

AMENDMENT #1

TO CONTRACT FOR PRO BONO LEGAL SERVICES

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Office of the Attorney General
Address:	100 N. Carson Street
City, State, Zip Code:	Carson City, Nevada 89701
Contact:	Leslie Nino Piro, General Counsel
Phone:	(702) 486-3077
Email:	LNinoPiro@ag.nv.gov

Pro Bono Counsel Name:	Margrave Law LLC
Address:	3411 Silverside Road, Baynard Building, Suite 104
City, State, Zip Code:	Wilmington, Delaware 19810
Contact:	Anthony A. Rickey
Phone:	(302) 604-5190
Email:	arickey@margravelaw.com

Pro Bono Counsel Name:	DLA Piper LLP (US)
Address:	1201 North Market Street, Suite 2100
City, State, Zip Code:	Wilmington, Delaware 19801
Contact:	John L. Reed
Phone:	(302) 468-5635
Email:	John.Reed@us.dlapiper.com

1. **AMENDMENTS.** For and in consideration of mutual promises, all provisions of the original Pro Bono Contract for Legal Services dated May 24, 2024, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

1. Add DLA Piper LLP (US) as Pro Bono Counsel
2. Update Attachment AA: SCOPE OF WORK
3. Add Attachment CC: INSURANCE SPECIFICATIONS

B. Current Contract Language:

Pro Bono Counsel: **Margrave Law LLC**

- 5. INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	ADDENDUM SETTING FORTH SPECIFIC RIGHTS AND OBLIGATIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

C. Amended Contract Language:

Pro Bono Counsel: **Margrave Law LLC**
DLA Piper LLP (US)

5. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK and PRO BONO COUNSEL GUIDELINES AND PROCEDURES
ATTACHMENT BB:	ADDENDUM SETTING FORTH SPECIFIC RIGHTS AND OBLIGATIONS
ATTACHMENT CC:	INSURANCE SPECIFICATIONS


Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.


2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment shall not become effective until and unless approved by the Attorney General.


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(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Amended Pro Bono Contract for Legal Services to be signed and intend to be legally bound thereby.


	06/03/2024	Attorney
Anthony A. Rickey Margrave Law LLC	Date	Title

	06/04/2024	Partner
John L. Reed DLA Piper LLP (US)	Date	Title

	06/03/2024	General Counsel
Leslie M. Nino Piro Office of the Attorney General	Date	Title

	06/03/2024	Attorney General
Aaron D. Ford Office of the Attorney General	Date	Title

Approved as to form by:


Kevin Doty Chief Deputy Attorney General for Attorney General

On: 06/03/2024

Date

ATTACHMENT AA
SCOPE OF WORK and PRO BONO COUNSEL GUIDELINES AND PROCEDURES

I. SCOPE OF WORK

DLA Piper LLP (US) (“DLA Piper”) and Margrave Law LLC (“Pro Bono Counsel”) are retained by the State of Nevada (“State”), by and through the Office of the Attorney General (“OAG”), to provide pro bono legal services to the Nevada Secretary of State regarding an *amicus curiae* brief in an action currently pending in the Supreme Court of the State of Delaware, captioned *George B. Maffei, et al. v. Dennis Palkon, et al.*, C.A. No. 125,2024 (the “Matter”).

All legal services shall be provided in cooperation and coordination with the OAG pursuant to NRS 228.110.

Pro Bono Counsel shall provide strictly legal services to the State in connection with the Contract. The State is not relying on Pro Bono Counsel for any services other than legal services.

The State’s agreement with Pro Bono Counsel is non-exclusive. The State may engage other counsel, paid or pro bono, for legal services regarding the Matter.

II. PRO BONO COUNSEL GUIDELINES AND PROCEDURES

A. Introduction

The OAG is pleased that Pro Bono Counsel has agreed to represent the Nevada Secretary of State (the “Client”) pursuant to NRS 228.112–228.1127. *See generally* Contract for Pro Bono Legal Services (“Contract”). The following are Pro Bono Counsel Guidelines and Procedures (“Guidelines”) for providing pro bono legal services to the State.

