

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

----- x  
CHARLES F. GIBBS,

Plaintiff,

-against-

HOLLAND & KNIGHT, LLP,

Defendant.  
----- x

: Index No.: \_\_\_\_\_/2014

: **SUMMONS**

: Plaintiff designates New York County as  
: the place of trial.

: The basis of venue is the parties'  
: agreement that the venue for resolution  
: of any disputes shall be in New York,  
: New York, and Defendant's principal  
: place of business is located in New  
: York, New York.

**TO THE ABOVE NAMED DEFENDANT:**

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your Answer on the plaintiff's attorneys within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to Appear or Answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York  
September 22, 2014

**BLANK ROME LLP**

*Attorneys for Plaintiff Charles F. Gibbs*

By: \_\_\_\_\_

Leslie D. Corwin

Rachel Sims

The Chrysler Building

405 Lexington Avenue

New York, New York 10174

(212) 885-5000

TO:

HOLLAND & KNIGHT, LLP  
31 West 52<sup>nd</sup> Street  
New York, New York 10019  
212-513-3200



## **JURISDICTION AND VENUE**

4. Pursuant to Paragraph 10 of Gibbs' Employment Agreement, the parties agreed that the laws of New York shall govern the performance and interpretation of the Agreement and that the venue for resolution of any disputes between the parties shall be New York, New York.

## **STATEMENT OF FACTS**

5. Gibbs is a veteran attorney with extensive experience in trust and estate litigation, estate planning, trust and estate administration and matrimonial matters. He has been elected by his peers in *The Best Lawyers in America Guide*, Trust and Estates; Litigation – Trusts and Estates, 1991-2014; and as one of *New York Super Lawyers*, 2006-2013.

6. In July 2000, Gibbs joined H&K as a Class C Partner pursuant to a Class C Partner Admission Agreement, which was amended effective December 1, 2002 by the Employment Agreement.

7. While at H&K, Gibbs was designated a Senior Partner and was the sole or principal originator of numerous H&K clients including, more recently, the representation of Messrs. Wallace Bock ("Bock") and Irving H. Kamsler, the nominated Executors for the Estate of Huguette M. Clark in the high profile contest of her Will in the Surrogates Court, New York County, (the "Bock/Clark matter" or the "Clark litigations"). Upon information and belief, Holland & Knight was retained on these matters only or primarily because of Gibbs and his commendable reputation.

### **A. The Employment Agreement**

8. Paragraph 2(a) of the Employment Agreement sets forth Gibbs' compensation for the years 2002 and 2003 in accordance with an annual compensation production schedule which included an (i) Annual Base Compensation, (ii) Annual Collections on Own Time; and

(iii) Annual Collections as Originating Attorney (the “Schedule”). Footnote 1 of paragraph 2(a) provides further that “collections on GIBBS’ ‘own time’ shall be included in the collections as an originating attorney if such ‘own time’ collections were originated by GIBBS.” (See Exhibit A.)

9. Paragraph 2(b) of the Employment Agreement provides that Gibbs will be eligible for discretionary distributions of net profits of H&K, as set forth in the H&K Partnership Agreement (defined as the H&K Partnership Agreement dated as of January 1, 1982 as amended and revised through August 11, 2001). *See id.*

10. Paragraph 3 of the Employment Agreement provides that subject to certain conditions, Gibbs’ compensation for the year 2004 and thereafter “shall be negotiated and agreed to by the Managing Partner (as defined therein) and Gibbs.” *Id.* Attached as Exhibit B is a schedule of the compensation paid by defendant H&K to Gibbs for each year from 2005 through 2012.

11. Paragraph 11 of the Employment Agreement provides that the Agreement “may be extended on a year-to-year basis upon the mutual agreement of the parties or may be terminated by either party on sixty (60) days advanced written notice.” *See Exhibit A.*

12. Paragraph 11 of the Employment Agreement provides further:

Termination of this Amendment shall be pursuant to the terms and provisions of this Amendment and shall not be subject to or controlled by the terms and provisions of the Partnership Agreement dealing with the disability, withdrawal, termination or expulsion of a partner. The right of *GIBBS* to receive compensation under Paragraph 2 or Paragraph 3 above shall survive termination of this Amendment. This Amendment sets forth the entire agreement of the parties, and supersedes all prior understandings, representations or discussions between the parties, with respect to the subject matter. This Amendment may not be modified except by a writing signed by *GIBBS* and by the Managing Partner or any successor executive authority.

