

AMENDED CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

This Amended Contingent Fee Contract For Legal Services (the “Amended Contract”) amends, supersedes, and replaces the Contingent Fee Contract (“Contract”) entered into by the parties and effective on December 4, 2023. This Amended 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 “State” or “Attorney General” or the Attorney General’s Designee(s)), agrees to retain the law firms of Nachawati Law Group (“Nachawati”), Wade Kilpela Slade LLP (“Wade Kilpela”), Kemp Jones, LLP (“Kemp Jones”), Claggett & Sykes Law Firm (“Claggett & Sykes”), and Morris, Sullivan, Lemkul & Turtzo, LLP (“Morris Sullivan”) (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”). The firm of WH Law (“WH Law”) has expressly requested to withdraw from the Contract and the Attorney General has agreed to the withdrawal. Through this Amended Contract, WH Law expressly memorializes its withdrawal from the Contract and representation of the State of Nevada for 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 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, due to changes in the law firms that initially contracted with the Attorney General, the Attorney General and Special Contractor agree to enter into this Amended Contract.

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

I. 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 Amended 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 Amended 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 Amended 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 Amended Contract.
4. Special Contractor and the Attorney General 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 will have supervisory authority over the conduct of the matter that is the subject of this Amended Contract. The Attorney General 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 at the Nevada Office of the Attorney General directly, and the right of defendants to directly communicate with the Attorney General 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 Amended Contract by reference and sets forth the minimum rights and obligations of the parties to the Amended 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, Wade Kilpela, Kemp Jones, Claggett & Sykes, and Morris Sullivan are each individually a party to this Amended Contract, and are collectively Special Contractor. Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes, and Morris Sullivan expressly understand and agree that collectively as 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.
10. Special Contractor may associate additional counsel who are not a party to this Amended Contract ("Associated Counsel") without additional expense to the State only upon written approval by the Attorney General. Any Associated Counsel regarding the SMP Investigation and Litigation is subject to the Nevada Rules of Professional Conduct, all rules promulgated by the Nevada Supreme Court, the Nevada Revised Statutes, and the terms of this Amended Contract as if the Associated Counsel were Special Contractor except any term that would cause an additional expense to the State. Any Associated Counsel will not be a party to this Amended Contract without a written amendment signed by all parties.
11. In the event that Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes, or Morris Sullivan have a disagreement among each or between any of the firms, Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes, and Morris Sullivan 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.
12. If Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes, or Morris Sullivan desires to withdraw from this Amended Contract, they must do so in accordance with Sections IV(2) and XXVI of this Amended Contract.
13. If Claggett & Sykes withdraws from this Amended Contract, the remaining firm(s) that are a party to this Amended 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 for the SMP Investigation and Litigation. The new Nevada local counsel will not be a party to this Amended Contract without a written amendment signed by all parties.

- 14 Special Contractor understands and agrees to pay for any and all costs or expenses associated with the investigation and prosecution as described in Section I(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. A recovery under this Amended Contract consists of funds actually received by the State of Nevada in the SMP Investigation and Litigation pursuant to a judgment, settlement, or order of the court irrespective of whether the funds were delivered to the Attorney General or Special Contractor on behalf of the State, but does not include in-kind funds (“Recovery” or “Recoveries” or “Recovered”). 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 Amended Contract.
- 15 Special Contractor must obtain written approval from the Attorney General before taking any positions that could potentially impact policy concerns of the State.

II. 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 Amended 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 Amended 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. 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 Supporting Any Study.** During the course of the SMP Investigation and Litigation, it may be necessary to conduct one or more studies. Any study must be pre-approved by the Attorney General. Such approval will be based upon a review of the need for the study, the parameters of the study, and a financial and qualitative assessment. In no event will participants of a study be paid as employees. However, all hourly and salary wages and benefits paid to employees and/or independent contractors for data collection and to expedite the study are considered reasonable and essential.
5. **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.
6. **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 Amended Contract.
7. **Advance Payment Prohibited.** The Attorney General will make no payment in advance or payment in anticipation of services by the Special Contractor under this Amended Contract.
8. **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 Amended Contract:
 - a. Except as provided for in Section II(4), 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 Amended Contract;
 - 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; and
 - d. Interest, whether or not actually incurred, on advanced litigation expenses and costs related to the Scope of Representation of this Amended Contract.

