

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE:

CASE NO.: CACE 24-005243

HERON POND CONDOMINIUM
ASSOCIATION, INC.

Petitioner.

v.

HERON POND CONDOMINIUM
ASSOCIATION, INC.,

Defendant/Respondent

**RECEIVER, DANIEL J. STERMER'S MOTION FOR APPROVAL OF EMPLOYMENT
OF EISINGER LAW AS SPECIAL COUNSEL TO THE RECEIVER,
EFFECTIVE AS OF APRIL 26, 2024**

Daniel J. Stermer., as Court-appointed Receiver (the "Receiver") for Heron Pond Condominium Association, Inc. (the "Association"), pursuant to the Court's *Order Granting Verified Petition for Appointment of Receiver*, entered on April 26, 2024, respectfully moves for entry of the proposed order attached as **Exhibit "A,"** approving the employment of the law firm of Eisinger Law ("Eisinger Law") as special counsel for the Receiver. In support of this Motion, the Receiver states:

1. On April 16, 2024, the Plaintiffs, Heron Pond Condominium Association, Inc. (collectively, the "Plaintiffs"), commenced this action by the filing of a *Verified Petition For Appointment of a Receiver* against the Association.

2. On April 16, 2024, the Association filed an *Ex Parte Verified Emergency Motion For Appointment of a Receiver Court* seeking the appointment of Daniel J. Stermer as Receiver of

all the assets belonging to the Association, including all tangible assets, real estate, receivables, and financial accounts; and appointing the Receiver as the sole Board member for the Association with full power to act for the Association until this Court relieves the Receiver.”

3. Heron Pond is an “Association” as defined in Chapter 718, Florida Statutes, located within Broward County and is governed by the Declaration of Condominium Establishing Heron Pond Condominium (the “Declaration”), recorded on June 14, 2006 in Official Records Book 42216, Page 910, in the Public Records of Broward County, Florida. The Association is comprised of 304 individual units contained in 19 separate buildings. As of September 12, 2023, six out of the nineteen buildings located within the Association were declared unsafe structures by the City of Pembroke Pines and rendered uninhabitable. An additional 26 units in the remaining buildings have also been rendered uninhabitable.

4. On April 26, 2024, the Court entered an *Order Granting Verified Petition for Appointment of Receiver* (the “Order Appointing Receiver”), thereby appointing Daniel J. Stermer., as Receiver for the Association.

5. Paragraph 24(j) of the Order Appointing Receiver, provides that the Receiver is authorized to employ “legal counsel, upon application and approval by the Court, to furnish legal advice to the Receiver for such purposes as may be necessary during the period of receivership. The Receiver is also empowered to employ accountants, financial advisors and day to day managers, brokers, developers and other professionals, upon application and approval by the Court, to furnish advice and services to the Receiver, all for such purposes as may be reasonable and necessary during the term of the receivership.

6. Paragraph 24(j) provided that upon appointment, the Receiver intends on employing Eisinger Law, as special counsel for the Association to continue collection efforts and other actions of the Association as Eisinger Law was engaged by the Association as its Counsel

prior to the commencement of this matter. The Receiver seeks Court approval to retain the law firm of Eisinger Law as special counsel in this case. Eisinger Law is a leader and trendsetter in the area of condominium law, the representation of condominium associations (both residential and commercial), homeowners' associations, cooperative associations, country clubs, equity clubs, and the representation of real estate developers involved in the creation of such communities. Members of the firm have expertise in all areas of Florida's Condominium Act (Fla. Stat. § 718) and have considerable experience in representing community associations and assessment collection matters. A true and correct copy of the Engagement Letter between the Receiver and Eisinger Law is attached hereto as **Exhibit "B."**

7. Eisinger Law was engaged by the Association for condominium governance related matters on January 30, 2024; they are currently owed \$45,942.32 ("Prior Invoice Amount") based upon work performed for the Association from January 30, 2024 through April 25, 2024. Eisinger Law requests the Court authorize but not direct the Prior Invoice amount to be paid by the Receiver.