B. Costs & Expenses

The relationship between a client and law firm must be a somewhat flexible one in order to respond to the idiosyncrasies of each matter in a manner that will best serve the client’s goals. The high cost of modern legal and expert services in both time and money requires that the relationship have a basic structure that is understood by both client and the law firm. As explained in the State Administrative Manual (“SAM”), “[i]t is the policy of the State of Nevada to limit and monitor costs associated with the hiring of professional and expert services.” SAM § 0325 (State Agencies,

Boards, and Commissions with Independent Contracts for Outside Legal or Professional Services).¹ The parties have agreed that Pro Bono Counsel will provide legal services at no cost to the State; however, the principal underlying SAM § 0325 is still applicable as the State may directly incur costs or expenses in the matter that is the subject of the Contract.

The OAG's General Counsel is willing to discuss deviations from these Guidelines if such deviations will further the chances for success in the matter or will prevent an unduly harsh financial burden on Pro Bono Counsel. The OAG must require, however, that any such deviation be approved by the OAG in advance.

C. Origination of Legal Work

All legal work related to the matter for which Pro Bono Counsel has been engaged originated through the OAG. Pro Bono Counsel must not seek or accept direction for any new matters except through the OAG.

D. General Conduct and Communications

The matter for which you have been retained will be supervised by the OAG's Solicitor General. A Deputy Solicitor General may also be assigned as the OAG's primary contact. The OAG has found it helpful to have one attorney designated as Pro Bono Counsel's principal contact with the OAG. That "lead counsel" will work with the Solicitor General or assigned Deputy Solicitor General to decide what tasks need to be undertaken.

Unless other arrangements are agreed in advance, all pleadings, motions, and other papers prepared by Pro Bono Counsel should be submitted to the Solicitor General or assigned Deputy Solicitor General in draft form for review and comment before servicing upon other parties or filing with the court. Please allow the Solicitor General or assigned Deputy Solicitor General sufficient time for review, generally two-to-three working days absent emergency circumstances.

All communications between Pro Bono Counsel and the OAG and/or Secretary of State's Office shall be marked "Confidential / Attorney-Client Privileged." All work product of Pro Bono Counsel shall be marked "Confidential / Privileged / Attorney Work Product" on each page.

¹ These Guidelines are intended to summarize and/or supplement the State's policy under SAM § 0325 regarding contracts for outside legal services to a State agency. If a provision herein conflicts with SAM § 0325 or any other relevant State or OAG policy, then the relevant SAM or OAG policy controls.

All communications by Pro Bono Counsel with State personnel should be made through the Solicitor General or assigned Deputy Solicitor General since this will allow for better coordination and may help to hold down expenses. On occasion, it may be necessary to communicate directly with State personnel to obtain factual or technical information. Any such contacts may be made only with the prior approval of the OAG. It is the responsibility of Pro Bono Counsel to advise the OAG as soon as practicable of the nature and content of any direct communications. Copies of all correspondence and documents sent to State personnel must be sent contemporaneously to the OAG.

It may be necessary on occasion for non-legal State personnel or for certain third parties (*e.g.*, attorneys representing our insurers) to contact Pro Bono Counsel directly. It may not always be possible for the Solicitor General or assigned Deputy Solicitor General to participate in such communications. Accordingly, the OAG expects Pro Bono Counsel to extend to such individuals the same professional courtesies that you would extend to a member of the OAG. However, Pro Bono Counsel should undertake projects, research, and execution of strategy only upon the direction of the OAG.

