

CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

This Contingent Fee Contract For Legal Services (the “Contract”) contains the terms under which the State of Nevada, on behalf of the People of the State of Nevada, through its Office of the Nevada Attorney General and its Bureau of Consumer Protection (collectively the “Attorney General”), agrees to retain the law firms of Nachawati Law Group (“Nachawati”), WH Law (“WH Law”), and Kemp Jones, LLP (“Kemp Jones”) (collectively “Special Contractor”) to provide legal services on a contingent fee basis to co-represent the State in connection with the investigation and possible litigation of any and all available claims, causes of action, matters, or related interests, involving the impacts, risks, and harms to the State of Nevada and its residents by Social Media Platforms (“SMP” or “SMPs”) (referred to as the “SMP Investigation and Litigation”).

RECITALS

WHEREAS, it is alleged that SMPs have, through manipulative tactics, unfair inducement, and unprecedented technologies, fundamentally caused harms, risks, and impacts to Nevada and its residents, specifically Nevada’s youth;

WHEREAS, pursuant to NRS 228.380, the Attorney General commenced an investigation into the harms, risks, and impacts of SMPs to enforce the consumer protection laws of the State of Nevada;

WHEREAS, pursuant to NRS 228.330, the Consumer Advocate may perform such other functions and make such other arrangements as may be necessary to carry out his duties and the functions of his office to enforce the consumer protection laws of the State of Nevada;

WHEREAS, pursuant to NRS 228.1111, the Governor, in consultation with the Attorney General, has determined in writing that the Attorney General requires either additional legal resources beyond those now maintained by the Office of the Nevada Attorney General, or the diversion of existing legal resources from current essential assignments, which is untenable, and that representation pursuant to a contingent fee contract is cost-effective and in the public interest;

WHEREAS, in accordance with NRS 228.1111, the Attorney General or other officer, agency or employee, as applicable, has obtained approval from the Interim Finance Committee to commit money for the purpose of a contingent fee contract for the SMP Investigation and Litigation;

WHEREAS, the SMP Investigation and Litigation is likely to entail numerous complex factual and legal issues;

WHEREAS, the SMP Investigation and Litigation will require the expenditure of substantial resources by any private attorneys retained to assist the State of Nevada;

WHEREAS, the Attorney General seeks to limit the expenditure of resources by the State of Nevada related to the SMP Investigation and Litigation;

WHEREAS, it is deemed that the services of Special Contractor, herein specified, are both necessary and desirable, and in the best interests of the Attorney General and the State of Nevada and its residents;

WHEREAS, Special Contractor represents that it is licensed to practice law in the State of Nevada and/or has associated or obtained local counsel in the State of Nevada pursuant to Rule 42 of the Nevada Supreme Court Rules and all other applicable rules, and that it is duly qualified, willing and able to render the legal services as hereinafter described; and

WHEREAS, the Attorney General, specifically through its Bureau of Consumer Protection, and Special Contractor agree to enter into this Contract.

NOW, THEREFORE, based on the foregoing promises, the parties mutually agree as follows:

1. SCOPE OF REPRESENTATION

1. The Attorney General and Special Contractor agree to become Parties to a contingent fee contract to provide legal services on a contingent fee basis to assist the State of Nevada in the SMP Investigation and Litigation. The SMP Investigation and Litigation includes, without limitation, any investigation or litigation, including any and all claims, matters, causes of action, or interests related to the cause or contribution to the impacts, risks, and harms to the State of Nevada and its residents by SMPs. Special Contractor is authorized, upon approval of the Attorney General, to take appropriate legal steps to prosecute the SMP Investigation and Litigation, including, without limitation, the commencement of litigation, as it pertains to liability, damages, civil penalties, injunctive relief and restitution/disgorgement of profits, and to participate in any settlement negotiations. Special Contractor shall provide sufficient resources, including attorney time, to prosecute the SMP Investigation and Litigation and any additional matters, actions, or related interests, faithfully and with due diligence to its conclusion, including the exhaustion of any and all appeals by any and all defendants. Special Contractor agrees that its duties include assisting with the investigation, evaluation of claims, matters, and causes of action, and filing of lawsuits, in state and/or federal court(s), against one or any number of defendants, to hold those accountable for the harms, risks, and impacts, by SMPs to the State of Nevada and its residents, as determined in conjunction with the Attorney General and Consumer Advocate to be in the best interest of the State of Nevada. Special Contractor and the Attorney General agree to work together in good faith to identify the most appropriate defendants and actions to achieve this goal in a manner agreeable to all Parties, however, pursuant to NRS 228.1113, the Attorney General retains final decision-making authority over those defendants and actions.

2. The Attorney General does not relinquish the Attorney General's constitutional, common law, or statutory authority or responsibility through this Contract. It is expressly understood that, pursuant to NRS 228.1113, the Attorney General must retain final authority over the course and conduct of the matter that is the subject of this Contract, without limitation. This authority includes, but is not limited to:
 - a. The authority to override any decision made by Special Contractor; and
 - b. The sole authority to agree to any settlement or voluntary dismissal.
3. Special Contractor does not represent other Nevada counties, cities, municipalities, districts, and Nevada tribes with similar claims, matters, causes of action, or interests related to the cause or contribution to the impacts, risks, and harms by SMPs or similar to the SMP Investigation and Litigation (collectively "Nevada Local Governments"). Special Contractor agrees that during the effective dates of this Contract, it will not at any time represent Nevada Local Governments. Special Contractor also agrees that it will not represent any other counties, parishes, cities, municipalities, districts, or tribes in any other state with similar claims, matters, causes of action, or interests related to the cause or contribution to the impacts, risks, and harms by SMPs or similar to the SMP Investigation and Litigation (collectively "Other Local Governments"). If at any time Special Contractor intends to represent Other Local Governments, Special Contractor will apprise and inform the Attorney General about its intent to do so along with any strategic decisions or settlement discussions concerning these Other Local Governments. The Attorney General retains the authority to prohibit such representation by Special Contractor of Other Local Governments pursuant to the agreement of the parties through this Contract.
4. Special Contractor and the Attorney General or the Attorney General's deputy designee(s) will discuss all major litigation decisions, including but not limited to: (1) whether and where to file one or more lawsuits on behalf of the State of Nevada; (2) the inclusion, addition, or removal of any defendant(s) from any and all lawsuits; (3) the inclusion, addition, and removal of claims from any and all lawsuits; (4) any participation in the National Social Media Platforms Litigation (MDL 3047); (5) the selection and retention of experts or other professionals in any and all lawsuits; (6) settlement and/or mediation or arbitration options; (7) whether to proceed to trial in any and all lawsuits; and (8) litigation strategy.
5. Pursuant to NRS 228.1113, the Attorney General or his deputy designee(s) will have supervisory authority over the conduct of the matter that is the subject of this Contract. The deputy designee(s) shall attend any settlement conference or mediation conducted in the SMP Investigation and Litigation and have the right to participate in any matter that is the result of the SMP Investigation and Litigation.

