



Gerry Orseck
1924 State Road 52
POB 469
Liberty, NY 12754

Re: Termination of Services

September 12, 2005

Dear Mr. Orseck,

We retained your services on May 16th. At that meeting, you told us that you would have the debtor in possession removed from our property (The Meadows, in Fosterdale) in two weeks! We realize that may have been an exaggeration on your part, but felt that you had a grasp of the urgency. You stated emphatically that our previous counsel's representation bordered on incompetence if not outright malpractice. You continued to malign David Carlebach's efforts (previous counsel) and you drafted a letter to him for us to sign. We did so with reservations, but felt that as our new counsel, we needed to closely adhere to your recommendations. You told us that David Carlebach should never have retained funds from the Use & Occupancy payments. You have done exactly that. You retained substantial funds paid by the debtor for use & occupancy. As we have already paid you in excess of \$22,000.00, we have yet to receive a bill in compliance with your retainer agreement, paragraph 10.

"This was a fun case!" Your closing remarks from the transcript of the July 20th hearing. We can assure you that this has not been "fun" for us. From the very beginning, our instructions to you were simple, and have always been, "get the stay lifted, and our property returned to us." Yet, in defiance of your own retainer agreement, you not only failed to follow our instructions, but you usurped our right to refuse a settlement proposal, and also to our day in court. Furthermore, you failed to keep us properly advised, and to provide us with important documentation as per your retainer agreement. (Letters, transcripts, verbal, etc that have since come to light through alternative sources.)

You didn't even educate yourself with the materials that I provided for you from David Carlebach. Most particularly, the transcripts from Judge Blackshear's rulings. This came back to bite us when you were obviously unprepared at the July 20th hearing. **That very same hearing we had been eagerly awaiting, and yet you deceptively advised us had been adjourned "Because the judge said he wasn't prepared for so many witnesses and needed to allocate a bigger**

chunk of time.” You did nevertheless, appear in court with a witness, and also with those whom you had subpoenaed. You exacerbated the deception by not revealing to us (nor to our corporate counsel, Dan Scher) for nearly two weeks after the fact, that a hearing had in fact taken place. (August 5th, we received a Fedex from the debtor’s attorneys confirming our suspicions. I emailed you on that date but have yet to receive any acknowledgment.) In a conference call with Dan Scher, you continued to deny the fact that you had settled the case at the July 20th hearing. The transcript proves otherwise. Also, in that same conference call, you related certain findings to us that have since been contradicted and/or unsubstantiated by the transcript.

At approximately noon (lunchtime) on July 20th, you called us on your cell phone and stated that you and Dan had discussed our case, and that, “Dan agrees; the maximum settlement is about \$300,000.00.” (For the record, Dan tells us that this was never his position.) When I replied that was “unacceptable, just get our property back,” you abruptly hung up with no comment. (*The timing of your call to us coincides with the time in the transcript allocated for ‘lunch’ and supports our assumption that you were apparently complicit with the debtor’s attorneys.*) Your office staff told me that they were unable to reach you, and you remained inaccessible to us for days thereafter.

Between 5:00pm-6:00pm on July 20th, when I finally spoke with your son, Kirk, he congratulated us on a settlement for \$300,000.00. I told him that I had been urgently attempting to reestablish communications with you and to please be sure that you fully understood that we did not agree to a settlement. Contrary to your own denials in subsequent conversations, and evidenced by court transcripts, you **did** return to hearings after lunch, and you **did** accept a settlement that ran counter to our instructions.

Dan Scher had made it clear to you on several occasions that he was prepared to assist you in any conceivable manner. We were denied the expertise of the very counsel who had been there from the beginning, and who would have brought clarity to any of the issues about which you, and the court had expressed confusion. We can only conclude that it was a deliberate and ill-fated decision on your part to go it alone, without the benefit of co-counsel, and without your client being present.

You did not cross examine Jack Lefkowitz about fraudulent schedules, or perjured statements, and false allegations, since according to the transcript you were unprepared. Statements like: “It’s difficult to cross examine because I really don’t understand the answer to your question.” The judge admonished, “sometimes you have to know just to sit down.” Furthermore, your subpoenaed witnesses were pretty much redundant since you neither examined nor cross examined them.

You were consistently unavailable to us. You failed to keep appointments with us that **you** had scheduled for early morning. Twice, upon our arrival, your staff apologized, and advised us that you were “out of the office” and would reschedule. Often you would not accept our telephone calls. Nor would you return them. You were also unavailable and unresponsive to our corporate counsel, Dan Scher. The very first hearing in NYC, which you should have confirmed, we drove 250 miles only to find that it had been rescheduled.

We feel that not only have you **1)** failed to adequately represent our best interests, but more specifically, **2)** you deliberately deceived us about factual issues. **3)** You failed to keep us reasonably informed. **4)** You failed to copy us with letters and filings. **5)** You negotiated a settlement that ran counter to our instructions, and **6)** Your charges as we understand them, are not in compliance with your own retainer agreement.

We cannot understand why you have done this to us. Therefore, effective immediately we are discharging you as counsel.

Extremely Disappointed,

Irene Griffin (Managing Member, Helen-May Holdings, LLC)