Notification of the OAG Regarding Significant Changes or Developments: Pro Bono Counsel must notify and consult with the OAG promptly regarding all significant developments related to the legal services provided under this contract or any potential new legal matters. SAM § 0325(1). Should litigation involving potential liability for the State be threatened, commence, or significantly change during the term of this contract, Pro Bono Counsel must immediately inform the OAG in writing. *Id.*

Work Product the Property of the State: All work product of Pro Bono Counsel resulting from the Contract are the exclusive property of the State. SAM § 0325(3). Upon completion, termination, or cancelation of the Contract, Pro Bono Counsel will surrender originals of all documents, including any work product in progress or draft form, objects, or other tangible items related to the work to the OAG. Contract §§ 8(B)(3), 18.

E. Conflicts of Interest

Conflicts of interest must be disclosed to the OAG and waived in writing prior to beginning a matter. SAM § 0325(4). Prior to being retained, the OAG expects Pro Bono Counsel to investigate and resolve any potential conflicts of interest. Except for

the Waiver of Pfizer Antitrust Multidistrict Litigation Matter included below, Pro Bono Counsel's acceptance of an engagement on the Matter without additional written disclosure of any conflicts constitutes Pro Bono Counsel's representation that it has conducted an appropriate conflict check and no other conflict exists.

As the representation continues, the OAG expects that Pro Bono Counsel will bring to General Counsel's immediate attention any change in the conflict review or inform the General Counsel of any activity which might be viewed as, or trigger, a conflict of interest.

Waiver of Pfizer Antitrust Multidistrict Litigation Matter: The State and Client agree to waive any conflict of interest arising from DLA Piper's current representation of Pfizer, Inc. and affiliates ("Pfizer") as a defendant in antitrust multidistrict litigation involving generic pharmaceuticals, for which the State and/or its agencies are plaintiffs (the "MDL"). The State and Client acknowledge and agree that DLA Piper will continue to represent Pfizer in the current MDL litigation and in any related matters going forward, including those where the State, Client, and any of State's agencies or actors may be adverse, and including in any new related litigation involving generic pharmaceuticals or antitrust matters, and that the State will not seek to disqualify DLA Piper in these matters on the basis of its representation of Client.

F. Ethical Obligations

These Guidelines are not intended to interfere with Pro Bono Counsel's ethical obligations, including the obligation to exercise independent legal judgment during the course of the representation, or to conflict with applicable federal or state laws, court rules, administrative rules, etc. At all times, Pro Bono Counsel will provide professional legal advice and services at the highest level expected of law firms providing legal services in the Delaware region and the representation will be performed in a professional manner consistent with the professional rules governing the legal profession. *See Contract § 14.*

G. Staffing

The State expects that staffing levels will be appropriate for the complexity of the issues and Pro Bono Counsel's expertise.

1. Attorneys

The OAG requires that one experienced lawyer have ultimate responsibility for staffing and other decisions for the matter. The lead counsel at the firm must

identify, in advance, any other lawyers who will be working on the case and explain the role of each. Lead counsel should always be aware of who is working on the matter, personally approving all assignments, and should also be aware at all times of what work is being done and how much time is being spent. Lead counsel should ensure that all work is useful and done efficiently. Lead counsel is expected to review and be able to explain all of Pro Bono Counsel's time entries. Further, Lead counsel must ensure that any other lawyers who work on the case are informed of and follow these Guidelines.

Both parties recognize that the appointment of Pro Bono Counsel is personal in nature and does not extend to any law firm that Pro Bono Counsel is associated with.

2. Paralegals or Other Personnel

The appropriate use of paralegals or other personnel employed by Pro Bono Counsel is encouraged. However, Pro Bono Counsel must consult with the OAG in advance before utilizing personnel who are not Pro Bono Counsel employees, such as contract lawyers or experts.

H. Hourly Billing Increments

All time records must represent the actual time required to perform the task or activity and must be kept in time increments of 1/10th of an hour or 6 minutes. NRS 228.1124(1); SAM § 0325(6).

I. Media Requests and Public Relations

Any media inquiry relating to the State, including the State's relationship with Pro Bono Counsel, should be referred to the General Counsel immediately. Pro Bono Counsel should not make statements to the media regarding the State, OAG, Secretary of State, or the matter which is the subject of the Contract without securing advanced approval.

