

December 1, 2021

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Brownie W. Newman  
Chair - Buncombe County Board of Commissioners  
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RE: Engagement for Legal Services

Dear Mr. Newman,

We are pleased you have asked the firm to serve as counsel to the Buncombe County Board of Commissioners. At the outset of any engagement, we believe it is appropriate to confirm in writing the nature of the engagement and the terms of our representation, and that is the purpose of this letter. If you have any questions about this letter or any of its provisions, do not hesitate to call. Otherwise, this letter and the enclosed Standard Terms of Representation will constitute the terms of our engagement. Again, we are pleased to have the opportunity to serve you.

***Client.*** Buncombe County Board of Commissioners (the “County”) will be our only client in this matter.

***Scope of Engagement.*** Our representation will be limited to the specific matters described in this paragraph. The County is engaging us to represent it, and we agree to represent it to provide advice and drafting of an appropriate resolution regarding the Buncombe County Board of Commissioners Electoral Districts (hereinafter referred to as the “matter” or “engagement”).

As part of the engagement, and for the convenience of the County, the Firm will engage professional demographer Blake Esselstyn (“Demographer”) to analyze census data for the County. As we have discussed, the Demographer will work independently of the Firm in analyzing the County’s demographic data, while the Firm will only be responsible for providing legal advice in connection with the electoral districts. The County has reviewed the Demographer’s background and credentials and is satisfied that the Demographer has the skills and background necessary to perform the work described herein. The Firm will not be responsible for reviewing the Demographer’s work in analyzing the demographic data.

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The Firm will only be responsible for providing the County with legal advice and drafting of a resolution concerning its electoral districts.

As we have discussed, and the County understands, given the inherently political nature of redistricting, the Firm guarantee that there will be no litigation should the County decide to engage in redistricting. This engagement does not include the Firm representing the County in any litigation related to a redistricting plan. Any litigation will need to be handled by a separate engagement or by separate counsel of the County's choice.

***Nature of Relationship.*** Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this engagement, our ongoing handling of this legal matter, or about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, we invite your inquiries.

***Fees and Expenses.*** Our fees will be based primarily on the hourly rate for each attorney and paralegal devoting time to this matter. Our standard hourly rates for attorneys likely to be involved currently range from \$270 per hour to \$665 per hour. Time devoted by paralegals is charged at hourly rates ranging from \$180 to \$270 per hour. Eddie Speas' standard rate is \$610 and mine is \$425. We have agreed to reduce our rates for this matter to \$400 per hour.

The Demographer's hourly rate for this matter will be \$250 and his fees will be included in the firm's billings.

***General Waiver of Conflicts.*** As we have discussed, you are aware that the firm represents many other companies and individuals. This confirms the Company's continued agreement that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for the Company in this matter or any other matter for which the Company may subsequently engage our firm, even if the interests of such clients in those other matters may be directly or indirectly adverse to the Company. We agree, however, that the Company's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the Company, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the Company's material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the Company.

***Conclusion of Matter.*** The matter will conclude when all work has been completed. Following the conclusion of the matter, you may request that the Company's files be returned to you, otherwise they will be retained by the firm and disposed of in accordance with our retention policy as noted in the "Conclusion of Representation; Retention and Disposition of Documents" section of the attached Standard Terms of Representation.

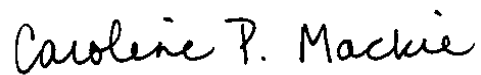
If the foregoing and the enclosed Standard Terms of Representation accurately state the terms of our engagement, then this is the confirmation of our agreement with the Company regarding this matter. If the

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foregoing and the enclosed Standard Terms of Representation do not accurately state the terms of our engagement, please let us know immediately, and do not proceed to use our firm on this particular matter until we have agreed upon the terms of engagement and another letter is delivered to you confirming those terms. Once again, we are pleased to have this opportunity to work with the Company. Please call me if you have any questions or comments during the course of our representation.

Sincerely,

A handwritten signature in black ink that reads "Caroline P. Mackie". The signature is written in a cursive, slightly slanted style.

**Caroline P. Mackie**

*Partner*

CPM/cc

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## **STANDARD TERMS OF REPRESENTATION**

This document sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

### **The Scope of Our Work**

The legal services that we will provide to you are described in our engagement letter. Our representation is limited to performance of the services described in that letter and does not include representation of you or your interests in any other matter.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

### **Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal lawyer contact. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

### **Communications**

If at any time, you have any question about our services, staffing, billing or other aspects of our representation, please do not hesitate to let us know. It is important to us that you are satisfied with our services and responsiveness at all times. The Firm has assumed in accepting this engagement that we are permitted to communicate with you and or your personnel in person or by telephone, first-class mail, fax, express delivery services and/or e-mail. The firm will employ encryption when required to protect personally identifiable information and/or private health information or as requested by the client. If you require special exceptions to our general communications policy, now or in the future, please notify us promptly.

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### **How Fees Will Be Set**

(This section does not apply if you and your principal lawyer have agreed in writing to a different fee arrangement such as a flat fee or contingent fee.)

