

# HUSCH BLACKWELL

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April 10, 2019

## **VIA HAND DELIVERY**

Wisconsin State Legislature  
Speaker Robin J. Vos  
Wisconsin State Capitol, Room 211 West  
Senate President Roger Roth  
Wisconsin State Capitol, Room 219 South

Re: Agreement for Legal Services

Dear Speaker Vos and Senator Fitzgerald:

Thank you for selecting Husch Blackwell LLP to provide the Wisconsin State Legislature with legal services. This letter is to confirm the engagement and to set forth the terms under which we will provide the requested services.

**Client and Scope of Representation.** Our client for this engagement will be the Wisconsin State Legislature. It is understood that, in the absence of a written agreement to the contrary, our work in connection with this engagement shall not be considered to create an attorney-client relationship between us and any other persons or entities related to the Wisconsin State Legislature. We will not consider entities affiliated with the Wisconsin State Legislature as our clients for the purpose of checking future conflicts of interest.

We are being retained to represent the Wisconsin State Legislature for purposes of providing litigation counseling. In the event we are asked to provide additional services, we will confirm such engagement in writing. Absent specific modification, any additional services will be governed by the terms and conditions of this agreement.

**Conflicts.** Husch Blackwell LLP has a number of offices and represents many clients on a regional or national basis. It is possible that some of our present or future clients will ask us to represent them in disputes or other matters where their interests are adverse to those of the Wisconsin State Legislature during the time we are providing legal services to you. It is also possible that we will represent, or be asked to represent in other matters, parties whose interests are adverse to yours in this or a future matter in which we represent you. Both of these situations

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would create a conflict of interest under our ethical rules which would prohibit us from undertaking the simultaneous representations without the waiver and consent of both clients. Therefore, as a condition to our undertaking this engagement, you agree that our firm may represent existing or new clients whose interests are adverse to yours in all types of matters, including litigation, that are not substantially related to the matters in which we represent you. You further agree that we may undertake to represent parties to whom you are adverse in matters in which we represent you provided, again, that we do so only in matters that are not substantially related to our work for you. You could, of course, choose not to waive these conflicts of interest, in which case we could decline to undertake this representation of the Wisconsin State Legislature. Because the validity and enforceability of these conflict waivers are essential conditions to the firm's willingness to accept this engagement, and the firm would not accept the engagement but for these waivers, you agree that, if the validity or enforceability of these waivers is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients, even in matters directly adverse to the Wisconsin State Legislature, including litigation.

**Fees and Expenses.** Our fees are based on the amount of time we devote to a project. Any estimates of fees that we may give from time to time are based on our judgment of the circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees or costs we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

I will be the responsible attorney for this engagement but other attorneys and legal assistants may assist with the engagement. Our hourly rates for attorneys range from \$310 to \$820 for partners of the firm and \$215 to \$420 for associates. The firm also employs paralegals and their rates range from \$130 to \$325. Other professionals employed in certain specialty areas have rates that range from \$180 to \$600. Our hourly rates are reviewed and adjusted periodically. Adjusted rates will be applicable to any work done after the effective date of the adjustment. We will recommend the use of such personnel as we in our professional judgment believe is appropriate. All such decisions, however, shall be subject to your express approval.

In litigation and matters requiring document productions, including third party and government subpoenas, investigations, and regulatory matters, electronically stored information is almost always implicated. For these matters, the firm uses the services of its Litigation Technology Department to meet the demands of electronic discovery and document management using the latest technological tools. The services provided by the firm's Litigation Technology Department require significant expertise. Services may include coordination and consultation on discovery materials, development and hosting of document review databases, and preparation and presentation of electronic evidentiary materials at trial.

We will bill on a monthly basis for our professional fees and for reimbursement of expenses incurred in connection with this engagement. Payment shall be due upon receipt of our invoice. If we do not receive comment about the invoice within twenty days of the date of the invoice, we will assume you have reviewed the invoice and find it acceptable. Invoices not paid within thirty days of the invoice date will be subject to a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. If an

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invoice remains unpaid more than ninety days after the invoice date, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorneys from any matter or proceeding in which we may be engaged.

**Communications.** We understand that we are to report to and take direction from Speaker Vos and Senator Roth for this engagement. If you should prefer that we report to some other person, please let us know.

**Document Retention.** Some materials related to our representation of you (e.g. administrative records, time and expense reports, personnel materials, and credit and accounting records) belong to us and will be handled in accordance with our document retention policy. Other materials (i.e. documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period.

**Limited Liability Partnership.** Husch Blackwell LLP is organized as a limited liability partnership under Delaware law. This means every attorney in our firm who either directly performs or supervises legal services for you will have full professional responsibility and legal liability for those services, in addition to the firm itself. However, individual attorneys in the firm who have no direct involvement or supervisory role in your representation will not have any personal liability for the legal services performed by others in the firm.

**Conclusion of Representation.** Our relationship with you will be concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, in the event we have performed no work for you or on your behalf for six consecutive months, you agree that we may terminate our attorney-client relationship with you.

It is understood that the terms of this letter and its enclosures constitute the terms under which we will undertake this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter for our file. If you do not agree to any of the terms of this letter and its enclosures, please call me as soon as possible within the next ten days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

Thank you again for selecting us for this engagement. We look forward to working with you.

# HUSCH BLACKWELL

Sincerely,

HUSCH BLACKWELL LLP

By:



Eric M. McLeod  
Partner

ljg  
HB EGL v2019.03.01

## WISCONSIN STATE LEGISLATURE

By:

Name: Speaker Robin J. Vos

Title: Speaker of the Assembly

Dated: \_\_\_\_\_

By:

Name: Senator Roger Roth

Title: Senate President

Dated: \_\_\_\_\_