presence at the Association's clubhouse to secure and preserve all Association property and documents therein, in coordination with the State Attorney's Office ("SAO"), and to interface directly with homeowners.

To further ensure sufficient means for homeowners to communicate any complaints or concerns to the Receiver and that all such matters are promptly addressed: 1) within the first few days of his appointment, the Receiver set up a bilingual hotline, which is supplemented with an e-mail and Airtable database that catalogues all homeowner communications (and the status of the Receiver's response to same) and is continuously monitored; and, 2) later that same week, the Receiver began conducting regular, weekly Zoom meetings with the Advisory Committee.

3.

Week Two Onward: A Deeper Dive

As detailed further below, the Receiver has also:

- taken exclusive control over the Association's thirteen (13) bank accounts, which, at that time, had a total balance of \$1,132,392.09;
- arranged for the imaging of the Association's computers and scanning of crucial Association records for future operations and preserved the evidence necessary for its future claims;
- identified all existing insurance coverage and renewed general liability and business automobile policies that were scheduled to expire within weeks of the Receiver's appointment;

- retained FirstService Residential (“FSR”), the largest homeowners association management company in North America, to operate the day-to-day activities of the Association under the close supervision of the Receiver;
- retained a landscaping vendor, Turf Management (“Turf”), which has already begun addressing the Association’s most pressing landscaping issues, including safety issues caused by the prior Boards’ long-standing neglect of the Association’s grounds;
- selected and nearly finalized a contract with a security vendor, Elite Guard, Inc. (“Elite”), which the Receiver anticipates will begin providing 24-hour security services to the Association within the next thirty (30) days, replacing the Association’s prior in-house security team that, as advised by the Advisory Committee, was used by the ousted Boards to torment homeowners in furtherance of their alleged fraudulent activities;
- retained forensic accountants Kapila Mukamal LLP (“KM”) to identify all fraudulent expenditures of the prior Board members in furtherance of pursuing a claim on the Association’s crime policy, and future claims against the ousted Board members, their affiliated entities and professionals, and determining an adequate budget for the Association going forward. KM has already begun work and has, as anticipated, confirmed: a) millions of dollars in payments to former Board members and related individuals and entities; and, b) that the Association’s books and records were not maintained properly for many years prior to the Receivership;

- identified three (3) off-site storage spaces utilized by prior Board members, one of which contains a couple hundred boxes of financial, election, and other records spanning over a decade;
- identified over 120 lawsuits filed by or against the Association since 2013;
- conducted a virtual town hall meeting with the homeowners and State Attorney Katherine Fernandez Rundle; and
- issued estoppel letters to ensure that properties of homeowners within the Association can continue to be sold without delay.

4.

The Path Forward

The Receiver continues to assess many open issues with the operations, assets, and liabilities of the Association - including the adoption of an appropriate budget for the Association and conducting an election for a new Board in March 2023 - and is working on a plan to address those issues in compliance with his obligations under the Appointment Orders. The Receiver will seek all necessary approvals of the plan components as they are adopted, as needed.

B.

THE RECEIVER'S APPOINTMENT AND DUTIES

1.

Plaintiff's Petition Sets the Wheels of Justice in Motion

On April 27, 2022, Plaintiff filed her Petition for Appointment of Receiver and Injunctive Relief.

In her Petition, Plaintiff alleges that the prior Board: 1) fraudulently withheld its proposed budget from the homeowners for months, in violation of the Association's Declaration and Fla. Stat. §720.306; 2) upon finally providing its proposed budget to the homeowners, violated Fla. Stat. §718.112 by failing to conduct a special meeting of the homeowners to obtain approval of

that budget, which increased homeowner assessment payments by almost three hundred percent (300%); and, 3) suppressed homeowners' ability to vote during the 2022 election of the Board and ultimately cancelled that election, resulting in the majority of the members of the previous Board being retained and permitting their alleged fraudulent conduct to continue.

An evidentiary hearing on Plaintiff's Petition began on October 13, 2022 and, as it did not conclude, resumed on November 17, 2022.

2.
The Arrests

On November 15, 2022, five (5) of the Association's prior Board members – former Association President Marglli Gallego¹, her husband, Jose Gonzalez, Monica Ghilardi, Myriam Rodgers, and Yoleidis Lopez Garcia - were arrested on numerous charges, including racketeering and money laundering. The Hammocks community breathed a collective sigh of relief.

3.
The November 17, 2022 Hearing

The November 17, 2022 evidentiary hearing proceeded with hundreds of homeowners in attendance. On the heels of the arrests, the Court issued its Preliminary Appointment Order. Pursuant to that Order: 1) the Receiver was appointed “with full and complete power and authority over the entire association's business including but not limited to its properties, finances, staff, employees, and all other matters of the association pending further order of the Court;” and, 2) the Advisory Committee was established.

¹ Prior to that arrest, Ms. Gallego was arrested in April 2021 on charges of grand theft and organized fraud arising from her alleged appropriation of Association monies.

The Court also separately directed counsel in attendance at that hearing to, that very same day, immediately seize the Association's computers and secure the Association's clubhouse and all documents contained therein.

4.
The November 21st Appointment Order

On November 21, 2022, the Court entered its Amended Appointment Order: 1) confirming the appointment of the Receiver and the Advisory Committee; and, 2) expanding the Receiver's duties, powers, and authority to address the significant issues faced by, and enable the Receiver to protect and serve the interests of, the Association and its homeowners. Specifically, the Amended Appointment Order appointed the Receiver as the sole board member for the Association with full powers to act for the Association until the Association can be properly returned to the management of the homeowners. *See* Amended Appointment Order at ¶¶ 2, 9, 10, 11, 15.

The Amended Appointment Order also requires the Receiver to provide the Court with the instant report and inventory, which summarizes the performance of his duties and responsibilities described in the Appointment Orders. *Id.* at ¶8.

In addition, the Amended Appointment Order: 1) imposes a stay of all litigation against the Association during the pendency of this Receivership without prior leave of the Court; 2) requires a new election of the Association's Board in accordance with the Association's governing documents; and, 3) requires written notice of the Receiver's appointment to the homeowners. *Id.* at ¶3.

C.
**THE RECEIVER’S ACTIVITIES AND EFFORTS
TO DATE AND ACTION PLAN MOVING FORWARD**

1.
The Receiver’s Employment of Professionals

Shortly after his appointment, the Receiver conducted the necessary planning and determined his need to employ certain professionals to assist him in carrying out his duties and responsibilities under the Appointment Orders.

Pursuant to the Amended Appointment Order, the Receiver was provided with authority to “hire and employ legal counsel, contractors, accountants, investigators, and consultants (“Outside Professionals”) to furnish legal, accounting, and other advice to the Receiver for such purposes as may be reasonable and necessary during the period of receivership.” *Id.* at ¶¶ 10.xxv., 13.

The Amended Appointment Order also provides the Receiver with authority to: 1) “interview and retain the services of a professional management compan[y] for the Association;” 2) “investigate any matter related to the conduct of the business of the Association related to transfers of funds, or past payments resulting in the improper depletion of the Association’s assets;” 3) “investigate the business relationship of Coco Landscaping and the Association and retain a replacement landscaping company for the Association;” 4) “institute and maintain a hotline to log all homeowner calls, complaints, and messages concerning the Association and employ staff to ensure all homeowner concerns are properly and timely addressed;” and, 5) “investigate and replace any Association agent, employee or independent contractor determined by the Receiver to be related to any prior board member of the Association since 2015.” *Id.* at ¶¶10.ii., 10.x., 10.xi., 10.xiv., 10.xv., 16.

Accordingly, the Receiver has: 1) engaged Damian & Valori LLP / Culmo Trial Attorneys (“Lead Counsel”) as his lead counsel; 2) terminated the vast majority of all prior employees of the

Association (approximately fifty (50)), who the Receiver determined, with the guidance of the Advisory Committee, had ties to former Board members; 3) hired FSR as property manager; 4) terminated Coco Landscaping, replaced it with Turf, and commenced an investigation of Coco Landscaping's relationship with the Association; 4) decided to replace the Association's prior in-house security force with Elite; 5) hired EHRlinked to establish and operate a homeowners' hotline (and attendant Airtable database) as well as to create and update an interim replacement website for the Association; and, 6) retained forensic accountants KM to analyze the Association's financial records in furtherance of investigating prior Board members' alleged fraudulent conduct so that a) any viable claims against those Board members and/or the Association's insurance policies and other third-parties who aided and abetted or otherwise benefitted from the fraud (without providing reasonably equivalent value) can be pursued, and, b) an appropriate budget going forward can be adopted.

The Receiver has also authorized Plaintiff's counsel (SBK Legal and Michael S. Kaufman, Esq.), together with The Morgan Law Group, P.A. (which previously represented other homeowners who were later appointed to the Advisory Committee), to jointly serve as the Advisory Committee's counsel and assist the Receiver.

The foregoing professionals have been instrumental to the Receiver's success in this case thus far, helping him to secure the Association's assets, communicate with financial institutions to obtain information and records, investigate the Association's potential claims, and effectively operate the Association on an interim basis.

2.

The Receiver's Efforts to Obtain Financial Records and Secure Assets

a.

The Initial Sweep of the Clubhouse

As indicated above, during the November 17, 2022 continuation of the evidentiary hearing, the Court sprang into action and directed counsel to immediately secure the Association's clubhouse.

Following his appointment, the Receiver continued those efforts in coordination with the SAO. All documents reflecting the current operations of the Association, as well as some recent historical operating documents identified by the Receiver were, in short order, sent for scanning for later use by professionals in accordance with the Amended Appointment Order. In addition, each of the operational computers located in the clubhouse were imaged as well as some mobile devices retrieved by the Receiver, including from former employees of the Association. The Receiver was also able to access the Association's TOPS financial database, a database utilized by many homeowners associations to record all monies received and paid by the association.

Indicative of the egregiousness of prior Board members' alleged misconduct, the Receiver located ballots and uncashed assessment checks in a trailer behind the Association's clubhouse. The Receiver also discovered an extensive crawlspace located underneath the clubhouse's banquet room, which space may have contained additional Association records.

Further, the Receiver took possession of all of the Association's mail delivered to the clubhouse, which has been and continues to be promptly reviewed and responded to as needed.

b.

The Association's Myriad Bank Accounts

In light of the alleged fraud, the Receiver anticipated that the Association's records obtained from the clubhouse would be incomplete or otherwise untrustworthy. Accordingly,

shortly after the commencement of the Receivership, the Receiver sent correspondence to all of the Association's known financial institutions (Truist Bank (formerly BB&T), Popular Bank, TD Bank, CIT/First Citizens Bank, City National Bank, Fifth Third Bank, Ally Bank, and Mutual of Omaha), demanding that all accounts at those institutions be immediately frozen, exclusive control be turned over to the Receiver, and account records be produced.

In all, these banks confirmed that the Association maintained thirteen (13) active accounts with a total balance of \$1,132,392.09, as follows: 1) seven (7) accounts (checking and savings) at Truist Bank with a total balance of \$738,299.51, from which the majority of the Association's expenses were paid; 2) three (3) checking accounts at Popular Bank with a total balance of \$261,315.21; 3) one checking account at TD Bank with a balance of \$115,271.29; and, 4) two (2) accounts at CIT/First Citizens Bank with a total balance of \$17,506.08. *See* statements attached as **Composite Exhibit A**.

Truist Bank, Popular Bank, TD Bank, and CIT/First Citizens Bank also confirmed that incoming deposits would be accepted but all automatic ongoing transfers would be frozen until such transfers could be confirmed as legitimate and, if so, authorized by the Receiver.

In addition, Popular Bank advised of a loan to the Association with an outstanding balance of \$435,547.67. *See* loan documents attached as **Exhibit B**. On December 9, 2022, the Receiver made the \$44,353.59 monthly payment due on December 10, 2022 to avoid incurring late fees and interest charges, which decreased the total balance to \$391,194.08. The Receiver intends to make all further monthly payments coming due on the 10th of each month during the pendency of the Receivership.

The Receiver also gained on-line access to the Truist Bank accounts, changed the password and two-factor authentication used to access those accounts (to further secure them), and developed a protocol for having automatic outgoing transfers approved.

City National Bank and Fifth Third Bank ultimately confirmed that the Association does not maintain any active accounts with those banks, and Ally Bank produced records regarding the Association's financing of certain vehicles. The Receiver has not yet received a response from Mutual of Omaha, as the Receiver only recently learned that the Association may have maintained an account at that institution.

c.
Rebuilding the Association's Finances, One Brick at a Time

All of the Association's pertinent financial information obtained by the Receiver has been provided to KM for analysis. As recently confirmed by KM, the Association's records are incomplete and inconsistent. More particularly: 1) the last audited financial statements prepared for the Association are for 2018; 2) the Association's profit & loss statements for 2021 and 2022 (retrieved from the Association's TOPS database) are inconsistent with the Association's "approved" budget for 2022 (which budget contains purported data for 2021 and 2022); and, 3) the Association's 2021 balance sheet (retrieved from TOPS) does not balance.

Further complicating the Receiver's efforts to determine an accurate financial picture of the Association is the fact that the prior Boards maintained records not only in file cabinets and on shelves in the clubhouse, and in a trailer outside of the clubhouse, but also a couple hundred boxes of financial, election, and other records spanning over a decade in off-site storage spaces, one of which the Receiver recently discovered.

Accordingly, current, accurate financial statements are not available and the Receiver must rebuild the Association's financials virtually from scratch, particularly so that an appropriate

budget going forward can be adopted and accurate homeowner balances can be determined. Before accurate financial statements and a proposed budget can be prepared, KM must first finalize its analysis. Thereafter, the Receiver will hire a separate auditing firm to conduct regular audits of the Association's books and records as a built-in protection against fraud and inadequate bookkeeping.

d.

Insurance

As of the commencement of the Receivership, the Association had in place several insurance policies that provided a broad array of coverages for potential losses, more particularly as follows:

- a General Liability policy issued by Everest Premier Insurance Company, Everest Denali Insurance Company, and Philadelphia Indemnity Insurance Company, Policy No. CF1GL00188-211, with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- a Business Automobile policy issued by Everest National Insurance Company, Policy No. CF1CA00070-211, with a liability limit of \$1,000,000 per vehicle;
- a Directors and Officers policy issued by Philadelphia Indemnity Insurance Company, Policy Nos. PCAP022274-0319 and PCAP022274-0419, with a limit of \$2,000,000 in the aggregate;
- a Crime policy issued by Philadelphia Indemnity Insurance Company, Policy No. PCAC016143-0122, with a limit of \$1,000,000 per occurrence;
- a Cyber Liability policy issued by North American Capacity Insurance Company, Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, and Ascot Specialty Insurance Company, Policy No. C-4LWN-119236-CYBER-

2021, with a limit of \$1,000,000 for all coverages except funds transfer fraud, which carries a limit of \$250,000;

- a Commercial Property policy issued by Lloyd’s of London, Hamilton Insurance DAC, and Accredited Specialty Insurance Company, Policy No. B1180D221080/176BS, with a limit of \$3,121,227 based on the total declared values of the properties and equipment;
- a Wind Buy Down policy issued by Lloyd’s of London, Policy No. 22N3979AA0P127, with a total insured value of \$2,363,630; and
- four (4) Flood policies issued by Hartford Insurance Company of the Midwest, Policy Nos. 24953794822019, 24953794802019, 24953794812019, and 24953794832019, with limits of \$500,000 for the building at 9020 Hammocks Blvd., \$346,000 for the building at 9250 Hammocks Blvd., \$424,000 for the building at 10790 SW 157th Ave., and \$500,000 for the building at 11450 SW 147th Ave.

On December 6, 2022, prior to the expiration of the Association’s General Liability and Business Automobile policies, the Receiver, after consulting with the Association’s insurance broker (Brown & Brown) regarding various alternatives to these policies, renewed those policies for another year. The insurance carrier for the General Liability policy requested that certain conditions at the property be repaired, improved and/or cleaned; the Receiver has addressed many of those conditions and will address the remainder in short order.

On December 19, 2022, the Receiver received a Notice of Cancellation from the carrier for the Commercial Property policy indicating that policy will be cancelled on February 6, 2023 for “non-compliance of inspection recs.” The Receiver has taken all of the recommended measures

to resolve the issues on the property except for issues pertaining to electrical work, which work is in progress and is expected to be completed within the next two (2) weeks. The Receiver has advised Brown & Brown as to the status of the electrical work and has provided proof of compliance with the remaining issues; Brown & Brown has informed the insurance carrier and is working to have the Notice of Cancellation rescinded.

Brown & Brown also notified the insurance carrier for the Crime policy of the Association's intention to submit a claim against that policy. The Receiver is working on preparing the Proof of Loss required to submit the claim, which Proof of Loss must be filed by April 12, 2023. KM's analysis will be instrumental in assisting the Receiver in evaluating and filing any such claims and the investigation into the approximately \$2,700,000 in believed payments from the Association to the ousted Board members and related individuals and entities from 2015 through 2022.²

The Receiver is also investigating a potential claim against the Association's Directors and Officers policy and, if appropriate, will file a claim before that policy expires on August 22, 2023.

Pursuant to the recommendation of FSR, the Receiver is also preparing applications and gathering proposals for a \$5,000,000 umbrella insurance policy and intends to have such a policy bound by January 18, 2023.

Finally, the Receiver is preparing applications and gathering proposals for an insurance policy to cover the Receiver and his professionals for any and all claims that may be asserted against them related to the work they are doing to fulfill the Receiver's duties under the

² The Crime policy expires on April 26, 2023, so the Receiver will consider alternative policies and either renew the existing policy or procure a replacement policy prior to the expiration date.

Appointment Orders. The Receiver anticipates procuring that policy within the next thirty (30) days.

e.

The Association's Other Assets

The Receiver has thus far identified the additional assets set forth more specifically in the inventory attached as **Exhibit C**.

As discussed above, outside security and landscaping vendors have been hired. Accordingly, the Receiver intends to have security vehicles and landscaping equipment that are listed on Exhibit C and which were purchased by the prior Boards liquidated at fair market value, the monies from which can be utilized to offset some of the Association's expenses and significantly reduce the Association's insurance premiums. In addition, reducing the number of vehicles and equipment will substantially reduce the Association's exposure to third-party liability and other claims.

3.

Taking Over the Association's Business Operations

Pursuant to the Amended Appointment Order, the Receiver has investigated and continued the Association's business operations, including: 1) collecting maintenance fees; 2) handling necessary maintenance and repairs and landscaping of the Association's property; 3) hiring security for the Association's homeowners and property; 4) issuing estoppel letters to ensure that all scheduled closings for the sale of property of homeowners within the Association continue without delay; and, 5) maintaining homeowner and resident relations.

The Receiver's investigation has indicated that prior Board members: 1) as discussed above, failed to maintain proper books and records, hold a valid election in 2022, or properly approve a budget for 2022, including improperly raising maintenance fees for 2022; 2) failed to

perform the necessary maintenance of the Association's vast landscaping; 3) improperly utilized an in-house security team, with apparent ties to those prior Board members, to intimidate the Association's homeowners, not to protect them; 4) incurred an extraordinary amount in attorney's fees (more than \$2,000,000) to maintain the existing Board members and corresponding fraud and, 5) allowed other aesthetic aspects of the property within the Association to languish.

a.

The Receiver's First Two Weeks

Shortly after his appointment, Receiver terminated the employment of all of the Association's prior employees with the exception of four (4) maintenance employees³ (after vetting those employees with the Advisory Committee and confirming that they do not have any ties to the prior Board members). At the time that he terminated those employees, the Receiver retrieved all Association property (cell phones, tablets, and keys) in their possession. The Receiver also changed the locks on the Association's facilities as necessary.

So as not to interrupt the management of the Association - and as a means to interact directly with homeowners to promptly address their questions, concerns and complaints⁴ - the Receiver immediately replaced the terminated employees with limited members of his team, which allowed the Receiver to keep the clubhouse open seven (7) days per week while he worked on hiring a property management company.

To further ensure that the Association's homeowners are heard, the Receiver also established the Hammocks Hotline (1-888-261-9020, hammockshotline@gmail.com), which is a bilingual hotline open from 9:00 a.m. until 5:00 p.m. on Monday through Friday and on Saturday

³ One of those employees recently retired.

⁴ As required by the Amended Appointment Order, on November 29, 2022, the Receiver also sent notice of his appointment to the homeowners.

from 10:00 a.m. until 4:00 p.m. That Hotline is supplemented with an Airtable database in which all calls are logged (categorized by issue) and the status of the Receiver's response to those calls is tracked. Homeowners are also able to rate their call experience. As of January 3, 2023, 2,010 calls have been processed and the Hotline's overall rating is 4.8 out of 5 service stars.

As yet another line of communication with the homeowners, the Receiver created a new interim website for the Association (hammockscommunityassociation.info), which is continuously updated with official communications from the Receiver.

b.

A New Beginning: An Independent Property Management Company

As most homeowners associations (particularly those as extensive as this Association) require a professional management company to adequately manage day-to-day operations, the Amended Appointment Order required that the Receiver hire a professional management company. Accordingly, after considering and interviewing multiple property management companies, on December 2, 2022, the Receiver hired FSR to manage the Association under the supervision of the Receiver. The Receiver's contract with FSR is attached as **Exhibit D**; as required by the Amended Appointment Order, that contract contains a 60-day cancellation provision. The transition to FSR has thus far been a success, as reflected by the overwhelming sentiment of homeowners conveyed to the Receiver.

On December 5, 2022, FSR was on site. Much of FSR's initial interactions with homeowners focused on the collection of maintenance fees (for the amount at which those fees were set before the prior Board improperly increased them in 2022). As a result of issues with the Association's auto-debit system, including some homeowners not being charged their maintenance fees, this month FSR will be creating accounts for homeowners on a new and improved system and, in the interim, the Receiver is waiving all maintenance late fees that result from this transition.

FSR has also fielded complaints and concerns by the homeowners that were conveyed to the Receiver and catalogued in the Association's Airtable database for a prompt response. FSR will be taking over the full-time management of that Airtable database on January 5, 2022, with training by EHRLink prior thereto, thereby obviating the need for any further work by EHRLink; FSR has assigned two (2) of its full-time employees and one (1) part-time employee to that database.

As FSR will be handling the Association's day-to-day bookkeeping, it has recommended that a new operating account be established, which the Receiver has opened at City National Bank. City National Bank is one of numerous banks with which FSR has an existing business relationship and, thus, City National Bank can have payment information populated directly into FSR's lockbox system, which distributes that information into FSR's homeowner ledgers and other accounting records for the Association.

To assist with nominal day-to-day expenses of operating the Association, the Receiver has also authorized FSR to utilize a Purchasing Card (or "P-Card"), which will be capped at \$1,500.

Under the authorization of the Receiver, FSR also began efforts to:

- investigate the Association's current utility expenses for any potential improprieties, *i.e.*, personal expenses of the prior Board members or related individuals/entities. It has already been determined that T-Mobile expenses of over \$600 per month are not legitimate expenses of the Association and, thus, the Receiver has sent a demand to T-Mobile to close all of those accounts; and
- improve the aesthetics of the clubhouse by using one of the maintenance personnel retained by the Receiver to paint portions of the interior of the Association's clubhouse, which the prior Boards allowed to deteriorate.

c.
A New Board

One of the most important duties of the Receiver is to conduct an election of a new Board of Directors to lead the Association into its new era. The Association's governing documents provide for Board elections in February of each year; however, given the work that needs to be performed in this Receivership prior to the next election, a February election is not feasible.

Accordingly, and with the input and agreement of the Advisory Committee, the Receiver intends to conduct the next election of the Association's Board in March 2023. In the interim, the Receiver will be working with Advisory Committee counsel SBK Legal to develop appropriate election rules and procedures - to ensure that election improprieties are a thing of the past for this Association - and timely conduct the election pursuant thereto. An appropriate motion will be filed for approval to conduct the election under the terms and conditions proposed by the Receiver.

d.
Rebeautifying the Association's Grounds

As directed by the Amended Appointment Order, the Receiver has hired a landscaping vendor to replace the prior "insider" landscaping vendor (Coco Landscaping).⁵

After vetting numerous potential vendors, the Receiver recently hired landscaping vendor Turf Management, which serviced the Association until approximately 10 years ago (when the Association became self-managed) and was recommended by one of the Advisory Committee members. The Receiver's contract with Turf is attached as **Exhibit E**; as required by the Amended Appointment Order, that contract contains a 60-day cancellation provision.

⁵ On December 22, 2022, the Receiver received correspondence from counsel for Coco Landscaping demanding payment of \$169,057.58 for purported outstanding invoices based on alleged contracts calling for annual payments by the Association exceeding \$1 million.

On December 21, 2022, Turf began work on the property, including tree sucker/limb work, which the Advisory Committee advised was neglected by the prior Board members and presented safety/liability issues, as well as mowing throughout the Association. As is the case with FSR, the feedback that the Receiver has received from homeowners regarding Turf's hiring and work thus far (as communicated by the Advisory Committee) has been overwhelmingly positive.

To further improve the aesthetics of the property in the Association, the Receiver has reestablished an Architectural Committee comprised of two (2) members of the Advisory Committee as well as the Receiver's counsel. The Architectural Committee has already begun addressing various issues in the Hammocks community (including fencing and roofing of individual homes) and will continue to do so going forward.

e.

Ensuring the Safety and Security of the Homeowners and Their Property

As noted above, the prior Board members improperly utilized in-house security personnel as a means to intimidate homeowners and keep them silent. Those security employees were terminated by the Receiver shortly after his appointment. To protect against any such misuse of security personnel in the future, and to minimize the Association's liability, the Receiver determined that the best option for the Association was to hire an independent security company.

After considering and interviewing multiple candidates, the Receiver has selected Elite, which is based in Miami-Dade County and will provide 24-hour security to the Association (with two (2) guards on each shift). The Receiver is still negotiating pricing with Elite and, thus, has not yet finalized the contract. Elite is expected to begin providing services to the Association the week on January 23rd.

4.

Lawsuits Involving the Association

In order to identify litigation involving the Association, the Receiver has: 1) canvassed the Miami-Dade County Clerk of Court's online docket; and, 2) on December 16, 2022, sent correspondence to all counsel (six (6) in total) who the Receiver is aware previously represented the Association, demanding that they identify all matters in which they have represented the Association (or involving the Association of which they are otherwise aware), provide their files for each such matter, and identify all monies of the Association that they are holding in trust. With regard to those other counsel, four (4) advised that they have not represented the Association in years (ranging from 2015-2018), one (Alfaro & Fernandez, P.A.) has responded and provided the information requested, and one other (Paul Arcia, Esq.) has advised that he soon will be providing the Receiver with his files.

Based upon the foregoing, the Receiver has thus far identified over 120 lawsuits filed by or against the Association since 2013.

One of those cases is an appeal by the Association from the United States Bankruptcy Court for the Southern District of Florida to the United States District Court for the Southern District of Florida, styled *Hammocks Community Association, Inc., et al. v. Josue Cepero, et al.*, Case No. 21-cv-22821-RKA. That appeal arises from a judgment entered by the Bankruptcy Court against the Association and former Board member Marglli Gallego for \$288,437.60 (including \$25,000 in compensatory damages, \$83,190 in punitive damages, and the remainder in attorneys' fees) following evidentiary hearings on motions for contempt. The basis of those motions was alleged harassment of the subject homeowners by Ms. Gallego. Upon becoming aware of that appeal, Receiver's counsel filed a Notice of Appearance together with a Notice of Filing the Amended Appointment Order.

The Association's Initial Brief was filed on November 7, 2022, prior to this Receivership. The Court subsequently extended the time for Appellees to file their Answer Brief and the Association to file its Reply Brief but did not stay the case; the Appellees filed their Answer Brief on December 19, 2022, and the Association's Reply Brief is currently due January 24, 2023. The Receiver's counsel is currently in discussions with Appellee's counsel to attempt to resolve that matter on favorable terms.

With regard to the remainder of the active lawsuits, the Receiver is in the process of evaluating any necessary actions to take in those cases, including dismissing any meritless lawsuits filed by the Association. In the interim, in some of those cases Orders were recently entered granting the Association's prior counsel's motions to withdraw, thereby requiring the Receiver's counsel to file a Notice of Appearance. The Receiver will also file motions to stay in those cases. In some other active cases, hearings on motions to withdraw are upcoming, which hearings the Receiver's counsel will attend.

Pursuant to the Amended Appointment Order, the Receiver also continues to investigate: 1) prior foreclosure actions to determine whether any self-dealing by the prior Board members or any related "insiders" occurred with regard thereto; 2) the prior representation of the Association, including the propriety of any referrals to the Florida Bar, contempt proceedings, or litigation; and, 3) the existence of any other pending actions and attorney representations involving the Association.

D. **CONCLUSION**

The Receiver and his professionals appreciate the opportunity to assist the Court in this matter. Significant efforts have already yielded progress, but the Receiver and his professionals will continue their efforts, as discussed herein, to fulfill the Receiver's duties under the Court's

Orders, with the focus on affording the most cost-effective business operations to ultimately resolve all open issues as quickly as possible and turn the Association back over to the homeowners.

II.
**RECEIVER’S APPLICATION FOR ORDER AUTHORIZING
PAYMENT OF FEES AND EXPENSES AND FOR AUTHORIZATION
TO DISTRIBUTE FUNDS PURSUANT TO THE APPOINTMENT ORDER**

As detailed in the Receiver’s Initial Report and Inventory in Section (I), *supra*, to assist in carrying out his duties, and as authorized by the Amended Appointment Order, the Receiver: 1) retained Lead Counsel to assist with legal matters, including preparation and filing of court documents, and operating the Association; 2) retained EHRlinked to establish and operate the Hammocks Hotline (and to train FSR to take over the operation of same) as well as to create and periodically update the Association’s interim website; and, 3) authorized SBK Legal, Michael S. Kaufman, Esq., and The Morgan Law Group (collectively, the “Advisory Committee Counsel”) to jointly represent the Advisory Committee and, in that regard, work with the Receiver and assist with the operation of the Association under the supervision of the Receiver.

The fees incurred by the Receiver’s office, Lead Counsel, EHRlinked, and the Advisory Committee counsel are reflected on the invoices attached hereto as **Composite Exhibit F** and reflect the time entries and work performed by the Receiver and his professionals for the benefit of the Association during the Application Period (November 17, 2022 through December 15, 2022) as well as the Receiver’s reductions thereto.

As reflected in Composite Exhibit F, during the Application Period: 1) the Receiver’s office incurred fees in the amount of \$83,150.00, which the Receiver has reduced by twelve percent (12%) to \$73,172.00, and costs in the amount of \$33.35, for a total of \$73,205.35 ; 2) Lead Counsel has incurred fees in the amount of \$107,977.50, which the Receiver has reduced by eleven percent

(11%) to \$96,162.50, and costs in the amount of \$1,957.57, for a total of \$98,120.07; 3) EHRLinked incurred fees in the amount of \$43,047.41, which the Receiver has reduced by nineteen percent (19%) to \$35,112.41; 4) Advisory Committee counsel Michael S. Kaufman, Esq. incurred fees in the amount of \$11,200.00, which the Receiver has reduced by one percent (1%) to \$11,100.00; 5) Advisory Committee counsel SBK Legal incurred fees in the amount of \$24,830.00, which the Receiver has reduced by ten percent (10%) to \$22,457.50, and costs in the amount of \$8,643.55, for a total of \$31,101.05; and, 6) Advisory Committee counsel The Morgan Law Group incurred fees in the amount of \$60,542.50, which the Receiver has reduced by eighteen percent (18%) to \$49,782.49, and costs in the amount of \$14.99, for a total of \$49,797.48.

At this time, the Receiver is seeking approval and authorization for payment of all such fees (at the reduced amounts) and costs, such that payment at this time would total \$298,436.36.

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 I, Lead Counsel, EHRLinked, and/or Advisory Committee 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 me, Lead Counsel, EHRLinked, or Advisory Committee Counsel, as applicable, by the third-party vendor and paid by me, Lead Counsel, EHRLinked, and/or Advisory Committee Counsel, as applicable, to such vendor. To the extent that such services were performed by me as Receiver, Lead Counsel, EHRLinked, and/or Advisory Committee Counsel, I certify that I, Lead Counsel, EHRLinked, and/or the Advisory Committee Counsel, as applicable, am/is not making a profit on such reimbursable service.

/s/ David M. Gersten
THE HONORABLE DAVID M. GERSTEN
(RETIRED)
COURT-APPOINTED RECEIVER

WHEREFORE, the Honorable David M. Gersten (Retired), as Court-appointed Receiver, respectfully requests that the Court enter an order: (1) approving and authorizing payment of fees and costs to Receiver's office of \$73,205.35, to Lead Counsel of \$98,120.07, to EHRLinked of \$35,112.41, to Michael S. Kaufman, Esq. of \$11,100, to SBK Legal of \$31,101.05, and to The Morgan Law Group of \$49,797.48, incurred during the Application Period (November 17, 2022 through December 15, 2022); and (2) granting such further relief as the Court deems just and proper.

Respectfully submitted this 4th day of January, 2023.

GORDON REES SCULLY MANSUKHANI LLP

*Counsel for Court-Appointed Receiver
The Honorable David M. Gersten (Retired)*

100 SE 2nd Street, Suite 3900

Miami, Florida 33131

Telephone: (305) 428-5300

Facsimile: (877) 634-7245

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By: s/ Eric R. Thompson

Eric R. Thompson, Esq.

Florida Bar No. 888931

**DAMIAN & VALORI LLP | CULMO TRIAL
ATTORNEYS**

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By: s/ Melanie E. Damian

Melanie E. Damian, Esq.

Florida Bar No. 0099392

Kenneth Dante Murena, Esq.

Florida Bar No. 0147486

Russell Landy, Esq.

Florida Bar No. 0044417

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 4, 2023, a true and correct copy of the foregoing was filed electronically using the Court's electronic filing system, which will send notice and a copy of this filing to all counsel of record listed in the Florida Courts E-Filing Portal.

/s/ Eric R. Thompson
Eric R. Thompson, Esq.

COMPOSITE
EXHIBIT A



Last statement: September 30, 2022
 This statement: October 31, 2022
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Pab Premier Business Money Mkt

Account number	REDACTED	Beginning balance	\$133,812.02
Low balance	\$133,812.02	Total additions	45.47
Average balance	\$133,812.02	Total subtractions	0.00
Avg collected balance	\$133,812.00	Ending balance	\$133,857.49
Interest paid year to date	\$432.73		

CREDITS

Date	Description	Control number	Additions
10-31	Interest Credit	0000000000000000	45.47

DAILY BALANCES

Date	Balance	Date	Balance
09-30	133,812.02	10-31	133,857.49

OVERDRAFT/RETURN ITEM FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00






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- SUBTRACT ANY ITEMS THAT APPEAR ON THIS STATEMENT BUT THAT DO NOT APPEAR IN YOUR CHECKBOOK.

1	<p>Enter the balance shown on this statement.</p> <p>The balance is the Ending Total found in the "Daily Activity" section of your statement.</p>	<p>\$</p> 
2	<p>Total all outstanding deposits that appear in your checkbook <i>but that do not appear on this statement</i>.</p> <p>(Use Chart A to easily add up your outstanding deposits.)</p>	<p>\$</p> 
3	<p>Add the totals from Steps 1 and 2. Enter it here.</p>	<p>\$</p> 
4	<p>Total all outstanding withdrawals that appear in your checkbook <i>but that do not appear on this statement</i>.</p> <p>(Use Chart B to easily add up your outstanding withdrawals.)</p>	<p>\$</p> 
5	<p>Subtract the total in Step 4 from, the total in Step 3.</p>	<p>\$</p> 

This should be the Balance In your Checkbook

CHART A

	OUTSTANDING DEPOSIT	DEPOSIT AMOUNT	
Example:	Deposit	\$ 100	50
TOTAL:		\$	

CHART B

	OUTSTANDING WITHDRAWAL	WITHDRAWAL AMOUNT	
Example:	Debit Credit Purchase	\$ 100	50
TOTAL:		\$	

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

(FOR CONSUMER ACCOUNTS ONLY. FOR BUSINESS ACCOUNTS, PLEASE REFER TO THE BUSINESS BANKING DISCLOSURE AND AGREEMENT) WRITE US AT THE ADDRESS OR CALL US AT THE TELEPHONE NUMBER ON THE FRONT OF THIS STATEMENT AS SOON AS YOU CAN.

If you think your statement or a receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error and the date it appears on your statement.

We will investigate your complaint and will correct any error promptly. We will tell you the results of our investigation within 10 business days after we hear from you (20 business days if the transfer involved a new account). An account is considered new for 30 days after the first deposit is made. However, if we need more time, we may take up to 45 days to investigate your complaint or question (90 days if the transfer involved a new account, point of sale card transaction or a transfer that was initiated outside the U.S.) if we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If we ask you to put your complaint or question in writing and you fail to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you. We will tell you the results of our investigation within three business days after completing our investigation.

LOST OR STOLEN ATM OR DEBIT CARD: If your ATM or Debit Card is lost or stolen, in order to protect your rights, you must report it immediately by calling our Customer Care Center at the phone number on the front of this statement. (FOR DEBIT CARDS ONLY) When our Customer Care Center is closed, you may call Mastercard® directly at 1-800-307-7309 to report your Debit Card lost or stolen and then contact us on the following business day to arrange a replacement card.

"The Check Clearing for the 21 Century Act or "Check 21" effective as of October 28, 2004, allows banks to replace original checks with "substitute checks". A substitute check is the legal equivalent of an original check. You can use it the same way you would use the original check". You may use a substitute check as proof of payment just like the original check. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). If you believe that you have suffered a loss related to a substitute check that you received and that was posted to your account, please contact us. You may call Customer Care Center at 1-800-377-0800 during the hours of 7:30 am – 12:00 am ET, Monday through Friday and 9:00 am – 6:00 pm ET, Saturday and Sunday or in writing at Popular, Attn: Customer Care Center P.O. Box 4906 Miami Lakes, FL 33014. You may also contact Popular via Teletypewriter (TTY/TDD) for account information and services at 1-888-801-4871. You must contact us within 14 calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why a substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/ or the following information to help us identify the substitute check: information such as the check number, the name of the person who wrote the check, and the amount of the check.



Last statement: September 30, 2022
 This statement: October 31, 2022
 Total days in statement period: 31

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Pab Commercial Checking

Account number	REDACTED	Beginning balance	\$197.46
Low balance	\$197.46	Total additions	0.00
Average balance	\$197.46	Total subtractions	.00
Avg collected balance	\$197.00	Ending balance	\$197.46

**** No Activity this statement period ****

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total overdraft fees	\$0.00	\$0.00
Total returned item fees	\$0.00	\$0.00

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3	<p>Add the totals from Steps 1 and 2. Enter it here.</p>	<p>\$</p>
4	<p>Total all outstanding withdrawals that appear in your checkbook <i>but that do not appear on this statement</i>.</p> <p>(Use Chart B to easily add up your outstanding withdrawals.)</p>	<p>\$</p>
5	<p>Subtract the total in Step 4 from, the total in Step 3.</p>	<p>\$</p>

This should be the Balance In your Checkbook

CHART A

OUTSTANDING DEPOSIT	DEPOSIT AMOUNT	
Example: Deposit	\$	100 50
TOTAL:	\$	

CHART B

OUTSTANDING WITHDRAWAL	WITHDRAWAL AMOUNT	
Example: Debit Credit Purchase	\$	100 50
TOTAL:	\$	

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- (3) Tell us the dollar amount of the suspected error and the date it appears on your statement.

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Pab Business Interest Checking

Account number	REDACTED	Beginning balance	\$57,177.39
Enclosures	1	Total additions	102,150.67
Low balance	\$19,614.33	Total subtractions	85,433.59
Average balance	\$52,698.31	Ending balance	\$73,894.47
Avg collected balance	\$47,567.00		
Interest paid year to date	\$5.72		

CHECKS

Number	Date	Amount	Control
388	10-12	40,000.00	000007069136990

OTHER DEBITS

Date	Description	Subtractions
10-11	'Debit Memo LOCKBOX CHARGESSEPT 2022 000267001010150019	300.00
10-11	'Automatic Ln Paymt AUTOMATIC LOAN PAY 000000000000000000	44,353.59
10-13	'Preauthorized Wd PropayTransfer221013 000091000017826742	210.00
10-14	'Deposit Return Item SEQ# 99000068REFER TO MAKERCHK# 1525 000000001014125504	170.00
10-14	'Deposit Return Item SEQ# 99000014NSFCHK# 5014 000000001014125505	400.00






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3	<p>Add the totals from Steps 1 and 2. Enter it here.</p>	<p>\$</p> 
4	<p>Total all outstanding withdrawals that appear in your checkbook <i>but that do not appear on this statement</i>.</p> <p>(Use Chart B to easily add up your outstanding withdrawals.)</p>	<p>\$</p> 
5	<p>Subtract the total in Step 4 from, the total in Step 3.</p>	<p>\$</p> 

This should be the Balance In your Checkbook

CHART A

OUTSTANDING DEPOSIT	DEPOSIT AMOUNT	
Example: Deposit	\$	100 50
TOTAL:	\$	

CHART B

OUTSTANDING WITHDRAWAL	WITHDRAWAL AMOUNT	
Example: Debit Credit Purchase	\$	100 50
TOTAL:	\$	

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

(FOR CONSUMER ACCOUNTS ONLY. FOR BUSINESS ACCOUNTS, PLEASE REFER TO THE BUSINESS BANKING DISCLOSURE AND AGREEMENT) WRITE US AT THE ADDRESS OR CALL US AT THE TELEPHONE NUMBER ON THE FRONT OF THIS STATEMENT AS SOON AS YOU CAN.

