

3300 Park Ave: Notification of Legal Retainer Agreement with Pullman & Comely LLC

From: ddrivera33@aol.com (ddrivera33@aol.com)

To: ddrivera33@aol.com

Date: Friday, February 14, 2025 at 08:54 AM EST

Dear Unit Owners,

In accordance with CGS § 47-250(b), I am writing to inform you that the Board of Directors of the 3300 Park Avenue Condominium Association has voted unanimously [via email] to execute a legal retainer agreement with the law firm of Pullman & Comely LLC. This firm has represented the Association in the past and will continue to provide legal services moving forward.

If you have any questions, please feel free to reach out.

Sincerely,

Ms. Diana Rivera McCoy, Secretary
3300 Park Avenue Condominium Association Inc.
(203) 257-9570

3300 PARK - Email Vote To Approval Retainer Agreement of Pullman & Comley, LLC

From: David A. Lewis Jr. (davlew1965@aol.com)

To: wil.tosado.mail@gmail.com; stephani.moore50@gmail.com; ddrivera33@aol.com; almallo@mac.com; davlew1965@aol.com

Cc: mdonadeo@aol.com

Date: Thursday, February 6, 2025 at 05:28 PM EST

Dear Board - According to [CGS § 47-250\(b\)](#), instead of noticing and holding a special meeting according to the Association's Bylaws, the Board of Directors may act by 100.0% consent as documented in a record authenticated by all Board Members, and the Secretary must promptly give notice to all unit owners of any action taken in this manner.

With that said, I am looking for unanimous approval of the Board to enter into the attached legal retainer agreement with the law firm of Pullman & Comley, LLC. After execution of the retainer agreement by the Association's President or Secretary, Pullman & Comley, LLC will represent the Board on legal matters which shall arise.

Please respond to the email with either a YES vote or a NO vote by Sunday, February 9, 2025 at 5:00PM.

To start the email chain, I vote YES.

Sincerely,

Mr. David A. Lewis, Jr., Treasurer
3300 Park Avenue Condominium Association Inc.
(203) 260-6864

Links in the message (1)

**Chapter 828 - Common
Interest Ownership...**



RETAINER - Pullman Comely 2025 Engagement Letter.pdf
151.2kB

Re: 3300 PARK - Email Vote To Approval Retainer Agreement of Pullman & Comley, LLC

From: Wilfredo Tosado (wil.tosado.mail@gmail.com)

To: davlew1965@aol.com

Cc: stephanimoore50@gmail.com; ddrivera33@aol.com; almallo@mac.com; mdonadeo@aol.com

Date: Thursday, February 6, 2025 at 05:37 PM EST

I was hoping to avoid anymore legalities and conflict. I vote yes, begrudgingly.

I just want everyone to get along and help our home be run efficiently, and in the best interests of everyone.

Wil

On Thu, Feb 6, 2025, 5:28 PM David A. Lewis Jr. <davlew1965@aol.com> wrote:

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Links in the message (1)

**Chapter 828 - Common
Interest Ownership...**

Re: 3300 PARK - Email Vote To Approval Retainer Agreement of Pullman & Comley, LLC

From: Alfred Mallozzi (almallo@mac.com)

To: wil.tosado.mail@gmail.com

Cc: davlew1965@aol.com; stephanimoore50@gmail.com; ddrivera33@aol.com; mdonadeo@aol.com

Date: Friday, February 7, 2025 at 09:31 AM EST

I vote yes, also.

On Feb 6, 2025, at 5:37 PM, Wilfredo Tosado <wil.tosado.mail@gmail.com> wrote:

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(203) 260-6864

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**Chapter 828 - Common
Interest Ownership...**

Re: 3300 PARK - Email Vote To Approval Retainer Agreement of Pullman & Comley, LLC

From: ddrivera33@aol.com (ddrivera33@aol.com)

To: almallo@mac.com; wil.tosado.mail@gmail.com

Cc: davlew1965@aol.com; stephanimoore50@gmail.com; mtonadeo@aol.com

Date: Sunday, February 9, 2025 at 11:31 PM EST

I also vote yes

[Sent from AOL on Android](#)

On Fri, Feb 7, 2025 at 9:31 AM, Alfred Mallozzi
<almallo@mac.com> wrote:

I vote yes, also.