**B. H&K Purports to Terminate Gibbs**

13. By Memorandum dated February 26, 2009 from Michael Margret believed to be a non-lawyer employee at H&K (the “2009 Memo”), which was, upon information and belief, sent to all H&K Senior Partners, Gibbs was informed of his Senior Partner Draw for the year 2009. A copy of the 2009 Memo is attached hereto as Exhibit C.

14. A box following the 2009 Memo at the foot of the page states:

This Notice and the firm’s Amended and Restated Partnership Agreement together constitute the entirety of your current compensation arrangement with Holland & Knight. To the extent that any prior written or oral agreements or understandings concerning your compensation previously have not expired or been terminated, they are hereby terminated.

15. Upon information and belief, H&K improperly contends that the 2009 Memo terminated Gibbs’ Employment Agreement.

16. The 2009 Memo does not comply with Paragraph 11 of the Employment Agreement which required that it be terminated “on sixty (60) days advance written notice” and that it may not be modified “except by a writing signed by GIBBS and by the Managing Partner or any successor executive authority.” *See* Exhibit A.

17. The 2009 Memo does not provide the requisite 60 day advance written notice nor is it signed by Gibbs or by an executive authority of H&K.

18. After the 2009 Memo was sent to Gibbs, H&K continued to present Gibbs to the public as a “Senior Partner.”

19. The 2009 Memo did not terminate the Employment Agreement.

20. Gibbs continued to be employed by H&K after the year 2009 and both Gibbs and H&K acted in accordance with the understanding that his employment as a Senior Partner continued after 2009 in accordance with the terms and conditions of the Employment

Agreement, including H&K's compensation of Gibbs through 2011 pursuant to the Employment Agreement.

21. Effective as of September 27, 2012, H&K amended and restated its Partnership Agreement (the "Amended Partnership Agreement").<sup>1</sup>

22. Although Gibbs is not a signatory to the Amended Partnership Agreement and is thus not bound by its terms, the Amended Partnership Agreement acknowledges that, as with every Senior Partner, H&K was required, pursuant to Sections 3.3, 5.3 and 9.2, to have a separate written contract which specified the workload, duties, hours of work and other participation in the affairs of H&K.

23. The only written contract between H&K and Gibbs is the Employment Agreement.

24. By letter dated December 16, 2013, H&K advised Gibbs that he will be an "Inactive Senior Partner for 2014 and will not be entitled to be compensated with respect to 2014." See Exhibit D. Such letter constituted a "de facto" attempt to terminate Gibbs in breach of the Employment Agreement.

25. Upon information and belief, H&K unlawfully placed Gibbs on "Inactive Senior Partner" status in order to deny him compensation for his services, and thus increase the profits of the law firm at the expense of Gibbs.

26. By letter dated December 26, 2013, Gibbs rejected H&K's attempt to place him on Inactive Senior Partner status. See Exhibit E.

27. By letter dated January 16, 2014, H&K terminated the Employment Agreement by providing Gibbs a sixty day notice of termination. (See Exhibit F.) Thus, Gibbs was

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<sup>1</sup> The Amended Partnership Agreement is confidential. Upon request of the Court, a copy will be provided.

terminated from H&K as of March 17, 2014, which was extended, without prejudice, by mutual consent of the parties to March 28, 2014.

28. Pursuant to Paragraph 2(c) of the Employment Agreement, in the event H&K involuntarily terminates Gibbs' affiliation with H&K, his monthly draw compensation shall be pro-rated to the date of involuntary termination and his total annual compensation is to be computed in accordance with the schedule contained in Paragraph 2(a) and paid to Gibbs:

in the month of January following the calendar/fiscal year of his involuntary termination following receipt by H&K of all collections on his own time and on matters he originated in such calendar/fiscal year. In the event there are collections received by H&K in the calendar/fiscal year following the calendar/fiscal year of Gibbs' ... involuntary termination by H&K, such additional collections (net of cost reimbursements) shall be added to Gibbs' collections from the preceding calendar/fiscal year, his total annual compensation for the preceding year shall be recalculated using the above schedule [set forth in Paragraph 2(a)], and Gibbs ... shall be paid the balance of compensation owing him in January following the end of such calendar/fiscal year.

