



The Simone Law Firm, P.C.

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May 31, 2024

Lauryce Saunders  
Rittenhouse Park Community Association  
67 Rittenhouse Drive  
Willingboro, NJ 08046

*Re: Retainer Agreement*

Dear Ms. Saunders:

Pursuant to our previous telephone conversation, my law firm would like to continue representing your association pertaining to Collection issues, By-Law review and for general representation of the association's legal needs. Listed below are the terms of representation. Please review the engagement terms stated below and call me if you have any questions pertaining to this agreement. Please be advised we have \$700.00 in our attorney trust account from our original representation.

Our goal for the collection matters is to pursue the interest and attorney fees as should be stipulated in your master By-Laws. As a result, although the Association agrees to initially pay for legal collections costs associated with the resident's outstanding balance, the fees for each matter will be paid upon collection of the amount owed.

Please see the attached excel spreadsheet showing the amounts collected, our attorney's fees and the courts costs. The amounts collected from January 2023 through August 2023 is \$105,271.97, the attorney's fees from January 2023 through August 2023 is \$74,795.00 and the costs from January 2023 through August 2023 is \$3,788.35. The amounts collected from September 2023 through April 2024 is \$159,765.75, the attorney's fees from September 2023 through April 2024 is \$149,903.95 and the costs from September 2023 through April 2024 is \$9,016.69. The attorney's fees began to increase in September 2023 due to the lawsuit filed against Rittenhouse, administering the entire election process and all of the new cases that subsequently were opened due to fees not paid.

Listed below are some of the areas of legal representation our office can provide for your association:

- Legal counsel in the application of state and local law and court rulings and administrative decisions impacting on the operation of Community Associations.
- Compliance with applicable Federal laws, such as the Telecommunications Act of 1996, the Fair Housing laws, and the Employment Discrimination Laws, as well as similar state and local statutes and ordinances.
- Interpretation, amendment and enforcement of the governing documents Declaration of Condominium, Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, the Bylaws of the Association and the rules and regulations.
- Answering day-to-day questions regarding operational, technical, regulatory, and practical issues.
- Assisting the Board of Directors on fiscal matters, such as budgeting, levying special assessments, and establishing reserves.
- Addressing maintenance and repair issues and distinguishing between those projects which require Board approval and those which require unit owner approval.
- Drafting and reviewing contracts for the management, maintenance, repair and operation of the community.
- Assisting in planning and developing contracts for construction projects and complying with construction lien laws.
- Aggressively pursue collection of delinquent assessments by all permitted methods, which include but not limited to wage garnishment, bank levy, vehicle levy, chattel levy, information subpoena, lien assessment, civil arrest warrant and sheriff sale.

If the above stated terms are acceptable, please return this retainer letter. Upon receipt of these items, we will begin our legal representation and request more specific documentation in order to commence legal representation.

**A. Rates and Duties for legal representation:**

Represent concerning your legal dispute for the above referenced matter. Our proposal for services is the following:

- Legal services pertaining to all non-collection representation will be \$210.00 per hour based upon quarterly hour intervals.
- Legal services pertaining collection will be \$210.00 per hour based upon quarterly hour intervals.
- Paralegal time expended will be \$160.00 per hour based upon quarterly hour intervals.
- In addition to the attorney hourly rates stated above, (which encompasses any time spent on your matter that includes but not limited to legal search, drafting pleadings, legal correspondences, contacting related parties, speaking to the court, attending court, copying, and mailing that may be billed by any attorney working on your file) you are responsible for all court cost, travel expenses and related fees including but not limited to subpoena costs, deposition costs, accountants' fees, fees for process servers, private investigators, postage above one ounce, expert fees, and legal research.
- Our bills will be rendered periodically typically on a monthly basis and are payable within thirty days of the date of the bill. Interest will be charged on any overdue balance at the rate of 18%, and you will be responsible for any costs, including counsel fees, we incur in collecting any overdue balance.
- If our bills are not paid when due, you authorize us to proceed to withdraw as your counsel and you agree to promptly hire other counsel to represent you. The firm furthermore reserves the right to withdraw from its representation of Client for matter encompassed in this Agreement if any such bill remains unpaid thirty (30) days after it becomes due and payable. The Firm will provide the Client with ten (10) days written notice of the exercise of the Firm's right to withdraw from representation.
- The Firm reserves the right to modify the terms of this agreement upon thirty (30) days written notice to Client. If the Client does not object to the modification of this agreement, Client's assent to such modification shall be assumed. This Agreement may be revoked by either party upon written notice sent certified mail return receipt requested. All fees incurred and costs expended and/or incurred shall become due and payable upon revocation.
- In the event that a bona fide resolution by the parties of any matter encompassed by or made on basis of this Agreement, the Client agrees to pay the Firm the total amount of the fees on the fee basis as set forth above, together with all expenses and/or costs incurred and/or paid on the Client's behalf, and still outstanding prior to disbursing the remaining funds to the Client.
- As is customary with respect to work of this kind, our firm will require that you pay us an advance retainer in the amount of \$0.00, to be applied against our final statement.