On Feb 6, 2025, at 5:37 PM, Wilfredo Tosado <wil.tosado.mail@gmail.com> wrote:

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3300 Park Avenue Condominium Association Inc.
(203) 260-6864

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**Chapter 828 - Common
Interest Ownership...**

Re: 3300 PARK - Email Vote To Approval Retainer Agreement of Pullman & Comley, LLC

From: Stephanie Moore (stephanimoore50@gmail.com)

To: davlew1965@aol.com

Date: Monday, February 10, 2025 at 01:02 PM EST

Good afternoon Dave. Thank you so much for the clarification of the roles regarding the board of directors. You are right, everyone has a full time job and moving forward I hope the same recognition is granted toward the board of directors. This is a voluntary position to help to better this community. Again your right because most of the Board of Directors are not as knowledgeable as you are. I'm going to try to learn as much as I can to understand the role of being a Board Member. With all that being said, I vote yes to the attorney that has been put forward for a retainer. Have a nice day. Sent from my iPhone

On Feb 10, 2025, at 5:51 AM, David A. Lewis Jr. <davlew1965@aol.com> wrote:

Stephanie et al - Thank you for your email. I'd like to take a moment to clarify several points that were raised, for the benefit of both the Board and the property manager:

- 1. Present Names To Bid:** As stated in the Internal Financial Control Policy adopted on May 20, 2014, only contracts exceeding \$1,500 require bidding. The retainer agreement I submitted for Board approval via vote, in accordance with [CGS § 47-250\(b\)](#), does not specify a dollar amount and is therefore exempt from the bidding process.
- 2. Everything Has to Be Presented at an In-Person Board Meeting:** It is incorrect to assert that all items must be presented at in-person Board meetings. According to [CGS § 47-250\(b\)](#), the Board has the option to meet electronically and/or outside of regularly scheduled meetings. However, while the statute permits electronic voting with a two-thirds majority, our Bylaws, specifically **Section IV(k) on Consent to Corporate Action**, require **unanimous consent**, which takes precedence over the stipulated state statutes.
- 3. Why are there Not A Few Attorney's Names Given:** The Retainer Agreement falls within the exemption from bidding under our Internal Control Policy, which is why I did not seek additional legal representation options. Nevertheless, **in the spirit of collaboration, I encourage all Board members to seek out Retainer Agreements from other law firms. You can find resources, including a list of law firms, on the CAICT website (<http://www.CAICT.org>). Please submit any alternative legal retainer agreements by Friday, February 14th at 12:00 PM.**
- 3. When Julie Was President Everything Was A Challenge:** As I did not participate in the Board meetings at that time, I cannot comment on the specific challenges faced. It seems that a key factor may have been a lack of review of the Bylaws and internal policies, as well as limited engagement with the provisions outlined in the Common Interest Ownership Act (CIOA) and the Connecticut General Statutes.

In conclusion, I believe that the Board is not divided but would benefit from further education on the Association's governing documents. Addressing our current challenges efficiently is crucial for effective governance. Since the majority have full-time jobs, working smarter not harder is the best process to for effective governance e in my opinion.

For your convenience, I have attached the relevant Bylaw and Internal Financial Control Policy for your review. **In the absence of unanimous consent on this matter, I plan to call a Special Meeting in accordance with Section IV(h) of the Bylaws.**

SECTION IV(h) - Special Meetings

Special meetings of the Board of Directors may be called by the President or on the written request of any Director and the notice thereof shall state the time, place and purpose of the meeting.

SECTION IV(k) Consent to Corporate Action

(k) Consent to Corporate Action. Instead of meeting, the Board of Directors may act by unanimous consent as documented in a writing authenticated by all its members. The secretary promptly shall give notice to all unit owners of any action taken by unanimous consent.

