# LITIGATION RETENTION AGREEMENT FOR SPECIAL COUNSEL APPOINTED BY THE SOUTH CAROLINA ATTORNEY GENERAL AS TO THE SOUTH CAROLINA STATE UNDERGROUND PETROLEUM ENVIRONMENTAL RESPONSE BANK

This litigation retention agreement ("Agreement") is by and between South Carolina Attorney General Henry McMaster ("Attorney General") and the below-signed attorney(s) ("Special Counsel").

## RECITALS

WHEREAS, the Attorney General has concluded that it is in the best interest of the State of South Carolina to retain Special Counsel specifically for this litigation matter; and

WHEREAS, the Attorney General hereby engages Special Counsel to provide legal representation including, but not limited to, all preparation for, settlement of and/or actual litigation relating to past or future damages arising from the improper acceptance and/or inducement of payments from the South Carolina State Underground Petroleum Environmental Response Bank by certain entities including major oil companies; and

WHEREAS, Special Counsel specifically represents that he has the skill, experience, expertise, and competence necessary for the meaningful prosecution of this matter;

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein, and for other valuable consideration, the Attorney General and Special Counsel hereby agree to the following terms and conditions:

### Article 1. TERM

This Agreement, which shall serve as the appointment of the attorneys whose signatures are affixed below as Special Counsel to the Attorney General, commences on January 7, 2011, and terminates on December 31, 2014, unless this work is concluded earlier or the Attorney General or Special Counsel terminates the appointment earlier pursuant to Article VI of this Agreement. If the work for which this appointment is made is not completed by the date above, then the Attorney General may re-appoint Special Counsel for an additional term or terms to be determined at that time. The Attorney General shall not be liable to compensate Special Counsel for any services rendered after termination of the Agreement.

## Article II. SERVICES

### A. Scope of Appointment

Special Counsel shall provide legal services, advice, and consultation to the Attorney General for this litigation in a manner consistent with accepted standards of practice in the legal profession. In view of the personal nature of the services to be rendered under this appointment, the Attorney General shall be the sole judge of the adequacy of those services. The parties agree:

1. The Attorney General shall have final authority over all aspects of this litigation. The litigation may be commenced, conducted, settled, approved, and ended only with the express approval and signature of the Attorney General. The Attorney General at his sole discretion has the right to appoint a designated assistant ("designated assistant") to oversee the litigation, which appointment the Attorney General may modify at will.

2. Special Counsel shall provide legal services to the Attorney General subject to the approval of the Attorney General for the purposes of seeking injunctive relief, monetary relief, past or future damages, and other relief against all entities in this litigation.

3. The Attorney General may provide attorneys and other staff members to assist Special Counsel with this litigation. The identity and responsibilities of such personnel so assigned shall be determined solely by the Attorney General. All pleadings, motions, briefs, formal documents, and agreements must bear the signature of the Attorney General or his designated assistant.

4. Special Counsel shall coordinate the provision of the legal services with the Attorney General or his designated assistant, other personnel of the Office of the Attorney General, and such others as the Attorney General may appoint as Special Counsel. All pleadings, motions, briefs, and other material which may be filed with the court shall first be approved by the Attorney General and provided to his office in draft form in a reasonable and timely manner for review. Regular status meetings may be held as requested by the Attorney General.

5. Special Counsel shall communicate with state entities through the Office of the Attorney General unless otherwise authorized by the Attorney General.

6. Special Counsel shall provide sufficient resources, including attorney time, to prosecute this litigation in accordance with Rule 407, Rules of Professional Conduct, South Carolina Appellate Court Rules.

### B. Delegation of Work

Special Counsel may delegate work to other attorneys or paralegals within the firm with which the Special Counsel is affiliated but may not, without express approval of the Attorney General, delegate any work whatsoever to any attorney in any other firm. Special Counsel agrees to accept full responsibility and liability for the work of any delegate.