6. Pursuant to NRS 228.1113, Special Contractor understands and agrees that in the course of the SMP Investigation and Litigation and/or settlement discussions, defendant(s) may contact the Attorney General or his deputy designee(s) at the Office of the Nevada Attorney General directly, and the right of defendants to directly communicate with the Attorney General or his deputy designee(s) will in no way be limited.
7. Pursuant to NRS 228.1114, Special Contractor understands and agrees that the Addendum attached as Exhibit A is incorporated into this Contract by reference and sets forth the minimum rights and obligations of the parties to the Contract, including, but not limited to, the rights and obligations provided in NRS 228.1113 and NRS 228.1115. The Attorney General and Special Contractor understand and agree that nothing prevents the parties from contracting for additional rights and obligations so long as the rights and obligations do not violate any applicable laws, regulations, rules, or codes.
8. Special Contractor expressly understands and agrees that its representation of the State of Nevada through the Office of the Nevada Attorney General is subject to NRS chapter 228 and any and all other applicable laws.
9. Nachawati, WH Law, and Kemp Jones are each individually a party to this Contract, and are collectively Special Contractor. Nachawati, WH Law, and Kemp Jones expressly understand and agree that as co-counsel for representation of and with the State of Nevada, each has a duty to communicate among and with the other, as well as with the Attorney General. In the event that Nachawati, WH Law, and Kemp Jones have a disagreement among each or between any of the firms, Nachawati, WH Law, and Kemp Jones will each commit resources at their own expense and expend due diligence in resolving that disagreement in a timely manner, but in no event more than thirty (30) days from the date of the disagreement. Failure to resolve the disagreement will be considered a material breach of this Contract. If Nachawati, WH Law, or Kemp Jones desires to withdraw from this Contract, they must do so in accordance with Sections 5(2) and 27 of this Contract. If Kemp Jones withdraws from this Contract, the remaining firm(s) that are a party to this Contract, will, within the time period for withdrawal, provide notice of their intent to associate with another Nevada local counsel to the Attorney General for approval. The Attorney General retains the sole authority to approve the proposed Nevada local counsel to be associated with Nachawati and/or WH Law. The newly associated Nevada local counsel will not be a party to this Contract without a written amendment signed by all parties.
10. Special Contractor understands and agrees to pay for any and all costs or expenses associated with the investigation and prosecution as described in paragraph (1), including, but not limited to, any claims, causes of action, matters, or related interests, involving the impacts, risks, and harms to the State of Nevada and its residents on behalf of the State of Nevada. Special Contractor understands and agrees the State of Nevada will not pay any costs or expenses other than those outlined in NRS Chapter 228. If no recovery is obtained, neither the State of Nevada nor the Attorney General will pay any costs or expenses related to the Scope of Representation in this Contract.

11. Special Contractor must obtain written approval from the Attorney General before taking any positions that could potentially impact policy concerns of the State.

2. COSTS, EXPENSES AND DISBURSEMENTS

1. **No Cost Recovery or Court Awarded Costs.** Special Contractor shall advance all litigation expenses and costs related to the Scope of Representation in this Contract (unless undertaken by the State of Nevada), including without limitation, the costs and expenses directly related to or associated with, any work performed, training, investigation, filing fees, discovery, obtaining and presenting evidence, experts, evidence, reports, testimony. Special Contractor shall have no right to recover these litigation expenses and costs from the Attorney General unless there is any recovery achieved by the Attorney General as provided in this Contract.
2. **Complete or Partial Cost Recovery or Court Awarded Costs.** If any recovery is achieved, all costs advanced by Special Contractor for reimbursable costs of litigation and all costs by the Attorney General shall first be reimbursed in amounts equal to the order of costs advanced and only after they have been verified and approved by the Attorney General or deputy designee(s). If any recovery is achieved in the SMP Investigation and Litigation, but in an amount that does not exceed reimbursable costs in the SMP Investigation and Litigation, such recovery shall be used to reimburse as many reimbursable costs as possible upon verification and approval.
3. **Reasonable Costs and Expenses.** Litigation expenses and costs expended by Special Contractor must be reasonable and essential for effectively conducting and prosecuting the SMP Investigation and Litigation. Litigation expenses and costs which have been timely provided to the Attorney General by Special Contractor, and to which the Attorney General has not objected to before such expense and costs are paid, shall be considered reasonable and essential.
4. **Costs Benefiting Other Clients.** Where expenses are disbursed or are incurred by Special Contractor which also benefit any other States or Local Governments represented by Special Contractor, only the portion of such expenses fairly and properly allocable to the State of Nevada in the SMP Investigation and Litigation shall be claimed as reasonable expenses of conducting/prosecuting the SMP Investigation and Litigation.
5. **Court Awarded Costs.** The State intends to seek an award from the court of costs for prosecution of the SMP Investigation and Litigation. Should the court award costs to the State, such amounts will be retained by the State to offset some or all of the costs paid under this Contract pursuant to Section 2.2.

6. **Advance Payment Prohibited.** The Attorney General will make no payment in advance or payment in anticipation of services by the Special Contractor under this Contract.
7. **Excluded in Costs.** The following expenses are not considered reimbursable litigation costs, nor will they be covered by the contingent fee as provided in this Contract:
 - a. All hourly and salary wages and benefits paid to employees and/or independent contractors of Special Contractor;
 - b. Expenses incurred by Special Contractor for the use of any legal research database used in connection with the legal services rendered pursuant to this Contract; and
 - c. Costs or penalties, including but not limited court sanctions or fines, incurred by Special Contractor as a result of a violation of a court order, court rule, or state or federal law.
 - d. Interest, whether or not actually incurred, on advanced litigation expenses and costs related to the Scope of Representation of this Contract.
8. **Additional Cost Restrictions/Requirements.** Except as otherwise provided by law, the costs claimed by Special Contractor are also subject to the restrictions and requirements provided for in the Nevada State Administrative Manual (“SAM”). Special Contractor understands and agrees that costs associated with the investigation and any lawsuit or action on behalf of the State of Nevada shall not exceed those amounts provided for in the State Administrative Manual (“SAM”), as amended, including those costs and expenses related to travel, lodging, per diem, and sales or use tax. The State of Nevada will not pay any costs or expenses above those amounts designated in the SAM.
9. **No Liability for Costs or Expenses if No Recovery.** Neither the Attorney General nor the State is liable under this Contract to pay any cost or expense if there is no recovery except as provided for in Section 4.4.f.

3. OTHER COUNSEL

The Attorney General agrees that Special Contractor may affiliate with Co-Counsel to allocate workloads and responsibilities as appropriate. Special Contractor may associate with additional Co-Counsel without additional expense to the State only upon written approval by the Attorney General. Any affiliation by Special Contractor with a Co-Counsel regarding the SMP Investigation and Litigation is subject to the Nevada Rules of Professional Conduct and all rules promulgated by the Nevada Supreme Court.

