

FLORIDA COMMUNITY LAW GROUP, P.L.

P.O. BOX 292965
DAVIE, FLORIDA 33329-2965

Jared A. Block, Esq.
Gregory R. Fishman, Esq.

Office (954) 372-5298
Fax (866) 424-5348
Email: jared@fclg.com

April 19, 2024

Chateau De Ville of Tallahassee Condominium Association, Inc.
PO Box 12412
Tallahassee, FL 32317

*Re: Chateau De Ville of Tallahassee Condominium Association, Inc.
Authorization to File Lien Foreclosure
Attn: Board of Directors*

Dear Board Members:

The following unit in your Association have not been brought current since the filing of a claim of lien, and the next step in the collection process is to file a lawsuit foreclosing the active claim of lien against said unit.

The goal of the lien foreclosure is to obtain payment either by the unit owners, a third party, or through rental income in the event that the Association takes title to the unit. Before authorizing this course of action, please consider whether the unit is able to be rented if the Association does take title. If the amount owed on the first mortgage far exceeds the property value, which is the case in many instances, there is a reasonable chance the Association will take title to the unit through this foreclosure process.

In order to proceed, the Firm requires a \$900.00 deposit for each unit, which would be used strictly for costs such as court filing fees, process server fees, and other hard costs associated with the foreclosure, not used for attorney's fees for work performed. Any unused portion would be refunded back to the Association at the close of each respective proceeding.

If you wish to proceed with the lien foreclosure, please complete the authorization request below and return it to this office with a check for the amount on the enclosed invoice.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Jared Block, Esq.

FORECLOSURE AUTHORIZATION REQUEST AND
LEGAL REPRESENTATION AGREEMENT

This **FORECLOSURE AUTHORIZATION, LEGAL REPRESENTATION AND EXPENSE ADVANCE AGREEMENT** (the "Agreement") made and entered into as of the latest date of execution by a party hereto, by and between **Chateau De Ville of Tallahassee Condominium Association, Inc.** (the "Client") and **Florida Community Law Group, P.L (the "Firm")**.

Nature of Representation

1. Client has entered into a General Services Agreement with Alliance CAS, LLC ("Alliance") for purposes of debt collection, including debts owed on the Unit(s) identified in this Foreclosure Authorization Package. Client designates Alliance as its agent for purposes of communicating with the Firm and coordinating efforts on behalf of Client under this Legal Services Agreement. Client hereby affirms that Alliance is authorized to act on behalf of Client, specifically with regard to communication with the Firm. Client consents to the Firm disclosing any confidential client information to Alliance as the Firm deems necessary and appropriate for the provision of the agreed-upon services. Client understands that The Firm will consult with Alliance about the nature and extent of appropriate services under this Agreement and authorizes Alliance to make decisions on its behalf in that regard. Client also understands that before The Firm starts any billable work; The Firm will provide a suggested path and not-to-exceed amount.

2. Client agrees to employ the legal and related services of the Firm to represent them in the following matter: **Representation of Client in foreclosure of liens securing the debt(s) on the Unit(s) set forth in Exhibit A to the Addendum to General Services Agreement with Alliance included in this Foreclosure Authorization Package.**

Fees

3. The Firm agrees to defer billing Client until the conclusion of the matter subject to this Legal Services Agreement. Conclusion is defined as either: a) satisfaction of the debt or amount due on the Unit(s), whether by compromise and settlement or collection of the amount due; b) Client obtains title to a Unit that is subject to this Agreement; c) any termination of The Firm by Client; or d) Client is in default of this agreement as outlined in Section 12 below. Upon conclusion of the matter, Client agrees to pay the The Firm the following fees:

- | | | |
|----|--|------------|
| 4. | <u>Flat Fee through Service of Process:</u> | \$2,000.00 |
| | <u>Flat Fee from Service of process through Filing Motion for Summary Judgement:</u> | \$1,500.00 |

Other flat fees or hourly rates may apply for work performed not specifically listed above in Paragraph 4: Hourly rates are \$350/hr for an attorney and \$105/hr for a paralegal. Client

acknowledges that certain factors may dictate changes in the Firm's circumstance and Client thereby agrees that these rates may be subject to increase without further notice.

