

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
West Palm Beach Division
www.flsb.uscourts.gov

In re: Case No. 21-15555-BKC-EPK

Palm Beach Resort and Beach Club Chapter 11
Condominium Association, Inc.,

Debtor-in-Possession.

**DEBTOR'S EXPEDITED APPLICATION FOR EMPLOYMENT
OF ALESSANDRA STIVELMAN AND EISINGER LAW AS SPECIAL COUNSEL TO THE
DEBTOR PURSUANT TO 11 U.S.C. § 327(e), EFFECTIVE AS OF THE PETITION DATE**

Expedited Hearing Requested

The Debtor respectfully requests that the Court conduct a hearing on this Application on an expedited basis. The immediate employment of special counsel is essential as the Debtor is a condominium association that requires special counsel to continue advising the Debtor in connection with its duties and responsibilities under applicable Florida condominium association laws.

Debtor-in-Possession, Palm Beach Resort and Beach Club Condominium Association, Inc. (the "Debtor"), requests the entry of an order, effective as of the petition date, June 4, 2021, pursuant to 11 U.S.C. § 327(e), authorizing the employment of Alessandra Stivelman, Esq. ("Stivelman") and the law firm of Eisinger Law (collectively with Stivelman, "Eisinger") to represent the Debtor in the above-captioned case (the "Case"), and respectfully states as follows:

1. On June 4, 2021 (the "Petition Date"), the Debtor filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code.
2. Prior to Petition Date, Eisinger has served as the Debtor's condominium association general counsel, advising the Debtor on its duties and responsibilities as well as assisting the Debtor with respect to the proposed sale of the Association's condominium units (as detailed in the Case Management Summary).

3. The Debtor believes that it is in the best interest of the estate to retain Eisinger as its special counsel in this Case, to continue providing necessary counsel in the normal course of operations. The attorneys at the Eisinger firm are experts in the area of condominium associations and planned development law and their work will be necessary with all matters relating to the Debtor's operations as a condominium association, as well as any matter involving the Debtor's proposed sale of condominium units.

4. The Debtor believes that the attorneys of Eisinger have considerable experience in matters of this character, and believes that Alessandra Stivelman, who will lead the case for Eisinger, is qualified to practice in this Court and is qualified to advise the Debtor on all matters pertaining to association law as well as the sale of the condominium units in this proceeding. Stivelman who will lead the representation is a Florida Bar board certified attorney in Condominium and Planned Development Law, with extensive experience advising condominium associations throughout South Florida.

5. The professional services that Eisinger will render are summarized as follows:

a. To give advice to the Debtor and the Debtor's counsel with respect to all matters relating to the operations of the condominium association;

b. To advise the Debtor and the Debtor's counsel with respect to the sale of all or any portion of the Debtor's ownership interests;

c. To consult and assist Debtor's bankruptcy counsel in connection with the preparation of motions, pleadings, orders, applications, adversary proceedings, and other legal documents necessary in the administration of the case, to the extent such papers deal with the Debtor's operations as a condominium association and/or the proposed sale of the Debtor's ownership interests¹; and

¹ Eisinger will complement (and will not overlap) work performed by Debtor's proposed bankruptcy counsel, Ido Alexander and Leiderman Shelomith Alexander + Somodevilla, PLLC.

d. To perform any other legal services for the Debtor, which may be necessary herein, having to do with the Debtor's operations and the potential sale of its ownership interests.

6. Based on the foregoing services required, it is necessary for the Debtor to employ an attorney to perform such professional services. Eisinger has agreed to perform said services at the following hourly rates: \$150.00 for legal assistants and \$225.00 to \$400.00 for attorneys. The hourly rate of Stivelman is \$350.00. Under applicable provisions of the Bankruptcy Code, and subject to the approval of this Court, the Debtor proposes to pay Eisinger its aforementioned standard hourly rates and reimburse Eisinger for expenses according to Eisinger's customary reimbursement policies, subject to final fee application.

7. The hourly rates discussed above are Eisinger's standard hourly rates charged to all clients. These rates are subject to adjustment, generally on an annual basis to reflect, among things, experience and seniority.