If you think your statement or a receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error and the date it appears on your statement.

We will investigate your complaint and will correct any error promptly. We will tell you the results of our investigation within 10 business days after we hear from you (20 business days if the transfer involved a new account). An account is considered new for 30 days after the first deposit is made. However, if we need more time, we may take up to 45 days to investigate your complaint or question (90 days if the transfer involved a new account, point of sale card transaction or a transfer that was initiated outside the U.S.) if we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If we ask you to put your complaint or question in writing and you fail to give us the required written confirmation of your complaint or question, then we may not credit your account or we may revoke the provisional credit we previously gave to you. We will tell you the results of our investigation within three business days after completing our investigation.

LOST OR STOLEN ATM OR DEBIT CARD: If your ATM or Debit Card is lost or stolen, in order to protect your rights, you must report it immediately by calling our Customer Care Center at the phone number on the front of this statement. (FOR DEBIT CARDS ONLY) When our Customer Care Center is closed, you may call Mastercard® directly at 1-800-307-7309 to report your Debit Card lost or stolen and then contact us on the following business day to arrange a replacement card.

"The Check Clearing for the 21 Century Act or "Check 21" effective as of October 28, 2004, allows banks to replace original checks with "substitute checks". A substitute check is the legal equivalent of an original check. You can use it the same way you would use the original check". You may use a substitute check as proof of payment just like the original check. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). If you believe that you have suffered a loss related to a substitute check that you received and that was posted to your account, please contact us. You may call Customer Care Center at 1-800-377-0800 during the hours of 7:30 am – 12:00 am ET, Monday through Friday and 9:00 am – 6:00 pm ET, Saturday and Sunday or in writing at Popular, Attn: Customer Care Center P.O. Box 4906 Miami Lakes, FL 33014. You may also contact Popular via Teletypewriter (TTY/TDD) for account information and services at 1-888-801-4871. You must contact us within 14 calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why a substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/ or the following information to help us identify the substitute check: information such as the check number, the name of the person who wrote the check, and the amount of the check.



CREDITS

Date	Description	Additions
10-03	'Lock Box Deposit 000000007068549110	2,998.00
10-04	'Lock Box Deposit 000000007068647450	14,143.00
10-05	'Preauthorized Credit PropayTransfer221005 000091000016439993	200.00
10-05	'Lock Box Deposit 000000007068765410	3,293.00
10-06	'Lock Box Deposit 000000007068876180	5,566.29
10-07	'Preauthorized Credit PropayTransfer221007 000091000012911461	340.00
10-07	'Lock Box Deposit 000000007068966940	1,680.00
10-11	'Preauthorized Credit PropayTransfer221011 000091000014500479	175.00
10-11	'Lock Box Deposit 000000007034590110	6,575.00
10-12	'Lock Box Deposit 000000007034707540	12,120.24
10-13	'Lock Box Deposit 000000007034795330	3,633.00
10-14	'Lock Box Deposit 000000007034878960	3,405.00
10-17	'Preauthorized Credit PropayTransfer221017 000091000017245698	170.00
10-17	'Lock Box Deposit 000000007069374440	535.00
10-18	'Lock Box Deposit 000000007035088350	547.67
10-19	'Lock Box Deposit 000000007069455540	510.00
10-20	'Lock Box Deposit 000000007069534740	350.00
10-21	'Lock Box Deposit 000000007035226760	212.67
10-24	'Preauthorized Credit AIBILLPAYMC BILLPAY 221024 5 000113024160004973	94.00
10-24	'Lock Box Deposit 000000007069636230	1,540.00
10-25	'Preauthorized Credit AIBILLPAYMC BILLPAY 221025 5 000113024160054643	850.00
10-25	'Lock Box Deposit 000000007035390430	31,198.31
10-26	'Preauthorized Credit AIBILLPAYMC BILLPAY 221026 5 000113024160012788	1,065.00



Date	Description	Additions
10-27	'Preauthorized Credit AIBILLPAYMC BILLPAY 221027 5 000113024160022746	8,823.02
10-28	'Preauthorized Credit AIBILLPAYMC BILLPAY 221028 5 000113024160015349	1,403.00
10-28	'Lock Box Deposit 000000007035562230	170.00
10-31	'Preauthorized Credit AIBILLPAYMC BILLPAY 221031 5 000113024160010972	552.67
10-31	'Interest Credit 000000000000000000	0.80

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
09-30	57,177.39	10-12	19,614.33	10-21	28,197.67
10-03	60,175.39	10-13	23,037.33	10-24	29,831.67
10-04	74,318.39	10-14	25,872.33	10-25	61,879.98
10-05	77,811.39	10-17	26,577.33	10-26	62,944.98
10-06	83,377.68	10-18	27,125.00	10-27	71,768.00
10-07	85,397.68	10-19	27,635.00	10-28	73,341.00
10-11	47,494.09	10-20	27,985.00	10-31	73,894.47

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



HAMMOCKS COMMUNITY ASSOCIATION, INC.
October 31, 2022

Page 4 of 4
REDACTED

HAMMOCKS COMMUNITY ASSOC INC 9320 HAMMOCKS BLVD MIAMI FL 33188		CHECK NO. 0388	CHECK DATE 10/12/22	VOIDING NO. 1504
FORTY THOUSAND AND 00/100 DOLLARS		CHECK AMOUNT		*****40,000.00
PAY TO THE ORDER OF THE HAMMOCKS COMMUNITY ASSOC		[Signature]		
⑆000 888⑆ REDACTED		[Stamp]		

Check # 0388, Posted 10-12-22, Amount 40,000.00



TD Bank
America's Most Convenient Bank®
P.O. Box 1880
Cherry Hill, NJ 08034

tdbank.com

November 30, 2022

Melanie E. Damian, Esq
1000 Brickell Avenue
Suite 1020
Miami, FL 33131

Re: Ana Danton v Hammocks Community Association Incorporated
Case No. : 2022-007798-CA-01
TD Bank reference number: 1068376

Dear Sir or Madam:

This letter is to inform you that after a review, pursuant to 31 CFR Part 212, the following accounts may have been frozen in compliance with the Order served on the bank in connection with the above referenced matter. Please note, for any defendant not appearing in the following list, no account was located.

Account	Name	Amount
REDACTED	Hammocks Community Association Inc	\$115,271.29
Total	\$115,271.29	

Should you have additional questions, please call me at (856) 380-2675.

Sincerely,

TD Bank, N.A.
Levy Department
P.O. Box 1880
Cherry Hill, NJ 08034





999-99-99-99 41141 1 C 001 30 S 55 004
 HAMMOCKS COMMUNITY ASSOCIATION
 INC / OPERATING ACCT
 C/O HAMMOCKS COMMUNITY ASSOCIATION INC
 9020 HAMMOCKS BLVD
 MIAMI FL 33196-1301

Your account statement

For 11/30/2022

Contact us



Truist.com



(844) 4TRUIST or
 (844) 487-8478

■ ASSOC SVCS INTEREST CHECKING REDACTED

Account summary

Your previous balance as of 10/31/2022	\$55,618.00
Checks	- 30,000.00
Other withdrawals, debits and service charges	- 8,027.03
Deposits, credits and interest	+ 28,314.85
Your new balance as of 11/30/2022	= \$45,905.82

Interest summary

Interest paid this statement period	\$0.44
2022 interest paid year-to-date	\$3.38
Interest rate	0.01%

Checks

DATE	CHECK #	AMOUNT(\$)
11/14	80	30,000.00
Total checks		= \$ 30,000.00

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
11/08	ACH CORP DEBIT ALLY PAYMT ALLY Hammocks Community CUSTOMER ID REDACTED	330.08
11/09	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	55.66
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	23.89
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	28.23
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	28.23
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	30.00
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	30.79
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	30.98
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	30.98
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	31.55
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	36.60
11/15	INTERNET PAYMENT ELEC PYMT FPL DIRECT DEBIT 9514943407 WEBI	94.00
11/15	ACH CORP DEBIT ALLY PAYMT ALLY Hammocks Community CUSTOMER ID REDACTED	463.19
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	659.14
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	823.73
11/15	MERCH FEE TRUIST MERCHANT HAMMOCKS COMMUNITY REDACTED	1,212.68
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	28.23
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	28.23
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	30.31
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	31.88
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	34.03
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	34.51
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	34.65
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA THE HAMMOCKS COMMUNITY	217.08

continued

		AMOUNT(\$)
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	281.06
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	394.40
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	397.28
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	571.90
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	838.70
11/16	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	1,164.28
11/29	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	30.76
Total other withdrawals, debits and service charges		= \$8,027.03

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
11/01	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER IDREDACTED REDACTED	405.90
11/02	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER IDREDACTED REDACTED	2,411.08
11/03	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER IDREDACTED REDACTED	1,405.17
11/04	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER ID REDACTED REDACTED	1,731.60
11/07	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER IDREDACTED REDACTED	1,399.39
11/08	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER IDREDACTED REDACTED	2,918.67
11/09	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER IDREDACTED REDACTED	3,760.76
11/10	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER ID REDACTED REDACTED	2,717.94
11/14	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER IDREDACTED REDACTED	2,045.24
11/14	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER IDREDACTED REDACTED	2,402.98
11/15	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER ID REDACTED REDACTED	3,230.11
11/16	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER ID REDACTED REDACTED	2,274.75
11/17	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER ID REDACTED REDACTED	696.12
11/18	DEPOSIT TRUIST MERCHANT HAMMOCKS COMMUNITY CUSTOMER IDREDACTED REDACTED	914.70
11/30	INTEREST PAYMENT	0.44
Total deposits, credits and interest		= \$28,314.85



Questions, comments or errors?

For general questions/comments or to report errors about your statement or account, please call us at 1-844-4TRUIST (1-844-487-8478) 24 hours a day, 7 days a week. Truist Contact Center teammates are available to assist you from 8am 8pm EST Monday-Friday and 8am 5pm EST on Saturday. You may also contact your local Truist branch. To locate a Truist branch in your area, please visit Truist.com.

Electronic fund transfers (For Consumer Accounts Only. Commercial Accounts refer to the Commercial Bank Services Agreement.)

Services such as Bill Payments and Zelle® are subject to the terms and conditions governing those services, which may not provide an error resolution process in all cases. Please refer to the terms and conditions for those services.

In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, IMMEDIATELY call 1-844-487-8478 or write to:

Fraud Management
P.O. Box 1014
Charlotte, NC 28201

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or transfer you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and point-of-sale transactions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, minus a maximum of \$50. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not re-credit your account and you will not have use of the money during the time it takes us to complete our investigation.

Tell us AT ONCE if you believe your access device has been lost or stolen, or someone may have electronically transferred money from your account without your permission, or someone has used information from a check to conduct an unauthorized electronic fund transfer. If you tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, and we can prove we could

have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as \$500. Also, if your periodic statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time.

Important information about your Truist Ready Now Credit Line Account

Once advances are made from your Truist Ready Now Credit Line Account, an INTEREST CHARGE will automatically be imposed on the account's outstanding "Average daily balance." The INTEREST CHARGE is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid INTEREST CHARGE. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing Rights Summary

In case of errors or questions about your Truist Ready Now Credit Line statement

If you think your statement is incorrect, or if you need more information about a Truist Ready Now Credit Line transaction on your statement, please call 1-844-4TRUIST or visit your local Truist branch. To dispute a payment, please write to us on a separate sheet of paper at the following address:

Card and Direct to Consumer Lending
PO Box 200
Wilson NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits

If you wish to mail a deposit, please send a deposit ticket and check to your local Truist branch. Visit Truist.com to locate the Truist branch closest to you. Please do not send cash.

Change of address

If you need to change your address, please visit your local Truist branch or call Truist Contact Center at 1-844-4TRUIST (1-844-487-8478).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1.	List the new balance of your account from your latest statement here:				
2.	Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:				
3.	Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:				
4.	Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:				
		Outstanding Deposits and Other Credits (Section B)			
5.	Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.	Date/Type	Amount	Date/Type	Amount

For more information, please contact your local Truist branch, visit Truist.com or contact us at 1-844-4TRUIST (1-844-487-8478). MEMBER FDIC



HAMMOCKS COMMUNITY ASSOC INC
 9520 HAMMOCKS BLVD.
 Miami FL 33198

CHECK NO. 000080 CHECK DATE 11/14/22 VENDOR NO. HCAI

THIRTY THOUSAND AND 00/100 DOLLARS *****30,000.00

CHECK AMOUNT *****30,000.00

PAY TO THE ORDER OF THE HAMMOCKS COMMUNITY ASSOC

AUTHORIZED SIGNATURE

⑈000080⑈ REDACTED

CHECK#:80 \$30,000.00

357820072320 143336 REDACTED
 TRN_DEBIT MIVARELA 30000 00
 Miami-West Kendall 3578 94004 3578 0005 0080

⑈000080⑈

Signature: *Mivarela*
 Date: 11/30/22



884-06-01-00 50266 0 C 001 30 S 55 004
HAMMOCKS COMMUNITY ASSOCIATION INC
PUBLIC EVENTS
9020 HAMMOCKS BLVD
MIAMI FL 33196-1301

Your account statement

For 11/30/2022

Contact us



Truist.com



(844) 4TRUIST or
(844) 487-8478

■ BUSINESS VALUE 200 CHECKING REDACTED

Account summary

Your previous balance as of 10/31/2022	\$2,913.31
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.00
Your new balance as of 11/30/2022	= \$2,913.31

Questions, comments or errors?

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Important information about your Truist Ready Now Credit Line Account

Once advances are made from your Truist Ready Now Credit Line Account, an INTEREST CHARGE will automatically be imposed on the account's outstanding "Average daily balance." The INTEREST CHARGE is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid INTEREST CHARGE. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing Rights Summary

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3.	Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:				
4.	Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:				
		Outstanding Deposits and Other Credits (Section B)			
5.	Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.	Date/Type	Amount	Date/Type	Amount

For more information, please contact your local Truist branch, visit Truist.com or contact us at 1-844-4TRUIST (1-844-487-8478). MEMBER FDIC



884-06-01-00 50266 0 C 001 30 S 55 004
HAMMOCKS COMMUNITY ASSOCIATION INC
PAYROLL
9020 HAMMOCKS BLVD
MIAMI FL 33196-1301

Your account statement

For 11/30/2022

Contact us



Truist.com



(844) 4TRUIST or
(844) 487-8478

■ BUSINESS VALUE 200 CHECKING REDACTED

Account summary

Your previous balance as of 10/31/2022	\$208,801.87
Checks	- 0.00
Other withdrawals, debits and service charges	- 239,334.09
Deposits, credits and interest	+ 100,000.00
Your new balance as of 11/30/2022	= \$69,467.78

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
11/08	ACH CORP DEBIT ADP - FEES ADP PAYROLL FEES Hammocks Community Ass CUSTOMER ID REDACTED REDACTED	142,504.56
11/18	ACH CORP DEBIT ADP - FEES ADP PAYROLL FEES Hammocks Community Ass CUSTOMER ID REDACTED REDACTED	96,829.53
Total other withdrawals, debits and service charges		= \$239,334.09

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
11/14	TRUIST ONLINE TRANSFER ONLINE FROM REDACTED	100,000.00
Total deposits, credits and interest		= \$100,000.00

Questions, comments or errors?

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In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, IMMEDIATELY call 1-844-487-8478 or write to:

Fraud Management
P.O. Box 1014
Charlotte, NC 28201

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or transfer you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and point-of-sale transactions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, minus a maximum of \$50. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not re-credit your account and you will not have use of the money during the time it takes us to complete our investigation.

Tell us AT ONCE if you believe your access device has been lost or stolen, or someone may have electronically transferred money from your account without your permission, or someone has used information from a check to conduct an unauthorized electronic fund transfer. If you tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, and we can prove we could

have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as \$500. Also, if your periodic statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time.

Important information about your Truist Ready Now Credit Line Account

Once advances are made from your Truist Ready Now Credit Line Account, an INTEREST CHARGE will automatically be imposed on the account's outstanding "Average daily balance." The INTEREST CHARGE is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid INTEREST CHARGE. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing Rights Summary

In case of errors or questions about your Truist Ready Now Credit Line statement

If you think your statement is incorrect, or if you need more information about a Truist Ready Now Credit Line transaction on your statement, please call 1-844-4TRUIST or visit your local Truist branch. To dispute a payment, please write to us on a separate sheet of paper at the following address:

Card and Direct to Consumer Lending
PO Box 200
Wilson NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits

If you wish to mail a deposit, please send a deposit ticket and check to your local Truist branch. Visit Truist.com to locate the Truist branch closest to you. Please do not send cash.

Change of address

If you need to change your address, please visit your local Truist branch or call Truist Contact Center at 1-844-4TRUIST (1-844-487-8478).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1.	List the new balance of your account from your latest statement here:				
2.	Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:				
3.	Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:				
4.	Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:				
Outstanding Deposits and Other Credits (Section B)					
5.	Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.	Date/Type	Amount	Date/Type	Amount

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884-06-01-00 50266 2 C 001 30 S 66 002
HAMMOCKS COMMUNITY ASSOCIATION INC
OPERATING ACCT
9020 HAMMOCKS BLVD
MIAMI FL 33196-1301

Your account statement

For 11/30/2022

Contact us



Truist.com



(844) 4TRUIST or
(844) 487-8478

■ TRUIST DYNAMIC BUSINESS CHECKING REDACTED

Account summary

Your previous balance as of 10/31/2022	\$38,221.30
Checks	- 60,000.00
Other withdrawals, debits and service charges	- 49,763.94
Deposits, credits and interest	+ 143,094.15
Your new balance as of 11/30/2022	= \$71,551.51

Checks

DATE	CHECK #	AMOUNT(\$)
11/04	4364	50,000.00
11/14	4365	10,000.00
Total checks		= \$ 60,000.00

Other withdrawals, debits and service charges

DATE	DESCR PTION	AMOUNT(\$)
11/01	INTERNET PAYMENT PAYMENT VISA REDACTED	358.18
11/01	INTERNET PAYMENT PAYMENT VISA REDACTED	878.85
11/02	BUS ONLINE CREDIT CARD PMT PAYMENT TO CREDIT CARD REDACTED 11-02-22	922.61
11/03	INTERNET PAYMENT PAYMENT VISA REDACTED	269.58
11/07	ACH CORP DEBIT Return Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	178.00
11/07	ACH CORP DEBIT REDACTED TOPS SOFTWARE LL HAMMOCKS COMMUNITY A CUSTOMER ID REDACTED	300.00
11/07	ACH CORP DEBIT REDACTED TOPS SOFTWARE LL HAMMOCKS COMMUNITY A CUSTOMER ID REDACTED	1,100.00
11/07	BUS ONLINE CREDIT CARD PMT PAYMENT TO CREDIT CARD REDACTED 11-07-22	3,872.33
11/08	ACH CORP DEBIT Return Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	89.00
11/08	INTERNET PAYMENT PAYMENT VISAREDACTED	854.85
11/08	INTERNET PAYMENT PAYMENT VISA REDACTED	1,297.58
11/10	ACH CORP DEBIT INSURANCE FIRST INSURANCE The Hammocks Community CUSTOMER ID REDACTED	9,078.78
11/10	BUS ONLINE CREDIT CARD PMT PAYMENT TO CREDIT CARD REDACTED 11-10-22	2,572.27
11/14	PAYMENT 1424 Extra Space 8028	563.73
11/14	INTERNET PAYMENT PAYMENT VISAREDACTED	453.19
11/14	INTERNET PAYMENT PAYMENT VISA REDACTED	794.53
11/14	BUS ONLINE CREDIT CARD PMT PAYMENT TO CREDIT CARD REDACTED 11-14-22	3,460.65
11/15	ELEC PYMT FPL DIRECT DEBIT PPDA HAMMOCKS COMMUNITY ASS	30.76

continued

■ TRUIST DYNAMIC BUSINESS CHECKING REDACTED (continued)

DATE	DESCR PTION	AMOUNT(\$)
11/15	625547783 COMCAST 8495600 8419 HAMMOCKS *INC	158.25
11/15	RECURRING INTERNET PAYMENT PCS SVC T-MOBILE 8396598	1,066.79
11/15	INTERNET PAYMENT PAYMENT VISA REDACTED	45.67
11/15	INTERNET PAYMENT PAYMENT VISA REDACTED	547.36
11/15	ACH CORP DEBIT WEF Cntrpmt WEF HAMMOCKS COMMUNITY ASS CUSTOMER ID REDACTED	837.40
11/15	ACH CORP DEBIT WEF Cntrpmt WEF HAMMOCKS COMMUNITY ASS CUSTOMER ID REDACTED	1,122.74
11/16	PAYMENT 1424 Extra Space 5526	427.41
11/16	CASH CONC NAVITAS CREDIT C 6102 HAMMOCKS COMMUNITY ASS	4,502.61
11/16	CASH CONC NAVITAS CREDIT C 7847 HAMMOCKS COMMUNITY ASS	4,539.57
11/16	BUS ONLINE CREDIT CARD PMT PAYMENT TO CREDIT CARD REDACTED 11-16-22	206.57
11/17	ACH CORP DEBIT Return Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	170.00
11/17	INTERNET PAYMENT PAYMENT VISA REDACTED	1,086.17
11/18	ACH CORP DEBIT Return Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	90.67
11/18	ACH RETURN	170.00
11/21	ACH RETURN	869.70
11/21	SERVICE CHARGES - PRIOR PERIOD	274.00
11/22	ACH RETURN	1,848.01
11/23	PAYMENT 1424 Extra Space 7012	599.95
11/25	ACH RETURN	428.67
11/28	Payment ATT PAYX hammocks comm associat	112.35
11/29	PAYMENT 1424 Extra Space 3350	600.12
11/29	ACH CORP DEBIT Return Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	150.00
11/30	Payment ATT PAYA hammocks comm associat	315.38
11/30	REDACTED COMCAST REDACTED HAMMOCKS *COMMUNITY	409.45
11/30	Payment ATT PAYA hammocks comm associat	2,110.21
Total other withdrawals, debits and service charges		= \$49,763.94

Deposits, credits and interest

DATE	DESCR PTION	AMOUNT(\$)
11/01	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	570.00
11/01	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	2,786.68
11/02	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	4,259.80
11/02	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	14,368.36
11/03	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	2,599.67
11/03	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	8,196.25
11/04	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	43.00
11/04	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	741.01
11/04	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	3,042.67
11/07	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	890.68
11/07	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	893.00
11/07	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	1,074.68
11/07	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	3,029.68
11/07	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	4,833.92
11/08	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	340.00
11/08	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	805.01
11/08	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	3,450.69
11/09	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	1,379.67
11/09	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	1,530.67
11/10	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	385.00
11/10	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	1,155.67
11/10	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	2,172.67
11/14	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	92.67
11/14	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	568.67
11/14	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	723.78
11/14	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	1,197.69
11/14	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	2,038.68
11/14	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	6,471.02
11/15	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	131.00
11/15	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	2,885.02

continued



■ TRUIST DYNAMIC BUSINESS CHECKING REDACTED (continued)

DATE	DESCR PTION	AMOUNT(\$)
11/15	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	8,741.77
11/16	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	770.00
11/16	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	3,341.35
11/16	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID 0000REDACTED	3,781.94
11/17	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	687.01
11/17	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	886.87
11/18	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	300.00
11/18	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	432.00
11/18	ACH SETTLEMENT	45,912.79
11/21	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	170.00
11/21	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	450.00
11/21	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	722.67
11/22	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	940.00
11/23	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	228.00
11/28	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	86.00
11/28	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	850.00
11/29	NET SETLMT 5/3 BANKCARD SYS REVO*HAMMOCKS COMMUNIT CUSTOMER ID REDACTED	128.01
11/29	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	1,416.43
11/30	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	170.00
11/30	Settlement Hammocks Communi Hammocks Community Ass CUSTOMER ID REDACTED	422.00
Total deposits, credits and interest		= \$143,094.15



Questions, comments or errors?

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Charlotte, NC 28201

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Billing Rights Summary

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Wilson NC 27894-0200

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- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
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How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1.	List the new balance of your account from your latest statement here:				
2.	Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:				
3.	Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:				
4.	Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:				
		Outstanding Deposits and Other Credits (Section B)			
5.	Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.	Date/Type	Amount	Date/Type	Amount

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999-99-99-99 41141 0 C 001 29 S 66 002
HAMMOCKS COMMUNITY ASSOCIATION INC
RESERVE ACCT
9020 HAMMOCKS BLVD
MIAMI FL 33196-1301

Your account statement

For 11/30/2022

Contact us



Truist.com



(844) 4TRUIST or
(844) 487-8478

■ ASSOC SVCS MONEY MKT SAVINGS REDACTED

Account summary

Your previous balance as of 10/31/2022	\$550,021.97
Checks	- 0.00
Other withdrawals, debits and service charges	- 100,000.00
Deposits, credits and interest	+ 4.05
Your new balance as of 11/30/2022	= \$450,026.02

Interest summary

Interest paid this statement period	\$4.05
2022 interest paid year-to-date	\$29.87
Interest rate	0.01%
Annual percentage yield (APY) earned	0.01%

Other withdrawals, debits and service charges

DATE	DESCR PTION	AMOUNT(\$)
11/14	TRUIST ONLINE TRANSFER ONLINE TO 'REDACTED'	100,000.00
Total other withdrawals, debits and service charges		= \$100,000.00

Deposits, credits and interest

DATE	DESCR PTION	AMOUNT(\$)
11/30	INTEREST PAYMENT	4.05
Total deposits, credits and interest		= \$4.05

This is a reminder about the Withdrawal Limit Fee effective December 1, 2022. The Withdrawal Limit Fee of \$15 for Truist Simple Business Savings, Truist Business Money Market, Business Managed Money Rate Savings, Association Services Money Market Savings, Public Fund Money Rate Savings, and the Business High Performance Money Market accounts is assessed per withdrawal over six with a maximum of six withdrawal limit fees per statement cycle. The Withdrawal Limit Fee applies, regardless of the balance, to all withdrawals and transfers made from a Truist money market account including those made at a branch, ATM, by mail or through any electronic means. Quick tips on avoiding the Withdrawal Limit Fee:

- Use Online or Mobile Banking to monitor the number of withdrawals/transfers made during your monthly statement cycle
- Link any automatic transfers or recurring transactions such as bill payments to your checking account
- Setting up Low Balance Alerts to avoid Overdraft Protection transfers to protected accounts which count toward the Withdrawal Limit Fee
- To avoid frequent withdrawals/transfers, try making one or two larger withdrawals/transfers from savings and money market accounts



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P.O. Box 1014
Charlotte, NC 28201

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the F RST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or transfer you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and point-of-sale transactions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, minus a maximum of \$50. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not re-credit your account and you will not have use of the money during the time it takes us to complete our investigation.

Tell us AT ONCE if you believe your access device has been lost or stolen, or someone may have electronically transferred money from your account without your permission, or someone has used information from a check to conduct an unauthorized electronic fund transfer. If you tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, and we can prove we could

have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as \$500. Also, if your periodic statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time.

Important information about your Truist Ready Now Credit Line Account

Once advances are made from your Truist Ready Now Credit Line Account, an INTEREST CHARGE will automatically be imposed on the account's outstanding "Average daily balance." The INTEREST CHARGE is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid INTEREST CHARGE. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing Rights Summary

In case of errors or questions about your Truist Ready Now Credit Line statement

If you think your statement is incorrect, or if you need more information about a Truist Ready Now Credit Line transaction on your statement, please call 1-844-4TRUIST or visit your local Truist branch. To dispute a payment, please write to us on a separate sheet of paper at the following address:

Card and Direct to Consumer Lending
PO Box 200
Wilson NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits

If you wish to mail a deposit, please send a deposit ticket and check to your local Truist branch. Visit Truist.com to locate the Truist branch closest to you. Please do not send cash.

Change of address

If you need to change your address, please visit your local Truist branch or call Truist Contact Center at 1-844-4TRUIST (1-844-487-8478).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1.	List the new balance of your account from your latest statement here:				
2.	Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:				
3.	Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:				
4.	Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:				
		Outstanding Deposits and Other Credits (Section B)			
5.	Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.	Date/Type	Amount	Date/Type	Amount

For more information, please contact your local Truist branch, visit Truist.com or contact us at 1-844-4TRUIST (1-844-487-8478). MEMBER FDIC

EXHIBIT B

SECURED PROMISSORY NOTE

\$1,500,000.00

Miami, Florida
August 31, 2019

FOR VALUE RECEIVED, HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED, a Florida not-for-profit corporation (the "Borrower"), promises to pay to the order of **POPULAR BANK** (the "Lender"), at its offices located at 7900 Miami Lakes Drive West, Miami Lakes, Florida 33016, or at such other place as may be designated by Lender, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$1,500,000.00) DOLLARS (the "Loan Amount"), together with interest thereon accruing in the manner hereinafter set forth.

During the period (the "Line of Credit Period") commencing on the date of this Promissory Note, and continuing through and including August 31, 2020 (the "Line of Credit Period Expiration Date"), interest shall accrue upon the unpaid principal balance of this Promissory Note (except for such portion or portions of the unpaid principal balance of this Promissory Note which may have been converted to an Amortization Rate Facility [hereinafter defined] by written notice provided by the Borrower to the Lender) at a fixed rate of interest equal to 4.25% per annum (the "Line of Credit Period Rate of Interest") Monthly interest only payments (each a "Monthly IO Payment" and collectively the "Monthly IO Payments") shall be due and payable on the first day of each and every month through and including September 1, 2020, with the first Monthly IO Payment being due and payable on October 1, 2019.

The Borrower, by written notice (the "Amortization Rate Conversion Notice") provided by the Borrower to the Lender not later than the 25th day of the month, shall have the right to cause the rate of interest accruing upon portions of the unpaid principal balance of this Promissory Note to be converted from the Line of Credit Period Rate of Interest to the Amortization Period Rate of Interest (hereinafter defined) in accordance with the following (the "Amortization Rate Facility"):

a. The Borrower, in the Amortization Rate Conversion Notice (which Amortization Rate Conversion Notice, to be effective, must be executed by not less than two (2) members of the Board of Directors of Borrower), shall specify: (i) the portion (the "Amortization Rate Portion") of the unpaid principal balance of this Promissory Note which shall commence to have interest accrue thereon at the Amortization Period Rate of Interest; and (ii) the amortization period (the "Amortization Period") during which the Borrower shall be obligated to tender equal monthly principal and interest payments to the Lender in order to fully pay the Amortization Rate Portion specified in the Amortization Rate Conversion Notice, which Amortization Period shall not be greater than thirty six (36) months. If the Borrower, in the Fixed Rate Conversion Notice, fails to designate the Amortization Period, then the Amortization Period shall be deemed to have been selected by the Borrower to be thirty six (36) months.

b. In the event the Borrower delivers an Amortization Rate Conversion Notice to the Lender, then interest shall commence to accrue upon the Amortization Rate Portion, from and after the date of receipt (the "Receipt Date") by the Lender of an Amortization Rate Conversion Notice, at a fixed rate of interest (the "Amortization Period Rate of Interest") equal to 4.25% per annum.

c. In the event the Borrower delivers an Amortization Rate Conversion Notice to the Lender, then the particular Amortization Rate Portion, together with all interest accrued thereon, shall be payable by the Borrower to the Lender in level monthly principal and interest payments fully amortized throughout the Amortization Period selected by the Borrower in such Amortization Rate Conversion Notice (or, if applicable, deemed to have been selected by the Borrower in the Amortization Rate Conversion Notice). The monthly principal and interest payments due and payable by the Borrower to the Lender, on account of the particular Amortization Rate Portion, shall commence to be due and payable on the first day of the first month immediately subsequent to the applicable Receipt Date and shall be due and payable on the first day of each and every month thereafter, throughout the Amortization Period applicable to such Amortization Rate Portion.

d. The unpaid principal balance of each Amortization Rate Portion, together with all interest accrued thereon, shall be due and payable on the date which will be the expiration of the Amortization Period applicable to such Amortization Rate Portion.

From and after September 1, 2020, interest shall commence to accrue upon any portion of the unpaid principal balance of this Promissory Note which was not previously the subject of an Amortization Rate Conversion Notice (the portion of the unpaid principal balance of this Promissory Note not previously the subject of an Amortization Rate Conversion Notice being hereinafter referred to as the "Remainder") at a fixed rate of interest equal to 4.25% per annum.

Commencing on October 1, 2020, and continuing on the first day of each and every month thereafter, through and including August 1, 2023, monthly principal and interest payments on account of the Remainder, calculated by

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utilizing: (i) the amount of the Remainder as of September 1, 2020; (ii) interest accruing upon the Remainder at the rate of 4.25% per annum; and (iii) an amortization based upon a thirty six (36) month Amortization Period, shall be due and payable.

The unpaid principal balance of the Remainder, together with all interest accrued thereon, shall be due and payable on September 1, 2023 (the "Remainder Maturity Date").

The monthly principal and interest payments due from Borrower to Lender with respect to an Amortization Rate Portion (if applicable) and/or with respect to the Remainder are herein collectively referred as the "Monthly PI Payments". The Borrower (provided this Promissory Note and the Loan Documents, hereinafter defined, are not in default) shall have the right, exercisable by written request (the "Recalculation Request") submitted by the Borrower to the Lender not more than two (2) times during each calendar year throughout the term of this Promissory Note, to request that the Lender recalculate the Monthly PI Payments as to the Amortization Rate Portion for which the Recalculation Request was submitted and/or as to the Remainder (if applicable), based upon: (i) the then applicable unpaid principal balance of the Amortization Rate Portion for which the Recalculation Request was submitted and/or of the Remainder (if applicable); (ii) the rate of interest then accruing upon the Amortization Rate Portion for which the Recalculation Request was submitted upon the Remainder (if applicable); and (iii) the then remaining portion of the Amortization Period applicable to the Amortization Rate Portion for which the Recalculation Request was submitted or the then remaining portion of the Amortization Period applicable to the Remainder (if applicable). In the event the Monthly PI Payments are recalculated based upon the provisions of this paragraph, then the recalculated Monthly PI Payments shall commence to be due and payable on the monthly payment date immediately subsequent to the date the Recalculation Request is submitted to the Lender.

Borrower shall pay to Lender a late charge equal to five percent (5.00%) of any monthly payment not received by Lender within ten (10) days after the date such monthly payment is due.

Interest shall be calculated on an assumed 360 day year, for the actual number of days elapsed.

The unpaid principal balance of this Promissory Note shall be prepayable, in whole or in part, at any time without penalty or premium when the funds for such prepayment are derived from internally generated funds sourced from the operations of Borrower or from special assessments associated with the payment of this Promissory Note. In the event the funds utilized by the Borrower for the prepayment of any portion of the unpaid principal balance of this Promissory Note are derived from any other source including, but not limited to, a refinancing of this Promissory Note, then Borrower shall be obligated to pay a prepayment fee equal to the greater of: (A) the present value of the daily lost cash flow to Lender resulting from such prepayment based upon the difference between (i) the rate of interest accruing upon the unpaid principal balance of this Promissory Note on the date of such prepayment and (ii) the interpolated US Treasury Note/Bond rate for the remaining term of this Promissory Note (as determined by Lender in Lender's sole and absolute discretion), discounted at the US Treasury Note/Bond rate for the remaining term of this Promissory Note; or (B) one percent (1.00%) of the portion of the unpaid principal balance of this Promissory Note then being prepaid.

Partial prepayment of the unpaid principal balance of this Promissory Note shall not, however, relieve the Borrower of the obligation of paying all monthly payments as they may become due thereafter, until this Promissory Note has been fully paid.

All payments shall be applied when received first to the payment of costs and expenses due and payable under this Promissory Note, then to interest on the principal balance of this Promissory Note from time to time remaining unpaid and then to reduce the unpaid principal balance of this Promissory Note, except that if any advance made by Lender pursuant to the terms of the Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights of even date herewith (hereinafter referred to as the "Assignment"), executed by Borrower in favor of Lender, securing the timely and complete payment and performance of the obligations evidenced by this Promissory Note, has not been repaid, any monies received, at the option of Lender, may first be applied to repay such advance, the interest thereon and the balance, if any, shall be applied on account of any payment then due under this Promissory Note.

Throughout the term of this Promissory Note, the Borrower shall maintain Borrower's accounts on deposit with the Lender in compensating balance accounts (the "Accounts"), with a minimum average monthly balance in the Accounts of \$150,000.00 (the "Required Depository Relationship"). In addition, throughout the term of this Promissory Note, Borrower must maintain an escrow account (the "Escrow Account") on deposit with Lender in an amount equal to not less than \$133,500.00 (which is approximately three (3) times the monthly principal and interest payments which shall be due under this Promissory Note). The Escrow Account shall be a component of the Required Depository Relationship. Lender, in the event a monthly payment is not timely received by Lender, shall be deemed authorized to withdraw from the Escrow Account the amount of the delinquent monthly payment and utilize the amount withdrawn in payment of the delinquent monthly payment. Borrower, within five (5) days from the date Borrower receives notification of such action on the part of Lender, shall deposit funds back into the Escrow Account in an amount equal to the funds withdrawn from the Escrow Account.

Prior to the Line of Credit Period Expiration Date, this Promissory Note shall be deemed a Master Promissory Note evidencing a non-revolving line of credit extended by Lender to Borrower. Prior to the Line of Credit Period Expiration Date, Borrower may borrow from Lender a sum not to exceed the Loan Amount at any one time outstanding. All advances to Borrower shall be evidenced by this Promissory Note and shall bear interest from the date of disbursement as provided for herein. Prior to the Line of Credit Period Expiration Date, the outstanding principal balance due under this Promissory Note may increase from time to time but shall not exceed the Loan Amount at any time.

The happening of any of the following events (unless such default is cured within fifteen (15) days from the date Borrower receives written notice from Lender of such default, which written notice shall identify the specific event of default and the manner by which such event of default can be cured) shall constitute a default under this Promissory Note: (1) a failure of the Borrower to pay in full any payment due under this Promissory Note promptly when such payment becomes due; (2) the failure of Borrower to pay in full, when due, any indebtedness, obligation or liability to the Lender whatsoever, or any installment thereof or interest thereon; (3) the failure of Borrower to timely perform the Borrower's obligations under all documents (collectively the "Loan Documents") executed and/or delivered by the Borrower in favor of the Lender with respect to the loan (the "Loan") evidenced by this Promissory Note including, but not limited to: (i) the Assignment; (ii) Borrower's Affidavit; (iii) Loan and Security Agreement; (iv) UCC-1 Financing Statement; and (v) Borrower's Consent to Lender's Inspection Rights; (4) the Lender learns that any warranty, representation, certificate or statement of Borrower (whether contained in this Promissory Note or otherwise) pertaining to or in connection with this Promissory Note or the Loan, is not true; (5) in the event an application for the appointment of a receivership is instituted against Borrower; (6) the entry of a judgment against Borrower, except for a judgment which is fully covered by insurance or which does not materially impair the ability of Borrower to pay, when due, any amounts which may become due and payable under this Promissory Note; (7) the issuance of any levy, attachment or garnishment, or the filing of any lien against any property of the Borrower; (8) the determination by the Lender that a material adverse change has occurred in the Borrower's financial condition or at any such time as the Lender may deem itself insecure; (9) the failure to do all things necessary to preserve and maintain the value and collectability of all collateral provided by Borrower to Lender with respect to the Loan including, but not limited to, the payment of premiums on policies of insurance on each due date; or (10) the dissolution, merger, consolidation or reorganization of Borrower, or any action intended to terminate the Borrower as an entity responsible for the administration and control of the community association it was formed to administer.