9. **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") and the policies of the Attorney General. 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 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. Most courts permit attendance via video conference, reducing the need for travel and therefore reducing costs in the SMP Investigation and Litigation. However, the parties recognize there are instances in which travel is necessary for the effective investigation and litigation of the SMP Investigation and Litigation. In those instances, Special Contractor shall strictly limit travel to only those personnel for the purpose in which travel is necessary. All travel must be pre-approved by the Attorney General generally thirty (30) days in advance of a hearing, deposition, or other meeting requiring travel. Last minute travel at increased costs will not generally be approved without written justification and approval prior to travel.
10. **No Liability for Costs or Expenses if No Recovery.** Neither the Attorney General nor the State is liable under this Amended Contract to pay any cost or expense if there is no Recovery except as provided for in Section III(4)(f).

III. 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 Amended Contract on a contingent fee basis.
3. **Compensation.** Compensation to the Special Contractor for its legal services performed pursuant to this Amended Contract is payable, in whole or in part, only from any funds Recovered and received in the matter that is the subject of the Amended 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 Amended 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, settlement, or order of the court. 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 Amended 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 Amended 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 Amended 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 establishment of a compliance based reporting requirement and/or 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 Recoveries 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, unless otherwise stated in a judgment, settlement, or order of a court.
 - 7. **No Liability for Contingent Fees if No Recovery.** Neither the Attorney General nor the State is liable under this Amended 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 Amended Contract.

IV. 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 Amended 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 Amended Contract without cause and without penalty upon at least ninety (90) days written notice to a party subject to the provisions of Section VII of this Amended 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 Amended Contract as well as quantum meruit fees for services provided. If the Attorney General terminates this Amended Contract prior to a Recovery, quantum meruit fees for services provided shall be a maximum of seven hundred dollars (\$700) per hour, or a reasonable attorney fee determined by reviewing the level of expertise

of the attorney or paralegal and the task being performed. The level of expertise of the attorney must be appropriate to the complexity of the task. Partners, shareholders, or senior attorneys should not bill for tasks that can be performed competently by associates at a lower cost; similarly, associates should not bill for tasks that can be performed competently and more economically by paralegals. The Attorney General expects that Special Contractor minimize billing by assigning less senior attorneys or paralegals to less demanding tasks. 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 Amended 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 Amended Contract, Special Contractor understands and agrees that total payment to Special Contractor for all legal services provided to the Attorney General under this Amended Contract will be reduced to the amount of Recovery or Recoveries actually received by the State; and
 - b. In the event that this Amended 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 Amended 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.

V. COMPENSATION OF ASSOCIATED COUNSEL

1. Special Contractor understands and agrees it will be fully responsible for any and all payments to Associated Counsel. Any payments to Special Contractor by the Attorney General as provided in this Amended Contract are inclusive of any fees and costs that Special Contractor may pay or owe to any Associated Counsel. Special Contractor may not charge the Attorney General for costs or fees incurred by affiliating with Associated 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 Associated Counsel. Any payment to Associated Counsel by Special Contractor must be approved by the Attorney General, comply with Nevada Rules of Professional Conduct, all rules promulgated by the Nevada Supreme Court, the Nevada Revised Statutes, and the terms of this Amended Contract except any term that would cause an additional expense to the State.

VI. REPORTING AND RECORDS

1. **Retention of Records.** During the duration of the Amended Contract and for seven (7) years after the date on which the Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Associated Counsel, counsel, employee, subcontractor, vendor, or agent to comply with the applicable terms of this Amended 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.