### C. Employment status

Special Counsel will render services pursuant to this Agreement as an independent contractor. Neither Special Counsel nor any employee of Special Counsel shall be regarded as employed by, or as an employee of, the Attorney General or the State of South Carolina.

## Article III. CASE MANAGEMENT

### A. Status Reports, Time Records

The Attorney General may at any time request status reports from Special Counsel regarding any aspect of this litigation. Within twenty days after the request is received, Special Counsel shall submit such status reports to the Attorney General. Failure to timely provide such status reports may result in forfeiture of a portion of Special Counsel's compensation at the sole discretion of the Attorney General.

At a minimum, status reports must include a description of the current status of the matter, any significant events that have occurred since the previous status report, and a prospective analysis of any significant future events.

### B. Notices and Correspondence

All notices, demands, requests, consents, approvals, and other instruments required to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when: (1) hand delivered; (2) sent by U.S. Registered or Certified mail, return receipt requested, postage prepaid; (3) if certified or registered mail is either refused or unclaimed, then by regular U.S. Mail; (4) by overnight delivery service with receipt (Airborne, FedEx, UPS, etc.); (5) by email; or (6) by fax, followed by one of the other methods of delivery described herein. Fax delivery shall be deemed to be on the date of receipt of the fax, and the parties hereto agree that a fax with confirmation shall be adequate proof of receipt of the fax.

Both Special Counsel and the Attorney General may designate a representative to receive such instruments and correspondence as described herein. While both parties recognize this designation may be changed at any time, and without consent of the other party by giving written notice of the new designated representative, until further notice, such instruments and/or correspondence should be addressed to:

| | |
|---|---|
| Name: | Henry McMaster<br>Attorney General |
| Address: | P. O. Box 11549 |

| | |
|---|---|
| | Columbia, SC 29211 |
| Phone: | 803-734-3970 |
| Fax: | 803-253-6283 |

| | |
|---|---|
| Name: | C. Havird Jones, Jr. |
| | Senior Assistant Attorney General |
| Address: | P. O. Box 11549 |
| | Columbia, SC 29211 |
| Phone: | 803-734-3970 |
| Fax: | 803-734-3677 |
| Email: | agsjones@scag.gov |

| | |
|---|---|
| Name: | Mark W. Buyck, Jr. |
| | Willcox, Buyck & Williams, P.A. |
| Address: | P. O. Box 1909 |
| | Florence, SC 29503-1909 |
| Phone: | 843-662-3258 |
| Fax: | 843-662-1342 |
| Email: | mwbuyck@willcoxlaw.com |

| | |
|---|---|
| Name: | Robert Bolchoz |
| Address: | P. O. Box 6989 |
| | Columbia, SC 29260 |
| Phone: | 803-790-7474 |
| Email: | robert@bolchoz.com |

| | |
|---|---|
| Name: | Phillip W. McCallum |
| | McCallum Methvin & Terrell, P.C. |
| Address: | 2201 Arlington Avenue South |
| | Birmingham, AL 35205 |
| Phone: | 205-939-0199 |
| Fax: | 205-939-0399 |
| Email: | pwm@mmlaw.net |

## C. Communication

Special Counsel agrees to consult in advance, by telephone, fax machine, or in writing, with the Attorney General promptly on all matters that may be precedential, controversial, of particular public interest, or otherwise noteworthy or important, and to keep the Attorney General fully informed at all times.

Special Counsel shall give timely written notice to the Attorney General of any and all of the following legal events in this litigation:

1. Pleadings

2. Dispositive motions
3. Hearings
4. Rulings
5. Trials
6. Settlement negotiations
7. Appeals or Notice of Appeals
8. Briefs filed by any party or entity
9. Appellate arguments or decisions
10. Enforcement efforts

Special Counsel agrees to meet with Attorney General's Office personnel when and where requested by the Attorney General in furtherance of this litigation.

**D. Settlement**

The Attorney General must approve in advance all aspects of this litigation and shall be included in any settlement discussions. Special Counsel agrees that any settlement in this case must receive the Attorney General's express prior approval in writing. Special Counsel shall confer with the Attorney General as early as practicable in any settlement negotiation process.

