EXHIBIT 2-E
Vincent J. Roscigno  
6866 McGregor St.  
Worthington, OH 43085  
Phone: 614.307.5771

Re: Consultancy Agreement in Potential Ohio Litigation

Dear Professor Roscigno:

This letter acknowledges and confirms the agreement of attorneys employed by the American Civil Liberties Union Foundation ("ACLU"), as counsel for plaintiffs in potential litigation in Ohio, and you ("Expert") regarding your retention as a consultant, in accordance with the following terms and conditions (the "Agreement").

1. Responsibilities. As directed by and subject to the supervision and review of attorneys from ACLU ("Plaintiffs' counsel"), Expert shall:

   - Analyze racial disparities in socioeconomic status in Ohio, and their relationship to the likely impact of early voting cutbacks in the state, as well as the other so-called "Senate Factors," which include:

     - the history of official voting-related discrimination in Ohio or its political subdivisions;
     - the extent to which voting in the elections of Ohio or its political subdivisions is racially polarized;
     - the extent to which Ohio or its political subdivisions have used voting practices or procedures that tend to enhance the opportunity for discrimination against the minority group, such as unusually large election districts, majority-vote requirements, and prohibitions against bullet voting;
     - the exclusion of members of the minority group from candidate slating processes in Ohio or its political subdivisions;
     - the use of overt or subtle racial appeals in political campaigns in Ohio or its political subdivisions;
     - the extent to which members of the minority group have been elected to public office in Ohio or its political subdivisions; and
     - whether there is a lack of responsiveness on the part of Ohio elected officials to the particularized needs of minority group members.
PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT

This analysis will be conducted as per instruction from, and in consultation with, Plaintiffs' counsel. If relevant, Expert may be asked to analyze data and documents, including those produced by the State of Ohio in discovery in this case, as well as deposition testimony. Expert may also be asked to analyze the likely impact of reductions to Ohio's early voting period, including whether such reductions may have disproportionate effects on racial minorities. Expert may also be asked to consult with Plaintiffs' counsel in advance of depositions, in connection with discovery requests or for other purposes relating to this litigation.

- Prepare informal and/or formal reports and affidavits to Plaintiffs' counsel's satisfaction.
- Testify at any deposition(s) and/or at any court hearing or trial, as may be necessary, as an expert witness on the matters subject to this engagement.

2. Excluded Responsibilities. The parties hereby acknowledge and agree that any duties not specifically set forth in paragraph (1) will not be performed by Expert, absent a subsequent agreement in writing for the performance of such additional duties.

3. Fees. Expert shall be paid, as consideration in exchange for performance hereunder, an hourly rate of $150 for work other than deposition or court testimony, $1,000 per day on any day Expert provides court/deposition testimony or $500 if such testimony (excluding travel) does not exceed four hours. Time billed in connection with travel will be billed at half the Expert's hourly rate (or $75 per hour) but will not exceed $450 per day. Pursuant to this Agreement, Expert will bill no more than 35 hours unless the ACLU provides prior written authorization. Expert will provide an invoice on the first day of each month for all work performed during the preceding month during the term of this Agreement. All fees due under this paragraph, and any approved costs reimbursed pursuant to paragraph (4), shall be made within 30 calendar days of the submission of an invoice by Expert.

4. Expenses. Except as provided in paragraph 9, the ACLU shall not reimburse Expert for any expenses unless ACLU has approved the specific expense in advance and Expert provides appropriate documentation of the expense. Subject to such advance notice and approval, ACLU shall reimburse Expert for necessary travel expenses incurred in connection with this agreement.

5. Independent Contractor. Expert hereby acknowledges and agrees that he is an independent contractor to the ACLU hereunder and neither Expert nor any employees, owners, directors, members, partners, agents or independent contractors of Expert shall be considered an employee, servant, partner, or representative of the ACLU for any purpose.

6. No Authority to Bind. Expert may not bind, obligate, or represent the Plaintiffs' counsel unless authorized in writing to do so.

