

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 23-24903-CIV-JB/Torres

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

RISHI KAPOOR; *et al.*,

Defendants.

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**ORDER GRANTING IN PART AND DENYING IN PART  
RECEIVER'S MOTION FOR AUTHORIZATION TO EMPLOY  
REAL ESTATE BROKER FOR VILLA VALENCIA CONDOMINIUM UNITS**

**THIS CAUSE** came before the Court upon the Receiver, Bernice C. Lee's Motion for Authorization to Employ Real Estate Broker for Villa Valencia Condominium Units, ECF No. [430]. Upon due consideration of the Motion, being advised that the parties do not object to the relief sought in the Motion, noting that no objection to the Motion was timely filed, being advised that Mironest CG, LLC ("Mironest") (which was granted an extension of time to file an objection) does not object to the relief being granted in part as reflected in this Order, and finding that good cause exists, it is hereby

**ORDERED AND ADJUDGED** that the Receiver's Motion, ECF No. [430] is **GRANTED IN PART AND DENIED IN PART** as follows:

1. The Proposed Engagement<sup>1</sup> is approved with respect to Unit 1201 at 515 Valencia Avenue, Coral Gables, Florida, as described in the Receiver's Motion.
2. The Receiver is authorized to employ Toni Schrager, Lauren Schrager and Brown Harris Stevens, as the brokerage (collectively, "Schrager") to assist with the sale of

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<sup>1</sup> Capitalized terms not defined herein shall have the definitions provided for in the Motion.

Unit 1201.

3. The Receiver is authorized to enter into the Proposed Engagement described in the Motion for Unit 1201 with the option, at the Receiver's sole discretion and without further Court order, to expand the engagement to Unit 1301 in the event the Receiver terminates the listing with the current Unit 1301 Broker.
4. The Receiver shall be entitled to compensate Schrager for commission in accordance with the Proposed Engagement solely and exclusively from a Unit's closing proceeds, which commission shall be payable at closing without further Court order.
5. Upon termination of the Unit 1301 listing with the Unit 1301 Broker by the Receiver, the Unit 1301 Broker will not be entitled to any compensation as Receiver's broker from any sale of the Units, or any claim against the Receivership Companies or the Receivership Estate.
6. Thirty days after the entry of this Order, the Receiver may file a notice of her intention to expand the engagement of Schrager as broker to include Unit 1202. Mironest's deadline to file any objection to the expansion of the engagement to include Unit 1202 will be seven days from the filing of such a notice. Absent timely objection after the Receiver's filing of the notice, the engagement shall be expanded to include Unit 1202 without further Court order.

**DONE AND ORDERED** in Miami, Florida this 22nd day of July, 2025.



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**JACQUELINE BECERRA**  
**UNITED STATES DISTRICT JUDGE**