

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER CSCRSIB08-17
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Secure Choice Retirement Savings Investment Board

CONTRACTOR'S NAME

K&L Gates LLP

2. The term of this Agreement is: 04/01/2018 through 03/31/2020
 (or upon DGS approval)

3. The maximum amount of this Agreement is: \$350,000.00
 Three hundred fifty thousand dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Attachment 1 to Exhibit A – Key Personnel Resumes	26 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	GTC 04/2017

Check mark one item below as Exhibit D:

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 6 page(s)
- Exhibit - D* Special Terms and Conditions

*RFP CSCRSIB08-17 and Contractor's response thereto are hereby incorporated by reference and made a part of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

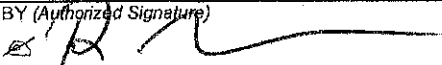
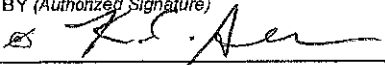
CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) K&L Gates LLP		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3/22/2018	
PRINTED NAME AND TITLE OF PERSON SIGNING Rikki A. Sapolich-Krol, Partner		<div style="font-size: 1.5em; font-family: cursive;">[Signature]</div> <input type="checkbox"/> Exempt per:
ADDRESS 4 Embarcadero Center, Suite 1200 San Francisco, CA 94111		
STATE OF CALIFORNIA		
AGENCY NAME California Secure Choice Retirement Savings Investment Board		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 3/28/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathleen Selenski, Executive Director		
ADDRESS 915 Capitol Mall, Room 105 Sacramento, CA 95814		

EXHIBIT A

Scope of Work

External legal counsel will provide the Program legal analysis and advice necessary for the implementation and operation of the Program, which include the following services:

1. Provide legal analysis and advice on subjects requested by the Program including, but not limited to, compliance with state and federal laws; development of regulations, policies, and procedures to operate the Program; procurement of third-party administrators; and, if applicable, the impact of litigation, legislation, or regulations on the operations of the Program.
2. Provide an opinion in a form satisfactory to the Board that:
 - A. The program is structured in a manner to keep the program from being classified as an employee benefit plan subject to the federal Employee Retirement Income Security Act.
 - B. The payroll deduction IRA arrangements offered by the program qualify for the favorable federal income tax treatment ordinarily accorded to IRA arrangements under the Internal Revenue Code.
 - C. The board has defined in regulation the roles and responsibilities of employers in a manner to keep the program from being classified as an employee benefit plan subject to the federal Employee Retirement Income Security Act.
3. Monitor litigation, legislation, regulations, or other legal changes that could impact the operation of the Program.
4. Coordinate work with other contractors hired by the Program, as well as the Office of the Attorney General of California and any external legal counsel retained by the Office of the Attorney General of California for workload related to the Program.
5. Attend Board meetings (physically or telephonically) upon direction from staff (approximately one per month) and other meetings as requested.
6. In all respects, represent the best interests of the Board, the Program, and the State of California.

The term of the agreement entered into pursuant to this contract will be two years. The total amount of the contract shall not exceed \$350,000 over the term. The rates specified in Exhibit B shall remain the same throughout the term of the agreement. The contract will require approval by the Department of General Services ("DGS"). In no event shall services be performed prior to approval by the DGS Office of Legal Services. Any contract amendments will be subject to the approval of the Board and the Department of General Services.

The services shall be primarily performed at the offices of the Contractor and at the offices of appropriate affiliates, related entities, subsidiaries and subcontractors; however, the Contractor may be required to attend mandatory meetings in or near Sacramento, California.

Contractor is expected to ensure that the quality and availability of personnel assigned to perform services under the contract will be maintained over the term of the contract. Replacements must have substantially the same or better qualifications and experience than the original personnel. Any change in assigned personnel, including additions to the attorneys to the agreement must be made through an amendment to the agreement and approved by the Board and DGS.

The distribution of all materials produced by the Contractor is restricted to the Board. These materials become property of the Board, and the Board reserves exclusive rights to its further dissemination.

The project representatives during the term of this agreement will be:

State Agency: California Secure Choice Retirement Savings Investment Board	Contractor: K&L Gates LLP
Name: Katie Selenski, Executive Director	Name: Rikki A. Sapolich-Krol
Address: 915 Capitol Mall, Room 435 Sacramento, CA 95814	Address: 4 Embarcadero Center, Suite 1200 San Francisco, CA 94111
Phone: (916) 653-4046	Phone: (415) 882-8200
Fax: (916) 653-3125	Fax: (415) 882-8220

ATTACHMENT 1 TO EXHIBIT A

Key Personnel Resumes

Lawyer Team Biographies

K&L GATES



David E. Morse

Partner

New York

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F 212.536.3901

david.morse@klgates.com

OVERVIEW

Mr. Morse advises clients concerning all aspects of compensation and benefits, including issues involving the cost-effective design, funding, investment, administration, termination and legal compliance of pension, 401(k), 403(b) and 457 plans, IRAs, and health and other welfare plans, employment contracts and executive compensation.