The State is aware that many law firms engage in comprehensive marketing. The State does not permit Pro Bono Counsel to advertise or promote the fact of your relationship with the State in your marketing efforts, unless the OAG specifically agrees otherwise.

J. Closing

The OAG continually reviews and updates these Guidelines and welcomes any

suggestions Pro Bono Counsel may have to support exceptional legal representation. Please acknowledge below the receipt and circulation of the Guidelines.

Please review these Guidelines carefully and promptly discuss any questions or concerns with General Counsel. If Pro Bono Counsel agrees to the terms of these Guidelines, please sign below and return a copy to General Counsel. The OAG will provide a copy via email along with the fully executed contract.

Once again, the OAG appreciates your agreement to represent the Nevada Secretary of State on a pro bono basis and looks forward to the successful conclusion of this Matter.

ACCEPTED AND AGREED to by:

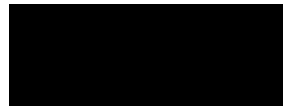


Leslie M. Nino Piro
General Counsel
State of Nevada
Office of the Attorney General

Date: 06/03/2024

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ACCEPTED AND AGREED to by:



John L. Reed
Partner
DLA Piper LLP (US)

Date: 06/04/2024

.....

ACCEPTED AND AGREED to by:



Anthony A. Rickey
Attorney
Margrave Law LLC

Date: 06/03/2024

.....

ATTACHMENT CC
INSURANCE SPECIFICATIONS

Insurance Requirements:

Pro Bono Counsel shall procure and maintain until all of its obligations have been discharged, including any warranty periods under the Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Pro Bono Counsel, its agents, representatives, or employees.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect Pro Bono Counsel from liabilities that might arise out of the performance of the work under this Contract by Pro Bono Counsel, its agents, representatives, or employees and Pro Bono Counsel is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance: Pro Bono Counsel shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. The policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when Pro Bono Counsel is exempt under Nevada Revised Statutes, **AND** Pro Bono Counsel executes the appropriate affidavit of rejection of industrial insurance coverage.

2. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by the Contract is written on a claims-made basis, Pro Bono Counsel warrants that any retroactive date under the policy shall precede the effective date of the Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provision:

The Pro Bono Counsel’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled

except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

**Leslie Nino Piro, General Counsel
Office of the Attorney General
100 N. Carson Street
Carson City, Nevada 89701**

Or via email to:
AGGeneralCounsel@ag.nv.gov

Should Pro Bono Counsel fail to provide State timely notice, Pro Bono Counsel will be considered in breach and subject to cure provisions set forth within this Contract.

D. **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect Pro Bono Counsel from potential insurer insolvency. Pro Bono Counsel is insured by the following entities:

- Swiss Re International SE, UK branch
- Hamilton / Hamilton Insurance DAC
- Castel Underwriting Agencies Ltd
- Markel Specialty
- HDI Global Specialty SE
- Chubb
- Ki Insurance

E. **Verification of Coverage:** Pro Bono Counsel shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

**Leslie Nino Piro, General Counsel
Office of the Attorney General
100 N. Carson Street
Carson City, Nevada 89701**

Or via email to:
AGGeneralCounsel@ag.nv.gov

The State contract number and a contract description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

EXHIBIT A

CONTRACT FOR PRO BONO LEGAL SERVICES

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Office of the Attorney General
Address:	100 N. Carson Street
City, State, Zip Code:	Carson City, Nevada 89701
Contact:	Leslie Nino Piro, General Counsel
Phone:	(702) 486-3077
Email:	LNinoPiro@ag.nv.gov

Pro Bono Counsel Name:	Margrave Law LLC
Address:	3411 Silverside Road, Baynard Building, Suite 104
City, State, Zip Code:	Wilmington, Delaware 19810
Contact:	Anthony A. Rickey
Phone:	(302) 604-5190
Email:	arickey@margravelaw.com

WHEREAS, NRS 228.1121 authorizes the Attorney General to enter into a pro bono contract for legal services; and

WHEREAS, the Attorney General has deemed that the services of pro bono legal counsel is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Attorney General.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Pro Bono Counsel" – means the person or entity identified above that performs pro bono legal services for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Pro Bono Legal Services and all Attachments or Incorporated Documents.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*.