- a. During the term of the Amended Contract and any extension or renewal of the Amended 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. Special Contractor is expected to submit quarterly billing statements, reports, and other records pursuant to the requirements of NRS 228.1115 within thirty (30) days of the conclusion of each calendar quarter during the term of this Amended Contract, absent the Attorney General's prior written consent to a longer reporting period.
 - b. Special Contractor understands the requirement to submit quarterly billing statements, reports, and other records to the Attorney General pursuant to NRS 228.1115 is a statutory obligation restated in this Amended Contract and failure to timely submit quarterly billing statements, reports, and other records is a violation of Nevada law. Special Contractor understands that Associated Counsel must prepare and maintain Contemporaneous Records and submit quarterly billing statements, reports, and other records even though Associated Counsel is not entitled to compensation as described in Section V of this Amended Contract.
 - c. Most forms of transportation, with the exception of automobile travel, allow for the performance of various forms of legal work. Timekeeping and billing for time spent traveling will not normally be reimbursable under this Amended Contract unless the time is actually used performing professional work or is otherwise arranged in advance pursuant to the requirements of SAM. If the billing statement reflects time that was used to perform professional work, Special Contractor must provide a description of such professional work in addition to travel.
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.

VII. TERM/TERMINATION OF AMENDED CONTRACT

1. **Term of Amended Contract.** The SMP Investigation and Litigation may involve multiple settlements or trials which may involve different defendants and targets. The term of the Amended Contract shall be from the Effective Date as defined in Section XLVI 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 Amended 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 Amended Contract.

2. **Termination Without Cause.** The Attorney General may terminate this Amended Contract in full or with one or more of the parties without cause and without penalty upon providing written notice to Special Contractor.
3. **Federal Grant Jeopardized.** In the event it is determined that this Amended Contract potentially jeopardizes federal grant funds received by the State, if any, the State may immediately terminate this Amended 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 III(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 Amended 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.**
 - a. The Attorney General may terminate this Amended Contract for any reason. Where Special Contractor fails to perform or fulfill any obligation under this Amended Contract that cannot be cured within seven (7) days of written notice by the Attorney General to Special Contractor, said failure to perform shall be considered a material breach of this Amended Contract ("Material Breach"). Upon notice to Special Contractor of the Material Breach, Special Contractor shall take the necessary actions to immediately cure its Material Breach within seven (7) days and shall further reimburse the Attorney General for all expenses and costs incurred in curing the Material Breach. If Special Contractor does not cure the Material Breach within seven (7) days or such longer period as specified by the Attorney General, the Attorney General may terminate this Amended Contract for cause upon providing written notice to the Special Contractor of the termination for cause.
 - b. If Special Contractor is terminated for cause, Special Contractor shall not be entitled to compensation or reimbursement of any kind with respect to the Recovery that is related to the Material Breach, including without limitation, any share of Recoveries, whether settlements or verdicts, whether paid in the past, present, or future, under this Amended Contract. If partial payments were made as part of the Recovery associated with the Material Breach, Special Contractor shall reimburse the State for the partial payments made pursuant to that recovery.

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 Amended Contract occurs. Upon receipt of a written notice to terminate Amended Contract, Special Contractor agrees to immediately withdraw from any and all active litigation in the SMP Investigation and Litigation.

VIII. 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 Amended Contract. The Special Contractor must assign specific individuals to key positions ("Key Personnel"). The Special Contractor agrees and understands that this Amended 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 Amended 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 Amended Contract.
2. **Lead Counsel.** Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes and Morris Sullivan will each name an individual as Lead Counsel for each firm. This individual shall be considered a Key Personnel as defined in this Amended Contract. Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes and Morris Sullivan shall each provide their Lead Counsel's current contact information to the Attorney General, and maintain it during the term of this Amended Contract. The Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes, or Morris Sullivan Lead Counsel 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 Amended Contract, Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes or Morris Sullivan will each provide the names of any other individuals in their firms or Associated Counsel who will perform duties to directly support the person offered as the Lead Counsel. The role and crucial duties these individuals will perform shall be identified in writing by Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes and Morris Sullivan for their respective personnel. Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes, and Morris Sullivan shall provide a written update as names are added or subtracted. The level of expertise of the attorney must be appropriate to the complexity of the task. Partners, shareholders, or

senior attorneys should not bill for tasks that can be performed competently by associates at a lower cost; similarly, associates should not bill for tasks that can be performed competently and more economically by paralegals. The Attorney General expects that Special Contractor minimize billing by assigning less senior attorneys or paralegals to less demanding tasks.

