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** BOARD CERTIFIED SPECIALIST
IN CONSTRUCTION LAW

June 10, 2024

VIA EMAIL ONLY – julieksong02@gmail.com

Sunset Lakes Homeowners Association, Inc.
c/o Board of Directors
Attn: Julie Song, President
c/o Leland Management, Inc.
6972 Lake Gloria Blvd. Orlando, FL 32809

**RE: Sunset Lakes Homeowners Association, Inc (the "Association")
General Retainer**

Dear Board of Directors:

This letter shall serve as confirmation of the retention of the Firm of Kaye Bender Rembaum, P.L. (the "Firm") by the Association to provide legal services on behalf of your Association. The legal services contemplated herein are for general association, collection and litigation matters. All litigation services will be provided upon written instruction from the Association to the Firm.

General association matters shall be provided on an hourly basis. The range rates for general association matters shall be \$300.00 to \$425.00 per hour for Firm partners; \$225.00 to \$325.00 per hour for associates; and, \$100.00 to \$175.00 per hour for paralegals and paralegal-type services. Range rates for fees and costs may change from time to time and, in such event, you will be so advised by the Firm. Your continued use of the services of the Firm thereafter confirms your understanding and acceptance of any such changes.

In addition, for certain matters, the Firm reserves the right to require an advance deposit retainer for fees and costs, as the Firm deems warranted under the circumstances. In the event the deposit retainer is requested and not timely funded, then the Firm shall not be obligated to undertake that matter and may proceed or not, at its option.

Fees and costs incurred in general association matters are billed on a monthly basis. Invoices submitted to the Association shall be due and payable on or before the thirtieth (30th) day of the month following the date of service. Interest shall accrue on unpaid balances over thirty (30) days at the highest rate allowed under the law, as it may be amended from time to time.


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The Association shall also reimburse the Firm for costs and expenses advanced by the Firm, including, but not limited to, photocopies and digital imaging at the rate of \$.30 per page; postage and recording fees and the like shall be billed at the prevailing rate. Outside vendor fees, such as copy services and couriers shall be billed at the rates incurred. The Firm is required to ensure that it has the most recent version of the Association's Declaration, Article and Bylaws and all amendments thereto (a/k/a the "governing documents") as recorded by the County in which your Community is located. The cost for us to acquire, and the time expended to organize, these documents will be \$250.00 based on a single Community Declaration and will be passed through to you as a "File Setup Fee." A multi-condominium or homeowner phase association may result in a higher fee. Travel time, at the discretion of the Firm, may be billed per hour or per mile at the rate published from time to time by the Internal Revenue Service.

When establishing fees for services which we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skills required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable law firms for similar legal services; the amount of money involved, or at risk, and the results obtained; and, the time constraints imposed by either the client or the circumstances. To effectively utilize technology in the law office, there are on-going costs associated with system research, development, maintenance, and upkeep as well as the time expended in developing the primary source documents. Accordingly, in situations in which a previously-developed work product is used on your behalf as a primary source of a paralegal's, or an attorney's, work product, a value may be applied to the previously-developed work product. This process is known as value billing. Value billing is simply applying a weighted value to the time expended in providing legal services, which allocates a value for the previously-developed work product in order to avoid duplicating prior efforts. The benefit to the client is that less time may be required to expend on your behalf which can translate into lower fees and costs than if we were to needlessly duplicate our entire prior efforts. With this in mind, in some situations as we deem appropriate and beneficial to you, value billing may be utilized.

We have not made, nor do we make, any representations regarding the successful outcome of each matter that may be undertaken by us on your behalf. Of course, we will nevertheless work diligently towards accomplishing your goal(s). As to each matter for which the Association may request our services, you should not assume our acceptance of the matter until you receive written confirmation from us via e-mail or other written form. You agree to pay us the minimum fees set forth herein. Any fees or costs actually obtained from your adversary will be retained by the Firm and credited to any unpaid portion of your total bill charged by this office. You are primarily responsible for timely payment of the total bill.

We reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued, or if you fail to cooperate with us on a timely basis, including but not limited to the payment of invoices due to the Firm. We reserve the right to withdraw as counsel, upon reasonable notice to you, in the event circumstances occur, which in our opinion make it difficult or inappropriate for our Firm to continue to represent you. We are specifically authorized by you to withdraw as your attorneys of record, provided we have taken reasonable steps to avoid foreseeable prejudice to your rights, including giving you due notice; allowing time for employment of other counsel; delivering to you all papers and property to which you are entitled (subject to this Firm's right to assert an attorney's retention and/or charging lien against all such materials as

Additional Office Locations:

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TAMPA, FL 33607
TEL. 813.375.0731 FAX 813.252.3057


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described below); and, compliance with all applicable laws and rules. In the event we exercise this right to withdraw, we shall nevertheless be entitled to the full amount of our fees and costs for services rendered through the date we cease providing services.