Effective from:	May 17, 2024	To:	June 30, 2025
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If

specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT BB:	ADDENDUM SETTING FORTH SPECIFIC RIGHTS AND OBLIGATIONS

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Pro Bono Counsel will provide all services identified in *Section 5, Incorporated Documents* at no cost to the State.

The State does not agree to reimburse Pro Bono Counsel for expenses unless otherwise specified in the incorporated attachments.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **CONTRACT TERMINATION.**

A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. Either party may unilaterally terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*.

B. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for expenses, if any, and pay those which are undisputed. Neither party may withhold performance of winding up provisions solely based on nonpayment of expenses accrued up to the time of termination;
- 2) Pro Bono Counsel shall execute any documents and take any actions necessary to effectuate a transfer of pending legal matters if so requested by the Contracting Agency;
- 3) Pro Bono Counsel shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 18, State Ownership of Proprietary Information*.

9. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour.

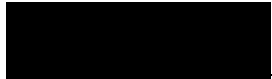
10. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.


11. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

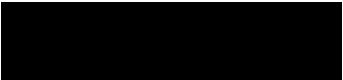
12. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Pro Bono Counsel shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Pro Bono Counsel under this contract, or any alleged negligent or willful acts or omissions of Pro Bono Counsel, its officers, employees and agents. Pro Bono Counsel's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Pro Bono Counsel waives any rights of subrogation against the State. Pro Bono Counsel's duty to defend begins when the State requests defense of any claim arising from this Contract.
13. **INSURANCE.** Unless expressly waived in writing by the State, Pro Bono Counsel must carry professional liability insurance. Pro Bono Counsel shall not commence work until it has provided evidence of insurance to the Contracting Agency.
14. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Pro Bono Counsel 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 Pro Bono Counsel to provide the services required by this Contract. Pro Bono Counsel shall provide proof of its compliance upon request of the Contracting Agency. Pro Bono Counsel will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT/DELEGATION.** Pro Bono Counsel shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
18. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Pro Bono Counsel and any documents or materials provided by the State to Pro Bono Counsel during this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Pro Bono Counsel upon completion, termination, or cancellation of this Contract.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Pro Bono Counsel may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Pro Bono Counsel may label specific parts of an individual document as "attorney-client privileged" or "confidential," provided that Pro Bono Counsel thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
20. **CONFIDENTIALITY.** Pro Bono Counsel shall keep confidential all information, in whatever form, produced, prepared, observed or received by Pro Bono Counsel to the extent that such information is confidential by law or otherwise required by this Contract.
21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter this Contract.
22. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
23. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed

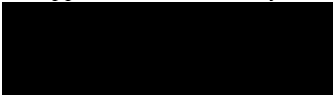
consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

	05/24/2024	Attorney
Anthony A. Rickey Margrave Law LLC	Date	Title

	05/24/2024	General Counsel
Leslie M. Nino Piro Office of the Attorney General	Date	Title

	05/24/2024	Attorney General
Aaron D. Ford Office of the Attorney General	Date	Title

Approved as to form by:


Rosalie Bordelove
Chief Deputy Attorney General for Attorney General

On: 05/24/2024

Date

ATTACHMENT AA

I. SCOPE OF WORK

Margrave Law LLC (“Pro Bono Counsel”) is retained by the State of Nevada (“State”), by and through the Office of the Attorney General (“OAG”), to provide pro bono legal services to the Nevada Secretary of State regarding an *amicus curiae* brief in an action currently pending in the Supreme Court of the State of Delaware, captioned *George B. Maffei, et al. v. Dennis Palkon, et al*, C.A. No. 125,2024 (the “Matter”).

