

**STATE OF OREGON  
PROFESSIONAL SERVICES AGREEMENT  
(SPECIAL ASSISTANT ATTORNEYS GENERAL)**

This agreement for legal services ("Agreement") is between the State of Oregon ("State") acting by and through its Department of Justice ("DOJ") and the law firm of Stoel Rives LLP (the "Firm").

**RECITALS**

- A. Pursuant to Oregon Revised Statutes ("ORS") chapter 180, DOJ provides legal services required by the State and its various agencies, departments, boards, bureaus, commissions, and officers;
- B. DOJ has authority under ORS chapter 180 to contract with counsel outside of DOJ to provide the State with certain legal services ("Services") on behalf of DOJ;
- C. DOJ desires to contract for legal services with outside counsel to provide advice and representation to DOJ;
- D. The Firm desires to provide the legal services required under this Agreement; and
- E. The parties desire to set forth the terms and conditions governing their relationship in connection with the Services, consistent with the rules of professional conduct applicable to all attorneys.

The parties agree as follows:

**AGREEMENT**

**Article I  
Effective Date and Duration**

**1.1 Effective Date.** This Agreement is effective on the date it has been fully executed by DOJ or on November 10, 2015, whichever date is earlier ("Effective Date"), provided that DOJ has approved this Agreement for legal sufficiency on or before the Effective Date if approval is required. This Agreement continues through June 30, 2016 ("Term"), unless this Agreement is earlier terminated according to its terms or the Term is extended by amendment.

**1.2 Special Assistant Attorneys General Appointment.** By signing where specified in Exhibit A, the attorneys identified in Exhibit A agree to accept appointment as Special Assistant Attorneys General for the purpose of and subject to this Agreement, and to take an Oath of Office or an Affirmation of Office in a form substantially similar to one of the samples set forth in Exhibit B-1 and Exhibit B-2. By signature of either the Attorney General or Deputy Attorney General to this Agreement, the attorneys identified in Exhibit A are appointed as Special Assistant Attorneys General (each a "SAAG"). Either the Attorney General or Deputy Attorney General may withdraw appointment of a SAAG at any time and for any reason. Immediately following the Effective Date, the Firm shall deliver to the Supervising Attorney (designated in Article XI) a properly dated, executed and notarized Oath of Office or

Affirmation of Office in a form substantially similar to one of the samples set forth in **Exhibit B-1** and **Exhibit B-2**, for each attorney identified in **Exhibit A**.

## **Article II Statement of Work**

### **2.1 Legal Services.**

Upon request by the Supervising Attorney, the Firm shall provide the following Services:

**2.1.1** Under the supervision of the Department of Justice's Supervising Attorney, (a) conduct an investigation into any improper conduct and performance of Criminal Justice Division employees with regard to their compilation, analysis, monitoring and use of digital information (such as content posted on websites, social media or Twitter feeds) in the course of any work performed as employees of the Department of Justice (the "Investigation"); and (b) advise DOJ regarding the scope of an audit of the Criminal Justice Division's compilation, analysis, monitoring and use of digital information in connection with the Division's work (the "Audit");

**2.1.2** Unless otherwise requested by the Supervising Attorney, conduct the Audit. The Audit should include advising DOJ about recommendations and changes to the Criminal Justice Division's workplace, such as additional training, policy changes or other work-related measures;

**2.1.3** Report orally to the Supervising Attorney and other personnel identified by DOJ the results of the Investigation, as directed, on or before the deadline identified by the Supervising Attorney;

**2.1.4** Prepare a written report of the results of the Investigation and Audit, as directed, on or before the deadline identified by the Supervising Attorney;

**2.1.5** If requested, the Special Assistant Attorney General shall be available to testify about the Investigation and Audit at any hearings related to the Investigation or Audit and shall cooperate with DOJ in the scheduling and presentation of such testimony.

**2.2 Performance and Supervision.** The Firm shall cause all Services performed and work product delivered under this Agreement to be either: (i) performed and delivered by a SAAG or (ii) if performed and delivered by the Firm's other attorneys and staff, then supervised and approved by a SAAG.

**2.3 Quality.** The Firm represents and warrants that the Services will be performed in a skillful and professional manner according to the standards of the legal profession.