See Exhibit A.

**C. Gibbs' Year 2012 Compensation was Deficient**

29. H&K breached Paragraphs 2 and 3 of the Employment Agreement by improperly docking Gibbs \$250,000 from his year 2012 compensation.

30. Prior to the commencement of this action, Gibbs demanded that H&K pay to him the proper compensation for the year 2012 that he had earned.

31. H&K has steadfastly, and without excuse, continued to refuse to pay Gibbs his proper compensation for the year 2012.



**D. H&K Fails to Properly Compensate Gibbs for the Year 2013**

32. By letter dated January 17, 2014, H&K provided Gibbs with notice of his proposed compensation for 2013.

33. On February 21, 2014, Gibbs sent an email to Steven Sonberg, H&K's Managing Partner, rejecting his proposed compensation for the year 2013 because, among other things, the proposal by H&K included a deficient amount of compensation to Gibbs for his origination and work on the high profile and lucrative litigation known as the Bock/Clark matters. Accordingly, Gibbs invoked his rights under the Employment Agreement to negotiate his year 2013 compensation.

34. In addition, in the February 21, 2014 email, Gibbs stated that his right to total compensation for the Bock/Clark matters was required to be determined as a component of the termination of his employment in accordance with the terms and conditions of the Employment Agreement.

35. A Decree by the Surrogate of New York County, awarded H&K \$11,500,000 in fees plus costs in the Bock/Clark matters. Thus, Gibbs' share for originating the Bock/Clark matters would produce, at a minimum, \$825,000 in fair and reasonable compensation, if there were no other collections on clients that Gibbs originated, in accordance with the terms and conditions of the Employment Agreement.

36. Gibbs is also entitled to compensation pursuant to the Employment Agreement for additional collections for other client matters he originated.

37. Although Gibbs was entitled to receive at least 33 1/3<sup>rd</sup> % in origination credit for the Bock/Clark matters, upon information and belief, Edward F. Koren, the Tampa, Florida, H&K Partner in charge of H&K's nationwide Trusts & Estates practice, has kept 1/3<sup>rd</sup> of the

origination credit for himself for, upon information and belief, merely receiving an initial phone call from Irving Kamsler regarding the matter.

38. Upon information and belief, Mr. Koren subsequently had Gibbs' origination credit for the Bock/Clark matters arbitrarily reduced from 33 1/3<sup>rd</sup> % to 30%.

39. Prior to the commencement of this action, Gibbs demanded that H&K pay to him fair and reasonable compensation for the year 2013 pursuant to the Employment Agreement.

40. H&K has steadfastly, and without excuse, refused to pay Gibbs his fair and reasonable compensation for the year 2013 pursuant to the Employment Agreement.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Declaratory Judgment)**

41. Gibbs repeats and re-alleges each and every allegation contained in paragraphs 1 through 40 as if fully set forth herein.

42. The Employment Agreement is an enforceable contract by which H&K agreed that Gibbs would be entitled to compensation as set forth in Paragraphs 2(a), 2(b) and 3.

43. The Employment Agreement is an enforceable contract by which H&K agreed that it would be extended on a year-to-year basis upon the mutual agreement of the parties pursuant to Paragraph 11, and that the Employment Agreement may be terminated by either party on sixty (60) days advance written notice.

44. Although H&K did not provide Gibbs with a sixty (60) day termination notice until January 16, 2014, H&K wrongly contends that the Employment Agreement ended years earlier.

45. Gibbs has fulfilled all of his obligations pursuant to the Employment Agreement.

46. H&K has knowingly and materially breached the Employment Agreement by, among other conduct alleged herein, (i) refusing to fairly and reasonably compensate Gibbs for

the years 2012 and 2013, including refusing to fairly and reasonably compensate Gibbs for those clients for which he was the sole or principal originator; and (ii) refusing to abide by the terms and conditions of the Employment Agreement on the pretense that it had somehow been terminated years prior to H&K's January 16, 2014 notice of termination letter to Gibbs.

47. An actual controversy exists between the Parties because defendant H&K, without basis in law or contract, has refused to recognize Gibbs' origination of certain clients, and has refused to fairly and reasonably compensate Gibbs in accordance with the terms and conditions of the Employment Agreement.

