

EXHIBIT A

HellerEhrman_{LLP}

May 27, 2008

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Mr. Jeff Rector
#603 Elsa Kamakura
Sasuke 1-7-1, Kamakura-shi
Kanagawa-ken, Japan 248-0017

Dear Jeff:

I am pleased to confirm the offer I extended to you to join Heller Ehrman. The attorneys here enjoyed meeting with you and believe you will make an excellent addition to our firm. We have described below the details of our offer and enclosed more extensive benefit information. If you have any questions about this offer, please feel free to contact me or Shelley Levine, our Professional Recruitment Manager, at any time.

You will be assigned to the Energy Practice Group in our San Francisco office. As we discussed, we anticipate that you will also spend a significant amount of your time in the Silicon Valley office as well. For purposes of compensation, you will be a member of the Associate Class of 2004. For purposes of promotion to shareholder status you will be a member of the Associate Class of 2005. Under our current policy you will first be eligible for admission as a shareholder on January 1, 2013. If you accept our offer, we anticipate that you will join the firm on September 2, 2008.

Your associate compensation class is currently paid an annual base salary of \$210,000, with a potential total compensation of up to \$291,500 if certain annual performance and other criteria are met. Salary adjustments are normally made on January 1 of each year. You will be eligible for your first adjustment on January 1, 2009. For bonus consideration purposes for 2008, your hours will be annualized based on your arrival date and any bonus will be pro rated accordingly.

We expect from all associates a minimum of 1900 billable hours per year. We also expect associates to participate in non-billable activities such as pro bono matters, firm administration, bar association and community service activities, professional development and training, and business development. Associates' expected non-billable contributions – in addition to the 1900 billable hours – are 200 to 300 non-billable hours in their first two years; 300 to 400 non-billable hours in their third through fifth years; and 400 to 500 non-billable hours in their sixth year and thereafter.

Heller Ehrman LLP 333 Bush Street San Francisco, CA 94104-2878 www.hellerehrman.com

Anchorage Beijing Hong Kong Los Angeles Madison, WI New York San Diego **San Francisco** Seattle
Silicon Valley Singapore Washington, D.C.

The firm currently awards two types of bonuses: basic bonuses and enhanced bonuses. Basic bonuses are fixed amounts awarded based on total billable and pro bono hours, beginning at 2000 hours and increasing in 100-hour increments. All pro bono hours count toward all bonus levels. Enhanced bonuses are amounts within defined ranges for each associate level and may be awarded for exceptional performance at the firm's sole discretion. Details regarding the firm's bonus structure can be found in the attached memo regarding 2008 associate compensation.

The firm may change the bonus structure and the shareholder admission policy at its discretion at any time. You will be notified in writing of any changes. Changes are not valid unless they are made in writing and issued by a person authorized by the Executive Committee to make such changes.

Bar Examination and Membership. The firm will pay for your mandatory membership in the California Bar Association. The firm will also pay for membership in the American Bar Association and for up to two additional memberships in local bar associations or bar association sections.

Benefits and Vacation. Heller Ehrman offers an innovative and comprehensive benefit program which currently includes firm-paid short- and long-term disability, firm-paid basic life insurance, and a variety of medical, dental and vision care options. These are more thoroughly described in the enclosed Summary of Benefits. Associates accrue 20 days of vacation in each calendar year of employment. The maximum vacation accrual is 30 days. The firm may change its benefit program at its discretion at any time upon written notice.

401(k) Plan. Associates currently may elect to contribute to the firm's 401(k) plan through pre-tax payroll deductions. See the attached Summary of Benefits for more details.

Transportation and Relocation. The firm will pay reasonable transportation and moving expenses based on the enclosed Transportation and Relocation Policy. Notwithstanding the limits noted in the enclosed Transportation and Relocation Policy, the firm will pay for or reimburse you for your actual reasonable transportation and relocation expenses up to a maximum of \$20,000.

In the event you withdraw after accepting employment or choose to leave the firm within one year of your first day of employment, you will be responsible for reimbursing the firm for all transportation and relocation expenses. Reimbursable expenses include those paid to you or on your behalf.

In accordance with firm policy, this offer is subject to the clearance of all potential conflicts of interest arising from your current or past employment or associations; proof of your eligibility to work in the United States pursuant to the Immigration Reform Control Act;

satisfactory completion of a background investigation; and verification of your law school education. Enclosed please find two conflicts questionnaires, a background investigation authorization form, and a transcript release form. All of them must be completed and returned to Shelley Levine as soon as possible, but no later than three weeks prior to your anticipated start date. Upon your arrival, we will ask for copies of your continuing legal education (CLE) records for the current compliance period so that we can assist you in tracking and reporting the credits you have earned.

Enclosed are two originals of this letter. After you have reviewed this letter please sign the acknowledgement and return the signed copy to Shelley Levine. The signed letter will constitute a complete statement of our agreement and will supersede and replace all prior and contemporaneous negotiations and agreements, whether oral or written. Any subsequent changes to this agreement can only be made in writing and signed by the Hiring Committee Chair or Managing Shareholder of your office. Please retain the other original letter for your records.

We would appreciate hearing from you by June 6, 2008 or sooner if possible. If you have any further questions about our practice, the details of this offer, or any other matter, please do not hesitate to call me or Shelley Levine.

Sincerely,



Todd G. Glass

Enclosures:

- Acknowledgement
- Summary of Benefits
- Compensation Memo
- Transportation and Relocation Policy
- New and Lateral Hire Conflicts Form
- Lateral Attorney Questionnaire
- Background Investigation Authorization Form
- New Hire Transcript Release Form

cc: Russell Cohen, Hiring Committee Co-Chair
David Paulson, Hiring Committee Co-Chair
Shelley Levine, Professional Recruitment Manager
Mary Axelrod, Human Resources Manager
Mark Weeks, Managing Director, Business
Michael Gotham, Director of Attorney Recruiting

I understand that the terms of my employment with Heller Ehrman will be governed by the terms set forth in this letter and the attachments. I also understand that this letter supercedes any previous statements or representations about my employment with the firm and that any material changes to the terms of my employment will be in writing and signed by an authorized representative of the firm.

Jeff Rector June 4, 2008
Jeff Rector Date