8. The Receiver believes that employing Eisinger Law is in the best interests of the estate because Eisinger Law has the experience and resources to efficiently and effectively represent the Receiver in this case. Eisinger Law's services are particularly needed because a majority of the members of the Association are no longer tendering monthly assessment payments to the Association.

9. Eisinger Law's services are provided on an hourly basis with billing rates for its attorneys and paralegals varying depending upon levels of experience. The current billing rates of Eisinger Law's attorneys range from \$350.00 per hour to \$495.00 per hour. Alessandra Stivelman, Esq. and Alejandro Alonso, Esq. are the principal attorneys working on this matter, they are both Board Certified in Condominium and Planned Development Law, and their hourly rates are \$420.00 and \$350.00, respectively for litigation matters, with reduced hourly rates for general

association matters. In addition, the current hourly rates for the legal assistants and paralegals at Eisinger Law is \$175.00 per hour. Eisinger Law typically adjusts its hourly rates annually on January 1st. Eisinger Law has also agreed to waive its standard monetary retainer fee.

10. Compensation shall be pursuant Paragraph 26 of the Order Appointing Receiver. The Receiver will also be billed for disbursements and charges in connection with Eisinger Law representation, including charges for telephone calls, photocopying, messenger services, travel and lodging expenses, expert fees, computer assisted research charges, postage, court reporting and transcripts, and other expenses.

WHEREFORE, Daniel J. Stermer as Receiver, respectfully requests entry of the proposed Order attached as **Exhibit “A”**, (i) approving the employment of the law firm of Eisinger Law as special counsel for the Receiver, effective as of April 26, 2024, (ii) authorizing, but not directing, the payment of the Prior Invoice Amount; and (iii) for such other and additional relief as the Court deems just and proper.

Dated: May 6, 2024

Respectfully submitted,

By: /s/ Daniel J. Stermer
Daniel J. Stermer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 6, 2024, the foregoing was filed using the Florida Court’s E-Filing Portal, which will, in turn, send notice of electronic filing to all electronic service parties.

BERGER SINGERMAN LLP
Proposed Counsel for Receiver
201 East Las Olas Boulevard
Suite 1500
Fort Lauderdale, Florida 33301
Tel. (954) 525-9900
Fax (954) 523-2872

By: /s/ *Brian G. Rich* _____

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EXHIBIT A

Heron Pond Condominium Association, Inc. v. Heron Pond Condominium Association, Inc.
Case No. CACE 24-005243

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE:

CASE NO.: CACE 24-005243

HERON POND CONDOMINIUM
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HERON POND CONDOMINIUM
ASSOCIATION, INC.,

Defendant/Respondent

**ORDER GRANTING RECEIVER, DANIEL J. STERMER'S MOTION FOR
APPROVAL OF EISINGER LAW AS SPECIAL COUNSEL TO THE RECEIVER,
EFFECTIVE AS OF APRIL 26, 2024**

THIS CAUSE came before the Court upon the *Receiver, Daniel J. Stermer's Motion for Approval of Employment of Eisinger Law as Special Counsel to the Receiver, Effective as of April 26, 2024* (the "Motion") filed by the Court-appointed Receiver, Daniel J. Stermer ("Receiver"). The Motion seeks to retain Eisinger Law as special counsel to the Receiver in this case. The Court, having considered the Motion and having reviewed the Court file, and being otherwise fully advised in the premises, it is hereupon,

ORDERED AND ADJUDGED that:

1. The Motion is hereby **GRANTED**.
2. The Receiver is authorized to retain Eisinger Law as special counsel to the Receiver in the captioned case, effective as of April 26, 2024.
3. The Receiver is authorized, but not directed, to pay Eisinger Law the prior invoice

amount due to Eisinger Law in the amount of \$45,942.32 based upon work performed for the Association from January 30, 2024 through April 25, 2024.