Mr. Morse is actively involved in the legal and practical issues involving states' efforts to establish retirement and savings programs for the private sector. In addition to advising several states on the creation of these programs (sometimes known as "Secure Choice"), he has spoken and written about the ERISA, tax and securities laws implications at the Georgetown University for Retirement Initiatives, National Conference on Public Employees Retirement Systems, National Association of State Treasurers and the Brookings Institute.

Mr. Morse has published over 50 articles and a book on retirement plan issues. He has served as Editor-in-Chief of the *Benefits Law Journal* since 2002 and is a Fellow of the American College of Employee Benefits Counsel.

PUBLICATIONS

- "The First State Auto IRA Is Up Running and Working So Why Do Some Business Groups Want These Plans to Fail?" *Benefits Law Journal*, Vol. 30, No. 4, Winter 2017
- "Participant Communication Conundrum: Simple and Effective or Complete and Unreadable?" *Benefits Law Journal*, Vol. 30, No. 3, Autumn 2017
- "Sixth Circuit Retiree Health Triptych (or 'As the Benefits World Turns')" *Benefits Law Journal*, Vol. 30, No. 2, Summer 2017
- "An Overview of Legal, Regulatory and Plan Design Considerations for States." *Georgetown University McCourt School of Public Policy Center for Retirement Initiatives*, August 2017
- "Everyone into the Savings Pool: The Time to Begin National Reform Is Now." *Benefits Law Journal*, Vol. 29, No. 3, Autumn 2016

David E. Morse (continued)

- "ERISA Preempts Vermont All-Payer Health Claims Data Collection Law: It's Up to the DOL to Regulate Reporting and Disclosure." *Benefits Law Journal*, Vol. 29, No. 2, Summer 2016
- "The Trouble with *Tibbles*: US Supreme Court Stretches Statute of Limitations for Imprudent Investments." *Benefits Law Journal*, Vol. 28, No. 3, Autumn 2015
- "Make Money First—Then Do Good, If You Can: Impact Investing under ERISA." *Benefits Law Journal*, Vol. 28, No. 2, Summer 2015
- "State Initiatives to Expand the Availability and Effectiveness of Private Sector Retirement Plans," Georgetown University McCourt School of Public Policy Center for Retirement Initiatives white paper, December 2014
- "Opt-Out, Not In," *Benefits Law Journal* Vol. 27 No. 4, Winter 2014
- "ERISA Lite: More Benefits, Fewer Rules," *Benefits Law Journal* Vol. 27, No. 3, Autumn 2014
- "Is Anything Straightforward?" *Benefits Law Journal* Vol. 26, No. 2, Summer 2014
- "Time and Tide Wait for No Plaintiff," *Benefits Law Journal* Vol. 27, No. 1, Spring 2014
- "No Good Ideas Goes Unregulated: DOL Stymies Creative Solutions to Encourage Small Employers to Provide Retirement Benefits," *Benefits Law Journal* Vol. 26, No. 4, Winter 2013
- "Equitably Unfair: Supreme Court Says Health Plan Documents Trumps Participant's Request to Split Legal Fees," *Benefits Law Journal* Vol. 26, No. 3, Autumn 2013
- "The Myth of the Average Retiree: Helping Employees Prepare for an Unknown Future," *Benefits Law Journal* Vol. 26, No. 2, Summer 2013.
- "How Much Should the Boss Earn? Boards Should First Determine PAR," *Benefits Law Journal* Vol. 26, No. 1, Spring 2013.
- "Nudge, Not Shove: USA Retirement Funds—A Shockingly Sensible Idea from Washington," *Benefits Law Journal* Vol. 25, No. 4, Winter 2012.
- "Shopping for Health Insurance After Health Reform: A Cautionary Tale of Frustration, Confusion, and Mistakes," *Benefits Law Journal* Vol 25, No. 3, Autumn 2012.
- "The Designated Investor: Participants Would Benefit by Expanding ERISA's 404(c) Safe Harbor," *Benefits Law Journal* Vol. 25, No. 2, Summer 2012.
- "Looking for Tax Revenue in All the Wrong Places: 401(k) Plans Under Attack," *Benefits Law Journal* Vol. 25, No.1, Spring 2012.
- "Saving Private Pension Plans: Reversing Regulations That Hurt Those They Intend to Help," *Benefits Law Journal* Vol. 24, No.4, Winter 2011
- "Imagine a World of Perfect Disclosure," *Benefits Law Journal* Vol. 24, No.3, Autumn 2011.
- "Social Security is in the Red," *Benefits Law Journal* Vol. 24, No.2, Summer 2011.

