

## LETTER AGREEMENT FOR LEGAL SERVICES

Rogério C. Scotton  
BOP 99370-004  
D. Ray James Correctional Institution  
Attn.: Inmate Mail/Parcels  
P.O. Box 2000  
Folkston, GA 31537

Dear Mr. Scotton:

1. The purpose of this letter is to set forth and confirm our understanding with respect to the agreement for your payment of attorneys' fees and costs, and our rendering of legal services on your behalf. Our representation pursuant to this Agreement shall become effective upon our acceptance of employment.
2. You have retained this firm to represent you in connection with your pending I-247 immigration detainer (including ATD/bond request); DHS Freedom of Information Act request and administrative appeal; Bureau of Prison civil grievance (administrative remedies); and potential 28 USC 2255 proceedings relating to *United States v. Scotton*, SDFL Case No. 12-CR-60049. You acknowledge that we have made no promises or guarantees regarding the outcome of your case. Instead, we have discussed with you the unpredictability of most legal matters, especially litigation.
3. This representation is on a flat-fee basis. The attorney's fee for this representation is a flat-fee of \$60,000 (Sixty Thousand and 00/100 U.S. Dollars). You agree that this fee is reasonable, immediately earned (earned on receipt), and is not based on an hourly rate. This fee will be deposited into our general operating account and will not be deposited into our client trust account. The Engagement Fee does not cover any costs. Even though the fee is earned on receipt, you may nevertheless discharge us at any time and in that event may possibly be entitled to a partial or total refund upon the time and value of the legal services provided prior to discharge.
4. Your Engagement Fee has been paid in its entirety by a third party, Mr. Joao Dos Santos Lino, and you have consented to this arrangement. There is no known conflict of interest, and this third-party payor does not interfere with our professional judgment or relationship with you. In accordance with Rule 4-1.6 (Confidentiality of Information), you and the third party understand that our ethical duties of confidentiality and communications are owed to you only. All decisions regarding the legal status and strategy of your case shall be discussed only with you and not the third party, unless you give express written permission. Any refund shall be returned to the party who provided the funds.
5. You are responsible for any out-of-pocket costs incurred on your behalf in connection with the representation. Typical costs include: filing fees, service of process, depositions, expert witness fees, travel expenses, long-distance telephone calls, Federal Express/UPS/DHL, courier services, photocopies (billed at \$0.15 per page), and online database retrieval charges (such as Pacer, Lexis and Westlaw). We are not taking a costs deposit to cover these costs at this time and will instead invoice and request reimbursement from you on a periodic basis. It is our understanding that the above-referenced third-party payor will be reimbursing us for all out-of-pocket costs incurred hereunder.

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