4. **Removal of Special Contractor's Employees.** The Attorney General may require Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes, Morris Sullivan, or any Associated Counsel to remove from an assignment any and all employees who endanger persons, property or whose continued employment under this Amended Contract is inconsistent with the interests of the Attorney General.

IX. 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 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 Amended 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 Amended Contract shall be reviewed and approved in writing by the Attorney General prior to finalizing the material. Please allow the Attorney General sufficient time for review and approval, generally two-to-five (2-5) working days absent emergency circumstances. Longer documents will require a longer period of time for review. Special Contractor shall promptly provide, in final form, the Attorney General 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 XI to this Amended 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.

X. SUBMISSION OF MATERIALS IN ELECTRONIC FORMAT

1. Any materials, documents and/or other products of this Amended Contract submitted to the Attorney General pursuant to the Amended Contract shall be submitted in electronic format ("Documents"). All confidential Documents shall be clearly indicated as "Confidential." All Documents shall be packaged and/or transmitted in accordance with secure and encrypted (if confidential) standard commercial practices, such as file sharing platforms, cloud content management systems, file repositories, or managed file transfer solutions, or physically through flash drives or CDs. Flash drives or CDs shall be Windows 11 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.

XI. TREATMENT OF CONFIDENTIAL INFORMATION

1. 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, materials obtained through the Attorney General's investigatory or litigation authority, including CID and subpoena responses, legal theories or strategies informed by such materials, and other confidential materials (hereinafter referred to collectively as "Confidential Information" or "CI") necessary to carry out the work required under the Amended Contract. Materials housed in a file repository contracted with Special Contractor is included as CI. 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 Amended Contract;

- b. Only for the purposes of carrying out the work required by the Amended 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 Amended Contract, or upon completion/termination of the Amended Contract;
 - f. Take any and all appropriate actions, including legal action, to prevent, retract or reduce the unnecessary exposure of CI;
 - g. Will notify the Attorney General immediately in writing of any exposure of CI that violates this Section; and
 - h. Not disclose or use the CI for the benefit of any Other Representation, client, or matter.
2. Nothing in this section prohibits Special Contractor from using generalized legal insights derived from experience across matters provided no client-specific CI is disclosed or used.

XII. AVAILABILITY OF SPECIAL CONTRACTOR

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

XIII. 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 Amended 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, Associated Counsel, officers or employees. Materials and work product resulting from this Amended 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 Amended Contract, and/or if any work remains in progress at the partial or complete termination of this Amended 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 Amended Contract in accordance with this Amended Contract and NRS 228.1115.

XIV. SETTLEMENT

1. 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 Amended 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. The Attorney General shall have the right to participate in any matter in the SMP Investigation and Litigation.

XV. DEPOSITIONS

1. 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, 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.

XVI. EXPERTS/PROFESSIONALS

1. 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.

XVII. TESTIMONY

1. 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 Amended 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 Amended Contract but concerning the subject matter of this Amended 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.

XVIII. PRIVILEGED COMMUNICATIONS

1. 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.

XIX. PROFESSIONAL RESPONSIBILITY

1. **General.** Special Contractor shall carry out its representation of the Attorney General, at all times pursuant to this Amended 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 Amended Contract in accordance with the provisions of this Amended 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 Amended 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 Amended 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.
4. **Litigations against the State.** Special Contractor is retained only for the purposes and to the extent set forth in this Amended 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 Amended

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.

5. **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 Amended Contract. Should litigation involving potential liability for the State of Nevada commence or significantly change during the term of this Amended 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.

