

July 21, 2020

Jamie A. Wolgemuth, Chief Clerk  
Lebanon County Commissioners  
Room 207, Municipal Building  
400 South 8<sup>th</sup> Street  
Lebanon, PA 17042-6794

Re: Engagement for Trump et. al. Litigation in Western District of Pennsylvania and  
for Pennsylvania Democratic Party et. al. Litigation in Commonwealth Court

Dear Ms. Wolgemuth:

Thank you for retaining Babst, Calland, Clements and Zonnir, P.C. ("**BCCZ**") to jointly represent the County of Centre ("Centre") on the one hand, and the counties identified on Exhibit "A" (collectively, with Centre the "Counties") with respect to the litigation filed in the United States District Court for the Western District of Pennsylvania titled Donald J. Trump for President, Inc. et. al. vs. Kathy Boockvar et. al, and docketed to Civil Action 2-20-CV-966 and the litigation filed in the Commonwealth Court of Pennsylvania titled Pennsylvania Democratic Party et. al. vs. Kathy Boockvar et. al, docketed to 407 MD 2020 (collectively, the "Litigation").

Pursuant to the Rules of Professional Conduct applicable to all attorneys who practice law in the Commonwealth of Pennsylvania, we must communicate in writing the basis of the fee that we will charge to undertake the Litigation. The purposes of this letter are to provide the Counties with information about our services and how they will be billed for legal services; and, because of our joint or common representation of the Counties, to explain and address **certain** actual and potential conflicts of interest that might arise as a result of this legal engagement.

The charges for our services will be based upon current hourly rates of personnel performing such services. Our attorneys' current billing rates range from \$160.00 to \$705.00 per hour, depending on the expertise and experience of the attorney performing the service. Attached as Exhibit "B" is a rate schedule identifying the attorneys who will likely be performing work on the Counties' behalf.

The hourly rates quoted herein are subject to change. Generally, our billable rate structure is reviewed annually and any changes made are usually effective as of January 1. I do not anticipate that any of the hourly rates quoted above will change before January, 2021.

On a monthly basis, our business department will provide the Counties with computer-prepared itemized statements of services and disbursements on a prorata<sup>1</sup> basis. The Counties will be billed, also on a prorata basis, for out-of-pocket expenses and other disbursements that we incur on their behalf, including, without limitation, filing fees and express mailings and postage. Please note that BCCZ may require direct payment of certain large expenses upon notice. If you have any questions concerning any items appearing on any of our bills, please do not hesitate to call me directly. For the avoidance of doubt, because this is a joint representation, the BCCZ invoices will be directed to the Counties for their respective prorata shares, and each of the Counties shall be jointly and severally liable for the prorata payment of such invoices to BCCZ.

Our bills are payable upon receipt, and we reserve the right to charge interest at a rate of 1.5% per month (or the maximum rate permitted by law, if less) on any balance remaining outstanding after thirty (30) days. In the event that our bills are not paid on a timely basis, we reserve the right to suspend performance of services until satisfactory payment arrangements are made, or if necessary, to terminate the provision of services.

BCCZ is not requiring a retainer at this time; however, if circumstances warrant, we reserve the right to request a retainer in the future jointly from the Counties. We reserve the right to condition further work being performed to prompt payment of fees, or, if requested by us, the ongoing payment and replenishment of a retainer. In the event that our bills are not paid on a timely basis, or if the retainer is not provided or replenished when requested, we reserve the right to suspend performance of services until satisfactory payment arrangements are made, or if necessary, to terminate the provision of services.

In the event our firm provides, or is asked to provide, an estimate or budget of anticipated fees or expenses, the Counties understand that the estimate or budget is not a guarantee of the maximum fees or costs for which they will be responsible (unless a project is being performed on a not-to-exceed alternate pricing model). Fees and costs in excess of the estimate or budget may be incurred, and if incurred and billed must be paid (unless a project is being performed on a not-to-exceed alternate pricing model).

The Counties agree to cooperate fully with our firm in the handling of this matter on their behalf.

Our firm typically uses electronic mail ("e-mail") to provide efficient and cost-effective legal communication. It is possible that confidential e-mail sent via the Internet could be intercepted; however, opinions issued by the American Bar Association and the Pennsylvania Bar Association indicate that the use of e-mail does not pose a risk of loss of privilege or confidentiality different from that associated with the use of telephone, U.S. mail or fax. We understand that the Counties consent to our communication via unencrypted e-mail, but if you would prefer that our firm not use e-mail to communicate with you in some or any circumstances, please advise me.