4. CONTRACT TYPE/COMPENSATION

1. **Governing Statutory Provisions.** Special Contractor agrees and understands that the statutory provisions of NRS 228.111 *et seq.* govern, in part, Special Contractor's contract type and compensation.
2. **Contingent Fee Basis.** Pursuant to NRS 228.111, the Attorney General and Special Contractor agree to enter into this Contract on a contingent fee basis.
3. **Compensation.** Compensation to the Special Contractor for its legal services performed pursuant to this Contract is payable, in whole or in part, only from any money recovered and received in the matter that is the subject of the Contract. Any recovery excludes:
 - a. Money paid out as costs and expenses; and
 - b. Money recovered, in part or in whole, based on Medicaid that is entitled to be collected by the United States Federal Government and/or any relator(s) under 31 USCA Sections 3729-3733 (Federal False Claims Act) and/or NRS chapter 357 (QUI TAM Statute) and/or as determined by the Center for Medicaid and Medicare Services (CMS).
4. **Limitations on Compensation.** Compensation to the Special Contractor for the legal services performed pursuant to this Contract is a contingent fee that is subject to the following limitations and requirements:
 - a. It must be payable only from a recovery that is actually received by the State of Nevada in the SMP Investigation and Litigation pursuant to judgment or settlement. The SMP Investigation and Litigation may be resolved in multiple settlements or trials, which may involve different defendants and targets. Each such settlement or trial shall be deemed a successful resolution once the settlement or trial becomes final. A settlement shall be considered final once it has been fully executed and approved by a court (if necessary). A trial shall be considered final once a judgment has issued (including dismissal with prejudice) and all appeals have been exhausted, or the time for all appeals has lapsed;
 - b. It must not be based on any amount attributable to a fine or civil penalty, but may be based on an amount attributable to punitive damages and/or injunctive relief;
 - c. It is exclusive of any costs and expenses provided for by this Contract and actually incurred by the Special Contractor or the Attorney General, regardless of the number of actions or proceedings or the number of retained attorneys or law firms involved in the matter;

- e. The amount of compensation to Special Contractor shall be based on the amount of the recovery or recoveries to the extent that such funds are available after reimbursement for all litigation costs and expenses as set forth in this Contract; and
 - f. In the event that the entire SMP Investigation and Litigation comes to a successful resolution that is limited to injunctive relief only, or under terms solely involving the provision of goods, services or other “in-kind” or non-monetary payment, Special Contractor will receive costs and hourly fees at fair market value of its legal services expended on behalf of the State.
5. **Contingent Fee Amount.** The total contingent fee payable to Special Contractor related to the Scope of Representation of this Contract upon a successful resolution for the State of Nevada is as follows:
- a. The base contingent fee on recoveries shall be as follows:
 - i. A base fee of 6% for any recovery obtained prior to the commencement of discovery in the first litigation filed in the SMP Investigation and Litigation;
 - ii. A base fee of 10% for any recovery obtained after the commencement of discovery in any litigation filed in the SMP Investigation and Litigation, but prior to ninety (90) days from the date on which the trial commences in each separate SMP Investigation and Litigation;
 - iii. A base fee of 15% for any recovery obtained in each separate SMP Investigation and Litigation after ninety (90) days from the date on which the trial commences in that litigation. If a trial date is continued (90) days or less before the trial is to commence, a base fee percentage of 15% shall be applied to any recovery obtained during that continuance period; and
 - iv. Notwithstanding the foregoing, if a recovery is negotiated exclusively by the Attorney General without the participation of Special Contractor for any litigation Special Contractor has filed in the SMP Investigation and Litigation, the base fee percentage of 15% shall be applied to such recovery.

- b. In addition to the base contingent fee, Special Contractor is entitled to a fee of an additional percentage for each category of injunctive relief in which the State obtains injunctive relief for that category. The Parties agree to use information developed by the Social Media Platforms multistate, which the State is an active participant, to assist in valuing and establishing compliance with injunctive relief for each category. However, pursuant to NRS 228.1113, the Attorney General retains final authority to determine whether Special Contractor has met compliance with each category of injunctive relief prior to the execution of each settlement. The Attorney General shall make such determination in good faith, and not unreasonably withhold such a determination. Nothing prohibits the Attorney General from adding injunctive relief categories to those listed below, but the additional injunctive relief categories will neither enhance or detract from the percentage points assigned to the categories listed below. The categories and their respective percentage points are as follows:
 - i. 1.3% for elimination of harmful design elements and features;
 - ii. 1.3% for reduction/elimination of advertising and personal information collection on youth accounts;
 - iii. 1.3% for time restrictions and parental controls;
 - iv. 1.3% for account creation and maintenance including improvements to existing age restrictions and age verification enhancements; and
 - v. 1.3% for a public availability of data and research and establishment of a third-party monitor.
- c. Notwithstanding the foregoing, if any trial in this SMP Investigation and Litigation goes to verdict, and Special Contractor sought each category of injunctive relief as approved by the Attorney General, but did not obtain all of the injunctive relief sought through a judgment, the contingent fee percentage for that trial shall be 21.5% for that judgment. However, if Special Contractor did not seek one or more categories of injunctive relief, the fee will be reduced by the percentage of that category of injunctive relief that was not sought.
- d. In the event a category of injunctive relief sought is dismissed as a matter of law by the court prior to a verdict, Special Contractor agrees to appeal the dismissal to a final resolution of that issue with the highest available court of appeals. In the event the highest court of appeals determines the relief is not recoverable as a matter of law, Special Contractor is entitled to that percentage of fee assigned to that category for a recovery that is not part of a verdict.
- e. In no event shall the contingent fee exceed 21.5% in any recovery in the SMP Investigation and Litigation.

6. **Payment.** All settlement or judgment proceeds shall be paid by or on behalf of the defendant(s) directly to the Attorney General's Office, which shall disburse them or have them disbursed.
7. **No Liability for Contingent Fees if No Recovery.** Neither the Attorney General nor the State is liable under this Contract to pay a contingent fee if there is no recovery, subject to the limitations and requirements as described in this Section.
8. **Court Awarded Attorney Fees.** The State intends to seek an award from the court of attorney fees for the prosecution of the SMP Investigation and Litigation. Should the court award attorney fees to the State, such amounts will be retained by the State to offset some or all of the fees paid under this Contract.

5. WAIVER, TERMINATION, OR INVALID CONTRACT

1. **Waiver.** Cost(s), expense(s), contingent fee(s), or any other payment to Special Contractor given as compensation for legal services performed pursuant to this Contract, shall not be paid out of the Reserve for Statutory Contingency Account. Special Contractor waives any and all claims for costs or compensation under NRS 41.03435.
2. **Payment for Termination Without Cause.** Any party may terminate this Contract without cause and without penalty upon at least ninety (90) days written notice to a party subject to the provisions of Section 8 of this Contract. At the conclusion of the SMP Investigation and Litigation, so long as there is a recovery, Special Contractor terminated without cause will be entitled to be reimbursed for reasonable out-of-pocket costs in accordance with this Contract as well as quantum meruit fees for services provided. If the Attorney General terminates this Contract prior to a recovery, quantum meruit fees for services provided shall be seven hundred dollars (\$750) per hour, or a reasonable attorney fee, or the fees according to the fee structure in this Contract at the time of the latest offer of settlement, whichever is more. Any payment to a terminated Special Contractor without cause will arise upon a successful resolution if there is a recovery by settlement or judgment subject to the following conditions:
 - a. In the event that this Contract is terminated without cause and the State achieves a recovery that is less than the amount of attorney's fees and costs actually incurred by Special Contractor pursuant to this Contract, Special Contractor understands and agrees that total payment to Special Contractor for all legal services provided to the Attorney General under this Contract will be reduced to the amount of recovery or recoveries actually received by the State; and
 - b. In the event that this Contract is terminated without cause and the State does not achieve a recovery, no payment, including attorney's fees and costs, will be paid to Special Contractor, nor does Special Contractor have any legal or equitable right to payment.

