

September 9, 2019

*Via Electronic Mail*

Mark Miller, CMCA  
General Manager  
Parkfairfax Unit Owners Association  
3360 Gunston Road  
Alexandria, VA 22302  
[MMiller@parkfairfax.info](mailto:MMiller@parkfairfax.info)

**Re: Engagement Letter - Shulman Rogers**

Dear Mark:

This letter and the attached Attorney – Client Agreement set forth the terms of this Firm’s engagement by Parkfairfax Unit Owners Association (the “Client”) in connection with re-negotiation of a collective bargaining agreement (the “Matter”), and such other matters of a legal nature with respect to which this Firm may provide representation to the Client in the future. I will be the attorney primarily responsible for the Client’s legal work, although Joy C. Einstein, Richard D. Norwood and other Firm personnel may assist if necessary. My current hourly rate is \$525.00, Ms. Einstein’s rate is \$395.00 and Mr. Norwood’s rate is \$340.00. Hourly rates are subject to periodic review and change.

In view of your long standing relationship with the firm, we are waiving the retainer for this matter. The Client will be expected to pay all bills in full when rendered. For your convenience, we have attached an optional credit card authorization form for this engagement and you may indicate on the form your authorization for any future charges for legal services, either automatically or with a courtesy phone call.

We are looking forward to a long and productive relationship with the Client. Should you have any questions regarding our representation, please do not hesitate to contact me.

If the foregoing, and the Attorney – Client Agreement that is incorporated into this letter, correctly reflect the terms and conditions of our engagement by the Client, please indicate the Client's acceptance by signing a copy of this letter below and returning it to me.

Very truly yours,

SHULMAN, ROGERS, GANDAL,  
PORDY & ECKER, P.A.

By:

  
Meredith S. Campbell

Enclosures

**APPROVED AND ACCEPTED:**

**PARKFAIRFAX UNIT OWNERS ASSOCIATION**

By: \_\_\_\_\_  
Scott Buchanan, on behalf of Parkfairfax Unit Owners  
Association

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

- ☐ – Please check this box if you would like to make arrangements to pay invoiced amounts by credit card or other similar electronic means.
- ☐ – Please check this box if you would like to receive invoices by e-mail.

SHULMAN ROGERS  
ATTORNEY-CLIENT AGREEMENT  
(Attachment to Engagement Letter)

Except as modified in writing, the provisions set forth below in this Attorney-Client Agreement (this "Agreement") shall apply to the relationship between Shulman, Rogers, Gandal, Pordy & Ecker, P.A., a Maryland professional association (the "Firm" or "we") and the Client (collectively "you", "your" or "Client") identified in the accompanying engagement letter (the "Engagement Letter").

1. **Billing Policies.** The Firm will provide the Client with timely detailed statements for professional services performed and out-of-pocket expenses incurred. Bills are rendered periodically (generally on a monthly basis) and are due and payable upon receipt.

Fees will be based upon hourly rates of members of the Firm. Hourly rates are subject to review and change periodically, generally at the beginning of a calendar year. At the present time, work performed by Meredith S. Campbell, the attorney primarily responsible for the Client's matter, is billed at \$525.00 per hour, work performed by Joy C. Einstein is billed at \$395.00 per hour and work performed by Richard D. Norwood is billed at \$340.00 per hour. The lawyers identified are for informational purposes only and may not represent the only lawyers who may provide professional services under this Agreement.

The selection of lawyers and legal assistants who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the degree of legal experience and knowledge required to achieve the Client's objective, the availability of lawyers and legal assistants to work on the engagement, and their hourly billing rates.

Each billing statement reflects services rendered and all out-of-pocket expenses processed by the Firm through the end of the applicable billing period. Such expenses may include, but are not limited to, charges for long distance telephone calls, telecopying, duplication, secretarial services provided after normal business hours, postage, deliveries, online research charges, travel expenses, and filing and recording fees. In the event that an attorney must travel in the course of rendering services on Client's behalf, the Client may be billed for actual travel time. The Client has the sole responsibility for paying directly all fees and costs incurred in connection with services provided by vendors, experts, and other third parties. The Firm may in its discretion from time to time elect to advance third party expenses on behalf of the Client. **Any fees and costs advanced by the Firm remaining unpaid thirty (30) days after the statement date will accrue interest from the statement date at the rate of twelve percent (12%) per annum (i.e., one percent per month), but in no event in excess of the maximum interest rate permitted by law. Additionally, if the Client fails to pay any fees or costs on a timely basis the Firm shall be permitted to recover its reasonable collection costs, including outside attorneys' fees and attorneys' fees for attorneys within the Firm, calculated at standard billing rates. The Client agrees to review each Firm billing statement and raise any objections or questions within 30 days of receipt.**

**Failure to pay any bill by the sixtieth (60<sup>th</sup>) day after the invoice date may, at the option of the Firm, result in a discontinuance of legal services.** The Firm will not, however, discontinue services without giving the Client notice of such intended discontinuance. In such event, the Firm will make available to the Client all papers and property to which the Client is entitled, refund any advance payment of fees or expenses that has not been earned or incurred; cooperate with counsel subsequently employed; and otherwise take steps to the extent reasonably practicable to protect the Client's interests. The Client agrees that the Firm will be permitted to retain a copy of any files transferred at the Client's request and the Client will pay for the cost of copying such files. The Firm will be permitted to retain, to the extent permitted by law, the Firm's files related to the Client, including lawyers' work product, drafts, notes, internal memoranda, and accounting records.