48. Gibbs has no adequate remedy at law.

49. By reason of the foregoing, Gibbs is entitled to declaratory relief establishing that (i) the Employment Agreement was not terminated until March 17, 2014, following H&K's January 16, 2014 notice of termination (Exhibit F); (ii) Gibbs was the principal originator of the Clark litigations; and (iii) Gibbs must be properly compensated for the years 2012, 2013, 2014, and thereafter in accordance with the Schedule contained in Paragraphs 2(a), 2(b) and 11 of the Employment Agreement and the compensation he received for the years 2004 through 2011, in an amount to be determined at trial but not less than \$1,500,000.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Charles F. Gibbs requests a declaratory judgment establishing that (i) the Employment Agreement was not terminated until such time as Gibbs received H&K's January 16, 2014 notice of termination; (ii) Gibbs was the sole or principal originator of the Bock/Clark matters; and (iii) Gibbs must be properly compensated for the years 2012 and 2013 in accordance with the Schedule contained in Paragraph 2(a) of the Employment Agreement, in an award to be determined at trial but not less than \$1,500,000; together with interest, costs and disbursements of this action, including reasonable attorneys' fees; and such other and further relief as to the Court may deem to be just and proper.

Dated: New York, New York  
September 22, 2014

**BLANK ROME, LLP**

By: 

Leslie D. Corwin

Rachel Sims

405 Lexington Avenue  
New York, NY 10174  
(212) 885-5000  
*Attorneys for Plaintiff*

# EXHIBIT A

*CR*  
~~DRAFT~~  
CONFIDENTIAL

## AMENDMENT TO CLASS C PARTNER ADMISSION AGREEMENT

This Amendment to Class C Partner Admission Agreement ("Amendment") between *CHARLES F. GIBBS* ("*GIBBS*") and Holland & Knight LLP ("H&K") a Florida limited liability partnership, is effective December 1, 2002 ("Effective Date").

### 1. Purpose and Recitals:

(a) *GIBBS* is a Class C partner in H&K and is a member of the New York and New Jersey Bars in good standing. *GIBBS* was admitted to H&K as a Class C partner effective June 1, 2000 pursuant to a Class C Partner Admission Agreement ("Agreement"). This Amendment supercedes and replaces the Agreement in its entirety.

(b) The term "Partnership Agreement" as used below in this Agreement means the H&K Partnership Agreement which is dated as of January 1, 1982 as amended and revised through August 11, 2001. The term "Managing Partner" as used below in this Amendment means the Managing Partner of H&K or any successor executive authority.

### 2. Compensation For Year 2002 and Year 2003.

(a) Effective January 1, 2002 through December 31, 2003, *GIBBS* shall receive a monthly draw of \$21,250 against total Year 2002 and Year 2003 compensation. Total Year 2002 and Year 2003 compensation for *GIBBS* shall be computed and the balance paid in January, 2003 and in January, 2004 in accordance with the following annual compensation/production schedule:

I. <u>Annual Base Compensation</u>	II. <u>Annual Collections on Own Time</u>	<u>and</u> <u>Annual Collections As Originating Attorney<sup>1</sup></u>
\$ 600,000	\$ 800,000	\$ 2,000,000
\$ 625,000	\$ 800,000	\$ 2,200,000
\$ 650,000	\$ 825,000	\$ 2,300,000
\$ 675,000	\$ 825,000	\$ 2,500,000
\$ 700,000	\$ 825,000	\$ 2,700,000
\$ 725,000	\$ 850,000	\$ 2,800,000
\$ 750,000	\$ 850,000	\$ 3,000,000
\$ 775,000	\$ 875,000	\$ 3,100,000
\$ 800,000	\$ 875,000	\$ 3,300,000
\$ 825,000	\$ 900,000	\$ 3,400,000
\$ 850,000	\$ 900,000	\$ 3,600,000

(b) In addition, the Partnership Agreement provides for additional discretionary distributions of net profits of H&K. As a Class C partner, and in accordance with the Partnership Agreement, GIBBS will be eligible for such discretionary distributions. Such discretionary distributions are based on extraordinary performance and contribution to H&K by a partner and can be affected by the extent to which H&K achieves overall budget and profitability and by many other factors.

