

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 BERGER SINGERMAN LLP AS
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 Berger Singerman LLP ("Berger Singerman") as 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, 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 24j 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. The Receiver seeks Court approval to retain the law firm of Berger Singerman LLP as its general counsel in this case. Berger Singerman is a Florida business law firm with over 90 attorneys working out of offices in Fort Lauderdale, West Palm Beach, Miami, Tampa, Orlando and Tallahassee. Members of the firm have expertise in all areas of commercial law, including

banking, creditors' rights, business reorganization, bankruptcy, corporate and securities, dispute resolution and litigation, real estate, environmental and land use. Berger Singerman has considerable experience in the area of receiverships and similar matters, as the firm has represented receivers, represented clients seeking to appoint receivers, and has been appointed as a receiver. The terms of Berger Singerman's retention are set forth in the Engagement Letter attached hereto as **Exhibit B**.

7. The Receiver believes that employing Berger Singerman is in the best interests of the estate because Berger Singerman has the experience and resources to efficiently and effectively represent the Receiver in this case.

8. Berger Singerman'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 Berger Singerman's attorneys range from \$415 per hour to \$900 per hour. Brian G. Rich, Esq., Jeffrey Wertman, and Michael J. Niles, Esq. are the principal attorneys working on this matter, and their hourly rates are \$750.00, \$725.00 and \$635.00, respectively. In addition, the current hourly rates for the legal assistants and paralegals at Berger Singerman range from \$325 to \$395 per hour. Berger Singerman typically adjusts its hourly rates annually on January 1st. Berger Singerman has also agreed to waive its standard monetary retainer fee.

9. Compensation shall be pursuant Paragraph 26 of the Order Appointing Receiver. The Receiver will also be billed for disbursements and charges in connection with Berger Singerman's 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 agreed Order attached as **Exhibit A**, approving the employment of the law firm of Berger

Singerman as counsel for the Receiver, effective as of April 26, 2024, and for such other and additional relief as the Court deems just and proper.

Dated: May 3, 2024

Respectfully submitted,

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 3, 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
Brian G. Rich
Florida Bar No. 38229
brich@bergersingerman.com
Jeffrey Wertman
Florida Bar No. 0003093
jwertman@bergersingerman.com
Michael J. Niles
Florida Bar No. 107203
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EXHIBIT A
Proposed Order

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

**AGREED ORDER GRANTING RECEIVER, DANIEL J. STERMER'S MOTION FOR
APPROVAL OF EMPLOYMENT OF BERGER SINGERMAN LLP
AS COUNSEL TO THE RECEIVER EFFECTIVE AS OF APRIL 26, 2024**

THIS CAUSE came before the Court upon the *Receiver, Daniel J. Stermer's Unopposed Motion for Approval of Employment of Berger Singerman LLP as 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 Berger Singerman LLP as general 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 Brian G. Rich, Esq. and Berger Singerman LLP as general counsel to the Receiver in the captioned case, effective as of April 26, 2024.
3. Compensation paid to Berger Singerman LLP 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
Engagement Letter

April 26, 2024

VIA ELECTRONIC MAILDaniel J. Stermer
500 East Broward Boulevard
Suite 1700
Fort Lauderdale, FL 33394
Email: DStermer@DSIConsulting.com

Re: Engagement of Berger Singerman LLP

Dear Mr. Stermer:

We are pleased to confirm your decision to engage our law firm to act as legal counsel for Daniel Stermer (“You”)¹ in connection with your appointment as Receiver in In Re: Heron Pond Condominium Association, Inc. Case No.: CACE 24-005243 (the “Case”) (the “Matter”). We have agreed that our engagement is limited to our performance of services directly related to the Matter.

Because we are not Your general counsel, our acceptance of this engagement does not involve an undertaking to represent You or Your interests in any other matter. We may agree with You to limit or expand the scope of our representation in the Matter from time to time, provided that any such change in scope is confirmed by us in writing (including via email). This letter, including the enclosed Standard Terms of Engagement that are expressly made a part hereof, shall govern this current engagement and Your future engagements of our services in any other matters.

We believe a mutual understanding of the scope, terms and conditions of our representation is fundamental to establishing a good working relationship between our law firm and You. This letter and the enclosed Standard Terms of Engagement describe the terms and conditions on which our firm will provide legal services to You. We do not and will not represent any person or entity other than You in the Matter, regardless of any direct or indirect affiliation with You, unless we expressly agree to do so in writing.