XX. CONFLICT OF INTEREST

1. **Conflict of Interest.** Special Contractor shall not accept other representation or work known to be in conflict with the subject matter of this Contract without prior written approval of the Attorney General, including similar claims, investigations, matters, litigation, causes of action, or interests related to the cause or contribution to the impacts, risks, and harms by SMPs or similar matters to the SMP Investigation and Litigation (“Other Representation”).
2. **Representation of Other States and Potential Future Conflicts.** Nachawati and Wade Kilpela have previously disclosed Other Representation on behalf of multiple states. At this time, Nevada’s interests and objectives align with those of the disclosed states with regard to investigation strategy, filing strategy, litigation strategy, trial strategy, appellate strategy, or other litigation-related decisions for each state’s individual investigation or litigation.
 - a. It is possible that conflicts may arise in the future with the disclosed states, including, but not limited to: (1) a settlement offer by a SMP (*e.g.*, an offer requiring a certain number of states to accept the proposed settlement), or (2) disagreements between the states on questions of case management, such as whether to pursue particular legal theories or strategies. If any perceived or actual conflict arises as to the disclosed states, the Attorney General consents to allow the Nachawati and Wade Kilpela to continue representing the other state(s) but may ask the Firms to recuse from representing Nevada in the specific matter(s) where the Attorney General determines the conflict cannot be resolved and chooses not to waive the conflict.
 - b. To avoid any perceived or actual conflicts regarding any disagreement or lack of alignment of objectives between the disclosed states and Nevada as to the timing, terms, scope, or logistics of any resolution or settlement with any SMP, which may

include the states competing with one another over allocation of a finite settlement fund or bankruptcy estate, the Attorney General, deputies of the Attorney General, or their designee(s) will handle any discussions or negotiations to resolve or settle any specific matter(s) for which Nachawati and Wade Kilpela represent disclosed states.

3. **Notification of Additional Representation.** Special Contractor shall promptly notify the Attorney General within ten (10) days if it intends to enter into an agreement or has entered into an agreement to provide Other Representation, including the name(s) of those clients, even if Special Contractor intends to seek a waiver pursuant to Section XX(4) below. Upon such notification by Special Contractor, the Attorney General will determine if the Other Representation is a potential or actual conflict. The determination of a conflict is the exclusive decision of the Attorney General.
4. **Conflicts or Potential Conflicts Arising in the Course of Representation.** Key Personnel of Special Contractor shall promptly notify the Attorney General if it becomes aware of any potential or actual conflict that arises in the course of the Representation, and shall provide a full disclosure of the nature of the conflict. This duty shall extend throughout the performance of this Amended Contract when and conflict becomes known to Special Contractor. The determination as to whether the conflict may be resolved or requires recusal will be the Attorney General's sole decision.
5. **Waiver Requests.** The Attorney General shall promptly consider requests for waivers of any conflict on a case-by-case basis. No waiver by the Attorney General is valid unless it is in writing.
6. **Screening by Special Contractor.** Special Contractor represents that it maintains formal ethical screens to keep litigation materials (*e.g.*, confidential discovery and pre-suit investigation productions) separate across all Other Representation.
5. **Disclosure and Semi-annual Report of Other Representation.** The duty to notify pursuant to Section XX(2) and Section XX(3) are an ongoing obligation throughout the term of this Amended Contract. In addition, Special Contractor has an obligation to provide Attorney General with a report disclosing the Other Representation semiannually on June 30 and December 31 of each year.

XXI. AT WILL

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

XXII. OTHER MATTERS RELATED TO SCOPE OF REPRESENTATION

1. Any substitution of Special Contractor or Associated Counsel 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 SAM.

XXIII. INDEPENDENT CONTRACTOR STATUS

1. Special Contractor and Associated Counsel, its officers, agents, and employees, in performing the legal services required by this Amended 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 Amended 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.

XXIV. IDENTIFICATION OF STATE AGENCY

1. 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.

XXV. SPECIAL CONTRACTOR COMPENSATION WAIVER

1. 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.

XXVI. DISPUTES/RECOVERY OF ATTORNEY'S FEES

1. The parties agree that in the event of any dispute or controversy regarding this Amended Contract, the laws of the State of Nevada apply. The parties agree that in the event of any dispute or controversy regarding this Amended 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.

XXVII. SURVIVAL

1. All provisions regarding Confidential Information, materials related to fees or costs, and other materials related to the SMP Litigation and Investigation survive termination of this Amended Contract.

XXVIII. PERSONAL SERVICES CONTRACT

1. This Amended Contract calls for the personal services of Special Contractor. Special Contractor shall make no payments to, or share compensation with, any attorneys other than Associated 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, all rules promulgated by the Nevada Supreme Court, the Nevada Revised Statutes, and the terms of this Amended Contract.

XXIX. ASSIGNMENT

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

XXX. GOVERNING LAW

1. The Amended 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 Amended Contract shall be initiated and litigated in First Judicial District Court, Carson City, State of Nevada.

