

Public Records Request #3231

The following materials have been gathered in response to public records request #3231. These materials include:

- Charlotte Engagement LTR – Retiree Hireback – Poyner Spruill
- Poyner Spruill Invoice #1188623
- Poyner Spruill Invoice #1189487

This information was provided as a response to a public records request on 1/10/20 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree
Citywide Records Program Manager
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Cheyenne.Flortree@charlottenc.gov

Amelia Knight
Public Records Specialist
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Amelia.Knight@charlottenc.gov

October 23, 2019

Robert E. Hagemann
Partner
D: 919.783.2987
F: 919.783.1075
rhagemann@poynerspruill.com

BY EMAIL

Patrick.Baker@ci.charlotte.nc.us

Patrick Baker
City Attorney
City of Charlotte
600 E. Fourth Street
Charlotte, NC 28202

RE: Engagement for Legal Services – Retiree Hireback

Dear Patrick

We are pleased that you have asked the firm to serve as counsel to the City of Charlotte. 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.

Client. The City of Charlotte (the “City”) will be our only client in the matter.

Scope of Engagement. Our representation will be limited to the specific matter described in this paragraph. You are engaging us to represent the City, and we agree to represent the City, regarding compliance with the requirements of the North Carolina Local Government Employees Retirement System (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. The discounted hourly rate for partners working on this matter will be \$350. Associate time will be billed at an hourly rate of \$295. Fees are exclusive of expenses, which will be invoiced accordingly as separate line items.

General Waiver of Conflicts. The firm represents many other companies and individuals. This confirms your 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 City in this matter or any other matter for which the City may subsequently engage our firm, even if the interests of such clients in those other matters may be directly or indirectly adverse to the City. We agree, however, that your 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 City, 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 City’s material disadvantage. You should know that, in similar

Patrick Baker, City Attorney
October 23, 2019
Page 2

engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the City.

Conclusion of Matter. The matter will conclude when all work has been completed. Following the conclusion of the matter, you may request your 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 you regarding this matter. If the 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 you. Please call me if you have any questions or comments during the course of our representation.

Very truly yours,

POYNER SPRUILL LLP



By: Robert E. Hagemann

REH:kks

Enclosure

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.

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 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.

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 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.

Poyner Spruill
ATTORNEYS AT LAW

301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Please Remit To
P.O. Box 1801
Raleigh, NC 27602-1801

November 7, 2019

Invoice # 1188623
rAGEMANN@charlottenc.gov

City of Charlotte
Patrick W. Baker
600 E. 4th Street
Charlotte, NC 28202

RE: Retiree Hireback

Fees for Professional Services Through 10/31/19	11,060.00
Expense Advances Through 10/31/19	323.90
	<hr/>
Amount Due For This Invoice	\$ 11,383.90

----- SERVICES SUMMARY -----

Partner

REH	Robert E. Hagemann	11.80 hrs @	350.00 per hour	4,130.00
KHM	Kelsey H. Mayo	6.60 hrs @	350.00 per hour	2,310.00
EMS	Edwin M. Speas	1.00 hrs @	350.00 per hour	350.00
JSC	Jesse A. St.Cyr	12.20 hrs @	350.00 per hour	4,270.00
			Total Fees	11,060.00
			Total Fees and Expenses	\$ 11,383.90