Borrower consents to the exclusive venue of Miami-Dade County, Florida, for any and all legal proceedings based upon or arising out of this Promissory Note. In the event of an uncured default by Borrower under this Promissory Note, the unpaid principal balance of this Promissory Note shall bear interest from the date of such default at the maximum rate of interest allowed by law. In addition, after maturity hereof, the unpaid principal balance of this Promissory Note shall bear interest at the maximum rate of interest allowed by law.

In the event of any litigation arising from the execution, interpretation and/or enforcement of this Promissory Note, the prevailing party in such litigation shall recover from the non-prevailing party in such litigation, all reasonable attorneys' fees and costs (including reasonable attorneys' fees and costs incurred in appellate proceedings) which may be incurred by the prevailing party, as well as all reasonable costs and expenses of all professionals and consultants engaged by or on behalf of the prevailing party. Furthermore, if suit is not instituted in the event of a default hereunder, all persons liable hereon jointly and severally promise to pay all costs of collection including reasonable attorneys' fees and costs and costs and expenses of all professionals and consultants engaged or utilized by Lender.

Notwithstanding anything to the contrary contained herein and/or contained within the Assignment and/or contained within any other agreement between Borrower and Lender, the effective rate of interest on the obligation evidenced by this Promissory Note shall not exceed the maximum rate of interest permitted to be paid under the higher of (i) the laws of the State of Florida; or (ii) the laws of the United States (hereinafter collectively referred to as the "Applicable Laws"). Without limiting the generality of the foregoing, in the event the calculation of interest or the imposition of the increase in the rate of interest after acceleration due to default or the payment of any fees or other charges which are construed to be interest under the Applicable Laws result in an effective rate of interest higher than that permitted to be paid under the Applicable Laws, then such interest, fees or charges shall be reduced by a sum sufficient to result in an effective rate of interest no greater than the maximum effective rate of interest permitted to be paid under the Applicable Laws. Upon the maturity of this Promissory Note, whether by acceleration or in due course, interest shall be recalculated over the actual term of the Promissory Note, based upon the amounts outstanding, and if the total amount of interest theretofore paid, inclusive of the sums hereinabove referred to exceeds the amount permitted to be paid under the Applicable Laws, the excess shall be credited to principal, or if such amount exceeds the principal amount then due hereunder, shall be refunded to Borrower.

EXCEPT AS PROHIBITED BY LAW, NEITHER LENDER NOR BORROWER SHALL SEEK A JURY TRIAL ON ANY LAWSUIT, PROCEEDING OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF THIS PROMISSORY NOTE, THE ASSIGNMENT, THE LOAN DOCUMENTS OR THE RELATIONSHIP BETWEEN LENDER AND BORROWER. IF THE SUBJECT MATTER OF ANY SUCH LAWSUIT IS ONE IN WHICH THE WAIVER OF A JURY TRIAL IS PROHIBITED, NEITHER LENDER NOR BORROWER SHALL PRESENT AS A PERMISSIVE COUNTERCLAIM IN SUCH A LAWSUIT, ANY CLAIM ARISING

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OUT OF THIS PROMISSORY NOTE OR THE ASSIGNMENT OR THE LOAN DOCUMENTS. FURTHERMORE, NEITHER LENDER NOR BORROWER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

This Promissory Note is to be construed and enforced in accordance with the laws of the State of Florida.

HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED,
a Florida not-for-profit corporation



Roberto Trueba
Commission #FF963141
Expires: February 21, 2020
Bonded thru Aaron Notary

By: [Signature]
MARGELLI GALLEGO, President
By: [Signature]
MYRIAM RODGERS, Vice-President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The execution of the foregoing instrument was acknowledged before me this 21 day of August, 2019 by **MARGELLI GALLEGO**, as President of **HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED**, a Florida not-for-profit corporation, who is personally known to me or who provided DL-G420-540-81-765-0 for identification.

My Commission Expires:

[Signature]
Notary Public
Print Name: Roberto Trueba

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The execution of the foregoing instrument was acknowledged before me this 21 day of August, 2019 by **MYRIAM RODGERS**, as Vice-President of **HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED**, a Florida not-for-profit corporation, who is personally known to me or who provided DL-H652-540-45-983-0 for identification.

My Commission Expires:

[Signature]
Notary Public
Print Name: Roberto Trueba



Roberto Trueba
Commission #FF963141
Expires: February 21, 2020
Bonded thru Aaron Notary

[Handwritten initials]

Hammocks Community Association, Inc.
REDACTED Note - 4 Year 116 Condo
 Loan

48 items: Life-to-date beginning 08/21/2019

<u>Effective / Posted</u>	<u>Type</u>	<u>Amount</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>	<u>Part or Fee</u>
11/10/2022	619 -	44,353.59	42,603.69	1,749.90	435,547.67	
11/10/2022	ACH/autopayment					
10/10/2022	619 -	44,353.59	42,509.58	1,844.01	478,151.36	
10/11/2022	ACH/autopayment					
09/10/2022	619 -	44,353.59	42,293.34	2,060.25	520,660.94	
09/12/2022	ACH/autopayment					
08/10/2022	619 -	57,659.67	42,124.27	2,229.32	562,954.28	
08/10/2022	ACH/autopayment					
07/13/2022	610 - Regular	44,353.59	42,061.64	2,291.95	605,078.55	
07/13/2022	payment					
06/10/2022	610 - Regular	44,353.59	41,837.19	2,516.40	647,140.19	
06/14/2022	payment					
05/06/2022	610 - Regular	44,353.59	41,789.92	2,563.67	688,977.38	
05/13/2022	payment					
04/08/2022	610 - Regular	44,353.59	41,497.84	2,855.75	730,767.30	
04/08/2022	payment					
03/16/2022	610 - Regular	44,353.59	41,604.92	2,748.67	772,265.14	
03/17/2022	payment					
02/22/2022	610 - Regular	44,353.59	41,209.71	3,143.88	813,870.06	
02/23/2022	payment					
01/13/2022	610 - Regular	44,353.59	41,005.18	3,348.41	855,079.77	
01/13/2022	payment					
12/30/2021	610 - Regular	7,396.53	7,396.53	0.00	896,084.95	
12/30/2021	payment					
12/23/2021	610 - Regular	36,957.06	33,575.76	3,381.30	903,481.48	
12/23/2021	payment					
11/23/2021	610 - Regular	44,353.59	40,755.85	3,597.74	937,057.24	
11/23/2021	payment					
10/14/2021	610 - Regular	44,353.59	40,698.42	3,655.17	977,813.09	
10/14/2021	payment					
09/20/2021	610 - Regular	44,353.59	40,607.31	3,746.28	1,018,511.51	
09/20/2021	payment					
08/10/2021	610 - Regular	44,353.59	40,268.35	4,085.24	1,059,118.82	
08/19/2021	payment					
08/09/2021	660 - Special	1,297.90	0.00	1,297.90	1,099,387.17	
08/09/2021	payment					
07/14/2021	610 - Regular	44,353.59	40,260.87	4,092.72	1,099,387.17	
07/14/2021	payment					
06/17/2021	610 - Regular	44,353.59	39,890.50	4,463.09	1,139,648.04	
06/17/2021	payment					
05/28/2021	610 - Regular	44,353.59	39,978.21	4,375.38	1,179,538.54	
05/28/2021	payment					
04/13/2021	610 - Regular	44,353.59	39,707.38	4,646.21	1,219,516.75	
04/13/2021	payment					
03/09/2021	610 - Regular	44,353.59	40,021.63	4,331.96	1,259,224.13	
03/09/2021	payment					
02/09/2021	610 - Regular	44,353.59	39,426.57	4,927.02	1,299,245.76	

02/09/2021	payment				
01/07/2021	610 - Regular	44,353.59	39,310.56	5,043.03	1,338,672.33
01/07/2021	payment				
12/01/2020	619 -	44,353.59	39,333.93	5,019.66	1,377,982.89
12/01/2020	ACH/autopayment				
11/01/2020	619 -	44,353.59	39,023.78	5,329.81	1,417,316.82
11/02/2020	ACH/autopayment				
10/01/2020	619 -	44,353.59	39,057.39	5,296.20	1,456,340.60
10/01/2020	ACH/autopayment				
09/01/2020	619 -	5,472.74	0.00	5,472.74	1,495,397.99
09/01/2020	ACH/autopayment				
08/01/2020	619 -	5,472.74	0.00	5,472.74	1,495,397.99
08/03/2020	ACH/autopayment				
07/01/2020	619 -	5,296.20	0.00	5,296.20	1,495,397.99
07/01/2020	ACH/autopayment				
06/01/2020	619 -	5,472.74	0.00	5,472.74	1,495,397.99
06/01/2020	ACH/autopayment				
05/01/2020	619 -	5,296.20	0.00	5,296.20	1,495,397.99
05/01/2020	ACH/autopayment				
04/01/2020	619 -	5,472.75	0.00	5,472.75	1,495,397.99
04/01/2020	ACH/autopayment				
03/01/2020	619 -	5,119.66	0.00	5,119.66	1,495,397.99
03/02/2020	ACH/autopayment				
02/01/2020	619 -	5,472.74	0.00	5,472.74	1,495,397.99
02/03/2020	ACH/autopayment				
01/01/2020	619 -	5,472.74	0.00	5,472.74	1,495,397.99
01/02/2020	ACH/autopayment				
12/01/2019	619 -	5,296.20	0.00	5,296.20	1,495,397.99
12/02/2019	ACH/autopayment				
11/01/2019	619 -	5,434.07	0.00	5,434.07	1,495,397.99
11/01/2019	ACH/autopayment				
10/11/2019	668 - System-	4,602.01	4,602.01	0.00	1,495,397.99
10/15/2019	generated payment				
10/11/2019	613 - User defined	0.00	0.00	0.00	1,500,000.00
10/15/2019	reg payment				
10/11/2019	619 -	4,602.01	0.00	4,602.01	1,500,000.00
10/11/2019	ACH/autopayment				
10/03/2019	750 - Note increase	186,778.54	186,778.54	0.00	1,500,000.00
10/03/2019					
09/19/2019	750 - Note increase	159,694.05	159,694.05	0.00	1,313,221.46
09/19/2019					
09/05/2019	750 - Note increase	332,463.99	332,463.99	0.00	1,153,527.41
09/05/2019					
08/28/2019	750 - Note increase	315,911.20	315,911.20	0.00	821,063.42
08/28/2019					
08/27/2019	750 - Note increase	505,152.22	505,152.22	0.00	505,152.22
08/27/2019					
08/21/2019	310 - New note	0.00	0.00	0.00	0.00
08/27/2019					

EXHIBIT C

HAMMOCKS COMMUNITY ASSOCIATION, INC.

PHYSICAL ASSETS

Vehicles				
#	Description	Location	Liens - Financing	Insurance
1	2015 Toyota Corolla (2T1BURHE0FC310603)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
2	2011 Chevrolet Silverado 1500 (1GCNCPEX4BZ403182)	HCA – CLUBHOUSE	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
3	2010 Toyota Tacoma 4x2 (5TENX4CN1AZ716665)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
4	2003 Chevrolet 2500 (1GCHC24U33E125701)	HCA – CLUBHOUSE	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
5	2015 Toyota Tacoma 4x2 (5TFTX4CN3FX053489)	HCA – CLUBHOUSE	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
6	2015 Toyota Tacoma 4x2 (5TFTX4CN6FX053549)	HCA – CLUBHOUSE	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
7	2010 Toyota Tacoma 4x2 (5TENX4CNXAZ717586)	HCA – CLUBHOUSE	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit

HAMMOCKS COMMUNITY ASSOCIATION, INC.

PHYSICAL ASSETS

8	2014 Nissan 1500/2500 (1N6BF0KM8EN106081)	HCA – CLUBHOUSE	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
9	2005 Chevrolet 1500 (1GCEC14X05Z334459)	HCA – COMMERCIAL PARKING AREA	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
10	2014 Toyota Tacoma 4x2 (5TFNX4CN0EX041839)	HCA – CLUBHOUSE	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
11	2014 Toyota Rav4 Utility (2T3WFREV1EW084723)	HCA – WILD LIME CENTER	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
12	2015 Toyota Rav4 (JTMWFREV0FD050920)	Galceran Auto Electric 11900 SW 8 th Street Miami, FL 33184	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
13	2014 Toyota Rav4 Utility (2T3WFREV1EW087511)	HCA – WILD LIME CENTER	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
14	2012 Toyota Rav4 Utility (2T3ZF4DV2CW131515)	HCA – WILD LIME CENTER	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
15	2010 Toyota Tacoma 4x2 (5TENX4CN6AZ738712)	HCA – WILD LIME CENTER	No lien (confirmed on FDHSMV)	Everest National Insurance

HAMMOCKS COMMUNITY ASSOCIATION, INC.

PHYSICAL ASSETS

				Company - \$1,000,000 liability limit
16	2021 Chevrolet Spark (KL8CB6SA4MC226474)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
17	2021 Chevrolet Spark (KL8CB6SA3MC228572)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	Everest National Insurance Company - \$1,000,000 liability limit
18	2022 Toyota Tacoma (3TYRX5GN6NT060018)	HCA – CLUBHOUSE	Ally Bank As of 12/2022 – owe \$18,768.81 with monthly payments of \$330.08.	Everest National Insurance Company - \$1,000,000 liability limit
19	2022 Toyota Tacoma 2WD (3TYRX5GN8NT063549)	HCA – WILD LIME CENTER	Ally Bank As of 12/2022 – owe \$10,344.99 with monthly payments of \$196.77	Everest National Insurance Company - \$1,000,000 liability limit
20	2022 Toyota Tacoma 2WD (3TYAX5GN0NT063865)	HCA – CLUBHOUSE	Ally Bank As of 11/2022 – owe \$26,152.35 with monthly payments of \$475.04	Everest National Insurance Company - \$1,000,000 liability limit
21	2022 Toyota Tacoma (3TYAX5GNXNT066045)	HCA – WILD LIME CENTER	Ally Bank As of 12/2022 – owe \$25,436.90 with monthly	

HAMMOCKS COMMUNITY ASSOCIATION, INC.

PHYSICAL ASSETS

			payments of \$463.19	
22	2022 Toyota Tacoma 2WD (3TYRX5GN9NT066637)	STOLEN/OFF-SITE WITHOUT HCA AUTHORIZATION – SEE SECURITY REPORT SENT TO RUSSELL	Ally Bank As of 12/2022 – owe \$11,413.15 with monthly payments of \$214.55	
23	2019 Sub Coast Trailer Manufacturer Inc. (vehicle Trailer) (1S9E01625K1303753)	HCA – CLUBHOUSE	Western Equipment Finance Inc. – P.O. Box 640, Devis Lake, ND 58301- 0000	
24	2005 Chevrolet LS (2CNDL13F956132179)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
25	2014 Toyota Rav4 (2T3WFREXEW081075)	HCA – WILD LIME CENTER	No lien (confirmed on FDHSMV) – there is a seize tag stop due to insurance related suspension	
26	2014 Toyota Rav4 (JTMWFREV2EJ000309)	HCA – COMMERCIAL PARKING AREA	No lien (confirmed on FDHSMV) – there is a seize tag stop due to insurance related suspension	
27	2014 Toyota Rav4 (JTMWFREV6EJ001639)	HCA – COMMERCIAL PARKING AREA	No lien (confirmed on FDHSMV) – there is a seize tag stop due to insurance	

HAMMOCKS COMMUNITY ASSOCIATION, INC.

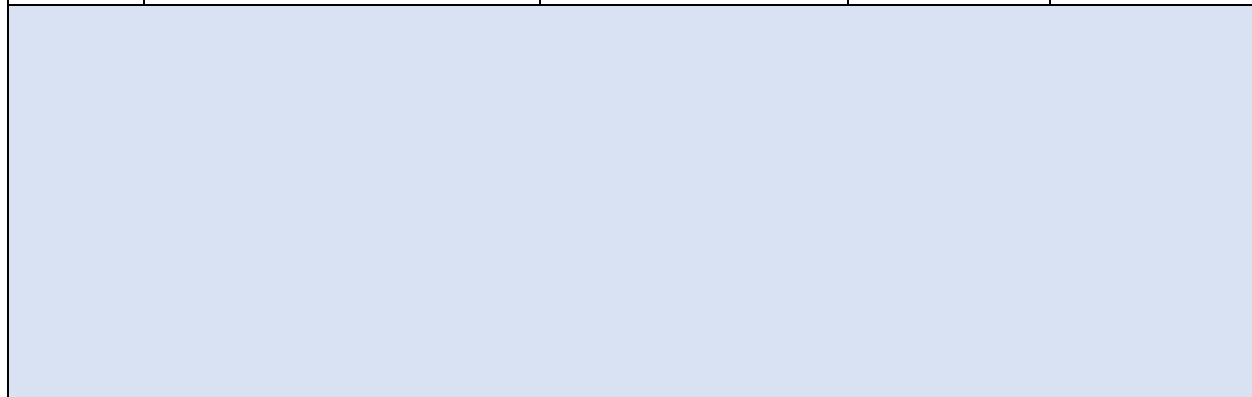
PHYSICAL ASSETS

			related suspension	
28	2012 Chevrolet Colorado (1GCCSBF92C8124317)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
29	2006 Chevrolet Silverado (3GCEC14X66G223027)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
30	2014 Toyota Tacoma (5TFNX4CN8EX037036)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
31	2004 Chevrolet Astro (1GCDM19XX4B103433)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
32	2013 Toyota Rav4 (JTMWFREV9DD011076)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
33	2013 Toyota Rav4 (JTMWFREV8DD010694)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
34	2011 Toyota Rav4 (2T3ZF4DV2BW088972)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
35	2012 Toyota Rav4 (2T3ZF4DV8CW133446)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
36	2011 Toyota Rav4 (2T3ZF4DVXBW088217)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
37	2012 Toyota Rav4 (2T3ZF4DV8CW134046)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
38	2012 Toyota Rav4 (2T3ZF4DVXCW134792)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
39	2011 Toyota Rav4 (2T3ZF4DV5BW088433)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
40	2011 Toyota Rav4 (2T3ZF4DV2BW073257)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
41	2003 Chevrolet S (1GCCS14H638129735)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV) – there is a	

HAMMOCKS COMMUNITY ASSOCIATION, INC.

PHYSICAL ASSETS

			seize tag stop due to insurance related suspension	
42	2011 Toyota Rav4 (2T3ZF4DVXBW088217)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
43	2010 Toyota Rav4 (JTMZF4DV7AD018430)	UNKNOWN AT THIS TIME	CIG Financial PO BOX 19795 IRVINE, CA 92623-0000	
44	2010 Toyota Rav4 (JTMZF4DV9AD019269)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
45	2011 Toyota Rav4 (2T3ZF4DV4BW073261)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
46	2008 Dodge Nitro (1D8GT28K88W231343)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
47	2007 Chevrolet Equinox (2CNDL13F876048681)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	
48	2007 Chevrolet Equinox (2CNDL13F676027845)	UNKNOWN AT THIS TIME	No lien (confirmed on FDHSMV)	



HAMMOCKS COMMUNITY ASSOCIATION, INC.

PHYSICAL ASSETS

<i>Other Notable Assets</i>				
<i>Quantity of Item</i>	<i>General Item Description</i>	<i>Appearance/Condition</i>	<i>Estimated Value</i>	<i>Item Location</i>
3	Refrigerators – Various Brands	Good	\$150-200	HCA Clubhouse
1	Ricoh Commercial-Grade Printer – Extra Large Size	Fair	\$4,000	HCA Clubhouse
1	HP Laser Jet Pro Printer – Mid-Size	Good	\$125	HCA Clubhouse
1	HP Deskjet Printer	Very Good	\$100	HCA Clubhouse
7	Avaya Hardline Phones	Good	\$75	HCA Clubhouse
1	Samsung Contoured Monitor – Approx. 36”	Very Good	\$200	HCA Clubhouse
2	Dell Monitors – Approx. 18”	Good	\$50	HCA Clubhouse
2	HP Laser Jet Printers – Small Size	Good	\$75	HCA Clubhouse
4	Lenovo Desktop Computers	Good	\$125	HCA Clubhouse
1	Canon Laser Printer – Medium Size	Good	\$150	HCA Clubhouse
8	HP Desktop Computers	Good	\$125	HCA Clubhouse
1	Dell Desktop Computer	Good	\$125	HCA Clubhouse
1	HP Envy Printer – Mid Size	Very Good	\$125	HCA Clubhouse
1	HP Pagemate Pro Printer – Middle Size	Good	\$250	HCA Clubhouse
1	Cannon – Commercial-Grade Printer – Large Size	Good	\$400	HCA Clubhouse
1	Kobra – Commercial-Grade Paper Shredder	Fair	\$100-200	HCA Clubhouse
1	Hassler In-600 Postage Machine	Good	\$150-200	HCA Clubhouse
2	Generac GP 27500E Portable Generators – Middle Size	Good	\$800-1200	HCA Clubhouse
6	Portable Generators – Small Size – Various Brands	Fair	\$250-500	HCA Clubhouse
1	Spyker Fertilizer Spreader – Gas Powered	Good	\$500	HCA Clubhouse

HAMMOCKS COMMUNITY ASSOCIATION, INC.

PHYSICAL ASSETS

1	Gas Powered Utility Cart	Fair	\$2500	HCA Clubhouse
2	John Deere Gas Powered Utility Carts	Poor/Inoperable/Scrap	\$250	HCA Commercial Area
1	Haul-Away High-Capacity Chemical/Liquid Dispenser – Gas Powered	Fair	\$500	HCA Commercial Area
1	Gas Powered 4x4 Vehicle	Poor/Inoperable/Scrap	\$250	HCA Commercial Area
1	Gravely Pro Commercial-Grade Riding Mower	Fair	\$1700	HCA Clubhouse
5	Scag Commercial-Grade Riding Mowers	Good	\$4000	HCA Clubhouse
1	Scag Commercial-Grade Riding Turf Blower	Very Good	\$4000	HCA Clubhouse
1	Billy Goat – Lawn Litter Vacuum	Fair	\$400	HCA Clubhouse
1	Scag Stand-On Commercial Grade Turf Sprayer	Very Good	\$4000	HCA Clubhouse
5	iPhones – Various Models	Good	\$500	HCA Clubhouse
3	Samsung Tablets – Various Models	Good	\$150	HCA Clubhouse

EXHIBIT D



ASSOCIATION MANAGEMENT CONTRACT

THIS CONTRACT ("Contract") is made and entered into on December 2, 2022, by and between **HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED**, a Florida not-for-profit corporation ("Association"), and **FIRSTSERVICE RESIDENTIAL FLORIDA, INC.**, a Florida corporation ("FirstService").

A. Association is the entity responsible for the operation of **HAMMOCKS COMMUNITY** ("Community"), located at **9020 Hammocks Boulevard, Miami, FL 33196**, established by the documents thereof recorded in the Public Records of **Miami-Dade** County, Florida ("**Declaration**"), which Community consists of **6,559** units or lots ("**Units/Lots**").

B. Association desires to retain FirstService, and FirstService desires to be so retained, to manage Community.

NOW, THEREFORE, for other good and valuable consideration received by each party from the other, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **EXCLUSIVE MANAGER**. Association hereby retains and appoints FirstService, and FirstService hereby accepts such retainer and appointment, on the terms and conditions hereinafter set forth, as exclusive manager of Association.

2. **TERM AND TERMINATION**.

2.1 This Contract will commence on **December 5, 2022** and will continue for a term ending on the last day of **December, 2023** ("**Initial Term**"), subject to termination as provided herein.

2.2 In the event that either party defaults by failing to perform its obligations set forth in this Contract, the other may give 30 days' written notice of its intent to cancel with specific detail as to the alleged breach. Should the default not be cured within the 30 day period (or in the case of a default requiring more than 30 days to cure, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter), the non-defaulting party will have the right to cancel this Contract and/or the right to institute appropriate legal proceedings to recover such damages as allowed by law. In addition, this Contract may be cancelled by either party, without cause, with 60 days written notice to the other party.

2.3 If allowed by applicable law, this Contract will automatically be extended after the Initial Term on an annual basis for successive 1 year renewal terms ("**Extended Term**").

A. If either party desires that this Contract not automatically extend for another year, they will provide written notice of their intent to cancel at least 90 days prior to the expiration of the Initial Term or any Extended Term of this Contract.

B. If an automatic annual extension is not allowed by law, this Contract will automatically be extended on a month-to-month basis until the termination of this Contract. During the period of time when this Contract has been extended on a month-to-month basis, either party will have the right to terminate this Contract without cause upon 30 days' written notice to the other party.

3. **SERVICES**. During the term hereof, FirstService will assist Association in performing the following services as requested by Association, when and if needed and as limited by the hours as stipulated in Schedule I of this Contract, or as otherwise specified herein, to assist Association, and will appoint at least 1 employee (i.e., the Community Association Manager ("**CAM**")) to effectuate same:

3.1 In addition to those employees of FirstService stipulated in Schedule I of this Contract, FirstService will employ and supervise such persons as needed (which person or persons employed by FirstService may be on a part-time or full-time basis) or assist Association in engaging as independent contractors or employees working on behalf of Association such persons, firms or companies necessary to properly operate Community and maintain the common areas/elements of Community ("**Common Areas**"), according to FirstService's reasonable judgment, the budget of Association and the directives of the Board of Directors of Association ("**Board of Directors**" or "**Board**"). All personnel so employed by FirstService will be engaged on behalf of and for the benefit of Association. Any vendors or independent contractors will be deemed hired by Association. FirstService will also assist Association in coordinating the work of any independent contractors engaged by Association with the day to day activities of Association. However, under no

Initials [Signature] Initials [Signature]

circumstances will FirstService or an employee of FirstService be designated to serve as Association's representative in any contract.

3.2 Cause those portions of Common Areas to be maintained and repaired including, but not limited to, landscaping, painting, roofing, cleaning and such other ordinary maintenance and repair together with the purchase of materials, equipment and supplies consistent with the approved budget or as requested by Association; provided, however, FirstService will not obligate Association for any single item of repair, replacement, refurbishing, materials, equipment or supplies the cost of which exceeds the sum of \$1,000.00 without the prior approval of Association, unless provided for in the approved budget of Association. Notwithstanding anything contained herein to the contrary, FirstService will have the right, but not the duty, without first obtaining the approval of Association, to make emergency repairs and replacements which, according to FirstService's reasonable belief, are required to eliminate or avoid danger to persons or to property, for the preservation and safety of Association, for the safety of persons, or in order to avoid suspension of any necessary service to Association.

3.3 Take such actions as may be reasonably necessary to advise Association, owners of Units/Lots ("Owners"), and/or occupants of the need to comply with all pertinent laws, statutes, ordinances and rules of appropriate governmental authorities having jurisdiction, and advise Association, Owners and/or occupants of any violations thereof actually known by FirstService. Furthermore, FirstService will advise Owners and occupants of the need to comply with the Declaration, Articles of Incorporation and Bylaws of Association and applicable rules and regulations, in connection with the operation of Community and any violations thereof actually known by FirstService. Notwithstanding anything contained in this Contract to the contrary, Association hereby acknowledges that in no event will FirstService be liable for the failure of Association, Owners and occupants to comply with all such laws, statutes, ordinances and rules of governmental authorities and the Declaration, Articles of Incorporation, Bylaws of Association and applicable rules and regulations of Community. Notwithstanding anything to the contrary contained herein, FirstService does not have the authority to provide and will not be responsible for providing legal advice to Association regarding the interpretation or application of law.

3.4 Subject to the direction of Association and Association budget, FirstService will solicit contracts on behalf of Association as needed for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of Common Areas. All contracts will be approved and executed by an officer of Association. Association acknowledges that within the scope of this Contract and in carrying out all of its duties and responsibilities hereunder, including but not limited to those set forth in this paragraph, FirstService is acting solely as an agent for Association and, accordingly, any expenses or liabilities incurred by FirstService hereunder, whether in its name or that of Association, will be the sole obligation of Association and not that of FirstService. Neither FirstService nor any of its partners, stockholders, officers, directors, employees, servants or agents will be personally liable in any fashion for any contract made in compliance with the provisions of this Contract. The parties hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Contract, FirstService will not perform, nor be expected to perform, the services which would normally be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by Association.

3.5 Engage a payroll processing service or other entity, at Association's direction and expense, to prepare, as needed, all payroll and file the necessary forms, as needed, for employment insurance, withholding and social security taxes and all other forms relating to employment of Association's employees, if any, required by federal, state or municipal authorities. (This subparagraph relates only to those direct employees of Association, if any, not to employees of FirstService who provide services to Association under this Contract.)

3.6 Retain and engage, as needed, at Association's direction, approval and expense and as agents of Association, such attorneys, accountants, insurance consultants, tax consultants and other experts and professionals, whose services Association may reasonably require.

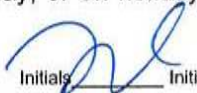

3.7 Maintain, as needed, appropriate records of all insurance coverage carried by Association, including, but not limited to, current policy information, certificates of insurance, and procurement of loss runs.

3.8 Accept applications and references of prospective Unit/Lot purchasers and facilitate transfers and leases of Units/Lots, all as needed; provided, however, that the actual approval or disapproval of the same will be given and executed by a proper officer of Association as and if required by the Declaration.

3.9 Prepare and send, as needed, all letters, reports and notices as may be reasonably requested by Association, and attend **monthly** meetings of Board of Directors, annual meeting and budget meeting of Association and file minutes thereof, which minutes will be prepared and recorded by Association or its designee.

A. Should Association require the attendance of administrative support staff in addition to the CAM at any of the aforementioned meetings, Association will pay FirstService \$50.00 per hour for each administrative support staff member (with a 3 hour minimum).

B. Any additional meetings not held during normal business hours (i.e., 8 AM to 5 PM, Monday through Friday), or any meetings held between the hours of 5 PM Friday through 8 AM Monday, or on holidays, will be at an

Initials  Initials 

additional expense to Association of \$250.00 per meeting for attendance of the CAM and \$50.00 per hour (with a 3 hour minimum) for the time of administrative support staff, if needed. The foregoing charge for the CAM will not include attendance at the meetings referenced in the first sentence of Paragraph 3.9.

C. Should the CAM be required to attend any meeting which extends beyond 3 hours, there will be an additional expense to Association of \$75.00 per hour for any time in excess of the 3 hours.

3.10 Perform periodic visual Community inspections and make recommendations to Board of Directors as to maintenance and improvements to Common Areas.

3.11 Provide regular reports to Board of Directors of the status of pending and completed operations affecting Association.

3.12 Provide the day-to-day bookkeeping services, as needed or monthly, necessary to pay the bills of Association. This service will consist of the following:

A. Keep all records of and perform all services in connection with the payment of bills, payrolls and such other items as may be provided for in the budget.

B. Collect all regular and special assessments levied by Board of Directors, as needed or monthly, from Association's members and other revenues, which may be due Association. Association hereby authorizes FirstService to request, demand, collect, receive and receipt for any and all assessments and charges which may be due Association and to alert Association's attorney of the status of receivables where they may need to take action in the name, and on behalf, of Association by way of making, recording, satisfying or foreclosing Association's liens therefore, initiating legal process or taking such other action necessary or appropriate, in its reasonable judgment, subject to Association's approval, for the collection of such assessments.

C. Cause all bills received and approved by Association, as needed or monthly, for services, work and supplies ordered in connection with maintaining and operating Community, to be paid by Association from Association's available funds all such proper bills as and when the same will become due and payable.

D. Maintain, as needed, Association's financial record books, accounts and other financial related records as provided by Association's Bylaws and pursuant to applicable law and issue certificates of account to Owners and their mortgagees and lienors together with such other documents as may be generally requested or provided in connection with sales, mortgages, or other transfers of Units/Lots or interests therein. FirstService may charge reasonable fees to Owners, purchasers of Units/Lots, their mortgagees and lienors (jointly referred to as, "**Owner Parties**") as additional compensation to FirstService for the preparation of a certificate of account and for such other documents as may be generally requested or provided in connection with sales, mortgages, or other transfers of Units/Lots or interests therein, to the extent not prohibited by applicable law, and for preparation and delivery of documents to be delivered to a purchaser in connection with the sale of a Unit/Lot. To the extent that applicable law prohibits FirstService from charging Owner Parties reasonable fees or if FirstService is limited in the amounts it may charge Owner Parties for certificates of account and/or related documents by statute or administrative rule, Association agrees to pay reasonable fees to FirstService for the preparation and delivery of documents to be delivered to a purchaser in connection with the sale of a Unit/Lot. The parties agree that an annual compilation, review or audit of the financial records will be made by an independent certified public accountant employed by, and at the cost, expense and approval of Association and at such times as determined by Association.

E. Prepare, annually, a suggested operating budget for Association setting forth an itemized statement of anticipated receipts and disbursements based upon the then current schedule for assessments and taking into account the general condition of Association and Community. Said budget, together with an explanatory statement, will be submitted to Association for final approval. The budget will serve as a supporting document for the schedule of assessments, reserve transfers and master assessment payments.

F. Deposit, as needed or weekly, all funds collected from Owners and others into a bank account established and maintained by FirstService, in FirstService's preferred partner bank, an operating account ("**Account**") in the name of Association and federal tax identification number. Such Account will be separate from all other accounts of FirstService and will identify FirstService as agent or custodian of said Account with signatory authority. FirstService may establish Association's reserve account(s) and any other accounts in the name of Association at a financial institution(s) chosen by FirstService and FirstService will have signatory authority over all reserve accounts except as designated by Association. FirstService will have no liability or responsibility for the rate of interest earned, if any, on such funds. FirstService will be under no liability or responsibility for any loss resulting from the insolvency of such depository. Within 60 days following the termination of the contract relationship between Association and FirstService, any account established and maintained by FirstService will be closed and their balances will be transferred to a new bank as designated by Association.

G. On a monthly basis, FirstService will render to Board of Directors statements of receipts, expenses, disbursements, financial charges, reserves and bank reconciliations. These statements will include a general analysis comparing the actual receipts and expenses to Association's approved budget. FirstService will provide the financial reports to the Board of Directors on or before the 30th of the month for the previous month (or on the next business day

if the 30th falls on a Saturday, Sunday, or holiday) if bank statements are provided to FirstService on a timely basis, unless Association is notified in writing of a delay due to Association's actions, request or if otherwise agreed by the parties for the particular month affected. In the event Association cannot provide accurate financial information at the commencement of bookkeeping services which would include, but is not limited to, accurate general ledger beginning balances, Owners' ledgers, financial statement packages and supporting documents or schedules, FirstService will only be responsible to produce a cash management report, an accounts payable report and an accounts receivable report reflecting information from and after the commencement of the bookkeeping services. If Association requests that FirstService assists in the process of obtaining accurate financial information, Association will be charged \$100.00 per hour for bookkeeping employees and \$250.00 per hour for any of FirstService's Vice Presidents or Directors. Said charges will also apply for bookkeeping services outside the scope of this Contract. If Association requests that FirstService use incomplete or inaccurate financial information provided by Association or its agent, Association will indemnify, defend and hold harmless FirstService, its directors, officers, agents, and employees, including reasonable attorney's fees and costs from any Claims (as defined herein), and will not assert any Claims related to the use and application of the incomplete or inaccurate financial information by FirstService.

3.13 FirstService will have access to Common Areas at all times as may be necessary so as to perform its duties hereunder.

3.14 FirstService represents and warrants that the person or persons employed by FirstService to directly provide any community association management services as defined in Chapter 468, Florida Statutes as required under this Contract will have at all times a Community Association Manager's license from the Florida Department of Business & Professional Regulation, and that FirstService will otherwise comply with provisions of Section 468.432, Florida Statutes.

3.15 The assumption of obligations by FirstService under this Contract is as agent of Association and does not require FirstService to pay any of the costs and expenses which are the obligation of Association, except as specifically assumed by FirstService in this Contract.

3.16 The records of Association that are in FirstService's possession will be kept at the office of FirstService or at a location designated by FirstService, and will be available for inspection, and for review and audit all as required by applicable law. For extraordinary or repeated records inspection or production requests, FirstService may charge Association a reasonable administrative fee for the time required to produce documents and for the time of a representative of FirstService to oversee the inspection.

4. **DESIGNATION.** Association will designate in writing a single individual who will be authorized to deal with FirstService on any matter relating to this Contract. In the absence of any such designation, the President of Association will have this authority. Association will not interfere nor permit, allow or cause any of its Officers, Directors or members to interfere with FirstService in the performance of its duties or in the exercise of any of its powers hereunder.

5. **INSURANCE.** Association and FirstService agree to obtain and maintain the respective insurance policies as set forth in this Contract (the "**Required Policies**"). The insurance requirements set out in the following subparagraphs are independent from all other obligations of the parties to this Contract and apply whether or not required by any other provision of this Contract, and regardless of the enforceability of any other provisions of this Contract. If, at any time, either party hereto allows any of its Required Policies to lapse, the other party may immediately terminate this Contract upon delivery of written notice to the other party.

5.1 **By Association.** Association hereby agrees to maintain at all times and to provide evidence of the following insurance to FirstService. Coverage for FirstService as an insured will apply as non-contributing insurance before any other insurance or self-insurance, including any deductible or retention maintained by, or provided to, FirstService:

A. Commercial General Liability Insurance covering all premises and operations, including and with limits not less than: (1) \$1,000,000 each occurrence for bodily injury, property damage and personal and advertising injury; (2) \$2,000,000 general aggregate; (3) \$1,000,000 products and completed operations; (4) \$1,000,000 non-owned and hired auto liability; (5) contractual liability; (6) assault and battery covered as a regular occurrence; and (7) "your real estate manager" included as an insured in the "Who Is An Insured" section of the policy.

B. Directors' and Officers'/Employment Practices Liability Insurance, including and with limits not less than: (1) \$1,000,000 per claim and aggregate applicable to the D&O coverage section; (2) \$1,000,000 per claim and aggregate applicable to the third-party EPL coverage section; (3) retroactive date back to the inception date of Association or coverage for full prior acts; and (4) FirstService as "property manager" must be included within the policy's definition of "insured" to the extent acting on behalf of Association pursuant to the terms of this Contract.

C. Workers' Compensation Insurance providing state statutory coverage for all employees, subcontractors, or volunteers of Association, and Employers' Liability Insurance with limits not less than: (1) \$500,000 each accident for bodily injury; (2) \$500,000 each employee for bodily injury caused by disease; and (3) \$500,000 bodily injury caused by disease.

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D. **Within 30 days of commencement of this Contract:** Umbrella or Excess Liability Insurance, including and with limits not less than: (1) \$5,000,000 each occurrence and aggregate; (2) follow-form coverage sitting over Association's Commercial General Liability, Directors' and Officers'/Employment Practices Liability and Employers' Liability policies; and (3) coverage for FirstService will be primary before any other insurance or self-insurance, including any deductible maintained by or provided to FirstService other than the Commercial General Liability, Directors' and Officers'/Employment Practices Liability and Employer's Liability coverages maintained by Association.

E. Commercial Crime Insurance written on a discovery form with a policy limit not less than the higher of the amount stated in Association's governing documents or the minimum amount as may be required by applicable law or any regulatory requirements, covering employee dishonesty, client coverage if applicable, forgery & alteration, money & securities inside and outside the premises, computer fraud and wire transfer fraud. Must include coverage for FirstService as property manager.

F. Property or Hazard Insurance written on an all-risk or special-perils form covering 100% of Association's real and personal property values, or as otherwise mandated by state law.

G. Cyber Liability Insurance, where applicable, with limits not less than \$1,000,000 per claim covering notification costs, credit monitoring, costs to defend claims by governmental regulators, fines and penalties, and loss resulting from identity theft, as well as network and information security liability, communications and media liability, regulatory defense expenses, crisis management event expenses, security breach remediation and notification expenses, computer program and electronic data restoration expenses, computer fraud, funds transfer fraud, e-commerce extortion and business interruption and extra expense.

H. All insurance carriers must be rated "A IX" or better by A.M. Best Company or "Substantial" or better by Demotech, and must be licensed or authorized to do business in the state in which Community is located.

I. Prior to the commencement of work under this Contract, Association will provide a current and original certificate of insurance providing evidence of the aforementioned insurance requirements. Association and FirstService agree that no work will commence under the terms of this Contract until a current and original certificate of insurance is received and approved by FirstService. Association will supply FirstService with a current and original certificate of insurance showing evidence of renewal coverage in compliance with the terms of this Contract.

5.2 **By FirstService.** FirstService hereby agrees to maintain at all times and to provide evidence of the following insurance:

A. Commercial General Liability Insurance, including and with limits not less than: (1) \$1,000,000 each occurrence for bodily injury, property damage and personal and advertising injury; (2) \$2,000,000 general aggregate; (3) \$1,000,000 products and completed operations; (4) contractual liability coverage; and (5) assault and battery covered as a regular occurrence.