Expense Advances and Billing

5. Pursuant to this Foreclosure Authorization Request and Legal Representation Agreement, Client has paid a \$900.00/case cost deposit to The Firm for the purpose of paying costs incurred by The Firm. Client agrees that The Firm, is responsible for maintaining and disbursing the costs deposit. Upon conclusion of the matter, as defined in paragraph 3, above, Client will be responsible for any additional costs that exceed the costs deposit and are unable to be collected through the Firm's collection efforts. Client is responsible for all costs incurred on Client's behalf by The Firm during the course of this representation in addition to the fees charged for services performed as stated in paragraph 4, above. Such costs may include but shall not be limited to: administrative costs, court costs and filing fees; costs of service of process; costs for witnesses and experts; deposition costs; inspectors and appraisers; costs for the production of displays and other evidentiary materials; postage; copies; legal research costs; and, out of town travel and lodging expenses. Client expressly agrees any funds received will be paid directly to The Firm. Client further agrees, The Firm will thereafter be responsible for disbursing the proceeds and paying them to the appropriate parties pursuant to both this agreement and any other agreement and applicable law.

Client Cooperation and Administration of Representation

6. During the course of this representation, Client agrees to keep the The Firm informed of Client's current address and telephone numbers and agrees to cooperate fully with all requests made by the attorneys and staff of the The Firm for information, records, and documents related to the representation. Client further acknowledges and agrees that if the decision is made to initiate a lawsuit on behalf of Client, Client shall be reasonably available to participate in office conferences, depositions, court hearings and trial, if necessary, as requested by the The Firm.

7. Client hereby grants permission to The Firm to employ third party vendors or outside counsel at The Firm's discretion to carry out Client's objectives as it pertains to the work performed under this agreement. Said third parties will only be authorized to bill Client if Client enters into a separate signed agreement between Client and such third party.

No Guarantee of Results

8. Client hereby acknowledges that there are no guarantees by The Firm that have been made or intended about the disposition of the legal matter which is the subject of the representation engaged under this Agreement and that any expressions about the merits of Client's legal matter or any results possible from this representation are only opinions of counsel and that no particular outcome has been promised or implied. Furthermore, in the event Client is not the prevailing party, a Court may order that Client be responsible for paying all or part of the prevailing party's legal fees and costs, and/or that all or part of the debt Client is attempting to

collect is not legally collectable. Client agrees that either the Firm or Alliance is NOT responsible for payment or reimbursement of any of these amounts.

Additional Matters and Costs of Appeals

9. The representation contracted pursuant to this Agreement and the legal fees and costs paid and advanced hereunder are expressly limited to the matter or matters described in paragraph 1 of this Agreement, unless otherwise agreed upon. Any additional matters or claims including but not limited to an appeal of a disposition by any judicial, quasi-judicial, or administrative body of the current matter described in Paragraph one (1) above shall constitute an independent legal matter shall be subject to an additional agreement for legal representation, unless the hourly fee arrangement is agreed to be extended, in writing, for other legal work. Nothing in this Agreement does, or is intended to, obligate the The Firm to the representation of Client in any additional matters or appeals of the matter subject hereto and nothing in this Agreement does, or is intended to, bind Client to use the The Firm for representation in any additional matters or appeals of the matter subject hereto.

Default of Agreement and Termination of Representation

10. Client agrees that if Client fails to disclose facts material to the representation contracted for under this Agreement or fails to follow the recommended strategy and advised course of proceeding; the The Firm shall have the right, in its sole and exclusive discretion, to declare the Client to be in default of this Agreement. In addition, Client shall have the sole and exclusive right to terminate this Agreement at any time by written notice to the The Firm. Upon the effective date of a declaration of default or termination, the representation of Client by the The Firm under this Agreement shall end. In the event of such a termination of representation by the The Firm, Client agrees to execute any and all documents necessary to enable the The Firm to affect such termination of representation with respect to any court, administrative body, or other third party. Client shall immediately pay The Firm for all such fees, costs and reimbursements earned and/or incurred.