## **Article III Payment**

**3.1 Payment.** DOJ shall pay the Firm according to the rate schedule in section 3.2 for Services rendered, plus expense reimbursement as specified in Article IV, up to \$88,000.00 ("**Maximum**

Compensation"). DOJ is not authorized to pay the Firm for any Services performed before the Effective Date, after the end of the Term or for additional Services before an amendment to this Agreement is fully executed for the additional Services.

**3.2 Rate Schedule.** The Firm's rates for Services are the lesser of the following rates or the Firm's customary and reasonable rates.

ATTORNEY/LEGAL ASSISTANT	RATE
Carolyn D. Walker	\$440 per hour

To reduce legal fees, the Firm agrees to assign tasks among its attorneys commensurate with the level of expertise required and to use paralegals, legal assistants, law clerks and support staff where appropriate. The Firm shall not bill separately for secretarial, clerical or other support staff services.

**3.3 Submission of Invoice.** The Firm shall deliver invoices to the Supervising Attorney on a monthly basis for Services the Firm has performed and DOJ has accepted. The Firm shall include the following information in each invoice:

- 3.3.1 A detailed description of all Services performed and work product delivered in detail;
- 3.3.2 Identity of the Firm's personnel who performed the Services and who produced the work product;
- 3.3.3 Itemization and explanation of all expenses for which reimbursement is claimed;
- 3.3.4 Statement of the total amount billed to date prior to the current invoice; and
- 3.3.5 Specific notation of when one-third and two-thirds of the Maximum Compensation have been expended.

#### Article IV Costs and Expenses

**4.1 Reimbursement.** DOJ shall reimburse the Firm only as follows for reasonable costs and expenses necessarily incurred as a result of performing Services:

- 4.1.1 **Photocopying.** For normal photocopying up to a maximum of 10 cents per page. Expedited photocopying or oversized document photocopying may be reimbursed at a higher rate only when the Supervising Attorney provides prior written authorization.
- 4.1.2 **Postage/courier.** For postage and courier services no greater than the Firm's actual costs.
- 4.1.3 **Telephone/facsimile.** For long-distance telephone service and long-distance facsimile no greater than the Firm's actual cost.

#### 4.1.4 Travel.

(a) **Travel Expenses.** For travel expenses only to the extent permitted in the Oregon Accounting Manual, available from the Oregon Department of Administrative Services Statewide Accounting and Reporting Services of the Chief Financial Office at <http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf> (the "State Travel Policy"), as of the date the Firm incurred the expense. The Firm must conduct all travel in the most efficient and cost-effective manner resulting in the best value to the State.

(b) **Out of State Travel.** For travel expenses incurred while traveling to and from the State of Oregon ("Out-of-State Travel") only when the Supervising Attorney provides prior written authorization. Out-of-State Travel expenses are subject to the restrictions specified in the State Travel Policy and ORS 292.230.

4.1.5 **Parking.** For parking expenses, no greater than the Firm's actual costs.

4.1.6 **Legal Research.** For computerized legal research services only when the Supervising Attorney provides prior written authorization, no greater than the Firm's actual cost.

4.1.7 **Other Costs and Expenses.** For other costs and expenses only when the Supervising Attorney provides prior written authorization, no greater than the Firm's actual costs.

4.2 **Expenses Included in Maximum Compensation.** The Maximum Compensation includes the total amount reimbursable for all costs and expenses specified in this Article IV.

### Article V Conflicts; Procedure for Consent

5.1 **Conflicts.** As of the Effective Date, the Firm represents that it has provided adequate information to DOJ related to any conflicts of interest within the meaning of the Oregon Rules of Professional Conduct ("ORCP") for purposes of obtaining the informed consent of DOJ.

5.2 **Request for Consent.** After the Effective Date, if the Firm determines that a conflict of interest exists under the ORCP between the interests of DOJ and the interests of another client it represents or proposes to represent, and DOJ has not consented to the conflict of interest, the Firm shall deliver a written request for consent to the Supervising Attorney, with a copy to the conflict consent coordinator, according to the provisions of section 13.1. The Firm shall send all notices sent by e-mail to the following address: [ConflictCoordinator@doj.state.or.us](mailto:ConflictCoordinator@doj.state.or.us). Consent is not effective until the Deputy Attorney General, the Attorney General, or the Attorney General's designee has delivered written consent to the conflict of interest to the Firm.