B. Commercial Auto Liability Insurance, including and with limits not less than: (1) \$1,000,000 combined single limit and (2) \$1,000,000 non-owned and hired automobile liability.

C. Workers' Compensation Insurance providing state statutory coverage for all employees or subcontractors of FirstService, with Employers' Liability Insurance with limits not less than: (1) \$500,000 each accident for bodily injury; (2) \$500,000 each employee for bodily injury caused by disease; and (3) \$500,000 bodily injury caused by disease.

D. Umbrella or Excess Liability Insurance, including and with limits not less than: (1) \$5,000,000 each occurrence and aggregate and (2) follow-form coverage over the Commercial General Liability and Employers' Liability policies.

E. Prior to the commencement of work under this Contract and upon request of Association, FirstService will provide a current and original certificate of insurance providing evidence of the aforementioned insurance requirements. Upon request of Association, FirstService will supply Association with a current and original certificate of insurance showing evidence of renewal coverage in compliance with the terms of this Contract.

5.3 **Waiver of Subrogation.** Association expressly waives all rights of subrogation against FirstService for damages or losses, regardless of whether or not covered by any insurance obtained by Association or required to be obtained by Association pursuant to this Contract. Association's Required Policies will include an express waiver of subrogation either by endorsement or policy language.

6. **COMPENSATION AND COST REIMBURSEMENT.**

6.1 Association agrees to pay FirstService the sum(s) stipulated in Schedule I of this Contract per month ("**Contract Price**"), in advance on the first day of each month or as otherwise stated in this paragraph to be paid bi-weekly in arrears. The Contract Price may be increased due to any increases in social security, Medicare, unemployment or other governmental imposed taxes or charges, and/or due to any increases in workers' compensation insurance rates as stipulated by NCCL, and will be a direct pass through to Association as of the effective date of any such increase. By agreement in writing by both parties, the management fee payable to FirstService may be increased to the amount reflected each year in the operating budget as adopted and approved for the ensuing year. Association will establish

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and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by FirstService to meet Association's obligations for all amounts owed to FirstService under this Contract. Association will reimburse FirstService bi-weekly, in arrears, for actual wages paid (as per agreement by both parties) plus any labor rate and accrued benefits as stipulated in Schedule I if labor is provided on that basis. Association agrees that all outstanding balances due in excess of 30 days will be assessed interest at the maximum rate as allowed by law on the unpaid balance. Further, if payments for on-site staff are more than 15 days delinquent, FirstService will have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon 7 days' written notice to Association. During the period of time that on-site staff members have been removed from the Community, FirstService will have no responsibility for performance of services under this Contract that would be performed by on-site staff members. Further, FirstService will not be liable to Association, its members or to Owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when FirstService's on-site staff members have been removed from the Community.

6.2 Any additional hours or staff, including, but not limited to staff needed to work for employees who take provided PTO, vacation or holiday time, or bonuses requested by Association will be paid for at the individual's compensation plus labor rate as stipulated in Schedule I. Any employees of FirstService that are required to remain on-site will be paid during their break. Any non-exempt employee working in excess of 40 hours per week will be paid at time and one half.

6.3 In addition, any on-site Community Association Manager or maintenance supervisor who is an employee of FirstService will be required to attend periodic off-site continuing education programs or training sessions arranged by FirstService. FirstService will attempt to arrange such sessions to minimize any inconvenience to Association, and such sessions will be kept to a minimum.

6.4 Except as is otherwise expressly provided herein, Association will pay or reimburse FirstService for all additional expenses (as are more specifically set forth by illustration only in Schedule II hereto, made a part hereof by this reference) which may be incurred by FirstService in providing services, materials and supplies immediately upon receipt of an invoice thereof, except that FirstService will not be entitled to reimbursement for salaries of officers of FirstService and general office overhead of FirstService, as said items are actually included within the Contract Price.

6.5 Without limiting the provisions of Paragraph 6.4, if Association requests in writing that FirstService provide project coordination services to coordinate the project with the day-to-day affairs of Association, FirstService may charge for restoration of Common Areas after natural disasters and other insurable claims such as, without limitation, hurricanes, fire or floods, or other construction projects undertaken by Association. Association agrees to reimburse FirstService in an amount as the parties mutually agree for the additional administrative burden FirstService will incur and for additional staff, if needed, to assist with and coordinate the insurance claims (if any) and the repair and restoration process and work performed by contractors engaged by Association.

6.6 In addition to other amounts charged herein, FirstService may charge Association for litigation support services, which may include but are not limited to, court appearances, production of documents, discovery, meetings with counsel, depositions, etc. at \$75.00 per hour for administrative staff; \$150.00 per hour for the community association manager, Regional Director, or bookkeeping staff; and \$300.00 per hour for Vice Presidents, Presidents or officers of FirstService. Association will not be billed for litigation support services performed by on-site staff provided that such services can be performed during normal working hours within the normal day-to-day responsibilities of FirstService, the document requests are not excessive or unreasonable, and FirstService is not required to provide temporary support staff. In addition, FirstService may seek reimbursement of any administrative and legal fees and costs that are incurred by FirstService in response to subpoenas or administrative orders that seek the production of any documents in FirstService's possession, custody, and control relating to Association. The charges will not exceed \$300.00 per hour for attorney time, \$125.00 per hour for paralegal time, \$40.00 per GB upload/download for eDiscovery software, \$0.25 per page for hardcopy production, and \$0.05 per page for electronic production. This paragraph will survive the termination or expiration of this Contract.

7. **ENGAGEMENT OF EMPLOYEES BY ASSOCIATION.** Association recognizes that FirstService (i) is engaged in the competitive community association management business, (ii) invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce, and (iii) has a legitimate business interest in protecting its employee resources and the investment it makes to develop and enhance those resources. Accordingly, Association covenants and agrees that it will not, directly or indirectly, hire, employ, or otherwise engage any employees of FirstService, or former employees of FirstService, who provided services to Association ("**FirstService Employees**"), prospective employees FirstService presents for consideration ("**FirstService Prospective Employees**") or contract with, or in any way engage, the services of any firms employing any FirstService Employees or FirstService Prospective Employees during the term of this Contract and for a period of 12 months following the end of the contract relationship between the parties hereto. Should

Association violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty or buyout, the sum of 30% of the annual salary/wages of said FirstService Employees at time of termination or resignation of said employee(s) from FirstService, and/or the sum of 30% of the anticipated annual salary/wages of said FirstService Prospective Employees. Association agrees that the afore-described liquidated damages are fair, equitable, and reasonable sums not disproportionate to the anticipated and probable injuries which would result from a breach by Association and are appropriate to compensate FirstService for such contemplated injuries, the actual value of which are not certain and are currently difficult to ascertain. This paragraph will survive the termination or expiration of this Contract.

8. **NOTICES.** All notices required hereunder will be in writing and will be effective when deposited in the United States mail, with proper postage prepaid, certified mail, return receipt requested, or by national carrier delivery (FEDEX or UPS) and will be properly addressed:

To Association:
To the current President
At Association's address of record or the mailing address
FirstService has on file for the President.

To FirstService:
FIRSTSERVICE RESIDENTIAL FLORIDA, INC.
2950 N 28th Terrace
Hollywood, FL 33020
Attention: Legal Department

or to such other address or person as either party will, from time to time, designate for itself, in writing, to the other party, provided that notice of any change of address or contact person will not be effective until received.

9. **LIABILITY.** FirstService is not liable to Association (or to its directors, members, tenants, shareholders or their guests and invitees) for any Claims (defined below) unless the Claim is caused solely by FirstService's willful misconduct or gross negligence. "Claims" means any loss, claim, demand, liability, damages, injunctive relief, fines, penalties, administrative (or administrative agency) complaints, costs and expenses (including reasonable legal fees). FirstService is not liable for consequential, exemplary or punitive damages. "Indemnified Parties" means FirstService and its parent company, affiliates, their respective shareholders, members, directors, officers, partners, employees, representatives, assigns and agents. Association will defend, indemnify and hold harmless the Indemnified Parties from Claims arising from any of the following: bodily injury, personal injury or property damage, including but not limited to property damage caused by FirstService employees; acts performed by FirstService under this Contract; liens filed against Community, Association, or the Indemnified Parties; liability based on FirstService's status under applicable law as a "managing agent" (or similar characterization); acts of Association or its employees or third parties hired by Association; events that either occurred prior to FirstService's appointment or after the termination of this Contract; or FirstService's negligence (but not if caused solely by FirstService's gross negligence or willful misconduct) including but not limited to the negligent actions of the Indemnified Parties, regardless of whether such negligence was the sole, proximate or producing cause of the Claims. If any applicable legal limitations affect the enforceability of the indemnification under this Contract, such legal limitations will operate to amend the indemnification only to the minimum extent necessary to bring the provisions of this Contract into conformity with the requirements of such limitations. This indemnification is not limited to amounts payable under insurance policies. This paragraph does not abrogate FirstService's rights to coverage under any Association insurance policy, or modify the provisions of Paragraph 5. This paragraph survives the expiration or termination of this Contract.

10. **MISCELLANEOUS.**

10.1 In any legal action arising from this Contract or connected herewith the prevailing party will be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, at mediation, arbitration or trial and in any appeals).

10.2 In any litigation arising from this Contract, venue will be solely in **Miami-Dade** County, Florida.

10.3 Association and FirstService hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal action or proceeding arising out of or relating to this Contract or any contract or transactions contemplated hereby, and for any counterclaim in connection herewith.

10.4 No waiver of a breach of any of the covenants contained in this Contract will be construed to be a waiver of any succeeding breach of the same or any other covenant.

10.5 No modification, release, discharge or waiver of any provision hereof will be of any force, effect or value, unless in writing, signed by both of the parties to this Contract, their respective successors and assigns. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Contract or any addendum transmitted by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original executed copy of this Contract or addendum hereto for all purposes. Execution by FirstService must be by a President or any other executive officer as reflected in the records maintained by the Secretary of State.

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10.6 If any term or condition of this Contract is, to any extent, invalid or unenforceable, the remainder of this Contract is not to be affected thereby and each term and condition of this Contract is to be valid and enforceable to the fullest extent permitted by law. This Contract will be construed in accordance with the laws of the State of Florida.

10.7 FirstService will be free to contract for similar services to be performed for other entities, wherever located, while it is under contract with Association. Under no circumstances will this Contract provide the basis for Association, or any of its members, officers, directors, agents or employees, to look to FirstService as its or their employer, or a partner or principal. Nothing in this Contract will be deemed to create or be construed as constituting a joint venture or partnership between Association and FirstService. Association, its members, officers, directors, agents or employees who are not direct employees of FirstService will not be entitled to, nor will they make any claim for, any benefits accorded to FirstService's employees, including, but not limited to, workers' compensation, vacation or sick pay.

10.8 Except as otherwise set forth herein, this Contract constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. Notwithstanding the foregoing, this Contract will not act to excuse any amounts due and unpaid under a previous contract between the parties, nor will this Contract act to extinguish any obligations from a previous contract between the parties which specifically survive the termination or expiration thereof. This Contract will be binding upon the parties hereto and their respective successors and assigns.

10.9 Association represents and warrants that the execution, delivery and performance of this Contract by Association will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which Association is a party or under which it is bound. Association further represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Contract. Association also represents that it is not bound by the terms of any collective bargaining agreement and there has been no action taken by its employees which would subject Association to the collective bargaining process under applicable labor laws. Association is not aware of any labor organizing efforts involving its employees.

10.10 To the extent Chapter 718 is applicable to this Community, the parties hereto hereby acknowledge and agree that this Contract complies with Section 718.3025, Florida Statutes.

10.11 Association agrees to provide a safe and healthy work environment for all employees provided by FirstService. If FirstService, in the exercise of its reasonable discretion, determines that there are conditions within the Community which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by Owners, residents, guests and invitees, FirstService will have the ability, notwithstanding anything to the contrary contained in this Contract, to remove on-site staff members upon written notice to Association. During the period of time that on-site staff members have been removed from the Community, FirstService will have no responsibility for performance of services under this Contract that would be performed by on-site staff members. Further, FirstService will not be liable to Association, its members or to Owners, their guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to FirstService's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when FirstService's on-site staff members have been removed from the Community.

10.12 FirstService is not an architect, landscape architect, engineer or construction manager and does not provide these types of professional services under this Contract. Notwithstanding anything to the contrary in this Contract, it is not FirstService's responsibility to determine whether any structure within the Community, including its architectural design or whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Community. FirstService disclaims any and all liability related to, arising out of or associated with the professional services referenced in this paragraph and FirstService has no liability for any claims or lawsuits related to, arising out of, or associated with the professional services referenced in this paragraph. This paragraph survives the expiration or termination of this Contract.

10.13 In the event that FirstService will be required under any law or by any governmental agency to collect sales tax on any fees payable to FirstService hereunder, the amount of any such sales tax will be charged to and will be payable by Association. In the event the governing municipality imposes a charge for a business tax receipt, occupational license or similar charge related to FirstService's performance of services for Association from Association's on-site management office, the actual charge will be paid by Association.

10.14 During the term of this Contract and to the extent not prohibited by the governing documents, FirstService reserves the right to affix and maintain a sign in a prominent location within the Community to identify FirstService ("Professionally Managed by ..."). Said sign will be in a location likely to come to the attention of those entering the Community, and will have approximate dimensions of 15"w x 12"h.

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10.15 Association acknowledges and agrees that it and/or Owners may from time to time receive email contact or other communication from FirstService regarding topics including, but not limited to, discounts obtained by FirstService for various services which are being made available to Owners, promotions being offered by FirstService or services being offered by FirstService and/or its affiliated or related companies or subsidiaries.

10.16 FirstService does not provide notary services. Any employee who notarizes a document is acting outside the scope of FirstService's employment. Accordingly, notwithstanding anything to the contrary contained in this Contract, Association hereby agrees to defend, indemnify and hold harmless FirstService and its employees from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs whether pre-litigation, or at the trial or appellate levels, if applicable, against it or them by any party, resulting from or related to the performance of the above services, except if caused solely by the gross negligence of FirstService.

10.17 The parties hereto will be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by Association for services actually provided by FirstService pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure will excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to FirstService by Association for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period will be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing will not be interpreted as extending the term or renewal term of this Contract.

10.18 Association agrees that FirstService employees will not be required to act as Association's corporate representative for purposes of discovery, hearings, mediation, or trial, whether in litigation, arbitration, administrative or other proceedings.

11. **DISCLOSURE.**

11.1 **In General.** Association is the ultimate decision maker for the purchase of goods and services and the selection of the vendors for the Community. In connection with its duties under this Contract, FirstService will recommend to Association the purchase of goods and services from various vendors, some of whom may be affiliates of FirstService or businesses with which FirstService has a contractual or other relationship under preferred vendor programs. Association is not obligated to engage FirstService's preferred vendors or any other recommended provider. FirstService endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. FirstService and the current subsidiary/related companies providing services in Florida are: FirstService Financial, Inc.; FS Insurance Brokers, Inc.; Luke Brothers, Inc.; APS of Hollywood LLC d/b/a American Pool Service; LIV unLtd, LLC; The Amenity Collective, LLC; California Closets operating under various fictitious names and/or related entities; Certa ProPainters Ltd.; Paul Davis Restoration, Inc. and all franchisees and related entities; Advanced Fire and Security, Inc.; Century Fire Protection, LLC; Super Restoration Service Co., LLC d/b/a Super Restoration; Heartline Fitness Products, Inc.; Interstate Restoration, LLC and its affiliates; Rolyn, LLC; Commercial Fire and Communications, Inc.; Swim Club Management Group of Charlotte, LLC and its affiliates; MarWest Commercial Real Estate Services, LLC; and Planned Building Services, Inc.

11.2 **FirstService Financial.** FirstService Financial, Inc. and its subsidiary FS Insurance Brokers, Inc. (collectively, "**FirstService Financial**") are affiliates of FirstService that were formed for the purpose of aggregating the buying power of properties managed by FirstService and its affiliates. FirstService Financial develops banking and insurance programs that are offered exclusively to clients of FirstService and its affiliates. FirstService Financial may receive fees or commissions from their banking and insurance partners for their assistance with the development, placement, servicing and maintenance of these programs.

11.3 **Third Party Screening and/or Vendor Compliance.** If Association selects a screening company which uses FirstService to assist in the screening process and/or the secure storage of screening reports, FirstService may be reimbursed by the screening company in an amount as FirstService and the screening company may mutually determine. FirstService may use a third party to assist with vendor compliance. In such event, FirstService may be reimbursed by the third party in an amount as FirstService and the third party may mutually determine.

12. **SPECIAL TERMS.**

12.1 **Commencement of Limited Services.** In an effort to achieve a seamless transition of services, upon Association's request and direction, FirstService may perform limited services, such as establishing Association's bank accounts and causing payment of certain invoices (the "**Limited Services**") prior to commencement. The fee(s) for such

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services will be as mutually agreed upon by the parties. Should FirstService provide the Limited Services, the terms and conditions of this Contract will apply as if this Contract is in full force and effect.

12.2 **Shared On-Site Staff.** Association shares on-site staff with other **Hammocks** association(s) as it relates to its master/sub relationship. Any wages, labor rate, health care benefits or other costs associated with these employees that are payable to FirstService will be paid by **Hammocks Community Association Incorporated.**


12.3 **Transition of Data.** Upon the expiration or earlier termination of this Contract and in accordance with Florida Statutes, FirstService will assemble and organize all records of Association and transfer same to Association's representative. FirstService may retain a copy of any financial records that are needed to prepare the final financials through the date of termination. FirstService agrees that at Association's option, all records of Association will be transferred electronically where available, provided that such transfer does not compromise the security of FirstService's internal computer and/or other electronic information systems. Notwithstanding the forgoing, FirstService will not be required to provide Association any of FirstService's intellectual property, software, or other technology that it may utilize to conduct its day to day operations in fulfilling its obligations to Association pursuant to this Contract or Florida law.

12.4 **Receptionist Schedule.** For the sake of clarity, the schedule for the receptionist position will be mutually agreed to by the parties. To the extent possible, such position will include weekend hours.


ABSENCE OF SECURITY DISCLAIMER. Association is not entering into an agreement with FirstService to provide any form of security, detective, burglar protection, or other protection services. Protection services include, but are not limited to: bodyguard services, burglar or fire alarm or other security system devices, monitoring and maintenance, guard, patrol and parking or other facility security services, vehicle or foot patrol, gate, lobby, or entrance guard service, or personnel which may be dispatched from any other site upon request for any of the aforementioned reasons (collectively, "**Security/Protection Services**"). Association understands that FirstService is not providing any form of Security/Protection Services. Association recognizes it is possible that board members, occupants, invitees, Owners, tenant, or guests may interpret the presence of FirstService employees as a form of security, but Association is responsible to clearly communicate to its board members, occupants, invitees, Owners, tenants, and guests that FirstService is not providing any form of Security/Protection Services. FirstService will not in any way be considered an insurer or guarantor of Security/Protection Services within the Community. FirstService will not be held liable for any loss or damage by reason of failure to provide adequate Security/Protection Services nor for ineffectiveness of Security/Protection Services measures undertaken or for any negligence in not providing Security/Protection Services. FirstService does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended and further acknowledges that FirstService has made no representations or warranties nor has Association, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written above:

HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED


Signature
Melante Damian for David M. Gersten
Printed Name and Title

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.


Signature
Stephanie Parker - President, South Florida Condo HOA
Printed Name and Title

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SCHEDULE I – CONTRACT PRICE
HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED
6,559 Units/Lots

MANAGEMENT FEE

Includes supervising regional director and bookkeeping services

EFFECTIVE**December 2022****MONTHLY****\$26,793.00****Post term 5% annual increase if Contract is extended after Initial Term** (rounded to nearest dollar)**ON-SITE STAFF (IF APPLICABLE)**

The on-site staff will consist of the following positions to be provided by FirstService. This is the minimum staffing and may only be increased upon prior written approval of Association and FirstService:

<u>Position</u>	<u>Minimum Hours Per Week</u>	<u>Labor Rate</u>
Licensed CAM	Full-time	23 %
Assistant Association Manager	80	23 %
Administrative Assistant	120	23 %
Receptionist	80	23 %
Code Enforcement	80	23 %
Operations Supervisor	40	23 %
Any additional administrative	Per mutual approval	23 %
Any additional concierge/front desk	Per mutual approval	23 %
Maintenance Supervisor	40	23 %
Maintenance	200	23 %
Janitorial	80	23 %
Social Director	40	23 %
Recreation	80	23 %
Any additional non-administrative	Per mutual approval	23 %

The labor rate as stipulated above is a percentage of and is added to the wages paid and includes, but is not limited to, social security tax, federal/state unemployment tax, workers' compensation insurance, FirstService's contribution to employee 401(k) benefit, pre-employment screening, recruitment expense, payroll processing and human resource administration.

Eligible on-site staff will receive the following minimum benefits (if Association elects eligible full-time employees of FirstService for a part-time position at Association, these benefits will be on a pro rata basis):

1. Standard health care benefits will be offered to all eligible on-site staff members who are employees of FirstService, with Association and the employee each paying a portion of the cost. The monthly amount Association will be responsible for in 2022 for each eligible on-site staff member who elects coverage is \$650.00, increasing to \$698.00 in 2023, which is inclusive of the costs associated with the benefits. This amount will be referred to as the "**Monthly Benefit Payment**" and is subject to increase on an annual basis and is due in full as to any employee that elects coverage and is employed as of the first of the month. There is no credit or pro rata return of any portion of the Monthly Benefit Payment should an employee resign, be terminated or transferred after the first of the month. Employees are entitled to standard health care benefits while on FMLA leave. Employees who elect coverage will have the option to select alternate medical plans offered by FirstService and/or add dependents.

2. Association is responsible to pay for employees paid time off provided by FirstService's policies, including but not limited to holidays, accrued vacation, and personal time off ("PTO") as stipulated in FirstService's standard employment policies, up to and including the termination of this Contract or transfer of the employee from this Community.

SCHEDULE II HAMMOCKS COMMUNITY ASSOCIATION INCORPORATED

These expenses are subject to increase upon 30 days' written notice to Association

- A. **STANDARD CHARGES.** The following expenses will be charged to and become a cost of Association when applicable and will be reimbursed to FirstService.
1. Maintenance fee payment handling of **\$0.65** per Unit/Lot per month, regardless of payment frequency or method of payment (whether statements/direct debit, or other form of non-delinquent assessment communication).
 2. **For requests that cannot reasonably be performed by on-site staff during their normal scheduled hours along with their other responsibilities:** Administrative fees for production and inspection of records by Association members at \$75.00 per hour for administrative staff and \$150.00 per hour for the community association manager, regional director, or bookkeeping staff.
 3. Community technology solutions, including Connect and the website at \$100.00 per month.
 4. Miscellaneous expenses (storage/retrieval, 1099 forms and preparation, etc.) at \$360.00 per year; copies at \$150.00 per year.
 5. Payroll and system technology cost at cost.
 6. INTENTIONALLY OMITTED.
 7. Membership notices/packages at **\$2.25** per Unit/Lot.
- B. **ADDITIONAL CHARGES.** The following expenses will be charged to and become a cost of Association when applicable and will be reimbursed to FirstService.
1. Special assessment preparation and communication at **\$5.00** per Unit/Lot per year for each assessment issued.
 2. Special assessment processing at **\$1.50** per Unit/Lot for months when the special assessment is due throughout the term of the assessment.
 3. INTENTIONALLY OMITTED.
 4. NSF check handling fee to the extent not prohibited by law to compensate FirstService for the processing of the NSF and the preparation and mailing of the notice.
 5. Violation notices at \$5.00 each (no charge if performed by on-site staff).
 6. INTENTIONALLY OMITTED.
 7. Check handling fee at \$2.00 per check that is unable to post (i.e., not signed, not dated properly, not made payable to Association, etc.).
 8. If applicable: Any fees/costs to acquire/install/service/operate cell phones or on-site computers/office equipment.
 9. If applicable: Reimbursement for items such as business cards, name tags, uniforms, office supplies, and janitorial supplies.
 10. Certified mail handling at \$7.50 per piece (no charge if performed on-site).
 11. Manual check processing, other than in an emergency at \$3.00 per check; emergency manual checks at \$25.00.
 12. INTENTIONALLY OMITTED.
 13. If applicable: Any services not provided for in this Contract will be agreed upon in writing by Association and FirstService, such as the creation and maintenance of applications or websites for Association.
 14. INTENTIONALLY OMITTED.
 15. Administrative fee for bank accounts at non-FirstService partner banks: \$25.00 per account per month.
 16. Certificates of deposit at non-FirstService partner banks: \$50.00 per certificate at opening and each renewal.
- C. The following expenses will be billed to Association and charged to Owner for reimbursement to Association.
1. Collections as follows:
 - Delinquent account reminders at \$11.00 each.
 - 30 day collection notices at \$36.00 each.
 - Attorney transfer packages on collection matters at \$200.00 each.
 - Statutorily required notification of intent to record claim of lien at \$150.00 each (if Association elects to have FirstService prepare/send the notification and governing law or regulation does not preclude FirstService from preparing the notification).
- D. The following expenses will be charged to Owner or third party.
1. FirstService may charge, collect and retain a lease or resale application processing fee to the extent not prohibited by law.





 Initials _____ Initials _____

EXHIBIT E



Proposal

12600 S.W. 125 Avenue, Miami, FL 33186
(305) 255-7000, Fax (305) 255-1281

12/15/2022

Eric Thompson, Partner
Gordon, Rees, Scully Mansukhani
100 SE Second St. #3900
Miami, FL 33131

ethompson@grsm.com

RE: The Hammocks Master Assoc. - landscape maintenance for 2023

Landscape maintenance as follows:

- 1. Turf areas as indicated below, to be mowed 28 times per year, 2 times each month with 2 additional cuts in rainy season.
2. Pick up litter, papers, cans/bottles etc. on lawns before mowing.
3. Grass clipping are to be blown off roads, sidewalk, driveways.
4. Blade edge sidewalks, curbs, driveways and shrub beds at each cut.
5. Shrub, hedge and weed control to follow ANSI A 300 horticultural standards by separate specialized detail crews.
6. Disposal of debris generated by above maintenance.
7. Supervision of above work to be done by senior technical staff to include coordination and communication of daily work areas to management.

Miscellaneous:

Turf Management carries \$2,000,000 comprehensive liability insurance, \$ 1,000,000 comprehensive auto liability and Worker's compensation insurance.
Contract good for 12 months but may be cancelled by either party with 60 days written notice.
Billing for services will be billed based on total annual lawn and shrub contract price, divided by number of cuts in month.
Estimated number of cuts and dates will be billed at beginning of month, with payment due 15 days subsequent to month's end.
Contract to be self renewing based on mutually agreed contract price adjustment.

Schedule of charges:

Table with 4 columns: Category, Annual, Lawn (K), Shrubs (K). Rows include Roadways, Greenbelts/Lakes, Recreation centers, Neighborhoods, and Total.

Footnotes:

- 1. Shrub maintenance does not include certain areas where Bougainvillea vines have been installed to deter entering the lakes and recreation areas. Also excluded are trimming of the Canary Island palms on 104 St., Hammocks Blvd. and 147 Ave. which require tree trimming expertize and equipment.

Signature: [Handwritten Signature] By: David Waddell
Date: 12.27.2022 ISA Certified Arborist
For Turf Management



Proposal

12600 S.W. 125 Avenue, Miami, FL 33186
(305) 255-7000, Fax (305) 255-1281

12/15/2022

Eric Thompson, Partner
Gordon, Rees, Scully Mansukhani
100 SE Second St. #3900
Miami, FL 33131

ethompson@grsm.com

RE: Hammocks Master Assoc. - Miami, FL - tree trimming proposal

We propose to trim shade and palm trees for the above Association.

Due to the scope and number of trees and palms, our proposal includes a daily trim rate which can be used for budgetary and contract purposes.

Contractor qualifications: Contractor shall have on-staff to oversee this project an arborist who is certified by the International Society of Arboriculture.

Scope of Work: All shade trees and palms shall be pruned following the standards set forth in the ANSI A-300 pruning guidelines. Hammocks Master Assoc. shade trees will require a combination of the following pruning.

Clean canopy - Selective pruning to remove one or more of the following parts: dead, diseased, and broken branches.

Raise canopy- Selective pruning to provide for vertical clearance over roadway such that a 15 foot clearance is maintained.

Reduce canopy - Selective pruning to decrease height and/or spread. When performing canopy reduction, all cuts shall be made at appropriate lateral branches; heading cuts shall not be permitted. For the larger tree species such as the Black olive and Mahogany the entire tree canopy should be reduced in height and width.

Thin canopy- Selective pruning to reduce density of live branches.

Trees adjacent to structures, signs, light posts shall have their canopies reduced to provide clearance.

Where feasible, not more than 25% of the foliage on mature trees should be removed.

The minimum size of branches to be removed in 1 inch.

Palm frond petioles shall be cut as close to trunk as possible. All loose frond bases shall be removed. Palm trunks and thatch shall not be shaved.

Heading cuts shall not be permitted unless there is no other option to provide for safety of the tree.

Contractor shall be responsible for daily clean up and disposal of debris.

Daily rate: To be based on an 8 hour on site day to include a 1 hour disposal run. Part days shall be prorated for hours on site.

Contractor to be responsible for daily work sheet to be submitted to Management with location and hours worked.

Our daily charge:
Shade trees... \$ 1,450
Palm trees ... \$ 1,450

Handwritten note: This agreement may be cancelled on 60 day notice

Signature: [Signature] for the Receiver By: David Waddell
Date: _____ ISA Certified Arborist
For Turf Management

This Proposal becomes a Contract upon acceptance by both parties.



Proposal

12600 S.W. 125 Avenue, Miami, FL 33186
(305) 255-7000, Fax (305) 255-1281

12/15/2022

Eric Thompson, Partner
Gordon, Rees Scully Mansukhani
100 SE Second St. #3900
Miami, FL 33131

ethompson@grsm.com

The Hammocks Master Assoc. - December 2022 clean up

Lawn mowing:

We propose a 1 time lawn mowing clean up of the Roads, Greenbelts/Lakes, Recreation Center and Neighborhoods. Clean up to include mowing lawns, string trimming, edging hardscapes and established bed lines. Lawns cut at recommended height for St. Augustine grass (3.5").

Our charge ... \$ 13,700 Approved 

Shrub and hedge detailing:

We propose a 1 time detailing of shrubs and hedges for the following key areas only. Detailing to include trimming of hedges, removal of weed and volunteer plants that have grown in the hedges;

Areas to include:
Recreation centers (3) to include inside pool area, play grounds; excluded are Bougainvillea hedges around outside perimeters.
18 HOA managed neighborhood entrances.
Hedges, median shrubs and bougainvillea vines on 104 St.
Hedges and bougainvillea vines on Hammocks Blvd.
Hammocks Clubhouse.

Our charge ... \$ 10,000 Approved 

Roadway tree sucker removal

Removal of tree sucker on base of roadway trees along the main roads that are causing traffic and pedestrian site problems along sidewalk and swales. Roads include: Hammocks Blvd., 147, 152, 157 and 162 avenues; 104 st from 147 to 162 ave.; 96 st from 147 ave. to Hammocks Blvd.; 112 St. Limited limb up of trees to 8 ft. where required.

Kendall drive and Neighborhoods do not have issues and Greenbelts are outside this proposal.

Our charge ... \$ 6,250 Approved 

By: David Waddell
ISA Certified Arborist
For Turf Management

This Proposal becomes a Contract upon acceptance by both parties.


on the Receiver



Proposal

12600 S.W. 125 Avenue, Miami, FL 33186
(305) 255-7000, Fax (305) 255-1281

12/16/2022

Eric Thompson, Partner
Gordon, Rees, Scully Mansukhani
100 SE Second St. #3900
Miami, FL 33131

ethompson@grsm.com

RE; Hammock Master - Ficus hedge stump removal

We propose to remove the ficus stumps for hedges that have been cut as of this date, along the Master Assoc.'s roadways.

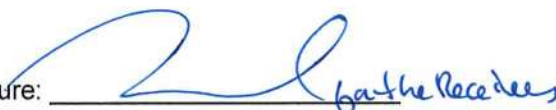
Stumps and roots to be removed and area rought graded.

We will be responsible for daily clean up and disposal.

Ficus stumps in 18 neighborhoods are outside this proposal.

Total stumps to remove on the roadways are ... 7,465

Our charge ... \$24,900

Signature:  *for the Recedees* By: *David Waddell*

Date: 12.27.2022 ISA Certified Arborist
For Turf Management

This Proposal becomes a Contract upon acceptance by both parties.

hammocks ficus stump removal

COMPOSITE
EXHIBIT F

GORDON&REES
SCULLY MANSUKHANI
YOUR 50 STATE PARTNER®
1111 Broadway, Suite 1700
Oakland, California 94607
(510) 463-8600
Tax ID: 94-1617026

David Gersten
Judge Beatrice Butchko
100 SE Second Street, Suite 3900
Miami, FL 33131
dgersten@grsm.com

December 22, 2022
ID: GERSP 1292668
Invoice No. 21248218
Gersten, David M.

RE: Danton v. Hammocks Community Association

BILLING SUMMARY THROUGH December 14, 2022

Fees For Professional Services:	\$83,150.00
LESS DISCOUNT	-\$9,978.00
Total for Professional Services:	\$73,172.00
Expenses and Advances:	<u>\$33.35</u>
Current Bill:	\$73,205.35

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 5% (five 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>
11/17/22	Conference with Judge Butchko on speaker phone re: appointment as receiver; and conference(s) with Jesmany Jomarron re: issues in matter and arrange to conference with Michael Kaufman	DMG2	0.60
11/18/22	First organizational meeting with Jesmany Jomarron, Bill McCann, Steve Katz Michael Kauffman and Eric Thompson re: steps going forward and issues to be addressed; conference with Jesmany Jomarron re: D&O policy; review message from Realtor re: sale of house; conference with Bill McCann re: D&O policy; and review and edit draft statutory letter to homeowners	DMG2	3.60
11/18/22	Attend (remotely, via Zoom) meeting with D. Gersten and co-counsels (Steve Katz, Esq., Jesmany Jomarron, Esq., William McCaughan, Esq., and Michael Kaufman, Esq.) to discuss strategy/action items going forward	ERT	1.70
11/18/22	Telephone call for real estate for purchaser Sonia Pabon, including their request for an estoppel letter (including our efforts to date regarding impending closings in the Hammocks)	ERT	0.20
11/19/22	Zoom conference with Legal team and advisory board; and de-brief conference and assign tasks of legal team	DMG2	2.10
11/19/22	Attend (remotely, via Zoom) meeting with D. Gersten and co-counsels (Steve Katz, Esq., Jesmany Jomarron, Esq., William McCaughan, Esq., and Michael Kaufman, Esq.) to discuss strategy/action items going forward	ERT	0.80
11/19/22	Analyze and revise draft Chapter 720 notice to homeowners of receivership (drafted by co-counsel, Steve Katz, Esq.), as requested by D. Gersten	ERT	0.10
11/19/22	Attend (remotely, via Zoom) meeting with D. Gersten, co-counsels (Steve Katz, Esq., Jesmany Jomarron, Esq., William McCaughan, Esq., and Michael Kaufman, Esq.), Ann McDermott, and Hammock advisory board members to discuss strategy/action items going forward	ERT	1.30
11/20/22	Zoom conference with the legal team re: issues addressed and issues going forward; zoom conference with Edward Makaron, Jesmany Jomarron and Eric Thompson re: establishing a hot line and updating Hammocks website; email to Melanie Damian re: state attorney's office requests; and review multiple emails and documents sent by Ana	DMG2	2.40

Danton re: property and audit

11/20/22	Attend (remotely, via Zoom) meeting with D. Gersten, independent counsel for D. Gersten (Melanie Damian, Esq.), and co-counsels (Steve Katz, Esq., Jesmony Jomarron, Esq., William McCaughan, Esq., and Michael Kaufman, Esq.) to discuss strategy/action items going forward	ERT	1.40
11/20/22	Attend (remotely, via Zoom) meeting with D. Gersten, co-counsel Jesmony Jomarron, Esq., and Edward McKaron to discuss strategy/steps going forward with regard to Mr. McKaron setting up a hotline to process community member concerns/complaints	ERT	0.50
11/21/22	Review and respond to over 20 email(s) re: documents attached, pending issues, state attorney issues, accounting and maintenance issues and various other topics; conference with Legal team re: today's issues and financial issues; conference with Jesus Cue, Eric Thompson and Melanie Damian re: bank accounts and other financial information; and secondary conference with Melanie Damian and Eric Thompson re: financial issues	DMG2	5.00
11/21/22	Attend (remotely, via Zoom) meeting with D. Gersten, independent counsel for D. Gersten (Melanie Damian, Esq.), and co-counsels (Steve Katz, Esq., Jesmony Jomarron, Esq., William McCaughan, Esq., and Michael Kaufman, Esq.) to discuss strategy/action items going forward	ERT	0.90
11/21/22	Telephone conference with D. Gersten, independent counsel for D. Gersten (Melanie Damian, Esq.), and the Hammocks current accountant (Jesus Cue) regarding Mr. Cue's relevant knowledge as to the Hammocks' finances/financial documents (to identify/gather all such information/documents in furtherance of D. Gersten's performance of his receivership duties)	ERT	0.50
11/21/22	Telephone conference with D. Gersten and independent counsel for D. Gersten (Melanie Damian, Esq.) to discuss steps going forward following our telephone conference with the Hammocks current accountant (Jesus Cue)	ERT	0.10
11/21/22	Telephone call from Lisa Jason (Coastal Title) regarding 11/30/22 closing by purchaser Andrea Otero, including Ms. Jason's request for an estoppel letter (including our efforts to date regarding impending closings in the Hammocks)	ERT	0.20
11/22/22	Attend and conduct zoom conference with the legal team and advisory board for status update; strategic conference with Jesmany Jomarron re: hotline and air table technology; conference(s) with Kathy Rundle re: documents; review and respond to multiple email(s) from various lawyers, homeowners, brokers and legal team along with review of	DMG2	4.70

	documents sent for receiver review; and multiple conferences with Legal team re: insurance, things immediately pressing and various other issues re: clubhouse and grounds and case dismissals		
11/22/22	Travel from office to Hammocks clubhouse to attend inspection of premises with State Attorney's Office (23 miles)	ERT	0.60
11/22/22	Travel from Hammocks clubhouse back to office returning from attendance at inspection of premises with State Attorney's Office (23 miles)	ERT	0.70
11/22/22	Attend inspection of premises at Hammocks clubhouse with State Attorney's Office (travel time separately billed)	ERT	6.80
11/23/22	Review and respond to multiple emails from legal team re: HOA payments, maintenance workers, investigation etc; conference with Melanie Damian re: issues needing immediate attention; respond to emails from broker/lawyers re: estoppel letters; de-brief with Eric Thompson re: issues from clubhouse; and legal team conference re: contracts, security, clubhouse opening hours and air table	DMG2	2.60
11/23/22	Telephone conference with D. Gersten, independent counsel for D. Gersten (Melanie Damian, Esq. and Russell Landy, Esq.), and co-counsels (Steve Katz, Esq., Jesmony Jomarron, Esq., William McCaughan, Esq., and Michael Kaufman, Esq.) to continue to discuss strategy/action items going forward	ERT	0.90
11/23/22	Telephone call from Lady Blanco (Express Title) regarding 11/30/22 closing by Mirtha Hernandez, including Ms. Blanco's request for an estoppel letter (including our efforts to date regarding impending closings in the Hammocks)	ERT	0.10
11/23/22	De-brief with D. Gersten re: issues from clubhouse; and legal team conference re: contracts, security, clubhouse opening hours and air table	ERT	0.20
11/24/22	Communications with Jesmany Jomarron re: Edward Makaron re: access to website and alternative websites	DMG2	0.30
11/25/22	Review and respond to Ann McDermott email re: vandalism; review and respond to Melanie Damian email re: vandalism and zoom meeting; email to Eric Thompson and Jesmany Jomarron re: powerpoint; review and respond to Jesmany Jomarron email re: Coco tree service; review and respond to Melanie Damian email re: criminal charge; review and respond to email from Jesmany Jomarron re: estoppel information; email to team re: possible sanitation issue; email to Eric Thompson re: agenda and items to belated on it for Sunday's zoom; review and respond to Steve Katz email re: termination clause in contract re: Coco;	DMG2	2.20

review Melanie Damian email re: effect of court order; review and respond to Melanie Damian email re: bank accounts; review and review and respond to team emails re: estoppel letter and notice to homeowners; conference with Edward Makaron re: technology for voting on issues like security; review and respond to email from Melanie Damian re: items need to be addressed on Monday; review and respond to email sent by Melanie Damian re: Coco Tree Service re: termination; email to Melanie Damian and Eric Thompson re: email received from Marcoantonio re: vandalism; review and respond to email from Jesmany Jomarron re: additional warehouse; and review and respond to Jesmany Jomarron updated list of FAQ's along with writing my suggested edits