(c) In the event of GIBBS' retirement from law practice, or his death or disability, or the involuntary termination of his affiliation with H&K by H&K, GIBBS' monthly draw compensation shall be prorated to the date of retirement, death, disability or involuntary termination and his total annual compensation shall be computed pursuant to the above schedule and paid to GIBBS or his estate in the month of January following the calendar/fiscal year of his retirement, death, disability or involuntary termination following receipt by H&K of all collections on his own time and on matters he originated in such calendar/fiscal year.<sup>2</sup> In the event there are collections received by H&K in the calendar/fiscal year following the calendar/fiscal year of GIBBS' retirement, death, disability or involuntary termination by H&K, such additional collections (net of cost

<sup>1</sup> The collections on GIBBS' "own time" shall be included in the collections as an originating attorney if such "own time" collections were originated by GIBBS.

<sup>2</sup> In the event that GIBBS' involuntary termination is caused by GIBBS' breach of his fiduciary, partner or other obligations to H&K under the terms and provisions of this Agreement, it is understood and agreed that H&K's right to claim damages as a set-off to compensation otherwise owing to GIBBS shall be, and is hereby, preserved.

reimbursements) shall be added to *GIBBS'* collections from the preceding calendar/fiscal year, his total annual compensation for the preceding year shall be recalculated using the above schedule, and *GIBBS* or his estate shall be paid the balance of compensation owing him in January following the end of such calendar/fiscal year.

(d) If *GIBBS* shall voluntarily withdraw from H&K, *GIBBS'* right to continue to receive monthly draw compensation will be prorated to the date of withdrawal and his total annual compensation for the year of his withdrawal shall be equal to 50% of the annual compensation he would have otherwise received in such year of his withdrawal, computed pursuant to the above schedule and paid to *GIBBS* in the month of January following the end of the calendar/fiscal year of his voluntary withdrawal and following receipt by H&K of all collections on his own time and on matters he originated in such calendar/fiscal year of his voluntary withdrawal.

3. **Compensation for Year 2004 and Thereafter.** Subject to Paragraph 11 below, assuming satisfactory performance by *GIBBS* through 2003, and assuming the continuous full-time practice of law thereafter by *GIBBS* as a H&K partner, *GIBBS'* compensation for 2004 and thereafter shall be negotiated and agreed to by the Managing Partner and *GIBBS*.

4. **Insurance Benefits.** Provided *GIBBS* continues to maintain his status as a "full time" lawyer with H&K (meaning an average of 30 plus billable and nonbillable hours per week), the group insurance benefits available to other full time H&K partners, including medical, disability and life insurance, shall continue to be available to *GIBBS* subject to applicable exclusions and limitations.

5. **Profit Sharing Plan and Trust (Keogh and 401(k)).** So long as *GIBBS* continues to record 1,000 or more billable or nonbillable hours per year, *GIBBS* shall continue to be eligible to participate in the Keogh and 401(k) Profit Sharing Plan and Trust sponsored by H&K.

6. **Capital Account and Schedule C Benefits.** As a Class C partner, *GIBBS* shall not accrue Schedule C Benefits and shall not be required to make capital contributions to H&K.

7. **Assignment and Activities.**

(a) *GIBBS* shall continue to participate in H&K's furnishing of legal services to clients and shall be available to consult with, advise, assist and support other H&K lawyers as to matters in which *GIBBS* has experience and knowledge. To this end, *GIBBS* shall continue to act as Practice Area Leader for H&K's New York office's Trusts and Estates Practice Group and as Co-Practice Area Leader for H&K's National Trusts and Estates Litigation Group.



(b) *GIBBS* shall continue to exert his best efforts to create and expand professional relationships to H&K and its clients.

(c) *GIBBS'* service as a director or trustee of any organization shall continue to be subject to H&K policies relating to board memberships. Those policies include concerns relating to conflict of interest and relating to H&K liability for a lawyer's conduct as a director or trustee.

(d) While this Amendment remains in force, *GIBBS* shall not engage in the practice of law other than with H&K.

(e) While this Amendment remains in force, *GIBBS* shall continue to be expected to and shall conduct *GIBBS'* practice in accordance with the highest tradition of the legal profession and subject to applicable rules of professional conduct and ethics.

(f) While this Amendment remains in force, *GIBBS* shall not undertake or conduct any representation except in accordance with H&K's practices and procedures as established by time to time by the Managing Partner or H&K's Board of Directors.

