

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the North Carolina Department of Transportation, an agency of the State of North Carolina (hereinafter, "Agency") and **Smith Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.** law firm, 150 Fayetteville Street #2300, Raleigh, NC 27601, (919) 821-1220.

WITNESSETH

- 1) WHEREAS, Agency agrees to hire the services of **Smith Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.**, law firm ("Outside Counsel" or the "Firm"), and utilize the legal services of said firm and staff, as outside legal counsel and to provide representation in the "Cases" which are identified in **Attachment A**, herein subject to conflict clearance. The client in this matter shall be Agency, which shall also include the **North Carolina Turnpike Authority ("NCTA")**, an entity of NCDOT.
- 2) WHEREAS, Agency is authorized to retain Outside Counsel pursuant to Session Law 2014 Section 34-24, and has received approval of the Governor's office to retain Outside Counsel and provide the services described in this Agreement.
- 3) WHEREAS, Agency seeks to hire the services of Outside Counsel to assist in the representation of actions arising under the North Carolina Transportation Corridor Official Map Act, (hereinafter "Map Act") N.C.G.S. § 136-44.50 et seq.

NOW THEREFORE, the Agency and Outside Counsel, for consideration of the mutual promises and covenants contained hereinafter, mutually agree as follows:

- 1) The Outside Counsel agrees to perform the required professional legal services in connection with said "Cases." If Agency desires Outside Counsel to represent Agency in additional cases not referenced in **Attachment A**, then Agency and Outside Counsel shall enter into a Supplemental Agreement for Legal Services to cover representation of the additional cases.
- 2) Outside Counsel shall perform work under this Agreement in accordance with direction provided by the Agency's General Counsel and its designated attorney, hereinafter "Designee."

SCOPE AND DESCRIPTION OF WORK

- 3) ✓ The scope of Outside Counsel's work will be to assist with all aspects of litigation involving claims filed against NCDOT and NCTA that relate to the North Carolina Transportation Corridor Official Map Act, "Map Act," N.C.G.S. § 136-44.50 et seq. The scope of the work includes, but is not limited to, the following:
 - a) Performing due diligence investigation and research in order to answer complaints and respond to motions and other documents filed with the court regarding the Cases.

- b) Researching factual and legal issues related to Cases.
- c) Interviewing witnesses, performing site inspections, consulting with Agency and its Designee as needed.
- d) Timely filing necessary court pleadings, motions, briefs and other documents.
- e) Timely responding to and serving discovery requests, and deposing necessary lay and expert witnesses.
- f) Satisfying all other deadlines as they relate to the Cases, including court filings, discovery, mediations, and other matters.
- g) Consulting with Agency, its Designee, witnesses, and consultants.
- h) Representing Agency at depositions, hearings, trials and other proceedings.
- i) Appearing on behalf of Agency in court.
- j) Assisting with appellate litigation, as requested.
- k) Providing case status updates to Designee regarding representation of the Cases.

[REDACTED]

4)

5)

6)

7)

8)

9)

[REDACTED]

10) [REDACTED]

[REDACTED]

11) [REDACTED]

FEES AND COSTS

12) Outside Counsel shall deliver, to Agency's **General Counsel** on a monthly basis, one itemized invoice covering all legal services performed for all Cases during the relevant billing period. The invoice shall list, at minimum, the case name and docket number, the tasks performed and dates thereof, time spent on each task, identification of staff performing said tasks, and hourly rates.

a) [REDACTED]

b) All reasonable out-of-pocket expenses which Outside Counsel incurs in the course of performing the legal services described herein are to be reimbursed by Agency. These expenses include, but are not limited to, costs such as photocopying, long distance telephone charges, attorney travel expenses telecopying expenses, computer-assisted research charges, printing costs, and secretarial overtime when required by the urgency of the matter. Outside Counsel shall forward to Agency for direct payment any expense charges that exceed \$250. Transportation, mileage and hotel accommodation expenses shall be reimbursed at the allowable State government rate in compliance with State financial guidelines. The charges shall be included or attached to the monthly invoice stated above.

c) Payment of Outside Counsel's invoices will be processed for payment by Agency upon submission of said itemized invoice accompanied by proper supporting documentation and upon approval by General Counsel.