All legal services shall be provided in cooperation and coordination with the OAG pursuant to NRS 228.110.

Pro Bono Counsel shall provide strictly legal services to the State in connection with the Contract. The State is not relying on Pro Bono Counsel for any services other than legal services.

The State’s agreement with Pro Bono Counsel is non-exclusive. The State may engage other counsel, paid or pro bono, for legal services regarding the Matter.

II. PRO BONO COUNSEL GUIDELINES AND PROCEDURES

A. Introduction

The OAG is pleased that Pro Bono Counsel has agreed to represent the Nevada Secretary of State (the “Client”) pursuant to NRS 228.112–228.1127. *See generally* Contract for Pro Bono Legal Services (“Contract”). The following are Pro Bono Counsel Guidelines and Procedures (“Guidelines”) for providing pro bono legal services to the State.

B. Costs & Expenses

The relationship between a client and law firm must be a somewhat flexible one in order to respond to the idiosyncrasies of each matter in a manner that will best serve the client’s goals. The high cost of modern legal and expert services in both time and money requires that the relationship have a basic structure that is understood by both client and the law firm. As explained in the State Administrative Manual (“SAM”), “[i]t is the policy of the State of Nevada to limit and monitor costs associated with the hiring of professional and expert services.” SAM § 0325 (State Agencies, Boards, and Commissions with Independent Contracts for Outside Legal or

Professional Services).¹ The parties have agreed that Pro Bono Counsel will provide legal services at no cost to the State; however, the principal underlying SAM § 0325 is still applicable as the State may directly incur costs or expenses in the matter that is the subject of the Contract.

The OAG's General Counsel is willing to discuss deviations from these Guidelines if such deviations will further the chances for success in the matter or will prevent an unduly harsh financial burden on Pro Bono Counsel. The OAG must require, however, that any such deviation be approved by the OAG in advance.

C. Origination of Legal Work

All legal work related to the matter for which Pro Bono Counsel has been engaged originated through the OAG. Pro Bono Counsel must not seek or accept direction for any new matters except through the OAG.

D. General Conduct and Communications

The matter for which you have been retained will be supervised by the OAG's Solicitor General. A Deputy Solicitor General may also be assigned as the OAG's primary contact. The OAG has found it helpful to have one attorney designated as Pro Bono Counsel's principal contact with the OAG. That "lead counsel" will work with the Solicitor General or assigned Deputy Solicitor General to decide what tasks need to be undertaken.

Unless other arrangements are agreed in advance, all pleadings, motions, and other papers prepared by Pro Bono Counsel should be submitted to the Solicitor General or assigned Deputy Solicitor General in draft form for review and comment before servicing upon other parties or filing with the court. Please allow the Solicitor General or assigned Deputy Solicitor General sufficient time for review, generally two-to-three working days absent emergency circumstances.

All communications between Pro Bono Counsel and the OAG and/or Secretary of State's Office shall be marked "Confidential / Attorney-Client Privileged." All work product of Pro Bono Counsel shall be marked "Confidential / Privileged / Attorney Work Product" on each page.

All communications by Pro Bono Counsel with State personnel should be made

¹ These Guidelines are intended to summarize and/or supplement the State's policy under SAM § 0325 regarding contracts for outside legal services to a State agency. If a provision herein conflicts with SAM § 0325 or any other relevant State or OAG policy, then the relevant SAM or OAG policy controls.

through the Solicitor General or assigned Deputy Solicitor General since this will allow for better coordination and may help to hold down expenses. On occasion, it may be necessary to communicate directly with State personnel to obtain factual or technical information. Any such contacts may be made only with the prior approval of the OAG. It is the responsibility of Pro Bono Counsel to advise the OAG as soon as practicable of the nature and content of any direct communications. Copies of all correspondence and documents sent to State personnel must be sent contemporaneously to the OAG.