**E. Appeals**

It is important that the Attorney General receives early notice of any potential appellate litigation in any way affecting the State. Therefore, Special Counsel agrees to give prompt oral and written notice to the Attorney General when receiving: (1) any dispositive decision by any appellate court affecting the litigation in any way; or (2) a Notice of Appeal from a court's decision filed by any party to this litigation.

**F. Public Records**

Any material, data, files, discs, or documents created, produced, or gathered by Special Counsel, or in Special Counsel's possession in furtherance of this litigation, or which fulfills an obligation of this appointment, shall be considered the exclusive property of the State of South Carolina. Special Counsel agrees to adhere to South Carolina's Freedom of Information Act, South Carolina Code of Laws §30-4-10 *et. seq.*, and maintain all public records in accordance with State law; provided, however, that Special Counsel shall consult with, and obtain the approval of, the Attorney General before responding to any public records request. Special Counsel agrees to comply with the Attorney General's policy on document retention and to refrain from destroying documents unless otherwise permitted under this policy. Special Counsel agrees to comply with Rule 417 of the South Carolina Appellate Court Rules. Special Counsel agrees to request written confirmation from the Attorney General's Office prior to destroying any documents. This Agreement shall be considered a public document.

## Article IV. COMPENSATION

## A. Fee Schedule

This is a contingent fee case. Special Counsel shall receive no compensation for any services rendered unless the State of South Carolina receives a settlement or an award of civil penalties or past or future damages in connection with this litigation. If the State receives such an award, Special Counsel will be compensated for his services pursuant to this Article, as follows:

1. Special Counsel shall be reimbursed all reasonable, normal, and verified "out of pocket" costs and expenses as specified in Article V below.

These costs and expenses necessary for conducting this litigation, as defined in Article V of this Agreement, shall initially be advanced by Special Counsel and shall be deducted from the litigation's gross or total recovery, if any, before any further distribution is made; and

2. At least 77% of the remaining or net settlement or judgment proceeds (but not including punitive or exemplary damages, if any) shall be paid or applied to or for the State or the people of South Carolina or the victims in a manner to be determined by the Attorney General in his sole discretion; and

3. Special Counsel shall be paid the remaining 23% or less in fees of said remaining or net settlement or judgment proceeds including civil penalties (but not including punitive or exemplary damages), as follows:

| Amount of net proceeds of judgment or settlement (in millions) | Contingent percentage |
|---|---|
| First $0 to $5 | 23% |
| Excess over $5 up to $10 | 19% |
| Excess over $10 up to $25 | 15% |
| Excess over $25 up to $50 | 11% |
| Excess over $50 up to $100 | 7% |
| Excess over $100 | 4% |

Provided, however, that the Attorney General shall retain 10% of Special Counsel's fees awarded under this section 3. Given that this anticipated litigation will include potential proceedings against multiple sets of defendants, each with different factual bases, each corporate family (corporate parent and all subsidiaries) will be treated as a separate case for the purposes of calculating the net proceeds of any judgment or settlement, and therefore any fee.

4. Special Counsel shall be paid 10% or less of any punitive or exemplary damage proceeds as follows, with the remaining 90% or more to be paid or applied to or for the State or the people of South Carolina or the victims in a manner to be determined by the Attorney General at his sole discretion:

| Amount of punitive or exemplary proceeds (in millions) | Contingent percentage |
|---|---|
| First $0 to $10 | 10% |
| Excess over $10 to $100 | 5% |
| Excess over $100 | 3% |

Provided, however, the Attorney General shall retain 10% of Special Counsel's fees awarded under this section 4.

5. All settlement or judgment proceeds shall be paid by or on behalf of the defendant(s) to the Attorney General's office, which shall distribute them or have them distributed.

6. It is strictly agreed and understood by Special Counsel that if the proposed or actual defendants in this matter agree to a settlement or resolution prior to or upon commencement of the action or shortly thereafter, upon negotiation or consultation or upon only initial responses, then Special Counsel's compensation shall be one-half of that specified in sections 3 and 4 above.

