

# JONES DAY

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July 27, 2017

DIRECT NUMBER: (202) 879-3474  
SDVORETZKY@JONESDAY.COM

Andrew DeGraffenreidt, Esquire  
City Attorney  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33040

Re: Lozman v. City of Riviera Beach Engagement Letter

Dear Mr. DeGraffenreidt:

Thank you for retaining Jones Day. We are pleased that you have sought our counsel, and we look forward to assisting you on the matter described below. This letter sets forth the scope and terms of our engagement. We are available to discuss any of these matters with you.

1. Scope of Engagement and Client Relationship

You have asked us to represent the City of Riviera Beach ("the City" or "you") in the United States Supreme Court proceeding in the above case. We will file a brief in opposition to the certiorari petition by Mr. Lozman. If certiorari is granted, we will brief the case on the merits and present oral argument in the Supreme Court. Our representation does not extend to proceedings in any other court. While Jones Day enjoys broad relationships involving multiple matters for many clients, we do not act as general counsel for clients and our work and advice is limited to the specific matters on which we are engaged. Thus, our relationship may expand beyond the matter described above, but only if you and we agree to specific new or expanded engagements.

It is important to emphasize that we are entering into an attorney-client relationship only with the City. That is, unless you and we agree otherwise, Jones Day is not representing any subdivision or direct or indirect affiliate of the City, or any other governmental entity besides the City itself. If you believe that the City's personnel or any of its affiliates are unclear regarding the scope of our representation, please advise them that Jones Day does not represent them or, if you prefer, let us know so we can explain the scope of our engagement to them.

2. Staffing

You have designated yourself as the person with responsibility for overseeing this matter and to whom we will report. I will have primary responsibility for this matter, and will rely on other lawyers at Jones Day to work as a team as we handle the necessary work on the matter. I will be the Partner generally responsible for our overall relationship with you, including matters related to billing and staffing. Our goal is to stay in close contact with you over the course of our

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ALKHOBAR • AMSTERDAM • ATLANTA • BEIJING • BOSTON • BRISBANE • BRUSSELS • CHICAGO • CLEVELAND • COLUMBUS • DALLAS  
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MEXICO CITY • MIAMI • MILAN • MINNEAPOLIS • MOSCOW • MUNICH • NEW YORK • PARIS • PERTH • PITTSBURGH • RIYADH  
SAN DIEGO • SAN FRANCISCO • SÃO PAULO • SHANGHAI • SILICON VALLEY • SINGAPORE • SYDNEY • TAIPEI • TOKYO • WASHINGTON

engagement as we seek to provide the City with timely, high quality legal services in a cost-efficient manner.

3. Potentially Adverse Representations or Conflicts of Interest; Advance Waiver

Jones Day represents many clients on a wide variety of matters in a number of different practice areas. A further description of our Firm and areas of practice is available on our website, at [www.jonesday.com](http://www.jonesday.com).

Just as you in the future may ask us to represent the City in a matter that is directly adverse to one of our other clients, it is possible Jones Day will be asked in the future to represent another client in a matter that is directly adverse to you. We want you and our other clients to be able to choose Jones Day as their counsel on matters where it is appropriate to do so. Accordingly, you agree that Jones Day in the future may represent any existing or future client in any matter (including transactions and counseling, as well as litigation or other dispute resolutions) that is directly adverse to the City. Your agreement to this waiver is based on two understandings as follows. First, Jones Day will not represent another client adverse to you in a matter that is substantially related to any of the matters that we are handling for you. Second, to the extent Jones Day does represent a client adverse to you, Jones Day lawyers or other service providers who are then working for the City will not work on that adverse matter for that other client and we will take steps to ensure that your confidential information is not shared with our lawyers or other time keepers involved in that adverse matter.

You also confirm that your agreement to this prospective waiver is voluntary and that you intend for it to be effective and enforceable and for Jones Day to rely upon it.

4. Compensation and Disbursements

We will represent you in this matter on a pro bono basis. This means that you will not have to pay us any attorneys' fees for representing you. You will reimburse us for out-of-pocket costs that we incur, particularly printing costs and any court costs.

5. Audit Letter Issues

Our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information regarding the scope and content of responses to requests to provide information to auditors, except when such ABA Policy is clearly inapplicable.

6. Procedures upon Termination; Return of Documents; Intellectual Property

Unless earlier terminated by you or us, our attorney client relationship will end once we have completed our last assignment for you. As we complete specific matters for you, Jones Day

will close its file numbers for those matters. Once we have completed our work on a particular assignment, and at your request, we will return any of your property that might be in our possession. Consistent with our professional obligations, we also may keep copies of core documents and pleadings, as well as our own property relating to the matter, including lawyer work product, notes and administrative records, whether in an electronic or hard copy format.

You agree that Jones Day will be free, on the later of the date set by bar requirements applicable to the District of Columbia, or seven years after the end of our relationship, to destroy or otherwise dispose of any documents or other materials, including electronic versions, relating to your representation and still in our possession without further notice to you.

We may retain all intellectual property and other know-how that we develop in the course of representing you, including subject matter expertise, whether or not preserved in written or electronic form. We may use that property in the course of representing other clients, so long as none of your confidential information is disclosed.

We look forward to representing you. Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. This letter sets forth the exclusive terms of this engagement, which is not subject to any Outside Counsel Guidelines, Affirmative Action Plan obligations, or other terms. If you would like to discuss any of these matters, please give me a call.

Sincerely,



Shay Dvoretzky

On behalf of the City of Riviera Beach, I agree to the terms of this letter and confirm that it accurately reflects the scope and terms of this engagement and that I am authorized by the City to sign this letter on its behalf.

Dated: 8/1/17

Signature: 

Name: Andrew DeGraffenreidt

Title: City Attorney

IN ACCOUNT WITH

**JONES DAY**  
Washington Office  
51 Louisiana Avenue, N.W.  
Washington, D.C. 20001-2113  
(202) 879-3939

PLEASE REMIT TO:  
P.O. Box 7805 Ben Franklin Station  
Washington, D.C. 20044

Federal Identification Number: 34-0319085

July 5, 2018

479502-600001

Invoice: 479502Disb

City of Riviera Beach  
c/o Andrew DeGraffenreidt, City Attorney  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

Lozman v. City of Riviera Beach

Disbursements – Printing Charges

3,570.28

**Total Due**

**\$ 3,570.28**

Claim Number	Claimant Name	Unit ID	Unit Name	Accident Date	Check Date	Clear Date	Check Number
000160-006041-EO-01	LOZMAN FANE	0120	GENERAL ADMINISTRATIVE	2/8/2008	7/23/2018	8/3/2018	147494364

Pay Type	PAYMT_CNTL	Payee Name	Payment Total	Payment Code	Description	Checkstub Message
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CHECK	85791 JONES DAY	\$ 3,570.28 003	ATTORNEY FEE	INV#: 479502DISB	DOS: 07-05-18	- 07-05-18
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