

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'S MOTION FOR APPROVAL OF EMPLOYMENT
OF DENNIS D. MELE AND GREENSPOON MARDER LLP.
AS SPECIAL COUNSEL TO THE RECEIVER**

Daniel J. Stermer, not individually, but solely in his capacity 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 Dennis D. Mele and Greenspoon Marder LLP (collectively, "Greenspoon") as special counsel to the Receiver. In support of this Motion, the Receiver states:

1. On April 16, 2024, the Plaintiff, Heron Pond Condominium Association, Inc. (the "Plaintiff"), 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 residential buildings (the “Buildings”) located in the City of Pembroke Pines (the “Property”). 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 (the “City”) 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. On July 3, 2024, the City issued Unsafe Structure Notices to Building 9 and the 16 Units that comprise Building 9 and required all residents of Building 9 to vacate their Units on or before July 15, 2024.

6. On July 23, 2024, the City declared the remaining 12 Buildings comprising the Association unsafe structures and required all residents to vacate their Units by no later than August 29, 2024. As of August 29, 2024, all Buildings comprising the Association will have been tagged as unsafe structures and the Property will be completely shuttered. Details regarding these issues are set forth in the *Receiver’s Third Monthly Report* filed on July 24, 2024, and the

Receiver's Notice of Filing ACG Engineering, Services, Inc. Engineering Report dated July 24, 2024, which are incorporated herein by reference.

7. The Receiver and his team continue to run a dual track process and are working to obtain the necessary information to present to Unit Owners to help make an informed decision as to whether the Association should rehabilitate the Buildings or commence a competitive sale process.

8. Greenspoon will assist the Receiver in working through issues related to the establishment of a competitive sales process. Greenspoon, as a part of their representation of the Receiver, will prepare a detailed analysis and report related to the entitlements available to the Property for future development and construction. Such entitlements include zoning, density, design, use, and occupancy permits that will permit developers and other potential bidders understand what intended uses and development can be constructed on the Property. The Entitlement Report will assist the Receiver in obtaining the highest and best sales price for the Property which will ultimately benefit each of the Unit Owners.

9. Paragraph 24(j) of the *Order Appointing Receiver* provides that the Receiver is authorized 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.

10. The Receiver seeks Court approval to retain Mr. Dennis Mele and Greenspoon as consultants to the Receiver in this case. Mr. Mele is a partner and Chair of the Land Use & Zoning practice group at Greenspoon and is widely recognized for his work in land use, zoning,

environmental and governmental law. As a part of Greenspoon's representation, Greenspoon will provide consulting services to facilitate all of the aforementioned potential tasks and others as reasonably required by the Receiver. A true and correct copy of the Engagement Letter between the Receiver and Greenspoon is attached hereto as **Exhibit "B."**

11. The Receiver believes that employing Greenspoon is in the best interests of the Association and Unit Owners because Greenspoon has the special experience and resources to efficiently and effectively provide the numerated special counsel services to the Receiver in this case and will provide an independent assessment of the developmental entitlements available to the Property.

12. Greenspoon's services are provided on an hourly basis with billing rates for its attorneys and paralegals varying depending upon levels of experience. Mr. Mele is the principal attorneys working on this matter, and his hourly rates is \$775.00. Greenspoon has also agreed to waive its standard monetary retainer fee.

13. Compensation shall be pursuant Paragraph 26 of the Order Appointing Receiver. The Receiver will also be billed for disbursements and charges in connection with Greenspoon'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 Order attached as **Exhibit "A"**, (i) approving the employment of Dennis D. Mele and Greenspoon Marder LLP, as special counsel to the Receiver pursuant terms and provisions of the Engagement Letter, attached hereto as **Exhibit "B"**, and (ii) for such other and additional relief as the Court deems just and proper.