David E. Morse (continued)

- "The Visible 401(k) Plan: Unintended Consequences of New ERISA Fee Transparency and Disclosure Rules," *Benefits Law Journal Vol. 24, No. 1, Spring 2011.*
- "A Confederacy of Spenders: Retirement Reset," *Benefits Law Journal Vol. 23, No. 4, Winter 2010.*
- "The Big Lie: Unfunded State Government Pension and Retiree Health Benefits," *Benefits Law Journal Vol. 23, No.3, Autumn 2010.*
- "Employee Benefits Tea Party," *Benefits Law Journal Vol. 23, No.2, Summer 2010.*
- "The Secret Life of 401(k) Plans: What Participants Want to Know," *Benefits Law Journal, Vol. 23, No. 1 Spring 2010.*
- "Judge Posner Explains MetLife v. Glenn: Clarifying What the Supreme Court Really Meant," *Benefits Law Journal Vol. 22, No.4, Winter 2009.*
- "Risk and Responsibility," *Benefits Law Journal Vol. 22, No. 3, Autumn 2009.*
- "It's the Plan Document, Stupid: Supreme Court Uses Common Sense to Determine Plan Beneficiary," *Benefits Law Journal Vol. 22, No. 2, Summer 2009.*
- "Nudge: What Every Benefits Lawyer and Consultant Should Know About Human Nature," *Benefits Law Journal Vol. 22, No. 1, Spring 2009.*
- "Thou Shalt Take an Annuity—Or Are Retirees Consenting Adults?," *Benefits Law Journal Vol. 21, No. 4, Winter 2008.*
- "DeWolff in Sheep's Clothing: Can a Participant Sue for a Fiduciary Breach?," *Benefits Law Journal Vol. 21, No. 3, Autumn 2008.*
- "While You Were Sleeping... PPA, Auto Enrollment, and QDIA," *Benefits Law Journal Vol. 21, No. 1, Spring 2008.*
- "Inefficient Frontier: New Paradigm of Pension Investing," *Benefits Law Journal Vol. 20, No. 4, Winter 2007.*
- "A Random Walk Down the Final Section 409A Regulations," *Benefits Law Journal Vol. 20, No. 3, Autumn 2007.*
- "Real Health Care Reform Starts With the Tax Deduction," *Benefits Law Journal Vol. 20, No. 2, Summer 2007.*
- "The DB-ing of the 401(k)," *Benefits Law Journal Vol. 20, No. 1, Spring 2007.*
- "New Law Enhances HSAs," *K&L Gates Compensation and Benefits Alert, December 2006.*
- "Equitable Reflux: Bright Line Rule Needed for Whether a Fiduciary Can Sue a Participant," *Benefits Law Journal Vol. 19, No. 3, Autumn 2006.*
- "Populism, Process, and Transparency: The Missing Link in Executive Pay," *Benefits Law Journal, Vol 19, No. 2, Summer 2006.*
- "Rethinking Employee Benefits, Part 3: Should Pensions Be Voluntary?" *Benefits Law Journal Vol. 19, No. 1, Spring 2006.*

David E. Morse (continued)