8. Prior to filing this case, the Debtor paid Eisinger as its counsel in the normal course of business. The source of this fees and cost paid was the Debtor.

9. Presently, Eisinger is not holding any retainer amount.

10. As set forth in the Declaration of Proposed Attorney for Stivelman's knowledge, neither Stivelman nor Eisinger represents any interest adverse to the Debtor, its estate, or its creditors. Eisinger is disinterested as required by 11 U.S.C. § 327(a) and the Stivelman Declaration is a verified statement as required under Fed. R. Bank. P. 2014. The Stivelman's Declaration is attached to this Application as **Exhibit "A"**.

11. A true and correct copy of the engagement agreement between the Debtor and Eisinger is attached to this Application as **Exhibit "B"**.

WHEREFORE, the Debtor respectfully requests an order authorizing the retention of Stivelman and Eisinger on a general retainer, pursuant to 11 U.S.C. §§ 327(e) and 330, effective as of the Petition Date, April 4, 2021, and for such other and further relief as the Court deems just and proper.

Dated: 06 / 04 / 2021, 2021.



By: Donald M. Laing, Jr., President
Palm Beach Resort and Beach Club Condominium Association, Inc.

Submitted by:

Dated: June 4, 2021

LEIDERMAN SHELOMITH ALEXANDER
+ SOMODEVILLA, PLLC
Proposed Bankruptcy Counsel for the Debtor
2699 Stirling Road, Suite C401
Ft. Lauderdale, Florida 33312
Telephone: (954) 920-5355
Facsimile: (954) 920-5371

By: _____ /s/
IDO J. ALEXANDER
Florida Bar No. 51892
ija@lsaslaw.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on June 4, 2021 to all parties on the list to receive e-mail notice/service for this case, via the Notice of Electronic Filing (which is incorporated herein by reference).

By: _____ /s/
Ido J. Alexander

EXHIBIT "A"
(Declaration)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
West Palm Beach Division
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In re: Case No. 21-15555-BKC-EPK

Palm Beach Resort and Beach Club Chapter 11
Condominium Association, Inc.,

Debtor-in-Possession.

DECLARATION OF PROPOSED SPECIAL COUNSEL FOR THE DEBTOR

ALESSANDRA STIVELMAN, pursuant to 28 U.S.C. §1746, does state:

1. I am an attorney admitted to practice in the State of Florida and the United States District Court for the Southern District of Florida. I am a Florida Bar Board Certified in Condominium and Planned Development Law.

2. I am a member of Eisinger Law ("Eisinger"), with main offices located at Presidential Circle, 4000 Hollywood Boulevard, Suite 265-S, Hollywood, FL 3302. I am familiar with the matters set forth herein and make this Declaration in support of the Application of Debtor for approval of employment Eisinger as special counsel for the Debtor (the "Application").

3. In support of the Application, I disclose the following: Unless it otherwise states, this Declaration is based upon facts of which I have personal knowledge. In preparing this Declaration, I have reviewed a list of the debtor, Palm Beach Resort and Beach Club Condominium Association, Inc. (the "Debtor") and creditors and parties in interest. I compared this information with the information contained in our law firm's client and adverse party conflict check index system. The facts stated in this Declaration as to the relationship between other lawyers in our law firm and the Debtor, the Debtor's creditors and the United States Trustee, and other persons employed by the Office of the United States Trustee, and those persons and entities who are defined as disinterested persons in 11 U.S.C. § 101(14) are based on the results of my review of our firm's conflict check index system. Specifically,

I have conducted a search of our firm's records and disseminated a request for information to all of the attorneys in our firm regarding connections to the Debtor's creditors. Based upon our search, our firm does not represent any entity in any matter which would constitute a conflict of interest or otherwise impair the disinterestedness of our firm.

4. Our law firm's client and adverse party conflict check index system is comprised of records regularly maintained in the course of business of the firm and it is a regular practice of the firm to make and maintain these records. It reflects entries that are noted in the system at the time the information becomes known by persons whose regular duties include recording and maintaining the information. I regularly use and rely upon the information contained in the system in the performance of my duties with the law firm and in my practice of law.