INTERNAL FINANCIAL CONTROL POLICY - Contract Approval & Requirements

All contracts and service contracts in an amount up to and including \$1,500 will require Board Approval and can be signed by either the **PRESIDENT** or the **TREASURER**. **All contracts in excess of \$1,500 will require: (i) a minimum of three (3) bids or evidence that valid attempts were made to obtain three (3) bids,** (ii) require a certificate of insurance listing 3300 Park Avenue Condominium Association, Inc., as an additional insured, and (iii) must be executed by both the **PRESIDENT** and the **TREASURER**, or the **PRESIDENT** and the **SECRETARY**. Prior to issuing payment on any contract or proposal; which in the aggregate could total in excess of \$600.00, the vendor/contractor or agent must provide at a minimum: (i) w-9 Form or other such evidence of a valid Federal and/or Tax Payer ID number, (ii) mailing address, and (iii) contact telephone numbers (primary and mobile) to the **TREASURER** or **PROPERTY MANAGER**. All contracts should be required on a best efforts basis to include the following 30-day cancellation clause:

Should you have any questions, please do not hesitate to contact me. As a Director, I look forward to receiving the additional retainer agreements from you for review and consideration.

Have a great day.

Mr. David A. Lewis, Jr., Treasurer
3300 Park Avenue Condominium Association Inc.
(203) 260-6864



Adam J. Cohen
850 Main Street
P.O. Box 7006
Bridgeport, CT 06601-7006
p 203 330 2230
f 203 576 8888
ajcohen@pullcom.com
www.pullcom.com

February 3, 2025

3300 Park Avenue Condominium Association, Inc.
c/o Donadeo Realty, Inc.
880 North Avenue
Bridgeport, CT 06604

Re: 3300 Park Avenue Condominium Association, Inc.

To the Board:

You have asked my firm to represent **3300 Park Avenue Condominium Association, Inc.** (“you”) on an ongoing basis for such matters as you may ask us to undertake in accordance with the terms and conditions of this agreement as it may be amended or supplemented from time to time. The Association is our client, and no other person or entity.

Initially, you have asked my firm to provide you with assistance relating to the day-to-day operations of the community to which you and I mutually agree as they arise. Our engagement for this initial work, or any future work, does not include providing business, investment, tax, or accounting advice to the Association and we understand that you will rely on others for such advice. You acknowledge that the Association will not be deemed a “client” for any and all legal issues it may encounter, and the firm is not its outside “General Counsel.” Instead, the Association will be deemed a client of the firm only for those legal issues where there is a writing evidencing that the Association requested legal services from the firm and the firm agreed to undertake the representation on the matter.

Additional Undertakings. If our firm is asked to perform any additional work beyond the scope of this initial engagement, and if the firm agrees to undertake that work, then the firm will perform that work upon the same terms as stated in this agreement, unless we have agreed in writing upon a supplement to these terms. We may limit, expand or clarify the scope of any future representation of the Association from time to time, provided such change or clarification is reflected in a writing by our firm. Depending on the nature of future work you ask us to perform, it may be necessary for the firm to open a new matter with its own billing number, particularly if you want the billing separated from other work we may be performing for you. You agree to provide us the names of all the parties involved in any future assignments so that we may undertake a proper conflict check before we start work on the new assignment. Unless agreed in a writing the firm has not agreed to provide any services for any court proceedings, arbitrations, appeals, bankruptcies, or post-judgment proceedings connected to this matter.

For this, or any matter in the future, if we agree to represent you in any adversarial proceeding, our obligations would not extend to representing you in ancillary proceedings, such as appeals, bankruptcies, or post-judgment proceedings. Such ancillary proceedings will generally require a separate agreement between us. As examples: if we agreed to represent you in an administrative hearing, that does not mean we also agreed to represent you in an appeal; and if we agreed to represent you at the trial court level, that does not mean we also agreed to represent you at an appellate level. All levels of representation must be agreed upon between us.