11/25/22	Draft chart of action items conducted to date and further actions to be performed (to be used by J. Jomarron in preparing PowerPoint for use by D. Gersten during 11/29/22 "State of the Union"), including analyze notes from all meetings conducted to date, all email correspondence to date between attorneys regarding actions items performed thus far and going forward, and the Court's Order Appointing Receiver by Stipulation of the Parties, 5 pages	ERT	5.80
11/26/22	Send email to team re: updates on frequently asked questions; review and respond to Steve Katz email re: waste issues; email(s) to/from Jesmany Jomarron re: powerpoint; and review and edit current draft of powerpoint	DMG2	0.90
11/26/22	Email correspondence with co-counsel (Jesmany Jomarron, Esq.) regarding contact/other information for calls that I have fielded for individuals requesting estoppel letters (for Mr. Jomarron to add to estoppel letter database)	ERT	0.10
11/27/22	Review and respond to Melanie Damian email re: conflict; team zoom conference re: all pending matters; and review and edit multiple drafts of powerpoint presentation in preparation of Tuesday's State of the Union	DMG2	2.80
11/27/22	Attend (remotely, via Zoom) meeting with D. Gersten, independent counsel for D. Gersten (Melanie Damian, Esq. and Russell Landy, Esq.), and co-counsels (Steve Katz, Esq., Jesmony Jomarron, Esq., William McCaughan, Esq., and Michael Kaufman, Esq.) to continue to discuss strategy/action items going forward	ERT	1.80
11/28/22	Finalize "State of the Union" powerpoint for use at court hearing and for posting thereafter on the Hammocks website; review and respond to multiple emails from the following: Jesmanny Jomarron, Melanie Damian, Russell Landry, Michael Kaufman, Ken Dante, Bill McCaughn, Jessica Valdez (real estate), Gabriel Calero (bank), Richard	DMG2	4.10

	Markowitz(lawyer re: real estate),Steve Katz; attend zoom meeting with legal team and advisory board re: pending issues and information; and review proposed informational letter from Receiver		
11/28/22	Attend (remotely, via Zoom) meeting with D. Gersten, independent counsel (Melanie Damian, Esq.), co-counsels (Steve Katz, Esq., Jesmony Jomarron, Esq., and Michael Kaufman, Esq.) and Hammock advisory board members to discuss strategy/action items going forward	ERT	1.50
11/28/22	Telephone call from Lisa Jason (Coastal Title) regarding 11/30/22 closing by Andrea Otero, including Ms. Jason's request for an estoppel letter (including our efforts to date regarding impending closings in the Hammocks)	ERT	0.20
11/29/22	Final preparation for, and attend hearing on "State of the Union" for Judge Butchko; email to Melanie Damian re: Judge Butchko's directives; conference with Melanie Damian, Russel Landry and Eric Thompson re: interviews, park use and zoom attendance; review and respond to multiple emails from multiple parties re: estoppel certificates, use of facilities, vendors for various services, scheduling meetings and interviews; review and approve final draft of letter from Receiver to homeowners; and conference with Bill McCaughn re: insurance coverage	DMG2	4.10
11/29/22	Telephone conference with D. Gersten and independent counsel (Melanie Damian, Esq. and Russell Landy, Esq.) regarding strategy: 1) for retention of property managers, accountants and auditors; and 2) generally moving forward, including meetings with homeowners	ERT	0.50
11/29/22	Attend remotely (via Zoom) Court-mandated "State of the Union"	ERT	0.80
11/29/22	Email correspondence with Annabel Fernandez (Express Title) regarding 11/30/22 closing by Mirtha Hernandez, including Ms. Fernandez's request for an estoppel letter	ERT	0.20
11/29/22	Email correspondence with Jason Ramirez (Reliable Lien Search) regarding 12/1/22 closing by James Pitochelli, including Mr. Ramirez's request for an estoppel letter	ERT	0.20
11/29/22	Email correspondence with Richard Markowitz, Esq. regarding impending closing by Doris Meyer, including Mr. Markowitz's request for an estoppel letter	ERT	0.10
11/30/22	Review and respond to Jesmany Jomarron email containing Banco Popular loan documents and invoices; conference with Eric Thompson re: action items current and to be done; conduct multiple interview(s) of property management companies with Melanie Damian and Eric	DMG2	3.90

	Thompson; review proposals submitted by management companies ; conference with Melanie Damian re: selection of management company; and review and respond to multiple email(s) from multiple partie(s) re: estoppel letters, location of property of association; use of facilities, insurance, attendance at interviews, town hall meeting, use of technology, and other related issues		
11/30/22	Telephone conference with D. Gersten, independent counsel (Melanie Damian, Esq. and prospective property First Service Residential (Ashley Manuel, Robert Smith, Alyson Theale) (property manager interview)	ERT	0.60
11/30/22	Telephone conference with D. Gersten, independent counsel (Melanie Damian, Esq. and prospective property manager Brett Barnes (Property Keepers Management) (property manager interview)	ERT	0.50
11/30/22	Telephone conference with D. Gersten, independent counsel (Melanie Damian, Esq. and prospective property manager Olga Bazak (New Wave Accounting & Management) (property manager interview)	ERT	0.30
11/30/22	Email correspondence with Giselle Agudelo regarding Ms. Agudelo's request for an estoppel letter for a closing occurring on 12/5/22	ERT	0.10
12/01/22	Conference with Jesmany Jomarron re: status update on homeowner's meeting of last night, other issues that the advisory committee is working on and services for the community; review multiple emails from Melanie Damian re: contracts, proposals and review of documents; review email from Russell Landy re: contract; conference with Brandon Mason of Trust Bank re: setting up signing on account; email from to Bill McCaughn re: insurance policy; review and respond to lengthy email from Steve Katz re: mailing costs, paying workers and paint; review documents sent by Truist bank; review and respond to multiple (30+) emails re: banking, forms for review, hearing dates, insurance, estoppel issues, lawsuits, dues payments , bank confirmations, other forms, contracts; missing receipt book, Black Creek facility; postings on website; conference with Melanie Damian re: property manager contract to be reviewed and lawsuits; and initial insurance contract review	DMG2	5.20
12/01/22	Telephone conference with Michael Brooks, Esq. (counsel for Josue and Leticia Cepero in pending appeal against the Hammocks) regarding: 1) underlying facts pertinent to that appeal; and 2) stay of all lawsuits by/against the Hammocks pursuant to the Court's Order appointing D. Gersten as receiver	ERT	0.40
12/01/22	Email correspondence with Giselle Agudelo regarding Ms. Agudelo's request for an estoppel letter for a closing occurring on 12/5/22	ERT	0.20

12/01/22	Email correspondence with Annabel Fernandez (Express Title) regarding closing by Mirtha Hernandez, including Ms. Fernandez's request for an estoppel letter	ERT	0.10
12/02/22	Review and respond to email(s) re: postings on website, translated order of receivership etc.; conference with Melanie Damian re: selection of property manager; review contract with property manager and edit/discuss changes with Melanie Damian re: negotiation of changes to contract; review and respond to email(s) re: homeless man on property, banking issues, payments for homeowners, town hall, law suits, powerpoint presentation, homeowner dues, invoices, contracts and other issues; conference with Melanie Damian re: lawsuit and stay; review latest entries on the air table for priority solutions; and continued review of insurance documents	DMG2	5.40
12/02/22	Email correspondence with independent counsel (Melanie Damian, Esq.) and D. Gersten regarding my recent communications with Michael Brooks, Esq. (counsel for Josue and Leticia Cepero in pending appeal against the Hammocks) as to underlying facts pertinent to that appeal	ERT	0.20
12/02/22	Email correspondence with Michael Brooks, Esq. (counsel for Josue and Leticia Cepero in pending appeal against the Hammocks) regarding: 1) underlying facts pertinent to that appeal; and 2) stay of all lawsuits by/against the Hammocks pursuant to the Court's Order appointing D. Gersten as receiver	ERT	0.20
12/03/22	Email to from Melanie Damian re: need to interview more accounting firms; review and respond to Melanie Damain emails re: property manager; attend zoom meeting with advisory committee and the legal team re: updates and issues for the receiver to consider and reports; email to Jesmany Jomarron re: notes; and continued review of insurance policies	DMG2	2.60
12/03/22	Attend (remotely, via Zoom) meeting with D. Gersten, Hammocks advisory board, independent counsel for D. Gersten (Melanie Damian, Esq.), and co-counsels (Steve Katz, Esq., Jesmony Jomarron, Esq., and Michael Kaufman, Esq.) to continue to discuss strategy/action items going forward	ERT	1.00
12/04/22	Review and respond to email(s) from Ken Murena and Melanie Damian re: insurance coverage and renewal of insurance policies; review and respond to lengthy Steve Katz e-mail re: mailing and other issues; review and respond to Melanie Damian medial re: insurance; and review and respond to email from Ken Murena re: insurance	DMG2	0.60

12/05/22	Review and respond to Steve Katz email re: ledgers and assessments; review and respond to Melanie Damian re: signatories on account; review email from property manager interviewee re: issues then forwarded to Melanie; conference with Eric Thompson re: insurance and accounting issues; conference with Ken Murena re: insurance coverage; conference with Arthur Unger CPA re: bidding for audit/accounting services; review and respond to Ken Murena lengthy email re: insurance; conference with Joseph Saka CPA re: forensic accounting; conference with Melanie Damian re: pending issues re: signatories, lawsuits, insurance; review and respond to Ken Murena email re: insurance update; review email(s) re: signatories with Melanie Damian; review and respond to Ken Murena email re: appellate case; review and respond to Melanie Damian email re: audit; review and respond to Steve Katz email re: estoppel letter; review and respond to Michael Kauffman email re: estimates; review and respond to Steve Katz email re: landscape estimates; review and respond to Melanie Damian email re: proposals and review proposals contained therein; review and respond to initial report by Russell Landy re: 1st day of First Service management re: events of day and recommendation to which I wrote a lengthy response; review email from Andrew Bernstein containing forensic accounting proposal and review proposal; review and respond to Jesmany Jomarron email re: conference for tomorrow; and review of documents/contracts	DMG2	5.20
12/05/22	Telephone conference with Michael Brooks, Esq. (counsel for Josue and Leticia Cepero in pending appeal against the Hammocks) regarding underlying facts pertinent to that appeal (to evaluate steps going forward)	ERT	0.40
12/05/22	Telephone conference with D. Gersten regarding strategy going forward, including with regard to retention of accounts/auditors	ERT	0.30
12/05/22	Analyze proposal of prospective forensic accountant EisnerAmper, 5 pages, in preparation for upcoming interview	ERT	0.10
12/05/22	Analyze proposal of prospective forensic accountant Citrin Cooperman, 13 pages, in preparation for upcoming interview	ERT	0.20
12/05/22	Analyze proposal of prospective forensic accountant Kapila Mukamal, 7 pages, in preparation for upcoming interview	ERT	0.20
12/06/22	Review for editing purposes a motion and order to add Melanie Damian as an additional signatory on accounts; review email from Russell Landy re: my answers to his recommendations re: new management company; conference with Jesmany Jomarron and Eric Thompson re: transition Air Table and merge 24/7 property manager hotline to address homeowner's issues and website issues; review and respond to	DMG2	2.80

Jesmany email to Russell Landy and Eric Thompson re: contact property manager to go over technology in place; multiples emails to/from Brandon Mason (Truist) re: accounts/balances etc.; email from/to Russell Landy re: payments; review documents for signing re: insurance; email to team re: signed insurance documents; review and respond to Ken Murena email re: documents; review and respond to email from ken Murena re: Trust; review and respond to landscape proposal; review and respond to Steve Katz email re: board; and review of documents

12/06/22	Telephone conference with D. Gersten and co-counsel Jesmany Jomarron, Esq. regarding transition Air Table and merge 24/7 property manager hotline to address homeowner's issues and website issues .	ERT	0.40
12/07/22	Meet with and observe newly retained property manager (First Service Residential) at Hammocks clubhouse (as requested by D. Gersten) (travel time separately billed)	ERT	2.30
12/07/22	Travel from office to Hammocks clubhouse to meet with and observe newly retained property manager (First Service Residential) (23 miles) (as requested by D. Gersten)	ERT	0.60
12/07/22	Travel from Hammocks clubhouse back to office returning from meeting with newly retained property manager (First Service Residential) (23 miles) (as requested by D. Gersten)	ERT	0.60
12/07/22	Telephone conference with independent counsel (Russell Landy, Esq.) regarding my meeting today with the newly retained property manager (First Service Residential) at Hammocks clubhouse, including action items moving forward in light of same	ERT	0.10
12/07/22	Email correspondence with D. Gersten and independent counsel (Melanie Damian, Esq.) regarding my meeting today with the newly retained property manager (First Service Residential) at Hammocks clubhouse, including action items moving forward in light of same	ERT	0.40
12/08/22	Conference with Eric Thompson re: interview schedules for accounting and landscaping; review and respond to Jesmany Jomarron email re: old proposed amendments; review and respond to Jesmany Jomarron email re: property manager; review email(s) from Eric Thompson re: scheduling; review emails between Jesmany Jomarron and Melanie Damian re: priorities; review Eric Thompson email to from accounting firm re: interview; review emailais between Eric Thompson and Melanie Damian re: access to lake and fencing issue; review emails between Eric Thompson and Thomas Garland re: accounting interview; review and respond to emails between Ken Murena and 1st Citizen's Bank re: signature(s); review emails between Eric Thompson and	DMG2	6.00

Melissa Davis re: interview; review emails between Eric Thompson and Andrew Bernstein re: interview; review emails between Ken Murena and Gabriel Calero re: ADP payroll issue; review emails from Jessica Wojciekowski re: payroll; review and respond to email from Melanie Damian re: payroll; review email between Melanie Damian and Steve Katz and respond re: retainer; review and respond to Ken Murena email re: transfer of funds; review and respond to Jesmany Jomarron e-mail re: landscaper and review proposal; review and respond to Russell Landy email re: why City National Bank should be used; review email(s) between Eric Thompson and Melanie Damian re: accountant uses/function; review and respond to Bill McCaughn email re: property manager report; review emails between Je

12/08/22	Email correspondence with Steve Katz, Esq. regarding status of Mr. Katz's receipt of proposals from additional landscaping vendors	ERT	0.10
12/08/22	Telephone conference with D. Gersten regarding coordination of interviews for prospective forensic accountants	ERT	0.20
12/08/22	Telephone conference with independent counsel (Melanie Damian, Esq.) regarding coordination of interviews for prospective forensic accountants	ERT	0.10
12/08/22	Email correspondence with prospective forensic accountants (Eisner Advisory Group LLC, Citrin Cooperman, and Kapila Mukamal) to coordinate interviews in furtherance of retaining forensic accountant	ERT	0.50
12/09/22	Review and respond to Ken Murena email re: bank loan payment due this month; email from/to Jesica Wojciekowski re: banking information; conference with Eric Thompson re: estoppel letters and interviews; review and respond to Ken Murena email re: current bank balances; conference/interviews with various accounting firms and debriefing conferences with Melanie Damian and Eric Thompson re: selection of forensic accounting over multiple years; review and respond to Russell Landy email re: storage space; prepare and send email to storage space re: access to space; review email from Andrew Bernstein re: software used in forensic accounting; Review and respond to emails between Russell Landy and Jesmany Jomarron re: amendments; review and respond to email from storage company; review and respond to email from Scott Boucher re: ability to handle the accounting; review and respond to Mike Kaufman email re: photographs; review and respond to email from Mary Dhanji re: payroll; send email tp Eric Thompson re: information from Maria Alonso; conference with Melanie Damian and Eric Thompson re: accountant ant firm selection and attorneys; review email between Ken Murena and Mollie Hime re: loan payment; review and respond to Jesmany Jomarron email re: Chicky Ardesson absence from our	DMG2	5.90

	upcoming advisory committee meeting; review and respond to Michael Kaufman email re: fence; and miscellaneous document review re: landscape/accounting/insurance		
12/09/22	Attend meeting (remotely, via Zoom) with D. Gersten, independent counsel (Melanie Damian, Esq.) and prospective forensic accountant Forensic Accounting Services Group (Scott Boucher, Richard Fechter, and Daniel Hughes of FASG attended) (forensic accountant interview)	ERT	0.50
12/09/22	Attend meeting (remotely, via Zoom) with D. Gersten, independent counsel (Melanie Damian, Esq.) and prospective forensic accountant Kapila Mukamal (Melissa Davis and Soneet Kapila attended) (forensic accountant interview)	ERT	0.40
12/09/22	Attend (remotely, via Zoom) with D. Gersten and independent counsel (Melanie Damian, Esq.) to: 1) debrief following today's forensic accountant interviews; and 2) continue to discuss strategy/action items going forward	ERT	1.30
12/09/22	Attend meeting (remotely, via Zoom) with D. Gersten, independent counsel (Melanie Damian, Esq.) and prospective forensic accountant Citrin Cooperman (Thomas Garland, Rachel Rodriguez, Lauren Pulver, Josh Rader, and Jessica Benitez of Citrin attended)(forensic accountant interview)	ERT	0.50
12/09/22	Attend meeting (remotely, via Zoom) with D. Gersten, independent counsel (Melanie Damian, Esq.) and prospective forensic accountant Andrew Berstein of Eisner Advisory Group LLC (forensic accountant interview)	ERT	0.50
12/10/22	Review Melanie Damian bill ; conference with entire legal team re: pending issues, advisory committee and future issues (note Steve Katz did not show up so meeting rescheduled); review and respond to email from Melanie Damian re: documents; and review and respond to email from Steve Katz re: missing meeting	DMG2	0.30
12/11/22	Conference with entire legal team re: pending issues and goals going forward; conference with Advisory Committee (note Chicky Ardisson not present) and legal team; review and respond to Chicky Ardisson email re: employee; conference with Steve Katz and Melanie Damian re: retainer agreement; conference with Melanie Damian re: filing lawsuits and conference issues; review Jesmany committee notes; review Jesmany Jomarron executive summary for publishing	DMG2	2.80
12/11/22	Attend (remotely, via Zoom) meeting with D. Gersten, Hammocks advisory board, independent counsel for D. Gersten (Melanie Damian, Esq.), and co-counsels (Steve Katz, Esq., Jesmony Jomarron, Esq., and	ERT	1.20

	Michael Kaufman, Esq.) to continue to discuss strategy/action items going forward		
12/11/22	Attend (remotely, via Zoom) meeting with D. Gersten, independent counsel for D. Gersten (Melanie Damian, Esq.), and co-counsels (Steve Katz, Esq., Jesmony Jomarron, Esq., and Michael Kaufman, Esq.) to continue to discuss strategy/action items going forward	ERT	0.90
12/12/22	Review and respond to email from insurance broker re: policy; review and respond to email from Eric Thompson re: landscaping proposals; conference with Jesmany Jomarron re: logistics in setting up town hall meeting for homeowners re: December 19th; conference with Eric Thompson re: landscaping proposals and advisory committee meeting; go to clubhouse to review how the new management company is performing and obtain further information; review and respond to email from Tom Renenteria re: slip and falls cases at The Hammocks; review emails between Scott Boucher and Melanie Damian re: forensic accounting; review and respond to email between Jesmany Jomarron and Melanie Damian re: town hall; conference with Melanie Damian and Eric Thompson re: town hall; conference with Jesmany Jomarron and Eric Thompson re: town hall logistics; review and respond to Russell Landy email re: closure of clubhouse for holidays; review and respond to Andrew Weiner email re: contact information; Reveiw and respond to Eric Thompson email re: painting of clubhouse; review and respond to Jessica Wojciechowksi email re: credit card authorization; and review proposal documents in advance of interviews	DMG2	5.50
12/12/22	Telephone conference with D. Gersten regarding strategy as to retention of landscaping and security vendors	ERT	0.20
12/12/22	Telephone conference with Alyson Theale (First Service) regarding retention of additional maintenance personnel and pressing maintenance projects	ERT	0.20
12/12/22	Telephone conference with D. Gersten and independent counsel (Melanie Damian, Esq.) regarding strategy as to town meeting with D. Gersten and residents of the Hammocks, including timing and format	ERT	0.30
12/12/22	Telephone conference with D. Gersten and co-counsel (Jesmany Jomarron, Esq.) regarding: 1) strategy as to town meeting with D. Gersten and residents of the Hammocks, including format; and 2) potential retention of vendors for holiday decorations (Mr. Jomarron attended portion of call)	ERT	0.30
12/12/22	Telephone conference with potential landscaping vendor Green Earth Environment regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.10

12/12/22	Telephone conference with potential landscaping vendor Green Expert regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.10
12/12/22	Telephone conference with potential landscaping vendor U.S. Lawns regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.10
12/12/22	Email correspondence with potential landscaping vendor U.S. Lawns regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.10
12/12/22	Telephone conference with potential security vendor Bryant Security regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.10
12/12/22	Telephone conferences with potential security vendor Execupro (including with Chris Morin) regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.30
12/12/22	Telephone conference with potential security vendor Top Line Security (Jorge Lorie) regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.30
12/12/22	Telephone conference with potential security vendor Maverick Security (Kevin McIntyre) regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.30
12/12/22	Telephone conference with potential landscaping vendor Zamora Lawn Service (Oscar Zamora) regarding: 1) ZLS's previously provided proposal/quote; and 2) coordination of interview	ERT	0.30
12/12/22	Telephone conference with potential landscaping vendor Turf Management (David Waddell) regarding: 1) Turf Management's previously provided proposal/quote; and 2) coordination of interview	ERT	0.30
12/12/22	Telephone conferences with potential landscaping vendor Brighthouse (including with Joseph Channell) regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.20
12/12/22	Email correspondence with Melissa Bustamante (First Service) regarding: 1) additional landscaping and security vendors recommended by First Service; and 2) our request for proposals/estimates from certain of those vendors	ERT	0.20
12/12/22	Email correspondence with Alyson Theale (First Service) regarding	ERT	0.20

pressing maintenance projects

12/12/22	Email correspondende with D. Gersten and independent counsel (Melanie Damian, Esq.) regarding coordination of interviews of landscaping and security vendors, including proposals thus far received/to be received/requested and interviews thus far scheduled	ERT	0.30
12/12/22	Email correspondence with co-counsels Jesmany Jomarron, Esq. and Michael Kaufman, Esq. regarding additional information requested by potential security vendor Top Line Security (Jorge Lorie) to provide a proposal/quote	ERT	0.10
12/13/22	Review and edit draft announcement for receiver town hall meeting; review and respond to Ken Murena email re: credit card; review and respond to Jesmany Jomarron email re: town hall meeting; review and respond to Jesmany Jomarron email re: next advisory committee meeting; review and edit current draft of town hall notice; conference with Jesmany Jomarron re: town hall and advisory committee; review Melanie Damian email with accountant contract and review contract; review and respond to Steve Katz email re: estoppel in a collection case; review management company doccusign re: account and subsequent email to Melanie Damian re: signing; review email from Eric Thompson to Melanie Damian re: cleaning proposal; conference with Jesmany Jomarron re: town hall and other issues about to arise based on conference with advisory committee members; review and respond to Melanie Damian email re: contracts; and review Melanie Damain email re: engagement letter	DMG2	3.00
12/13/22	Email correspondence with Joseph Channell (Brighthouse Landscaping) regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.10
12/14/22	Review and respond to Melanie Damian email re: cleaning; review and respond to Jesmany Jomarron email re: retainer; review and respond to email from Eric Thompson re: authorization; conduct two landscaper interviews and de-brief re: same with Melanie Damian and Eric Thompson; review and respond to Melanie Damian email re: rapid pay; review and respond to Eric Thompson email re: landscape proposal; review and respond to Osmundo Martinez re: estoppel; review and respond to email from Melinda Bustamante re: doccusign; review and respond to Eric Thompson email re: cleaning contract; conduct interview with Melanie Damian and Eric Thompson re: security; review Steve Katz email re: estoppel; email from Eric Thompson re: Ana Danton and First Service; review and respond to Melanie Damian email re: payroll; review and respond to Kevin McIntyre email re: insurance and review insurance documents; review and respond emails from Eric Thompson re: First Service issues; conference with Melanie Damian,	DMG2	5.10

Ken Murena, Jesmany Jomarron, Mike Kaufman and Eric Thompson re: problem at property management company re: advisory committee; conference with Eric Thompson re: notice of appearances in active cases; conference with Eric Thompson re: rush estoppel and Alfaro Fernandez case(s); review and respond to Melanie Damian email re: retainer agreement and missing signatures; and review and respond to Jesmany Jomarron email re: questions from homeowners

12/14/22	Attend meeting (remotely, via Zoom) with D. Gersten, independent counsel (Melanie Damian, Esq.) and prospective landscaping vendor Turf Management (David Waddell and Fernando Toledo) (landscaping vendor interview)	ERT	0.70
12/14/22	Attend meeting (remotely, via Zoom) with D. Gersten, independent counsel (Melanie Damian, Esq.) and prospective landscaping vendor Oscar Zamora of Zamora Lawn Service (landscaping vendor interview)	ERT	0.40
12/14/22	Zoom meetings with D. Gersten and independent counsel (Melanie Damian, Esq.) to discuss strategy with regard to: 1) today's landscaping vendor interviews; 2) town hall meetings by D. Gersten and First Service Residential; and 3) amending homeowners' association governing documents	ERT	0.50
12/14/22	Email correspondence with potential landscaping vendor Brighthouse (Joseph Channell) regarding: 1) our request for a proposal/quote; and 2) coordination of interview	ERT	0.20
12/14/22	Telephone conference with Osmundo Martinez, Esq. (counsel for recent purchaser in the Hammocks): 1) confirming veracity of estoppel letter that Mr. Martinez recently received from Steve Katz, Esq.; and 2) regarding Mr. Martinez's client's concerns for impending assessments due to underlying fraud	ERT	0.10
12/14/22	Attend meeting (remotely, via Zoom) with D. Gersten, independent counsel (Melanie Damian, Esq.) and prospective security vendor Kevin McIntyre of Maverick Security (security vendor interview)	ERT	0.70
12/14/22	Telephone conference with co-counsel Steve Katz, Esq. regarding: 1) issuance of estoppel letter for 15581 SW 104 Terrace, Unit #224, including amounts owed by seller; and 2) strategy going forward for foreclosure cases filed and recently voluntarily dismissed by the Hammocks' prior counsel, including with regard to potential attorneys' fees motions against the Hammocks	ERT	0.20
12/14/22	Telephone conference with D. Gersten, independent counsel (Melanie Damian, Esq.), and co-counsels Jesmany Jomarron, Esq. and Michael Kaufman, Esq. regarding strategy to resolve pending complaints	ERT	0.30

by/issues involving certain members of the Hammocks Advisory
Committee (I joined call in progress)

12/14/22 Telephone conference with D. Gersten regarding strategy going forward ERT 0.10
for cases filed by/against the Hammocks, including with regard to
potential attorneys' fees motions against the Hammocks in foreclosure
cases recently dismissed by Hammocks' prior counsel

Services Recap

<u>Init</u>	<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
DMG2	David Gersten	Partner	616.00	89.70	55,255.20
ERT	Eric Thompson	Partner	352.00	50.90	17,916.80

TOTAL FOR SERVICES	\$83,150.00
LESS DISCOUNT	-9,978.00
TOTAL FEES	\$73,172.00

Expenses

<u>Date</u>	<u>Description</u>	<u>Amount</u>
12/01/22	Messenger Service - VENDOR: Federal Express Corporation INVOICE#: 7-971-46976 DATE: 12/9/2022 FedEx service for 797146976,391518168590,Delivery service fees of 33.35 to Melanie Damian, 1000 BRICKELL AVE STE 1020/MIAMI FL 33131 re: 5539/matter id 1292668	33.35
	TOTAL EXPENSES	<u>\$33.35</u>

David Gersten
Judge Beatrice Butchko
100 SE Second Street, Suite 3900
Miami, FL 33131
dgersten@grsm.com

December 22, 2022
ID: GERSP 1292668
Invoice No. 21248218
Gersten, David M.

RE: Danton v. Hammocks Community Association

BILLING SUMMARY THROUGH December 14, 2022

Fees For Professional Services:	\$83,150.00
LESS DISCOUNT	-9,978.00
Total for Professional Services:	73,172.00
Expenses and Advances:	<u>33.35</u>
Current Bill:	\$73,205.35

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: 21248218

REMITTANCE COPY
PLEASE INCLUDE THIS PAGE WITH YOUR PAYMENT

-11/9/20

Damian & Valori LLP | Culmo Trial Attorneys

1000 Brickell Ave
Ste 1020
Miami, FL 33131-3014
Ph. (305) 371-3960
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mdhanji@dvlip.com

To:
Ana Danton v. Hammocks Community Association Inc. Case 2022-007798-CA-01

96,162.50
+
COSTS

DRAFT Invoice

Invoice Date: 12/15/2022
Invoice No: 22601
Due Date: Due Upon Receipt

Matter: MME1642

Memo: MME1642 Ana Danton v. Hammocks Community Association Inc. Case 2022-007798-CA-01, Ana Danton v. Hammocks Community Association Inc. Case 2022-007798-CA-01

Professional Fees

Date	Description	Staff	Rate	Hours	Amount
11/20/2022	[No Charge] Telephone call with Receiver, counsel for stakeholders and hired counsel for association.	MME		1.40	\$0.00
11/20/2022	[No Charge] Review and analyze emails (0.3); call with M. Damian regarding background and planning for receivership operations (0.3).	RML		0.60	\$0.00
11/20/2022	[No Charge] Emails and telephone call with M. Damian regarding the receivership and underlying action, the Preliminary Receivership Order and proposed Amended Receivership Order, various work to be done, including preserving and imaging all records of the Association, coordinating with the State Attorney's Office, and having all banks turn over accounts and records of the Association (.5); review Preliminary Receivership Order and strategize regarding powers and duties of the Receivership and the immediate work to be done (.4); telephone call with Popular Bank regarding sending demand letter to turn over the accounts and prepare letter to send the Bank and any other bank at which the Association maintains accounts (.7); emails with M. Damian regarding same and review email from M. Damian to Receiver regarding same (.2); review and revise draft of proposed Amended Receivership Order and send to M. Damian with comments regarding same (1.4); strategize with C. Perez regarding the foregoing, certain facts giving rise to receivership and various work to be done (.3); review Receiver's First Day To-Do List and strategize regarding same (.5).	KDM		4.00	\$0.00

11/21/2022	Telephone call with Receiver's team regarding update (.5); reviewing and approving letters to banks regarding Receivership order (.3); reviewing and revising proposed Receivership Order (.6); follow-up meeting with Receivership team (.6); interview former controller regarding access to Tops system and employees (.6); follow-up call with Receiver (.4).	MME	\$550.00	3.00	\$1,650.00
11/21/2022	Email exchange with SAO (0.2); call with SAO (0.2); work on receivership planning and documentation of Association records (0.7); attend portions of call with association comptroller (0.4).	RML	\$525.00	1.50 - .4	\$787.50 - 210

11/21/2022	<p>Emails with M. Damian regarding sending demand letter to Popular Bank and the Receiver's approval of same, review email from Receiver regarding same, work on finalizing letter, and prepare cover email summarizing demands and mandates of Order Appointing Receiver, and send to Popular Bank (.4); email from Popular Bank acknowledging receipt of demand letter and Order and confirming intention to comply with same and providing contact information for account managers who will coordinate turnover of accounts and records and discuss with M. Damian (.2); emails with Receiver regarding same and timing of signing new signatory cards and discuss with team members (.2); telephone calls to and from Popular Bank regarding same and related matters (.3); work with M. Damian on revising the proposed Order Appointing Receiver, review emails with counsel for the parties approving the revisions to same, and coordinate submitting to the Court for entry (.8); telephone call with Receiver, M. Damian and R. Landy regarding same, engaging IT professionals to assist with preserving and accessing the Association's computer systems and records, communications and dealings with counsel for the Association and counsel for the Advisory Committee, coordinating with State Attorney's Office regarding preserving the records and inspecting the premises, and related matters (.5); telephone calls with State Attorney's Office regarding same (.3); coordinate preparation of Notices of Appearance for counsel for Receiver, review and revise same and coordinate filing with Court, receive confirmation of same and submission of proposed Receivership Order, and discuss with team members (.3); multiple emails and telephone calls with proposed IT professional regarding the scope of the proposed engagement, clearing <u>conflicts</u> and the timing of the work to be done and strategize regarding same (.5); review emails with counsel for certain parties and M. Damian regarding upcoming hearing in the Schnepel v. Hammocks declaratory relief action, review Court filing in same, and discuss with team members (.2); email from counsel for certain parties regarding communication from counsel for one member regarding pending dispute, review communication, and discuss with team members (.1); review the updated Order Appointing Receiver and discuss with M. Damian (.4); discuss with M. Damian scheduling call with accounting contractor for Association, emails and telephone call with contractor regarding scheduling call, and further discuss with M. Damian (.4); attend call with M. Damian, Receiver and accounting contractor regarding his involvement with Association, access to accounts and computers, bank accounts, insurance, and other matters and strategize with M. Damian and R. Landy regarding same (.8); work on locating legal ordering processing units for additional banks at which Association maintained accounts and prepare demand letters to same (.7); emails with R. Landy and M. Damian regarding various usernames and passwords to accounts and related matters (.1); prepare and send email to Popular Bank forwarding updated Order Appointing Receiver with explanation regarding same and follow up on sending signatory cards for</p>	KDM	\$525.00	6.50	\$3,412.50
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Receiver to sign (.2); emails from M. Damian and Receiver regarding the neighborhood associations and owner logs (.1).

11/22/2022	Meeting with Receiver and Advisory Committee and its counsel regarding status (.5); telephone call with R. Landy regarding cooperation with State Attorneys office and preservation issues (.6); telephone call with SAO regarding privilege and cooperation (.6); reviewing bank correspondence and providing to Receiver (.3); following up on additional clubhouse locations (.4); telephone calls with 2 realtors regarding estoppel issues and updating Receiver regarding same (.6).	MME	\$550.00	3.00	\$1,650.00 - 330
11/22/2022	Work on planning for document and computer preservation (0.2); work onsite at office to secure and copy Association computer and documents as well as investigate Association operations and assets (2.5); call with computer forensics expert (0.2); review information provided from advisory board meeting (0.2); work on obtaining control of suspected off site storage facility and draft letter to Extra Space Storage regarding same (0.4).	RML	\$525.00	3.50	\$1,837.50

11/22/2022	<p>Prepare updated letters to four additional banks demanding turnover of accounts at which Association maintained accounts and account records and providing updated Receivership Order (.7); work with C. Perez and J. Serna on locating legal department and other service information for various banks at which Association maintained accounts for purposes of service of updated Receivership Order and demand letter (1.2); provide updates to M. Damian regarding same and communications with banks regarding service and execution of Receivership Order (.2); review and approve final versions of demand letters, coordinate serving on banks through various means, and review emails forwarding same to banks (3); visit local branches of Truist Bank and TD Bank and physically serve Receivership Order and demand letters, send email to M. Damian regarding same, and emails with M. Damian regarding same (.7); multiple emails with City National Bank regarding Receivership Order and demand letter, confirmation that accounts were closed, and the production of account records, and discuss with M. Damian (.3); emails with Popular Bank regarding the status of turnover of the accounts to the Receiver and related matters and discuss with team members (.2); coordinate preparation of Bank tracking chart (.1); emails with review telephone calls and emails with R. Landy and M. Damian regarding inspection of the Association's offices, securing, imaging, and reproduction of documents, computers, and accounts, and SAO's inspection and documenting of premises and related matters, and provide input regarding same (.4); emails with R. Landy and M. Damian regarding security cameras and recordings (.1); emails with forensic IT professional regarding imaging of computers, systems and database including TOPS software, and online accounts and hard drives to be purchased to capture images, emails with R. Landy regarding same (.4); emails with M. Damian regarding Affidavit in Support of Arrest Warrant and certain information relevant to receivership therein, review Affidavit, and strategize regarding same (7); emails with M. Damian regarding possible additional banks on which to serve the Receivership Order, emails with team members regarding same, and confirm merger with banks already served (.2); discuss with M. Damian other locations to secure and strategy and timing for same (.2); discuss with M. Damian the status of confirming effective dates and renewals of insurance policies and strategize regarding same (.2); emails with R. Landy regarding storage space and changing locks and sending demand letter to storage facility and provide template for letter (.2); emails with R. Landy regarding Consent to Search form from State Attorney's Office and review same (.1); email from Popular Bank providing additional documents for Receiver to sign, review same, and emails with M. Damian and Receiver regarding same (.2).</p>	KDM	\$525.00	6.40	\$3,360.00
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11/23/2022	Update with Receiver on records preservation and bank accounts (.4); telephone calls and e-mails regarding security team reporting for work, discuss same with Receiver and advisory committee counsel (.6); telephone call with Receiver, counsel for stakeholders and hired counsel for association (.9); reviewing case list and e-mail with Receiver (.2); updates regarding imaging of computers and cloud based programs (.5).	MME	\$550.00	2.60	\$1,430.00
11/23/2022	Assess and investigate additional association locations to secure assets and documents of the Association, work onsite at office to secure and copy Association computer and documents as well as investigate Association operations and assets, secure Extra Space Storage unit, confer with former employees of association regarding operations and employment matters (6.8); call with Receiver and counsel regarding various matters, including security (0.9); work on security matters (0.2).	RML	\$525.00	7.90 <i>-1.0 hr</i>	\$4,147.50 <i>-525</i>

11/23/2022	<p>Further emails with R. Landy and J. Serna regarding demand letter to storage facility, review same, and discuss related matters with team members, and email from storage facility acknowledging receipt of same (.2); follow up with banks regarding the demand letter, Receivership Order, turnover of the accounts to the Receiver, balances in accounts, required signatures, and related matters, exchange multiple emails with bank representatives regarding same, provide additional information the banks, and provide updates to M. Damian regarding same (2.2); email from Truist Bank requesting that Order be served on the Bank's registered agent, discuss with M. Damian, and coordinate service through registered agent and updating demand letter (.2); further emails with Truist Bank branch representative regarding the status of turnover of the accounts to the Receiver and related matters and provide update to team members (.3); emails with R. Landy regarding Association privilege issues, discuss with M. Damian, and strategize regarding same (.3); emails with forensic IT professional regarding the status of imaging the computers and accessing the online accounts and TOPS software, provide login credentials for same, and provide input regarding same and priorities for imaging (.3); review multiple emails with counsel for advisory committee, counsel for Association, and co-counsel for Receiver regarding the various insurance policies, adding Receiver and his firm as named insureds, and related matters, and exchange emails with M. Damian regarding same, confirming the expiration dates of the policies, and review same to determine eligibility and deadlines to file claims (.5); emails with counsel for advisory committee, counsel for Association, Receiver, and M. Damian regarding communications with homeowners and having them continue to make payments to Association, and emails and discuss with M. Damian same and ensuring that banks continue to permit accounts to receive deposits but require Receiver's approval for all transfers out of accounts (.4); telephone call with Truist Bank regarding the various accounts and account balances and confirming that accounts can continue to receive deposits but require Receiver approval for all payments, and prepare and send list of accounts and balances to M. Damian (.3); emails with Bank representative regarding same (.2); review emails with counsel for advisory committee and website manager regarding transferring control of website to Receiver, and emails with M. Damian regarding same (.1); discuss with M. Damian preparation of Oath of Receiver and emails regarding same (.1).</p>	KDM	\$525.00	5.10	\$2,677.50
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11/25/2022	<p>Emails regarding employees, duties and management of property without employees, ability to run payroll (.6); reporting to Receiver various matters (.4); telephone update with R. Landy (.3).</p>	MME	\$550.00	1.30	\$715.00
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11/25/2022	Review and analyze emails from advisory board counsel regarding various matters (0.2); site visit related to forensic imaging of electronic data, employee operations, and other related matters (1.0); calls with computer forensic expert (0.3); calls with M. Damian regarding TOPS, operations, employees, court matters, homeowners' concerns (0.7); work on, and draft email to Mary Ernst regarding notice to appear in case number F21013390 (0.1); call with Jesus Cue regarding accounting and employee matters (0.4); work on ADP review and reporting (0.6); work on evaluation of recently terminated employees (0.3); review and analyze emails further from advisory board counsel regarding various matters (0.2); draft reporting information based upon activities during first days (0.3).	RML	\$525.00	4.10	\$2,152.50 -472.50
11/25/2022	Emails with M. Damian regarding the status of the various banks' turning over the accounts of the Association to the Receiver and prepare and send to M. Damian summary of same (.3); emails with R. Landy regarding accessing ADP account and employee roster and review same (.1); emails with R. Landy regarding whether credit cards were issued to/for the Association and sending demand letters to the issuing banks, and strategize regarding same and related matters (.2); emails with R. Landy regarding the updated list of usernames and passwords and review same (.1); emails from M. Damian regarding taking over the Association's website and the new website for use by homeowners and official communications by the Receiver, and review emails with counsel for advisory committee, counsel for the Association, and the website host regarding the Receivership and turning over control of the website to the Receiver (.1).	KDM	\$525.00	0.80	\$420.00
11/26/2022	Reviewing documents relating to former employees and extent of operations on property (.7); multiple calls and emails regarding imaging of computers and access to Tops (.4).	MME	\$550.00	1.10	\$605.00
11/26/2022	Review and analyze email from S. Katz regarding tops and maintenance matters (0.1); work on reporting and preparation for 9/29 hearing (0.3); review and analyze arrest warrant for purposes of factual background and investigation (0.5); calls with computer forensic expert (0.3).	RML	\$525.00	1.20	\$630.00 -262.50
11/26/2022	Multiple emails with M. Damian and R. Landy regarding issues related to accessing and imaging the TOPS software database and accessing and utilizing it to manage the property after it is imaged, and related matters (.2); emails with M. Damian regarding sending termination letter to landscaping company, review documents and emails regarding landscaping company, and prepare and send termination letter (.5); email from R. Landy regarding his call with the Association's accountant regarding various employees, payroll, and certain subcontractors (.1); emails with M. Damian and Receiver regarding the bank forms to be signed to transfer control to Receiver and telephone call with M. Damian regarding same (.1).	KDM	\$525.00	0.90	\$472.50