#### **8. Liability Insurance; Professional Liability Claims.**

(a) *GIBBS* acknowledges that H&K has contracted for coverage under a professional indemnity policy issued by Lloyd's of London, as the same may be endorsed or amended from time to time. The current policy provides for a risk retention or deductible of \$1 million, per claim (inclusive of costs, charges, and expenses incurred in connection therewith), and such amount is subject to increase. There is no guaranty that H&K will continue the same coverage with the same underwriters that now exist.


(b) *GIBBS* will continue to be covered by H&K's professional indemnity policy in accordance with and subject to the provisions, conditions, limitations, exclusions, deductibles, and definitions in the policy as from time to time exists.

**9. Location.** *GIBBS* will continue to be assigned to the New York office of H&K and to H&K's National Trusts and Estates Practice Group. H&K will continue to provide *GIBBS* an office, secretarial and other office and administrative services generally provided by H&K to its partners.

**10. Governing law and venue.** The laws of New York shall govern the performance and interpretation of this agreement executed between the parties, and the venue for resolution of any disputes between the parties shall be New York, New York.

11. **Termination of Entire Amendment and Partner Status.** This Amendment may be extended on a year-to-year basis upon the mutual agreement of the parties or may be terminated by either party on sixty (60) days advance written notice. Termination of this Amendment shall be pursuant to the terms and provisions of this Amendment and shall not be subject to or controlled by the terms and provisions of the Partnership Agreement dealing with the disability, withdrawal, termination or expulsion of a partner. The right of GIBBS to receive compensation under Paragraph 2 or Paragraph 3 above shall survive termination of this Amendment. This Amendment sets forth the entire agreement of the parties, and supersedes all prior understandings, representations or discussions between the parties, with respect to the subject matter. This Amendment may not be modified except by a writing signed by GIBBS and by the Managing Partner or any successor executive authority.

Signed this 26 day of <sup>March</sup>~~February~~, 2003.

  
CHARLES F. GIBBS

HOLLAND & KNIGHT LLP

By: 

Robert R. Feagin III  
Managing Partner

# EXHIBIT B

**CHART OF COMPENSATION OF C. F. GIBBS AND  
PERFORMANCE METRICS OF C. F. GIBBS AT HOLLAND & KNIGHT**

<b>Year</b>	<b>Compensation</b>	<b>Collections from Clients Originated by C. F. Gibbs</b>	<b>Collections on Own Time of C. F. Gibbs</b>
2005	895,000	5,215,000	1,068,000
2006	850,000	2,854,000	980,000
2007	815,000	2,779,000	902,000
2008	800,000 (?)	2,725,036	978,526
2009		2,698,443 *	924,152
2010	500,000	1,400,193	450,907
2011	600,000	2,197,666	713,773
2012	500,000	2,626,742	824,571

\*Collections as Billing Partner

# EXHIBIT C

## MEMORANDUM

<b>TO:</b>	Gibbs, Charles F.
<b>FROM:</b>	Michael R. Marget
<b>DATE:</b>	February 26, 2009
<b>SUBJECT:</b>	Senior Partner Draws

As required by the firm's Partnership Agreement, the Managing Partner has set your Monthly Salary ("draw") for the remainder of 2009. As in the past, changes in draws have been made in many cases based on performance. In addition, as part of the firm's response to the current economic downturn, an effort has been made to modestly reduce draws in general. In an effort to partially offset the resulting cash flow reductions, most partners will receive monthly advances against their supplemental compensation for 2009. The advances will be reviewed throughout the year; the firm may be able to increase the advances or may need to decrease the advances based on the firm's overall financial performance.

The following chart reflects your 2009 draw and monthly advance. The new draw and advance will be reflected on your February 27, 2009, paystub. You will receive these amounts by check or by direct deposit as in the past.

Name:	Gibbs, Charles F.
Office:	New York
Monthly Salary:	\$23,000
Monthly Advance:	\$ 0
Total amount:	\$23,000

This Notice and the firm's Amended and Restated Partnership Agreement together constitute the entirety of your current compensation arrangement with Holland & Knight. To the extent that any prior written or oral agreements or understandings concerning your compensation previously have not expired or been terminated, they hereby are terminated.