5.3 **Additional Restrictions.** Nothing under this Article V waives or diminishes the restrictions on SAAGs set forth in Section 7.2. In addition, nothing in this Agreement limits the Firm's obligations to comply with its ethical obligations in all respects in delivering Services, including the requirements of the ORCP. The Firm shall comply with ORCP 1.7 and must seek DOJ's informed consent under Section

5.2 If the Firm's representation of a client adverse to another State entity in a particular matter will be adverse to DOJ within the meaning of ORCP 1.7.

## **Article VI Termination**

**6.1 Parties' Right to Terminate for Convenience.** This Agreement may be terminated at any time by mutual written consent of DOJ and the Firm. DOJ may terminate this Agreement for its convenience immediately upon delivery of written notice to the Firm. The Firm may terminate this Agreement effective upon delivery of thirty (30) days written notice to DOJ, provided termination is consistent with the Firm's ethical obligations.

**6.2 DOJ's Right to Terminate for Cause.** DOJ may terminate or modify this Agreement, effective upon delivery of written notice from DOJ to the Firm, or at such later date as DOJ may establish in writing, under any of the following conditions:

**6.2.1** Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for the Firm's Services;

**6.2.2** Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the Services are prohibited or DOJ is prohibited from paying for the Services from the planned funding source;

**6.2.3** The Firm or SAAG no longer holds any license or certificate that is required to perform the Services, or the Attorney General or Deputy Attorney General withdraws the SAAG appointment of any of the Firm's attorneys;

**6.2.4** The Firm fails to provide Services called for by this Agreement within the time specified herein or any extension thereof; or

**6.2.5** The Firm fails to discharge any other obligation imposed on it by this Agreement, or so fails to pursue the Services as to endanger the Firm's performance under this Agreement in accordance with its terms and fails to correct such failure within five (5) business days after delivery of written notice from DOJ, or such other period as DOJ may authorize or require.

**6.3 Remedies.** The rights and remedies provided in this Article VI are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement pursuant to Sections 6.1 or 6.2 is without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination under this Article VI, the Firm shall immediately cease all activities under this Agreement, unless DOJ expressly directs otherwise in the notice of termination.

**6.4 Revocation of Appointment.** All SAAG appointments made pursuant to this Agreement are revoked upon Agreement termination. If an individual SAAG is no longer associated with the Firm prior to Agreement termination, then the appointment of that attorney as SAAG is revoked upon the date that the attorney is no longer associated with the Firm.

**6.5 Immediate Surrender of Work Product.** Upon Agreement termination, the Firm shall immediately surrender to DOJ all items listed in Section 8.3.

**Article VII  
Compliance with Applicable Law**

**7.1 Compliance.** The Firm shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.

**7.2 Prohibited Acts.** The individual attorneys identified in **Exhibit A** are appointed as SAAGs under this Agreement. A SAAG is a state officer for the purpose of, and shall not act in contravention of, Article XV, § 7 of the Oregon Constitution.

**Article VIII  
Work Product**

**8.1 Ownership of Work Product.** The Firm's work product that results from this Agreement is the property of DOJ, although the Firm may retain copies of such work product and to use the same consistent with its ethical obligations.

**8.2 Delivery.** The Firm shall cause all work product it produces under this Agreement to be delivered to the Supervising Attorney as it is produced, consistent with the applicable delivery schedule.

**8.3 Surrender of Work Product.** Upon request by the Supervising Attorney, the Firm shall surrender to DOJ or to anyone the Supervising Attorney designates, all copies of final versions of any written work product, documents, research or objects or other tangible things needed to complete the Services and any work product requested hereunder.

**8.4 Reports.** Upon request by the Supervising Attorney, the Firm shall provide reports summarizing significant Services performed under this Agreement and developments in any deliverables, proceedings or negotiations.

**Article IX  
[RESERVED]**

This Article is intentionally left blank.

**Article X  
Insurance**

**10.1 Professional Liability.** The Firm shall maintain professional liability insurance in a form and in an amount not less than is required by the Oregon State Bar for active members engaged in the private practice of law with principal offices in Oregon.