Dated: August 22, 2024

Respectfully submitted,

BERGER SINGERMANN LLP
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
mniles@bergersingerman.com
DRT@bergersingerman.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 22, 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 SINGERMANN LLP
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
mniles@bergersingerman.com
DRT@bergersingerman.com

Exhibit A

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

**ORDER GRANTING RECEIVER'S MOTION FOR APPROVAL OF
EMPLOYMENT OF DENNIS D. MELE AND GREENSPOON MARDER LLP,
AS SPECIAL COUNSEL TO THE RECEIVER**

THIS CAUSE came before the Court for hearing on _____ at _____.,
upon the *Receiver's Motion for Approval of Dennis D. Mele and Greenspoon Marder LLP. As
Special Counsel to the Receiver* (the "Motion") filed by the Court-appointed Receiver, Daniel J.
Stermer ("Receiver"). The Motion seeks to retain Dennis D. Mele and Greenspoon Marder LLP
as special counsel to the Receiver in this case. The Court, having considered the Motion and having
reviewed the Court file, including the *Order Granting Verified Petition For Appointment of
Receiver* (the "Receivership Order"), 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 Dennis D. Mele and Greenspoon Marder LLP
as special counsel to the Receiver in the captioned case.
3. Compensation paid to Greenspoon Marder LLP shall be in accordance with the

Engagement Letter and the Receivership Order. Pursuant to Paragraph 26 of the Receivership Order, the Receiver shall file a statement of account with the Court by the tenth (10th) day of each month for the time and expenses incurred in the preceding calendar month (“Statement of Account”). The Statement of Account shall include each professional’s hourly rate and the time worked by such professional. The Statement of Account will be posted on the Receiver’s website: www.heronpondreceiver.com.

4. As an agent of the Receiver, Dennis D. Mele and Greenspoon Marder LLP., shall be entitled to the judicial immunity protections set forth in Paragraph 29 of the Receivership Order.

DONE AND ORDERED in Chambers at Broward County, Florida on

_____.

Honorable Jack Tuter
Circuit Court Judge

cc: All counsel of record

Exhibit B

August 14, 2024

V IA E-MAIL: dsterner@dsiconsulting.com

DSI

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

RE: Heron Pond Condominium Association, Inc.
Permitting with City of Pembroke Pines

Dear Mr. Stermer,

We, Greenspoon Marder LLP (hereinafter the “Firm” or “we”) are pleased that we have been retained by Heron Pond Condominium Association, Inc. [the Client] in connection with the specific representation of the Client as set forth above. This letter will govern the work to be performed by us with respect to the above matter as well as all other legal work (and related costs) accomplished by the Firm for the Client unless a different fee and cost arrangement for such work is agreed upon in writing by the parties.

This letter and the Firm's Standard Fee Addendum (“Addendum”), attached hereto, describe the basis on which our Firm will provide legal services to the Client and bill for those services.

1. Attorney in Charge: The undersigned attorney of the Firm may or may not be the “Attorney in Charge” of the Client's legal matters. Further, attorneys other than the attorney in charge as well as others under their supervision may be involved in handling your matters. However, always feel free to contact me with any questions or comments you may have with respect to your relationship with the Firm.

2. Fees: Fees will be based upon our standard hourly rates as more fully described in the Addendum. My current hourly rate is \$775. The current hourly rates of Partners are both less and greater than my hourly rate; Associates and Legal Assistants have lower hourly rates. Hourly rates are adjusted annually, generally effective each January 1st.

3. Retainer: It is the Firm's policy to require a retainer before the Firm renders services. The Firm has agreed to waive the retainer.

4. Cost Deposit: We require that Costs be paid in advance by a cost deposit. We will provide you with advance notice of the need for a cost deposit should such a need arise. From time to time, we may ask for additional funds to replenish the cost deposit, or to enlarge it in the event we anticipate large cost expenditures due to the circumstances of the Client's case. The cost deposit will be held in a Trust account for your benefit and shall be refunded to you if not utilized. You agree to replenish the cost deposit upon request. At the time we render our final bill to the Client, we will apply the cost deposit to outstanding costs and then to unpaid fees before billing the Client for the balance due.

5. Additional Responsible Parties: Each of the above-addressees other than the Client ("Additional Responsible Parties") will be jointly and severally liable with the Client to the Firm for all obligations of the Client to the Firm, including the prompt payment of all amounts the Client is obligated to pay the Firm. Each Additional Responsible Party agrees that the terms and scope of the Firm's representation of the Client may be modified by agreement of the Firm and the Client without affecting the Additional Responsible Party's obligations to this Firm as set forth in this paragraph.