It is further understood and agreed that in matters undertaken on behalf of a business entity such as a corporation, LLC, LLP or LLLP, the Firm will bill the entity directly. For entity formations (including but not limited to preparation of charter documents, stockholder agreements, operating agreements, and other customary organizational documents), the individual founders, principals and members who have executed the Engagement Letter will be personally responsible, jointly and severally, for all the fees incurred in connection with such work. Except as

otherwise agreed by the Firm, the business entity being formed and not the parties engaged in its formation will be the Client. Each person signing the Engagement Letter, of which this Attorney-Client Agreement is part, represents that he or she has the authority to do so on behalf of such business entity and its founders, principals, and members.

2. **Representation in Other Matters.** We are not presently aware of any potential conflicts of interest that would or may interfere with the Firm's full representation of the Client's interests. However, as you would assume, the Firm represents many other business entities and individuals. Consequently, it is possible that during the time that we are representing the Client, some of our present or future clients will have disputes or transactions with the Client.

By signing the Engagement Letter, the Client agrees that the Firm may continue to represent existing clients, or may undertake in the future to represent new clients, in any matter that is not substantially related to our work for the Client. We agree, however, that consent to such possible conflict will not apply in any instance where the conflict is not subject to waiver even with the consent of the Client under applicable professional responsibility rules.

In the event that a conflict should arise, we also reserve the right, in the course of our representation, to limit the scope of our legal services in order to avoid such conflict, or, if necessary, to withdraw from the matter or case or to take other appropriate measures, after having made sufficient efforts to assure that the Client will continue to be fully represented.

3. **Client Cooperation.** The Client agrees to return Firm phone calls and respond to Firm emails (based on agreed form of communication on a timely basis). The Client agrees to advise the Firm of any need to reschedule appointments no less than 24 hours before the appointment, unless circumstances make it impossible to do so. The Client agrees to provide requested documents on a timely basis, in order to avoid the need to seek repeated continuances in a pending case or to delay a pending transaction. Failure to reasonably comply with this provision may result in the termination of the Firm's representation.

4. **Right of Review by Separate Counsel.** If the Client has any questions or concerns about the terms of the Firm's engagement, the Client has the right to seek advice from independent counsel selected by the Client before signing the Engagement Letter and accepting the terms of this Agreement.

5. **Termination of Engagement.** The Client may terminate the Firm's engagement with or without cause at any time on written notice to the Firm. Termination of the Firm's services will not affect the Client's responsibility to pay for legal services rendered and all expenses incurred through the date we receive notice of termination. The Client will be required to pay for any further work required or requested of the Firm to carry out an orderly transition of matters in process at the time of termination. Subject to the Firm's ethical obligations under the applicable rules of professional conduct, this Firm may terminate its representation of the Client at any time. Upon termination of the Firm's engagement with respect to a matter, the Firm shall have no duty to inform the Client of any subsequent events, developments or change in law that may be relevant to such matter or that could affect the Client's rights and liabilities related to the matter. Unless the Client and the Firm agree in writing to the contrary, the Firm shall have no responsibility to monitor renewal or obligations to provide third party notices or similar deadlines that may arise from the terminated matters.

6. **Electronic Communications.** This Firm will typically use email to communicate with the Client and computer equipment to house electronic data. Although the Firm employs commercially reasonable means to protect electronic transmissions and electronic information in its possession, the use of unencrypted email and electronic data is subject to risks of interception and access by third parties. With respect to the transmission of electronic data, the Firm and the Client agree that the Firm is not responsible for, and does not assume any liability resulting from, (i) any unauthorized, inadvertent or fraudulent access, use or disclosure to third parties of such electronic information, or (ii) any failure to maintain security measures at the time of transmission or receipt of electronic information, except, in each case, to the extent such failure arises solely from the Firm's gross negligence, as finally determined by a court of competent jurisdiction. The Client expressly assumes the risks of interception and access of electronic information by third parties. If the Client is concerned about these risks in particular



circumstances (for example, because of the sensitivity of the information involved or because of an enhanced risk that a third party may gain access to the information), please advise the Firm of those concerns so that the Firm can discuss with the Client alternative means of communicating and protecting the Client's electronic data. Communication by the Client with the Firm through an email system other than the Client's own email system may not under certain circumstances be protected by the attorney-client privilege. Therefore, it is usually best practices for an individual being represented by the Firm to use a personal email system or account in communicating with the Firm.