3. **Invalid Contract.** If there is recovery or recoveries received by the State and the whole of this entire Contract is found to be invalid, Special Contractor and the Attorney General agree that Special Contractor and the Attorney General each are entitled to the fair market value of their legal services expended on behalf of the State. The Attorney General agrees to use its best efforts to support any reasonable application for judicial approval for such fees made pursuant to this paragraph.

6. COMPENSATION OF OTHER COUNSEL

Special Contractor understands and agrees it will be fully responsible for any and all payments to affiliated Co-Counsel. Any payments to Special Contractor by the Attorney General as provided in this Contract are inclusive of any fees and costs that Special Contractor may pay or owe to any affiliated Co-Counsel. Special Contractor may not charge the Attorney General for costs or fees incurred by affiliating with Co-Counsel to assist with the SMP Investigation and Litigation. Special Contractor shall fully indemnify, save harmless, and defend the State of Nevada, the Attorney General and the Office of the Nevada Attorney General, from any and all claims, including for compensation, related to Special Contractor's Co-Counsel. Any payment to Co-Counsel by Special Contractor must comply with Nevada Rules of Professional Conduct.

7. REPORTING AND RECORDS

1. **Retention of Records.** During the duration of the Contract and for seven (7) years after the date on which the Contract expires or is terminated, Special Contractor shall retain and maintain all books, records, documents, materials, work product, pleadings, and other evidence pertaining to the acquisition and performance of this Contract, including but not limited to all expenses, disbursements, charges, credits, receipts, invoices, billing statements and all other payments made by or to Special Contractor, directly or indirectly, in connection with this Contract ("Records"). At the end of the seven (7) year period, a forty-five (45) day written notice must be provided to the Attorney General prior to the disposing of these Records.
2. **Termination.** If the Contract is completely or partially terminated, the Records relating to the work terminated shall be preserved and made available for a period of seven (7) years from the date of any resulting Successful Resolution. At the end of the seven (7) year period, a forty-five (45) day written notice must be provided to the Attorney General prior to the disposing of these Records.

3. **Inspection and Audit.** The Special Contractor shall agree to make available at the office of the Special Contractor at all reasonable times during the Contract and for the following seven (7) year period any of the Records for inspection, audit or reproduction by any authorized representative of the State or Attorney General. At the end of the seven (7) year period, a forty-five (45) day written notice must be provided to the Attorney General prior to the disposing of these Records. Special Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Special Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Special Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Office of the Nevada Attorney General or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this Section.
4. **Contractual Requirements.** The Special Contractor shall contractually require each Co-Counsel, subcontractor, vendor, or agent to comply with the applicable terms of this Contract.
5. **Contemporaneous Records.** Pursuant to NRS 228.1115, Special Contractor shall prepare and maintain contemporaneous records reflecting the work performed on the SMP Investigation and Litigation by Special Contractor (“Contemporaneous Records”). These Contemporaneous Records must specifically describe the work performed, identify the person who performed the work including, without limitation, any work performed by a paralegal, and set forth the time spent in connection with the work, in increments of not more than one-tenth of an hour.
6. **Timekeeping, Quarterly Billing Statements, Reports, and other Records.** During the term of the Contract and any extension or renewal of the Contract, Special Contractor shall prepare and submit quarterly billing statements, reports, and other records to the Attorney General pursuant to the requirements of NRS 228.1115.
7. **Public Records.** The billing statements, reports, and other records required by NRS 228.1115 are public records and must be open for inspection pursuant to NRS 239.010. Special Contractor understands and agrees to strive to not expose privileged and/or confidential information in the quarterly billing statements, reports, and other records.

8. TERM/TERMINATION OF CONTRACT

1. **Term of Contract.** The SMP Investigation and Litigation may involve multiple settlements or trials which may involve different defendants and targets. The term of the Contract shall be from the Effective Date (as defined below) through the investigation of this matter and the conclusion and judgment and collection thereof, settlement, or through the final and complete resolution of the SMP Investigation and Litigation subject to other provisions of this Contract. The State shall not be liable to pay Special Contractor for any services or work performed or expenses incurred before the Effective Date of this Contract. The Effective Date shall be the last date on which the contract is fully signed by all parties.
2. **Termination Without Cause.** The Attorney General may terminate this Contract in full or with one or more of the parties without cause and without penalty upon providing written notice to Special Contractor or Nachawati, WH Law, or Kemp Jones.
3. **Federal Grant Jeopardized.** In the event it is determined that this Contract potentially jeopardizes federal grant funds received by the State, if any, the State may immediately terminate this Contract upon providing written notice to the Special Contractor.
4. **Termination for Non-Appropriation or Non-Availability of Funds.** All payments to Special Contractor are subject to and contingent upon the State of Nevada's receipt of a recovery including the successful resolution of the SMP Litigation for injunctive relief pursuant to Section 4.4.f, or upon sufficient funds being appropriated, budgeted, and otherwise made available for such purpose by the State Legislature and/or federal sources. All claims of Special Contractor for any fees, costs, expenses or damages may be made only against, and to the extent of, the State of Nevada's Recovery, unless there is a specific appropriation from the State of Nevada and/or federal sources for such purpose. The State of Nevada may terminate this Contract upon written notice if at any time it appears that appropriated funds or the funds from the Recovery are withdrawn or limited.
5. **Termination With Cause.** The Attorney General may terminate this Contract for cause if Special Contractor breaches any material terms or conditions of this Contract, or fails to perform or fulfill any material obligation under this Contract upon seven (7) days written notice to Special Contractor of any intent to terminate. Special Contractor shall take the necessary actions to immediately cure its breach and shall reimburse the Attorney General for all expenses and costs incurred in curing the breach. If Special Contractor does not cure the breach of failure to perform within seven (7) days or such longer period as specified by the Attorney General, the Attorney General may terminate this Contract upon providing written notice to the Special Contractor. If Special Contractor is terminated for cause, Special Contractor shall not be entitled to compensation or reimbursement of any kind under this Contract.

6. **Reduction of Harmful Effects.** Special Contractor shall endeavor to reduce any harmful effects, including but not limited to any fees, costs, delay, or prejudice, to the Attorney General in the event termination of this Contract occurs. Upon receipt of a written notice to terminate Contract, Special Contractor agrees to immediately withdraw from any and all active litigation in the SMP Investigation and Litigation.

9. SPECIAL CONTRACTOR RESPONSIBILITIES

1. **Key Personnel.** It is essential that the Special Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Special Contractor must assign specific individuals to key positions ("Key Personnel"). The Special Contractor agrees and understands that this Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Special Contractor's proposal. Therefore, the Special Contractor agrees that no substitution of such specified individual(s) and/or personnel qualifications(s) shall be made without the prior written approval of the Attorney General. The Special Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Attorney General's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Special Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under this Contract. The Special Contractor agrees to reveal its staffing levels by function, including resumes, upon request by the Attorney General at any time during the performance of this Contract.
2. **Lead Special Contractor.** Nachawati, WH Law, and Kemp Jones will each name an individual as individual Lead Employees for the outside Special Contractor team. This individual shall be considered a Key Personnel as defined in this Contract. Nachawati, WH Law, and Kemp Jones shall each provide their Lead Employee's complete address, e-mail address, and telephone and fax number. The Nachawati, WH Law, and Kemp Jones Lead Employee shall be the representatives to whom all correspondence, official notices and requests related to the SMP Investigation and Litigation shall be addressed.
3. **Other Key Personnel.** Within thirty (30) days of execution of this Contract, Nachawati, WH Law, and Kemp Jones will each provide the names of any other individuals who will perform duties to directly support the person offered as the Lead Employees. The role and crucial duties these individuals will perform shall be identified in writing by Nachawati, WH Law, and Kemp Jones for their respective personnel. Nachawati, WH Law, and Kemp Jones shall provide a written update as names are added or subtracted.

