

# THE LAW OFFICE OF GEENA KHOMENKO GEORGE, LLC

www.GGeorgeLaw.com  
651 Valley Road  
P.O. Box 1387  
Hockessin, DE 19707

Geena Khomenko George, Esq.  
Licensed in DE and PA

302.394.9664  
geena@ggeorgelaw.com

11 June 2020

Steeple Glen  
Attention: Lisa M. Taylor, COO; BCC Communities

RE: Legal Representation

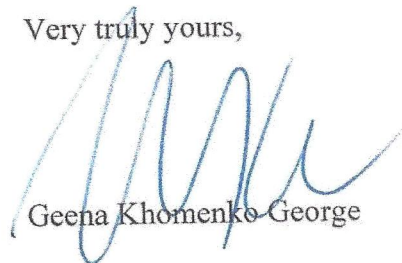
Dear Lisa:

Please be advised that I have left Losco & Marconi, P.A.. Effective immediately, I can be reached at 651 Valley Road; P.O. Box 1387; Hockessin, DE 19707 and my telephone number is 302.394.9664.

In order to continue to meet my professional obligations to you, I want to make sure that there is no disadvantage to you as a client as a result of my departure. The decision as to who will continue to handle your matter is completely yours and whatever you decide will be determinative. My decision should not be construed as adversely reflecting in any way on my former firm.

I am prepared to continue handling your matter. If you wish me to do so, please sign and return this letter with the election as to the disposition of your file. Whatever preference you select will be honored. If you would like to discuss this with me prior to your selection, please feel free to call.

Very truly yours,



Geena Khomenko George

I want Geena Khomenko George to continue to represent me. By copy of this letter, I direct Losco & Marconi, P.A. to release my paper and electronic files to the Law Office of Geena Khomenko George, LLC.

I want Losco & Marconi, P.A. to represent me. I authorize Losco & Marconi, P.A. to select an attorney of its choosing to replace Geena Khomenko George.

I do not want Geena Khomenko George or Losco & Marconi, P.A. to represent me. I will obtain replacement counsel and direct Losco & Marconi, P.A. to:

Return my file to me as soon as possible.

Forward my file to replacement counsel as follows:

Replacement counsel name: \_\_\_\_\_

Replacement counsel address: \_\_\_\_\_

\_\_\_\_\_

Signature: Paul J. Hannan

Print name: PAUL J. HANNAN

Title: HOA Council President

Company or client name: STEEPLE GLENN Condominium Assoc.

# THE LAW OFFICE OF GEENA KHOMENKO GEORGE, LLC

www.GGeorgeLaw.com  
651 Valley Road  
P.O. Box 1387  
Hockessin, DE 19707

Geena Khomenko George, Esq.  
Licensed in DE and PA

302.394.9664  
geena@ggeorgelaw.com

11 June 2020

Lisa M. Taylor  
Chief Operating Officer  
BCC Properties  
4905 Mermaid Blvd.  
Wilmington, DE 19808  
Via email only to ltaylor@bccommunities.org

**RE: Steeple Glen Representation**

Dear Lisa:

I am pleased that Steeple Glen has decided to retain The Law Office of Geena Khomenko George, LLC (“GKG, LLC”) for legal services in connection with collection of delinquent HOA dues and legal advice for the community (the “Matter”). This letter details the scope of our attorney-client relationship and outlines the fees for our services.

**SCOPE OF SERVICES:** We understand that we are being engaged to act as counsel for Steeple Glen in the Matter. Our representation will comprise collections, as well as review and research of applicable law and community documents and restrictions relevant to the Matter to advise Steeple Glen as to its rights, and if authorized, to pursue legal action in a Delaware court to resolve the Matter. We agree to assist you in this capacity and to take such further action that you may authorize, and we agree to perform.

**FEES:** Unless otherwise noted, monthly statements for professional services will be substantially based upon regular hourly rates for those lawyers and other firm personnel who perform services on your behalf. My normal hourly rate for matters of this nature is \$250.00 per hour. Some legal services may be performed by paralegals, law clerks, or other staff members operating under the supervision of lawyers. Our paralegals and law clerks will bill at the rate of \$150.00 per hour. We reserve the right to periodically adjust these hourly rates but not more frequently than once per calendar year. In preparing our statements for legal services, we will use our hourly rates in effect when such services were rendered.

For collections work only, the following flat fees will apply:

Draft initial collections letter: \$250

Draft Notice of Lien: \$200

Draft second collection letter enclosing Lien: \$250

Draft Court of Common Pleas Complaint: \$300.

These fees do not include recording, e-filing, and other out-of-pocket advanced costs. Please note that the fees listed above correspond to the hourly rate that I have always used, but I felt that it would be simpler for the clients to see these as a flat fee instead. Every activity not listed above will continue to be billed at my hourly rate, as usual.

**DISBURSEMENTS:** You will also be invoiced for disbursements and other charges or expenses relating to our professional services. In some instances, we may ask you to advance sums needed for upcoming charges and expenses. Such charges and expenses may include, if applicable and without limitation, court and governmental filing fees, title searching fees, expert witness fees, investigator's fees, long-distance telephone calls, deposition and court reporter fees, courier service, messenger fees, travel expenses, photocopying, staff overtime charges, computerized legal research, word processing and business meals and conferences.