7. This distribution and compensation calculation shall be included in a final order in the case.

**B. Settlement or Judgment**

The above Fee Schedule applies to any settlement or judgment, whether the settlement or judgment is entirely monetary in nature or is combined with non-monetary relief. Should the litigation be resolved by settlement or judgment involving a combination of monetary and non-monetary relief (such as injunctive relief, non-monetary payment, the provision of goods and/or services or any other "in kind" terms, or any combination of those), the Attorney General shall determine the monetary value to the State.

**C. Payment of Fees, Costs and Expenses**

Neither the State of South Carolina nor the Attorney General shall be required under this Agreement, or otherwise, to compensate or reimburse Special Counsel for his work in this matter, other than as set forth in Articles IV (A), and IV(B), and V herein. Accordingly, except for the fee schedule, expenses, and costs enumerated and outlined herein, Special Counsel shall not be entitled to and shall not accept compensation or reimbursement from any other source.

## Article V. EXPENSES AND COSTS

**A. Advancement of Expenses and Costs**

Special Counsel shall advance all costs, expenses, and disbursements, including expert witness fees and costs, deposition costs, and costs of document production. Special Counsel's agreement

to advance all litigation expenses and costs, as well as its agreement to defer fees while any and all litigation (including appeals and enforcement actions) is pending has been taken into consideration in establishing the fee schedule above.

**B. Expenses and Cost Reimbursement**

Special Counsel shall be reimbursed solely from the litigation's gross recovery as approved by the Attorney General for certain reasonable expenses and costs enumerated below. Proper documentation by receipts or otherwise shall be submitted with all invoices and all documentation shall be retained by Special Counsel for at least one full year following this Agreement's termination. All expenses must be itemized and no reimbursement may be applied for or requested for "miscellaneous" listings. The Attorney General in his sole discretion may decline to reimburse Special Counsel for improperly documented, unnecessary, or unreasonable costs or expenses.

**1. Experts**

Special Counsel shall be reimbursed for retention of experts, including fees and other reasonable costs, only when expressly authorized by the Attorney General.

**2. Lodging**

Receipts are required. In-state overnight lodging shall be reimbursed at actual cost up to a maximum of $75.00 plus tax per day. Any expenses incurred due to out-of-state lodging greater than $75.00 plus tax per day shall be approved in advance by the Attorney General. If circumstances render Special Counsel unable to obtain the prior approval of the Attorney General in this situation, as soon as thereafter practicable, Special Counsel shall notify the Attorney General of the location, the hotel, the daily rate, and the reasons for not obtaining prior approval. Failure to follow these procedures shall result in such lodging costs being borne by Special Counsel.

**3. Meals**

There is no reimbursement for meals.

**4. Travel**

Receipts are required. Airfare shall be reimbursed at actual cost based on coach fares.

**5. Mileage**

Automobile travel shall be reimbursed at the maximum state mileage rate of the State of South Carolina in effect at the time. Travel by car shall not exceed

coach fares on commercial airlines. Mileage is to be itemized on the invoice as "Mileage" (number of miles @ rate per mile).

6. **Photocopying**

In-house photocopying (including color copies) shall be reimbursed at the Special Counsel's actual expense, not to exceed 15 cents ($0.15) per copy and is to be itemized on the invoice as "Photocopies" (number of copies @ rate per copy). Reasonable amounts for outside photocopying shall be reimbursed at actual cost if receipts are provided.

7. **Priority/Overnight Mail**

Charges for priority or overnight mail services shall be reimbursed only if a justifiable basis exists for using the service. In no event shall the Special Counsel be reimbursed for the cost of sending invoices or status reports to the Attorney General by overnight or priority mail services.

8. **Secretarial or Staff Overtime**

There shall be no reimbursement for secretarial or staff overtime unless expressly authorized in writing by the Attorney General prior to invoicing.