- "Proposed Section 409A Regulations: Deferral Elections," *K&L Gates Compensation and Benefits Alert*, December 2005.
- "401(k)s on Autopilot," *Benefits Law Journal Vol. 18, No. 4*, Winter 2005.
- "To Roth or Not to Roth?" *Benefits Law Journal Vol. 18, No. 3*, Autumn 2005.
- "Cracking the Nest Egg," *Benefits Law Journal Vol 18, No. 2*, Summer 2005.
- "Appeals Court Strikes Down Law That Requires Domestic Partner Benefits," *K&L Gates Employee Benefits Alert*, April 2005.
- "Take the Money and Run," *Benefits Law Journal Vol. 18, No. 1*, Spring 2005.
- "Rethinking Employee Benefits, Part 2: Seven Retirement Myths That Need to Go," *Benefits Law Journal Vol. 17, No. 4*, Winter 2004.
- "(Same) Sex Education," *Benefits Law Journal Vol. 17, No. 3*, Autumn 2004.
- "Rethinking Employee Benefits, Part 1," *Benefits Law Journal Vol 17, No. 2*, Summer 2004.
- "Say It Ain't So, Joe: Mutual Funds in Crisis," *Benefits Law Journal Vol. 17, No. 1*, Spring 2004.
- "SPDs Rule: Employers Beware," *Benefits Law Journal Vol. 16, No. 4*, Winter 2003.
- "Smoking, Sex, and Social Security," *Benefits Law Journal Vol. 16, No. 3*, Autumn 2003.
- "No Fix Needed For Deferred Compensation," *Benefits Law Journal Vol. 16, No. 2*, Summer 2003.
- "What's a Little Malpractice Among Friends?" *Benefits Law Journal Vol. 16, No. 1*, Spring 2003.
- "Are Pension Plans Headed for Extinction?" *Benefits Law Journal Vol 15, No. 4*, Winter 2002.
- "Cat Food or Caviar," *Benefits Law Journal Vol. 15, No. 3*, Autumn 2002.
- "A Dearth of Common Sense," *Benefits Law Journal Vol. 15, No. 2*, Summer 2002.
- "Is the New 401(k) Safe Harbor Worth it?" *Benefits Law Journal*, Spring 1999.
- "Home Alone: Are Employer-Paid Security Measures Tax-Free Fringe Benefits," *Benefits Law Journal*, Summer 1997.
- "Golden Parachutes May Land Softly with Reasonable Compensation Exception," *Benefits Law Journal*, Spring, 1990.
- "Proposed SLOB Regulations," *Benefits Law Journal*, Spring 1990.
- "When a Plan Invests in a Company," *National Law Journal*, April 1, 1985.
- "New Tax Rules Will Not Limit Golden Parachutes," *New York Law Journal*, September 17, 1984.

David E. Morse (continued)

- Guest on CNN and radio talk shows and quoted in *Wall Street Journal*, *New York Times*, *Washington Post*, *Money Magazine*, *Newsweek* and other publications on retirement planning issues.

PROFESSIONAL/CIVIC ACTIVITIES

- Editor-In-Chief, *Benefits Law Journal* (since 2002)
- Fellow American College of Employee Benefits Counsel
- Certified Public Accountant

ADMISSIONS

- New York

EDUCATION

LL.M., New York University, 1985 (Taxation)

J.D., Vanderbilt Law School, 1980

B.S., University of Vermont, 1977 (*cum laude*, Accounting)



Rikki A. Sapolich-Krol

Partner

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OVERVIEW

Rikki Sapolich-Krol is a partner in K&L Gates' San Francisco office. She has a broad-based employee benefits and executive compensation practice, with experience in areas such as tax-qualified, tax-advantaged and nonqualified retirement plans, executive employment and severance arrangements, equity- and non-equity-based incentive plans and welfare benefit plans. In particular, she focuses on structuring, implementing, administering and correcting benefit plans and compensation arrangements for public, private, nonprofit and government clients. Her experience includes 401(k) plans, ESOPs, defined benefit plans, 403(b) plans, IRAs, 457 plans, 415(m) plans and deferred compensation and other executive benefit arrangements subject to Internal Revenue Code § 409A.

Ms. Sapolich-Krol also advises plan sponsors and institutional fiduciaries on the fiduciary aspects of employee benefit plans, corporate transactions involving ESOPs, pension de-risking strategies, including annuity purchases, the employee benefits aspects of mergers and acquisitions and benefit issues impacting international workforces. She has also represented clients before the Internal Revenue Service, Pension Benefit Guaranty Corporation and Department of Labor in significant audits and investigations.

Ms. Sapolich-Krol was recognized as one of 2016's "Top 50 Women Lawyers" by the National Diversity Council.

PROFESSIONAL BACKGROUND

Prior to attending law school, Ms. Sapolich-Krol worked in nursing home administration. She was the inaugural candidate in an accelerated six-year program through the Pennsylvania State University Schreyer Honors College and Franklin Pierce Law Center, completing the requirements of both her bachelors of science and her juris doctorate concurrently.

PUBLICATIONS

- "Hold On To Your Hats: Recent DOL Amicus Brief Reminds Employers of the Importance of Scrutinizing Top Hat Plans," *Benefits Law Journal*, Vol. 28, No. 4, Winter 2015.
- "The Very Long Arm of the PBGC: Foreign Company Held Liable to PBGC for US Sub's Pension Underfunding in PBGC v. Asahi Tec Corp.," *Benefits Law Journal*, Vol. 28, No. 1, Spring 2015
- "What's New in Compliance?," *K&L Gates Publication*, October 14, 2011

Rikki A. Sapolich-Krol (continued)

- "Congress Passes Mental Health Parity Legislation," *K&L Gates Publication*, October 28, 2008
- "When Less Isn't More: Illustrating the Appeal of a Moral Rights Model of Copyright Through a Study of Minimalist Art," *47 IDEA* 453; 2007