# EXHIBIT D

# Holland & Knight

100 North Tampa Street, Suite 4100 Tampa, FL 33602 | T 813.227.8500 | F 813.229.0134  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Michael L. Chapman  
General Counsel  
813.227.6712  
[michael.chapman@hklaw.com](mailto:michael.chapman@hklaw.com)

December 16, 2013

VIA EMAIL ([corwinl@gtlaw.com](mailto:corwinl@gtlaw.com))  
AND U.S. MAIL

Leslie D. Corwin, Esq.  
Greenberg Traurig, LLP  
MetLife Building  
200 Park Avenue  
New York, NY 10166

Re: Charlie Gibbs

Dear Mr. Corwin:

This letter confirms our telephone conference earlier today. Our Firm does not have an agreement with Charlie Gibbs for the provision of legal services in 2014. Accordingly, he will be an Inactive Senior Partner for 2014 and will not be entitled to be compensated with respect to 2014. John Dadakis, as Charlie's transition partner, has worked with Charlie concerning the transition of certain client matters and will continue to be available to assist in winding up Charlie's practice as a Holland & Knight partner.

Sincerely,

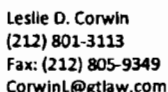
HOLLAND & KNIGHT LLP



Michael L. Chapman  
General Counsel



# EXHIBIT E



**VIA E-MAIL and FIRST CLASS MAIL**  
michael.chapman@hklaw.com

**Re: Charles F. Gibbs - Transition and Retirement Agreement**

We respond to your December 16, 2013 letter regarding Charles Gibbs. We reviewed the (i) Amended and Restated Partnership Agreement of Holland & Knight LLP effective as of September 27, 2012 (the "Partnership Agreement"); (ii) Memorandum dated February 26, 2009 regarding "Senior Partner Draws" (the "2009 Memorandum"); and (iii) Amendment to Class C Partner Admission Agreement effective December 1, 2002 (the "2002 Amendment"). As explained below, we disagree with the statement in your letter that Holland & Knight LLP (the "Firm") does not have an agreement with our client, Charles F. Gibbs, Esq., for the provision of legal services in 2014:

The 2002 Amendment provides that it may be terminated by either party on sixty (60) days advance written notice. (See ¶ 11). Paragraph 11 also provides that termination of the 2002 Amendment “shall be pursuant to the terms of this Amendment and shall not be subject to or controlled by the terms and provisions of the Partnership Agreement dealing with the disability, withdrawal, termination or expulsion of a partner.” There can be no dispute that Mr. Gibbs’ was not provided with 60 days advance written notice and thus his membership in the Firm has not been terminated.

AIMP2 [1]  
 ALK-1 [10, 10A]  
 ATRAF-1 [2]  
 BCL-2 [10]  
 BCL-2L [10]  
 BCL-2L1 [10]  
 BCL-2L2 [10]  
 BCL-2L3 [10]  
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Please be further advised that even if the Firm were to provide Mr. Gibbs with the requisite notice, the Partnership Agreement provides for a resolution of disputes as follows:

**Resolution of Disputes**

Article XXII of the Partnership Agreement provides a mechanism for the resolution of any disputes between the Firm and Mr. Gibbs. Section 22.1 provides that the parties shall attempt in good faith to resolve any disputes promptly by negotiations between the Managing Partner or his or her designee and the Partner with a dispute. Either party may give the other party written notice of any dispute not resolved in the normal course of business. As you are aware, within 20 days after delivery of such notice, the Managing Partner or his or her designee is required to meet with the Partner with the dispute (and thereafter as often as necessary) to attempt to resolve any dispute. If the matter is not resolved within 60 days of the disputing party's notice or if the parties fail to meet within the requisite 20 days, either party may initiate Mediation of the dispute under the current International Institute for Conflict Prevent and Resolution Mediation Procedures, as provided in § 22.2 of the Partnership Agreement. Pursuant to § 22.3 of the Partnership Agreement, if the Firm's dispute with Mr. Gibbs is not resolved by Mediation, or if either of the parties does not participate in the Mediation procedure, the dispute shall be finally settled by Arbitration in accordance with the terms and conditions set forth in § 22.3 of the Partnership Agreement.

As you are aware, pursuant to the 2002 Amendment, New York law governs the resolution of any disputes with Mr. Gibbs and the venue for resolution of any disputes shall be in New York, New York.