9. **Other Expenses**

Actual costs shall be reimbursed for certain routine expenses including transcripts, deposition costs, witness fees, subpoena service, postage, printing, cab and bus fares, parking, and long-distance telephone calls when itemized and receipts are provided. Expenses for office space, word processing, secretarial, and paralegal costs are not reimbursable. Westlaw expenses shall be reimbursed only when authorized in advance by the Attorney General.

### C. One Invoice

At the conclusion of the litigation, Special Counsel agrees to submit one original invoice to the Attorney General for expenses and costs.

## Article VI. TERMINATION

### A. Termination by the Parties

The Attorney General reserves the right to terminate this Agreement at any time, in his sole discretion, and without cause or duty of explanation. Special Counsel may terminate its duties and obligations under the Appointment and this Agreement upon thirty (30) days written notice to the Attorney General. Termination on the part of the Special Counsel shall not be effective if

the Attorney General finds in his sole discretion that such termination prejudices or has a material adverse effect on the State of South Carolina. Upon termination, all material, data, files, discs, or documents created, produced, or gathered by Special Counsel, or in Special Counsel's possession in furtherance of this litigation, or which fulfills an obligation of this appointment shall be immediately delivered to the Attorney General as directed by him, and without encumbrance or lien or any cost or charge to the Attorney General.

**B. Compensation Upon Termination**

In the event this Agreement is terminated by Special Counsel, Special Counsel shall be reimbursed only from the litigation's gross recovery and only for all properly documented expenses and costs, as defined in Article V of this Agreement, rendered prior to termination; there shall be no payment of any attorneys' fees unless the Attorney General agrees in writing to the payment of fees for work performed under such terms and conditions as may be set by him in his sole reasonable discretion. In the event the Attorney General terminates this Agreement without cause, Special Counsel shall be reimbursed only from the litigation's gross recovery for all properly documented expenses and costs, as defined in Article V of this Agreement, rendered prior to termination, and Special Counsel shall be awarded appropriate attorneys fees on a quantum meruit basis as determined by the Attorney General. If this Agreement is terminated for cause, Special Counsel will not be reimbursed for any expenses and costs or paid any fees or other compensation for any services relating to the litigation.

## Article VII. OTHER TERMS AND CONDITIONS

**A. Media Statements**

The parties agree that neither Special Counsel nor any partner, associate, employee, or any other person assisting with the legal work contemplated by this Agreement shall speak to any representative of a television station, radio station, newspaper, magazine, or any other media outlet concerning the work outlined or contemplated by this Agreement without first obtaining approval of the Attorney General. This Agreement specifically prohibits Special Counsel from speaking on behalf of the Attorney General or the State of South Carolina to any representative of the news media.

**B. Jurisdiction and Choice of Law**

This Agreement shall be administered in the State of South Carolina and shall be interpreted under the laws of the State of South Carolina. Special Counsel consents to complete jurisdiction in the appropriate courts of the State of South Carolina. This Agreement and any claims arising in any way out of it shall be governed by the laws of the State of South Carolina. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought in state courts of appropriate jurisdiction in the State of South Carolina, and Special Counsel hereby irrevocably consents to such exclusive jurisdiction.

**C. Code of Professional Responsibility**

If, during the appointment as Special Counsel, a complaint is filed against Special Counsel or Special Counsel's firm, alleging a violation of Rule 407, Rules of Professional Conduct, South Carolina Appellate Court Rules, or the applicable rules governing the state bar in which Special Counsel has been admitted, or the Code of Professional Responsibility, Special Counsel shall give prompt written notice of such complaint to the Attorney General. The Attorney General retains the right, in his sole discretion, to immediately terminate this Agreement if he deems the complaint to adversely affect in any way Special Counsel's ability to perform his duties required herein, or to adversely affect this litigation, the Attorney General, or the State of South Carolina.

**D. Insurance**

Special Counsel agrees to carry adequate professional liability insurance and to provide proof of same to the Attorney General promptly upon request.