4. **Removal of Special Contractor's Employees.** The Attorney General may require Nachawati, WH Law, or Kemp Jones to remove from an assignment employees who endanger persons, property or whose continued employment under this Contract is inconsistent with the interests of the Attorney General. Refusal to remove an employee from an assignment in this case upon the request of the Attorney General is a material breach of this Contract.

10. OVERSIGHT AND DRAFT DOCUMENT REVIEW

1. **General.** The retention of Special Contractor is intended to aid the Attorney General in representing the State of Nevada in the SMP Investigation and Litigation. The Attorney General will be actively involved in all stages of this matter and deciding all major issues, including what defendants to add/remove, whether to file additional suits, when to file additional suits, who to file additional suits against, approval of additionally asserted claim or claims, and whether and on what basis to settle or proceed to trial. The Special Contractor shall acknowledge and defer to the Attorney General for direction and decisions.
2. **Meetings.** The Attorney General and his designee(s), and Special Contractor, including Key Personnel, will hold regular meetings, on a schedule set by the Attorney General, to discuss the SMP Investigation and Litigation.
3. **Review of Legal Services.** The Attorney General reserves the right to review all and every part of the services provided under this Contract during performance or after completion as the Attorney General may see fit.
4. **Draft Document Review.** Review of all documents is required to assure the Attorney General's approval of the information, content and completeness. Documents for review shall include all pleadings, petitions, findings and any other document produced in the pursuit of this matter. All draft pleadings and other materials developed by the Special Contractor as a result of this Contract shall be reviewed and approved in writing by the Attorney General prior to finalizing the material. Special Contractor shall promptly provide, in final form, the deputy designee(s) with copies of all pleadings, discovery requests and responses, and relevant correspondence related to the SMP Investigation and Litigation.
5. **Copies of Work Products Provided to Attorney General's Office.** Special Contractor shall promptly provide the Attorney General's Office, 100 N. Carson Street, Carson City, NV 89701-4717, in a manner agreed by the parties in writing, with copies of final versions of the written work product relevant to any legal matter in connection with the SMP Investigation and Litigation, including correspondence and executed counterparts of any original pleadings or other matters of importance. As described in Section 11 to this Contract, in lieu of physical work products, the Attorney General may designate digital work products to be provided in format directed by the Attorney General.

11. SUBMISSION OF MATERIALS IN ELECTRONIC FORMAT

Any materials, documents and/or other products of this Contract submitted to the Attorney General pursuant to the Contract shall be submitted in electronic format (“Documents”). All confidential Documents shall be clearly indicated as “Confidential.” All Documents shall be packaged in accordance with standard commercial practices. Flash drives or CDs shall be Windows 10 Pro compatible and labeled to indicate: 1) Name of document(s); 2) Special Contractor name; 3) Matter description; and 4) Date written. All files contained on the flash drive or CD shall be in a format compatible with the Attorney General’s software. The Attorney General may designate digital work products to be provided in format directed by the Attorney General. However, nothing prohibits the parties to agree in writing to other forms of electronic transmission.

12. TREATMENT OF CONFIDENTIAL INFORMATION

The Attorney General may turn over to the Special Contractor confidential business information, trade secrets, Protected Health Information (“PHI”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), material made confidential pursuant to a protective order, material made confidential pursuant to a common interest agreement or common prosecution agreement, and other confidential materials (hereinafter referred to collectively as “Confidential Information” or “CI”) necessary to carry out the work required under the Contract. Special Contractor may be exposed to CI while working with the Attorney General. The Attorney General may also require Special Contractor sign all common interest agreements, acknowledgments of protective agreements, and common prosecution agreements. Special Contractor and Special Contractor’s employees agree to use the CI, however obtained, only under the following conditions:

- a. In compliance with any additional confidentiality agreement(s) that may be necessary for Special Contractor to enter into for performance of the work required by the Contract;
- b. Only for the purposes of carrying out the work required by the Contract;
- c. In accordance with HIPAA and all applicable laws;
- d. Not disclose the CI to anyone other than properly cleared employees;
- e. Return the CI to the Attorney General whenever the information is no longer required by the Special Contractor for performance of the work required by the Contract, or upon completion/termination of the Contract;
- f. Take any and all appropriate actions, including legal action, to prevent, retract or reduce the unnecessary exposure of CI; and

- g. Will notify the Attorney General immediately in writing of any exposure of CI that violates this Section.

13. AVAILABILITY OF SPECIAL CONTRACTOR

The Special Contractor shall be available immediately upon the Effective Date of this Contract and remain available to the Attorney General throughout the period of performance as stated in the Contract.

14. OWNERSHIP OF MATERIALS

1. **Materials and Work Product the Property of the State.** All materials, documents, media, data, evidence, and work product, including but not limited to work plans, reports, data charts and analysis, resulting from this Contract are the sole, absolute and exclusive property of the State and the Attorney General, free from any claim or retention of right on the part of the Special Contractor, its agents, subcontractors, Co-Counsel, officers or employees. Materials and work product resulting from this Contract must be surrendered immediately if requested by the Attorney General. If Special Contractor is in possession of any materials and/or work product as described above at the partial or complete termination of this Contract, and/or if any work remains in progress at the partial or complete termination of this Contract, the Special Contractor shall surrender originals of all materials and work product, including all documents, objects or other tangible items related to the work to the Office of the Nevada Attorney General within fifteen (15) days. The surrendering of materials and work product does not conflict with nor excuse Special Contractor's duty to preserve and maintain Records as defined in this Contract in accordance with this Contract and NRS 228.1115.

15. SETTLEMENT

All settlement offers shall be promptly transmitted to the Attorney General together with Special Contractor's recommendation. Special Contractor understands and agrees that, pursuant to NRS 228.1113, the Attorney General retains final authority over the course and conduct of the matter that is the subject of this Contract, without limitation. The Attorney General possesses the sole authority to agree to any settlement or voluntary dismissal and override any decision made by Special Contractor. Settlement conferences or mediations shall be attended by the Attorney General or his deputy designee(s). The Attorney General shall have the right to participate in any matter in the SMP Investigation and Litigation.

16. DEPOSITIONS

Special Contractor shall notify the Attorney General at the time depositions are noticed. Notices of depositions of State employees filed by any party will be submitted to the Attorney General immediately upon Special Contractor's receipt to make necessary arrangements for their testimony. The Attorney General, or his deputy designee(s), retains the right to be present at all depositions. Summaries of all depositions will be supplied by the assigned Special Contractor on conclusion of the deposition if requested by the Attorney General.

17. EXPERTS/PROFESSIONALS

Special Contractor will use all skill, thoroughness, and diligence in selecting and/or advising the Attorney General regarding expert witnesses or other professionals that Special Contractor may hire in connection with the SMP Investigation and Litigation. Special Contractor will be liable for any payment to expert witnesses or other professionals hired by Special Contractor. Special Contractor will be responsible for identifying any and all conflicts of interest that may exist between the expert witness or other professional and the State at any time, and advising the Attorney General appropriately. The Attorney General retains authority to make any decisions on the use of experts.