1. **Our Fees for Services.** Our services will be provided on an hourly basis; the billing rates for our attorneys, law clerks and paralegals vary depending upon levels of experience. The current billing rates of our attorneys range from \$415.00 per hour to \$900.00 per hour, as set forth by the Court in the Case. Time spent by any law clerk or paralegal is currently charged at \$325.00-\$395.00 per hour. You will be charged for the time actually and reasonably expended by our attorneys, paraprofessionals and legal assistants at their normal hourly rates. Periodically, our hourly rates are reviewed and may be adjusted to reflect increases in our basic costs, increased

¹ The terms “you” and “your” in this letter refer to the client(s) specifically identified in this letter.

experience of the individuals involved, and for other similar reasons. As explained in the enclosed Standard Terms of Engagement, other factors also may be taken into consideration in determining our fees.

You will also be invoiced for disbursements and charges in connection with our representation, including without limitation charges for telephone calls, copying/printing, courier services, travel and lodging expenses, court reporting, expert fees, costs of investigation, computer-assisted research charges, postage, local counsel charges and other incidental expenses. We may pass along to You certain charges for Your direct payment to the vendor.

Given the nature of Your appointment as Receiver, we understand that Your authority and ability to pay invoices may be subject to the Court's approval in the Case, which may also affect the timing of Your payment(s). We also understand that Your ability to pay invoices is subject to the funds available to You in Your capacity as Receiver, not personally.

2. **Security Retainer.** Notwithstanding that our representation of You in this matter will require a substantial commitment of our resources, we are not presently requesting a retainer. We do reserve the right to do so in the future as a condition of our continued representation.

3. **Consent to Our Representation of Others.** You and we agree and understand that this is not an exclusive agreement. As is the case with any law firm, we may from time to time represent one client whose interests may conflict with those of another client. For example, we may represent You in a matter and, at the same time, we may represent another client adverse to You in a substantially unrelated matter, provided that we reasonably believe that we will be able to provide competent and diligent representation to You and the other client. As part of our engagement, You consent in advance to such concurrent representations (and agree not to seek our disqualification as a result). You should consider obtaining the advice of independent counsel regarding the implications of this consent. By executing this agreement, You consent to our concurrent representations under these conditions.

4. **No Guaranteed Results.** During the course of our representation, we may express opinions or beliefs concerning the Matter, alternative courses of action, outcome of this Matter, or the existence of events or circumstances that may affect anticipated results or impact the ultimate resolution of a dispute. Although we shall endeavor to provide conscientious and diligent services to You, all representations and expressions relative to this Matter do not constitute guarantees due to the uncertainty of all legal matters. The payment of our fees and expenses is not contingent or dependent upon any particular consummation or result.

5. **Standard Terms of Engagement.** Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Engagement, which are incorporated as part of this letter. You should review the enclosed Standard Terms of Engagement carefully before agreeing to engage us.



After You have had an opportunity to review this engagement letter including the enclosed Standard Terms of Engagement, please do not hesitate to call me with any questions or comments You may have. We do not assume any professional responsibilities to You until this engagement letter has been fully executed by You and us, and we have received any requested security retainer.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method; may bear signatures affixed through .pdf or any electronic signature platform complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com), and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and shall be valid and effective for all purposes. If this engagement letter meets with Your approval, please sign in the space provided and return the original executed letter to me:

We look forward to representing You in this Matter.

Sincerely,

BERGER SINGERMAN LLP



Brian G. Rich

BGR/zm

Agreed to, and Accepted by:

DANIEL STERMER, AS RECEIVER FOR HERON POND CONDOMINIUM ASSOCIATION, INC.


Signed:

Printed Name:

Title:

Email Address:

Date:



DANIEL J. STERMER
RECEIVER

dstermer@dsiconsulting.com

4/30/24

Daniel Stermer as Receiver for Heron Pond Condominium Association, Inc.
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BILLING INFORMATION:

Your invoices will be delivered to You electronically to the e-mail address above. However, if You prefer invoices to go to a different billing contact, please complete the following:

Billing Contact: _____
E-mail address of Billing Contact: _____

Please check here if You need an additional copy of Your Invoices to be mailed regular mail. We will mail Your invoices to the address shown above unless You provide us a different billing address below:

Billing Address:



Standard Terms of Engagement

Unless modified in writing by mutual agreement, these standard terms of our engagement as Your lawyers will be an integral part of our agreement with You. Therefore, we ask that You review this document carefully and contact us promptly if You have any questions.

No Representation of Your Affiliates

You have agreed that our representation of You does not give rise to a lawyer-client relationship between our Firm and any of Your affiliates. Accordingly, representation of You will not give rise to any conflict of interest (or cause for our disqualification) in the event other clients of the Firm are adverse to any of Your affiliates.

Client Responsibilities

You agree to pay our invoices for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. We must necessarily rely on the accuracy and completeness of the information You and Your agents provide to us.