11/27/2022	Multiple calls and emails regarding imaging of computers and access to Tops (.4); telephone call with Receiver regarding potential issues (.3); meeting with Receiver, co counsel and advisory committee counsel regarding task list and status (1.6); follow-up emails regarding assignments and each counsel's role (.3).	MME	\$550.00	2.60	\$1,430.00
11/27/2022	Review and analyze emails from Receiver and counsel team regarding various matters related to operations and resident issues (0.3); work on matters related to TOPS (0.1); continue to review and analyze arrest warrant for purposes of factual background and investigation (0.4); review and analyze Petition for Appointment of Receiver and Injunctive Relief (0.3); work on planning for initial receiver's report (0.1); conference with Receiver and Receivership team regarding scheduled court hearing, vendors, accounts, homeowners' concerns and inquires, and other matters (1.8); draft notice of Receivership order to TOPS Software LLC (0.2).	RML	\$525.00	3.20	\$1,680.00 - 945
11/27/2022	Prepare Oath of Receiver and send to M. Damian (.2); emails with M. Damian and E. Thompson regarding the Oath of Receiver, review and make further revisions to same, and send to E. Thompson for review and execution by Receiver (.2); emails with R. Landy and E. Thompson regarding the preparation of the initial Status Report and sample reports for direction (.1).	KDM	\$525.00	0.50	\$262.50
11/28/2022	Call with Cindy regarding management office operations (0.1); site visit to Hammocks office to work to gain access to TOPS, confer with employees, direct physical plant repairs and cleaning, confer with homeowners, and vendors regarding various open matters; work with computer forensic expert and copy expert to preserve Association records; continue to investigate Association assets (7.0); confer with State Attorney regarding hearing on rule to show cause and other matters (0.2); receive report of advisory committee information related to operations and legal matters (0.2); call with Trapp regarding TOPS access (0.4); email exchange with J. Perikles regarding dismissal of Association federal court suit (0.1).	RML	\$525.00	8.00	\$4,200.00 - 105
11/28/2022	Telephone call with Truist regarding accounts and emails regarding same (.6); telephone calls and e-mails regarding Tops (.3); reviewing and commenting on FAQ's (.4); attending advisory committee meeting (1.5); revising letter to homeowners (.2); e-mail follow-up on terminating maintenance employee (.1).	MME	\$550.00	3.10	\$1,705.00

11/28/2022	<p>Continue working on taking control of bank accounts of the Association, exchange emails with M. Damian, the Receiver, E. Thompson, and bank representatives, review the forms to be signed by the Receiver to take control of accounts, follow up with Receiver and E. Thompson regarding same, and exchange further emails with bank representatives regarding same (1.1); emails with Receiver, E. Thompson, and M. Damian regarding the finalizing and execution of the Oath of Receiver and the engagement letter for counsel for Receiver (.2); work with R. Landy and Transperfect on issues related to accessing and preserving databases of the Association, emails and telephone calls with R. Landy and Transperfect regarding same, provide direction and input regarding same, and exchange emails with M. Damian regarding same (.9); review Notice of Hearing and exchange emails and telephone calls with team members regarding attendance at same (.1); emails with Coco Tree Service regarding termination of agreement and ceasing all work and emails with M. Damian and R. Landy regarding same (.2); follow up with TD Bank and CIT Bank regarding the freezing and turnover of accounts to the Receiver pursuant to Receivership Order and demand letters and emails with M. Damian regarding the status of same (.8); work on locating email and physical address at which to serve Receivership Order on First Citizens Bank and telephone call to the bank regarding same (.5); prepare and send demand letter with Receivership Order to First Citizens Bank (.3); review further emails with R. Landy and storage company regarding the status of granting access to storage units (.1); emails with R. Landy regarding sending demand letter to email hosting company to gain control of email account, prepare same, and send to R. Landy (.3)</p>	KDM	\$525.00	4.60	\$2,415.00
11/29/2022	<p>Several calls with TOPS and TRAPP regarding TOPS access and work to obtain TOPS access (2.3); receive report of hearing and work on planning related to some matters raised by Judge (0.2); review and revise form of estoppel and email exchange with S. Katz regarding same (0.2); review and analyze vendor information (0.2); review and analyze memorandum regarding proposed vendors (0.2); call with advisory committee counsel regarding proposed vendors (0.3); call with Receiver regarding proposed vendors and other matters (0.3); call with TOPS officer regarding response and production to letter demanding records (0.2); call from advisory committee member regarding access to facilities for weekend community event (0.2); work on planning regarding banks and Association records (0.3); draft email regarding community event (0.1); call from onsite staff regarding maintenance matters and operational developments (0.2); work on waste disposal matters and review and analyze proposed Waste Management contract (0.3); review and analyze invoices and emails related to Coco Tree Service (0.1).</p>	RML	\$525.00	5.10	\$2,677.50

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11/29/2022	<p>Work with C. Perez on locating additional contact information for legal order processing unit of First Citizens Bank and coordinate sending demand letter and Receivership Order using new contact information (.3); update the status report regarding service of Order on all banks at which accounts of Hammocks of are known and coordinate updating tracking chart (.4); telephone call to TD Bank regarding the status of its processing Receivership Order, freezing accounts, account balances, and providing forms to transfer accounts to Receiver (.4); visit Brickell Ave. branch of TD Bank to meeting with manager to confirm compliance with Receivership Order and turnover of accounts and provide update to M. Damian regarding same (1.6); review Oath of Receiver filed with the Court and discuss with M. Damian various issues addressed during hearing (.2); attend portion of call with Receiver, counsel for advisory committee, counsel for association, R. Landy, and M. Damian regarding the status of various matters and efforts to secure assets, accounts, and operations, payments from homeowners, vendor contracts, and accessing and preserving computer systems and databases (.4); discuss with R. Landy sending demand letter and Receivership Order to email service provider and prepare and send letter and Order (.4); email from counsel for Receiver forwarding signed forms to transfer Popular Bank accounts to the Receiver with driver license, discuss with M. Damian, and prepare and send email to Popular Bank forwarding same (.2); email from counsel for Receiver forwarding engagement letter, review same, discuss with M. Damian and forward same to M. Dhanji (.1); telephone call from counsel for Coco Tree Service regarding the letter terminating agreement, the Receivership Order, and various issues related to the Receivership and underlying action and discuss with M. Damian and R. Landy same and the invoices that Coco Tree Service sent to Association (.3); emails with discuss with M. Damian and R. Landy the upcoming hearing in the criminal action and coverage of same (.1); multiple emails with R. Landy regarding invoices from Coco Tree Service and review same (.1); prepare and send emails and letter to Wix.com with Receivership Order demanding turnover of websites and related accounts and production of records (.3); email from Wix.com confirming receipt of demand letter (.1).</p>	KDM	\$525.00	4.90	\$2,572.50
11/29/2022	<p>Attending status conference with court (.4); telephone calls with Receiver regarding updates and property managers (.6); telephone calls with advisory committee counsel regarding property manager recommendations(.3); reviewing recommendations and credentials and setting interviews with potential property managers (1.2).</p>	MME	\$550.00	2.50	\$1,375.00

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11/30/2022	<p>Email from Wix.com in response to demand letter and Receivership Order and exchange emails with team members regarding same and coordinate updating tracking chart for all demand letters (.2); emails and telephone calls with TD Bank regarding the turnover of the account to the Receiver, the freezing and balance in the account, and the production of the requested records and access, provide update to Receiver and M. Damian regarding same, emails with J. Serna regarding same, and coordinate updating tracking chart (.5); further emails with Receiver and M. Damian regarding same and whether to close or consolidate accounts and strategize regarding same based on purpose of account (.1); prepare and send emails to two different departments of TD Bank requesting forms for turnover of account and production of records and access to accounts and exchange further emails with team members regarding same (.3); emails with Truist Bank following up on sending forms to Receiver to effect turnover of the accounts to the Receiver and obtain the requested access and records, discuss with team members, provide update to M. Damian, and coordinate updating tracking chart (.5); email from Popular Bank requesting additional signature on Signature Card and Account Agreement, exchange emails with counsel for Receiver regarding same, and further emails with Bank regarding same and the timing of account turnover and production of records (.3); prepare and send demand letter and Receivership Order to American Express and exchange emails with team members regarding same (.3); further emails with team members regarding additional invoices from Coco Tree Service and review same (.2); email from M. Damian and counsel for advisory committee regarding loan documents for Popular Bank loan and review same (.2); emails with Truist Bank regarding document needed from Receiver to complete transfer of accounts, locate document, and send email forwarding same to Bank (.2); send further email to Truist Bank demanding update regarding turnover of accounts and granting of online access and control (.1); email from M. Damian regarding the status of the bank accounts and insurance policies and prepare and send summary regarding bank accounts (.2); review various emails with counsel for the advisory committee and association and M. Damian, prepare and send email to insurance brokers requesting all insurance policies, declaration pages, expiration dates, and renewal procedures and deadlines, and strategize regarding same (.4); email from M. Damian regarding call from counsel for Advisory Committee regarding D&O insurance policy, review emails from counsel regarding that policy, and send email to M. Damian regarding same (.2); email from M. Damian regarding what is required in Certificates of Insurance and review same (.2).</p>	KDM	\$525.00	3.90	\$2,047.50
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11/30/2022	Interview 3 potential property management candidates, and follow-up interviews (2.0); reviewing proposals and multiple telephone calls regarding same (.5); reviewing bank documents for Receiver to execute and e-mails regarding same (.4); reviewing issue regarding pool attendant (.2); multiple e-mails regarding insurance issues (.4); providing requested documents and information to potential property manager (.4); reviewing initial forensic auditor proposal and forward same to Receiver (.2); request additional forensic auditor proposals from advisory committee list (.3).	MME	\$550.00	4.40	\$2,420.00
11/30/2022	Attend hearing on criminal matter F21013390 (0.8); calls with onsite team regarding security and employee matters (0.5); work on trash removal vendor (0.5); review and analyze TOPs data and work on preservation (1.0); call with Jesus Cue regarding accounting matters (0.3); review and analyze proposed waste agreement and email exchange with waste vendor (0.3); review and analyze emails from advisory committee counsel (0.1); formulate strategy related to insurance policies, vendor selection, and operational matters (0.4).	RML	\$525.00	3.10	\$1,627.50
12/01/2022	Zoom meeting with First Service regarding proposal, options, contract terms and documents needed (1.0); telephone update with Receiver regarding same (.3); telephone calls regarding notice to homeowners (.2); revising motion for extension to notify homeowners (.4); e-mails with Truist regarding accounts (.4); telephone calls and e-mails regarding Tops (.3); reviewing revised letter to homeowners (.2); reviewing additional insurance policies, renewal and claims issues (.7); responding to emails from advisory committee counsel regarding community member concerns (.3).	MME	\$550.00	3.80	\$2,090.00
12/01/2022	Review and analyze email from Jesus Cue regarding contractual relationship with Hammocks and review and analyze contract (0.2); review and analyze proposed engagement agreement for advisory committee (0.2); review and analyze certificate of insurance (0.1); review and analyze email from J. Cue regarding Ally bank payments and draft response (0.1); call from onsite team regarding employee matters (0.4); work on compliance with order appointing Receiver (0.5); review and analyze association vendors (0.2); email exchange with Receiver regarding receivership order and employee matters (0.2); call from ADP (0.2); call with counsel for advisory committee regarding resident matters (0.3).	RML	\$525.00	2.40	\$1,260.00
12/01/2022	Work on payroll timesheets and pull reports for approval to process payroll.	md	\$100.00	0.50	\$50.00

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12/01/2022	<p>Telephone calls and emails to insurance brokers for the Association regarding the insurance policies, expiration dates, and renewals (.2); emails with M. Damian and R. Landy regarding same and related matters (.2); emails with proposed property manager and M. Damian regarding insurance policies and Certificates of Insurance (.2); email from insurance broker providing copies and expiration dates of all the insurance policies and providing update regarding efforts to having expiring policies timely renewed, review certain of the policies and forward to M. Damian and Receiver with explanation regarding same (.8), emails with Receiver regarding same and adding Receiver and his firm as loss payees on all policies, and emails with insurance broker regarding same (.2); emails with M. Damian and counsel for Advisory Committee regarding insurance policies and telephone call to counsel for Advisory Committee regarding same (.3), prepare and send email to counsel forwarding D&O policy (.1); email from counsel for Receiver forwarding fully executed Signature Card for Popular Bank account, review same, and exchange emails with Popular Bank regarding same and sending all finalized documentation to the Receiver (.2); emails with Popular Bank confirming transfer of accounts and send confirmation to Receiver and co-counsel (.1); emails with TD Bank regarding documents requested and to be produced regarding the Association's account (.2); review Notice of Special Set Hearing, emails with team members regarding same, and further discuss with team members (.1); email from Truist Bank regarding call with Receiver to authorize turnover of accounts, exchange emails with Receiver regarding same, emails with Receiver regarding same, email from Truist Bank confirming execution of all documents necessary to turn over accounts, exchange emails with M. Damian regarding same, and further discuss with M. Damian same and related matters (.5); discuss with M. Damian documents received from Truist Bank for Receiver to sign and review same (.2); discuss with M. Damian need to seek extension of deadline to provide notice to all homeowners pursuant to Receivership Order and discuss with J. Serna preparation of same and proposed Order (.2); review and revise Motion and proposed Order, discuss with M. Damian, and coordinate finalizing and filing (.2); multiple emails with proposed property management company regarding certain insurance coverage for the Association and related matters, and discuss with M. Damian (.3); emails with Popular Bank regarding online access to account and procedures and status of same and prepare and send email to Receiver providing instructions regarding same (.2); emails with R. Landy and M. Damian regarding payment to Ally Auto Finances and status of controlling Truist account to make payment and telephone call to same to obtain extension of payment deadline (.2); emails with R. Landy and M. Damian regarding vendor lists and related matters and review same (.1); review emails with R. Landy and Receiver regarding payment of all amounts owed to employees upon gaining control of Association's accounts and the status of ADP account and time clock for employees (.1).</p>	KDM	\$525.00	4.60	\$2,415.00
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12/02/2022	Reviewing contract with First Service and discussing requested changes with Receiver (1.2); e-mails to First Service regarding agreement (.4); telephone calls with First Service regarding contract and day 1 activities (.6); e-mail and telephone update with Receiver regarding	MME	\$550.00	4.10	\$2,255.00
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Popular bank and reviewing credit card statements (.6); e-mails regarding Truist documents and potential signer issue (.3).

12/02/2022	Further emails and telephone calls with insurance brokers regarding the status of the insurance policies, renewals of expiring policies, obtaining Certificates of Insurance naming Receiver and his firm as loss payees, and related matters (.3); telephone calls to and from counsel for Advisory Committee regarding insurance policies and prepare and send email to counsel forwarding D&O policy and proposing call to discuss review Order granting Motion for extension of time to notify homeowners of the Receivership and emails with team members regarding new deadline and status of preparing for sending out notifications to homeowners (.2); prepare and send email and Receivership Order to Ally Auto Finance regarding the receivership and seeking extension of payment deadline for loans for five vehicles, search for email addresses to send email and Order, and send Order (.5); coordinate locating fax number for Ally Auto Finance and faxing letter and Receivership Order and receive update regarding same; telephone call with Ally Auto Finance regarding the letter, Receivership Order, the receivership, and request for extension of payment deadline, and further discuss with team members confirmation of receipt by facsimile of same (.6); emails with Popular Bank regarding production of requested documents related to accounts of Association, download, organize and begin reviewing same, and send link to documents to Receiver and co-counsel (.5); emails with M. Damian and E. Thompson regarding bankruptcy proceeding of homeowner and Motion for Contempt and to Vacate Order Staying Judgment pending appeal, review same, strategize regarding same, and schedule call (.3); emails with TD Bank regarding production of requested documents (.1); emails with insurance broker regarding endorsement adding Receiver and his firm as loss payees and whether other changes to policy are necessary, review endorsement, and send to Receiver and co-counsel; emails with M. Damian regarding agreement with property management company and scope of work to be done (.1); email from insurance broker providing proposals for renewal of expiring General Liability and Business Auto policies, invoices, premium finance agreement, and applications for same, and explanation regarding benefits of policies, review documents, and prepare and send email to Receiver and co-counsel regarding same with explanation and deadline to renew (.8).	KDM	\$525.00	3.90	\$2,047.50
12/03/2022	Meeting with Receiver and advisory committee and advisory committee counsel regarding status.	MME	\$550.00	1.00	\$550.00

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12/04/2022	Telephone call with R. Landy regarding property manager transition issues (.3); emails with K. Murena and Receiver regarding insurance and bank accounts (.3).	MME	\$550.00	0.60	\$330.00
12/04/2022	Review and analyze emails regarding vendors, accountants and property manager (0.2); work on strategy for transition to property management company (0.2).	RML	\$525.00	0.40	\$210.00 - 105
12/04/2022	Continue working on addressing various insurance policy related matters and multiple emails with M. Damian and Receiver regarding same and scheduling call to further discuss renewal of two policies (.9); emails with R. Landy regarding landscaping service contract (.1).	KDM	\$525.00	1.00	\$525.00
12/05/2022	Telephone call with Receiver regarding update regarding property manager first day and update regarding banking (.5); email responses regarding various property and operating issues (.4); telephone calls and emails with K. Murena regarding insurance and banking issues (.4); telephone update from R. Landy regarding property management issues and reducing expenses (.3).	MME	\$550.00	1.60	\$880.00 - 55
12/05/2022	Call with Property Manager regarding operations and strategy (0.2); site visit to transition operational duties to Property Manager, coordinate with employees, work on obtaining control of various association functions, confer with residents, review and analyze computer files, and work on operational strategy (8.0) call with ADP regarding control of payroll and procedures going forward (0.5); call with counsel for advisory committee (0.2); draft email report to Receiver regarding operations and financial matters (0.5); email exchange with Receiver regarding same (0.3); draft motion to approve additional signatory and proposed order on same (0.3); draft email to S. Katz regarding estoppel requests (0.1).	RML	\$525.00	10.10	\$5,302.50 - 2,110.00 - 1,102.50

12/05/2022	<p>Continue working on issues related to renewal of insurance policies, obtaining alternative proposals for General Liability and Business Auto policies, obtaining extension of deadline to renew same, adding Receiver and his attorneys to D&O policy or binding supplemental policy for same, obtaining new umbrella policy, and related matters, telephone calls with insurance brokers regarding same, emails and telephone call with Receiver regarding same, email to E. Thompson regarding having Receiver execute applications to renew General Liability and Business Auto policies, the deadline for same, and our request to extend renewal deadline, and discuss the foregoing with M. Damian (2.3); review and analyze Crime Policy and D&O Policy, exchange emails with M. Damian regarding same, and work with C. Perez on preparing summaries and preliminary analyses of same, the Associations claims to be filed, possible exclusions, and related matters, and further emails and telephone call with M. Damian regarding same (2.4); emails with E. Thompson and M. Damian regarding calls and emails from counsel for homeowner/debtor regarding appeal of Contempt Order entered in bankruptcy case in favor of debtor and against Association (.2); telephone call with counsel for debtor regarding same, the upcoming deadline to respond to the Association's appellate brief and agreement to extension of same, the applicability of the stay of litigation in the Receivership Order, and filing a Suggestion of Receivership and Stay of Proceedings in the appellate court (.3); telephone call with counsel for Association in that bankruptcy case and appeal regarding same and the status of the Receivership (.2); telephone call with M. Damian regarding bankruptcy case and appeal and filing Suggestion of Receivership in same and related matters (2); review docket in appeal, coordinate preparation of Suggestion of Receiver, discuss with C. Perez, review and revise same, and coordinate filing with Court (.3); telephone call with R. Landy regarding status of property manager's onboarding, upcoming payroll, and control over and online access to bank accounts to make payroll and pay other expenses, and strategize regarding same (.2); emails with E. Thompson, M. Damian and Receiver regarding signatory authority and online access to Truist Bank accounts and emails and telephone calls M. Damian and R. Landy regarding same and related matters (.3); emails with R. Landy and Receiver regarding opening new account at CNB for to operate the Association and related matters (.1); emails with M. Damian and R. Landy regarding preparing and filing Motion for to add signatory to accounts and review and revise Motion and proposed Order, send to R. Landy, and email from M. Damian approving revisions (.3); email from insurance broker regarding specific information and documents needed to obtain umbrella coverage recommended by new property manager, discuss with team members, and send email to counsel for Advisory Committee regarding same and scheduling call to further discuss (.3); emails from Wix.com in response to request for turnover of control of website and related accounts and production of account records and emails with R.</p>	KDM	\$525.00	7.30	\$3,832.50
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Landy regarding the additional information they requested to process our requests (.2).

12/06/2022	Telephone call with Receiver counsel for Receiver regarding insurance renewal (.3); text updates regarding banking transfer issues (.3).	MME	\$550.00	0.60	\$330.00 - 165
12/06/2022	Email exchange with Receiver regarding banking (0.2); draft email to advisory committee counsel regarding motion to add signatory (0.1); call with Receiver regarding banking and property manager (0.2); continue to work on insurance and banking matters (0.2); confer with Property Manager (0.2); site visit to transition operational duties to Property Manager (3.3); email exchange with ADP regarding control of account and payroll (0.2); work on securing electronic files (0.2).	RML	\$525.00	4.60	\$2,415.00 - 52.50

12/06/2022	<p>Continue working on having the General Liability and Business Auto insurance policies renewed and all documentation signed by the Receiver, exchange multiple emails and telephone calls with insurance broker, Receiver, M. Damian, and E. Thompson regarding same, review the executed documents and discuss with team members same and making initial premium payment (1.7); work with Truist Bank, the Receiver, M. Damian, and E. Thompson on obtaining various account information for the various accounts of the Association to confirm balances and purpose and titles of accounts and make initial premium payment to insurance broker, exchanging multiple emails and telephone calls with various team members, the insurance broker and Truist Bank representatives, review executed account records and lists of accounts and balances, receive confirmation of payment, and send to insurance broker and team members (2.3); email from broker confirming binding of coverage and emails with team members regarding same (.1); email from broker and telephone call with R. Landy regarding the notice provided by broker to carrier for Crime policy and telephone call representative of carrier regarding same and strategize regarding responding to same (.2); emails and telephone call with R. Landy regarding the payroll account and balance, the timing of making payroll, and opening up new account for the Receivership Estate (.3); emails with another insurance broker regarding alternative insurance policies for general liability and business auto and the difficulty in underwriting same given the criminal and civil actions and strategize regarding same (.2); emails with E. Thompson and M. Damian regarding the role and duties of the property manager, the forensic accountant, and auditor and strategize regarding same (.2); review Order on Motion for extension of deadline to file Answer Brief in Association's appeal of Contempt Order entered against Association in bankruptcy case of homeowner, discuss with C. Perez, and telephone calls and emails with counsel for debtor regarding same, the scheduled oral argument in the appeal, and possible assets of the association and witnesses with information regarding same and related matters (.6); emails with R. Landy regarding the status of receiving response from One.com to our letter attaching Receivership Order and demanding turnover of email accounts, prepare and send emails to three additional departments, and coordinate having J. Serna follow up on same (.3); emails with R. Landy regarding the URL for the Association's website and related matters and prepare and send follow up demand to Wix.com providing the URL and requesting turnover of accounts and records (.3); emails with counsel for advisory committee regarding the proposed umbrella insurance policy and various information requested by insurance broker for same and schedule call to further discuss (.4); emails with insurance broker regarding the proposed Pre-Paid Legal Expense insurance policy and the application for same and review application (.2); telephone call from TD Bank's subpoena department requesting additional time to respond to document</p>	KDM	\$525.00	7.10	\$3,727.50
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requests and related matters, discuss with team members same, new production deadline, and updating Subpoena tracking chart (.2); telephone call and email from bankruptcy counsel for the Association regarding the various matters he is representing the Association and his role going forwarding, review description of cases, and send email to Receiver and co-counsel regarding same (.2); email from insurance broker forwarding recommendations for repairs to the property to avoid cancellation of the Commercial Property policy, send email to co-counsel regarding same and whether property manager can address issues, and send email to insurance broker regarding same (.2).

12/07/2022	Work on operational matters for Association office as well as insurance and banking (0.3); email exchange with Property Manager regarding operations (0.1); review and analyze uncashed checks (0.1); review and analyze notice from insurers regarding recommendations and draft email to Property Manager regarding same (0.1); call with Jesmany Jomarron regarding resident requests and motion for additional signatory (0.2); work with ADP regarding payroll (0.2); call with Property Manager (0.2).	RML	\$525.00	1.20	\$630.00
12/07/2022	Call and emails with Eric Thompson regarding various property matters.	RML	\$525.00	0.30	\$157.50

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12/07/2022	<p>Emails with M. Damian regarding the issues to resolve at the property to avoid cancellation of Commercial Property insurance policy and prepare, send email to Receiver and co-counsel regarding same and having new property manager assist with resolving issues, and discuss with J. Serna deadline to resolve issues and calendaring of same (.3); emails with counsel for Advisory Committee regarding information requested by insurance broker for purposes of underwriting and binding new umbrella policy for the Association and prepare for upcoming to further discuss same (.2); telephone call with counsel for Advisory Committee regarding same and matters related to homeowners (.2); review Amended Motion for extension of deadline to file Answer Brief in appeal by Association to Contempt Order entered in bankruptcy case of homeowner (.1); further emails from insurance broker regarding various insurance policies and the status of obtaining umbrella policy quote (.2); discuss with R. Landy various matters related to the operations of the Association, including payroll, processing mail, deposited checks, addressing issues raised by insurance carrier, the property manager's involvement with same, and input from the Advisory Committee, and strategize regarding same (.4); discuss with R. Landy issues related to insurance policies of the Association including proposed umbrella policy (.2); discuss with R. Landy and work with Mary on arranging for payroll to be paid from payroll account at Truist Bank (.3); emails with R. Landy and ADP regarding same and send email to M. Dhanji regarding same (.1); review various items of mail received by the Association, including checks and invoices, discuss with R. Landy and M. Dhanji same and having property manager address same, coordinate depositing of checks, creation of spreadsheet of same and invoices to be paid, and providing to property manager, and strategize regarding same (.7); further emails with Wix.com regarding demand for turnover of the website and resetting of login credentials for same and exchange emails with team members regarding the status of same (.2); email from E. Thompson regarding his call with First Service regarding various issues related to operations, including expenses, invoices, maintenance, tax issues, and insurance, strategize regarding certain issues to resolve, confirm deadline to bind umbrella policy, and exchange emails with team members regarding same (.3); continue working on gathering information required to complete applicable for umbrella policy and exchange emails with insurance broker regarding same and related matters (.5).</p>	KDM	\$525.00	3.70	\$1,942.50
12/08/2022	<p>Confer with Property Manager (0.2); call with Mary Ernst regarding show cause hearing (0.2); call with Melissa Bustamante regarding accounting matters (0.2); call with Alyson Teale regarding office operations and related matters (0.2).</p>	RML	\$525.00	0.80	\$420.00
12/08/2022	<p>Conference with ADP regarding payroll and processing payroll.</p>	md		1.00	\$0.00

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12/08/2022	Responding to emails from advisory committee counsel (.6); telephone call with Receiver (.4); attending advisory committee meeting with FSR (1.0); Truist bank call to make payroll and gain access to accounts (.4).	MME	\$550.00	2.40	\$1,320.00
12/08/2022	<p>Emails with R. Landy and M. Damian regarding visiting the Association's office and emails with E. Thompson regarding same (.1); telephone calls with First Citizens Bank regarding the demand for turnover of the accounts of the Association and the Receivership Order, discuss with team members, coordinate updating bank tracking chart, and prepare and send email to Receiver and co-counsel regarding same (.7); email from Receiver regarding same (.1); continue working with M. Dhanji regarding arranging for payroll to be paid and coordinating transfer from Association's payroll account to ADP account, and discuss with M. Damian (.3); emails and telephone calls with Truist Bank regarding information requested by ADP to set up future automatic ACH transfers, review letter providing information and forward to ADP and M. Dhanji (.3); further discuss with M. Dhanji the forms to be filled out to make wire transfer from Truist Bank payroll account to ADP account for the upcoming payroll, exchange emails and telephone calls with Truist Bank regarding same, and provide updates to M. Dhanji and M. Damian regarding same (.4); review forms from ADP regarding wire transfer to make for upcoming payroll and discuss with M. Dhanji same and payroll process going forward (.2); work with Truist Bank and M. Damian on setting up online access to account and initiating wire transfer to ADP for payroll, receive confirmation of same, discuss with M. Damian, and exchange multiple emails with M. Dhanji, ADP and property manager regarding same (.8); discuss with M. Damian and M. Dhanji various checks received and depositing same in Truist Bank account and the procedures for same and for issuing checks and coordinating with property manager going forward (.2); email from Receiver regarding the binding of the General Liability and Business Auto policies and the premium payment for same (.1); multiple emails with Popular Bank regarding the loan payment that is due and arranging for payment from one of the Association's accounts at the Bank, review the latest bank statements for those accounts, send email to the Bank requesting updated balances and online access, and prepare and send email to Receiver and co-counsel regarding same (.4).</p>	KDM	\$525.00	3.60	\$1,890.00
12/09/2022	Conference with management team regarding bank accounts and checks for deposit.	md	\$100.00	0.50	\$50.00
12/09/2022	Review and analyze emails concerning account status (0.1); confer with forensic imaging and copying service regarding documents (0.2); work on planning for responses to resident inquiries and operational matters (0.4); confer with Property Manager regarding bank accounts (0.1); work on control of Extra Space storage unit (0.2); confer with Property Manager regarding architectural review, operational matters, and planning for homeowner accounts (0.4); work on payroll matters for Association employees (0.2).	RML	\$525.00	1.60	\$840.00

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12/09/2022	<p>Emails with Popular Bank regarding balances and uses of the Association's accounts and the status of loan payment, exchange emails with Receiver and M. Damian regarding same, schedule call to further discuss, analyze the loan documents and confirm amount of loan payment, and discuss with M. Damian and Receiver (1.2); review Order granting debtor/appellee's Amended Motion for extension of time to file Answer Brief and resetting oral argument, emails with team members regarding same, an confirm same and notice to all team members (.2); emails with IT forensic professional regarding invoice for various services related to preserving and imaging databases and computers, review itemized invoice, and exchange emails with R. Landy regarding same (.2); review Order granting Motion to add M. Damian as signatory on Association's accounts and discuss same, online access to accounts, and related matters with M. Dhanji (.2); emails and discuss with M. Dhanji issues with wire from Association's payroll account to ADP for payroll, emails and telephone calls with Truist Bank regarding same, emails with Receiver regarding resolution of issue, and discuss with M. Damian (.5); analyze Popular Bank loan documents, discuss with Receiver, M. Damian and E. Thompson same and making December loan payment, and exchange emails with Popular Bank regarding same and confirming payment will be timely made from Association's checking account (.6); emails from insurance broker forwarding proposal for D&O insurance policy to cover Receiver and counsel, review proposal, applications, and invoice for same, and send email to broker requesting additional proposals (.4); emails with Popular Bank regarding online access to accounts, work on accessing accounts online, change password, and review accounts (.3).</p>	KDM	\$525.00	3.60	\$1,890.00	-157.50
12/10/2022	<p>Review and analyze initial production of documents from Black's copy service from Association files (0.7); work on strategy related to same (0.2).</p>	RML	\$525.00	0.90	\$472.50	-52.50
12/10/2022	<p>Emails with M. Damian and R. Landy regarding the status of having documents in the Association's office scanned and saved, R. Landy's initial review of same, and sharing documents with property manager and protocol for sharing with State Attorney's office while preserving all privileges, and strategize regarding same (.2); email from insurance premium finance company providing Notice of Acceptance of initial premium payment for General Liability and Business Auto insurance policies, and review documents provided regarding same (.2); email from Ally Bank providing link to secure message and production, access same, download production in response to demand, begin reviewing same, and coordinate updating tracking chart (.3).</p>	KDM	\$525.00	0.70	\$367.50	
12/11/2022	<p>Attending zoom meeting with Receiver and advisory committee counsel (1.0); meeting with advisory committee and Receiver by zoom (1.2); email follow-ups to meetings (.2).</p>	MME	\$550.00	2.40	\$1,320.00	

12/11/2022	Work on strategy for forensic accounting and audits (0.2); work on strategy related to Association's pending litigation and documents from Association's counsel (0.2).	RML	\$525.00	0.40	\$210.00
12/11/2022	Emails with Receiver and a new insurance broker regarding obtaining proposal for D&O policy to cover Receiver and his counsel and follow up with another insurance broker regarding obtaining his proposal for same (.3); emails from insurance broker regarding issues with gathering information requested to obtain umbrella policy, obtaining alternative proposals that won't require as much information, and the status of the Receiver's consideration of proposed pre-paid legal policy (.2); emails from M. Damian regarding preparation of summary of the Association's insurance policies for website and begin working on same (.4).	KDM	\$525.00	0.90	\$472.50
12/12/2022	Confer with Property Manager regarding resident requests and vendor information (0.5); review and analyze Association documents and amendments (0.6); draft emails regarding same (0.1); confer with Jesmany Jomarron (0.3); work on matters related to Architectural Control Panel (0.2); work on receipt of payments from certain residents (0.1); call with Property Manager regarding owner accounts and office operations (0.3); call with Melanie Damian regarding operations and Receivership strategy (0.2); draft letter to Association's former counsel regarding turnover of files (0.3); draft demand letter to A&F Management (0.2); draft email to Receiver regarding management matters (0.1).	RML	\$525.00	2.90	\$1,522.50
12/12/2022	Telephone call with Receiver and co-counsel regarding town hall and addressing resident issues (.4); e-mail responses regarding owner concerns property management (.5).	MME	\$550.00	0.90	\$495.00

12/12/2022	<p>Discuss with M. Damian insurance policies and related matters and preparing summary for website to address questions of homeowners, review various policies, prepare summary of same, and send to M. Damian, Receiver, and E. Thompson with explanation regarding same (1.6); telephone call with M. Damian regarding the forensic accountant to perform the analysis of the Association's accounts, gathering providing bank records to same, and the immediate work to be done to assist with certain insurance claims (.2); emails and telephone call with forensic accountant regarding same, the scope of the work to be done, accessing the Association's accounting records and TOPS system, and gathering bank records, provide direction regarding analysis and reports to be done and the timing of same, and send email to R. Landy regarding granting access to forensic accountant (.9); further emails with forensic accountant regarding the Affidavit in Support of Arrest Warrant and the status of accessing the accounting system (.2); telephone calls and emails from one insurance broker regarding information needed to obtain umbrella policy, the quote for the policy to cover Receiver and counsel, and obtaining alternative quotes, and strategize regarding same (.5); multiple emails and telephone calls from and to another insurance broker regarding obtaining policy to cover Receiver and counsel, application for same, the applicable Florida Statute, and various information needed regarding Association to complete application and obtain quotes, and review Statute (.6); emails with First Citizens Bank and Receiver regarding the status of preparing documentation to effect turnover of accounts and discuss with team members and coordinate updating tracking chart (.1); email from M. Damian forwarding email from Truist Bank regarding remote deposit information and setting up same and send email to M. Dhanji regarding same (.1); email from Truist Bank confirming execution of various documents by M. Damian and discuss with team members same (.1); emails from and to Receiver regarding general liability insurance carrier's recommendations for resolving issues at the property to minimize risks and maintaining or reducing premium rates for future policies and review recommendations and send email to R. Landy regarding same and scheduling call with property manager regarding same (.2); email to R. Landy regarding other issues to resolve on the property required by commercial property insurance carrier and coordinate scheduling call with property manager to discuss (.1).</p>	KDM	\$525.00	4.60	\$2,415.00
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12/13/2022	<p>Emails with R. Landy regarding the information needed regarding the Association and the Property to mitigate future claims against the General Liability policy, to maintain the Business Auto policy, and to obtain a policy to cover the Receiver and counsel, and having the property manager assist with gathering the information, further discuss with team members, and emails with property manager regarding same and commencement of work to resolve issues on the property for insurance policies and to minimize exposure to claims (.5); email from Wix.com confirming that Association does not own URL/website used by Association and discuss with team members same and extent of control of that URL/website (.2); discuss with M. Damian and R. Landy various issues to resolve and work to be done related to operating the Association and maintaining the Property and working with First Service on same (.4); telephone call with insurance company regarding Notice of Claim against crime policy provided by insurance broker, the coverage period, submitting Proof of Loss, and confirming authority to communicate with carrier regarding same and prepare, and send email to carrier confirming same (.4); strategize with M. Damian and R. Landy regarding same and working with forensic accountant to analyze transfers out of the Association's account for purposes of submitting claim against Crime policy and other purposes (.3); emails with forensic accountant and R. Landy regarding providing access to TOPS software and accounting records and discuss with team members (.1); emails with insurance broker and counsel for Advisory Committee regarding information and documents needed from Association to obtain umbrella insurance policy (.1); further discuss with R. Landy and exchange emails with R. Landy and representatives of First Service regarding same and the application to be filled out to obtain umbrella insurance policy (.2); telephone call with M. Damian and Truist Bank regarding various emails received by M. Damian regarding online access to accounts, protocol for approving payments and transfers out of the account, and related matters, log into accounts, change password, review various automatic payments scheduled to be made from accounts, and discuss with M. Damian same and protocol for approving same moving forward (.5); discuss with R. Landy the work performed by IT forensic professional and the invoice for same and coordinate confirming completion of certain items (.1); discuss with R. Landy and M. Damian status of document reproduction company's scanning of the Association's records for purposes of getting records to property manager and email from R. Landy regarding same (.1); emails from insurance broker regarding reducing premium for insurance policy to cover Receiver and counsel and additional endorsement to cover counsel as co-defendant, review endorsement, and send email to broker regarding same and further due diligence to be done (.2).</p>	KDM	\$525.00	3.10	\$1,627.50
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12/13/2022	<p>Review and analyze email from A. Theale regarding employee applications and draft email regarding same (0.1); review and analyze emails from SAO and court regarding Rule to Show cause hearing (0.1); work on access to Extra Space Storage (0.1); work on completion of insurer recommendations (0.1); work on insurance claim development (0.1); site visit to Hammocks Clubhouse for conference with Property Manager, inspection of certain premises, work on architectural review matters, and employee matters (2.0); work on analysis of insurance requirements (0.2); confer with M. Damian regarding advisory committee matters and banking information (0.3); draft emails to Architectural Control Panel (0.3); review and analyze Association governing documents related to amendments and architectural review (0.4); confer with copy service regarding association records (0.2); work on computer forensic matters (0.1); work on strategy related to board election (0.1).</p>	RML	\$525.00	4.20	\$2,205.00 -210
12/13/2022	<p>Reviewing forensic accountant engagement and e-mailing Receiver regarding same (.2); e-mails and telephone calls regarding Truist payments (.3); e-mails regarding potential vendors and responding to certain proposals (.4); e-mails regarding bank signatories limitation as to Receivership (.3); reviewing and responding regarding town hall notice (.1); reviewing and revising draft letter to all former counsel (.3); reviewing and revising FAQ regarding insurance and sending same for website posting (.3).</p>	MME	\$550.00	1.90	\$1,045.00

