

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

IN RE: THE ESTATE OF
RUBY G. MARKS, DECEASED

)
)

Case No.: PR-2014-000262

AFFIDAVIT OF JOSEPH C. SOMMA

STATE OF ALABAMA)
)
SHELBY COUNTY)



20160104000003020 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
01/04/2016 04:18:05 PM FILED/CERT

Joseph C. Somma, being first duly sworn, deposes and says:

My name is Joseph C. Somma. I am over eighteen years of age and am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

On January 20, 2014, John W. Marks signed a fee agreement with me, as an attorney, along with my new law partner, J. Allston Macon, III, to represent him, as a result of the death of his mother, Ruby G. Marks and her resulting estate. Mr. Marks requested that we file an action to have him appointed Personal Representative of the estate of Ruby G. Marks. As a result, my firm undertook representation of Mr. Marks and petitioned this court to appoint him the personal representative. After preparing for and attending the hearing before this Court, at which time Mr. Marks was appointed personal representative I began performing duties to administer the estate. I met with Mr. Marks on numerous occasions, including at the subject property, to determine an inventory of the contents of the estate. This involved numerous meetings with Mr. Marks and physically inventorying the contents by hand, including documents and personal possessions. During the inventory it was determined that the estate owned two pieces of property. The land upon which Ms. Marks resided, which consisted of 49 acres, located in Shelby County Alabama and a commercial property in Florida. As a part of our representation of the estate, we consulted with real estate developers and real estate agents to determine the best use of the property to recover the most money for the estate from the sale. It was determined that

no developers were interested in the property because the topography would not allow residential construction.

After it was determined that the property could not be purchased by a developer, a real estate agent was hired, on behalf of the estate, by Mr. Marks to list the property on the open market. Mr. Marks signed a real estate listing agreement on April 15, 2015 with Marsha Bates on behalf of the estate, and the property was listed on the marker.

On July 9, 2015 John Marks was discovered to have died at the home.

On August 3, 2015, Marsha Bates received an offer on the property from a neighboring landowner, Gordon Morrow, in the amount of \$257,850.00 cash, in response to the real estate listing. The expressed intent of the purchaser was to add to the total amount of his land, located next door, and that he was very interested in the purchase. There have been no other offers on the property.

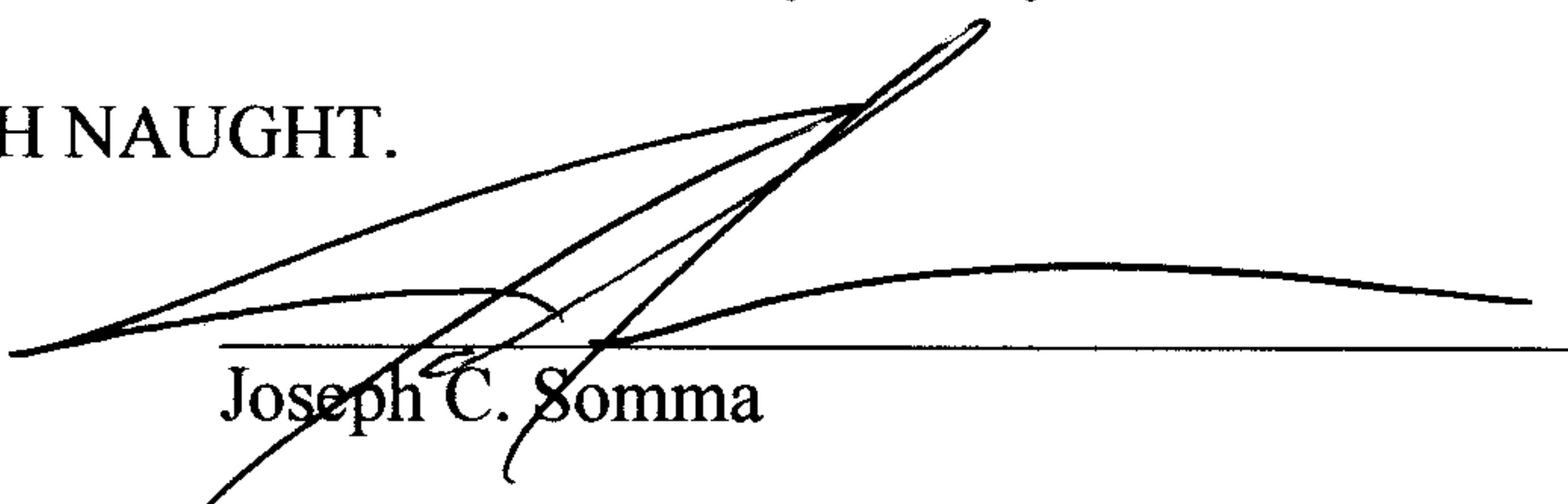
After receiving the offer, our firm became aware that Deanna Goins was seeking to become appointed as the successor personal representative for the Estate of Ruby G. Marks. I contacted Deanna Goins at that time to relay the offer to her as successor personal representative and later her attorney, Mike Trucks. After being informed of the offer, Deanna Goins initially agreed to the sale and was prepared to make a counter but did not do so at that time. Deanna Goins then became contentious with myself and declared that she would obtain an appraisal before responding to the offer on behalf of the estate. Approximately a month and a half later in early December, Deanna Goins decided she would respond to the offer on behalf of the estate. A counter offer of \$315,000.00 was made and the potential purchaser, Gordon Morrow responded with another counter in response and a final sales price of \$290,000.00 was reached between the parties.