It may be necessary on occasion for non-legal State personnel or for certain third parties (*e.g.*, attorneys representing our insurers) to contact Pro Bono Counsel directly. It may not always be possible for the Solicitor General or assigned Deputy Solicitor General to participate in such communications. Accordingly, the OAG expects Pro Bono Counsel to extend to such individuals the same professional courtesies that you would extend to a member of the OAG. However, Pro Bono Counsel should undertake projects, research, and execution of strategy only upon the direction of the OAG.

Notification of the OAG Regarding Significant Changes or Developments: Pro Bono Counsel must notify and consult with the OAG promptly regarding all significant developments related to the legal services provided under this contract or any potential new legal matters. SAM § 0325(1). Should litigation involving potential liability for the State be threatened, commence, or significantly change during the term of this contract, Pro Bono Counsel must immediately inform the OAG in writing. *Id.*

Work Product the Property of the State: All work product of Pro Bono Counsel resulting from the Contract are the exclusive property of the State. SAM § 0325(3). Upon completion, termination, or cancellation of the Contract, Pro Bono Counsel will surrender originals of all documents, including any work product in progress or draft form, objects, or other tangible items related to the work to the OAG. Contract §§ 8(B)(3), 18.

E. Conflicts of Interest

Conflicts of interest must be disclosed to the OAG and waived in writing prior to beginning a matter. SAM § 0325(4). Prior to being retained, the OAG expects Pro Bono Counsel to investigate and resolve any potential conflicts of interest, including any “issue” conflicts of a more philosophic or policy-driven basis that may compromise

the position(s) taken by the State. The OAG expects Pro Bono Counsel to promptly discuss these issues with the OAG's General Counsel. The OAG will provide Pro Bono Counsel with any additional information, if needed.

Pro Bono Counsel must be sensitive both to direct conflicts of interest that representation of the State and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the Pro Bono Counsel's advocacy, on behalf of other clients, of positions conflicting with important State interests. Prior to engagement, Pro Bono Counsel should carefully review whether any conflicts of either type exist and, if so, bring those conflicts to General Counsel's attention.

Although issue conflicts may not necessarily result in a disqualification of Pro Bono Counsel, the OAG expects to be consulted before Pro Bono Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a State legal interest or otherwise prejudicial to the State's interests. The OAG in its sole discretion will, after consultation with Pro Bono Counsel, determine whether an impermissible State conflict exists, or whether other circumstances exist that would undermine the public's confidence if your representation continued. Pro Bono Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Pro Bono Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

As the representation continues, the OAG expects that Pro Bono Counsel will bring to General Counsel's immediate attention any change in the conflict review or inform the General Counsel of any activity which might be viewed as, or trigger, a conflict of interest.

F. Ethical Obligations

These Guidelines are not intended to interfere with Pro Bono Counsel's ethical obligations, including the obligation to exercise independent legal judgment during the course of the representation, or to conflict with applicable federal or state laws, court rules, administrative rules, etc. At all times, Pro Bono Counsel will provide professional legal advice and services at the highest level expected of law firms providing legal services in the Delaware region and the representation will be performed in a professional manner consistent with the professional rules governing the legal profession. *See Contract § 14.*

G. Staffing

The State expects that staffing levels will be appropriate for the complexity of the issues and Pro Bono Counsel's expertise.

1. Attorneys

The OAG requires that one experienced lawyer have ultimate responsibility for staffing and other decisions for the matter. The lead counsel at the firm must identify, in advance, any other lawyers who will be working on the case and explain the role of each. Lead counsel should always be aware of who is working on the matter, personally approving all assignments, and should also be aware at all times of what work is being done and how much time is being spent. Lead counsel should ensure that all work is useful and done efficiently. Lead counsel is expected to review and be able to explain all of Pro Bono Counsel's time entries. Further, Lead counsel must ensure that any other lawyers who work on the case are informed of and follow these Guidelines.