**E. Conflict of Interest**

Special Counsel represents that neither he nor his firm has any conflict of interest with the State of South Carolina, its agencies, or subdivisions at this time. Special Counsel agrees that if a conflict of interest, potential or otherwise, arises, as defined by Rule 407, Rules of Professional Conduct, South Carolina Appellate Court Rules, during the term of this litigation, then Special Counsel will give timely written notice to the Attorney General. Special Counsel must request and obtain a written authorization from the Attorney General prior to undertaking any representation against or adverse to the State of South Carolina, its offices, boards, departments, or institutions during the term of this appointment.

**F. Equal Opportunity**

Special Counsel hereby represents that neither he nor his law firm discriminates on the basis of race, religion, color, sex, age, national origin, or disability against any person in the employment of personnel in their offices.

**G. Entire Agreement/Integration**

This Agreement constitutes the entire understanding of the parties. Both parties agree that there is no other understanding or agreement other than the terms expressly stated herein.

**H. Severability of Terms and Conditions**

If any provision of this Agreement shall be held invalid, illegal, or unenforceable in any respect, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

**I. Amendment or Modification**

No amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

**J. Headings**

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this Agreement or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this Agreement.

**K. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which constitute one and the same instrument.

**Attorney General of South Carolina**

Henry McMaster

Date: January 7, 2011

**Special Counsel**

Mark W. Buyck, Jr.

Date: _____

Robert Bolchoz

Date: _____

Phillip W. McCallum

Date: _____

No amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

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**Attorney General of South Carolina**

_____
Henry McMaster

Date:_____

**Special Counsel**

Mark W. Buyck, Jr.

Date: 1/7/11

_____
Robert Bolchoz

Date: _____

1-7-2011
Phillip W. McCallum 1-7-2011

No amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

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**Attorney General of South Carolina**

_____
Henry McMaster

Date:_____

**Special Counsel**

_____
Mark W. Buyck, Jr.

Date: _____

Robert Bolchoz

Date: June 7, 2011

_____
Phillip W. McCallum

Date: _____

**Amendment to the Litigation Retention Agreement for Special Counsel Appointed by the South Carolina Attorney General as to the South Carolina State Underground Petroleum Environmental Response Bank**

All references in this document are to the Litigation Retention Agreement for Special Counsel Appointed by the South Carolina Attorney General as to the South Carolina State Underground Petroleum Environmental Response Bank effective January 7, 2011, as amended.

The work for which this appointment was made has not been completed. Pursuant to Articles 1 and VII(I) of the LRA, the South Carolina Attorney General hereby re-appoints Special Counsel Mark Buyck, Jr., Phillip W. McCallum, and Dennis Pantazis (all "Special Counsel"), for a term beginning January 1, 2015, and ending December 31, 2016. Robert Bolchoz withdrew as Special Counsel on December 2, 2013.

The below signatories hereby agree to the re-appointment of Special Counsel and to this amendment to the LRA.

All parties agree that this Addendum to the Litigation Retention Agreement for Special Counsel Appointed by the South Carolina Attorney General as to the South Carolina State Underground Petroleum Environmental Response Bank may be executed in counterparts, all of which will form one binding agreement.

Attorney General of South Carolina

Alan Wilson

Alan Wilson

Date: March 20, 2015

Special Counsel

_____ Date:_____

Mark Buyck, Jr.

_____ Date:_____

Phillip W. McCallum

_____ Date: 6/15/15

Dennis Pantazis

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Attorney General of South Carolina

Alan Wilson

Alan Wilson

Date: March 20, 2015

Special Counsel

Mark Buyck, Jr. Date: 3-20-15

Mark Buyck, Jr.

_____ Date:_____

Phillip W. McCallum

_____ Date:_____

Dennis Pantazis

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Attorney General of South Carolina

Alan Wilson

Alan Wilson

Date: March 20, 2015

Special Counsel

_____ Date:_____

Mark Buyck, Jr.