PROFESSIONAL/CIVIC ACTIVITIES

- National Center for Employee Ownership (NCEO)
- The ESOP Association
- Western Pension & Benefits Council

ADMISSIONS

- Bar of California
- Bar of Pennsylvania (inactive)

EDUCATION

J.D., Franklin Pierce Law Center, 2007, (*magna cum laude*, Managing Board/Notes and Comments Editor, *IDEA: The Intellectual Property Law Review*)

B.S., Pennsylvania State University, 2006, (Schreyer Honors Scholar, Evan Pugh Scholar)



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OVERVIEW

Edward Sangster is a partner in K&L Gates' San Francisco office. He has more than 30 years of experience helping clients resolve complex business and environmental disputes through counseling, litigation and trial. His experience is broad, including commercial contracts, environmental, business torts, insurance coverage and Uniform Commercial Code (UCC) cases. Although the types of cases have varied over time, his case load has consistently involved current cutting-edge issues, resulting in numerous published decisions in federal district and appellate courts.

The cases Mr. Sangster litigates often turn on the resolution of highly technical scientific, engineering, regulatory or economic issues. His environmental experience includes numerous cases concerning the California Environmental Quality Act (CEQA), cases involving groundwater contamination, and administrative agency actions. Other examples include preemption of statutory limits on mortgage interest, illegal title insurance products, venture capital investments, defective heat treatment of metal alloys, and allegedly invalid publicly traded securities. He has handled many disputes governed by Article 2 of the UCC involving a wide range of products, from the mundane (boxes and food ingredients) to the exotic ("smart bomb" components and medical devices). His experience with intricacies of contract formation, "battles of the forms," warranty disclaimers, breaches and damages expedites the analysis and resolution of cases. He is authorized to practice before all state and federal courts in California, as well as the U.S. Court of Federal Claims. He has jury and bench trial experience in both state and federal courts, and he has briefed and argued numerous appeals.

Mr. Sangster is recognized as a Northern California *Super Lawyer*, and is a fellow of the Litigation Counsel of America, a trial lawyer honorary society composed of less than one-half of one percent of American lawyers.

PUBLICATIONS

- "California Transparency in Supply Chains Act – First 90 Days," *K&L Gates Publication*, April 13, 2012
- "Tsunami Warning: California's Safer Products Regulations Are on the Way," *K&L Gates Publication*, June 2010
- "Mastering the Law on Requesting Judicial Notice on Appeal," *Appellate Practice Journal*, Spring 2005
- "Death, By Meet and Confer," *California Litigation*, 2004

Edward P. Sangster (continued)

- "Black SLAPP," *Los Angeles Lawyer*, September 2003
- "The 60-Day Remedy: Expedited Remediation Under California's Polanco Redevelopment Act," *Andrews Litigation Reporter*, January 3, 2003

PROFESSIONAL/CIVIC ACTIVITIES

- American Bar Association (Litigation Section)
- Bar Association of San Francisco

ADMISSIONS

- Bar of California
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Federal Claims
- U.S. District Courts for the Central, Eastern, Northern and Southern Districts of California

EDUCATION

J.D., University of California, Hastings College of the Law, 1985 (Note/Research Editor, *COMMENT, A Journal of Communications and Entertainment Law*)

A.B., University of California, Berkeley, 1982

ACHIEVEMENTS

- Trial Lawyer of the Year Finalist, Public Justice Foundation, 2010
- Award for exemplary pro bono service, presented by the U.S. District Court, Northern District Conference, 1997
- Outstanding Volunteer in Public Service, presented by the Bar Association of San Francisco, 1996
- Commendation by California State Bar Board of Governors in recognition of outstanding contributions to the delivery of pro bono legal services, 1988

PUBLISHED DECISIONS

- *Chacoan v. Rohrer*, 2009 U.S. Dist. LEXIS 40662 (E.D. Cal. 2009) (federal civil rights)
- *Quicken Loans, Inc. v. Wood*, 449 F.3d 944 (9th Cir. 2006) (preemption of state mortgage laws)
- *Wells Fargo Bank, N.A. v. Boutris*, 419 F. 3d 949 (9th Cir. 2005) (preemption of state mortgage laws)
- *Fontana Empire Center, LLC v. City of Fontana*, 307 F. 3d 987 (9th Cir. 2002)
- *Emeryville v. Elementis Pigments, Inc.* 2001 WL 964230 (N.D. Cal. 2001)

Edward P. Sangster (continued)

