

From: [Cuttino, Ashley P. <Ashley.Cuttino@ogletreedeakins.com>](mailto:Ashley.Cuttino@ogletreedeakins.com)

To: [Pisarik, HollyHollyPisarik@gov.sc.gov](mailto:Pisarik,HollyHollyPisarik@gov.sc.gov)

Date: 7/18/2016 4:59:48 PM

Subject: RE: Nondisclosure and nondisparagement agreement -ATTORNEY-CLIENT COMMUNICATION

Attachments: [Nondisclosure and nondisparagement agreement.docx](#)

I will be in a conciliation tomorrow morning but could discuss tomorrow afternoon.

Ashley P. Cuttino | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

The Ogletree Building, 300 North Main Street, Suite 500 | Greenville, SC 29601 | Telephone: 864-240-8302 | Fax: 864-235-8806

ashley.cuttino@ogletreedeakins.com | www.ogletreedeakins.com | [Bio](#)

From: [Pisarik, Holly \[mailto:HollyPisarik@gov.sc.gov\]](mailto:Pisarik,HollyHollyPisarik@gov.sc.gov)

Sent: Monday, July 18, 2016 3:21 PM

To: Cuttino, Ashley P.

Subject: RE: Nondisclosure and nondisparagement agreement -ATTORNEY-CLIENT COMMUNICATION

Hey Ashley,

Thanks, we had a great time! I'm now trying to dig myself out from under this e-mail mountain.

The attachment did not have any red-lines. Can you re-send with red-line edits?

Thanks, Holly

From: Cuttino, Ashley P. [<mailto:Ashley.Cuttino@ogletreedeakins.com>]

Sent: Saturday, July 16, 2016 11:41 AM

To: [Pisarik, Holly](mailto:Pisarik,HollyHollyPisarik@gov.sc.gov)

Cc: Cuttino, Ashley P.

Subject: RE: Nondisclosure and nondisparagement agreement -ATTORNEY-CLIENT COMMUNICATION

Holly-

I saw on Facebook you were on vacation. I hope you had a great time.

Attached are some proposed redline changes to this document and my thoughts. The enforceability of this document based solely on mutual signing is very shaky. There is a good chance it is unenforceable. There are also other issues in regards to what happens if everyone doesn't sign. How do you argue something was confidential to some employees but not others (if they all have equal access). I am also concerned about Haley's ability to sign this document as the Governor. If she does so won't it by default be subject to FOIA? Does she have the legal authority to take this act as Governor and bind the state to this kind of contract for all time? What happens if a disclosure occurs after she is out of office?

I will be in the office most of this week. It is probably worth a quick conversation for us to talk through this. I have added some comments for you to think about.

Ashley P. Cuttino | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

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ashley.cuttino@ogletreedeakins.com | www.ogletreedeakins.com | [Bio](#)

From: [Pisarik, Holly \[mailto:HollyPisarik@gov.sc.gov\]](mailto:Pisarik,HollyHollyPisarik@gov.sc.gov)

Sent: Thursday, July 07, 2016 12:49 PM

To: Cuttino, Ashley P.
Subject: Nondisclosure and nondisparagement agreement

Thank you!

Holly G. Pisarik
Chief Legal Counsel
Office of Governor Nikki R. Haley
O: 803-734-8465 C: 803-322-6255

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