12/14/2022	<p>Email exchange with TOPS and Melissa Davis (0.1); work on investigation into certain vendors and replacement of such services (0.6); review and revise turnover letters to various Association attorneys (0.2); review and analyze email from C. Ardisson regarding ACP review (0.1); review and analyze Association documents related to lawyers and professionals (0.4); work on record access for M. Davis (0.2); review and analyze emails regarding employees (0.1); confer with counsel for advisory board regarding Association Rules and various resident inquiries (0.3); call with Receiver regarding Advisory Committee and Property Manager (0.4); call with Property Manager (0.3); review and analyze emails from Property Manager regarding resolution of insurer recommendations and draft response (0.1).</p>	RML	\$525.00	2.90	\$1,522.50
					- 470
					- 3
12/14/2022	<p>Meeting with Landscaping candidates (turf) (.7); meeting with Landscaping candidate Zamora (.5); meeting with security candidate Maverick (.7); telephone follow-up with Receiver regarding various issues from advisory committee (.4); telephone call with FSR regarding airtable training and rental issues (.5); response e-mails regarding issues raised by residents (.6); reviewing revised agreement for Steve Katz (.2); payroll review, approve and transfer with team (.2); reviewing and executing bank documents (.2).</p>	MME	\$550.00	3.90	\$2,145.00

12/14/2022	Work on transferring funds to ADP account for purposes of making payroll and discuss with M. Damian and M. Dhanji (.3); emails with property manager regarding various documents requested by insurance broker for purposes of obtaining quotes for umbrella insurance policy, for future renewal of General Liability Policy, and for policy to cover Receiver and counsel, and forward applications to be filled out for certain policies (.3); review documents provided by property manager, discuss with R. Landy, and forward documents to insurance broker with explanation regarding same (.4); emails with R. Landy and counsel for Advisory Committee regarding governing documents of the Association and related matters and further discuss with R. Landy (.2); emails with E. Thompson and M. Damian regarding sending letters to former counsel for the Association regarding pending matters and requesting records and addressing other matters (.2); emails with R. Landy regarding documents related to accounts at another financial institution and sending turnover demand letter to same, review documents, prepare letter, and coordinate confirming email, physical address, and fax number to which to send letter with Receivership Order (.5); email from property manager confirming and providing pictures showing resolution of various issues raised by property insurance company, emails with E. Thompson and R. Landy regarding same, and prepare and send email to insurance broker forwarding same with explanation (.4); emails with M. Damian regarding notice she received from Truist Bank regarding new user added to account and login to account to confirm same (.2); emails with M. Damian regarding the execution of the forms necessary to open new account for the Association, login and download signed forms, and review same (.2); emails with forensic accountant regarding the status of providing her access to TOPS software and gathering bank account records, the information and analysis needed for the initial status report, and the analysis to be done for purposes of claim against crime insurance policy, and strategize regarding same (.4).	KDM	\$525.00	3.10	\$1,627.50
12/14/2022	Work on time sheets for payroll and conference with ADP and process payroll.	md	\$100.00	1.00	\$100.00
12/15/2022	Review and analyze email from Property Manager regarding maintenance trucks and draft response (0.1); review and analyze several emails from Advisory Committee members (0.2); work on transition of customer service line to FSR (0.3); confer with Property Manager regarding account ledgers and other matters (0.2); call from resident Christina Lopez regarding lien on unit (0.3); work on investigation into assets and claims (0.2); review and revise demand letters to lawyers (0.2); email exchange with Property Manager regarding hiring and staffing (0.1); email exchange with Eric Glazer regarding demand for turnover of documents (0.1).	RML	\$525.00	1.70	\$892.50
12/15/2022	Review and analyze emails regarding ACP.	RML	\$525.00	0.10	\$52.50

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12/15/2022	Email responses with advisory committee regarding owner concerns property management (.4); telephone call with FSR regarding bank account opening (.2) telephone call with Receiver regarding letter from advisory committee (.4); telephone call with state attorney (.3),	MME	\$550.00	1.30	\$715.00
12/15/2022	Review response to Subpoena and production from TD Bank, coordinate downloading and organizing same, discuss with team members, and coordinate sending to forensic accountant, and emails with forensic accountant regarding same (.3); emails with E. Thompson and R. Landy regarding the letters sent out to former counsel for the Association and related matters (.2); discuss with M. Damian whether Truist Bank confirmed any automatic transfers from the Association's accounts, access accounts online to review activity, prepare and send email to Truist Bank representatives regarding certain transfers out, the requested hold on all outgoing transfers and requirement that Bank obtain prior approval from Receiver or counsel, and demand for immediate hold and implementation of that protocol, and exchange emails with M. Damian regarding same (.6); emails with insurance broker regarding various documents requested for purposes of obtaining umbrella policy and provide additional document (.2); emails with insurance brokers regarding the repairs and maintenance items addressed at the property pursuant to recommendations of commercial property insurance carrier (.2); emails with R. Landy regarding the HOA governing documents and amendments, review same, and prepare and send email to insurance broker forwarding same (.3); emails with insurance broker regarding the status of filling out the application for the insurance policy for the Receiver and counsel, and related matters, and emails with Receiver regarding same (.2).	KDM	\$525.00	2.00	\$1,050.00

212.00 \$107,977.50

- 11,815

Costs & Expenses

Date	Description	Amount
11/22/2022	Postage	\$6.45
12/01/2022	Waste Connections. Garbage collection. 12.01.22	\$1,885.00
11/29/2022	FEDEX. Invoice 57037. First Citizens Bank c/o CT Corporation System. 11.29.22	\$22.52
11/30/2022	FEDEX. Invoice 57037. Subpoena Compliance Department, American Express Corporation. 11.30.22	\$40.90
11/30/2022	Pacer/ Court Documents	\$2.70
		\$1,957.57

Approved 96,162.50

ATTORNEY/PARALEGAL SUMMARY

Name	Initials	Hours	Rate	Amount
Melanie Damian	MME	49.5	\$525.00	\$26,455.00
Russell Landy	RML	72.7	\$504.00	\$37,852.50
Kenneth Murena	KDM	86.8	\$503.13	\$43,470.00

Mary Dhanji

md

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\$75.00

\$200.00

Invoice Amount: \$109,935.07

Other Outstanding Balances: \$0.00

All Invoices Amount: \$109,935.07

Potential Amount Applied: \$0.00

Potential Balance Due: \$109,935.07



CLICK TO PAY

Visit: <https://rapidpay.us>
Ref: 220187740695

Payments Since Last Invoice

Date	Description	Amount
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-19%

EHRLinked
15502 Stoneybrook West Parkway, Ste
104-149
Winter Garden, FL 34787 US
(855) 935-4658
https://www.EHRLinked.com



\$35,112.41

BILL TO

The Hammocks Community
Association Incorporated

INVOICE 6433

DATE 12/15/2022 TERMS Due on receipt

DUE DATE 12/15/2022

ACTIVITY	QTY	RATE	AMOUNT
11/20/22 - Remote: -Email Setup: hammockshotline@gmail.com -Hammocks Website Transfer Work -Trello Account Signup & Initial Setup -AirTable Account Signup & Initial Setup -Hotline Setup	4.60	300.00	1,380.00 <i>-10%</i> <i>-138</i>
11/20/22 - Vendor Payment: -RingCentral (Paid via BONVOY AMEX)	1	58.34	58.34
11/21/22 - Remote: -Ring Central Setup -Meeting w/ Jesmany / AirTable Setup (0.8hrs) -RingCentral Call Quality Troubleshoot -Zoom w/ Jesmany & Clubhouse Team (AirTable Instruction) -Support Chat with one.com re: Taking Control of @hammockscc.com -Call with AT&T re: Taking Control of (305) 382-3999 -Support Communication w/ Wix re: Taking Control of www.hammockscommunityassociation.com -AirTable Instruction: Eduardo -RingCentral Call Analytics Review	5.20	300.00	1,560.00 <i>-10%</i> <i>-156</i>
11/22/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -RingCentral PostCall Satisfaction Survey Setup -Call w/ Jesmany Updates -Trello Organization/Planning	3	300.00	900.00 <i>-10%</i> <i>-514 = \$135</i> <i>-225</i>
11/23/22 - Vendor Payment: -Hammocks Hotline - Khouloud	1	20.00	20.00
11/23/22 - Vendor Payment: -GoDaddy Domain Registration 1-Year: hammockscommunityassociation.info	1	2.17	2.17
11/23/22 - Vendor Payment: -Weebly (Paid via BONVOY AMEX)	1	16.00	16.00

ACTIVITY	QTY	RATE	AMOUNT
11/23/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners Call Log Matrix Analysis Call w/ Jesmany -Hotline Training: Khouloud -Purchase Domain: hammockscommunityassociation.info -Weebly Setup & Interim Website Work	9.10	300.00	2,730.00 -10% -273 -543
12/24/22 - Vendor Payment: -RingCentral 2nd User Acct (Paid via BONVOY AMEX)	1	50.61	50.61
11/24/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Interim Website Work -Hotline 2nd User Add-on & Configuration -AirTable Interfaces Setup x2 -AirTable Training - Khouloud	5.20	300.00	1,560.00 -10% -156
11/25/22 - Vendor Payment: -Hammocks Hotline - Khouloud:11:00a-1:36p & 2:52p-5p	4.70	20.00	94.00
11/25/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Interim Website Work -Call w/ Judge Gersten & Jesmany -Call w/ Jesmany re: Interim Website -Graphical Team Org Chart	6.70	300.00	2,010.00 -10% -201
11/26/22 - Vendor Payment: -Hammocks Hotline - Khouloud: 10:00a-1:00p / 2:00p-4:00p	5	20.00	100.00
11/26/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Interim Website Work Communication w/ Jesmany re: Interim Website & Org Chart Graphical Team Org Chart -Homeowner Record Lookups and AirTable Mods - Jesmany -RingCentral New Hours Configuration -RingCentral New Recording for New Hours -Postcall Hotline Review Report Presentation Powerpoint Presentation Troubleshoot Jesmany	6.30	300.00	1,890.00 -10% -189 -594
11/27/22 - Vendor Payment: -Hammocks Hotline - Khouloud: 10:00a-2:00pm & 3:30p-4:00pm	4.50	20.00	90.00
11/27/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Interim Website Work Communication w/ Jesmany re: Org Chart -Graphical Team Org Chart -AirTable Q&A	3.60	300.00	1,080.00 -10% -106 -243
11/28/22 - Vendor Payment -Postcall.io (Paid via BONVOY AMEX)	1	79.00	79.00

ACTIVITY	QTY	RATE	AMOUNT
11/28/22 - Vendor Payment: -Hammocks Hotline - Khouloud: 9:00a-11:00am / 12:45p-2:00p / 3:30p-5:00p	4.70	20.00	94.00
11/28/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Interim Website Work -Communication w/ Jesmany re: Interim Website -Hotline Training: Melissa Ayala -State of the Union Powerpoint Review & Comment	6.40	300.00	1,920.00 -10%
			-192
			-135
			<u>-327</u>
11/29/22 - Vendor Payment: -Hammocks Hotline - Khouloud: 9:00a-11:30a / 1:00p-4:00p	5.50	20.00	110.00
11/29/22 - Remote: -State of the Union Zoom -State of the Union Zoom Chat Capture and Key FAQ/Issue Extraction -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Website Work -Clubhouse Camera Assistance -New Estoppel Application Update & Website Upload -Airtable Modification -New Gmail for Airtable Read-Only Access -Zoom Airtable Training w/ Advisory Committee (0.8hrs) -Receivership Leadership Chart Fix & Upload to Website: Jaime Staton	8.90	300.00	2,670.00 -10%
			-267
			-135
			-135
			<u>-537</u>
11/30/22 - Vendor Payment: -Hammocks Hotline - Khouloud: Khouloud: 9:00a-11:00a / 12:30p-5:00p	6.50	20.00	130.00
11/30/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Work with Residents Following up on Previsouly Filed Issues -Add New Airtable Users -Airtable Training w/ Chris -Call Micheal Kaufman and Illeana -Setup Paid Airtable Account -Community Zoom Meeting	7	300.00	2,100.00 -10%
			-210
			-135
			-135
			<u>-480</u>
12/1/22 - Vendor Payment: -Hammocks Hotline - Khouloud: 9:00a-1:00p / 2:00p-3:46p / 4:30p-5:00p	5.70	20.00	114.00
12/1/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Website Work -Airtable Assistance - Chris @ SBK Legal -Airtable Assitance - Ann McDermott @ SBK Legal -Airtable New Access - Cindy Lorenzo -Setup New Airtable Views -Issue Q&A	7.20	300.00	2,160.00 -10%
			-216
12/2/22 - Vendor Payment: -Hammocks Hotline - Khouloud: 9:00a-3:15p / 4:30p-5:00p	6.70	20.00	134.00

ACTIVITY	QTY	RATE	AMOUNT
12/2/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Website Work -Updated FAQs -Zoom: Airtable Training w/ Ann & Cindy -Review 11/28 Advisory Committee meeting for FAQs -Mailing List Excel Reformat - Ann McDermott -Airtable Accounting Ticket Response Work -Issue Q&A	7.60	300.00	2,280.00 -1070 -228 -1.5 = \$135 -1.5 = \$135 -498
12/3/22 - Vendor Payment: -Hammocks Hotline: Khouloud 10:00a-1:30p	3.50	20.00	70.00
12/3/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Website Work -Airtable Accounting Ticket Response Work -Hammocks Receiver Logo Work -Issue Q&A	2.10	300.00	630.00 -1070 -63 -1.5 = \$135 -1.5 = \$135 -333
12/4/22 - Vendor Payment: -Airtable (Paid via BONVOY AMEX)	1	84.00	84.00
12/4/22 - Vendor Payment: -Hammocks Hotline: Khouloud 10:00am-11:00am / 12:00p-4:00p	5	20.00	100.00
12/4/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Website Work -Airtable Setup: New Field -Closing Airtable Ticket Work -Issue Q&A	3.20	300.00	960.00 -1070 -96 -1.5 = \$135 -231
12/5/22 - Vendor Payment: -Hammocks Hotline: Khouloud: 9:00am-11:30 / 11:45am-3:15pm / 4:00pm-5:00pm	7	20.00	140.00
12/5/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Closing Airtable Tickets -Temp Payment Receipt PDF/Word -Call and Application w/ Virtual Latinos - for Hammocks Hotline -Issue Q&A	3.30	300.00	990.00 -1070 -99 -1.5 = \$135 -234
12/6/22 - Vendor Payment: -Hammocks Hotline: Khouloud: 9:00am-4:30pm	7.50	20.00	150.00
12/6/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Call w/ Jesmany: Status & Planning -Closing Airtable Tickets -Norton SafeWeb Dispute Submission -Issue Q&A	3	300.00	900.00 -1070 -90 -1.5 = \$135 -1.5 = \$135 -360

ACTIVITY	QTY	RATE	AMOUNT
12/7/22 - Vendor Payment: -Hammocks Hotline: Khouloud: 9:00am-3:50pm / 4:30pm-6:30p	8.80	20.00	176.00
12/7/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Closing Airtable Tickets -Website Updates -Create Subdivision Contact Form -Airtale Tech Support - Chris -Norton SafeWeb Dispute Submission -Postcall Allowance Troubleshoot - Support Issue Q&A	5.20	300.00	1,560.00 -10% -156 -291 - .5 = \$-135
12/8/22 - Vendor Payment: -Hammocks Hotline: Khouloud: 9:00am-1:54pm / 2:45pm-5:15pm	7.40	20.00	148.00
12/8/22 - Remote: -RingCentral Troubleshoot - Support -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Closing Airtable Tickets -Website Updates -RingCentral Update: New Hours & Greetings -Intro Call w/ On-site Property Manager - Andrew -Zoom w/ Management Company (0.9) -Zoom: Hammocks - Meet and Greet - FSR and Advisory Committee -Airtable Setup: New View Issue Q&A	6.50	300.00	1,950.00 -10% -195 -330 - .5 = \$-135
12/09/22 - Vendor Payment -Postcall.io Upgrade (Paid via BONVOY AMEX)	1	46.44	46.44
12/9/22 - Vendor Payment: -Hammocks Hotline: Khouloud: 9:00am-3:00pm / 3:45pm-5:00pm	7.20	20.00	144.00
12/9/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Closing Airtable Tickets -Add Andrew to Airtable -Zoom: Airtable Training w/ Andrew (0.5) -Airtable Work: New Fields -Airtable Work: New Emergency View and Record Review & Reassign Issue Q&A	4.90	300.00	1,470.00 -10% -147 -417 - .5 = \$-135 - .5 = \$-135
12/10/22 - Vendor Payment: -RingCentral - Calling Credits Package - Auto-purchase (Paid via BONVOY AMEX)	1	25.43	25.43
12/10/22 - Vendor Payment: -Hammocks Hotline: Khouloud 10:00am-2:00pm	4	20.00	80.00

ACTIVITY	QTY	RATE	AMOUNT
12/10/22 - Remote: -Hotline Emails from Hammocks Community Homeowners -Closing Airtable Tickets -Fullfill FSR Info/Data Requests - Employment -Management Co Issue Mindmap -Issue Q&A	4.40	300.00	1,320.00 -10% -132 -267
12/12/22 - Vendor Payment: -Hammocks Hotline: Khouloud 9:00am-3:00pm / 4:00pm-5:00pm	7	20.00	140.00
12/12/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Closing Airtable Tickets -Management Company Issue Mindmap -Airtable Work: Interfaces Intake Form -Website & Form Update: Subdivision Contact Form PDF -Issue Q&A	5.20	300.00	1,560.00 -10% -156 -291
12/13/22 - Vendor Payment: -Hammocks Hotline - Khouloud: 9:00am-3:07pm / 4:00pm-5:00pm	7.10	20.00	142.00
12/13/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Closing Airtable Tickets -Website Updates -Postcall.io Support Chat re: Forwarded Calls -Issue Q&A	5.70	300.00	1,710.00 -10% -171 -306
12/14/22 - Vendor Payment: -RingCentral - Calling Credits Package - Auto-purchase (Paid via BONVOY AMEX)	1	25.42	25.42
12/14/22 - Vendor Payment: -Hammocks Hotline - Khouloud: 9:00am-2:00pm / 3:00pm-5:00pm	7	20.00	140.00
12/14/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Closing Airtable Tickets -Website & Form Update: Subdivision Contact Form PDF -Website Updates -FSR Hotline/Email Takeover Planning -Issue Q&A	5.90	300.00	1,770.00 -10% -177 -312
12/15/22 - Vendor Payment: -Hammocks Hotline - Khouloud: 9:00am-4:15pm	7.20	20.00	144.00
12/15/22 - Remote: -Hotline Calls from Hammocks Community Homeowners -Hotline Emails from Hammocks Community Homeowners -Closing Airtable Tickets -FSR Hotline/Email Takeover Planning & Training -Issue Q&A	3.80	300.00	1,140.00 -10% -114 -249

You may pay online with a Credit Card or if paying by check, make check payable to: EHRLinked

It has been a pleasure serving you,
the finest compliment you can give us
is a referral!

TOTAL DUE

\$43,047.41

-7935

Approved \$35,112.41
[Signature]

-1%

ATTORNEY FEE BILLING FOR MICHAEL S. KAUFMAN, ESQ.
NOTE- ALL TEAM MEETINGS INVOLVED JESMANY JOMARRON, ESQ.

Date	Description	Hours
\$11,100.00	Attended continuation of receivership hearing started on October 13, 2022, where Judge Butchko upon the stipulation of the parties entered an order appointing Judge David M. Gersten (Ret.) as receiver of the Hammocks Community Association Incorporated (the "Hammocks") and further ordered W. McCaughan with the assistance of Detective Emiliano Tamayo to secure Association management office, including files, hard drives, keys, and passwords.	3.00
11/17/2022	Hammocks Receivership Team Meeting #1 via Zoom video conference with Judge Gersten, the Receiver, Receiver's attorney Eric Thompson, advisory committee attorneys Michael Kaufman, Steve Katz, and William McCaughan to formulate strategy for all the tasks that must be accomplished for the Hammocks (identified urgent and critical issues, and assigned unique tasks to each attorney to report to the receiver).	1.70
11/18/2022	Hammocks Receivership Team Meeting #2 via Zoom video conference with Judge Gersten, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan and advisory committee members Idalmen Ardisson, Donald Kearns, Pete Cabrera, Ana Danton, and Marco Antonio Real, to introduce the advisory committee to Receiver, assign tasks, and develop plan for operation of the Association.	1.30
11/19/2022	Continuation of Zoom video conference for debrief on Hammocks Advisory Committee Meeting #2 with Judge Gersten, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan and to assign additional tasks to team members.	0.80
11/19/2022	Hammocks Receivership Team Meeting #3 via Zoom video conference with Judge Gersten, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan to introduce Receiver's attorney Melanie Damian and to organize specific unique tasks to each team member and formulate a strategy for Hammocks issues concerning bank accounts, security, maintenance, audited financial statements, the budget, property managers and landscapers to be interviewed, employees to be vetted, revisions necessary to Notice of Appointment of Receiver, and configuration of Hammocks Hotline and AirTable.	1.40
11/20/2022		

MIKE KAUFMAN

11/20/2022	review, approval, Order Appointing Receiver	0.90
11/21/2022	Attend to collection of photographs of Advisory Committee members for presentation to the Court.	0.10
11/21/2022	Attend to multiple communications from advisory committee members providing suggestions for vendors for security, landscaping, accounting, and property management as requested by Judge Gersten.	0.40
11/21/2022	Hammocks Receivership Team Meeting #4 via Zoom video conference with Judge Gersten, E. Thompson, M. Damian, M. Kaufman, and S. Katz providing updates on progress and making additional assignment of matters to be addressed for the Hammocks.	0.90
11/22/2022	Hammocks Receivership Team Meeting #5 via Zoom video conference with Judge Gersten, E. Thompson, M. Damian, M. Kaufman, and S. Katz, and Advisory Committee Members Idalmen Ardisson, Pete Cabrera, Donald Kears, Ana Danton, Marcoantonio Real, and Jaime Staton.	0.90
11/23/2022	Hammocks Receivership Team Meeting #6 via telephone conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz, and R. Landy regarding full status update on the receivership from each team member, discussion of contracts with attorneys for the advisory committee, preparation for the State of the Union, and discussion on whether security personnel should remain employed by the Receiver.	0.90
11/27/2022	Hammocks Receivership Meeting #7 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan regarding approval of Notice of Appointment of Receiver, upcoming estoppels and real estate closings, new website and Hammocks hotline, discussion of homeowner messages, interview of vendors and property managers, finalizing of FAQs, status of bank accounts, and association insurance.	1.80

11/27/2022	Telephone conference with Jesmany Jomarron regarding debrief of Receivership Meeting #7 and to coordinate efforts for assisting the Receiver with numerous Hammocks Hotline messages from the homeowners.	0.30
11/28/2022	Hammocks Receivership Meeting #8 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan and Advisory Committee Members Idalmen Ardisson, Pete Cabrera, Donald Kearns, Ana Danton, Marcoantonio Real, and Jaime Staton to obtain most up to date information concerning homeowner feedback during the receivership including real estate closings, Coco Landscaping, prior Hammocks staff, graffiti, emphasis on homeowner unity, and homeowner town hall.	1.50
11/29/2022 Jesmany Jomarron	Attended hearing on Hammocks State of the Union.	0.90
11/29/2022 Jesmany Jomarron	Telephone conference with Jesmany Jomarron regarding addressing of advisory committee requests for a zoom meeting addressing the homeowners, coordination of efforts to interview and consider vendors for the Association, and attend to homeowner messages regarding responses.	0.40
12/01/2022	Telephone conference with M. Kaufman regarding advisory committee member M. Real's request to use Hammocks clubhouse to host a picnic to write greeting cards to Judge Butchko, Judge Gersten, and Detective Emiliano Tamayo.	0.30
12/03/2022	Attended Hammocks Receivership Meeting #9 with Advisory Committee with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, and S. Katz, and Advisory Committee members I. Ardisson, P. Cabrera, D. Kearns, A. Danton, M. Real, and J. Staton to provide updates on all the tasks completed and tasks to be completed next week including hiring of First Service Residential Property Management, upcoming interviews of accountants, positive reports on clubhouse staff and procedures, possible NYE fireworks, Hammocks insurance policies, aesthetics, and effect of recorded amendment to Hammocks governing documents.	1.00

-124R -100

12/08/2022	Attended zoom video conference with new property management team representative Melissa Bustamante of First Service Residential ("FSR") introducing her to the advisory committee members I. Ardisson, D. Kearns, P. Cabrera, A. Danton, M. Real, and J. Staton, also present Judge Gersten, S. Katz, M. Kaufman, M. Damian and E. Makaron to address concerns of the owners and status of outstanding property management issues.	1.00
12/11/2022	Attended Hammocks Receivership Meeting #10 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, and S. Katz regarding updates on funnelling of information to reduce attorney involvement, outstanding lawsuits filed by and against the Hammocks, workflows for owner issues such as architectural, accounting, and estoppels, this week's goal of hiring landscaper and security, analysis of purportedly valid recorded amendment, and steps for scheduling a fair and transparent election.	1.00
12/11/2022	Attended Hammocks Receivership Meeting #11 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz and Advisory Committee Members P. Cabrera, D. Kearns, A. Danton, M. Real, and J. Staton to obtain updates from each committee member, lawyers reports, and Judge Gersten status on the receivership and next steps.	1.20
12/13/2022	Attend to review with advisory committee of a list of employees proposed by Receiver to ensure no connection to prior board or other objections.	0.30
12/14/2022	Telephone conference with Judge Gersten, M. Damian, and M. Kaufman regarding report from the property manager that advisory committee member A. Danton had visited the clubhouse and made requests not previously authorized by the receiver.	0.40

Total hours : 22.40
x \$500.00 per hour= \$ 11,200.00 due
For Nov. 17 thru Dec. 14, 2022

- 100
Approved \$11,100.00
(Signature)

-10%

SBK Legal

Steven B. Katz, Esq.
4450 NW 126th Ave., Ste. 101
Coral Springs, FL 33065
(954) 726-0805
www.sbk.legal

\$ 22,457.50
+ COSTS

Advisory Board of the Hammocks
9020 Hammocks Blvd Miami FL
Miami, FL 33196
USA

Date: 12/15/2022
File Number: 1450/000
Invoice Number: Draft

Re: Advisory Board of the Hammocks

STATEMENT OF ACCOUNT	
Current Fees	24,830.00
Current Expenses	8,643.55
Amount Due and Owing to Date	\$33,473.55

Fees

Date	Description of Service	Hours	Amount
11/18/2022	Draft Notice of Receiver. Forward to receiver group with commentary and a copy of the statute.	0.40	110.00
11/18/2022	Initial conference call with receiver team.	1.70	467.50
11/19/2022	On-site management of the Hammocks (Ann)	6.00	450.00
11/19/2022	Conference with the receiver group via email re: onsite issues and suggestion of vendors.	0.10	27.50
11/19/2022	Zoom call (#2) with the receiver group and the advisory board re: introduction to other team members.	1.30	357.50
11/19/2022	Continuation of Zoom call (#2) with the receiver group after the advisory board meeting re: roll out of initial plan.	0.80	220.00
11/20/2022	Reached out to Ken Vasquez of Popular Bank to lock down the account and transfer signing authority to the receiver.	0.10	27.50
11/20/2022	Conference with receiver group via email re: planning for the upcoming election.	0.10	27.50
11/20/2022	Zoom meeting (#3) with the receiver group re: introduction to receiver's counsel, Discussed delegation of duties and created a list of urgencies.	1.40	385.00
11/20/2022	On-site management. (Ann)	6.00	450.00
11/21/2022	Telephone call with Carlos Garcia, real estate agent for a prospective buyer within Hammocks; wants to know procedure for obtaining approval for the purchase in light of the appointment of a Receiver; review Contract; email to Garcia requesting application and advising that Property Manager should be in place by next week.	0.10	27.50
11/21/2022	Conferences with Jesmany and Michael re: process of selecting vendors for receiver approval.	0.30	82.50
11/21/2022	Attend zoom meeting #4 re: status update and Air Table training	0.90	247.50
11/21/2022	Conference with receiver group re: reinstating trash pick up for the Hammocks.	0.10	27.50
11/21/2022	On-site management (Ann)	6.00	450.00
11/21/2022	On-Site management (Cindy)	6.00	450.00

-87.50

11/22/2022	Research suitable replacement vendors. Telephone conferences to confirm their interest and ability to work on a property as large as the Hammocks.	2.30	632.50	2.30 -1.0HR (275)
11/22/2022	Attend Zoom hearing (#5) with the advisory board, counsel and receiver.	0.90	247.50	
11/22/2022	On-site management (Ann)	6.00	450.00	
11/22/2022	Onsite Management (Cindy)	6.00	450.00	
11/23/2022	Additional calls with potential vendors. Conferences with Michael and Jesmany re: initial results of contractor calls.	1.80	357.50	1.80 -1.0HR (275)
11/23/2022	Conferences with Cindy and Judge Gersten re: utilizing maintenance workers on the property.	0.10	27.50	
11/23/2022	Receive and review additional emails from Carlos Garcia; review Declaration for Master Association and Declaration for Royal Palm Place; neither Declaration provides the Associations with the ability to approve a new owner; email to Carlos Garcia.	0.40	110.00	
11/23/2022	Zoom call (#6) with receiver group re: voluntary dismissals of prior lawsuits filed by the Hammocks and a status update from each attorney.	0.90	247.50	
11/23/2022	On site management. (Ann)	6.00	450.00	
11/23/2022	On-site management (Cindy)	6.00	450.00	
11/24/2022	Conference with Stephanie Parker of FSR re: management of the Hammocks.	0.10	27.50	
11/25/2022	Conferences with Ann McDermott and receiver group re: vandalism to Ann's car and the surrounding community property.	0.20	55.00	
11/25/2022	Conferences with Ann and the receiver group re: restoration of waste removal.	0.20	55.00	
11/25/2022	Conference with First Service re: ability to take on the Hammocks.	0.60	165.00	
11/25/2022	Conference with receiver group re: processing of estoppels and the finalization of the notice of receivership.	0.10	27.50	
11/25/2022	On-site management (Ann)	6.00	450.00	
11/26/2022	Draft form of estoppel for the Hammocks	0.20	55.00	
11/26/2022	Secondary conference with FSR re: preparation of proposal and thoughts on how to properly staff the property.	0.40	110.00	
11/26/2022	Conference with receiver group and Ann McDermott re: the remediation of graffiti. Draft vendor notes and forward to Jesmany for comment and review.	0.70	192.50	0.70 -2 (55)
11/26/2022	Conference with receiver group re: prospective resolutions of graffiti and trash issues.	0.10	27.50	
11/26/2022	Onsite management (Cindy)	6.00	450.00	
11/26/2022	On-site management (Ann)	6.00	450.00	
11/27/2022	Answered further questions about the property for FSR.	0.20	55.00	
11/27/2022	On-site management (Ann)	6.00	450.00	
11/27/2022	Zoom call (#7) with the receiver group re: Hotline, website and responding to estoppel requests.	1.80	495.00	
11/28/2022	Conferences with receiver group re: issuance of estoppels in light of a lack of ledgers.	0.30	82.50	
11/28/2022	Conferences with various vendors to see who could handle the notice of receiver mailing. Reported back to receiver group via email.	1.70	467.50	1.70 -4 (110)
11/28/2022	Attend Zoom call #8 with receiver and advisory board.re: homeowner feedback and landscaping.	1.50	412.50	
11/28/2022	Conference with receiver group re: collection action against Mary Ann Gleason. Reviewed docket. Conference with opposing counsel re: same.	0.20	55.00	
11/28/2022	Draft and issue estoppel certificate for 10450 SW 157th Court, #108.		250.00	
11/28/2022	On-site management (Ann)	6.00	450.00	
11/28/2022	Telephone conferences with real estate agent and closing agent re: issuance of an estoppel for 10450 SW 157th Court, #204. Draft estoppel letter.		250.00	
11/28/2022	On-site management (Cindy)	6.00	450.00	

11/29/2022	Attend Zoom meeting on Air table with receiver group.	1.00	275.00
11/29/2022	Telephone conference with Jesmany, Melanie and Russell re: vendor selections	0.20	55.00
11/29/2022	Telephone conferences with Jesmany re: vendor selections and revisions to the receiver notice and estoppel request.	1.40	385.00
11/29/2022	Worked with closing group and issued an estoppel for 10520 SW 158th Court #101.	1.40	250.00
11/29/2022	Conference with receiver group re: Receiver notice mailing.	0.10	27.50
11/29/2022	On-site management. (Ann)	6.00	450.00
11/29/2022	On-site management. (Cindy)	6.00	450.00
11/29/2022	Conferences with closing agent re: issuance of an estoppel. Drafted estoppel and emailed same to closing agent -- 14871 SW 104th Street, Unit 7-202 (N/C -- Paid \$250 by title agent)	0.10	0.00
11/30/2022	Conference with receiver group re: impending ACH withdrawals in an amount contrary to Judge Butchko's order.	0.10	27.50
11/30/2022	Drafted email to a realtor who stopped in to the clubhouse re: the assessment rate returning to \$42.67.	0.10	27.50
11/30/2022	On-site management (Ann)	6.00	450.00
11/30/2022	On-site management. (Cindy)	6.00	450.00
12/01/2022	On-site management (Ann)	6.00	450.00
12/01/2022	On-site management (Cindy)	6.00	450.00
12/02/2022	On-site management. (Ann)	6.00	450.00
12/02/2022	Production of Receiver Notice Mailing (Ann)	3.30	247.50
12/02/2022	Draft estoppel for 14972 SW 104th St, #110.	1.40	250.00
12/02/2022	Draft estoppel for 9501 SW 148th Place.	1.40	250.00
12/02/2022	Prepare and transmit estoppel for 10450 SW 157th Court, #204 (\$250 N/C -- collected from title company)	0.10	0.00
12/02/2022	On-site management (Cindy).	6.00	450.00
12/02/2022	Produce receiver notice mailing. (Cindy)	3.30	247.50
12/03/2022	On-site management. (Cindy)	6.00	450.00
12/03/2022	Production of Receiver Notice Mailing. (Cindy)	2.70	202.50
12/03/2022	Attend zoom meeting with the receivership group. (#9)	1.00	275.00
12/04/2022	Reviewed ledgers for discrepancies and reported to Judge Gersten via email.	0.30	82.50
12/04/2022	Telephone conferences with Cindy re: resolution of unit-owner issues arising at the clubhouse.	0.80	220.00
12/04/2022	Draft Estoppel Certificate for 15934 SW 112 Terrace	1.40	250.00
12/04/2022	Draft Estoppel Certificate for 11252 SW 159th Place	1.40	250.00
12/04/2022	Draft Estoppel Letter for 15975 SW 109th Street.	1.40	250.00
12/04/2022	Draft Estoppel Certificate for 10130 SW 154th Circle Court, #109-9	1.40	250.00
12/04/2022	Draft Estoppel Certificate for 10450 SW 157th Court, #106	1.40	250.00
12/04/2022	Draft Estoppel Certificate for 10441 SW 156th Court, #413	1.40	250.00
12/04/2022	On-site management (Cindy)	6.00	450.00
12/05/2022	Telephone conference with Alyson Thiele of FSR re: FSR startup at the clubhouse. Conference with Cindy re: availability for a conference call this morning. Conference with Brightview Landscaping re: submitting a proposal. Conferences with Russell Landy and Ann McDermott re: access to Tops. Reviewed declaration for right to review occupancy applications for tenants. Conference with Cindy reporting that no such right exists for the master.	0.70	192.50
12/05/2022	Draft estoppel for 15070 SW 103 Lane, #2107	1.40	250.00

12/06/2022	Multiple conferences with FSR re: contact information for association employees and resolution of ongoing issues. Provided contact names and phone numbers for (HCA). FSR reached out to ask about how IDS are being issued, at his time there are no procedures in place. FSR reached out to ask about passwords, I forward the message to Russell to confirm that he would share this information with FSR. FSR reached out to ask how payments are processed and I forward the information that I was telling the homeowners, the judge ordered that everyone pay the original amount. Russell reached out to request two estoppel letters. Russell reached out to confirm we had mailbox keys and drop box keys which I was never given. I confirmed with him the keys that are in the box. Pool attendant call to confirm that they were receiving a paycheck for the past 2 weeks. Daniel, Maintenance guy called to ask about keys and what time they will start working. Marc Antonio called to ask about leaving the thank you books in the club house, I forward that information to FSR was given the OK and told Marc Antonio they could drop off the books in the clubhouse Tuesday at 11. Homeowner Erika Campos called to have her property researched and confirmed that attorney Alfaro and Fernandez filed the release of lien on her property.	3.40	255.00	-7.50
12/06/2022	Telephone conferences with Alyson Thiele of FSR re: insertion of FSR into the Hammocks. (HCA)	0.70	192.50	
12/06/2022	Draft estoppel certificate for 14853 SW 104th Street, #24.	- .4	250.00	-110
12/07/2022	Conferences with title companies re: ledger issues as the assessment have raised and lowered this year. Discussed the removal of a fine from a ledger.	0.40	110.00	
12/07/2022	Conference with receiver group re: possible revision to the organizational document to allow for a director from each neighborhood. Reviewed bylaws for process of revision. (HCA)	0.20	55.00	
12/07/2022	Conference with FSR re: Received and reviewed email from Homes Management of Miami requesting payment information. I forward the address to the clubhouse office where the doors are now open and homeowners are allowed to make payments there. I received a phone call from Allan a homeowner who requested the tennis court be unlocked. I forward this information to Janine at FSR and will respond to the homeowner as soon as I have an answer. Reached out to Allan to let him know that an email was sent out to try and get the tennis court open. Called Allan to let him know that we are working to get him access to use Tennis courts at Hammocks Community Association	1.60	120.00	-12
12/07/2022	Conferences with owners, Cindy and receiver group re: opening the Ensenada tennis courts for owner use.	0.30	82.50	-7.50
12/07/2022	Draft estoppel for 11320 SW 160th Avenue.	- .1	250.00	
12/08/2022	Conferences with Cindy and the receiver group re: ability to resolve Marco Antonio's request to use the Black Creek facility on Sunday.	0.10	27.50	
12/11/2022	Attend zoom meeting #10 with the receivership group re: management responsibilities and transferring efforts to management.	1.00	275.00	
12/11/2022	Attend zoom meeting (#11) with the advisory board re: progress and transparency.	1.20	330.00	
12/12/2022	Reviewed files for landscaping proposals. Conference with Erick Thompson re: lack of same.	0.10	27.50	
12/12/2022	Conference with closing agent re: estoppel request and association approval process (10627 SW 148th Court).	0.10	27.50	
12/12/2022	Conferences with closing agent re: issuance of estoppel for 15551 SW 104 Terrace, #829. Prepare and deliver estoppel.	- .4	250.00	-110
12/12/2022	Conferences with closing agent re: upcoming closing. Draft and deliver estoppel and ledger to closing agent. (N/C -- \$250 paid by closing agent)		0.00	
12/12/2022	Conference with closing agent re: estoppel request and association approval process. (11113 SW 148th Place)	0.10	0.00	
12/13/2022	Prepare and deliver estoppel certificate for 15330 SW 106 Terrace, #901. (N/C as title agent providing the estoppel fee)		0.00	
12/13/2022	Prepare and transmit rush estoppel letter for 10525 SW 153 Court, #4. (N/C as title agent paid the fee of \$350)	0.10	0.00	

12/13/2022 Draft estoppel for 15581 SW 104 Terrace #224. (N/C - fee paid by the closing agent.); Conferences with closing agent re: estoppel request.
 12/14/2022 Draft and transmit estoppel for 9701 Hammocks Blvd, #106A.
 12/14/2022 Draft and deliver estoppel certificate for 10420 SW 153 Court, #3. (check received in the amount of \$350 made out to the Hammocks)
Total Fees

0.10	0.00
-04	250.00
	350.00
<u>190.10</u>	<u>\$24,830.00</u>

-110

Expenses

12/02/2022 Invoice for printing, labels and envelopes for receiver mailing (paid by SBK Legal) 5,339.30
 12/06/2022 Notice of Receivership - Postage Cost. 3,304.25
Total Expenses

2372.50
 Approved \$ 22,457.50
\$8,643.55

TOTAL NEW CHARGES

\$33,473.55

TOTAL APPROVED
 \$ 31,101.05
 (Signature)

-1890



INVOICE

Invoice # 53
Date: 12/18/2022
Due On: 01/16/2023

MLG The Morgan Law Group

55 Merrick Way, Suite 404
Coral Gables, FL 33134

\$49,782.49

Idalmen Ramos-Ardisson

BLT22-0001 - Receivership of Hammocks Community Association Incorporated

BLT22-0001 - Counsel to the Advisory Committee of the Hammocks Community Association Incorporated

Services

Date	Attorney	Notes	Quantity	Total
11/17/2022	JJ	Attended continuation of receivership hearing started on October 13, 2022, where Judge Butchko upon the stipulation of the parties entered an order appointing Judge David M. Gersten (Ret.) as receiver of the Hammocks Community Association Incorporated (the "Hammocks") and further ordered William P. McCaughan with the assistance of Detective Emiliano Tamayo to secure the Hammocks' management office, including its files, hard drives, keys, and passwords.	3.00	\$1,500.00
11/17/2022	WM	Attended continuation of receivership hearing appointing Judge David M. Gersten (Ret.) as receiver of the Association (left early upon order of the court to secure Hammocks property).	1.70	\$637.50
11/17/2022	WM	Upon order of Judge Butchko with the assistance of Det. E. Tamayo secured Hammocks management office, vehicles, files, hard drives, keys, and passwords, located paper files under floor boards and in trailer behind clubhouse, unplugged computers to prevent remote tampering, and changed locks on all entrances to clubhouse/management office.	6.80	\$2,550.00
11/17/2022	JJ	Attended Zoom video conference with E. Makaron, Ann McDermott and Cindy Lorenzo to train on AirTable intake of messages for use at the Clubhouse and to manage workflow of homeowners coming to the clubhouse with questions.	0.50	\$250.00
11/18/2022	WM	Attended Hammocks Receivership Meeting #1 via Zoom video conference with the Receiver Judge Gersten, Receiver's attorney Eric Thompson, and advisory committee attorneys Michael	1.70	\$637.50

\$250

\$637.50

Kaufman, Steve Katz, and Jesmany Jomarron to formulate strategy for all the tasks that must be accomplished for the Hammocks (identified urgent and critical issues, assigned unique tasks to each attorney with duty to report directly to the Receiver).