**RETAINER REQUIREMENTS:** No retainer will be required before we begin legal work on this matter; however, we reserve the right to request a suitable retainer if litigation ensues or circumstances otherwise warrant. We will hold any retainer funds in trust and use them to pay for fees and costs as we incur them. When the retainer become depleted so that the trust balance falls below \$500.00, you agree to make additional retainer payments from time to time in similar amounts to provide a ready source of funds for the payment of future fees and costs.

**BILLING:** It is our practice to send you statements for professional services and related charges on a monthly basis. To the extent there is no retainer on account sufficient to cover the full amount of the invoice, we will expect payment to be made within 15 days of receipt of the invoice without regard to the consummation of any proposed transaction or the outcome of any matter. If our statements are not timely paid, we reserve the right to suspend services until satisfactory payment arrangements are made or, if necessary, to terminate such services. Our clients, of course, may terminate our services at any time. Interest at the rate of 1.5% per month will accrue on statements more than 60 days overdue.

**CLIENT COOPERATION:** You understand and agree that, in order for the Firm to represent you effectively, it is necessary for you to assist and cooperate with our attorneys and staff. You agree to (a) make yourself (including employees if applicable) available to discuss issues as they arise in this matter; (b) attend and participate in meetings, preparation sessions, court proceedings and other activities in connection with the

representation; (c) provide complete and accurate information and documents to us on a timely basis; (d) make timely payment to any experts or vendors retained in connection with our services; and (e) advise whether there is an agreement to arbitrate the subject claims, either as set forth in a stand-alone arbitration agreement, or as part of any other agreement.

I will keep you informed as to the progress of our engagement. As appropriate, I would expect to send you copies of significant papers and pleadings prepared or received by us. Please keep an organized file of all pleadings and correspondence that we send to you so that you essentially have the same information as we do. If you have any questions about our services or about the status of our engagement, please feel free to contact me at any time. Though I am not always immediately available to take your call, my policy is to return all phone calls within 24 hours, if at all possible.

***PRESERVATION OF DOCUMENTATION:*** As in any possible litigation matter, the client must take immediate steps to identify, preserve and collect all relevant information until the matter is completely resolved. This information includes all paper and all electronically stored information (“ESI”) related to this matter. ESI includes, but is not limited to, the following: e-mails, text messages and other electronic communications, social media accounts, word processing files, spreadsheets, PowerPoints, photos and other images, voicemail, databases, data files and archive files, regardless of whether the information is contained on servers, laptop and desktop computers, back-up tapes, home and personal computers, cloud storage systems, or portable ESI storage devices such as iPhones, Android phones, Blackberries and other smart phones, iPads, iPods, thumb drives, CDs DVDs, and portable hard drives. This will likely include all relevant surveillance tapes and recordings.

As a party to pending, anticipated or threatened litigation, you must also immediately suspend any document retention and destruction policy and put in place a “Litigation Hold”. This Litigation Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of or in any way compromised. Therefore, any employees or other individuals who may have relevant information or documents related to a matter, ***including your IT professionals and contractors***, must also be made aware of and comply with this Litigation Hold.

Although this may seem burdensome, document retention is critical for prosecution of this matter and to ensure that you comply with your legal obligation to preserve and produce relevant information. A failure to preserve documents or ESI could have dire consequences in a litigation matter. For example, in addition to monetary sanctions, you may be precluded from using certain evidence at trial or the court may allow a jury to draw negative inferences against you. In a worst-case scenario, the court may award a judgment against your interests in this matter. Therefore, if you have any doubt regarding whether paper or ESI data falls within the scope of the “Litigation Hold”, err on the side of preservation and contact me.

***DISPUTE RESOLUTION:*** In the event of any dispute between you and

the Firm whether for legal fees, professional services or otherwise, we agree to discuss a fair resolution to the problem. However, if we are unable to come to an understanding within sixty days, we agree to resolve our dispute via binding arbitration before the Delaware State Bar Association Fee Dispute Resolution Committee, or if that alternative is not available, then in accordance with the Uniform Arbitration Act of the State of Delaware. The dispute will be resolved by a single arbitrator who must be an attorney in good standing in the State of Delaware to be selected by the parties. The cost of arbitration is to be shared evenly by the parties, but the arbitrator shall have the right to allocate costs in the final award. You understand and acknowledge that by agreeing to binding arbitration, you waive the right to submit the dispute to a court and a jury, and that the grounds to appeal an arbitration award are very limited. Delaware law will control our engagement agreement and any arbitration hearing or litigation between us relating to the subject matter of our engagement shall be heard in New Castle County, Delaware.

**DOCUMENT RETENTION BY THE FIRM:** Within 180 days of the conclusion of our representation, you agree to advise GKG, LLC in writing if you would like originals or copies of any pleadings, documents or correspondence in my file that you would like to take possession of. Please be aware that it is my practice to store only the financial records of client files for five years following the conclusion of the representation. The remainder of the file will be destroyed within a week after representation concludes. At that point I will purge those files in a secure and confidential manner. GKG, LLC reserves the right to maintain your legal file in electronic format only.

While I cannot guarantee any particular result, I do promise to use my best professional efforts on your behalf. I look forward to working with you on this important matter.

Please sign the original of this letter and return it to me to indicate your agreement with the terms of this engagement.

Very truly yours,

  
Geena Khomenko George

**AGREED AND ACKNOWLEDGED:**

**Steeple Glen**

By:

  
Authorized Representative

Print name and title: PAUL J. HANNAN  
STEEPLE GLENN CONDOMINIUM ASSOCIATION  
COUNCIL PRESIDENT

Date: 11 JUNE, 2020