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<sup>1</sup> The fees and costs will be divided equally among the Counties who engage our services as identified in Exhibit "A" which will be updated to all parties as participants join in the engagement.

Our firm makes no guarantees or warranties, express or implied, regarding this matter or its outcome.

**BCCZ will be undertaking a joint representation of the Counties with respect to its activities relating to the Litigation.** As we have discussed, you should carefully, deliberately and thoughtfully understand the risks and benefits of a joint representation before entering into one. We have spoken at great length to the Counties (and their principals) about the inherent actual and potential conflicts of interest that do or may exist with respect to a joint representation. At present, there does not appear to be any difference of opinion among the Counties with respect to the basic goals and strategy for the Litigation. However, on further consultation with you, it may turn out that the Counties (or some of the Counties) have differing opinions regarding the goals and strategy for the Litigation, or regarding the means by which the representation will be carried out. Should this occur, we will apprise the Counties of any such conflict or potential conflict so that each can decide whether it wishes to obtain independent counsel. If we or any one of the Counties determine that there are material differences on one or more issues that cannot be resolved amicably between the Counties, you and we agree to discuss whether the conflict can be resolved through additional contemporaneous consents by the Counties, or whether we must withdraw from representing some or all of the parties.

Multiple or joint representation may result in economic or tactical advantages. You should be aware, however, that multiple or joint representation also involves significant risks. Multiple or joint representation may result in divided or at least shared attorney-client loyalties. Although we are not currently aware of any actual or reasonably foreseeable adverse effects of such divided or shared loyalty (other than those inherent in the joint representation itself), it is possible that issues may arise as to which of our representation of you may be materially limited by our representation of the other parties in the Litigation.

Because we have an equal duty of loyalty to each of the Counties, we must inform you that all information relevant to the Litigation will be shared and that we may have to withdraw from our representation of some or all of you if one of you requests that information material to the representation or Litigation should be kept from the other.

Notwithstanding the above, we must also disclose to you that we have represented in the past and do currently represent Centre in other unrelated business activities. The purpose of this paragraph is to explain to you certain consequences of our jointly representing Centre and the Counties, and to seek your consent to that continued representation of Centre. If, as to the Litigation during the course of this representation, we perceive any conflicting or differing interests between Centre and the Counties, and we determine that we cannot continue representing both Centre and the Counties, we will withdraw from representing the Counties and will endeavor to continue representing Centre if permissible under the controlling ethical rules. We ask the Counties (after obtaining independent counsel if they desire), to waive to the maximum extent permitted by applicable law and by applicable ethical principles, any right the Counties may have to disqualify BCCZ or object to our continued representation (a) of Centre in the Litigation, and (b) of the Centre in other unrelated matters. By signing and returning to us this letter, you will consent to such arrangement and waive any conflicts regarding this arrangement. Notwithstanding such

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**waiver and consent, and depending on the circumstances, there remains some degree of risk that BCCZ may be disqualified from representing both Centre and the Counties with respect to the Litigation in the event of a dispute.**

**Because the interests of the Counties may become inconsistent, under the ethical standards discussed below we are required to bring this matter to your attention and to obtain the informed consent of all parties relating to the Litigation before representing you in the Litigation.**

**Accordingly, we request that you signify your informed written consent by signing and returning this letter to us. We encourage you to seek independent counsel regarding the import of this consent, if you so desire, and we emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign the consent set forth below.**

If the foregoing is not in accordance with your understanding of the terms of our engagement in any respect, please contact me so that we may address your concerns promptly.

Very truly yours,

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, P.C.

By: Elizabeth A. Dupuis  
Elizabeth A. (Betsy) Dupuis, Esquire

c. Steven B. Silverman, Esquire

Accepted and agreed to this 23rd  
day of July, 2020

NAME

By: [Signature]  
Title: Chief Clerk  
Name: Jamie A. Wolgemuth

EXHIBIT "A"

Counties Participating in Representation:

Armstrong  
Bedford  
Blair  
Centre  
Columbia  
Dauphin  
Fayette  
Indiana  
Lackawanna  
Lawrence  
Mercer  
Montour  
Northumberland  
Venango  
York

Counties that may be participating in Representation at this time:

Cameron  
Lebanon

EXHIBIT "B"

Rates of Attorneys Working on the Matter

Steven B. Silverman, Esquire, Shareholder	\$420.00
Krista-Ann M. Staley, Shareholder	\$300.00
Elizabeth A. Dupuis, Esquire, Shareholder	\$240.00
Sean Keagan, Esquire, Associate	\$255.00
Jessica Barnes, Law Clerk	\$185.00