XXXI. SPECIAL CONTRACTOR'S CERTIFICATIONS

1. Upon reasonable request by the Attorney General, Special Contractor shall provide written certifications of compliance with this Amended Contract.
2. In the event federal funds are used for payment of all or part of this Amended Contract, Special Contractor certifies, by signing the Amended 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.

XXXII. EVIDENCE OF INSURANCE

1. Nachawati, Wade Kilpela, Kemp Jones, Claggett & Sykes, Morris Sullivan, and any approved Associated Counsel, 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.

XXXIII. ENTIRE AMENDED CONTRACT AND MODIFICATION

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

XXXIV. MEDIA CONTACT

1. 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. The Attorney General shall have sole and exclusive responsibility for the dissemination, publication, posting, reposting, or tagging of any updates, statements, or other information related to any matters arising from or connected to the SMP Investigation and Litigation, on any platform, including but not limited to traditional news media, digital media, social media, websites, or other public or private communication channels. Special Contractor and Associated Counsel, and any of its employees, agents, or representatives, are expressly prohibited from independently making, publishing, or distributing any such communications without the prior written authorization of the Attorney General. Special Contractor may include a statement on Special Contractor's website that it represents the State of Nevada for purposes of the SMP Investigation and Litigation.

XXXV. COMPLIANCE WITH LEGAL OBLIGATIONS

1. Special Contractor shall procure and maintain for the duration of this Amended 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 Amended 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 Associated Counsel or subcontractors during performance of this Amended Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

XXXVI. DUTY TO COMPLY WITH LAWS

1. 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.

XXXVII. CERTIFICATION TO NOT BOYCOTT ISRAEL

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

XXXVIII. NOTIFICATION

1. Service of written notices and process required or permitted by this Amended 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

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

Wade Kilpela

David F. Slade, Esq.
slade@waykayslay.com
Wade Kilpela Slade LLP
1 Riverfront Place, Suite 745
North Little Rock, AR 72114

Kemp Jones

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

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wsykes@claggettlaw.com
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Michael J. Gayan, Esq.
mike@claggettlaw.com

Claggett & Sykes Law Firm
4101 Meadows Lane
Las Vegas, NV 89107

Morris Sullivan

Will Lemkul, Esq.
lemkul@mslt.law
Christopher Turtzo, Esq.
turtzo@mslt.law
Morris, Sullivan, Lemkul & Turtzo, LLP
3960 Howard Hughes Parkway, #400
Las Vegas, NV 89169

XXXIX. SEVERABILITY

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

XL. MALICIOUS/UNETHICAL PROSECUTION PROHIBITED

1. 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, Associated 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, any other applicable laws, rules, or regulations, and the terms of this Amended Contract. 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.

XLI. AUTHORIZED SIGNATORY

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

XLII. EXECUTION IN COUNTERPARTS

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

XLIII. COLLABORATION

1. 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 Amended Contract.

XLIV. INDEMNITY

1. 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 Amended Contract.
2. 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 Amended Contract;
 - b. Any violation of applicable federal or state laws, regulations, rules, codes as identified and described in this Amended 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 Amended 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 Amended 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 Amended 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 Amended Contract.
- 3. 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 Amended Contract subject to reimbursement pursuant to Section II. 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.

XLV. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE

- 1. Upon written approval by the Attorney General, Special Contractor may use generative artificial intelligence ("generative AI") to assist with or supplement routine, predictable tasks including, but not limited to, data entry, first-level document review and discovery support, by way of example. Said generative AI shall not be a substitute for human supervision. Special Contractor agrees not to upload confidential information or documents to unsecure, open-sourced, or public AI systems or platforms or services. Special Contractor agrees to only use "closed-universe," "closed-source," proprietary and/or "private AI" platforms or systems for confidential information or documents. Special Contractor will not use any artificial intelligence or predictive coding unless it was approved by the Attorney General prior to its use. The Attorney General may need to conduct a financial and qualitative assessment prior to the use of artificial intelligence or predictive coding.