The sale is pending but has not closed due to the requirement by the title company that this Court issue an order authorizing the sale of the property on behalf of the estate.

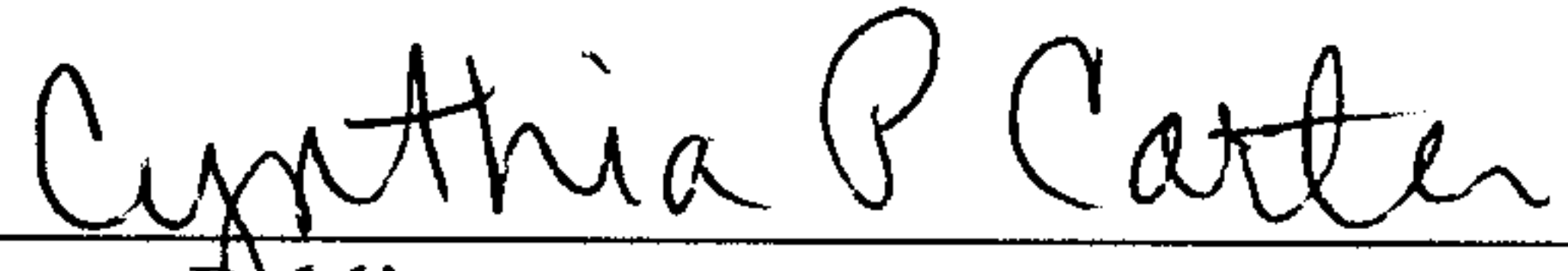
I spoke with Deanna Goins on numerous occasions in an attempt to facilitate the sale of the property and obtain a response to the offer, which I did not receive. I also discussed with her on several occasions a settlement of my attorney's fees that would come from the sale of the property as well as those for the administration of the estate. I have worked closely with the real estate agent, Marsh Bates, to assist in any way to facilitate the closing on behalf of the estate. To date, Deanna Goins has refused to cooperate with my firm in the sale of the property. Specifically, Deanna Goins is unwilling to pay the legal fees for the work I performed for the estate and securing the pending sale of estate property. I have worked with both Deanna Goins and her attorneys to reach a resolution of the fee issue but she is unwilling to pay.