To help determine the value of our services, each of our lawyers and legal assistants maintain time records for each client and matter. We record our time in units of tenths of an hour. The time records are reviewed monthly by the billing attorney assigned to you before a statement is rendered. All attorneys and legal assistants of the Firm are assigned hourly rates based primarily on experience and expertise. Our hourly rates are adjusted from time to time (generally once a year) and may change during the course of our engagement. We view such rates as only a benchmark, and not as the sole determinant, of the value of our services for billing purposes. Instead, the amount of our billing statement will be the fair value of the services as determined by the billing attorney taking into account the time records for the matter, the types of services we have been asked to perform, any special level of expertise required, the novelty and complexity of the issues presented, the time constraints imposed on us, the extent to which our investment in office systems have efficiently produced a high-quality product, the size and scope of the matter, results obtained, and other relevant circumstances.

### **Client Responsibilities**

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, or to transfer custodial responsibility of records, we will contact you at the latest business address we have received from you. You agree to notify the Firm of changes of status such as name, address and other contact information.

### **Responses to Audit Letters**

From time to time, you may ask us to issue to your accountants a legal opinion in connection with an audit of your financial statements. In most cases, we charge a flat fee for issuing these opinions. We also charge a flat fee for issuing updates to our opinion letters. Please note that we reserve the right to increase the fee if, in preparing an opinion letter, it is necessary to analyze multiple, complex loss contingencies.

### **Estimates**

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation unless specifically stated as such. The ultimate cost frequently is more or less than the amount estimated because

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of conditions over which we have little or no control. Our actual fees will be determined in accordance with the policies described herein.

### **Administrative Expenses and Other Disbursements**

We currently have a flat rate administrative expense charge of \$10.25 per billed hour which is calculated in lieu of telephone charges, photocopying, postage, facsimile, and other typical administrative expenses. We reserve the right to prospectively make minor adjustments in this amount or change to an equivalent percentage charge. Additionally, you will be charged separately for extraordinary disbursements made by us on your behalf, such as special postage, third-party delivery charges, travel, bulk photocopying, secretarial overtime, if necessary, and use of other service providers such as investigators, printers or experts. In litigated matters, we include payments made by us for process servers, court reporters, deposition transcript expenses, witness fees and the like. We also make separate charges for the use of "Lexis" and other computerized legal research systems that often significantly reduce lawyer research time. Invoices from third party providers of ancillary services with significant costs may be sent directly to you for payment.

### **Billing Arrangements and Terms of Payment**

We will bill you on a regular basis, normally each month, for fees, administrative expenses and disbursements. We make every effort to include disbursements in the statement for the period in which the disbursements are incurred. However, some disbursements are not available to us until following months, in which case a supplemental statement will be rendered to you for these additional charges or an estimated amount will be included in the initial billing and an adjustment made when the actual disbursement information is available. You agree to make payments within 30 days of receiving our statement. Unpaid fees, expenses and disbursements accrue interest at the maximum rate permitted by state law, but not exceeding 1½% per month (18% per annum) from the beginning of the month in which they became overdue.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable lawyer's fee.

### **Retainer and Trust Deposits**

New clients of the Firm, and existing clients under certain circumstances, are commonly asked to make a deposit with the Firm. If you make a deposit with us, or provide a retainer, you grant us a security interest in those funds. Typically, the deposit is equal to the fees and costs likely to be incurred during a two-month period. Unless otherwise agreed, the deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the deposit is insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

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All trust deposits we receive from you will be placed in a trust account for your benefit. As approved by the North Carolina Supreme Court, your deposit will be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. Interest earned on the pooled account is payable to the North Carolina State Bar to fund programs for the public's benefit. Interest earned on the segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

### **Termination of Engagement**

You may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct. We will try to identify in advance and discuss with you any situation that may lead to our withdrawal and if withdrawal ever becomes necessary we will give you written notice of our withdrawal. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

### **Conclusion of Representation; Retention and Disposition of Documents**

Unless previously terminated, our representation of you in any matter will terminate on the date that we provide our last legal service to you in connection with that matter. At the conclusion of the matter, if you would like for us to return any of your records or property, please contact us promptly. Should you request return of any of your records or property, we reserve the right to assess reasonable fees and costs associated with any time spent or expenses incurred in fulfilling your requests. Our own records pertaining to the matter, and any records or property that you do not request be returned to you, will be retained by the firm for a reasonable time after termination of our engagement on the matter, consistent with our records retention program. At the conclusion of the relevant retention period, we will securely dispose of the applicable records and property in our possession pertaining to the closed matter.

### **Post-Engagement Matters**

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the engagement, there may be changes in applicable laws or regulations, or new legislation or court decision that could have an impact upon you, your future rights and liabilities, or the matter for which we are engaged hereunder. You understand and agree that you are not engaging us to monitor new legislation or court decision, or changes in laws and regulations that occur after we have completed the

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engagement described above, and you agree that we are not responsible for advising you of any such new legislation or court decisions, or changes in laws or regulations.