INVOICE PAYABLE UPON RECEIPT

11/07/19

Re: Retiree Hireback

<u>Date</u>				<u>Fees</u>
10/18/19	Telephone call with H. Root. Review relevant statutes. Conference with J. St. Cyr. Robert E. Hagemann	1.20 worked hour(s) @ 350.00 per hour 1.20 billed hour(s) @ 350.00 per hour	420.00	420.00
10/18/19	Call regarding implication of hireback and permissibility under state law and the internal revenue code. Kelsey H. Mayo	0.60 worked hour(s) @ 350.00 per hour 0.60 billed hour(s) @ 350.00 per hour	210.00	210.00
10/22/19	Telephone call with P. Baker and H. Root. Draft email. Robert E. Hagemann	0.80 worked hour(s) @ 350.00 per hour 0.80 billed hour(s) @ 350.00 per hour	280.00	280.00
10/22/19	Correspond re retiree hireback issue; analysis re legal issues related to same. Jesse A. St.Cyr	1.10 worked hour(s) @ 350.00 per hour 1.10 billed hour(s) @ 350.00 per hour	385.00	385.00
10/23/19	Review materials from Groom Law. Telephone conference with J. St. Cyr and K. Mayo. Robert E. Hagemann	2.10 worked hour(s) @ 350.00 per hour 2.10 billed hour(s) @ 350.00 per hour	735.00	735.00
10/23/19	Conference call on Charlotte Police Chief Retirement Kelsey H. Mayo	1.00 worked hour(s) @ 350.00 per hour 1.00 billed hour(s) @ 350.00 per hour	350.00	350.00
10/23/19	Prepare for and participate on conference call re retiree hireback issues; analysis re same; correspond re same. Jesse A. St.Cyr	2.30 worked hour(s) @ 350.00 per hour 2.30 billed hour(s) @ 350.00 per hour	805.00	805.00
10/24/19	Telephone conference with P. Baker, H. Root, J. St. Cyr, and K. Mayo. Robert E. Hagemann	0.80 worked hour(s) @ 350.00 per hour 0.80 billed hour(s) @ 350.00 per hour	280.00	280.00
10/24/19	Call with City of Charlotte regarding response options. Follow up work on response related to the same. Kelsey H. Mayo	0.80 worked hour(s) @ 350.00 per hour 0.80 billed hour(s) @ 350.00 per hour	280.00	280.00
10/24/19	Conference re retirement plan legal issues related to retiree hireback; analysis re same. Jesse A. St.Cyr	1.50 worked hour(s) @ 350.00 per hour	525.00	

11/07/19

<u>Date</u>				<u>Fees</u>
		1.50 billed hour(s) @ 350.00 per hour		525.00
10/25/19	Work on analysis for Putney retirement, including addition of affirmative duty to permit retirement under state law and internal revenue code.			
	Kelsey H. Mayo	0.50 worked hour(s) @ 350.00 per hour	175.00	
		0.50 billed hour(s) @ 350.00 per hour		175.00
10/25/19	Draft memorandum re Putney retirement; analysis re legal issues related to same.			
	Jesse A. St.Cyr	2.60 worked hour(s) @ 350.00 per hour	910.00	
		2.60 billed hour(s) @ 350.00 per hour		910.00
10/27/19	Draft memo.			
	Robert E. Hagemann	1.80 worked hour(s) @ 350.00 per hour	630.00	
		1.80 billed hour(s) @ 350.00 per hour		630.00
10/28/19	Telephone call to A. Peters.			
	Robert E. Hagemann	0.10 worked hour(s) @ 350.00 per hour	35.00	
		0.10 billed hour(s) @ 350.00 per hour		35.00
10/28/19	Review, compile, and revise analysis regarding state law and IRS position on retiree rehire into single, cohesive analysis. Additional review and revisions regarding the same, including potential alternative approaches to achieve result without concession from Treasurer .			
	Kelsey H. Mayo	2.80 worked hour(s) @ 350.00 per hour	980.00	
		2.80 billed hour(s) @ 350.00 per hour		980.00
10/28/19	Revise draft memorandum re retiree hireback; conference re same.			
	Jesse A. St.Cyr	1.70 worked hour(s) @ 350.00 per hour	595.00	
		1.70 billed hour(s) @ 350.00 per hour		595.00
10/29/19	Revise memo. Research session laws. Telephone call with R. Williams. Review emails. Telephone call with P. Baker, H. Root, and J. St. Cyr.			
	Robert E. Hagemann	3.80 worked hour(s) @ 350.00 per hour	1,330.00	
		3.80 billed hour(s) @ 350.00 per hour		1,330.00
10/29/19	Work on finalizing memo regarding retiree hireback.			
	Kelsey H. Mayo	0.70 worked hour(s) @ 350.00 per hour	245.00	
		0.70 billed hour(s) @ 350.00 per hour		245.00
10/29/19	Review proposed opinion and analyze Chapters 128 and 135 and State Treasurer rules.			
	Edwin M. Speas	0.50 worked hour(s) @ 350.00 per hour	175.00	
		0.50 billed hour(s) @ 350.00 per hour		175.00
10/29/19	Conference re retiree hireback memorandum; revise same; analysis re legal issues related to same; prepare for and attend conference call with City Attorney's office.			
	Jesse A. St.Cyr	2.60 worked hour(s) @ 350.00 per hour	910.00	