6. If Additional Responsible Parties are not clients: Though they may be paying our fees, the Additional Responsible Parties are not clients of this Firm. Our communications with the Additional Responsible Parties are not privileged, and we will not exercise our independent professional judgment on their behalf. We represent only Client and will devote our efforts only to Client's cause. We will not take instructions from the Additional Responsible Parties, unless so directed by the Client in writing, and will not allow them to interfere with our independence as the Client's attorneys.

7. If Additional Responsible Parties are Clients, or if there is more than one Client: All those included in the definition of Client shall be considered joint Clients of the Firm. In that regard, they each must understand that any communication each of them has with Firm attorneys is *not* privileged from the other. Of course, these communications are privileged from third parties, and will not be disclosed except under circumstances permitted by the Rules of Professional Conduct or a court order.

8. Conflicts: Client agrees and understands that the Firm's undertaking of this work for the current owner would not preclude the Firm from representing another buyer who decides to purchase this property with respect to land-use representation.

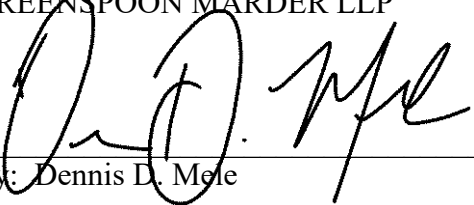
This letter constitutes the "Accompanying Letter" described in the Addendum, and, together with the Addendum, constitutes the arrangement upon which we have agreed to undertake representation of the legal matters described in this letter. Please review the foregoing. If the arrangement described in this letter and the Addendum is not acceptable to you in all respects, please telephone or write to me. If it meets with your approval, kindly sign a copy of this letter and return it to me, together with your check for our retainer and cost deposit, if required by this letter in the enclosed self-addressed envelope, at which time this letter and the Addendum will constitute the arrangement between you and the Firm with respect to the matters set forth herein. We cannot proceed on the Client's behalf until this letter is signed and returned

together with the copy of the Addendum and the requested retainer and cost deposit as set forth above.

Thank you for retaining us and we look forward to working with you.

Sincerely,

GREENSPOON MARDER LLP


By: Dennis D. Mele

APPROVED AND AGREED to this
____ day of _____, 2024.
by the undersigned

Client: Heron Pond Condominium Association, Inc.

By: Daniel J. Stermer, Receiver for
Heron Pond Condominium Association, Inc., a Florida Not For Profit Corporation.

FEI _____

GREENSPOON MARDER LLP STANDARD FEE ADDENDUM

This Addendum sets forth the standard terms and conditions upon which Greenspoon Marder, LLP. (the “**Firm**”) provides legal services to its clients and bills for those services. This Addendum accompanies a letter (the “**Accompanying Letter**”) addressed to a party or parties who has/have agreed to become obligated to the Firm for the payment of all fees charged and costs incurred by the Firm (collectively, the “**Financial Obligations**”). The Accompanying Letter also identifies who will be the Firm’s client or clients (collectively, the “**Client**”), and what will be the nature and scope of the Firm’s representation. This Addendum and the Accompanying Letter comprise the entire agreement between the Client and the Firm with regard to the Financial Obligations and may not be modified or amended by past or future oral statements or by course of conduct, but only pursuant to a writing signed by the Client and the Firm.

1. **Professional Undertaking:** An attorney of the Firm who has signed the Accompanying Letter (the “**Attorney in Charge**”) will have primary responsibility for the representation of the Client, and may, in his or her discretion, utilize the services of other attorneys and legal assistants in the Firm to assist in performing the work. If at any time the Client has any questions concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the Attorney in Charge.

If the Client is an entity, the Firm’s representation of that entity does not by itself make any of that entity’s constituent members (e.g., partners, members or shareholders) clients of the Firm, nor does it signify that the Firm, either directly or indirectly, owes any professional duty to any of those members, notwithstanding that such member may be responsible for payment of the Client’s Financial Obligations to the Firm as an Additional Responsible Party as described in Paragraph 9 below. Consequently, the Firm will not be responsible, and will not be required to withdraw from representing the Client, in the event that representation is, or might become, adverse to the individual interests of any of the Client’s constituent members.