CONTACTS AND CONFLICTS OF INTEREST

13) Outside Counsel agrees that the firm's following attorneys shall constitute its primary counsel in this matter and serve as the main contact for Agency or its Designee, though other attorneys may assist in the representation as needed:

i) *Steve Sartorio, partner*

ii) *Matt Rhoad, partner*

iii) *Bill Moss, partner*

14) [REDACTED]

15) [REDACTED]

16) [REDACTED]

17) [REDACTED]

18) [REDACTED]

19) [REDACTED]

[REDACTED]

20) [REDACTED]

21) [REDACTED]

[REDACTED]

22) [REDACTED]

23) [REDACTED]

24) [REDACTED]


25) [REDACTED]

26) [REDACTED]

27) Section § 133-32 of the General Statutes and Executive Order 24 prohibits the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement and contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

- 28) It is understood that execution of this agreement creates an attorney-client relationship between Agency and Outside Counsel and all rules of professional conduct for the practice of law in North Carolina shall apply.

AGREED TO BY:

By: Steven M. Sartorio Date: 4/24/2015
Steven Sartorio, Esq.
Smith Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.
150 Fayetteville St #2300
Raleigh, NC 27601
(919) 821-1220
Law Firm's Federal Tax ID Number: 

By: Shelley R. Blake Date: 4/28/15
Shelley R. Blake
General Counsel
North Carolina Department of Transportation
1 South Wilmington Street
Raleigh, North Carolina 27601
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919.707.2800

ATTACHMENT A

“Cases” for which Outside Counsel shall provide Agency legal representation are set out below:

Forsyth County Superior Court					
No. of Suits	No. of Plaintiffs	Group 1	Loop	CVS	Segment
1		Engelkemier, Darren	e	11-cvs-8171	U-2579AB
1		Harris Triad Homes	w	11-cvs-7120	R-2247BA
1		Hendrix, Michael	e	11-cvs-8170	U-2579F
1		Hutagalung, Ian	e	11-cvs-8172	U-2579AB
1		Kirby, Everette & Martha	e	11-cvs-7119	U-2579AA
1		Maendl, Sylvia	e	11-cvs-8173	U-2579AB
1		Nelson, James & Phyllis	w	11-cvs-8338	R-2247D
1		Republic Properties, LLC	e	12-cvs-2898	U-2579D
1		Stept, Steven David	e	11-cvs-8174	U-2579AB
1		Algood, Naomi	w	12-cvs-4860	R-2247CB
1		Bullins, Billy Joe & Carolyn	e	12-cvs-4876	
1		Clayton, Alma (trustee)	e	12-cvs-4855	R-2247F
1		Dillon, Charles & Judy	e	12-cvs-4875	
1		Eudy, Krone Edward	e	12-cvs-4874	U-2579AB
1		Fulk, Michael David	e	12-cvs-4873	U-2579E
0		Hampton, Larry & Marcelene dismissed	e	12-cvs-4872	U-2579B
0		Hauser, Jessie & Gerolene dismissed	e	12-cvs-4871	
1		Hiatt, Earl & Crissman dismissed	e	12-cvs-4866	U-2279E
1		Jade Associates, LLC	w	12-cvs-4854	R-2247D