**10.2 Workers' Compensation.** All employers, including the Firm, that employ subject workers who perform work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The Firm shall ensure that each of its subcontractors complies with these requirements.

**10.3 Automobile Liability.** For all vehicles used in connection with the Services performed under this Agreement, the Firm shall maintain automobile liability insurance with limits of not less than those required by the Oregon Financial Responsibility Law.

### **Article XI Supervising Attorney**

**11.1 Supervising Attorney.** The supervising attorney for this Agreement is Lisa Umscheid, Assistant Attorney General ("Supervising Attorney"). The Attorney in Charge of DOJ's Business Transactions Section, General Counsel Division ("AIC"), may designate a successor Supervising Attorney upon written notice to the Firm. Only the Supervising Attorney or another person designated by the AIC upon notice to the Firm is authorized to act on behalf of DOJ under this Agreement. The Supervising Attorney's authority may be temporarily delegated to another attorney at DOJ by notice to the Firm from either the Supervising Attorney or the AIC.

**11.2 Direction.** The Firm shall obtain the Supervising Attorney's direction and written authorization prior to performing Services under this Agreement. The Firm shall submit all interpretations of Oregon law to the Supervising Attorney for review prior to the issuance of advice based on such interpretation. The Firm shall obtain the Supervising Attorney's approval prior to the initiation of any court, administrative or settlement actions.

**11.3 SAAG Judgment.** The Firm shall exercise independent judgment and control with respect to the means and manner of performance under this Agreement.

### **Article XII Firm Status; Taxes; Certificates**

**12.1 Firm Status.** The Firm is an independent contractor under this Agreement. The Firm represents and warrants that the Firm and each SAAG (i) are not employees of the State of Oregon, (ii) are not employees of the federal government, and (iii) notwithstanding their standing as state officers pursuant to the Oregon Constitution as set forth in Section 7.2 above, are not officers, employees, or agents of the State, as those terms are used or defined in ORS 30.260 and 30.265.

**12.2 Taxes.** The Firm is responsible for all federal and state taxes applicable to any compensation or payments paid to the Firm under this Agreement. If the Firm is subject to withholding, DOJ may withhold from such compensation or payments any amount(s) to cover the Firm's federal or state tax obligations.

**12.3 No Benefits.** Neither the Firm nor any SAAG is eligible for any federal social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to the Firm under this Agreement, except as a self-employed individual.

**12.4 Certificates.** Upon execution of this Agreement, the Firm shall deliver to DOJ a completed SAAG Certificate attached as **Exhibit C**.

**Article XIII  
Miscellaneous**

**13.1 Notices.** Except as otherwise provided in this Agreement, all notices, requests, demands or other communications (including invoices) required by or otherwise concerning this Agreement must be in writing and are effective when delivered personally (by courier service or otherwise), when delivered by facsimile and confirmed by the recipient by telephone, when delivered by e-mail and confirmed by the recipient by telephone or responding e-mail, whichever occurs first, or seven days after the date mailed by first-class mail, postage prepaid and return receipt requested in each case to the applicable addresses set forth below.

IF TO DOJ:	IF TO FIRM:
Supervising Attorney Lisa Umscheid Senior Assistant Attorney General Department of Justice Justice Building 1162 Court Street NE Salem, OR 97301-4096  (503) 947-4469 (voice) (503) 378-3784 (fax)	Carolyn D. Walker Stoel Rives LLP 900 SW Fifth Ave., Suite 2600 Portland, OR 97204 (503) 294-9358 (voice) (503) 220-2480 (fax)

**13.2 Exhibits and Schedules.** Exhibit A, Exhibit B-1, Exhibit B-2, and Exhibit C are attached to this Agreement and incorporated by this reference.

**13.3 Subcontracts and Assignment; Successors in Interest.** The Firm shall not enter into any subcontracts for any of the Services, or assign or transfer any of its interest in this Agreement, without DOJ's prior written consent. DOJ may, as a condition to giving its prior written consent, require that any subcontract contain such provisions as DOJ deems reasonably appropriate. Consent to any subcontract does not relieve the Firm of any of its duties and obligations under this Agreement. Nor does it relieve the Firm, a SAAG and supervised attorneys of their respective ethical obligations and professional liabilities. The provisions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.