18. TESTIMONY

Should Special Contractor be required to testify at any judicial, legislative or administrative hearing concerning matters in any way related to the legal services performed under this Contract, Special Contractor shall, prior to the scheduled time of each hearing, supply to the Attorney General in writing all information likely to be disclosed at said hearing as well as Special Contractor's position thereon. Should Special Contractor be required by a third party to testify at any judicial, legislative or administrative hearing not specified in this Contract but concerning the subject matter of this Contract, Special Contractor shall notify the Attorney General in advance of the date and time of such hearing to enable State of Nevada representatives to attend and participate.

19. PRIVILEGED COMMUNICATIONS

All confidential communications between the Attorney General, any State of Nevada officer, employee or agent ("Client") and Special Contractor, whether oral or written, and all documentation, whether prepared by Special Contractor or supplied by Client shall be considered privileged communications and shall not, except as required by law, be communicated or disclosed by Special Contractor to any person, entity, or organization, including but not limited to, any media organization, public agency, insurance company, rating organization, contractor, or vendor, whether or not connected in any manner with Client or Special Contractor, without the prior consent of the Attorney General. If such communications are approved, or if such communications are required to be disclosed by law, Special Contractor shall provide the Attorney General with two (2) copies of each written communication and/or two (2) copies of summaries of each oral communication. If such communication is required by law, Special Contractor shall provide the Attorney General with written notice as to the time, place, and manner of such disclosure as well as a written summary of any information likely to be disclosed, and Special Contractor's position thereon.

20. PROFESSIONAL RESPONSIBILITY

1. **General.** Special Contractor shall carry out its representation of the Attorney General, at all times pursuant to this Contract, in compliance with the Nevada Rules of Professional Conduct.
2. **Best Efforts.** Special Contractor shall use its best efforts to perform and complete the legal services rendered to the Attorney General under this Contract in accordance with the provisions of this Contract ("Best Efforts"). Best Efforts shall be considered those efforts which a skilled, competent, experienced and prudent legal professional would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of skill, care, competence, and prudence customarily imposed on a legal professional performing similar work.
3. **Liability.** In the event that Special Contractor fails to use its Best Efforts under this Contract, Special Contractor shall take the necessary actions to correct and cure its failure. Special Contractor shall reimburse the Attorney General for all expenses and costs incurred in performing such corrective action. By notifying the Special Contractor of said failure, the Attorney General does not waive any additional legal rights or remedies it may possess as a result of the Special Contractor's failure.

21. CONFLICT OF INTEREST/LITIGATIONS AGAINST THE STATE

1. **Conflict of Interest.** Special Contractor shall not accept other representation or work known to be in direct conflict with the subject matter of this Contract without prior written approval of the Office of the Nevada Attorney General. All attorneys will consult with the Office of the Nevada Attorney General regarding potential conflicts of interest, at all times acting in accordance with the Nevada Rules of Professional Conduct. Special Contractor shall immediately notify the Attorney General if it becomes aware of any potential or actual conflict of interest, and shall provide a full disclosure of the nature of the conflict. This duty shall extend throughout the performance of this Contract when a conflict or perceived conflict becomes known to Special Contractor. The decision as to whether the conflict is remote or disqualifying will be the Attorney General's decision. The Attorney General shall consider requests for waivers of any conflict of interest on a case by case basis.
2. **Litigations against the State.** Special Contractor is retained only for the purposes and to the extent set forth in this Contract. Special Contractor shall be free to dispose of such portion of its entire time, energy and skill not required to be devoted to the State in such manner as it sees fit and to such persons, firms or corporations as it deems advisable, but shall not engage in private litigation against the State of Nevada at the same time Special Contractor accepts appointments representing the State pursuant to this Contract unless such litigation does not present an ethical conflict of interest, and a written waiver is first obtained from the Attorney General. Special Contractor shall disclose to the State of Nevada, in the proposal, all litigation, claims and matters in which Special Contractor represents parties adverse to the State. Special Contractor shall have a continuing duty to disclose such information to the Attorney General.
3. **Notification of the Office of the Nevada Attorney General.** Special Contractor shall notify and consult with the Office of the Nevada Attorney General promptly regarding all significant developments in regard to any potential legal matters or legal services provided under the Contract. Should litigation involving potential liability for the State of Nevada commence or significantly change during the term of this Contract, the Office of the Nevada Attorney General shall be immediately informed in writing. Special Contractor shall promptly advise the Attorney General regarding changes in the status of litigation that may have a fiscal impact on the State.

22. AT WILL

Special Contractor and any additional Co-Counsel shall serve in this capacity at will and at the pleasure of the Attorney General.

23. OTHER MATTERS RELATED TO SCOPE OF REPRESENTATION

Any substitution of Special Contractor must be approved in writing in advance by the Attorney General. Except as otherwise provided by law or regulation, the scope of the Special Contractor's representation is also subject to the relevant requirements of the Nevada State Administrative Manual.

24. INDEPENDENT CONTRACTOR STATUS

Special Contractor, its officers, agents, and employees, in performing the legal services required by this Contract, shall be independent contractors and shall not be deemed officers, agents or employees of the State of Nevada, with the exception that the Independent Contractor is a co-investigator and co-litigator with Attorney General and the Attorney General's authority pursuant to NRS chapter 228. The provisions of NRS 333.700 are incorporated into this Contract by this reference to define the status of the officers, agents and employees of Special Contractor. As an independent contractor, Special Contractor agrees and represents that the Attorney General will not be liable for any of Special Contractor's actions and resulting consequences taken during the course of and related to its representation of the Attorney General, including but not limited to consequences resulting from unethical behavior or tortious conduct. Special Contractor will indemnify the Attorney General against any party who seeks to hold the Attorney General liable for Special Contractor's conduct or resulting consequences as described herein.

25. IDENTIFICATION OF STATE AGENCY

Pursuant to NRS 333.700(10), Special Contract must identify the specific state agency it is representing in all pleadings filed in any proceeding in any court.

26. SPECIAL CONTRACTOR COMPENSATION WAIVER

Special Contractor waives any and all claims for compensation or costs from the State General Fund, and under NRS 41.03435 from the Reserve for Statutory Contingency Account, any available federal grants, or a permanent fund in the State Treasury.

27. DISPUTES/RECOVERY OF ATTORNEY'S FEES

The parties agree that in the event of any dispute or controversy regarding this Contract, the laws of the State of Nevada apply. The parties agree that in the event of any dispute or controversy regarding this Contract, including whether any dispute is subject to mediation or arbitration, such dispute or controversy shall be resolved first by mediation, and the parties may agree to binding arbitration. If arbitration is conducted, the arbitration shall be conducted by a panel of three (3) arbitrators. Special Contractor and the Attorney General will each select one (1) arbitrator who is a member of the Nevada State Bar, and whose membership is active and in good standing. These two (2) selected arbitrators will then select a third arbitrator who is a member of the Nevada State Bar, and whose membership is active and in good standing. The arbitration shall be conducted in Carson City, Nevada. The powers and rulings of the arbitrators shall be exercised by a majority of their number. The rulings of the majority of arbitrators shall be in writing and shall be binding upon the parties. It is further agreed that all discovery to be performed for purpose of arbitration shall be governed by the Nevada Rules of Civil Procedure, as ruled upon by the majority of the arbitrators. The arbitration fees and costs will be paid equally between Special Contractor and the Attorney General.

