

March 16, 2020

VIA EMAIL

Mr. Jason Gabriel
Office of General Counsel
117 W. Duval Street
Suite 480
Jacksonville, Florida 32202

Dear Jason,

Your office retained the Nelson Mullins law firm to represent JEA in the arbitration concerning the termination of Aaron Zahn. I write to ask you to reconsider your decision as it has become apparent that Nelson Mullins is laboring under multiple conflicts of interests and has publicly disseminated misinformation, faulty analysis, and erroneous conclusions at the expense of its client, JEA.

A reputable law firm would complete a full investigation and thoughtful analysis of facts before accusing others of fraud or misrepresentation. Yet Nelson Mullins has leveled such accusations at JEA employees after demonstrating only a rudimentary understanding of the utilities industry and JEA. It leveled these serious allegations never having spoken to me or any other member of JEA management. Such carelessness and rush to judgment from JEA's own lawyers is unacceptable.

Nelson Mullins has jeopardized JEA's defense against Mr. Zahn's claims. In the arbitration proceeding, senior management team members will be key JEA witnesses. Having publicly impugned the motives and character of the senior leadership team, Nelson Mullins is in no position to now advise, prepare, and sponsor those same people in the arbitration proceeding.

These conflicts are in addition to the concern I shared with your office when I learned that your office wished to retain Nelson Mullins. I do not understand how Nelson Mullins can represent JEA in the arbitration when one of its lawyers is likely a fact witness. Before Mr. Zahn was terminated for cause Nelson Mullins lawyer Daniel Nunn met with Mr. Zahn and Council Member Diamond. In that meeting, Mr. Zahn discussed his views of the ITN process, the PUP, and other issues that are germane to

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his termination for cause. When I raised the potential conflict with your office, I was told that Nelson Mullins had not disclosed the potential conflict but that your office investigated, and representation was appropriate because Mr. Nunn attended the meeting only as a "friend" of Councilman Diamond. Mr. Nunn's personal relationship with Councilman Diamond does not change the analysis. Mr. Nunn cannot serve as both an advocate and witness in the arbitration proceeding.

It is intolerable that a law firm retained to represent JEA, whose precise scope of work is intentionally narrow, can treat this limited engagement as a license to attack its own client.

Sincerely,

A handwritten signature in cursive script, appearing to read "Melissa".