- *Anesthesia Care Associates Medical Group v. Blue Cross of California*, 187 F.3d 1045 (9th Cir. 1999)
- *Atchison, Topeka & Santa Fe Railway Company v. Hercules Incorporated*, 146 F.3d 1071 (9th Cir. 1998) (CERCLA cost recovery)
- *TH Agriculture & Nutrition, Inc. v. Aceto Chemical Co.*, 884 F. Supp. 357 (E.D. Cal. 1995) (CERCLA cost recovery)
- *Kaufman and Broad -- South Bay v. Unisys Corp.*, 822 F. Supp. 1468 (N.D. Cal. 1993) (CERCLA cost recovery)
- *Eureka Financial Corp. v. The Hartford Accident & Indemnity Co.*, 136 F.R.D. 179 (E.D. Cal. 1991) (insurance coverage)



Paul W. Sweeney, Jr.

Partner

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OVERVIEW

Mr. Sweeney is a member of the Los Angeles office's Commercial Litigation group, where he focuses his practices on handling complex business disputes. Mr. Sweeney has handled individual and class action lawsuits involving claims of breach of contract, unfair business practices, false advertising, consumer fraud, privacy violations, Telephone Consumer Protection Act (TCPA) violations, and breach of warranty. He has also handled employment lawsuits where claims of discrimination, wage-hour, wrongful termination and trade secrets were at issue. Mr. Sweeney also handles entertainment cases involving claims of idea misappropriation, invasion of privacy and breach of contract.

PROFESSIONAL BACKGROUND

Mr. Sweeney served as a White House Fellow, where he worked for the White House Chief of Staff/Assistant to the President for Intergovernmental Affairs. Mr. Sweeney has also served as a volunteer prosecutor for the Los Angeles City Attorney's Office, Criminal Branch, where he handled misdemeanor jury trials. Mr. Sweeney was named a Southern California "Super Lawyer" by *Los Angeles Magazine* in 2010-2017.

PROFESSIONAL/CIVIC ACTIVITIES

- American Law Institute
- Hollywood Wilshire YMCA, Board of Directors
- Public Counsel, Board of Directors
- Thurgood Marshall College Fund, Board of Directors

PUBLICATIONS

- "Outside Counsel Corner: Eight Jury Trial Tips – Trying Cases in Big-City Courtrooms," Corporate Counsel Women of Color website; posted September 2009
- "Limited Liability for Information on Credit and Debit Card Receipts," coauthored with Robert E. Feyder and Melanie H. Brody, *Privacy & Data Security Law Journal*, April 2007
- "Talking about Sex: California Supreme Court Rejects Sexual Harassment Claim of Friends' Writers Assistant," coauthored with Jennifer L. Wayne, *California Employment Law Alert*, May 2006

Paul W. Sweeney, Jr. (continued)

- "Tips from a Discrimination Jury Trial in a Multi-Racial/Multi-Ethnic Big City Courtroom," *Employment Law Alert*, August 2005
- "Proposed Changes to California Unfair Competition Law (B&P Section 17200, et seq.) Are Likely to Be Taken to California Voters in the November 2004 Election," *California Litigation Alert*, July 2004
- "Companies Must be Prepared to Deal with Relationships in the Workplace," *HR Reporter*, Volume 21, No. 3, March 2004
- "Don't Tread on Me – Spammers Beware," *E-Commerce Law Report*, July 2002
- "Mountain Man," *California Law Business*, April 1, 2002
- "Overtime Class Actions – A Victory for California Employers Against Overtime Class Actions," coauthored with Michael Mallow, *California Employment Alert*, April 2002
- "Blocking Incoming E-Mails and Internet Postings – The Empire Strikes Back," *E-Commerce Law Report*, February 2002
- Co-author, "Legal Separation: When Employment Relationships Turn Sour, Can a Parent Corporation be Held Liable," *Los Angeles Daily Journal*, April 26, 1999 (Employment Law Supplement)
- "How to Cut Litigation Costs," *California Lawyer*, 1991

PRESENTATIONS

- K&L Gates Webinar: Panelist, Consumer Litigation: The Year in Review and the Years to Come - What to Expect in Consumer Litigation Under the Trump Presidency (2017)
- National Bar Association: Panelist, Attorney - Client Privilege in the Parent - Subsidiary Context (2017)
- National Bar Association: Panelist, The Current Telephone Consumer Protection Act Landscape & What You Need to Know to Avoid Liability (2016)
- Association of Corporate Counsel, Southern California Chapter: Panelist, Effective Use of Social Media in Litigation: Tools, Traps, and Tips (2014)
- Black Entertainment and Sports Lawyers Association: Panelist, Malpractice, Conflicts of Interest & Entertainment Law Ethics (2012)
- National Bar Association: Panelist, Class Action Strategies (2011)
- National Bar Association: Panelist, Managing Partner: To Be or Not To Be?; and Going Deep in a Business Relationship: Becoming a Trusted Advisor (2010)
- Black Entertainment and Sports Lawyers Association: Panelist, It's All Fun & Games Until Someone Gets a Letter from the Bar (2008)
- Corporate Counsel Women of Color: Moderator, Managing Business Drivers (2007)
- Association of Corporate Counsel, Southern California Chapter: Panelist, Multi-State Investigations: What They Are and What to Do When Your Company Is the Subject of One (2006)