Because it is important that we are able to contact You at all times to consult with You, please inform us in writing of any changes in Your mailing address, e-mail address or telephone number, or changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding any of Your businesses. Whenever we need Your instruction or authorization in order to proceed with legal work on Your behalf, we will contact You at the latest business address we have received from You. If You affiliate with, acquire, are acquired by, or merge with another client, please provide us with sufficient notice to permit us to withdraw as Your lawyers if we determine that such affiliation, acquisition, or merger creates an irreconcilable conflict of interest between any of our other clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the Firm to represent the new entity.

No Assignment

Because our relationship with you is personal in nature, our duties to you and your resulting rights or claims shall not be assignable or assigned to another person or entity, and unless we expressly agree otherwise in a writing signed by you and us, no third party shall be considered as a beneficiary of our services to you.

In-House Litigation Support Services

Electronic discovery and the use of technology has become a significant component of adversarial proceedings, and can be quite costly to clients. Although third party vendors offer

technical litigation support, we offer in-house litigation support services that may be more economical to our clients than outside vendors. We welcome the opportunity to share with You information about our in-house litigation support services and staff, including the technologies they use. The pricing for this service is a one-time \$250 charge for database set up and a \$12/GB monthly storage fee for matters whose data equals or exceeds 5GB of storage. Matters whose data is smaller than 5GB will not be charged the monthly storage fee.

Billing Arrangements and Terms of Payment

We will invoice You for services rendered, disbursements and charges posted on our books on a monthly basis, or such other periodic basis as we may determine, and will expect payment within thirty days. In the event You do not object to any invoice we issue within 20 days after issuance, You agree that each invoice is accurate and reasonable and shall be considered an account stated, and You waive any right to object later to the accuracy or reasonableness of our services rendered or the amount due.

Interest will accrue at the rate of one percent per month on invoices outstanding more than thirty days after the Court approval, if Court approval is required for the payment of such invoices. We reserve the right, in our sole discretion, to waive interest on overdue invoices. If You fail to pay any monthly invoices, we may, in our sole discretion, cease to represent You, and may apply the security retainer to Your outstanding invoices.

For Your convenience, You may make security retainer deposits or pay our invoices using any of the following credit cards: Visa, MasterCard, American Express or Discover. In the event You elect to use a credit card, You may access our online payment portal by visiting <https://www.bergersingerman.com/info/client-tools/>. Only You, or your designee, may authorize a charge to your credit card with respect to legal services rendered by the Firm. Such authorization will constitute your agreement to pay the amount charged and the charges are valid and reasonable.

Privileged Communications Exchanged by Electronic Means

You acknowledge that the Firm's attorneys and staff sometimes communicate with You, and Your professionals and agents, by cellular phone, text messaging, videoconferencing and/or electronic mail, and that such communications are capable of being intercepted by others. You and the Firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the Firm if You desire that privileged matters not be discussed through such electronic means. You agree to inform the Firm in advance if You wish to institute a system to encode all e-mail communication between the Firm and You, or Your professionals or agents, or otherwise to limit or prohibit the use of electronic means of communication during the engagement.

Sharing and Executing Documents by Electronic Means

You acknowledge that the Firm's attorneys and staff may sometimes share documents and information with You, and/or Your professionals and agents, by electronic means (including facsimile, electronic mail or cloud-based platforms such as Sharefile), and also may seek your signature on documents by electronic means (e.g. .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com). You consent to the Firm's use of electronic means to share documents and information (and obtain signatures thereon) although such electronic communications are capable of being intercepted by others. You and the Firm expressly disclaim any intention to limit or waive legal protections afforded to their communications by using any electronic means. You agree to inform the Firm in writing if You desire that the Firm not share any documents and information (or obtain any signatures thereon) through electronic means.

Public Relations and Marketing

Often times we refer to our public/non-confidential representations on our website and in public press releases. By executing our engagement letter, You agree that we may use Your name in our materials as a client. We will never publish any matters or details which are confidential in nature.

In-Firm Privilege

From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Normally, when such issues arise, we seek the advice of our firm counsel, who is an expert in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm. A few courts, however, have held that under some circumstances such communications involve a conflict of interest between the client and our firm and that our consultation with firm counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with firm counsel.

We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain expert analysis of our obligations. Accordingly, You agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside counsel, we have Your consent to do so and that our representation of You shall not, thereby, waive any attorney-client privilege that our firm may have to protect the confidentiality of our communications with counsel.

Termination of Engagement

You may terminate our services and representation at any time upon written notice to us. Such termination shall not, however, relieve You of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to



pay for all expenses incurred on Your behalf through the date of termination, all of which will be due and payable immediately upon termination.