11/07/19

<u>Date</u>			<u>Fees</u>
		2.60 billed hour(s) @ 350.00 per hour	910.00
10/30/19	Conference with E. Speas. Telephone call to A. Peters. Robert E. Hagemann	0.40 worked hour(s) @ 350.00 per hour 0.40 billed hour(s) @ 350.00 per hour	140.00 140.00
10/30/19	Continue review. Edwin M. Speas	0.50 worked hour(s) @ 350.00 per hour 0.50 billed hour(s) @ 350.00 per hour	175.00 175.00
10/31/19	Finalize memo. Robert E. Hagemann	0.80 worked hour(s) @ 350.00 per hour 0.80 billed hour(s) @ 350.00 per hour	280.00 280.00
10/31/19	Final review of memo regarding hireback. Kelsey H. Mayo	0.20 worked hour(s) @ 350.00 per hour 0.20 billed hour(s) @ 350.00 per hour	70.00 70.00
10/31/19	Correspond re Putney memorandum. Jesse A. St.Cyr	0.40 worked hour(s) @ 350.00 per hour 0.40 billed hour(s) @ 350.00 per hour	140.00 140.00
Total Fees			\$ 11,060.00

Services Summary

Partner

REH	Robert E. Hagemann	11.80 hrs @ 350.00 per hour	4,130.00
KHM	Kelsey H. Mayo	6.60 hrs @ 350.00 per hour	2,310.00
EMS	Edwin M. Speas	1.00 hrs @ 350.00 per hour	350.00
JSC	Jesse A. St.Cyr	12.20 hrs @ 350.00 per hour	4,270.00

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
10/31/19	Administrative Expenses	323.90
Total Disbursements		\$ 323.90

POYNER SPRUILL LLP

Page 5

004352.00011000

Invoice # 1188623

11/07/19

Total This Invoice

\$ 11,383.90

11/07/19

REMITTANCE PAGE

Invoice Amount:	\$11,383.90
Invoice Date:	11/07/19
Client.Matter Number:	004352.00011000
Invoice Number:	1188623

Billing Atty:	1058	Hagemann, Robert E.
Originating Atty:	1058	Hagemann, Robert E.
Supervising Atty:	1058	Hagemann, Robert E.

(Prebill # 240385)

Poyner Spruill LLP exists to provide professional services of superior value which exceed our clients' expectations. If you are not completely satisfied with our work described on this statement, please contact Dean Hartmann, Credit Manager, at 919-783-2815 (toll free: 1-866-331-0980) or by email to dhartmann@poynerspruill.com.

FOR PAYMENTS BY CREDIT CARD OR ACH:

Pay Online: <https://ww2.payerexpress.com/ebp/poynersp/>

Or go to www.poynerspruill.com and click "Pay my Bill" at bottom of webpage

FOR PAYMENTS BY WIRE:

Bank Name: PNC Bank, N.A.
Account Name: Poyner Spruill LLP
ABA Number: 03100053
Account Number: 5321050642

PLEASE RETURN THIS PAGE IF PAYING BY CHECK TO:

Poyner Spruill LLP
P. O. Box 1801
Raleigh, NC 27602-1801

QUESTIONS REGARDING PAYMENTS:

Email acctsrec@poynerspruill.com OR Call 919-783-2934

INVOICE IS PAYABLE UPON RECEIPT



301 S. Fayetteville Street, Ste 1900
Raleigh, North Carolina 27601
(919) 783-6400

Please Remit To
P.O. Box 1801
Raleigh, NC 27602-1801

November 25, 2019

Invoice # 1189487
rhagemann@charlottenc.gov

City of Charlotte
Patrick W. Baker
600 E. 4th Street
Charlotte, NC 28202

RE: Retiree Hireback

Fees for Professional Services Through 11/19/19	1,435.00
Expense Advances Through 11/19/19	42.03
	<hr/>
Amount Due For This Invoice	\$ 1,477.03