28. PERSONAL SERVICES CONTRACT

This Contract calls for the personal services of Special Contractor. Special Contractor shall make no payments to, or share compensation with, any attorneys other than affiliated Co-Counsel or members of Special Contractor's own firm without prior written approval by the Attorney General. Any payments made to any attorneys must comply with the Nevada Rules of Professional Conduct.

29. ASSIGNMENT

Special Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the Nevada Attorney General. If approved, the obligations of the Special Contractor under this Contract shall inure to and be binding on the Special Contractor's assigns.

30. GOVERNING LAW

The Contract shall be subject to and governed by the laws of the State of Nevada, without regard to conflict of law principles. All disputes and controversies not remediable by mediation or binding arbitration as described in this Contract shall be initiated and litigated in First Judicial District Court, Carson City, State of Nevada.

31. SPECIAL CONTRACTOR'S CERTIFICATION

In the event federal funds are used for payment of all or part of this Contract, Special Contractor certifies, by signing the Contract, that neither it nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction, by any state or federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants), 28 CFR Part 67, Section 67.510.

32. EVIDENCE OF INSURANCE

1. Nachawati, WH Law, and Kemp Jones will each provide copies of professional liability insurance to the Attorney General with proof of policy of professional liability insurance for errors and omissions that is issued by an admitted insurance company authorized to transact insurance in the State of Nevada in the amount of not less than \$10 million for each law firm, or as otherwise determined or waived by:

Division of Risk Management
Department of Administration
201 S. Roop Street, Suite #201
Carson City, Nevada 89701

2. Special Contractor further agrees to provide proof of workers' compensation insurance as required by Nevada Revised Statutes Chapter 616A through 616D inclusive. If the Special Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance, the sole proprietor must submit an executed "Affidavit of Rejection of Coverage under NRS 616B.627 and NRS 617.210" form.

33. ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by all parties.

34. MEDIA CONTACT

The Attorney General shall be the primary point of contact for all dealings with the media. If Special Contractor is contacted by the media, Special Contractor should cooperate with the Attorney General to formulate a response and will not substantively communicate with the media without the Attorney General's prior approval.

35. COMPLIANCE WITH LEGAL OBLIGATIONS

Special Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Special Contractor to provide the goods or services required by this Contract. Special Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Special Contractor in accordance with NRS 361.157 and NRS 361.159. Special Contractor agrees to be responsible for payment of any such government obligations not paid by its Co-Counsel or subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

36. DUTY TO COMPLY WITH LAWS

Special Contractor represents that, at all times during its representation of the Attorney General, it will abide by all applicable state and federal laws, regulations, rules, ordinances, municipal codes, including but not limited to: the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), and the Nevada Revised Statutes.

Any breach of this Section is considered a material breach of this Contract.

37. CERTIFICATION TO NOT BOYCOTT ISRAEL

Special Contractor certifies in writing that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel as provided by NRS 333.338.

38. NOTIFICATION

Service of written notices and process required or permitted by this Contract or its enforcement shall be in writing and delivered or served on the following persons, or any person subsequently designated in writing by the parties. The parties agree that the use of electronic communication is preferred:

For the Attorney General:

Ernest D. Figueroa
efigueroa@ag.nv.gov
Consumer Advocate
Bureau of Consumer Protection
Office of the Nevada Attorney General
100 N. Carson Street
Carson City, Nevada 89701

Mark J. Krueger
mkrueger@ag.nv.gov
Chief Deputy Attorney General
Bureau of Consumer Protection
Office of the Nevada Attorney General
100 N. Carson Street
Carson City, Nevada 89701

For Special Contractor:

Nachawati Law Group

Brian E. McMath, Esq.
bmcmath@ntrial.com
Philip Carlson, Esq.
pcarlson@ntrial.com
Nachawati Law Group
5489 Blair Road
Dallas, TX 75231

WH Law

David F. Slade, Esq.
slade@wh.law
WHLaw
1 Riverfront Place, Suite 745
North Little Rock, AR 72114

Kemp Jones, LLP

J. Randall Jones, Esq.
r.jones@kempjones.com
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

Michael Gayan, Esq.
m.gayan@kempjones.com
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

39. SEVERABILITY

The unenforceability of any section, paragraph, sentence, clause or phrase in this Contract shall not impact or affect the ability of either party to enforce the remainder of this Contract. Should any section, paragraph, sentence, clause or phrase in this Contract be determined to be unenforceable by a court of law in the State of Nevada, it shall be severed from this Contract, and the remaining sections, paragraphs, sentences, clauses and phrases of this Contract shall remain in effect. If a provision of this Contract is found to be invalid and that provision pertains to a law, that law shall control as if it were a provision of this contract.

40. MALICIOUS/UNETHICAL PROSECUTION PROHIBITED

Special Contractor agrees and represents that it will not pursue or advise the Attorney General to pursue any course of action that is for an improper purpose, that is frivolous or not warranted by law, that does not have evidentiary support or is not likely to have evidentiary support following further investigation, or that constitutes abuse of process or malicious prosecution. Special Contractor agrees and represents that any legal action recommended or pursued or any advice provided to the Attorney General will comply with all applicable laws, rules, and regulations, including, but not limited to, the Nevada Rules of Professional Conduct. Special Contractor agrees and represents that it, its employees, agents, Co-Counsel, and subcontractors will abide, in all stages of representation of the Attorney General, with the ethical obligations as set forth in the Nevada Rules of Professional Conduct and any other applicable laws, rules, or regulations. Special Contractor agrees that it will be liable for any and all costs and fees related to any legal action it pursues that is determined to constitute abuse of process or malicious prosecution.

41. AUTHORIZED SIGNATORY

Each signatory is authorized on behalf of his or her respective party to execute this Contract.

42. EXECUTION IN COUNTERPARTS

This Contract may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same Contract.

43. COLLABORATION

To the extent not otherwise prohibited by law, the Attorney General will use its best efforts to work together with the Special Contractor on the matter that is the subject of this Contract.

44. INDEMNITY

Special Contractor will indemnify, save harmless, and defend the Attorney General and State to the fullest extent permitted by applicable law against any liability, including but not limited to costs and expenses, sustained or incurred by the Attorney General as a result of Special Contractor's representation of the Attorney General pursuant to this Contract. By way of example, acts for which Special Contractor must indemnify, save, hold harmless, and defend the Attorney General if liability is sustained or incurred by the Attorney General include, but are not limited to, acts or conducts of Special Contractor for:

- a. Any material breach of this Contract;
- b. Any violation of applicable federal or state laws, regulations, rules, codes as identified and described in this Contract;
- c. Any violation of a court order or applicable court rules;
- d. Any unethical behavior, including but not limited to violations of the Nevada Rules of Professional Conduct;
- e. Any action, formal or informal, taken against Special Contractor based on illegal or improper conduct in connection with its performance under this Contract;
- f. Any legal action or proceeding taken against the Attorney General as a result of Special Contractor's representation of Attorney General in the matter that is the subject of this Contract;
- g. Any opposing party or parties' attorneys fees, costs, and expenses incurred as a result of Special Contractor's conduct in connection with Special Contractor's performance under this Contract; and
- h. Any court ordered fines incurred as a result of Special Contractor's conduct in connection with Special Contractor's performance under this Contract.