Client's Records

11. Client hereby agrees and consents that following the representation under this Agreement the The Firm shall have the right to destroy Client's file and records that pertain to this representation upon the expiration of seven (7) years after the termination of the representation, unless Client requests, in writing, prior to the expiration of such period, that such records (or any portion thereof) be released and delivered to Client.

12. In acknowledgment and recognition of the The Firm's co-ownership interest in any proceeds of this legal matter, and to secure payment by Client to the The Firm of fees and advances due and payable under this Agreement, Client hereby grants the The Firm a charging lien immediately applicable to this matter and immediately applicable to any and all proceeds derived from any of Client's claims or causes of action arising hereunder, whether through litigation, arbitration, mediation, settlement agreement, or otherwise. Client agrees that the terms and provisions of this Agreement may be disclosed to any court or administrative body in connection with any application, petition or complaint by the The Firm for payment of fees and

costs under this Agreement, whether or not such action for payment is against Client or a third party. The Firm reserves the right to assert a retaining lien on all of Client's files and materials to the extent that said retention does not prejudice Client in any pending matters.

Governing Law

13. This Agreement and any dispute about its sufficiency, construction, breach or other question about its content, shall be interpreted and construed according to Florida law.

Entire Agreement

14. This agreement sets forth the entire understanding between the parties and supersedes all previous agreements, arrangements and understandings between the parties, whether oral or written, pertaining to the representation contracted for herein.

WHEREOF, the parties hereto have executed this Agreement as of the date indicated below each signature, and Client acknowledges that Client has read and understands the terms and provisions of this Agreement and has had the opportunity to consult with independent counsel about the contents of the Agreement (before signing hereto). Client further acknowledges that Client has received a copy of this Agreement.

FLORIDA COMMUNITY LAW GROUP, P.L.:

Jared Block
Member

Date: _____

CLIENT:

_____, as _____ of **Chateau De Ville of Tallahassee Condominium Association, Inc.** having the full authority of the Board of Directors to make this authorization hereby authorize Florida Community Law Group to commence the lien foreclosure process against the Units(s) set forth separately in Exhibit A to the Addendum to General Services Agreement with Alliance included in this Foreclosure Authorization Package.

Authorized representative

AUTHORIZATION REQUEST

Address: 2020 Continental Avenue Apt. 208, TALLAHASSEE, Florida 32304

Owners: Eddie L. Ponton Jr., Jacqueline E. Ponton and Noelle E. Ponton

I, _____, as _____ of Chateau De Ville of Tallahassee Condominium Association, Inc. having the full authority of the Board of Directors to make this authorization hereby authorize Florida Community Law Group, P.L. to commence the lien foreclosure process against the unit indicated above.

Signature

Date

INVOICE

Invoice # CDV-04
Date: April 19, 2024

To:
Chateau De Ville of Tallahassee Condominium Association, Inc.
PO Box 12412
Tallahassee, FL 32317

DESCRIPTION	AMOUNT
Foreclosure Cost Advance	
Address: 2020 Continental Avenue Apt. 208	
Owner: Ponton, Eddie L. Jr. Ponton, Jacqueline & Ponton, Noelle E.	\$900.00
TOTAL:	\$900.00

Make all checks payable to Florida Community Law Group, P.L., Trust Account

P.O. BOX 292965
DAVIE, FLORIDA 33329-2965

Payment is due within 30 days
If you have any questions concerning this invoice, contact Jared Block (954) 372-5298

Addendum to General Services Agreement

This Addendum dated _____ (“Addendum”), by and between Alliance CAS, LLC (“Alliance”) and Chateau De Ville of Tallahassee Condominium Association, Inc. (the “Association”) hereby modifies and amends that certain General Services Agreement dated August 23, 2023 (the “Services Agreement”) by and between Alliance and the Association (Association and Alliance shall hereinafter collectively be referred to as the “Parties”).