Please note further that in the event there is a dispute in connection with Mr. Gibbs' termination or compensation for 2013 and 2014, such dispute will necessarily include issues regarding payment of his compensation in 2013 and 2014 including, *inter alia*, his origination of the Clark matter. In that regard, we respectfully, call your attention to *Smith v. Brown & Jones*, 633 N.Y.S.2d 436 (N.Y. Sup. Ct. 1995) *aff'd* 235 A.D.2d 294 (1st Dep't 1997) and *Starr v. Fordham*, 420 Mass. 178 (1995), which make it clear that law firm partners have a fiduciary obligation with respect to payment of compensation and, as part of the partnership's obligation of good faith and fair dealing with each of the partners, a "court could consider the partnership's self-dealing and self-interest in allocating the firm's profits since the percentage of profits assigned to the departing partner had a direct impact on the remaining partners' share of the firm's profits. *Smith*, 633 N.Y.S.2d at 441. The *Smith* decision mandates that although a partnership agreement may allow the law firm partnership to retrospectively fix compensation for a withdrawing partner, an unfair allocation of profits to a withdrawing partner will constitute self-dealing and will not be

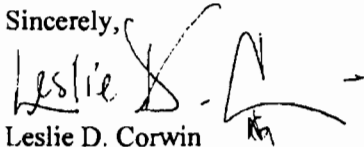
Michael L. Chapman, Esq.  
December 26, 2013  
Page 3

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condoned. The *Smith* Trial Court found that the law firm breached its fiduciary obligation and the implied covenant of good faith and fair dealing to the withdrawing partner by unfairly determining his compensation for the year when he withdrew and awarded the departing partner a substantial money judgment. The Trial Court premised its decision on the law firm's fiduciary obligations and the requirement that it must deal fairly and equitably with its partners.

We are hopeful that after you have reviewed this letter, you will understand our client's position and can assure us that the Firm will fulfill its fiduciary and contractual obligations in accordance with the Partnership Agreement and the 2002 Amendment in its future dealings with Mr. Gibbs, including the continuation of his monthly draw. This letter shall not be construed as a complete recitation of the facts and is written without prejudice to any and all of our client's rights, remedies or defenses, all of which are hereby expressly reserved. We are, of course, available should you have any questions or wish to discuss the matter further.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie D. Corwin", with a stylized flourish extending to the right.

Leslie D. Corwin

cc: Charles F. Gibbs, Esq.

# EXHIBIT F

# Holland & Knight

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Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Michael L. Chapman  
General Counsel  
813-227-6712  
[michael.chapman@hklaw.com](mailto:michael.chapman@hklaw.com)

January 16, 2014

VIA EMAIL AND U.S. MAIL

Leslie D. Corwin, Esq.  
Greenberg Traurig, LLP  
MetLife Building  
200 Park Avenue  
New York, NY 10166

Re: Charlie Gibbs

Dear Les:

We have received your letter of January 9, 2014. With respect to your request to meet pursuant to Article XXII of the Amended and Restated Partnership Agreement of Holland & Knight LLP, effective as of September 27, 2012, we are available to meet on January 22<sup>nd</sup>, January 23<sup>rd</sup> (before noon), or January 28<sup>th</sup>. Please let me know which date and time will work so that we can arrange schedules accordingly.

With respect to your letter of December 26, 2013, we iterate that the firm does not have an agreement with Charlie Gibbs for the provision of legal services during 2014. Mr. Gibbs' Amendment to Class C Partner Admission Agreement effective December 1, 2002 (the "2002 Agreement"), was, at a minimum, terminated by written notice in 2009.

Whether through non-renewal or termination, the 2002 Agreement ended years earlier. We do not waive or recede from that position. In an overabundance of caution and in an effort to narrow the scope of our dispute, please consider this letter to be an advance written notice of termination under the 2002 Agreement. Please advise us if your client contends that this notice is ineffective for any reason.

Leslie D. Corwin, Eq.  
January 16, 2014  
Page 2

Your letter of January 9, 2014, characterizes my earlier letter as "purporting to terminate Mr. Gibbs' membership in Holland & Knight LLP . . . ." To the contrary, Mr. Gibbs remains an Inactive Senior Partner in Holland & Knight.

Please contact me if you would like to discuss these issues further before our meeting.

Sincerely,

HOLLAND & KNIGHT LLP

A handwritten signature in dark ink, appearing to read "M. Chapman", with a long horizontal flourish extending to the right.

Michael L. Chapman  
General Counsel