Paul W. Sweeney, Jr. (continued)

- Minority Corporate Counsel Association: Panelist, Strategies for Aggressively Countering Multi-Plaintiff Lawsuits (2003)
- CEB: Panelist, Fundamentals of Employment Law (2001)

ADMISSIONS

- California
- District of Columbia (inactive)
- United States Court of Appeals for the Ninth Circuit
- United States Court of Appeals for the District of Columbia Circuit
- United States District Court for the Central, Northern, and Southern Districts of California
- California state courts
- District of Columbia Court of Appeals

EDUCATION

J.D., Columbia University Law School

B.S., University of Southern California (*cum laude*)

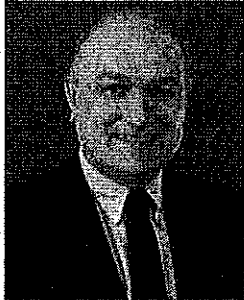
REPRESENTATIVE WORK

Mr. Sweeney's recent engagements include the following:

- In 2016, defending major retailer in class action lawsuit alleging violations of the California Invasion of Privacy Act.
- In 2016, won appeal in the United States Court of Appeals, Ninth Circuit, defending financial institution in class action lawsuit alleging violations of federal statutes, including the Truth in Lending Law.
- In 2016, defending major retailer in class action alleging false advertising and unfair business practices in connection with discounted pricing of retail merchandise.
- In 2016, won summary judgment on behalf of technology manufacturing company in a disability discrimination case.
- In 2016, defending major food service company in antitrust/trade regulation case.
- In 2015, won AAA arbitration on behalf of internet company defending against breach of contract claims.
- In 2013, won summary judgment of age discrimination lawsuit filed against major footwear, apparel and equipment manufacturer.
- In 2012, obtained dismissal of consumer class action filed against major food and beverage manufacturer and retailer.

Paul W. Sweeney, Jr. (continued)

- In 2011, obtained decertification of previously certified class action alleging unfair business practices, on behalf of major financial institution.
- In 2009, won appeal in the United States Court of Appeals, Ninth Circuit, representing major telecommunications company accused of engaging in wrongful business conduct.
- In 2005, served as lead-counsel defending entertainment conglomerate in a two-week discrimination trial in Los Angeles Superior Court in which jury rendered a defense verdict.



William P. Wade

Partner

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OVERVIEW

Mr. Wade concentrates his practice in investment management, ERISA, fiduciary, regulatory, and related securities and tax matters for financial institutions.

PROFESSIONAL BACKGROUND

Mr. Wade has assisted banks, trust companies, investment advisers, and other financial institutions in planning for, and creating, collective investment funds, proprietary mutual funds, and other investment management vehicles, products, and services for individual and institutional investors, including employee benefit plans subject to ERISA. He has also assisted these institutions in addressing legal problems arising under ERISA and other fiduciary laws and applicable banking regulations. Mr. Wade was a member of the Office of General Counsel of a large banking and financial institution for more than ten years, where his responsibilities included advising the bank's trust and investment management departments and affiliates.

Mr. Wade focuses a large portion of his practice on bank-sponsored collective investment funds ("CIT"). He recently authored the first CIT reference book published by the American Bankers Association titled *Bank Sponsored Collective Investment Funds: Multi-Dimensional Regulation*, where he explores federal banking, securities, and tax laws, as well as federal standards of fiduciary responsibility under ERISA that regulate typical collective investment fund structures and day-to-day operations. He is also the author of the *Business Lawyer* article entitled "Bank-Sponsored Collective Investment Funds: An Analysis of Applicable Federal Banking and Securities Laws," one of the first and few comprehensive analyses of the subject, which has been cited by at least one federal Circuit Court of Appeals and by the staff of the Securities and Exchange Commission in its comprehensive Investment Company Act study "Protecting Investors: A Half Century of Investment Company Regulation," among other authorities.