WHEREAS, the Association has engaged Alliance as a provider of collection services of unpaid assessments, fines, special assessments, late fees, interest, costs of collection, utilities, repairs, write-offs and maintenance fees owed in accordance with the Association governing documents by mutually agreed upon owners (“Unit Owner”) of any units (“Unit”) at the property for which the Association has transferred the file (“Collection File,” “Claim,” or “Account”) to Alliance to proceed with collection.

WHEREAS, Alliance is not a law firm, but when necessary, has full authority to hire attorney(s) of Alliance’s choosing on behalf of the Association to handle legal work as authorized in the Services Agreement.

The Parties hereby agree as follows:

I. Association will advance monies on legal fees and costs:

- A. Association hereby authorizes foreclosure proceedings immediately on the Unit(s) set forth on Exhibit A attached hereto.
- B. Association will advance a deposit for foreclosure costs to an attorney hired on behalf of Association, to cover items including, but not limited to; court costs, filing fees, process server fees and any other hard costs.

II. Recitals:

In addition to the representations and warranties covered in the Services Agreement, the Association acknowledges that, all information provided to Alliance with respect to any and all delinquent Unit(s) and the corresponding account balances is true and correct and all such balances are legally due and payable by the referenced party(ies) including, but not limited to, any prior collection and/or legal fees, costs and reimbursements identified by the Association in connection with each Unit.

III. Other Terms:

- A. Payment Plans: The Association authorizes Alliance to offer, accept and administer payment plans that serve to facilitate the recovery of the Association’s Claim.

- B. Estoppels:** With respect to Unit(s) set forth on Exhibit A attached hereto, the Association grants Alliance the right to prepare and provide estoppel certificates as may be requested from time to time. As such, Alliance shall include all amounts due on the unit, in accordance with the Association governing documents, through the payoff date, including but not limited to unpaid assessments, fines, special assessments, late fees, interest, utilities, repairs, write-offs, maintenance fees and collection and/or legal fees, costs and reimbursements.
- C. Obtaining Title:** In the event the Association obtains title to a Unit that is subject to this Agreement, Alliance shall be entitled to receive all monies owed for collection services rendered including all costs expended and/or advanced to any third party. If the Association rents the unit within 180 days of obtaining title, Alliance agrees to continue to defer its fees and receive monies from rental income derived from the Unit until all fees, costs and reimbursements for the Services are paid in full. However, if the Association decides not to or is unable to rent the unit, or the rental income is insufficient, Alliance shall invoice the Association for Alliance's fees, costs or reimbursements due and owing from the prior Unit Owner.

IV. Effect of Termination:

- A.** Upon execution of this Addendum, none of the Unit(s) set forth on Exhibit A attached hereto may be removed by the Association from collection placement with Alliance.
- B.** If the Services Agreement with Alliance is terminated by the Association for any reason at any time, the Association shall immediately pay Alliance for all such fees, costs and reimbursements earned and/or incurred by Alliance, including any attorney fees or costs. Association also agrees that any attorney retained on behalf of the Association is entitled to a lien on the claim or cause of action, and on any sum recovered by way of settlement, short sale, resale, foreclosure or Judgment thereon. The aforementioned attorney shall have all general possessory, and retaining liens, special liens, and charging liens known to common law.

IN WITNESS WHEREOF, the Parties hereto have caused this Funding Addendum to be executed as of the date first written above.

ASSOCIATION:

By: _____

Name: _____

Title: _____

ALLIANCE :

By: _____

Name: _____

Title: _____

Exhibit A

Unit Owner	Unit Address
Eddie L. Ponton Jr., Jacqueline E. Ponton , Noelle E. Ponton	2020 Continental Avenue Apt. 208 Tallahassee, FL 32304