We reserve the right to withdraw from our representation in our discretion or as required or permitted by the applicable rules of professional conduct upon written notice to You. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect Your interests in the specified matter, and You agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to accomplish our withdrawal. We will be entitled to be paid immediately for all services rendered, and costs or expenses incurred on Your behalf, through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and You agree not to oppose our request. In the event of nonpayment of fees, we shall have a lien on all of Your documents, property of any kind, or money in our possession, custody or control to secure the payment of all sums due under this agreement, and upon property or funds received by You by settlement, judgment, or otherwise relating to any matter in which we provided counsel to You. In addition, any funds or monies recovered by You in one matter for which we have been engaged by You shall be security for the payment of our fees and costs in any other matter for which we have been engaged by You.

In the event You have engaged us on a contingent fee basis, You agree that Your termination of our services to You is without prejudice to any of our rights in respect of fees due to us based on the outcome of the Matter after our termination.

Unless previously terminated, our representation of You in a specified matter will terminate when we send to You our final invoice for services rendered in the matter.

Following termination of our services, at Your request, Your papers and property will be returned to You upon receipt of payment for outstanding fees and costs. We will retain our own files pertaining to the matter. Our own files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

After the conclusion of our representation in a matter, changes may occur in the applicable laws, regulations, facts or circumstances that could have an impact upon Your rights and liabilities. Unless You separately engage us after the conclusion of the matter to provide additional advice on circumstances or issues arising since our earlier representation ended, the Firm has no continuing obligation to advise You or update You with respect to future legal developments, including changes in applicable laws, regulations, facts, or circumstances.

Frequently we produce and disseminate advisories and newsletters, or post information on our website or through social media, or conduct seminars or other presentations, that may offer timely insights and updates on a variety of issues. Information received through these advisories, newsletters or seminars shall not be considered as or constitute legal advice for any particular matter.

Dispute Resolution Procedures

It is our goal to maintain at all times a constructive and positive relationship with You on the matter described above and on future matters in which we may perform services. However, should a dispute arise between us arising out of or relating to this agreement or any services provided by us to You, in connection with the matter described above or any other matters (including malpractice claims and fee disputes), we believe that a prompt and fair resolution is in the interests of all concerned.

Voluntary Mediation

At the written request of the Firm or You, a dispute may be submitted to mediation prior to the commencement of any adversarial case between us. Either party may request mediation in writing within ten (10) calendar days following the Firm's notice of invocation of these dispute resolution procedures. If served by first class mail, a notice of a request for mediation shall be considered received by the other party three (3) calendar days after mailing. If the other party within five (5) calendar days after notice does not also agree in writing to mediate, either party may then commence any adversarial case without further delay. If the parties agree to mediate, the mediation shall be completed no later than forty-five (45) calendar days following the initial written request for mediation.

In the mediation process, the parties will try to resolve their differences voluntarily with the aid of any impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. However, if the parties cannot agree on a mediator, any party may request that JAMS/Endispute designate a mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.

The mediation will be treated as a settlement discussion. The mediation will be treated as confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

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If either party fails to strictly follow these mediation procedures, the other party shall be entitled to commence any adversarial proceeding without further delay. The parties may agree to submit their dispute to arbitration.

For collection purposes, we may assign Your account(s) to an entity as permitted by Florida law and the Rules Regulating The Florida Bar, and we may represent that entity in pursuing collection of Your account(s).

Our relationship with You, including the validity, construction and enforceability of this engagement letter, shall be governed by the law and professional conduct rules of Florida, without regard to conflicts of laws principles.

BERGER SINGERMAN

PRIVACY POLICY NOTICE

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected Your right to privacy.

In the course of providing our clients with income tax, estate tax and gift tax advice, we receive significant personal financial information from our clients. As a client of **Berger Singerman**, we wanted to confirm with You that all information that we receive from You is held in confidence and is not released to people outside the Firm, except as agreed to by You and as required under an applicable law.

We retain records relating to professional services that we provide so that we are better able to assist You with Your professional needs and, in some cases, to comply with professional guidelines. In order to guard Your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

If You have any questions or would like additional information about our privacy policy, please contact:

Jessica Pavlik
Chief Operating Officer
Berger Singerman LLP
201 East Las Olas Boulevard
Suite 1500
Fort Lauderdale, Florida 33301
954.377.0402
jpavlik@bergersingerman.com



BERGER SINGERMAN TRUST WIRE INSTRUCTIONS

WIRE FRAUD ALERT: Wiring instructions should not be changed without personally speaking to the known, intended, recipient of the wire to confirm the routing and account numbers before sending.

Bank Information:

Bank Name: City National Bank
Bank Address: 25 W Flagler Street
Miami, FL 33401
Bank ABA#: [REDACTED]
Banking SWIFT: [REDACTED]

Beneficiary Information:

Account Name: Berger Singerman LLP Trust Account
Address: 201 East Las Olas Blvd, Ste. 1500
Fort Lauderdale, FL 33301

Account Number: [REDACTED]