Prior Works. To the extent this matter or any subsequent legal work you refer to us involves a legal challenge to our firm's prior advice to you, or involves a document in which we had a role drafting, you have the right to seek a second legal opinion to review the claim to ensure that you are comfortable that while defending our prior work, this firm is acting solely on behalf of your best interests.

Client Responsibilities. You agree to pay our invoices as provided below. You must also cooperate with us and provide complete and detailed information when requested. You agree to keep us informed of any changes in your contact information or other relevant changes regarding the Executive Board, Manager, or designees.

Fees and Expenses. Our fees will be based on the hourly billing rate for each attorney and legal assistant who may work on your matter. Our billing rates for attorneys currently range from \$210 per hour for associates to \$675 per hour for senior partners. My hourly rate currently is \$480. The hourly rate we charge for paralegal assistance currently ranges from \$125 to \$280 per hour. The hourly rate for my assistant Kelly Rosenthal, who may participate in your matter, is currently \$225. These rates are subject to adjustment on an annual basis to reflect changes in the levels of experience of our attorneys and legal assistants and economic factors affecting the firm.

We will include in our billings, expenses we incur on your matter. Examples of expenses include photocopying, delivery service, computerized research, authorized travel, long distance phone calls, faxes, marshal fees, search and filing fees. Our representation of you may involve the assistance of outside consultants, experts or service providers such as court reporters. These type of expenses must be paid directly by you. If you are unwilling or unable to make satisfactory arrangements to pay the additional costs of such services, we may not be able to retain such services, even if your matter would benefit therefrom. All expenses are in addition to, not included within, our fees including those in the standard schedule attached to this letter.

Billing. The firm will send you monthly invoices for its services. If there is more than one client, you will each be jointly and severally responsible for the payment of our invoices. The firm will charge interest at the rate of 1% per month (12% per annum) on any bills that remain unpaid for more than 60 days. After 60 days, we reserve the right to cease performing services for you, and to seek to withdraw our representation in any court proceeding, until satisfactory payment arrangements have been made.

No Conditions Upon Firm's Charges. It is expressly understood that your obligations to pay the firm's billings is not contingent upon: (a) the ultimate resolution of your matter; (b) the amount of money that is in dispute; or (c) the amount of any recovery you receive. It is not uncommon for judges to award creditors only a portion of the attorney's fees and expenses they claim, and your obligation to pay our billings is not dependent on the amount you may be awarded.

Opinions and Beliefs. By entering into this agreement, you acknowledge that the firm has made no promises or guarantees concerning the outcome of your matter. The outcome of any legal matter, especially negotiations or litigation, can be subject to numerous tangible and intangible factors, rendering predictions impossible. During the course of our representation, we may offer you advice and recommendations. Any statements we make, however, must be considered an expression of opinion only, based upon information available, and should not be construed as a promise or guarantee.

General Conflicts. As you might expect, our firm represents clients throughout the State of Connecticut, including municipalities, boards of education, companies, individuals, borrowers, lenders, financial institutions, governmental and quasi-governmental entities and associations that may have interactions with you in civil or criminal matters, totally unrelated to this representation. You agree that we may represent other clients who may be adverse to you in unrelated matters, provided such matters are not substantially related to our work that we have been engaged to handle for you, and so long as we believe our responsibilities to you would not be materially limited due to such other representation.

Insurance Coverage. You may have insurance that provides coverage and/or defense costs relating to your matter. It is your responsibility to review both your current and past insurance policies to determine, among other things, whether any policies may apply to your situation. It is understood and agreed that the engagement of our law firm does not include providing you advice on possible insurance coverage for your matter unless you ask us in writing to undertake such task on your behalf.