2. **Fees:** The fees charged by the Firm are determined by a process through which we identify and analyze all factors that we consider relevant and necessary to measure the fair and reasonable value of our services. The principal factor is the amount of time spent in the handling of each matter. For that purpose, the Firm has established an hourly billing rate for each of its attorneys and other personnel for whose time the Firm charges. Those rates are based on the respective years of experience, areas of practice and levels of professional attainment of those individuals. The Firm’s rates are also adjusted from time to time. Unless the Firm and the Client agree otherwise, the Firm’s fees will be calculated by multiplying the time spent in performing the work during the period covered by the invoice, by the established hourly rates of the Firm personnel who performed that work.

Clients must understand that because the Firm’s fees are a function of the amount of time spent in the representation, the amount of the fees may not always bear a proportional relationship to the amounts involved in the representation itself since, while important enough to the Client to engage counsel, the amounts involved may turn out to be relatively small in proportion to the amount of time required for the Firm to effectively handle the representation. Conversely, there may also be circumstances where the work performed produces a result, the value of which to the Client far exceeds what was originally anticipated. In that event, and only if the Firm and the Client have previously agreed or agree at that time, the Firm may charge an additional fee in excess of our normal time charges in order to more fairly reflect the true value of the result obtained by the Firm for the Client.

3. **Expenses and Costs:** In order to facilitate the representation, the Firm often finds it necessary or expedient to incur certain expenses on behalf of the Client. The Firm has established rates for many of those expenses. Those rates, which may change from time to time in the Firm’s discretion, may exceed the direct costs of providing such goods and services. Such expenses can include, without limitation, reproduction, computerized legal research, long distance telephone and fax charges, meals during consultations or when the performance of services cannot be interrupted, and non-attorney staff overtime when necessary. The Firm charges those expenses separately from our fees in order to more fairly allocate them to the clients whose matters require their extensive use, instead of the Firm absorbing them and having to increase our hourly rates generally for all clients, including those whose matters can be handled without such extensive use of those services.

From time to time, the Firm may also find it necessary or expedient to advance its own funds and then invoice the Client for reimbursement of various other third party costs, including, without limitation, travel (transportation, meals and lodging), overnight messenger service, title and lien searches, court reporter fees and transcription services, and fees for the filing, recording and certification of documents. If any of the costs are substantial or the Firm otherwise deems it necessary, the Firm may require the Client to pay the vendor’s invoice directly.

4. **Employment of Outside Professionals; Firm Recommendations:** To the extent that outside professionals are needed to assist in the handling of a matter for the Client, the decision on which outside professional to retain shall be made by the Client. Although the Firm may recommend or even select an outside professional that the Firm feels is appropriate for the matter, the Client shall, nevertheless, be obligated to undertake its own investigation as to whether it is satisfied that the outside professional is appropriate for the Client’s purposes. Retention of all such outside professionals shall be on the basis that the outside professional

will look solely to the Client for payment, whether such outside professional is directly retained by the Client or is directly retained by the Firm. Reimbursement of the Firm by the Client for invoices from outside professionals paid by the Firm will be subject to the provisions of Paragraph 8 of this Addendum.

5. **Billings:** The Firm's invoices are generally prepared and mailed during the month following the month in which services that it covers are rendered and the expenses and costs that it covers are reported to the Firm's books. Each invoice is payable in full upon receipt. Failure to question any invoice in writing within twenty (20) days after receiving it will be considered an approval and acceptance of that invoice. In the event the Firm receives a payment from a Client at a time when more than one invoice is outstanding on any one or more matters, the Firm will apply that payment to any such open invoice, unless the payment is accompanied by the remittance copy of the invoice being paid or some other written indication from the Client directing how the payment is to be applied. When in the course of or at the conclusion of the representation the Firm receives money on the Client's behalf, such as a money judgment or settlement or the closing of a transaction, the Firm will be entitled, at its option, to pay the Firm's outstanding invoices from such monies. Similarly, if attorneys' fees are awarded to the Client and are paid by the other party involved, the Client hereby assigns its right to receive those fees to the Firm as payment towards the Financial Obligations owed to the Firm.