11/18/2022	JJ	Attended Hammocks Receivership Meeting #1 via Zoom video conference with Judge Gersten, Eric Thompson, and advisory committee attorneys Michael Kaufman, Steve Katz, and William McCaughan to formulate strategy for all the tasks that must be accomplished for the Hammocks (identified urgent and critical issues, and assigned unique tasks to each attorney to report directly to the Receiver).	1.70	\$850.00
11/19/2022	WM	Attended Hammocks Receivership Meeting #2 with Advisory Committee via Zoom video conference with Judge Gersten, E. Thompson, M. Kaufman, S. Katz, and J. Jomarron, and advisory committee members Idalmen Ardisson, Donald Kearns, Pete Cabrera, Ana Danton, and Marco Antonio Real (Jaime Staton absent), to introduce the advisory committee to the Receiver, assign tasks, and develop plan for operation of the Hammocks.	1.30	\$487.50
11/19/2022	JJ	Attended Hammocks Receivership Meeting #2 via Zoom video conference with Judge Gersten, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan and advisory committee members Idalmen Ardisson, Donald Kearns, Pete Cabrera, Ana Danton, and Marco Antonio Real (Jaime Staton absent), to introduce the advisory committee to Receiver, assign tasks, and develop plan for operation of the Hammocks.	1.30	\$650.00
11/19/2022	JJ	Attended Zoom video conference for debrief on Hammocks Receivership Meeting #2 with Judge Gersten, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan and to assign additional tasks to team members requiring immediate action.	0.80	\$400.00
11/19/2022	WM	Attended Zoom video conference for debrief on Hammocks Receivership Meeting #2 with Judge Gersten, E. Thompson, M. Kaufman, S. Katz, and J. Jomarron and to assign additional tasks to team members requiring immediate action.	0.80	\$300.00
11/19/2022	JJ	Telephone conference with the Receiver's technology expert Edward Makaron regarding the Hammocks Hotline, call intake process for organization of large volume of calls, script for homeowner calls, feedback tracking, and association compliant website.	0.80	\$400.00
11/19/2022	JJ	Telephone conference with Paul Arcia, former attorney of the Hammocks, to instruct him to provide banking information of the Hammocks directly to Judge Gersten.	0.10	\$50.00
11/19/2022	JJ	Telephone conference with Judge Gersten in preparation for Hammocks Receivership Meeting # 3 with the Advisory Committee including review of Notice of Appointment of Receiver Letter addressed to the Hammocks owners.	0.60 1.3	\$300.00 \$150
11/19/2022	JJ	Prepared first draft of proposed Order Appointing Receiver by Stipulation of the Parties.	1.20	\$600.00

-487.50

-300

-400

11/20/2022	JJ	Attended Hammocks Receivership Meeting #3 via Zoom video conference with Judge Gersten, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan to introduce Receiver's attorney Melanie Damian and to organize specific unique tasks to each team member and formulate a strategy for Hammocks issues concerning bank accounts, security, maintenance, audited financial statements, the budget, property managers and landscapers to be interviewed, employees to be vetted, revisions necessary to Notice of Appointment of Receiver, and configuration of Hammocks Hotline and AirTable.	1.40	\$700.00
11/20/2022	WM	Attended Hammocks Receivership Meeting #3 via Zoom video conference with Judge Gersten, E. Thompson, M. Kaufman, S. Katz, and J. Jomarron to introduce Receiver's attorney Melanie Damian and to organize specific unique tasks to each team member and formulate a strategy for Hammocks issues concerning bank accounts, security, maintenance, audited financial statements, the budget, property managers and landscapers to be interviewed, employees to be vetted, revisions necessary to Notice of Appointment of Receiver, and configuration of Hammocks Hotline and AirTable.	1.40	\$525.00 — 525.00
11/20/2022	JJ	Telephone conference with Judge Gersten and E. Thompson to introduce Edward Makaron and interview, vet, and ensure that E. Makaron had the capacity and would commit to creating on short notice the Hammocks Hotline, handle all homeowner calls and in detailed fashion log all homeowner messages, categorize them by issue, and create a workflow for follow ups including feedback tracking of the homeowners' experience.	0.50	\$250.00
11/20/2022	JJ	Telephone conference with E. Makaron debriefing call with Judge Gersten and E. Thompson and detailing all aspects of the Hammocks Hotline and website assignments to be designed and developed according to Judge Gersten's specific instructions.	0.40	\$200.00
11/20/2022	JJ	Exchanged electronic mail correspondence with Judge Gersten and Receivership Team Members regarding approval of maintenance workers to pick up trash and perform other maintenance tasks.	0.10	\$50.00
11/20/2022	JJ	Telephone conference with E. Makaron testing Hammocks Hotline and AirTable setup in preparation for live use for the homeowner community.	0.80	\$400.00
11/20/2022	JJ	Reviewed and analyzed Hotline AirTable setup to ensure there is a drop down list of all sub division communities, list to assign tasks to team members, and structuring of categories of issues for proper workflow and FAQ design.	0.50	\$250.00 — 250
11/20/2022	JJ	Revised and finalized Order Appointing Receiver by Stipulation of the Parties and conveyed same to Judge Gersten and members of the Receivership Team for review and comment before submission to Judge Butchko for final review, approval, and execution.	2.10	\$1,050.00
11/21/2022	JJ	Exchanged electronic mail correspondence with insurance agents for the Hammocks and Judge Gersten to ensure the Receiver and its firm are covered under all Hammocks insurance policies.	0.10	\$50.00

11/21/2022	JJ	Conducted AirTable training to Receivership Team to ensure they are prepared to log and respond to homeowner inquiries and convey them to Judge Gersten.	0.70	\$350.00
11/21/2022	JJ	Attend to configuration of new AirTable for Hammocks Hotline	0.60	\$300.00 -300
11/21/2022	JJ	Attend to collection of photographs of Advisory Committee members for presentation to the Court.	0.10	\$50.00
11/21/2022	JJ	Attend to status update to Judge Gersten providing access to AirTable, Hammocks Hotline, sharing video of the prior Zoom training on AirTable, and providing additional updates concerning day-to-day operations such as payment of the locksmith that secured the Hammocks management office and addressing maintenance personnel issues.	0.10	\$50.00
11/21/2022	JJ	Attend to multiple communications from advisory committee members providing suggestions for vendors for security, landscaping, accounting, and property management as requested by Judge Gersten.	0.40	\$200.00
11/21/2022	JJ	Revised Notice of Appointment of Receiver to include Hammocks Hotline number and email address, canceling budget meeting, providing State of the Union time and place, and confirming December assessments will be at the prior amount.	0.60	\$300.00
11/21/2022	JJ	Attended Hammocks Receivership Meeting #4 via Zoom video conference with Judge Gersten, E. Thompson, M. Damian, M. Kaufman, and S. Katz providing updates on progress and making additional assignment of matters to be addressed for the Hammocks.	0.90	\$450.00
11/21/2022	WM	At the request of the Receiver, appear at the Hammocks management office to answer any questions residents may have and assure them that the Receiver is working diligently to get the Hammocks back up and running and logged all homeowners inquires on AirTable.	5.90	\$2,212.50
11/21/2022	JJ	Reviewed and analyzed revised version of the Receivership Order.	0.30	\$150.00
11/21/2022	JJ	Electronic mail correspondence to Receiver and team explaining revisions to the Notice of Receivership and making additional suggestions.	0.20	\$100.00
11/21/2022	JJ	Received and reviewed electronic mail correspondence from M. Damian with revised Notice of Appointment of Receiver.	0.10	\$50.00
11/21/2022	JJ	Attend to vendor considerations for recommendations to the Receiver.	0.60	\$300.00
11/22/2022	WM	At the request of the Receiver, appear at the Hammocks management office to answer any questions residents may have and assure them that the Receiver is working diligently to get the Hammocks back up and running.	4.90	\$1,837.50
11/22/2022	WM	Multiple calls with Tomas J. Rementeria, insurance broker at Brown & Brown, requesting the Receiver be placed on the insurance policies.	0.30	\$112.50

11/22/2022	JJ	Attended Hammocks Receivership Meeting #5 via Zoom video conference with Judge Gersten, E. Thompson, M. Damian, M. Kaufman, and S. Katz, and Advisory Committee Members Idalmen Ardisson, Pete Cabrera, Donald Kears, Ana Danton, Marcoantonio Real, and Jaime Staton addressing general questions, maintenance of the community, security concerns, clubhouse security cameras, and Coco Landscaping sightings.	0.90	\$450.00
11/22/2022	JJ	Attend to securing insurance certificates for the Receiver and his law firm, Gordon Rees.	0.30	\$150.00 -150
11/22/2022	JJ	Telephone conference with M. Damian regarding authority to assist Judge Gersten and need for access to the Hammocks website.	0.20	\$100.00
11/22/2022	JJ	Attend to management and configuration of the Hammocks Hotline.	1.50 -1.5	\$750.00 -250
11/23/2022	JJ	Telephone conference with advisory committee members to discuss outstanding issues of the Hammocks in preparation for updates to Judge Gersten.	0.40	\$200.00
11/23/2022	JJ	Interviewed Zamora Lawn Service, as landscaper for the Hammocks, in preparation for recommendation to the Receiver.	0.30	\$150.00
11/23/2022	JJ	Attended Hammocks Receivership Meeting #6 via telephone conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz, and R. Landy regarding full status update on the receivership from each team member, discussion of contracts with attorneys for the advisory committee, preparation for the State of the Union, and discussion on whether security personnel should remain employed by the Receiver.	0.90	\$450.00
11/23/2022	JJ	Telephone conference with S. Katz regarding vendors to recommend to the Receivership.	0.10	\$50.00
11/23/2022	JJ	Telephone conference with M. Damian regarding security personnel and opinion of the advisory committee regarding whether they should remain employed by the Hammocks.	0.10	\$50.00
11/23/2022	JJ	Telephone conference with E. Makaron regarding control of website, email, phone service, and update on Hammocks Hotline and feedback from homeowners.	0.40	\$200.00
11/23/2022	JJ	Telephone conference with R. Landy regarding security personnel.	0.10	\$50.00
11/23/2022	JJ	Telephone conference with M. Ostrowski regarding interview for job of a forensic audit and preparation of audited financial statements for the Hammocks.	0.20	\$100.00 -100
11/25/2022	JJ	Telephone conference with D. Gersten and E. Makaron regarding revisions to website, hotline feedback and stats, and homeowners complaints requiring immediate attention.	0.40	\$200.00
11/25/2022	JJ	Telephone conference with E. Makaron revising the website and addressing urgent homeowner complaints requiring the Receiver's attention.	1.40 -1.4 hr	\$700.00 -200
11/25/2022	JJ	Collection of high resolution pictures of all team members for	0.20	\$100.00 -100

		website and power point presentation at the State of the Union before the Court.		
11/25/2022	JJ	Attend to homeowner complaints about Coco Landscaping still working on the property.	0.20 - 0.1 HR	\$100.00 - 50
11/25/2022	JJ	Reviewed and analyzed all homeowner messages on AirTable to ensure all pressing issues are brought to the attention of the receiver.	0.30	\$150.00 - 150
11/25/2022	JJ	Identified all upcoming real estate closings and prepared summary of messages for the receivership team's review.	0.20	\$100.00
11/25/2022	JJ	Revised Hammocks' New FAQs and shared same with the receivership team.	0.20	\$100.00
11/25/2022	JJ	Prepared team flow chart for use on website and PowerPoint for State of the Union address to the court and the owners.	0.50	\$250.00
11/26/2022	JJ	Prepared first draft of PowerPoint presentation for the State of the Union to the homeowners, which included review and analysis of all outstanding issues with the Hammocks, making a separate category for each concern raised by Judge Butchko during the receivership hearings, and incorporating all of Judge Gersten's proposed plans and solutions.	3.70 - 1.0 HR	\$1,850.00 - 500
11/26/2022	JJ	Attend to preparation of prospective list of vendors for interviews to present to Receiver.	0.30	\$150.00
11/26/2022	JJ	Review and analysis of upcoming real estate closing and estoppel certificate needs to address Receiver and formulate plan to ensure all homeowner closings take place as scheduled.	0.50	\$250.00 - 250
11/26/2022	JJ	Revised proposed FAQ and shared same with the team for additional comments and review.	0.30	\$150.00
11/27/2022	WM	Attended Hammocks Receivership Meeting #7 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz, and J. Jomarron regarding approval of Notice of Appointment of Receiver, upcoming estoppels and real estate closings, new website and Hammocks hotline, discussion of homeowner messages, interview of vendors and property managers, finalizing of FAQs, status of bank accounts, and association insurance.	1.80	\$675.00 - 675
11/27/2022	JJ	Attended Hammocks Receivership Meeting #7 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan regarding approval of Notice of Appointment of Receiver, upcoming estoppels and real estate closings, new website and Hammocks hotline, discussion of homeowner messages, interview of vendors and property managers, finalizing of FAQs, status of bank accounts, and association insurance.	1.80	\$900.00
11/27/2022	JJ	Exchanged electronic mail correspondence with S. Katz regarding revisions to Notice of Appointment of Receiver.	0.10	\$50.00
11/27/2022	JJ	Telephone conference with M. Kaufman regarding debrief of	0.30	\$150.00

		Receivership Meeting #7 and to coordinate efforts for assisting the Receiver with numerous Hammocks Hotline messages from the homeowners.		
11/27/2022	JJ	Multiple telephone conferences with Judge Gersten regarding revisions to leadership chart, PowerPoint for the homeowner State of the Union, and debrief on the numerous tasks assigned during Hammocks Receivership Meeting #7.	0.90	\$450.00
11/27/2022	JJ	Revised Notice of Appointment of Receiver and created Spanish version for the benefit of the Spanish speaking homeowners.	0.40	\$200.00
11/27/2022	JJ	Telephone conference with E. Makaraon regarding Receiver's requested revisions to the website, FAQs, and leadership chart.	0.20	\$100.00
11/27/2022	JJ	Collaborated with E. Makaron on revisions to website, Hammocks Hotline configuration, addressing of urgent homeowner questions, and finalizing leadership chart per Judge Gersten's instructions.	1.80 1.5 hr	\$900.00 -250
11/27/2022	JJ	Revised and finalized version 2 of the State of the Union PowerPoint per Judge Gersten's specifications.	1.50	\$750.00
11/28/2022	JJ	Prepared new engagement letter at the request of Receiver defining scope of representation, reducing fee, and referencing the receivership order.	0.50	\$250.00 -250
11/28/2022	JJ	Telephone conference with judicial assistant to Judge Butchko and M. Kaufman regarding hearing on State of the Union.	0.40	\$50.00 -50
11/28/2022	JJ	Prepared Notice of Hearing for State of the Union via Zoom and filed same.	0.10	\$50.00 -50
11/28/2022	JJ	Electronic mail correspondence to the team informing them that Judge Butchko decided not to go forward live because of a trial and that we are limited to 10 minutes for the State of the Union.	0.10	\$50.00
11/28/2022	JJ	Exchanged electronic mail correspondence with P. Arcia regarding improper filing of Notice of Dismissal and need for an amended version.	0.10	\$50.00
11/28/2022	JJ	Reviewed and analyzed latest version of the PowerPoint prepared by the Receiver.	0.20	\$100.00 -100
11/28/2022	JJ	Attend to securing of official translation of receivership order.	0.30	\$150.00 -100
11/28/2022	JJ	Telephone conference with P. Arcia regarding incorrect voluntary dismissal and outstanding collection lawsuits filed by Hammocks requiring attention.	0.10	\$50.00
11/28/2022	JJ	Reviewed and analyzed electronic mail correspondence received from P. Arcia enclosing details on outstanding Hammocks collection lawsuits.	0.20	\$100.00
11/28/2022	JJ	Revised and finalized Notice of Receivership with Spanish translation.	0.40	\$200.00
11/28/2022	JJ	Revised and finalized FAQs with Spanish translation.	0.40	\$200.00

11/28/2022	WM	At the request of the Receiver, appear at the Hammocks management office to answer any questions residents may have and assure them that the Receiver is working diligently to get the Association back up and running.	4.10	\$1,537.50
11/28/2022	JJ	Attended Hammocks Receivership Meeting #8 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan and Advisory Committee Members Idalmen Ardisson, Pete Cabrera, Donald Kearns, Ana Danton, Marcoantonio Real, and Jaime Staton to obtain the most up to date information concerning homeowner feedback during the receivership including real estate closings, Coco Landscaping, prior Hammocks staff, graffiti, emphasis on homeowner unity, and homeowner town hall.	1.50	\$750.00
11/28/2022	WM	Attended Hammocks Receivership Meeting #8 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz, and J. Jomarron and Advisory Committee Members Idalmen Ardisson, Pete Cabrera, Donald Kearns, Ana Danton, Marcoantonio Real, and Jaime Staton to obtain most up to date information concerning homeowner feedback during the receivership including real estate closings, Coco Landscaping, prior Hammocks staff, graffiti, emphasis on homeowner unity, and homeowner town hall.	1.50	\$562.50
11/29/2022	JJ	Attended hearing on Hammocks State of the Union.	0.90	\$450.00
11/29/2022	JJ	Telephone conference with Receiver Judge D. Gersten regarding status of receivership and numerous, urgent tasks to be completed for the Hammocks on an expedited basis including notice of receiver, updates to the website, updates on homeowner messages, and homeowner unity.	0.70	\$350.00
11/29/2022	JJ	Telephone conference with M. Kaufman regarding addressing of advisory committee requests for a Zoom meeting addressing the homeowners, coordination of efforts to interview and consider vendors for the Hammocks, and attend to homeowner messages regarding responses.	0.40	\$200.00
11/29/2022	JJ	Telephone conference with S. Katz finalizing notice of receiver, finalizing outline of vendors and interview notes for presentation to the Receiver, and approval of estoppel request form to be posted on the new Hammocks website.	0.20	\$100.00
11/29/2022	JJ	Telephone conference with S. Katz, M. Damian, and R. Landy reviewing and analyzing vendor list and formulating plan for contacting vendors and selecting the best vendor for each job at the Association.	0.30	\$150.00
11/29/2022	JJ	Attended Zoom conference with Advisory Committee, their counsel, and E. Makaron to show and explain AirTable to everyone.	0.80	\$400.00
11/29/2022	JJ	Telephone conference with E. Makaron regarding debrief after advisory committee call to ensure view access for all and to formulate plan for quickly responding to homeowner messages.	0.50	\$250.00

~~562.50~~

~~0.21hr~~ - 100

11/29/2022	WM	Multiple calls with T. Renteria, insurance broker at Brown & Brown, following up on request for the Receiver be placed on the D&O policy.	0.40	\$150.00	-150
11/29/2022	WM	At the request of the Receiver, appear at the Hammocks management office to answer any questions residents may have and assure them that the Receiver is working diligently to get the Hammocks back up and running.	4.80	\$1,800.00	
11/29/2022	JJ	Telephone conference with S. Katz reviewing and analyzing all proposed vendors and notes on their interviews for capacity to handle jobs at the Hammocks for the owners.	0.80	\$400.00	
11/29/2022	WM	Attended hearing on Hammocks State of the Union.	0.90	\$337.50	-337.50
11/30/2022	JJ	Attended Ana Danton's zoom meeting addressing about 130 participants on the State of the Union, the necessity for homeowner unity and transparency, updating homeowners on how the Airtable, website, and Hammocks Hotline work, and emphasizing all decisions must be made only by Judge Gersten while he is the receiver of the Hammocks.	0.90	\$450.00	
11/30/2022	WM	At the request of the Receiver, appear at the Hammocks management office to answer any questions residents may have and assure them that the Receiver is working diligently to get the Association back up and running.	4.60	\$1,725.00	
12/01/2022	JJ	Revised English and Spanish versions of the Notice of Appointment of Receiver and shared same with the team.	0.10	\$50.00	
12/01/2022	JJ	Received and reviewed Official Spanish Translation of Order Appointing Receiver and shared same with team.	0.10	\$50.00	
12/01/2022	JJ	Attend to posting revised Notice of Appointment of Receiver and Spanish version of Order Appointing Receiver on the website for the homeowners.	0.20	\$100.00	
12/01/2022	JJ	Telephone conference with Judge Gersten regarding strategy for accomplishing remaining association objectives including securing vendors, debrief on homeowners meeting hosted by advisory committee member Ana Danton, and feedback on owner support.	0.40	\$200.00	
12/01/2022	JJ	Telephone conference with E. Makaron regarding full update on numerous owner calls as detailed in Airtable and to formulate strategy for quick resolution and responses.	0.30	\$150.00	-1 HR -50
12/01/2022	JJ	Telephone conference with advisory committee member M. Real regarding request to post picnic flyer on the Hammocks website.	0.10	\$50.00	
12/01/2022	JJ	Telephone conference with M. Kaufman regarding advisory committee member M. Real's request to use Hammocks clubhouse to host a picnic to write greeting cards to Judge Butchko, Judge Gersten, and Detective Emiliano Tamayo.	0.30	\$150.00	-2 HR -100
12/01/2022	JJ	Telephone conference with R. Landy regarding owner complaint at the Clubhouse due to long line, access to credit card processing system for Hammocks, and access to TOPs system to obtain owner account numbers, which are required to make credit card	0.10	\$50.00	

		payments online.		
12/01/2022	JJ	Telephone conference with A. McDermott regarding access to owner account numbers on TOPs to provide owners with the ability to make credit card payments online for their outstanding assessments.	0.10	\$50.00
12/02/2022	JJ	Reviewed and analyzed messages from Michael Rosenberg, President of Kendall Federation of Homeowners, requesting information on how to contact owners to notify them of a town hall meeting that he indicated the office of the State Attorney Katherine Fernandez Rundle asked him to organize.	0.10	\$50.00
12/02/2022	JJ	Exchanged electronic mail correspondence with the Receivership Team regarding messages from M. Rosenberg, President of Kendall Federation of Homeowners, about a town hall that he indicated Katherine Fernandez Rundle asked him to organize.	0.10	\$50.00
12/02/2022	JJ	Received and reviewed proposed landscaping bid for the Hammocks.	0.10	\$50.00
12/02/2022	JJ	Reviewed and analyzed the prior Hammocks Budget to identify and detail for the homeowners the specific amount due monthly of association assessments per neighborhood and rental community.	0.30	\$150.00
12/02/2022	JJ	Revised FAQs to provide additional information to the homeowners concerning how to make credit card payments and specifying the amounts due for master assessments and neighborhood assessments per neighborhood.	0.30	\$150.00
12/02/2022	JJ	Revised and finalized updated FAQs in both English and Spanish after approval by the Receiver.	0.30	\$150.00
12/02/2022	JJ	Attend to electronic mail correspondence to all owners who made an inquiry about their December 2022 assessments and closed out all those tickets in AirTable while advising owners to call back if they have more questions or need more detail.	0.20	\$100.00
12/02/2022	JJ	Attend to website design decision to ensure the FAQs are updated in a manner that is most useful to the owners.	0.20	\$100.00
12/02/2022	JJ	Prepared proposed FAQ advising the homeowners as to the role of the Advisory Committee.	0.30	\$150.00
12/02/2022	JJ	Revised and finalized communication to all owners with an accounting issue.	0.20	\$100.00
12/02/2022	JJ	Attend to assistance of owners to identify their account number to be able to make credit card payments to the Hammocks.	0.20	\$100.00
12/02/2022	JJ	Telephone conference with E. Makaron regarding urgent owner issues including real estate closings, estoppel requests, additional updates to website, and staff retention through virtual assistant provider.	0.40	\$200.00
12/02/2022	JJ	Prepared proposed agenda for Hammocks Receivership Meeting # 9 and shared same with Receivership Team for comment.	0.20	\$100.00

~~0.10~~ ~~\$50.00~~ -50

~~0.10~~ ~~\$50.00~~ -50

~~0.30~~ ~~\$150.00~~ -50

~~0.40~~ ~~\$200.00~~ -100

12/03/2022	JJ	Attended Hammocks Receivership Meeting #9 for Advisory Committee with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, and S. Katz, and Advisory Committee members I. Ardisson, P. Cabrera, D. Kearns, A. Danton, M. Real, and J. Staton to provide updates on all the tasks completed and tasks to be completed next week including hiring of First Service Residential Property Management, upcoming interviews of accountants, positive reports on clubhouse staff and procedures, possible NYE fireworks, Hammocks insurance policies, aesthetics, and effect of recorded amendment to Hammocks governing documents.	1.00	\$500.00
12/03/2022	JJ	Telephone conference with Judge Gersten to review and finalize agenda in advance of Hammocks Receivership Meeting # 9.	0.20	\$100.00
12/03/2022	JJ	Prepared and shared notes of Hammocks Receivership Meeting # 9 with Advisory Committee.	0.10	\$50.00
12/04/2022	JJ	Attend to updates to the FAQ's on the Hammocks website to clarify payment deadline and replace Hammocks logo with one showing a seal of the Receiver.	0.20	\$100.00
12/04/2022	JJ	Attend to modification of AirTable to track which messages are being logged by a team member at the Clubhouse versus a team member over the phone on the Hammocks Hotline.	0.10	\$50.00
12/05/2022	JJ	Telephone conference with R. Landy regarding outcome of first day on the job for the new property manager First Service Residential.	0.10	\$50.00 50
12/05/2022	WM	At the request of the Receiver, appear at the Hammocks management office to answer any questions residents may have and assure them that the Receiver is working diligently to get the Association back up and running.	4.60	\$1,725.00
12/06/2022	JJ	Telephone conference with D. Gersten and E. Thompson regarding property manager's first day on the job and need for a transfer of the AirTable, Hammocks Hotline responsibility and website to the new property manager to handle owner messages/ tickets.	0.30	\$150.00
12/06/2022	JJ	Electronic mail correspondence to R. Landy, E. Thompson, and Judge Gersten regarding property manager orientation on Hammocks technology to transfer Hotline and website responsibility to FSR.	0.20	\$100.00
12/06/2022	JJ	Telephone conference with R. Landy and A. Weiner from FSR about transition of website and Hammocks Hotline.	0.20	\$100.00
12/06/2022	JJ	Telephone conference with E. Makaron regarding outcome of call with new property manager and to explain how E. Makaron's role will be significantly reduced once FSR takes over the Hammocks Hotline.	0.10	\$50.00
12/07/2022	WM	Call with K. Murena, partner at firm representing Receiver, discussing information requested from T. Renteria, Brown & Brown insurance broker, for renewal of existing insurance policies and for	0.20	\$80.00

		new insurance policies.		
12/07/2022	JJ	Electronic mail correspondence to H. Napoleon following up on list of outstanding lawsuits by and from Hammocks.	0.10	\$50.00
12/07/2022	JJ	Received and reviewed list of outstanding lawsuits by and from Hammocks received from H. Napoleon.	0.20	\$100.00
12/07/2022	JJ	Received and reviewed electronic mail correspondence from R. Castellanos regarding improperly recorded amendment to the Hammocks declaration including his legal analysis and opinion that it was improperly passed.	0.20	\$100.00
12/08/2022	JJ	Reviewed and analyzed comprehensive notes and opinions provided by Reinaldo Castellanos, attorney for Heron at the Hammocks, regarding the amendment Hammocks attempted to adopt.	0.20	\$100.00
12/08/2022	JJ	Electronic mail correspondence to Judge Gersten, M. Damian, R. Landy, E. Thompson, W. McCaughan, M. Kaufman, and S. Katz regarding the notes and opinions provided by R. Castellanos about the amendment Hammocks attempted to adopt.	0.10	\$50.00
12/08/2022	JJ	Attended Zoom video conference with FSR representative Melissa Bustamante introducing her to the advisory committee members I. Ardisson, D. Kearns, P. Cabrera, A. Danton, M. Real, and J. Staton, also present was Judge Gersten, S. Katz, M. Kaufman, M. Damian, and E. Makaron to address concerns of the owners and status of outstanding property management issues.	1.00	\$500.00
12/08/2022	JJ	Telephone conference with Judge Gersten regarding debrief on Zoom conference with Advisory Committee, lawyers, and new property management company, FSR.	0.60	\$300.00
12/08/2022	JJ	Telephone conference with E. Makaron and Andrew Weiner making introduction, providing homeowner feedback on experience at the Clubhouse, and clarifying purpose of the Hammocks Hotline.	0.30	\$150.00
12/08/2022	JJ	Attended Zoom video conference to meet Melissa Bustamante and Alyson Theale of FSR with E. Makaron, to understand FSR processes and workflows, to formulate a strategy to transition existing Hammocks Hotline to FSR for further management, and to provide an orientation on the current Hammocks processes and technology implemented by the Receiver.	0.90	\$450.00
12/08/2022	JJ	Telephone conference with D. Kearns, I. Ardisson, and P. Cabrera in preparation for Zoom video conference introducing them to the new property management company.	0.40	\$200.00
12/08/2022	JJ	Reviewed and analyzed list of open cases provided by H. Napoleon.	0.30	\$150.00
12/09/2022	JJ	Reviewed and analyzed recorded version of Hammocks Declaration provided by R. Castellanos.	0.10	\$50.00
12/09/2022	JJ	Electronic mail correspondence to Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz, and W. McCaughan enclosing recorded version of amendment to Hammocks Declaration.	0.10	\$50.00

12/09/2022	JJ	Prepared Agenda for Advisory Committee meeting and shared a copy with attendees.	0.20	\$100.00	
12/09/2022	JJ	Attended Zoom video conference with A. Weiner and E. Makaron training on AirTable (recording prepared for future training use).	0.50	\$250.00	-250
12/09/2022	JJ	Communicated with Advisory Committee members and attorneys to ensure attendance at upcoming receivership attorney meeting and advisory committee meeting.	0.20	\$100.00	
12/10/2022	JJ	Telephone conference with Judge Gersten in preparation for rescheduled attorney meeting, status of receivership projects, division of additional work among lawyers, and updates on accountants, property manager, landscaper, and security.	0.60	\$300.00	
12/11/2022	JJ	Prepared and finalized Executive Summary of Hammocks Receivership Meeting #9 with Advisory Committee and sent same to receivership team and advisory committee members.	0.60	\$300.00	
12/11/2022	JJ	Retrieved, copied, and circulated AirTable training video with receivership team for use in future training.	0.20	\$100.00	
12/11/2022	JJ	Communication with E. Makaron regarding multiple urgent owner inquiries.	0.20	\$100.00	-100
12/11/2022	JJ	Attended Hammocks Receivership Meeting #10 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, and S. Katz regarding updates on funnelling of information to reduce attorney involvement, outstanding lawsuits filed by and against the Hammocks, workflows for owner issues such as architectural, accounting, and estoppels, this week's goal of hiring landscaper and security, analysis of purportedly valid recorded amendment, and steps for scheduling a fair and transparent election.	1.00	\$500.00	
12/11/2022	JJ	Attended Hammocks Receivership Meeting #11 via Zoom video conference with Judge Gersten, M. Damian, E. Thompson, M. Kaufman, S. Katz and Advisory Committee Members P. Cabrera, D. Kearns, A. Danton, M. Real, and J. Staton to obtain updates from each committee member, lawyers reports, and Judge Gersten status on the receivership and next steps.	1.20	\$600.00	
12/11/2022	JJ	Revised and finalized notes of Advisory Committee Meeting #11 and shared with team.	0.30	\$150.00	
12/11/2022	JJ	Prepared and finalized Executive Summary of Advisory Committee Meeting #11 and shared same with Advisory Committee and receivership team.	0.70	\$350.00	
12/12/2022	JJ	Telephone conference with Judge Gersten regarding upcoming Hammocks Town Hall meeting for the owners to meet Judge Gersten and debrief on Advisory Committee meeting.	0.50	\$250.00	-250
12/12/2022	JJ	Attend to R. Landy's request for information regarding prior lawyers representing the Hammocks including contacting advisory committee members for information and conveying same to R. Landy.	0.30	\$150.00	

12/12/2022	JJ	Exchanged multiple electronic mail correspondence with R. Landy and to A. Danton, I. Ardisson, and R. Landy regarding next steps on architectural control panel and request for copies of Hammocks materials used to approve or reject architectural requests at the Hammocks.	0.20	\$100.00	
12/12/2022	JJ	Telephone conference with R. Landy regarding Architectural Control Panel and response to urgent owner inquiries received through the Hotline.	0.10	\$50.00	
12/12/2022	JJ	Telephone conference with Judge Gersten and E. Thompson regarding upcoming town hall meeting for the owners to meet Judge Gersten, how it will be moderated, and discussion of low cost, high impact things we could do for the owners during the holidays.	0.30	\$150.00	
12/12/2022	JJ	Telephone conference with concerned owner, Villamizar, who demanded an escalation from the Hammocks Hotline to address her architectural request for a new roof in time to avoid insurance lapse and permit expiration.	0.10	\$50.00	
12/12/2022	JJ	Telephone conference with D. Kearns to inquire on his background as a board member at the Hammocks.	0.10	\$50.00	-50
12/12/2022	JJ	Contacted several vendors in an effort to secure a third-party to decorate the Clubhouse for the owners during the holidays.	0.30	\$150.00	-150
12/12/2022	JJ	Prepared proposed invitation to owners to Judge Gersten's moderated Hammocks Town Hall to meet the owners and answer questions.	0.30	\$150.00	
12/12/2022	JJ	Prepared proposed FAQ on Hammocks Insurance Policies in English and Spanish for posting on the website and submitted same to M. Damian for approval.	0.50	\$250.00	
12/13/2022	JJ	Per the request of the Receiver, investigate disparaging claims made against Advisory Committee by owners.	0.40	\$200.00	
12/13/2022	JJ	Assisted Receiver in ensuring the Clubhouse was decorated for the holidays.	0.40	\$200.00	-200
12/13/2022	JJ	Revised and finalized invitation to owners for Hammocks Town Hall.	0.30	\$150.00	
12/13/2022	JJ	Circulated invitation to Hammocks Town Hall to Advisory Committee members and counsel.	0.10	\$50.00	
12/13/2022	JJ	Attend to review with Advisory Committee of a list of employees proposed by Receiver to ensure no connection to prior board or other objections.	0.30	\$150.00	
12/13/2022	JJ	Addressed owner complaints about not knowing if the drop boxes work and how to cancel auto-debit.	0.30	\$150.00	-150
12/13/2022	JJ	Attend to posting of invitation to Hammocks Town Hall on the website in English and Spanish.	0.20	\$100.00	
12/13/2022	JJ	Attend to posting of invitation to Hammocks Town Hall on the	0.10	\$50.00	

		News section of the Hammocks website and FAQ on Hammocks insurance policies in English and Spanish.		
12/13/2022	JJ	Communicated with Receiver and counsel, and Advisory Committee and counsel, to coordinate Hammocks Receivership Meeting #12 with Advisory Committee and to ensure it occurred before the Hammocks Town Hall.	0.30	\$150.00
12/13/2022	JJ	Telephone conference with R. Landy regarding plan for instructing Architectural Control Panel and review of Hammocks governing documents to determine if Hammocks' amendment to the declaration is valid.	0.20	\$100.00
12/13/2022	JJ	Conference with Judge Gersten in person regarding upcoming Hammocks Town Hall and general update on the status of the receivership.	0.50	\$250.00
12/13/2022	JJ	Telephone conference with Judge Gersten regarding status of receivership and preparation for Hammocks Town Hall.	0.70	\$350.00 -350
12/14/2022	JJ	Telephone conference with D. Kearns regarding owner Jane Johnson claiming her bulk payment was not accepted by the property manager and to address issues concerning his background for the Hammocks Town Hall.	0.10	\$50.00
12/14/2022	JJ	Attend to owner Jane Johnson via telephone and communications with property manager regarding Hammocks policy of accepting bulk payments from owners.	0.30	\$150.00 -150
12/14/2022	JJ	Attend to request from Kendall Federation claiming the office of Kathy Fernandez Rundle wanted to use the Hammocks clubhouse to host a Town Hall.	0.10	\$50.00 -50
12/14/2022	JJ	Attend to owner complaints about drop boxes being labeled as suggestion boxes and to identify all methods of payment to the Hammocks to update the FAQs.	0.10	\$50.00 -50
12/14/2022	JJ	Comprehensive electronic mail correspondence to R. Landy in response to inquiry from Receiver as to four (4) potential employees for the Hammocks.	0.30	\$150.00
12/14/2022	JJ	Telephone conference with Judge Gersten, M. Damian, and M. Kaufman regarding report from the property manager that Advisory Committee member A. Danton visited the clubhouse and made requests not previously authorized by the Receiver concerning Hammocks phone number.	0.40	\$200.00
12/14/2022	JJ	Received and reviewed electronic mail correspondence from M. Kaufman to receivership team confirming conversation with A. Danton and agreement that all further requests will first be approved by the Receiver.	0.10	\$50.00
12/14/2022	JJ	Exchanged electronic mail correspondence with R. Landy enclosing governing documents of the Hammocks.	0.10	\$50.00
12/14/2022	JJ	Reviewed and analyzed all Hammocks governing documents related to the Architectural Control of the community including Declaration, Architectural Control Manual, and Architectural	0.50	\$250.00 -250

Control Application.			
12/14/2022	JJ	Prepared memorandum of law providing legal opinion on Hammocks procedures for Architectural Controls.	0.50 \$250.00 - 250
12/14/2022	JJ	Reviewed and analyzed Florida Statutes, Declaration, Bylaws, and memoranda of law prepared by prior attorney concerning the validity of the Hammocks amendment to prepare legal opinion for Judge Gersten.	0.60 \$300.00
12/14/2022	JJ	Prepared memorandum of law concerning validity of Hammocks amendment and proposed course of action.	0.60 \$300.00
12/15/2022	JJ	Reviewed and analyzed with detailed and comprehensive notes on a spreadsheet all federal and state court dockets (trial and appellate levels) to identify and report to the Receiver on all cases of the Hammocks (135 lawsuits identified and reviewed) to determine the need to make an appearance or substitution of counsel to conserve and protect Hammocks' claims and defenses and investigate the propriety of lawsuits by the Hammocks or former board members against the owners. (NO CHARGE 2.0 hours)	6.20 \$3,100.00
12/15/2022	JJ	Attended Zoom video conference with FSR property management team to train on AirTable for transition of Hammocks Hotline to FSR.	1.00 \$500.00
Services Subtotal			\$60,542.50

Expenses

Date	Notes	Quantity	Rate	Total
12/02/2022	Zoom Pro licensing fee for Receivership meetings	1.00	\$14.99	\$14.99
Expenses Subtotal				\$14.99
Subtotal				\$60,557.49
Total				\$60,557.49

Please make all amounts payable to: MLG The Morgan Law Group

Please pay within 29 days.

70,775

Approved *[Signature]* 49,792.49