### **Your Right to Arbitrate**

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's managing partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request mediation and arbitration under supervision of the District Bars for the jurisdictions in which we practice or the State Bar, and we agree to participate fully in that process.

### **Questions**

If you have questions about any aspect of our arrangements or our statements please feel free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for you. We are open to the discussion of all of these matters and we encourage you to be comfortable in letting us know if you have any questions or concerns regarding these arrangements.

Thank you.



December 20, 2021

Caroline P. Mackie  
*Partner*  
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Brownie W. Newman  
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**Client.** Buncombe County Board of Commissioners (the “County”) will be our only client in this matter.

**Scope of Engagement.** Our representation will be limited to the specific matters described in this paragraph. The County is engaging us to represent it, and we agree to represent it, in potential involvement in the consolidated cases of Harper v. Hall, NC League of Conservation Voters v. Hall, and Common Cause v. Berger, including the potential preparation of an amicus brief on behalf of Buncombe County (hereinafter referred to as the “matter” or “engagement”).

**Nature of Relationship.** Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this engagement, our ongoing handling of this legal matter, or about any issue relating to a monthly statement that is unclear or appears to be unsatisfactory, we invite your inquiries.

**Fees and Expenses.** Our fees will be based primarily on the hourly rate for each attorney and paralegal devoting time to this matter. Our standard hourly rates for attorneys likely to be involved currently range from \$270 per hour to \$665 per hour. Time devoted by paralegals is charged at hourly rates ranging from

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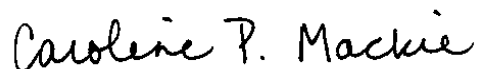
\$180 to \$270 per hour. Eddie Speas' standard rate is \$610 and mine is \$425. We have agreed to reduce our rates for this matter to \$400 per hour.

**General Waiver of Conflicts.** As we have discussed, you are aware that the firm represents many other companies and individuals. This confirms the Company's continued agreement that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for the Company in this matter or any other matter for which the Company may subsequently engage our firm, even if the interests of such clients in those other matters may be directly or indirectly adverse to the Company. We agree, however, that the Company's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the Company, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the Company's material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the Company.

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Sincerely,



**Caroline P. Mackie**

*Partner*

CPM/cc

December 20, 2021

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## **STANDARD TERMS OF REPRESENTATION**

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Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

### **Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal lawyer contact. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

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### **How Fees Will Be Set**

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### **Client Responsibilities**

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, or to transfer custodial responsibility of records, we will contact you at the latest business address we have received from you. You agree to notify the Firm of changes of status such as name, address and other contact information.

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### **Estimates**

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of conditions over which we have little or no control. Our actual fees will be determined in accordance with the policies described herein.

### **Administrative Expenses and Other Disbursements**

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We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable lawyer's fee.

### **Retainer and Trust Deposits**

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All trust deposits we receive from you will be placed in a trust account for your benefit. As approved by the North Carolina Supreme Court, your deposit will be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Other trust deposits will also be placed in the pooled account unless you request a segregated account. Interest earned on the pooled account is payable to the North Carolina State Bar to fund programs for the public's benefit. Interest earned on the segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

### **Termination of Engagement**

You may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct. We will try to identify in advance and discuss with you any situation that may lead to our withdrawal and if withdrawal ever becomes necessary we will give you written notice of our withdrawal. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

### **Conclusion of Representation; Retention and Disposition of Documents**

Unless previously terminated, our representation of you in any matter will terminate on the date that we provide our last legal service to you in connection with that matter. At the conclusion of the matter, if you would like for us to return any of your records or property, please contact us promptly. Should you request return of any of your records or property, we reserve the right to assess reasonable fees and costs associated with any time spent or expenses incurred in fulfilling your requests. Our own records pertaining to the matter, and any records or property that you do not request be returned to you, will be retained by the firm for a reasonable time after termination of our engagement on the matter, consistent with our records retention program. At the conclusion of the relevant retention period, we will securely dispose of the applicable records and property in our possession pertaining to the closed matter.

### **Post-Engagement Matters**

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the engagement, there may be changes in applicable laws or regulations, or new legislation or court decision that could have an impact upon you, your future rights and liabilities, or the matter for which we are engaged hereunder. You understand and agree that you are not engaging us to monitor new legislation or court decision, or changes in laws and regulations that occur after we have completed the

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engagement described above, and you agree that we are not responsible for advising you of any such new legislation or court decisions, or changes in laws or regulations.

### **Your Right to Arbitrate**

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's managing partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute which is not readily resolved, you have the right to request mediation and arbitration under supervision of the District Bars for the jurisdictions in which we practice or the State Bar, and we agree to participate fully in that process.

### **Questions**

If you have questions about any aspect of our arrangements or our statements please feel free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for you. We are open to the discussion of all of these matters and we encourage you to be comfortable in letting us know if you have any questions or concerns regarding these arrangements.

Thank you.