5. A search of our firm's conflict check index system reveals that our firm does not presently represent any parties with interests adverse to the Debtor's estate unless otherwise expressly provided herein.

6. The professional fees and costs incurred by Eisinger, incurred in the course of its representation of the Debtor, shall be subject in all respects to the application and notice requirements of 11 U.S.C. §§ 330 and 331 and Fed. R. Bankr. P. 2014 and 2016.

7. The hourly rates for the attorneys at Eisinger currently range from \$225.00 to \$400.00. The hourly rate for Alessandra Stivelman, the primary attorney on this case is \$350.00.

8. Prior to filing this case, the Debtor paid Eisinger as its counsel in the normal course of business. The source of this fees and cost paid was the Debtor.

9. Presently, Eisinger is not holding any retainer amount.

10. There is no agreement of any nature, other than the partnership agreement of our firm, as to the sharing of any compensation to be paid to the firm. No promises have been received by Eisinger, nor any partner or associate thereof, as to the compensation in

connection with this case other than in accordance with the provisions of the Bankruptcy Code.

11. No attorney in our firm holds a direct or indirect claim or interest in the Debtor or has a right to acquire such interest.

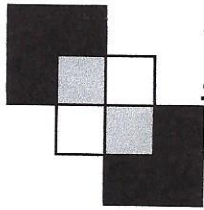
12. Except as set forth herein, no attorney in our firm has had or presently has any connection with the Debtor's creditors on any matter in which the firm is to be engaged.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 4, 2021.

 /s/ Alessandra Stivelman
By: Alessandra Stivelman, Esq.
Partner
Eisinger Law

EXHIBIT "B"
(Engagement Agreement)



EISINGER BROWN

LEWIS | FRANKEL | CHAIET
Attorneys at Law

Also available for consultation at our convenient
Boca Raton, Fort Myers and Gainesville Locations

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4000 Hollywood Boulevard
Suite 265-South
Hollywood, Florida 33021
Tel 954.894.8000
Fax 954.894.8015
www.eisingerlaw.com
astivelman@eisingerlaw.com



Board Certified in Condominium &
Planned Development Law

February 27, 2020

Via Electronic Mail

Palm Beach Resort and Beach Club Condominium Association, Inc
c/o ARC Resorts LLC
ATTN: Board of Directors
7041 Grand National Drive, # 230
Orlando, FL 32819
E-mail: donniedom@aol.com

RE: Retention of Eisinger, Brown, Lewis, Frankel & Chaiet, P.A. by Palm Beach Resort and Beach Club Condominium Association, Inc.

Dear Members of the Board:

This letter agreement shall confirm the retention of Eisinger, Brown, Lewis, Frankel & Chaiet, P.A. (the "Firm") to act as general counsel on behalf of Palm Beach Resort and Beach Club Condominium Association Inc., (the "Association") on the terms and conditions set forth herein. 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. The Firm's billing rates imposed for this presently range from \$260.00/hour to \$400.00/hour, depending upon the handling attorney (which rates are lower than each respective attorney's normal hourly rate). For non-association matters. My hourly rate is \$335.00 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.

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 four percent (4%) 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.

Very truly yours,



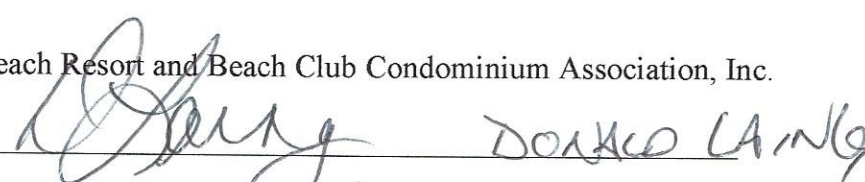
AS:JC

ALESSANDRA STIVELMAN, ESQ.
Partner
For the Firm

Read Accepted and Agreed this 2 day of MARCH 2020

Palm Beach Resort and Beach Club Condominium Association, Inc.

By: _____



Title: _____

PRES. BO OF DIR.