My fee agreement with John Marks, on behalf of the estate was for a flat \$4,500.00 for administering the estate and 5% of any real estate sales. The sale of the subject property at \$290,000.00 would result in a fee of \$14,500.00 from the sale. I spent a great deal of time with my client, Mr. Marks, in order to help him in every aspect of the estate and had a long term attorney client relationship with Mr. Marks prior to this matter. We performed a careful and thorough inventory of the estate and papers had already spent a great deal of time working with Mr. Marks and securing a buyer for the property at issue. I am claiming the total of the \$4,500.00 attorney's fee plus the \$14,500.00 (5%) for a total of \$19,000.00 in fees for the work I performed handling the estate and effectuating the sale of the property. The fees that I charged are reasonable and necessary in the administration of an estate in Shelby County.

FURTHER, THE AFFIANT SAYETH NAUGHT.


Joseph C. Somma

Sworn to and subscribed before me on this the 4th day of January, 2016.


Cynthia P. Carter
Notary Public

My Commission Expires

**My Commission Expires
May 3, 2017**



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SOMMA & MACON, P.C.

ATTORNEYS AT LAW

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EMAIL: JCS@JCSPC.COM

January 20, 2015

Via Client Meeting

John W. Marks
2828 Mimosa Road
Leeds, Alabama 35094

Dear Mr. Marks:

We appreciate very much your engagement of our firm to work with you in regard to administering and "probating" your late mother's estate (collectively the "Matter"). This letter summarizes our relationship in connection with my representation of you and it outlines the types of services we anticipate performing and the basis upon which we will charge for those services.

We currently understand that you wish for us to represent you as the appointed Personal Representative of the Estate of your late mother, Ms. Ruby G. Marks. We also understand that you wish us to handle the placement of the real properties with a real estate agent and handle all aspects of the administration of said Estate and provide you with general legal advice in connection with the Matter and all Matters relating to the administration of and closure and distributions of the said Estate of your late mother. We will charge you a flat fee of \$4,500.00 (to be paid from the Estate upon the closure of matter) and a percentage of five percent (5%) of the sale price of any and all real property of the Estate (to be paid at the time of closure of said Estate). This fee arrangement does cover our time and the expenses for all matters relating to our representation of you in your capacity as the Executor/Personal Representative of the Estate of your late mother.

We will rely upon, as factually correct in all material respects, all statements, documents, and agreements provided by you or on your behalf, and you acknowledge that such reliance is justified.

As is appropriate in any professional relationship, you may terminate our engagement at any time upon reasonable notice and payment for services rendered prior to the effective time of such termination. We also retain the right to terminate this engagement upon reasonable notice to you, subject to our ethical obligations to you. We believe that it is essential that both parties feel completely comfortable and confident with one another in these types of engagements.