4. Compensation paid to Eisinger Law shall be in accordance with the Court's Order Appointing Receiver.

DONE AND ORDERED in Chambers at Broward County, Florida on _____.

Honorable Jack Tuter
Circuit Court Judge

cc: All counsel of record

EXHIBIT B

Heron Pond Condominium Association, Inc. v. Heron Pond Condominium Association, Inc.
Case No. CACE 24-005243



Alessandra Stivelman, Esq.
Partner
astivelman@eisingerlaw.com
Phone: 954.894.8000
Fax: 954.894.8015



Board Certified in Condominium & Planned Development Law

April 26, 2024

VIA E-MAIL: DStermer@DSIConsulting.com

Heron Pond Condominium Association, Inc.
Attn: Daniel J. Stermer, Receiver
500 East Broward Boulevard, Suite 1700
Fort Lauderdale, FL 33394

RE: Retention of Eisinger Law by DSI Consulting/Heron Pond Condominium Association, Inc.

Dear Mr. Stermer:

This letter agreement shall confirm the retention of Eisinger Law (the "Firm") as special counsel to Daniel J. Stermer, as Court-appointed Receiver for Heron Pond Condominium Association, Inc. (the "Association") effective as of April 26, 2024. This retention shall continue until such time as either party hereto elects to cancel this agreement by providing ten (10) days' written notice of such election to the other party.

The Firm shall provide general legal services to the Association in non-litigation matters concerning the day-to-day operation of the Association and other general matters on an hourly fee basis. Provided that we also handle assessment collections for your Association as referenced below, we charge a reduced hourly rate. The Firm's billing rates imposed for this presently range from \$350.00/hour to \$495.00/hour, depending upon the handling attorney (which rates are lower than each respective attorney's normal hourly rate for non-association matters). My discounted hourly rate is \$380.00 per hour. Please note that these rates are only guaranteed through the remainder of this calendar year; our rates are reviewed annually, and periodic adjustments are made.

The Firm will handle litigation and arbitration matters at the Firm's normal hourly rates for attorneys and paralegals within the Firm, which rates are also reviewed annually and periodically adjusted. With respect to fees and charges associated with assessment collection matters, please see the Assessment Collection Attachment hereto.

In addition, an annual fee in the amount of \$75.00 shall be due and payable on the first day of each calendar year during the pendency of our retention. Said fee covers, among other thing, time and effort expended to provide your Association with an annual update to legislative changes affecting the community association industry (whether posted on our website or through direct mail to your Association); our willingness to provide discounted rates for non-litigation matters, as specified above; and for our willingness to provide legal services to your Association, including arbitration and litigation, without requiring your Association to remit retainer monies to us (provided that the Association is in good standing with the payment of our invoices).

A handwritten signature in blue ink, appearing to be "AST", is located in the bottom right corner of the page.

The Association will be billed for services performed, and costs outlaid, on a monthly basis. Fees and costs billed shall become due and payable within thirty (30) days of billing. Unpaid bills shall bear interest at the highest rate permissible under the law, commencing thirty (30) days after due date until paid. In order to minimize the likelihood of errors or misunderstandings, you agree to carefully review each bill promptly and to advise the Firm immediately of any dispute you may have about it. If the Firm has not received written notice that you dispute a bill within thirty days after the date indicated at the top of the bill, you will be deemed to have reviewed the bill and determined that it is completely correct, accurate, fair and incontestable. You will not be entitled to raise a dispute about a bill after the thirty-day deadline merely by disputing the amounts indicated on a subsequent bill as balances from the earlier bill once the time in which to raise a dispute of the earlier bill has expired. In the event that legal action by the Firm is required to collect past-due obligations from the Association, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees (appellate or otherwise) from the non-prevailing party. The exclusive venue for any dispute between us shall lie only in Broward County, Florida.