1		Kinney, Lois K.	w	12-cvs-4870	R-2247D
1		Lawson, Kathryn L.	w	12-cvs-4869	R-2247D
1		Lewis, Henry & Rebecca	e	12-cvs-4868	U-2579E
1		Little, Loren & Margaret	e	12-cvs-4867	U-2579AB
1		Mann, Ronald	e	12-cvs-4865	U-2579AB
1		Marshall, Andrew, et al	e	12-cvs-4859	U-2579D
1		McAllister, Judith T.	w	12-cvs-4858	R-2247D
1		McFadden, Kenneth & Pamela	e	12-cvs-4864	U-2579
1		CW Myers Trading Post Inc.	both	12-cvs-4916	R-2247D
1		Patee, Ronnie & Vesta	e	12-cvs-4863	U-2579AB
1		Patton, Alfred Ray & Donna	w	12-cvs-4852	R-2247CB
1		Pegram, Elaine Smith	w	12-cvs-4856	R-2247EB
1		Pope, James & Wanda	e	12-cvs-4862	
1		Seidleman, John & Rosemary	e	12-cvs-4861	U-2579AB
1		Shugart Enterprises, LLC	e	12-cvs-4851	U-2579AB
1		Stump, Franklin & Minnie	w	12-cvs-4853	R-2247A
1		Trident Properties, LLC	e	12-cvs-4857	U-2579
1		Brabham, Marla & Verdell	e	12-cvs-5953	
1		Diehl, Scott C.	e	12-cvs-5954	
1		Hiatt, Everette D.	e	12-cvs-5955	U-2579E
1		Lasley, Kathryn M.	w	12-cvs-5956	
1		Omega Seafood, Inc.	w	12-cvs-5957	
1		Peak, Gary W.	e	12-cvs-5958	
1		Shropshire Family/Trust	w	12-cvs-5959	
1		Smith, Chester & Betty	e	12-cvs-5960	

1		Thore, Brenda, James, Sarah	e	12-cvs-5961	
0		Tuning, Creola dismissed	e	12-cvs-5962	
1		Turpin, James & Hutchins	e	12-cvs-5963	
0		White, David & Melissa dismissed	e	12-cvs-5964	
0		McGowan, Anita Hilton dismissed	e	12-cvs-6320	
1		Watkins, James & Deloris	e	12-cvs-6322	
1		Howell, Mark A. and Melissa P.	e	12-cvs-6321	
1		Lewis, Jerry & Dennis	e	12-cvs-6652	U-2579
1		Canipe, Christopher R.; Mullinex; King	w	12-cvs-7721	
1		Weisner, Johnny B & Hazel; Joyce Pace	w	12-cvs-8189	R-2247BB
1		Allan, Peter and Joan	w	13-cvs-1645	U-2579
1		Boose, Thelma	w	13-cvs-4506	U-2579 / R-2247
1		Myers, Larry Dale & Mary, etal	w	13-cvs-6974	R-2247D
1		Conte, Judith	w	13-cvs-7129	
1		Folk, John & Margaret		14-cvs-4809	
1		Carter, Gaetana T.	Not in corridor	14-cvs-4807	
1		Cline, Jefferey G. & Dana D.		14-cvs-4803	
1		Collins, Honey & Jeffrey D. Greer	e	14-cvs-4806	
1		Inocente Terronez & Sonia Maidonado Domiquez		14-cvs-4808	
1		Pfafftown Bapt. Church	w	14-cvs-4804	

1		Providence Moravian Church	e	14-cvs-4805	
1		Berrier, Don M.	e	14-cvs-6311	
1		Blanchard, Paul D.		14-cvs-5703	
1		Houck, Gregory Scott		14-cvs-5702	
1		Beroth Oil	w	10-cvs-6926	R-2247EB
0		<i>Clapp, Barbara</i>	e	Same	U-2579AB
0		<i>Crockett, Pamela Moore</i>	w	Same	R-2247EB
0		<i>Moore, W.R.</i>	w	Same	R-2247EB
0		<i>N&G Properties</i>	w	Same	R-2247BA
0		<i>Smith, Paula & Ken</i>	e	Same	U-2579AB
0		<i>Von Koonce, Elton</i>	e	Same	U-2579C
1		Houck, Gregory Scott	w	14-cvs-5702	R-2247
1		Blackford, Ken		15-cvs-301	U-2579E
1		Weeks, Shawn G.		15-cvs-610	U-2579AB
67		Total			

Guilford County Superior Court					
No. of Suits	No. of Plaintiffs	Group 1	Loop	CVS	Segment
1		Bell, Kenneth E.		14-cvs-10615	U-2525C
1		Nelson, Charles E.		15-cvs-3396	U-2524D
2		Total			

ATTACHMENT B

2) Outside Counsel shall bill Agency at the following rates for the following services:

Smith Anderson:

- a) \$325 per hour for partners*
- b) \$210 per hour for mid-level associates*
- c) \$190 per hour for entry-level associates*
- d) \$170 per hour for paralegals.*