Special Contractor explicitly agrees to be liable for any costs and fees sustained and incurred by the Attorney General as a result of Special Contractor's conduct in connection with Special Contractor's performance under this Contract subject to reimbursement pursuant to Section 2. Special Contractor's duty to indemnify, save, and hold harmless the Attorney General is applicable to any liability sustained or incurred presently and in the future.

In witness thereof, the parties hereby execute this Contract.

SPECIAL CONTRACTOR

NACHAWATI LAW GROUP



BRIAN E. MCMATH, ESQ.

Date: 12/4/23

WH LAW

DAVID F. SLADE, ESQ.

Date: _____

KEMP JONES, LLP

J. RANDALL JONES, ESQ.

Date: _____

MICHAEL GAYAN, ESQ.

Date: _____

OFFICE OF THE NEVADA ATTORNEY GENERAL

AARON D. FORD
NEVADA ATTORNEY GENERAL

Date: _____

**OFFICE OF THE NEVADA ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION**

ERNEST D. FIGUEROA
CONSUMER ADVOCATE

Date: _____

In witness thereof, the parties hereby execute this Contract.

SPECIAL CONTRACTOR

NACHAWATI LAW GROUP

BRIAN E. MCMATH, ESQ.

Date: _____

WH LAW

David Slade

DAVID F. SLADE, ESQ.

Date: 12/04/2023

KEMP JONES, LLP

J. RANDALL JONES, ESQ.

Date: _____

MICHAEL GAYAN, ESQ.

Date: _____

OFFICE OF THE NEVADA ATTORNEY GENERAL

AARON D. FORD
NEVADA ATTORNEY GENERAL

Date: _____

**OFFICE OF THE NEVADA ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION**

ERNEST D. FIGUEROA
CONSUMER ADVOCATE

Date: _____

In witness thereof, the parties hereby execute this Contract.

SPECIAL CONTRACTOR

NACHAWATI LAW GROUP

BRIAN E. MCMATH, ESQ.

Date: _____

WH LAW

DAVID F. SLADE, ESQ.

Date: _____

KEMP JONES, LLP



J. RANDALL JONES, ESQ.

Date: 12-4-23

MICHAEL GAYAN, ESQ.

Date: 12/4/23

OFFICE OF THE NEVADA ATTORNEY GENERAL

AARON D. FORD
NEVADA ATTORNEY GENERAL

Date: _____

**OFFICE OF THE NEVADA ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION**

ERNEST D. FIGUEROA
CONSUMER ADVOCATE

Date: _____

In witness thereof, the parties hereby execute this Contract.

SPECIAL CONTRACTOR

NACHAWATI LAW GROUP

BRIAN E. MCMATH, ESQ. Date: _____

WH LAW

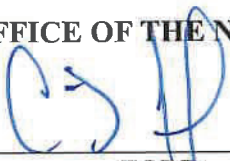
DAVID F. SLADE, ESQ. Date: _____

KEMP JONES, LLP

J. RANDALL JONES, ESQ. Date: _____

MICHAEL GAYAN, ESQ. Date: _____

OFFICE OF THE NEVADA ATTORNEY GENERAL



AARON D. FORD Date: 12/4/23
NEVADA ATTORNEY GENERAL

**OFFICE OF THE NEVADA ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION**

ERNEST D. FIGUEROA Date: _____
CONSUMER ADVOCATE

In witness thereof, the parties hereby execute this Contract.

SPECIAL CONTRACTOR

NACHAWATI LAW GROUP

BRIAN E. MCMATH, ESQ.

Date: _____

WH LAW

DAVID F. SLADE, ESQ.

Date: _____

KEMP JONES, LLP

J. RANDALL JONES, ESQ.

Date: _____

MICHAEL GAYAN, ESQ.

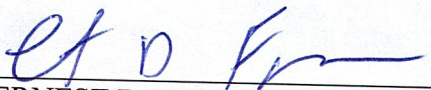
Date: _____

OFFICE OF THE NEVADA ATTORNEY GENERAL

AARON D. FORD
NEVADA ATTORNEY GENERAL

Date: _____

**OFFICE OF THE NEVADA ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION**



ERNEST D. FIGUEROA
CONSUMER ADVOCATE

Date: 12-4-2023

EXHIBIT A

ADDENDUM TO CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

This Addendum is made pursuant to NRS 228.1114 and sets forth the minimum specific rights and obligations of the parties for Special Contractor to provide legal services on a contingent fee basis under the Contract.

The Attorney General and Special Contractor understand and agree to adhere to the requirements of NRS 228.1113 and NRS 228.1115 as enumerated below. The Attorney General and Special Contractor further understand and agree that nothing prevents the parties from contracting for additional rights and obligations, and any additional rights and obligations specifically agreed to in the Contract or future addendums are hereby incorporated within this Addendum.

The minimum rights and obligations of the parties are as follows:

- A. Pursuant to NRS 228.1113(1), the Attorney General must retain final authority over the course and conduct of the matter that is the subject of this contingent fee contract, including, without limitation. This authority includes, but is not limited to:
 - a. The authority to override any decision made by the retained attorney or law firm;
and
 - b. The sole authority to agree to any settlement or voluntary dismissal of the matter.
- B. Pursuant to NRS 228.1113(2), subject to the authority of the Attorney General, a deputy of the Attorney General must have supervisory authority over the conduct of the matter that is the subject of the contingent fee contract. The deputy shall attend any settlement conference or mediation conducted in matter.
- C. Pursuant to NRS 228.1113(3), the contingent fee contract must not limit the right of any attorney for an opposing party in the matter that is the subject of the contract to communicate directly with the Attorney General or the deputy of the Attorney General described in NRS 228.1113(2).
- D. Pursuant to NRS 228.1113(4), the contingent fee contract must set forth the basis on which the fee of the retained attorney or law firm is to be determined, consistent with the limitations of NRS 228.1116.
- E. Pursuant to NRS 228.1115(1), a retained attorney or law firm shall, from the beginning of the term of the contingent fee contract until a date not less than 4 years after the date on which the contract expires or is terminated, maintain records of all expenses, disbursements, charges, credits, receipts, invoices, billing statements and all other payments made by or to the retained attorney or law firm in connection with the matter that is the subject of the contract.

- F. Pursuant to NRS 228.1115(2), in addition to the records described in NRS 228.1115(1), the retained attorney or law firm shall prepare and maintain contemporaneous records reflecting the work performed on the matter by the retained attorney or law firm, including, without limitation, any work performed by a paralegal. The records must specifically describe the work performed, identify the person who performed the work and set forth the time spent in connection with the work, in increments of not more than one-tenth of an hour.
- G. Pursuant to NRS 228.1115(3), not less frequently than quarterly during the term of a contingent fee contract and any extension or renewal of the contract, the retained attorney or law firm shall prepare and submit a billing statement to the Attorney General and any other officer, agency or employee represented by the retained attorney or law firm. For the period covered by the statement, the billing statement must specifically describe the work performed on the matter by the retained attorney or law firm and set forth the time spent in performing the work.
- H. Pursuant to NRS 228.1115(4), the billing statements and other records described in NRS 228.1115 are public records and must be open for inspection pursuant to NRS 239.010.