6. **Late Payments, Costs of Collection and Partial Invalidity:** Because the Firm has ongoing overhead expenses and cost of funds, a monthly late charge is added for late payments of fees and/or costs. On the first day of each month the balance of any invoice then unpaid for more than one (1) month will be subject to a late charge of one percent (1%) per month, whether or not that charge appears on the Firm's invoices to the Client. That rate may be adjusted from time to time. In the event that it is necessary to institute legal proceedings to collect the Firm's fees and costs, the Firm will also be entitled to a reasonable attorney's fee, paralegal fees and charges and other costs of collection, even if such services and costs are provided by the Firm. Any provision of this Addendum which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality or enforcement of this Addendum shall be of no effect, but all the remaining provisions of this Addendum shall remain in full force and effect.

7. **Security for Financial Obligations:** Florida law provides the Firm with the right to impose a lien upon and retain, as security for payment of the Financial Obligations, all documents, money and other intangibles and materials coming into the Firm's possession (except to the extent that such a lien on funds deposited with the Firm in trust for a specific purpose is prohibited). Additionally, the Firm can acquire a lien, to the extent permitted by law, on all judgments, awards, damages or other assets or the proceeds thereof and/or all other monies which are recoverable or distributable to the Client as a result of any settlement, compromise, or court award then or thereafter obtained or achieved on its behalf in the matter, whether by the Client, by us, or by any other attorneys who may succeed us in the matter. These retaining and charging liens may be asserted by the Firm in such circumstances as the Firm believes to be necessary or appropriate.

8. **Responsibility for Payment:** The Client will be responsible to the Firm for all Financial Obligations arising out of the services rendered by the Firm to the Client. However, when the Firm is engaged to represent entities (whether currently existing or newly created) that are closely held, whose principal assets are leveraged, to be leveraged, are not readily marketable, or the continued existence or value of which depends on the services that the Firm is being engaged to provide, the Firm may seek to avoid any potential credit or payment difficulties by requiring individuals that are involved in the ownership of such entities to assume responsibility, on a joint and several basis, for the Financial Obligations owed by the Client to the Firm (the "**Additional Responsible Parties**"). The Client (and the Additional Responsible Parties, if any) shall be jointly and severally liable for the Financial Obligations of the Client and for all services rendered to any entity affiliated with the Client for which the Firm is asked to provide services. If the Firm is required to testify, produce documents or respond to other requests in connection with proceedings commenced by third parties that relate to the Firm's representation of the Client, the Client (and the Additional Responsible Parties, if any) shall be liable for the reasonable fees and costs incurred by the Firm.

9. **Credit Checks:** The Firm may, at its sole option, conduct a credit investigation, including but not limited to requesting a consumer report or an investigative consumer report (a "**Credit Check**"), on the Client and/or any of the Additional Responsible Parties. By execution and delivery of the Accompanying Letter, the Client and the Additional Responsible Parties, if any, hereby individually and collectively authorize the Firm to undertake such Credit Checks.

10. **Client Expectations:** Unless the Firm has agreed otherwise in a writing signed by the Attorney in Charge, the Client's responsibility for payment of its Financial Obligations will not be contingent or in any way dependent on the outcome of the representation or the results obtained. Since the fees and costs relating to this matter are not predictable, any estimate of fees and costs that may have been discussed represents only an estimate. Unless otherwise agreed by the Firm in writing, the Firm makes no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Although the merits of the Client's position may be emphasized and optimism concerning the likelihood of success may be expressed, the Client understands that legal matters frequently take courses that cannot be anticipated and can have outcomes that cannot be predicted. Accordingly, the Client acknowledges that no guarantees have been given by the Firm and that no statements made by any person on behalf of the Firm may be relied upon by the Client concerning the outcome of any matter.

11. **Title Insurance:** If the transaction for which the Client has retained the Firm requires the issuance of a title insurance policy, the Firm may issue the policy and/or commitment therefor as agent of the title insurance company. If the cost thereof is to be paid by the Client, the title insurance premiums charged by the Firm for the issuance of any such commitment or policy will be based upon the minimum premium rate promulgated by the State of Florida Insurance Commissioner. The Firm is an agent for many title insurance companies and may act as agent for the title company issuing title insurance in the Client's transaction. As is standard with all title insurers in Florida, the Firm will receive a percentage of the premium, as agent for the title insurance Company. Sums received by the Firm for acting as agent for a title insurer are in addition to, and not in lieu of, the Firm's standard fees as described in this Addendum.

