

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

DAVID M. GERSTEN, as Receiver for NEW  
WORLD CONDOMINIUM APARTMENTS  
CONDOMINIUM ASSOCIATION, INC.,

Petitioner,

v.

VOLRICK WALLACE HIGGS, an individual;  
D.N.Y. HOLDINGS LLC, a Florida limited  
liability company; JOSE A. GERARDUZZI, an  
individual; BARBARA GERARDUZZI, an  
individual; MELBOURNE LAWSON, an  
individual; EDWARD SMALL, an individual;  
FEEL MIAMI BEACH, CORP., a Florida  
corporation; NICOLE BEEPOT, an individual;  
SUIELAL BEEPOT, an individual; NGOZI  
DUPORTE, an individual; MELISSA  
SOUTHWELL ARCHIE, an individual; ANPIX  
LLC, a Florida limited liability company;  
EDMOND JOSEPH, an individual;  
GEORGETTE JOSEPH, an individual; WORLD  
RENT, LLC, a Florida limited liability  
company; ALBERTA JEAN, an individual;  
RUTH HERNANDEZ, an individual; VSTAR  
INVESTMENT CORP, a Florida corporation;  
KAROL POLLARD, an individual; ELO  
REALTY, LLC, a Florida limited liability  
company; ELIYAHU OSHRI, an individual;  
BETTY H SCOTT, an individual; VALERIE  
HUNTER, an individual; JENNIFER  
TOUZALIN, an individual; HERBERT  
TOUZALIN, an individual; LARBOL  
PROPERTY, LLC, a Florida limited liability  
company; ANTONIO MOREL CAPELLAN, an  
individual; ANDREW MARTIN, an individual;  
LOUIS JEAN-BAPTISTE, an individual;  
EIGHT IS ENOUGH LLC, a Florida limited

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liability company; AMOREMIO CORP, a Florida corporation; CARLOS O. LOPEZ, an individual; LILIAM ACOSTA, an individual; RUSOL & COMPANY, INC., a Florida corporation; AUSTIN A. LEWIN, an individual; JAMES SAINTOLIEN, an individual; CHRISLER PREVILON, an individual; EDUARDO A. RAMIREZ, an individual; RUBEN DARIO GALLEGOS, an individual; LERUM R. DARIO, an individual; ERNESTO CHAVARRIA, an individual; STELLA CHAVARRIA, an individual; NEW WORLD PORTFOLIO LLC, a Florida limited liability company; JAMES LEWIS, an individual; FORTY YEAR INVESTMENTS LLC, a Florida limited liability company; CARDINAL ANDREWS, an individual; SELWYN NISBETT, an individual; W YVETTE DUPORTE, an individual; ANGEL SANTANA, an individual; ERICA L. CONNOR, an individual; VALTOM, LLC, a Florida limited liability company; ANTONIO GAYTAN, an individual; COOKIES & CRACKERS CORP., a Florida corporation; GLADYS BERMUDEZ, an individual; WILLIAM MORA FUNDORA, an individual; CARMITA GENOVEVA GALLARDO, an individual; JORGE GASON, an individual; ELITEWAY CAPITAL INVESTMENTS, LLC a Florida limited liability company; YVONNE BARNES, an individual; ERIC B. HERRING, an individual; MARIN ELJAIEK AND LOPEZ PL, as trustee for LAND TRUST NO. 46950, a Florida land trust; ZILPHIA L. ANDERSON, an individual; JAMES SIMPSON, an individual; PERCIVAL SIMPSON, an individual; LUPEANA, CORP., a Florida corporation; CEREJEIRA, LLC, a Florida limited liability company; EMMA J WILLIAMS, an individual; SHORN A. KING, an individual; ILLIANA KING, an individual;