With specific reference to costs, please be advised that a surcharge in an amount equal to two percent (2%) of each monthly bill shall be charged to the Association for the purpose of reimbursing the Firm for items such as photocopying, long-distance telephone calls, postage and facsimile transmissions. Other costs, such as litigation filing fees, court reporters, transcripts and external messenger service, shall be billed separately to the extent incurred. Billing statements are prepared and processed through our accounting department. If you have questions concerning a statement, please call our Office Administrator at (954) 894-8000.

By counter-execution of this letter agreement, as provided below, the Firm shall also be authorized to apply monies collected from owners and held in our trust account on behalf of the Association towards any outstanding fees and costs due and owing to the Firm.

As our client, you agree that it is not necessary for our Firm to use encrypted e-mails to communicate with you regarding our legal representation. We frequently communicate with our clients by e-mail and we assume that the e-mail address you provide to us will be secure and accessible only by you, and/or your representatives. Please note that any e-mails you may send or receive from any employer-provided device (i.e., a computer and/or cell phone) may permit your employer to monitor and review your e-mail communications.

It is possible that some of our present or future clients will have disputes with you during the time that we are representing you. Therefore, as a condition to our retention, you have agreed that our Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you. We agree, however, that your consent to the representation contained in the preceding sentence shall not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the disadvantage of you.

We may terminate our engagement for any reason at all including, but not limited to, any reason permitted under the Florida Rules of Professional Conduct, your failure to timely pay our bills, misrepresentation of (or failure to disclose) any material facts, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. This letter constitutes reasonable warning that we will withdraw from representing you if you fail to substantially fulfill an obligation to us regarding our services. Other grounds for terminating our representation are set forth in Rule 4-1.16 of the Rules Regulating the Florida Bar, a copy of which we will provide you on request. We may request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings, in which event you agree in advance to our withdrawal.



Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

If the foregoing terms are acceptable to you, please indicate same by affixing your signature below on behalf of the Association and return to us.


In closing, we are genuinely appreciative of your confidence in us and we very much look forward to having you among our clients.

Sincerely,

Alessandra Stivelman
ALESSANDRA STIVELMAN, ESQ.
Partner
For the Firm

AS/jc

Read Accepted and Agreed this 3rd day of May 2024



Daniel J. Stermer, as Court-appointed Receiver
for Heron Pond Condominium Association, Inc.

ASSESSMENT COLLECTION ATTACHMENT

SERVICE PROVIDED	CURRENT COST (2024)	RESPONSIBLE PARTY
Preparation/Mailing of Demand Letter/ Review Association's Statutory Demand Letter and Affidavit	\$325.00	Delinquent Owner
Preparation/Recording of Claim of Lien & Notice of Intent to Foreclose Letter	\$545.00 (plus costs)	Delinquent Owner
Review title and filing of Lien Foreclosure Complaint	\$890.00 (plus costs)	Delinquent Owner
Continued handling of Lien Foreclosure Lawsuit	Hourly, at then applicable paralegal and attorney rates	Delinquent Owner
Estoppel/Payoff Letters	Varies in accordance with applicable Florida Statute	Delinquent Owner/Association
Preparation of Responsive Pleading to Mortgage Foreclosure Lawsuit served upon the Association, including continued monitoring of foreclosure action	\$350.00	Association
Preparation/Mailing of Rent Demand Letter	\$195.00	Delinquent Owner/Tenant

Note: The Firm shall use its best efforts to recoup all collection/foreclosure legal fees and costs from the Delinquent Owner/Party. However, in the event the Firm has not recouped its fees/costs which were incident to the collection process, then the Association shall ultimately be responsible for payment to the Firm for such fees/costs. Also, all fees/costs incurred by the Firm are always the responsibility of the Association to the extent its Engagement Letter is terminated by the Association prior to the time that the Firm has been afforded full opportunity to collect the delinquent assessments, or in the event the Lien Foreclosure Lawsuit results in issuance of a Certificate of Title in favor of the Association.