**B. Legal Confidentiality:**

- While we will not disclose privileged or confidential information regarding our representation of your interests, I understand that you authorize us to disclose to persons outside this firm the fact that we represent you as legal counsel.
- You have engaged us with the knowledge that from time to time we may represent persons and companies that compete with you. It is understood that the present representation will never preclude us from representing such persons or companies without your knowledge or consent except (a) in specific matters where we represent or have represented you, and (b) in matters in which we have been asked, while the present engagement is still in effect, to take a position directly adverse to you. If our representation of you terminates, we will be free to represent other clients even in matters directly adverse to you without your consent, except where such matters are substantially related to the matters in which we have represented you in the past. Of course, we are never entitled to disclose non-public information obtained from a client in the course of our representation, except under compulsion of law, without the client's express consent.

**C. Rittenhouse Park Community Association 's Responsibility:**

- You must cooperate with The Simone Law Firm, P.C. and give us all information relevant and necessary to the issues involved in this matter. By both parties working together, the matters can be handled in a timely, efficient manner.

**D. No Guaranteed Result:**

- We will provide you conscientious, competent, and diligent services and, at all times, will seek to achieve solutions that are just and reasonable for you. However, because of the uncertainty of legal proceedings, interpretations and changes in the law, and other unknown factors, we cannot and do not guarantee results or the final outcome of any case.

We are intimately familiar with your issues and concerns regarding your matter and will respond timely to your needs. We look forward to working with you and to a long and mutually beneficial relationship. If you have any questions pertaining to our billing proposal please feel free to contact myself at (856) 833-1788. Please sign below in the appropriate space and return this agreement by fax or mail along with the above requested information.

Respectfully submitted,



Michael S. Simone

I hereby agree and accept the terms and conditions as outlined above. Further the client(s) acknowledges that in addition to having read this agreement in its entirety, the above signed attorney has answered any questions concerning the agreement raised by the client(s).

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Rittenhouse Park Community Assoc. (HOA)  
 Money Collected, Attorney's Fees, Costs  
 from January 2023 through April 2024

<u>Month</u>	<u>Money Collected</u>	<u>Attorney's Charges</u>	<u>Court Costs</u>
Jan-23	\$ 9,851.21	\$ 8,627.50	\$ (372.92)
Feb-23	\$ 6,994.61	\$ 7,832.50	\$ 708.43
Mar-23	\$ 9,608.97	\$ 10,397.50	\$ 520.36
Apr-23	\$ 8,245.52	\$ 8,845.00	\$ 521.95
May-23	\$ 22,712.42	\$ 9,147.50	\$ 414.74
Jun-23	\$ 15,859.02	\$ 9,565.00	\$ 594.87
Jul-23	\$ 9,473.79	\$ 7,930.00	\$ 1,172.65
Aug-23	\$ 22,526.43	\$ 12,450.00	\$ 228.27
Sep-23	\$ 28,281.53	\$ 15,101.81	\$ 514.25
Oct-23	\$ 10,285.05	\$ 10,239.06	\$ 665.58
Nov-23	\$ 6,852.48	\$ 15,152.50	\$ 1,118.61
Dec-23	\$ 6,025.83	\$ 23,059.04	\$ 577.52
Jan-24	\$ 15,997.09	\$ 25,091.54	\$ 975.81
Feb-24	\$ 18,460.43	\$ 19,577.50	\$ 1,491.97
Mar-24	\$ 37,229.17	\$ 21,845.00	\$ 1,584.88
Apr-24	\$ 36,634.17	\$ 19,837.50	\$ 2,088.07
<b>Total</b>	<b>\$ 265,037.72</b>	<b>\$ 224,698.95</b>	<b>\$ 12,805.04</b>