The Corporate Transparency Act and Beneficial Ownership Reporting Obligations. Assisting you with your compliance with the federal Corporate Transparency Act (the "CTA"), including beneficial ownership information reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its beneficial ownership reporting requirements and collecting relevant ownership information. If you have questions regarding the applicability of the CTA's reporting requirements or the collection of relevant ownership information for CTA compliance and you wish to engage us to answer your questions or address any such issues, you will first need to enter into a separate agreement with us in writing specifying what assistance we are agreeing to provide.

Electronic Communications. We may communicate with you by letter, facsimile, mobile telephone, e-mail or text. If you object to our using any particular type of electronic

communication, please let us know immediately and we will utilize our best efforts to honor your request.

Preservation Obligations. You should immediately take steps to preserve any information or documentation, whether in electronic or hard-copy form, that may relate to any litigation concerning the matter or matters for which we will be retained. This includes preventing the deletion of electronic files and communications, such as e-mails, draft work products, correspondence, audio files, video files, calendars and memos – all of which must be preserved in their native formats - including such information contained on electronic devices. Please contact me if you have any doubt or concern about whether or how to retain documents and other information.

Electronic Technology. The firm uses various technologies, including e-mail and third party cloud-based services, to store documents, e-mails, video, and other data, and to exchange the same with our clients and others. We communicate with our clients by e-mail, facsimile, (mobile) telephone, video, or text. We may also obtain your execution of documents by a variety of remote video conference options. Some of the hosting technologies for these methods of communication reserve the right under limited circumstances to review the content of the communications on their systems. Both the terms of their conditions of use and the general acceptance of these methods of communications by the legal profession lead us to conclude that the risk of disclosure of your confidential communications with us by using these technologies is minimal, but you should be aware of such risk. Further, it is the firm's policy to recommend email rather than text messages to preserve the attorney-client privilege in communications with clients. You acknowledge the risk of unsecure communications through text messaging. By engaging our firm, you consent to our using these technologies to represent you. Due to the prevalence of fraudulent communications, you should orally confirm all wiring instructions with the contact person whom you know for your matter. Please be particularly suspicious if you receive any communications seeking to change previously arranged and confirmed wiring instructions.

Records Retention. Unless we have otherwise agreed with you in writing, we reserve the right to determine what a "reasonable time" will be, to retain your records after the conclusion of our representation.

Termination of Engagement. Either you or the firm may terminate our representation of you at any time, by written notice, subject on our part to the Connecticut Rules of Professional Conduct. If you terminate our services, you agree to promptly pay all outstanding fees and expenses. You also agree to pay our fees until such time as any required Motion to Withdraw is granted. The firm reserves the right to terminate your engagement of us if you do not honor this engagement letter, including not paying your bills.

Choice of Law, Venue and Fee Dispute Resolution. The engagement of the firm for this or any subsequent matter shall be governed by the laws of Connecticut. Should there be any

dispute about the firm's representation, the exclusive venue for the resolution of any such controversy shall be a court of competent jurisdiction within Connecticut. Notwithstanding the foregoing, should any dispute arise over the firm's fees or expenses, or any guaranty thereof, then such dispute shall be resolved by binding arbitration in accordance with the Fee Dispute Resolution Program of the Connecticut Bar Association, found at www.ctbar.org. If this is a commercial matter, you and any guarantor acknowledge the firm shall be entitled to recover its reasonable attorneys' fees and expenses to collect its invoices, whether through court or arbitration proceedings.

This letter agreement contains the entire agreement between you and Pullman & Comley, LLC regarding the requested representation and the fees, charges and expenses to be paid. If you agree with the terms of this letter, then please return a signed copy of this letter by mail, or by e-mail with a PDF attachment to my attention at ajc@pullcom.com. If you have any questions or comments about anything described in this letter, please do not hesitate to call me. On behalf of Pullman & Comley, LLC, I look forward to assisting you.

Sincerely,



Adam J. Cohen

CONSENT TO REPRESENTATION ON STATED TERMS

The undersigned hereby approves and consents to each of the terms and conditions stated above.

3300 Park Avenue Condominium Association, Inc.

By: _____

Its: