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March 16, 2012

VIA EMAIL and US MAIL

Leah Marino
 General Counsel
 The Florida Senate
 Suite 409, The Capitol
 404 South Monroe St.
 Tallahassee, FL 32399

e-mail: marino.leah@flsenate.gov

Re: The Florida Senate adv. Florida State Conference of Branches of NAACP, Florida State Association of Supervisor of Elections, Florida Democratic Party, National Council of La Raza, City of Lakeland, Florida and League of Women's Voters of Florida, Inc.

Dear Leah:

Thank you for retaining me and White & Case LLP as counsel to represent **The Florida Senate** on remand from the Court and advising the Senate on how to draw legislative districts that comply with the Court's opinion. We have set forth below the terms of our engagement to act on your behalf. Please acknowledge your agreement to the terms by signing below and returning the signed agreement to this office so that our representation can proceed.

1. **Fees**

We will charge for our services on an hourly basis at the rate we customarily charge for such services at the time they are performed. Those hourly rates for each attorney depend on the experience, expertise and status of that lawyer. **My hourly rate will be \$695.** We may employ other attorneys in the firm to assist in the case. Where appropriate, legal assistants or paralegals may be employed. Fees for such legal assistants' services will also be based upon the hourly rates customarily charged by us to clients at the time those services are performed.

2. **Costs, Out of Pocket Expenses and Disbursements**

In addition to the above described fees, you will reimburse us monthly for our out-of-pocket and office expenses and disbursements as customarily billed by us and paid in

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connection with the legal services performed by us under this Agreement. These include but are not limited to: photocopying, local messenger and intercity delivery service, computerized research, travel (included mileage, parking, airfare, lodging, meals and ground transportation, computer research charges, support staff overtime and word proceeding). We shall also charge you for filing fees, court and deposition reporter fees. In all cases and in the absence of special arrangements, fees and expenses of local or other counsel, experts, investigators, accountants, consultants and other providers of services outside our Firm will be paid by you and will not be our responsibility. We may make arrangements, where we believe it appropriate, to have all or any of the foregoing billed directly to your company for payment to the person to whom those obligations for expenses are incurred. In any case, in the absence of our express written acknowledgment to the contrary, your company shall be solely responsible for the fees and expenses of such persons.

For necessary travel approved in advance by the Senate's contact manager, the firm's personnel will be entitled to receive the same travel allowances that are authorized for state employees under section 112.061, Florida Statutes, and the Manual of the Office of Legislative Services.

3. **Billing and Payment**

We will provide you with monthly statements setting forth the fees, costs and out of pocket expenses payable by you under this Agreement.

Our statements shall be payable upon presentation. In the absence of prompt payment thereof, we shall have the right to cease our representation of you. We will exercise this right, in any case, in accordance with our obligations under the applicable rules of professional responsibility.

4. **Termination and Withdrawal**

You have the right to discharge us for any reason at any time upon the giving of reasonable notice. If we are discharged, all unpaid fees, costs, out of pocket expenses and disbursements will be paid within 30 days of such discharge and we shall be entitled to hold all files and papers in our custody and control until we are paid.

We also have the right to withdraw from representing you in the following circumstances, upon giving reasonable notice to secure other counsel, obtain the approval of a court or tribunal, if that is necessary, and, in any event, otherwise attempting to take reasonable steps to minimize any prejudice which you may suffer by our withdrawal.

- a. If available evidence discloses that the positions you wish us or intend we assert lack factual or legal merit.
- b. If you fail to cooperate in the work necessary to protect your interests.
- c. If you breach this Agreement by nonpayment of our fees, disbursements and out of pocket expenses and have not cured that breach after notice from us.

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d. If for professional or ethical reasons, we cannot or should not in our opinion proceed with the representation.

If we elect to withdraw, you will (a) take all steps necessary to complete our withdrawal and (b) pay the outstanding and other fees, disbursements and out of pocket expenses due or to become due us.

Notwithstanding the foregoing, we will act consistently with Rule 4-1.16(b) of the Florida Rules of Professional Conduct.

5. **Scope of Representation**

Unless otherwise stated in this Agreement, our sole client for purposes of the Representation is **the Florida State Senate**. In other words, we do not by reason of this engagement represent any individual Florida State Senators, the Florida House of Representatives, individual State Representatives, the Florida Legislature, the State of Florida, or any agency, subdivision, or instrumentality of the State. As a consequence of the foregoing, we may represent another client with interests adverse to or different from anyone mentioned above other than the entity to which this Agreement is addressed.

6. **Conflict of Interest**

White & Case is a global law firm numbering over 2,000 lawyers in 23 countries. It is possible that during the course of this Representation or any other representation by the Firm, other clients or new clients may ask White & Case to represent those clients in asserting or protecting interests which are adverse to or different from yours. This may include representations against the interests of other entities or persons which or whom you may consider to be a client of the Firm if it undertakes the Representation. These may or shall constitute conflicts of interest which could prevent or otherwise inhibit the Firm's ability to represent those clients or new clients or you or related entities or persons. Given that possibility and in order to be fair to those others and you, as a condition to our undertaking this Representation, it is agreed that we may continue to represent or undertake to represent existing or new clients, including in litigation or arbitration and any other matter regardless of its magnitude or other importance. These matters may include any of the following without limiting the generality of the foregoing and notwithstanding the magnitude of the matter or its significance: any kind of commercial transactions, matters involving bankruptcy including claims, intellectual property or commercial litigation, matters involving regulatory or other agencies of a national, state or local government, and matters involving the making of bids or offers competitive with those you are making (but always subject to the institution of an ethical screen as detailed below).

We request that before agreeing to the above waiver and consent, you consider its consequences as well as your rights concerning the confidences, secrets and other information which will be disclosed to the Firm in the course of this representation as well as any concerns you might have as to its effect on the zealotry of White & Case's representation of and loyalty to you and the related entities or persons as a client. We encourage you to consult with independent counsel regarding the consequences of this requested waiver and the advisability of you signing it.

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To ensure that neither the zealotness of the Firm's representation and loyalty would be affected nor your confidences, secrets or other information disclosed, if the Firm undertakes representation of clients with interests adverse to yours, White & Case will create appropriate ethical screens.

Notwithstanding the foregoing, in the absence of your consent, the Firm shall undertake no new such representation which has a substantial relationship to the matters or issues presented in this Representation other than the making of competitive bids or offers as described above and which is adverse to your interests or those of related entities or person. Nor shall the Firm act adversely to your interests on any matter in which as a consequence of its prior representation of you, it had access to confidential information belonging to you which could be used to your disadvantage.

The Firm sincerely hopes that it will not be necessary in the future to rely upon this advance waiver and looks forward to being of service to you. White & Case trusts that you understand the need for this waiver given our global practice and the numerous and diversified clients the Firm represents in its various offices.

7. **Confidentiality**

Under applicable rules of professional responsibility, the Firm is obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if we have such information from another client, we cannot disclose it to you even if that information is relevant to your representation.

8. **Document Retention and Ownership**

All drafts, research notes or memoranda or the like produced by us in the course of this representation shall remain the sole property of the Firm.

To the extent that any documents, correspondence, factual memoranda or the like are produced by or transmitted to us, you shall have the right to request and receive from us those items at any time for a period of 18 months after conclusion of the representation unless the law mandates a less limited period. At the conclusion of that 18 month period, or whatever period is otherwise mandated by law, we shall have the right at our discretion, but not the obligation, to either deliver those items to you or destroy the same.

9. **Conclusion of Engagement**

Please be advised that if we do not receive additional assignments within 90 days of the conclusion of the last assignment for which you have engaged us, we will consider our attorney-client relationship to have been terminated upon the completion of the specific services you have engaged us to perform. If you later retain us to perform further or additional services, the attorney-client relationship will recommence, subject to these and any supplemental terms of engagement that we may agree upon at that time. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a recommencement of an attorney-client relationship. We undertake no obligation to inform you of such developments in the law unless you have engaged us in

writing to do so. Our consenting to be a party notified under agreements or other instruments on your behalf shall not alone constitute our being considered as your attorneys notwithstanding such consent.

10. **Confirmation of this Agreement**

To confirm your agreement to the foregoing terms, please sign below in the space provided on the enclosed copy of this Agreement together with the agreed retainer. Please also understand that we assume no responsibility for the above representation until we receive the signed copy of this letter and the retainer.

11. **Miscellaneous**

Any Dispute arising under this agreement will be resolved pursuant to Florida law. Venue of any action relating to this agreement shall be in circuit court in Leon County, Florida.

We look forward to working with you and appreciate the opportunity to be of service. Feel free to call me or email me if you have any questions.

Sincerely,



Raoul G. Cantero
White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, FL 33131-2352
Telephone: 305-995-5290
Facsimile: 305-358-5744
email: raoul.cantero@whitecase.com

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AGREED:

**Mike Haridopolos, in his official Capacity
as President of the Florida Senate**

By: Mike Haridopolos by (initials)
Title: President
Date: 3/21/12