_____ Date: 4-6-2015

Phillip W. McCallum

_____ Date:_____

Dennis Pantazis

S.C. Attorney General's Office
Consumer Protection and Antitrust

APR 10 2015

Received by: TB
Reviewed by/Date:
Referred to/Date: Jowers
Notes:

**Amendment to the Litigation Retention Agreement for Special Counsel Appointed by the South Carolina Attorney General as to the South Carolina State Underground Petroleum Environmental Response Bank**

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Attorney General of South Carolina

Alan Wilson

Alan Wilson

Date: March 20, 2015

Special Counsel

_____ Date:_____

Mark Buyck, Jr.

_____ Date:_____

Phillip W. McCallum

_____ Date:_____

Dennis Pantazis

**ROBERT BOLCHOZ**
LLC

ATTORNEY AT LAW
POST OFFICE BOX 6989
COLUMBIA, SOUTH CAROLINA 29260

803.790.7474 ROBERT@BOLCHOZ.COM

December 2, 2013

Mark W. Buyck, Jr.
Willcox, Buyck, & Williams, PA
Post Office Box 1909
Florence, SC 29503-1909

Re: Underground Storage Tanks Matter

Dear Mark:

I apologize for my delay in writing to memorialize our conversation sometime ago regarding my withdrawal from representing the State of South Carolina with you in reference to the underground storage tank matters.

As we discussed at the time, a conflict has arisen which precludes me from continuing to be involved. I discussed the situation with Chief Deputy Attorney General John McIntosh and he asked that I inform you of the fact that I would no longer be representing the State. I have enjoyed the opportunity to work with you on this case and consider myself fortunate to have learned much from you. If you have any questions or are in need of any further information, please let me know.

On an unrelated note, I see that you had a quite lovely young granddaughter presented this past week. Congratulations!

Sincerely,

Robert Bolchoz
ROBERT BOLCHOZ LLC

ADDENDUM TO THE LITIGATION RETENTION AGREEMENT FOR SPECIAL COUNSEL APPOINTED BY THE SOUTH CAROLINA AITORNEY GENERAL AS TO THE SOUTH CAROLINA STATE UNDERGROUND PETROLEUM ENVIRONMENTAL RESPONSE BANK

The following sections of the Litigation Retention Agreement dated January 7, 2011, are amended to incorporate the law firm of Wiggins, Childs, Pantazis, Fisher, and Goldfarb, as designated Special Counsel:

1. Article III. CASE MANAGEMENT

   B. Notices and correspondence

   Name: Dennis Pantazis
   Address: The Kress Building, 301 19th Street North, Birmingham, AL 35203
   Phone: 205-314-0500
   Fax: 205-254-1500
   Email: dgp@wigginschilds.com

The below signatories agree to the above changes:

Attorney General of South Carolina

Alan Wilson
Date: 7/24/14

Special Counsel:

Mark W. Buyck, Jr.
Date:

Phillip W. McCallum
Date: 7-24-2014

Dennis Pantazis
7/24/14

ADDENDUM TO THE LITIGATION RETENTION AGREEMENT FOR SPECIAL COUNSEL APPOINTED BY THE SOUTH CAROLINA AITORNEY GENERAL AS TO THE SOUTH CAROLINA STATE UNDERGROUND PETROLEUM ENVIRONMENTAL RESPONSE BANK

The following sections of the Litigation Retention Agreement dated January 7, 2011, are amended to incorporate the law firm of Wiggins, Childs, Pantazis, Fisher, and Goldfarb, as designated Special Counsel:

1. Article III. CASE MANAGEMENT

   B. Notices and correspondence

   Name: Dennis Pantazis
   Address: The Kress Building, 301 19th Street North, Birmingham, AL 35203
   Phone: 205-314-0500
   Fax: 205-254-1500
   Email: dgp@wigginschilds.com

The below signatories agree to the above changes:

Attorney General of South Carolina

Alan Wilson
Date: 7/31/14

Special Counsel:

Mark W. Buyck, Jr.
Date: 7-24-14

Phillip W. McCallum
Date:_____