----- SERVICES SUMMARY -----

Partner

REH	Robert E. Hagemann	2.40 hrs @	350.00 per hour	840.00
KHM	Kelsey H. Mayo	0.20 hrs @	350.00 per hour	70.00
JSC	Jesse A. St.Cyr	1.50 hrs @	350.00 per hour	525.00
			Total Fees	1,435.00
			Total Fees and Expenses	\$ 1,477.03

INVOICE PAYABLE UPON RECEIPT

11/25/19

Re: Retiree Hireback

<u>Date</u>				<u>Fees</u>
11/01/19	Research legislative history. Telephone call to A. Peters. Telephone conference with P. Baker, H. Root, and E. Speas. Research administrative rules. Robert E. Hagemann	2.10 worked hour(s) @ 350.00 per hour 2.10 billed hour(s) @ 350.00 per hour	735.00	735.00
11/01/19	Work on issues regarding letter from LGERS denying retirement and available next steps. Kelsey H. Mayo	0.20 worked hour(s) @ 350.00 per hour 0.20 billed hour(s) @ 350.00 per hour	70.00	70.00
11/01/19	Analysis re LGERS position on K. Putney retirement. Jesse A. St.Cyr	0.20 worked hour(s) @ 350.00 per hour 0.20 billed hour(s) @ 350.00 per hour	70.00	70.00
11/07/19	Telephone call with P. Baker and H. Root. Robert E. Hagemann	0.30 worked hour(s) @ 350.00 per hour 0.30 billed hour(s) @ 350.00 per hour	105.00	105.00
11/12/19	Analysis re response from LGERS, including Groom memorandum. Jesse A. St.Cyr	1.20 worked hour(s) @ 350.00 per hour 1.20 billed hour(s) @ 350.00 per hour	420.00	420.00
11/13/19	Conference re Groom memo. Jesse A. St.Cyr	0.10 worked hour(s) @ 350.00 per hour 0.10 billed hour(s) @ 350.00 per hour	35.00	35.00
Total Fees				\$ 1,435.00

Services Summary**Partner**

REH	Robert E. Hagemann	2.40 hrs @	350.00 per hour	840.00
KHM	Kelsey H. Mayo	0.20 hrs @	350.00 per hour	70.00
JSC	Jesse A. St.Cyr	1.50 hrs @	350.00 per hour	525.00

11/25/19

Expense Advances

<u>Date</u>	<u>Description</u>	<u>Amount</u>
11/19/19	Administrative Expenses	<u>42.03</u>
Total Disbursements		\$ 42.03

Total This Invoice \$ 1,477.03

11/25/19

REMITTANCE PAGE

Invoice Amount: \$1,477.03
Invoice Date: 11/25/19
Client.Matter Number: 004352.00011000
Invoice Number: 1189487

Billing Atty:	1058	Hagemann, Robert E.
Originating Atty:	1058	Hagemann, Robert E.
Supervising Atty:	1058	Hagemann, Robert E.

(Prebill # 242557)

Poyner Spruill LLP exists to provide professional services of superior value which exceed our clients' expectations. If you are not completely satisfied with our work described on this statement, please contact Dean Hartmann, Credit Manager, at 919-783-2815 (toll free: 1-866-331-0980) or by email to dhartmann@poynerspruill.com.

FOR PAYMENTS BY CREDIT CARD OR ACH:

Pay Online: <https://ww2.payerexpress.com/ebp/poynersp/>

Or go to www.poynerspruill.com and click "Pay my Bill" at bottom of webpage

FOR PAYMENTS BY WIRE:

Bank Name: PNC Bank, N.A.
Account Name: Poyner Spruill LLP
ABA Number: 03100053
Account Number: 5321050642

PLEASE RETURN THIS PAGE IF PAYING BY CHECK TO:

Poyner Spruill LLP
P. O. Box 1801
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