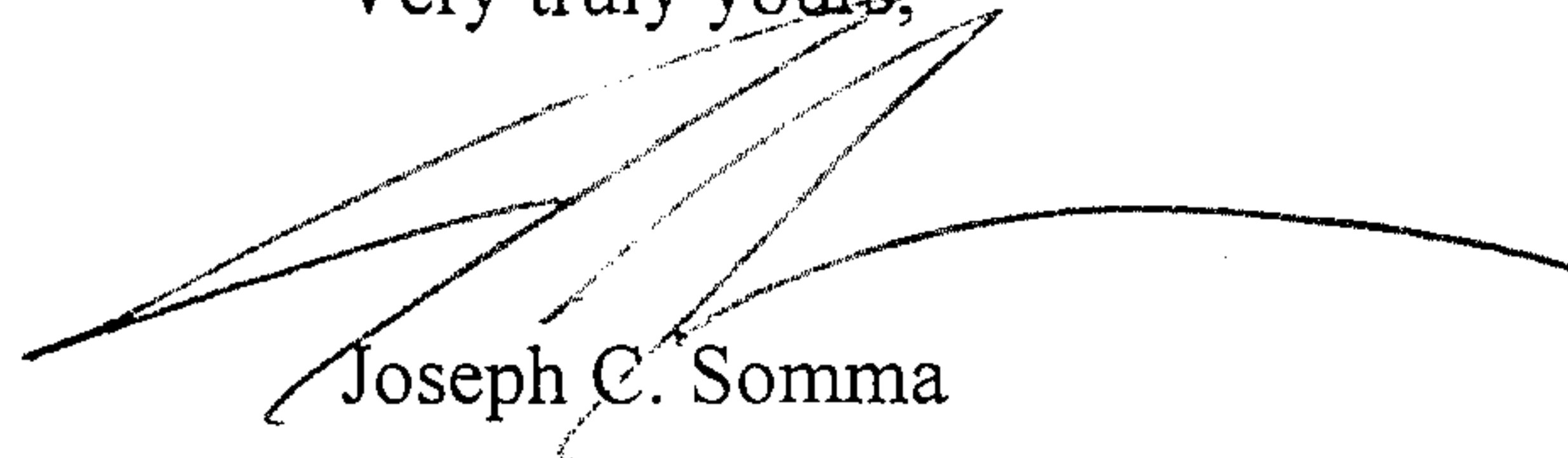


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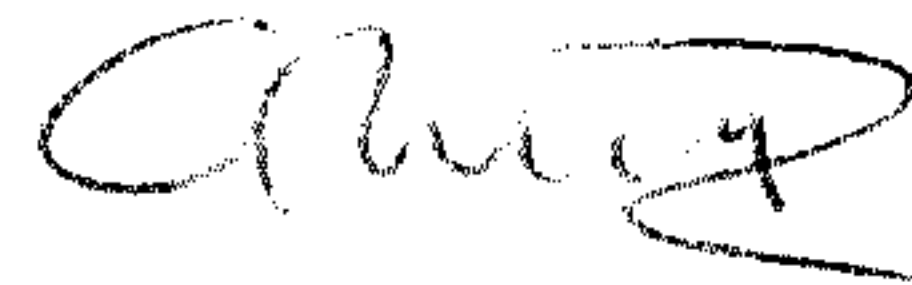
A handwritten signature in dark ink, appearing to read "J. Marks", written in a cursive style.

If the foregoing is acceptable to you, please sign this letter agreement where indicated below and return the original to our office. Please make a copy of this agreement for your records. We am very pleased to have been asked to work on your behalf. Please call us if you have any questions, disagreements, or concerns with any part of this letter agreement.

Very truly yours,

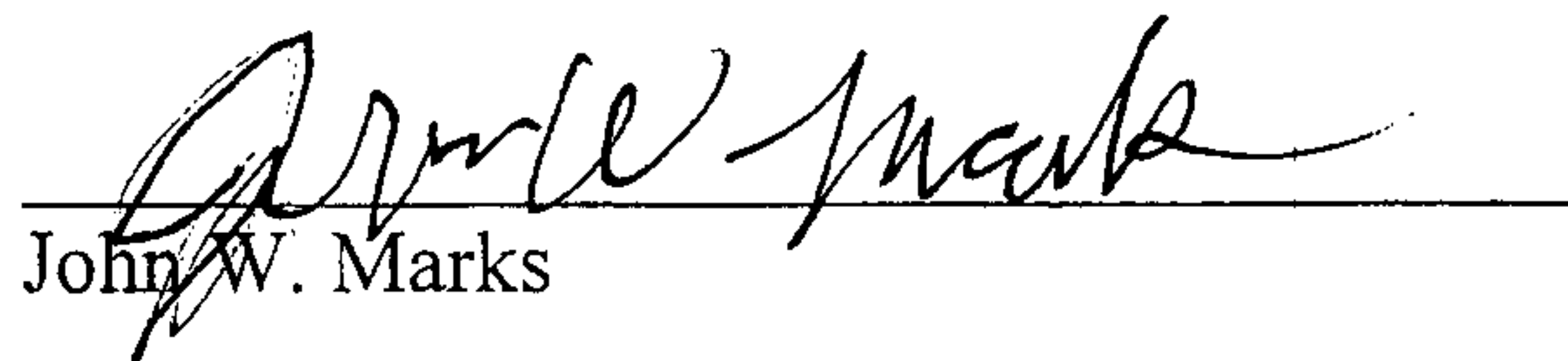


Joseph C. Somma



J. Allston Macon, III

Acknowledged and agreed to as of this the 20th day of January 201st by the undersigned.



John W. Marks



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