12. **Choice of Law, Venue and Forum Selection:** This Addendum and the Accompanying Letter will be governed and construed under Florida law. The Firm, the Client, and the Additional Responsible Parties, if any, do hereby agree and consent that the State and Federal Courts situated in Broward County, Florida, will have exclusive jurisdiction to adjudicate any claim, dispute and/or controversy of any nature arising out of or relating to this Addendum, the Accompanying Letter or the legal services provided pursuant thereto.

13. **Termination:** Every Client has the right to terminate the Firm's representation at any time and for any reason. The Firm has the same right, and under certain circumstances it may be required, to terminate its representation of the Client, upon reasonable notice to the Client. Among the reasons for which the Firm may terminate are: (i) nonpayment or repeated late payment of the Client's Financial Obligations to the Firm after the Client has been notified that the Firm intends to withdraw unless such Financial Obligations are paid timely, (ii) the Client's breach or failure to comply with the terms of the Firm's engagement, including the provisions of the Accompanying Letter or this Addendum, (iii) the Client's failure or refusal to be forthright, cooperative and supportive of the Firm's efforts, (iv) the Client's misrepresentation of, or failure or refusal to disclose facts to the Firm which the Firm deems necessary for, or relevant to, the engagement, (v) the Client's refusal to accept or implement the Firm's advice, (vi) the Client's persistence in pursuing, or having the Firm pursue, an objective which the Firm considers to be criminal, fraudulent, actionable, repugnant or imprudent, (vii) discovery of a conflict with another client of the Firm, and/or (viii) any other reason permitted or required under the Rules of Professional Conduct that govern the legal profession in Florida. Upon termination of the engagement, either by the Firm or by the Client, the Client must sign all papers and documents which the Firm believes necessary to accomplish its withdrawal from the representation.

Regardless of when or by whom the representation is terminated, and until such time as all outstanding Financial Obligations which are owed to the firm (whether billed or unbilled) have been paid in full:

- (i) the Firm reserves the right, to the extent permitted by law, to retain all of our files concerning the Client and to hold all documents, monies, or other property of the Client then in our possession; and
- (ii) the Firm will have a lien, to the extent permitted by law, on all judgments, awards, damages or other assets or the proceeds thereof and/or all other monies which are recoverable or distributable to the Client as a result of any settlement, compromise, or court or arbitration award then or thereafter obtained or achieved on its behalf in the matter whether by Client, by the Firm, or by any other attorneys who may succeed us in the matter.

14. **File Destruction:** At any time following the conclusion or other termination of the Firm's representation of the Client with respect to a particular matter, the Firm shall have the right, but not the obligation, to mail or e-mail notice to the Client, at the Client's last known mailing or e-mail address, as applicable, in the Firm's records, asking the Client to elect whether or not the Client wants the Firm's files (or a designated portion thereof) relating to that particular matter sent to the Client. If, within twenty (20) days of the mailing or e-mailing of that notice to the Client, the Firm has not received written (which includes e-mail) notification that the Client has elected to have those files or designated portion thereof sent to the Client, the Firm shall have the right, but not the obligation, to destroy all or any portion of such files or designated portion thereof and all or any portion of the contents thereof.

15. **Federal Tax Advice:** The United States Treasury Department has issued certain Regulations governing our ability to render written advice on federal tax issues, which includes the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer of property, or the value of property for federal tax purposes. During the course of our representation of you, we may provide you from time to time with written advice regarding federal tax issues. This written advice may include letters, e-mails, or memoranda. Please note that as a result of such Regulations, any written advice provided to you may not be used or relied upon by you for the purpose of (i) avoiding tax-related penalties that may be imposed by the Internal Revenue Service, or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein, unless the author of such advice should specifically provide in writing that it is intended to be a "reliance opinion" or a "covered opinion" as such terms are defined under applicable Treasury Regulations.