#### **13.4 Third Party Beneficiaries; Amendments.**

**13.4.1. Third Party Beneficiaries.** DOJ and the Firm are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or is intended to give any benefit or right, whether directly, indirectly or otherwise, to third persons or entities unless such third persons or entities are individually identified by name and are expressly described as intended beneficiaries of the terms of this Agreement.

**13.4.2. Amendments.** This Agreement may be amended only by a written amendment signed by DOJ and Firm.

**13.5 Funds Available and Authorized.** DOJ represents to the Firm that it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within its biennial appropriation or limitation. The payment of amounts by DOJ under this Agreement attributable to Services performed after the last day of the current biennium is contingent upon the DOJ receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow DOJ, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. If the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority to DOJ, DOJ may terminate this Agreement without penalty or liability to the State.

**13.6 Records Maintenance; Access.** The Firm shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Firm shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Firm's performance hereunder. The Firm shall permit DOJ, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives, to have access to such financial records and other books, documents, papers, plans and writings of the Firm pertinent to this Agreement to enable them to perform examinations and audits, and make excerpts and transcripts. The Firm shall retain and keep all such financial records, books, documents, papers, plans, and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

#### **13.7 Choice of Law; Designation of Forum; Federal Forum.**

**13.7.1 Choice of Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

**13.7.2 Designation of Forum.** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

**13.7.3 Federal Forum.** Notwithstanding Section 13.7.2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**13.8 Force Majeure.** Neither the State nor the Firm are responsible for delay or default caused by fire, riot, acts of God, or war, where such cause was beyond the State's or the Firm's respective reasonable control. The Firm shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**13.9 Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**13.10 Waiver.** No provision in this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. A waiver made on one occasion is effective only in that instance and only for the purpose that it is given and will not be construed as a waiver on any future occasion.

**13.11 Execution and Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

**13.12 Disclosure of Tax ID Number.** The Firm must provide the Firm's federal tax ID number. This number is requested pursuant to OAR 150-305.100. Numbers disclosed pursuant to this authority will be used for the administration of state, federal and local tax laws.

**13.13 Survival.** The covenants, warranties, representations, rights, and obligations set forth in Article V, Article VIII, Article IX, Sections 13.6, 13.7, 13.9 and this Section 13.13 survive termination of this Agreement.

*The remainder of this page is intentionally left blank.*

13.14 Merger Clause: THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER IDENTIFIED IN ARTICLE II. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE FIRM, BY ITS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT THE FIRM'S AUTHORIZED REPRESENTATIVE HAS READ AND UNDERSTOOD THIS AGREEMENT, AND THAT THE FIRM AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

STOELL RIVES LLP

By:

Date: 11/13/15

Name:

ROBERT D. VANCE BROCKWELL

Title:

FIRM MANAGING PARTNER

STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE

By:

Date: 11/13/15

Fredrick M. Boss  
Deputy Attorney General

Reviewed:

By:

Date: 11-13-15

Steven A. Wolf  
Chief Counsel  
General Counsel Division

13.14 Merger Clause. THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER IDENTIFIED IN ARTICLE II. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE FIRM, BY ITS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT THE FIRM'S AUTHORIZED REPRESENTATIVE HAS READ AND UNDERSTOOD THIS AGREEMENT, AND THAT THE FIRM AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

STOEL RIVES LLP

By: [Signature] Date: 11/13/15  
Name: ROBERT D. VAN BROECKHOFF  
Title: FIRM MANAGING PARTNER

STATE OF OREGON acting by and through the OREGON DEPARTMENT OF JUSTICE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Frédéric M. Boss  
Deputy Attorney General

Reviewed:

By: [Signature] Date: 11-13-15  
Steven A. Wolf  
Chief Counsel  
General Counsel Division

**EXHIBIT A**

**ATTORNEY INFORMATION**

The following attorneys are members or associates of the Firm, are members in good standing of the bar of the state or district indicated below, and each, by signing below, has agreed to accept appointment as Special Assistant Attorney General subject to the terms and conditions of this Agreement.