XLVI. EFFECTIVE DATE

- 1. This Amended Contract amends, supersedes, and replaces the Contract entered into by the parties and effective on December 4, 2023. The Effective Date of this Amended Contract shall be the last date on which the Amended Contract is fully signed by all parties. The term in Section II(4) of this Amended Contract shall apply retroactively to May 20, 2025. With the exception of Section II(4), the terms of this Amended Contract are not retroactive, and not intended to be retroactive, to any Special Contractor or Associated Counsel.

XLVII. WITHDRAWING LAW FIRM

- 1. WH Law expressly agrees to withdraw from representation of the State of Nevada for the SMP Investigation and Litigation. With the signing of this agreement, WH Law is no longer a Party to this Amended Contract and its signature below expressly represents its withdrawal from the Contract and acknowledgment that it is not a Party to this Amended Contract. WH Law expressly assigns any rights it has or had under any previous agreement

with the State to Wade Kilpela, and consistent with this assignment understands, acknowledges, and agrees that WH Law shall therefore not be entitled to, and forgoes any rights to, any compensation, including but not limited to, costs pursuant to Section II of the Contract prior to its amendment or this Amended Contract, or contingent fees and/or quantum meruit fees for services pursuant to Section IV of the Contract prior to its amendment or Section III of this Amended Contract, and accordingly further disavows and forgoes any compensation from any Recovery it may have been entitled to.

In witness thereof, the parties hereby execute this Amended Contract.

(Signature Pages to Follow)

SPECIAL CONTRACTOR

NACHAWATI LAW GROUP

[REDACTED]

BRIAN E. MCMATH, ESQ.

09/03/2026

Date

WADE KILPELA SLADE LLP

[REDACTED]

DAVID F. SLADE, ESQ.

09/03/2026

Date

KEMP JONES, LLP

[REDACTED]

J. RANDALL JONES, ESQ.

09/03/2026

Date

CLAGGETT & SYKES LAW FIRM

[REDACTED]

WILLIAM T. SYKES, ESQ.

09/03/2026

Date

**MORRIS, SULLIVAN, LEMKUL & TURTZO,
LLP**

[REDACTED]

WILL LEMKUL, ESQ.

09/03/2026

Date

OFFICE OF THE NEVADA ATTORNEY GENERAL

[REDACTED]

AARON D. FORD
NEVADA ATTORNEY GENERAL

09/03/2026

Date

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

[REDACTED]

ERNEST D. FIGUEROA
CONSUMER ADVOCATE

09/03/2026

Date

WITHDRAWING LAW FIRM

WH LAW

[REDACTED]

BRANDON HAUBERT

09/03/2026

Date

EXHIBIT A

AMENDED ADDENDUM TO AMENDED CONTINGENT FEE CONTRACT FOR LEGAL SERVICES

This Amended 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 Amended Contingent Fee Contract for Legal Services (“Amended 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 Amended Contract or future addendums are hereby incorporated within this Amended Addendum.

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

- A. Pursuant to NRS 228.1113(1), the Attorney General retains final authority over the course and conduct of the matter that is the subject of the Amended 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(s) of the Attorney General has supervisory authority over the conduct of the matter that is the subject of the Amended Contract. The deputy(s) will attend any settlement conference or mediation conducted in matter.
- C. Pursuant to NRS 228.1113(3), the Amended Contract will not limit the right of any attorney for an opposing party in the matter that is the subject of the Amended Contract to communicate directly with the Attorney General or the deputy(s) of the Attorney General described in NRS 228.1113(2).
- D. Pursuant to NRS 228.1113(4), the Amended Contract sets 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 Amended Contract until a date not less than 4 years after the date on which the Amended 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 Amended 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. The retained attorney or law firm is expected to submit the records reflecting the work performed within thirty (30) days of the conclusion of each calendar quarter of the term of the Amended Contract, absent the Attorney General or deputy(s) prior written consent to an extension for reporting.
- G. Pursuant to NRS 228.1115(3), not less frequently than quarterly during the term of the Amended Contract and any extension or renewal of the Amended 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. The retained attorney or law firm is expected to submit the quarterly billing statement within thirty (30) days of the conclusion of each calendar quarter of the term of the Amended Contract, absent the Attorney General or deputy(s) prior written consent to an extension for reporting.
- 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.