

## CONTRACT FOR PRO BONO LEGAL SERVICES

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

Agency Name:	<b>Office of the Attorney General</b>
Address:	1 State of Nevada Way
City, State, Zip Code:	Las Vegas, Nevada 89119
Contact:	Leslie Nino Piro, General Counsel
Phone:	(702) 486-3077
Email:	AGGeneralCounsel@ag.nv.gov

Pro Bono Counsel Name:	<b>Spencer Fane LLP</b>
Address:	100 South Fifth Street
City, State, Zip Code:	Minneapolis, Minnesota 55402
Contact:	Ariel Lierz
Phone:	(602) 268-7044
Email:	alierz@spencerfane.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:	January 9, 2026	To:	December 31, 2026
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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 Office of the Attorney General.
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.

<u>Ariel Lierz</u>	<u>1/12/2026</u>	<u>Partner</u>
Ariel Lierz	Date	Title
Spencer Fane LLP		

<u>Aaron D. Ford</u>	<u>1/12/2026</u>	<u>Attorney General</u>
Aaron D. Ford	Date	Title
Office of the Attorney General		

<u>Leslie M. Nino Piro</u>	<u>1/12/2026</u>	<u>General Counsel</u>
Leslie M. Nino Piro	Date	Title
Office of the Attorney General		

Approved as to form by:

<u>Kiel Brunetti Ireland</u>	On: <u>1/12/2026</u>
Kiel B. Ireland	Date
Chief Deputy Attorney General for Attorney General	

**Signature:** Ariel Lierz  
Ariel Lierz (Jan 12, 2026 16:52:53 CST)  
**Email:** alierz@spencerfane.com

**Signature:** Aaron D. Ford  
Aaron D. Ford (Jan 12, 2026 13:33:06 PST)  
**Email:** adford@ag.nv.gov

**Signature:**   
**Email:** lninopiro@ag.nv.gov

**Signature:** Kiel B. Ireland  
**Email:** kireland@ag.nv.gov

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

**I. SCOPE OF WORK**

Spencer Fane LLP (US) (“Pro Bono Counsel”) are retained by the State of Nevada (the “State”), by and through the Office of the Attorney General (the “OAG”), to provide pro bono legal services to the OAG regarding an *amicus curiae* brief in an action currently pending in the U.S. District Court for the District of Minnesota, captioned *Minnesota ex rel. Ellison v. USDA*, No. 0:25-cv-4767 (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 OAG (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 § 0116 (State Agencies, Boards, and Commissions with Independent Contracts for Outside Legal or

Professional Services).<sup>1</sup> The parties have agreed that Pro Bono Counsel will provide legal services at no cost to the State. As the State may directly incur costs or expenses in the matter that is the subject of the Contract, the principal underlying SAM § 0116 is still applicable. The State will pay any costs or expenses related to this matter directly to any third party. Pro Bono Counsel must inform the OAG of any projected cost or expense with sufficient time to allow the OAG to arrange for payment. The parties have agreed that State will not reimburse Pro Bono Counsel for any cost or expense related to this matter unless such arrangement is agreed in advance and in writing.

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 Chief Deputy Attorney General, Special Litigation (the "CDAG"). 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 CDAG 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 CDAG in draft form for review and comment before servicing upon other parties or filing with the court. Please allow the CDAG sufficient time for review, generally two-to-three working days absent emergency circumstances.

All communications between Pro Bono Counsel and the OAG shall be marked "Confidential / Attorney-Client Privileged." All work product of Pro Bono Counsel

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<sup>1</sup> These Guidelines are intended to summarize and/or supplement the State's policy under SAM § 0116 regarding contracts for outside legal services to a State agency. If a provision herein conflicts with SAM § 0116 or any other relevant State or OAG policy, then the relevant SAM or OAG policy controls.

shall be marked “Confidential / Privileged / Attorney Work Product” on each page.

All communications by Pro Bono Counsel with State personnel should be made through the CDAG 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 CDAG 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 § 0116(A)(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 § 0116(A)(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 § 0116(A)(4). Prior to being retained, the OAG expects Pro Bono Counsel to investigate and resolve any potential conflicts of interest. 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.

#### **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 Minnesota 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 § 0116(A)(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, the OAG, 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 OAG on a pro bono basis and looks forward to the successful conclusion of this Matter.

ACCEPTED AND AGREED to by:


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

Date: 1/12/2026

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ACCEPTED AND AGREED to by:

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**Ariel K. Lierz**  
Partner  
Spencer Fane LLP

Date: 1/12/2026

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