JOSEPHVAL LLC, a Florida limited liability company; UGO IGNORATO, an individual; MAVIS LIN STEWART, an individual; LINDO STEWART, an individual; OSUANGELA, LLC, a Florida limited liability company; WILLIAM NICOLI, an individual; VANDELYN LEGUERRE, an individual; FRANCILIA JEAN PIERRE LOUIS, an individual; JEAN YVON GERMAN, an individual; GUSTAVO C. GONZALEZ, an individual; JACQUELINE MURPHY, an individual; ROBERTO L. CASTRO, an individual; JUDITH GREGORY, an individual; AZAM ALI, an individual; FARINDA ALI, an individual; CORDELL L. BLACK, an individual; ANNETTA M. HENDERSON, an individual; JPMORGAN CHASE BANK, N.A. f/k/a WASHINGTON MUTUAL BANK;AEGIS WHOLESALE CORP., a national financial institution; NEW RESIDENTIAL MORTGAGE LLC, a Delaware limited liability company; U.S. BANK, N.A. a national financial institution; U.S. SECRETARY OF HOUSING AND URBAN DEVELOPMENT, an agency of the United States government; WAIKIKI TRUSTS LTD. d/b/a WAIKIKI PARTNERSHIP OF THE DANIEL AND HELENE LIFTER TRUST FUNDS, a Florida limited partnership; ROCKET MORTGAGE, LLC f/k/a QUICKEN LOANS, LLC, a Michigan limited liability company; PZA GROUP LLC, a Florida limited liability company; COUNTRYWIDE HOME LOANS INC., a New York corporation; BENEFICIAL FLORIDA INC., a Delaware corporation; HOME FINANCING CENTER INC., a Florida corporation; CROSSLAND MORTGAGE CORP., a Utah corporation; BANK OF AMERICA, N.A., a national financial institution; AMERIFIRST HOME LOANS, LLC, a Florida limited liability

company; CITIMORTGAGE INC., a New York corporation; DEUTSCHE BANK TRUST COMPANY, N.A., a national financial institution; NATIONSTAR MORTGAGE LLC, a Delaware limited liability company; and LOAN ACQUISITION TRUST 2017-RPL1, a Delaware statutory trust,

Respondents.

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**NOTICE OF LAWSUIT AND REQUEST FOR WAIVER OF SERVICE OF SUMMONS**

To: ALL DEFENDANTS

**Why are you getting this?**

A lawsuit has been commenced against all of the Defendants list above in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida and has been assigned case number 2023-015785-CA-01. A copy of the Complaint is attached to this notice.

This is not a formal summons or notification from the court, but rather it is a request that you waive formal service of summons by signing and returning the enclosed waiver of service to save the cost of serving you with a judicial summons and an additional copy of the attached Complaint. The cost of service will be avoided if we receive a signed copy of the following waiver within thirty (30) days from your receipt of this Notice and Request. Please return a signed copy of this waiver via email ([newworldreceivership@gmail.com](mailto:newworldreceivership@gmail.com)) or contact us for a pre-paid self-addressed envelope to return the signed waiver via first class mail.

**What happens next?**

If you comply with this request and return the signed waiver, it will be filed with the court and no summons will be served upon you. The action will then proceed as if you had been served on the date the waiver is filed, except that you will not be obligated to answer the Complaint before

sixty (60) days from your receipt of this Notice and Request. If you do not return the signed waiver within the time indicated, we will take appropriate steps to effect formal service in a manner authorized by the Florida Rules of Civil Procedure and will then, to the extent authorized by those Rules, ask the Court to require such Defendants to pay the full costs of such service. In that regard, please read the statement concerning the duty of parties to waive service of the summons, which is set forth at the end of the enclosed Waiver.

#### **Duty to Avoid Unnecessary Costs of Service of Summons**

Florida Rules of Civil Procedure 1.070 requires certain respondents to cooperate in saving unnecessary expenses of serving a summons and complaint. For example, if a respondent located in a foreign country fails to return a signed waiver of service of the summons such respondent may be required to pay the expenses of service, unless the respondent shows good cause for the failure. “Good cause” does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the respondent or the respondent’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 1.140, or any other applicable Florida Rule of Civil Procedure, on the plaintiff and file a copy with the Court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

I affirm that this request is being sent to you on behalf of Petitioner on this 28th day of April, 2023.

Respectfully submitted,

**DAMIAN | VALORI | CULMO**  
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