The parties hereto acknowledge that in certain instances, the Firm must rely upon the information provided to it by the Association in performing under this Agreement. The Association shall indemnify the Firm and hold it harmless from any liability incurred as a result of any such activity of the Firm, including, but not limited to attorney's fees, costs and/or expenses, including appeals, (as well as in determining or quantifying the amount of recoverable attorneys' fees and costs) due to any action of the Association through the Board of Directors, Management Company or other representatives and/or designees, including but not limited to the failure of the Association to provide accurate information to the Firm as to such matter or matters. The parties agree to indemnify the other, including attorneys' fees, costs, and expense (including appeals, if any) in the event any legal action becomes necessary to enforce the obligation to indemnify and such party is the prevailing party in enforcing such obligation. These indemnification and hold harmless obligations shall survive the natural expiration or earlier termination of this Agreement.

If you should engage us under this representation letter to file any lawsuits or claims on your behalf, or defend same, it is agreed that this Firm as your attorneys, will not settle any claim arising out of this engagement without first having obtained the consent thereto of the Association. Similarly, you agree that you will not settle any claim arising out of this engagement without first providing notice to, and consultation with, us. It is further agreed that from the proceeds of any recovery in such claim, whether by settlement, judgment or otherwise, the Firm may deduct its attorneys' fees and all costs and expenses which remain unpaid at the time of settlement or payment of the judgment amount. It is further agreed that the Firm is authorized to deduct any outstanding fees and costs from any escrow deposits held in trust by the Firm.

Upon commencing work on your behalf, this Firm has the right to retain any and all files, papers and other property coming into our possession in connection with this case until we have been paid all costs and fees due us under this Agreement. This Firm also has what is known as a charging lien, the right in court proceedings to collect from the recovery of all costs and fees due to us under this Agreement. In addition to the retaining lien and the charging lien, it is specifically agreed between this Firm and you that we have a general lien upon the work covered by this Agreement in any judgment, settlement, recovery or proceeds thereof in whatever hands they may come. This lien is against any real estate or tangible personal property or money and other property which may be recovered by or which is the subject matter of the work. We shall not be required to release any lien until all fees and costs have been fully paid. This Firm shall not be liable to you for any loss you may have because of our exercising any lien in order to obtain full payment of fees and costs. If the Firm deems it necessary to do so for the protection of our interests, we may file this Agreement as a part of any court proceeding(s) or record it in the public records.

The Firm expressly disclaims liability for any loss or impairment of funds that have been deposited in the Firm's escrow and/or trust account while those funds are in the course of collection and/or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of the financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to us by you, delivered to us on your behalf, and/or for your benefit.

Should litigation be required to enforce the terms of this Agreement, at the sole option of the Firm, venue shall be in Palm Beach or Broward County. The prevailing party shall be entitled

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to recover reasonable attorney's fees and costs at all trial and appellate levels, as well as in determining and/or quantifying the amount of recoverable attorney's fees and costs. It is expressly understood and agreed that the parties hereto waive the right to a trial by jury of any dispute arising out of this Agreement. This Agreement may be terminated by either party with or without cause upon written notice. Upon termination, the Association shall pay to the Firm the amount of fees and costs outstanding on all matters upon the rendering of an invoice by the Firm, which shall be immediately due and payable.

Our clients, along with their board members and management team receive the added benefits of the Firm's newsletter and other electronic publications that include "Rembaum's Association Roundup, it's the community association news that you can use," (a bi-weekly informative column) and "Legal Morsels", periodic articles of interest in for community association leaders and licensed community association managers.

Should these terms meet with your satisfaction, please indicate by signing a copy of this letter as indicated below and return it to the Firm. Please be sure to complete and return the forms designating your Association's authorized contacts and the Board Member information form.

Please feel welcome to contact me if you have any questions.

Sincerely,

KAYE BENDER REMBAUM, P.L.



Alan Schwartzseid

The foregoing terms of retaining the law firm of Kaye Bender Rembaum, P.L. is acceptable to the undersigned Association.

Sunset Lakes Homeowners Association, Inc.



Julie K. Song (Jun 21, 2024 08:24 EDT)

Julie Song, its President

Email: julieksong02@gmail.com

Cell #: 321-246-1885

Date: 24/06/21

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