ATTORNEY'S NAME	STATE/ DISTRICT OF BAR ADMISSION	DATE ADMITTED	SIGNATURE*
Carolyn D. Walker	Oregon	May 16, 1998	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**\*Each attorney must sign this form.**

EXHIBIT A

ATTORNEY INFORMATION

The following attorneys are members or associates of the Firm, are members in good standing of the bar of the state or district indicated below, and each, by signing below, has agreed to accept appointment as Special Assistant Attorney General subject to the terms and conditions of this Agreement.

ATTORNEY'S NAME	STATE/ DISTRICT OF BAR ADMISSION	DATE ADMITTED	SIGNATURE*
Carolyn D. Walker	Oregon	May 16, 1998	<i>Carolyn D. Walker</i>

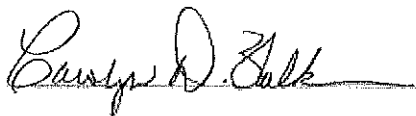
\*Each attorney must sign this form.

EXHIBIT B-1

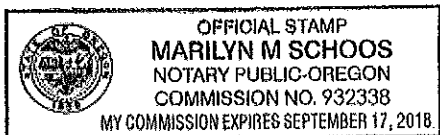
State of Oregon  
Department of Justice  
Oath of Office

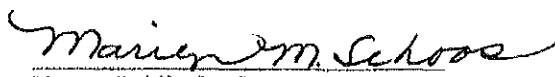
State of Oregon            )  
                                      )  
County of Multnomah    )        ss.

I, Carolyn D. Walker, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability, so help me God.



Subscribed and sworn to before me  
this 13<sup>th</sup> day of November 20 15



  
Notary Public for Oregon  
My commission expires 9-17-18

Note: Execute this oath of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.

EXHIBIT B-2

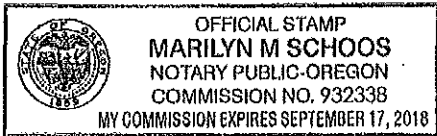
State of Oregon  
Department of Justice  
Affirmation of Office

State of Oregon            )  
  )  
County of Multnomah    )

ss.

I, Carolyn D. Walker, do solemnly affirm that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability.

*Carolyn D. Walker*  
Signed and affirmed before me  
this 13<sup>th</sup> day of November, 2015



*Marilyn M. Schoos*  
Notary Public for Oregon  
My commission expires 9-17-18

Note: Execute this affirmation of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.



**EXHIBIT B-1**

**State of Oregon  
Department of Justice  
Oath of Office**

State of Oregon                    )  
  )  
County of Multnomah            )        ss.

I, Carolyn D. Walker, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability, so help me God.

\_\_\_\_\_ Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

Note: Execute this oath of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.

**EXHIBIT B-2**

**State of Oregon  
Department of Justice  
Affirmation of Office**

State of Oregon            )  
                                  )  
County of Multnomah    )    ss.

I, Carolyn D. Walker, do solemnly affirm that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability.

\_\_\_\_\_  
Signed and affirmed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

Note: Execute this affirmation of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.

EXHIBIT C

CERTIFICATE OF FIRM

Name: Steel Rives LLP	Address: 900 SW Fifth Avenue, Suite 2600
Federal Tax ID#	Portland, OR 97204

*This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject SAAG to 31 percent withholding.*

On behalf of the Firm, I, the undersigned, certify that: (i) I have authority to sign this Agreement on behalf of the Firm; (ii) no attorney will perform Services under this Agreement unless the attorney is (A) a member of the Firm who has been appointed and has accepted appointment as a Special Assistant Attorney General, or (B) an employee affiliate, subcontractor or partner of the Firm working under the supervision of a member of the Firm who has been appointed and has accepted appointment as a Special Assistant Attorney General; and (iii) each attorney identified in Exhibit A has accepted appointment as a Special Assistant Attorney General and is a member in good standing of the bar of the state indicated on Exhibit A.

On behalf of the Firm, I further certify under penalty of perjury, that: the undersigned is authorized to act on behalf of the Firm, and that the Firm is, to the best of the Firm's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes and Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

STOEL RIVES LLP

By: 

Name: ROBERT D. VAN BROCKLIN

Title: FIRM MANAGING PARTNER

Date: NOVEMBER 13 2015