Both parties recognize that the appointment of Pro Bono Counsel is personal in nature and does not extend to any law firm that Pro Bono Counsel is associated with, a partner of, or for which Pro Bono Counsel serves as "of counsel."

2. Paralegals or Other Personnel

The appropriate use of paralegals or other personnel employed by Pro Bono Counsel is encouraged. However, Pro Bono Counsel must consult with the OAG in advance before utilizing personnel who are not Pro Bono Counsel employees, such as contract lawyers or experts.

H. Hourly Billing Increments

All time records must represent the actual time required to perform the task or activity and must be kept in time increments of 1/10th of an hour or 6 minutes. NRS 228.1124(1); SAM § 0325(6).

I. Media Requests and Public Relations

Any media inquiry relating to the State, including the State's relationship with Pro Bono Counsel, should be referred to the General Counsel immediately. Pro Bono Counsel should not make statements to the media regarding the State, OAG, Secretary of State, or the matter which is the subject of the Contract without securing advanced approval.

The State is aware that many law firms engage in comprehensive marketing. The State does not permit Pro Bono Counsel to advertise or promote the fact of your relationship with the State in your marketing efforts, unless the OAG specifically agrees otherwise.

J. Closing

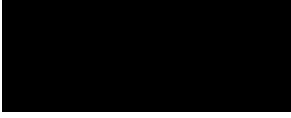
The OAG continually reviews and updates these Guidelines and welcomes any suggestions Pro Bono Counsel may have to support exceptional legal representation. Please acknowledge below the receipt and circulation of the Guidelines.

Please review these Guidelines carefully and promptly discuss any questions or concerns with General Counsel. If Pro Bono Counsel agrees to the terms of these Guidelines, please sign below and return a copy to General Counsel. The OAG will provide a copy via email along with the fully executed contract.

Once again, the OAG appreciates your agreement to represent the Nevada Secretary of State on a pro bono basis and looks forward to the successful conclusion of this Matter.

ACCEPTED AND AGREED to by:

ACCEPTED AND AGREED to by:



Leslie M. Nino Piro
General Counsel
State of Nevada
Office of the Attorney General

Anthony A. Rickey
Attorney
Margrave Law LLC

Date:

05/24/2024

Date:

05/24/2024

Attachment BB

ADDENDUM SETTING FORTH SPECIFIC RIGHTS AND OBLIGATIONS

As required by NRS 228.1123, this addendum sets forth the specific rights and obligations of the parties relating to the matter that is the subject of this contract.

Authority and Communication

As required by NRS 228.1122(1), the Attorney General must retain final authority over the course and conduct of the matter that is the subject of this pro bono contract, including, without limitation: (1) the authority to override any decision made by the retained attorney or law firm; and (2) the sole authority to agree to any settlement or voluntary dismissal of the matter.

As required by NRS 228.1122(2), the Attorney General or a deputy of the Attorney General must have supervisory authority over the conduct of the matter that is the subject of this pro bono contract. The Attorney General or the deputy shall attend any settlement conference or mediation conducted in this matter.

As required by NRS 228.1122(3), this pro bono contract does not limit the right of any attorney for an opposing party in the matter that is the subject of this contract to communicate directly with the Attorney General or deputy of the Attorney General.

Billing Records

As required by NRS 228.1124(1), a retained attorney or law firm shall, from the beginning of the term of the pro bono contract until a date not less than four years after the date on which the contract expires or is terminated, 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.

Unless protected by legal privilege, these billing records are public records pursuant to NRS 239.010.

Future Contracts

As required by NRS 228.1126, a retained attorney or law firm is prohibited from entering any contract with the Attorney General for the provision of legal services pursuant to NRS 41.03435, 228.111 to 228.1118, inclusive, or 228.112 to 228.1127, inclusive, for a period of one year after the date on which this contract or any extension or renewal of this contract expires or is terminated.