



Nicholas V. Pulignano, Jr.  
Attorney at Law  
email: nvp@marksgray.com  
tel: 904.807.2105  
fax: 904.399.8440

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**By Email: [bswain@alachuacounty.us](mailto:bswain@alachuacounty.us)**

Alachua County Board of County Commissioners  
c/o Bob Swain, Deputy County Attorney  
Alachua County Attorney's Office  
12 SE 1st Street  
Gainesville, FL 32601

**Re: Celebration Pointe Holdings, LLC  
Northern District of Florida (Gainesville)  
Bankruptcy Petition Case No. 24-10056-KKS**

Dear Bob,

Thank you for giving me and Marks Gray, P.A. (the "Firm") the opportunity to represent the Alachua County Board of County Commissioners and the Alachua County Tax Collector in the above-referenced matter.

Attached to this letter is a memorandum of the Firm's policies and procedures concerning billing, as well as the scope and terms of our engagement. I will have primary responsibility for the file, and may be assisted by attorney Logan McEwen and paralegal Sandy Wynn.

If this letter and the attached memorandum correctly describes your understanding of the scope of the services to be rendered by the Firm, and if all of the terms stated are satisfactory, then please sign the first page below and return it to me. Please retain a copy of this letter for your records. If the scope of services described is incorrect or if the terms set forth are not satisfactory to you, please let me know so we can discuss those concerns.

I look forward to working with you.

Sincerely,

**MARKS GRAY, P.A.**

A handwritten signature in blue ink that reads "N.V. Pulignano, Jr." in a cursive style.

Nicholas V. Pulignano, Jr.

I have read and understand the above Agreement and the attached Engagement Terms & Billing Policies, and I accept and agree to all of its terms and conditions.

**Alachua County Board of County Commissioners**

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

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

## **MARKS GRAY, P.A. ENGAGEMENT TERMS & BILLING POLICIES**

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, and billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures, as well as the scope and terms of our engagement. Each client is encouraged to discuss with us any questions they have about these policies and procedures with us at any time. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the Firm.

1. Scope of Engagement. By means of this Agreement, you are engaging the Firm to perform the following services: represent the Alachua County Board of County Commissioners and the Alachua County Tax Collector in the US Bankruptcy Court for the Northern District of Florida in the Chapter 11 bankruptcy cases filed by *Celebration Pointe Holdings, LLC*, Case No: 24-10056-KKS, and *Celebration Pointe Holdings II, LLC*, Case No: 24-10057-KKS. Subject to our mutual agreement, you may also engage us to perform additional services in the future.

1. Fee and Hourly Rates. The hourly rates applicable to your matter will be \$395.00 for shareholders such as myself, \$295 for associates, and \$165.00 for paralegals. These hourly rates are reviewed annually to accommodate rising Firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted after discussion with you.

2. Fees for Other Services, Costs and Expenses. We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, document preparation charges, mileage at the rate of \$.655 per mile or the current IRS mileage rate, telephone, facsimile and document delivery charges, copying charges, computerized research, postage, support staff overtime, court filing fees and other court related expenditures. Our legal representation may also involve, with your prior consent, additional services provided by third party vendors, such as court reporter and transcription fees.

These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due. Please note that no separate charge is made for the Firm's secretarial or word processing services; those costs are included within the above hourly rates.

3. Advance Retainer Deposit toward Fees and Costs. In this matter, we will not require an advance retainer. We reserve the right to require advanced deposits in the future. By

signing the initial engagement letter, each client agrees that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

4. Monthly Statements and Payment Terms. Our practice is to send a monthly statement of our charges for legal services and in-house additional services rendered and for reimbursement of payments made on our client's behalf for outside additional services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date. We reserve the right to charge at the rate of one per cent (1.0%) per month, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment.

We will make every effort to handle this matter in an efficient manner to minimize attorney fees and costs. We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if you should have any questions about or object to our statement, our services, or our charges, we encourage you to raise it for discussion.

Credit Card Payments. The Firm will accept payments by credit card, but if a credit card is used the Firm may charge the client the actual charge the credit plan imposes on the Firm for the client's transaction.

5. Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. This Agreement is subject to termination by either party upon reasonable notice for any reason. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the Firm.

6. Duties Upon Termination of Active Representation. Upon termination of our active involvement in a particular matter, we will have no duty to inform you of further developments or changes in law which may be relevant to such a matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we have been engaged.

7. Future Matters. Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement, except that our obligation to represent you shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

8. Conflicts. From time to time, you may have business or legal dealings with one or more of our other existing or future clients. This will confirm your agreement that our engagement by you on this matter will not preclude us from representing clients who may be interacting with you on unrelated matters. We will not, of course, accept any directly adverse engagement that is substantially related to the subject matter of this engagement, or which would impair the confidentiality of proprietary, sensitive or otherwise confidential communications made to us.

9. File Retention. As a rule, we keep each client's files for ten years after we close that file. After ten years we destroy those files unless the client advises us otherwise. If you want us to keep your files for a longer period of time, or return them to you, please inform us.

10. Permission to Use Name. You hereby agree that the Firm may refer to each of you as a client of the Firm on its website or in Firm brochures.

11. Disclaimer of Guarantee. Nothing in this agreement and nothing in our statements to you is to be construed as a promise or guarantee about the outcome of any matter. We make no such promises or guarantees.

12. Attorney Fees. In the event of any dispute relating to this Agreement, the prevailing party shall be entitled to reasonable attorney fees, including but not limited to those incurred in connection with court proceedings at trial and appellate levels, including without limitation, bankruptcy and probate proceedings.

13. Client. The Firm's client for the purpose of representation will be the **Alachua County Board of County Commissioners**. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any parent or brother-sister entity, their officers, directors, agents, or employees. Notwithstanding the foregoing, each person signing the retainer letter accompanying or incorporating this Agreement agrees to be personally liable and responsible for payment of all attorney fees and costs incurred under this Agreement.

14. Entire Agreement. This Agreement contains all terms of the agreement between us applicable to our representation of you and may not be modified except by a written agreement signed by both of us.

**MARKS GRAY, P.A.**