7. Sub-Contracting. Expert may not subcontract out any of the services described in this Agreement without the ACLU's prior written approval in each instance.
PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT

8. Confidentiality. During the term of this Agreement and thereafter, Expert shall maintain with strict confidentiality all information relating to the work described in and performed pursuant to this Agreement. Expert may only publicly acknowledge the work conducted under this Agreement with the prior permission of Plaintiffs’ counsel in each instance. Expert agrees that, if he receives inquiries from members of the news media or other parties in connection with the work described in or performed pursuant to this Agreement, he will forward such inquiries to Plaintiffs’ counsel. Expert will treat all discussions with Plaintiffs’ counsel on this matter as strictly confidential and subject to the attorney-client and/or work product privilege and any other applicable privilege(s). Expert may also be subject to the terms of the protective orders in effect in this case. If Plaintiffs’ counsel deem it necessary, Expert agrees to execute any agreement indicating that he agrees to be bound to the terms of such protective orders.

9. Work and Work Product. Any reports that might be produced by Expert pursuant to this Agreement are attorney work product performed under the supervision and direction of attorneys in anticipation of litigation. During the term of this Agreement and thereafter, Plaintiffs’ counsel will own all work product created pursuant to this Agreement as work made for hire. If any third party demands from Expert any of the work product created pursuant to this Agreement, Expert will notify Plaintiffs’ counsel immediately and Plaintiffs’ counsel will determine whether any privilege against compliance with such demand is applicable and, at Plaintiffs’ counsel’s election, will provide all legal services necessary to enforce and protect any applicable privileges. The ACLU will reimburse Expert for all reasonable expenses incurred by Expert in the course of responding to such demands.

10. Termination. Either party may terminate this Agreement at any time by notifying the non-terminating party in writing at least thirty (30) days in advance of the effective date of the termination. Should Expert exercise his option to terminate, ACLU may, at its option, direct Expert to immediately cease all work on the project and terminate the Agreement immediately. Notwithstanding the above, the ACLU may upon written notice terminate this Agreement for cause, as determined by ACLU, with immediate effect. Upon termination of this Agreement, Expert shall return all materials provided theretofore by Plaintiffs’ counsel to Expert.

11. Modification. The terms of this Agreement may be modified or waived only by written agreement, signed by both of the parties.

12. Assignment. Neither party may assign its obligations and rights under this Agreement except with the prior written approval of the other party.

13. Choice of Law and Forum. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts entered into in that State, without regard to choice of law rules. Expert and the ACLU agree that any and all disputes relating to this Agreement or to your services hereunder shall be finally resolved by binding arbitration, at the New York City offices of the American Arbitration Association ("AAA"), pursuant to the AAA’s Rules of Commercial Arbitration. A single arbitrator shall be mutually selected by Expert and the ACLU, and the parties shall share equally in all arbitration costs, except that each party shall be responsible for its own attorney’s fees. The arbitrator shall have no power to add to, subtract from or otherwise modify this Agreement, and may not award attorney’s fees as an
PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT

element of damages.

14. Notices. Any notice under this Agreement must be delivered in writing or by email.

15. Entire Agreement. This is the entire agreement between Expert and the ACLU with respect to the Expert’s engagement by the ACLU.

16. Invalidity. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such a case, the parties shall replace the invalid provisions with a legally permissible arrangement that comes nearest to the intended purpose of the invalid provision.

17. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any particular attachment to this Agreement, the terms of this Agreement shall control, unless explicitly designated otherwise in writing.

18. Signature. This Agreement may be executed by facsimile signature or by other electronic means acceptable to the parties. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

19. Integration. The terms of this Agreement constitute the complete agreement between the parties and supersede all other agreements, promises, representations, and negotiations, whether written or oral, between the parties regarding the subject matter of this Agreement.

20. Survival. The following Sections shall survive termination or expiration of this Agreement: 5, 6, 8-10, 13, 16, 17, 19 and any other terms which by their nature survive.

If the foregoing accurately reflects our mutual understanding, please acknowledge your acceptance by signing below where indicated. Please return the original signed contract and the completed IRS Form W-9 to the ACLU and retain a copy of each for your files. We look forward to working with you.

Very truly yours,

By:

DATE HO
Director, Voting Rights Project
American Civil Liberties Union
Foundation

Date: 3/31/14
PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT

ACCEPTED AND AGREED TO AS
OF THE DATE FIRST HERINABOVE WRITTEN:

By: ____________________________

VINCENT ROSCIGNO

Date: 3/29/14