7. **Disclosures and Public Announcement.** This Firm will be permitted to disclose to third parties the fact that we represent the Client in business transactions completed on behalf of the Client or specific cases that are public knowledge, unless the Client otherwise notifies the Firm in writing. These disclosures may be made to current or prospective Clients and to others and may be made on the Firm website, by press release, or in printed written materials.

8. **Fee Estimates Not Binding.** Estimates and budgets provided by the Firm are intended only as good-faith estimates and are not binding on the Firm, are inexact and subject to unforeseen circumstances, and do not constitute a representation, warranty, or covenant by the Firm.

9. **Identity of the Client.** The Firm's client for purposes of this engagement is only the person(s) or entity(ies) identified as the Client in the accompanying Engagement Letter. Unless expressly agreed in writing by the Firm, the Firm is not undertaking the representation of any related or affiliated person or entity, or any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, or any of the Client's owners, investors, officers, directors, managers, members, agents, partners, or employees (collectively, "Related Entities"). The Firm generally will not be precluded from representing other existing clients or future clients in legal matters relating or adverse to any of the Related Entities.

10. **No Liability to Third Parties.** Any advice or service provided by the Firm are for the Client's benefit alone, is given solely for the purpose of the matter in respect of which it is sought, and is not to be used by or relied upon for other purposes or by third parties. The Firm's duty of care is to its Client alone and does not extend to third parties (including Related Entities) unless the Firm shall have accepted such responsibility in writing.

11. **No Guarantee of Outcome.** The Firm does not and cannot guarantee the outcome to any matter with respect to which the Firm provides representation to the Client.

12. **Document Retention.** Unless the Firm receives different written instructions from the Client, the Firm will be obligated to retain files with respect to each Client matter for only five years after completion of the matter. At that time documents other than those with clear intrinsic value (such as the original signed copies of deeds, contracts or stock certificates), may be destroyed without notice to the Client.

13. **Protection of Attorney Client Confidentiality.** As part of the Client's Attorney - Client privilege, the Client has certain rights to preserve the confidentiality of communications between the Client and the Firm. These rights may be deemed to have been waived if the Client discloses such communications to third parties. The Client is cautioned to avoid disclosures to third parties that could jeopardize the Attorney - Client privilege.

14. **Choice of Law/Forum Selection/Waiver of Jury Trial.** This Agreement will be interpreted, construed and governed by and under the laws of the State of Maryland applicable to contracts made in such jurisdiction, notwithstanding the application of any choice-of-law rule to the contrary. Any action arising hereunder or with respect to this Firm's legal representation of the Client shall be brought only in the Circuit Court for Montgomery County, Maryland, the District Court for Montgomery County, Maryland, or the U.S. District Court for the District of Maryland, Greenbelt Division, all defenses as to lack of personal jurisdiction (except for insufficient service of process), improper venue, and *forum non conveniens* hereby being waived. **The Client and the Firm**

waive the right to a jury trial with respect to any dispute arising under the Engagement Letter and this Agreement.

15. Counterpart Signatures. The Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Engagement Letter by facsimile transmission or electronic mail transmission (*e.g.*, in .PDF format) will constitute effective execution and delivery of the Engagement Letter as to the parties and may be used in lieu of the original Engagement Letter for all purposes.

16. Entire Agreement. The Engagement Letter and this Agreement supersede all other prior and contemporaneous written and oral agreements and understandings between the parties hereto and contain the entire agreement between the parties. The Engagement Letter and this Agreement may be modified only by subsequent written agreement of the parties.

\* \* \* \*

**Shulman, Rogers, Gandal, Pordy & Ecker, P.A.**  
**12505 Park Potomac Avenue, 6th Floor Potomac, MD 20854**  
**(301) 230-5200**  
**Federal Tax ID 52-1008944**

I, \_\_\_\_\_ authorize Shulman, Rogers, Gandal, Pordy & Ecker, P.A.  
to charge \$ \_\_\_\_\_ to my credit card for fees and costs in connection with legal services  
provided.

(Check one)

☐ AMEX

☐ VISA

☐ Mastercard

☐ Discover

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
CVV Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name on Card

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
E-mail address for receipt

\_\_\_\_\_  
City, State and Zip Code

I approve **future** charges to my credit card for any legal services rendered by Shulman, Rogers,  
Gandal, Pordy & Ecker, P.A.

**IF YOU CHECK "AUTOMATICALLY CHARGE INVOICES," WE WILL SEND YOU  
MONTHLY INVOICES AND AUTOMATICALLY CHARGE YOUR CREDIT CARD.**

☐ Contact prior to charging

\_\_\_\_\_  
Signature

☐ Automatically Charge Invoices

**Office Use Only:**

Client Number \_\_\_\_\_

Billing Attorney \_\_\_\_\_

Retainer ☐

AR ☐