Mr. Wade obtained one of the first rulings permitting national banks to maintain "closed end" collective trust funds. In addition, Mr. Wade obtained one of the first prohibited transaction exemptions under ERISA permitting the "conversion of bank collective trust funds into proprietary mutual funds" and one of the first exemptions permitting "in-kind redemptions" of proprietary mutual fund shares by the bank's in-house plan.

REPRESENTATIVE MATTERS

- Obtained initial prohibited transaction exemptions from the U.S. Department of Labor for collective trust fund-mutual "conversions" and in-kind redemptions by in-house plans

William P. Wade (continued)

- Obtained first OCC ruling authorizing national banks to operate closed-end collective investment funds.
- Designed, documented, reorganized, terminated common and collective trust funds of national and state banks and trust companies and group trust funds sponsored by non-bank investment advisers.
- Structured "plan-asset" hedge funds for compliance with ERISA or to avoid "plan-asset" status.

PROFESSIONAL/CIVIC ACTIVITIES

- American Bar Association, Committee on Investments by Fiduciaries (Section of Real Property, Probate and Trust Law) -- former member
- American Bar Association, Committee on Fiduciary Responsibility Under ERISA (Section of Real Property, Probate and Trust Law) -- past chair
- American Bar Association, Subcommittee on Securities Activities of Banks and Fiduciaries (Business Law Section, Committee on Federal Regulation of Securities) -- former member
- American Bar Association, Subcommittee on Trust and Investment Services (Business Law Section, Banking Law Committee) -- past chair
- American Bankers Association, Trust Counsel Committee (Trust & Investment Management Division) -- former member
- California Bankers Association, Trust Federal Governmental Affairs Committee (Trust Financial Services Group) -- former member
- The American College of Employee Benefits Counsel - Fellow

PUBLICATIONS

- "Bank Sponsored Collective Investment Funds: Multi-Dimensional Regulation", American Bankers Association Reference Book, January 2015
- "The Volcker Rule—Implications for Bank Collective Investment Funds and Adviser-Sponsored Group Trusts," *The Investment Lawyer*, Vol. 21, No. 4, April 2014
- "Collective Investment Funds: Regulatory Implications of 'Prudent Delegation,'" *ABA Trust Letter*, Issue No. 543, February 2011
- "SEC Enforcement Action Targets Common Trust Fund," *K&L Gates Investment Management/Financial Institutions Alert*, October 2006
- "ERISA: New 'Plan Asset' rules for unregistered funds," *Take Stock*, Winter 2006
- "DOL Issues New Guidance Requiring Investment Advisers, Broker-Dealers and Other Financial Institutions to Report Certain Costs of Marketing to Taft-Hartley Plans on Form LM-10," *K&L Gates Investment Management Alert*, coauthored with Catherine S. Bardsley, David Pickle, and William A. Schmidt, November 2005

William P. Wade (continued)

- "Recent DOL Guidance May Require Investment Advisers, Broker-Dealers and Other Financial Institutions to Report Costs of Marketing to Taft-Hartley Plans," *K&L Gates Investment Management Alert*, coauthored with Catherine S. Bardsley, David Pickle, and William A. Schmidt, July 2005
- "Easy In, Easy Out? Scope of ERISA Class Exemptions in Question," *The Investment Lawyer*, June 2002
- "The Group Trust – An Essential Product For Money Managers," *The Investment Lawyer*, January 2000
- "Individual Prohibited Transaction Exemptions: The Common Law" (ABA Committee Report), *Real Property, Probate & Trust Journal*, 1994; the report also appears in modified form as Chapter 13 of *ERISA Fiduciary Law* (BNA, 1997) (and supplements)
- "Employee Benefit Plans in Control Contests: An Analysis of Participant Pass Through Arrangements," *Pension Reporter* (BNA), July 1990
- "The New California Prudent Investor Rule: A Statutory Interpretive Analysis," *Real Property, Probate & Trust Journal*, 1985
- "Bank Ancillary Services: A Proposal to Implement ERISA Section 408(b)(6)" (ABA Committee Report), *Real Property, Probate & Trust Journal*, 1984
- "Bank-Sponsored Collective Investment Funds: An Analysis of Applicable Federal Banking and Securities Laws," *Business Lawyer*, 1980

PRESENTATIONS

Mr. Wade speaks frequently on various investment management, ERISA, and fiduciary issues.

ADMISSIONS

- California
- California courts
- United States District Court for the Central District of California

EDUCATION

J.D., University of California at Los Angeles (*UCLA Law Review*)

B.S., University of Southern California (*cum laude*)



Michael A. Hart

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OVERVIEW

Mr. Hart has a broad-based employee benefits practice, with experience in areas such as ESOPs, executive compensation, qualified and nonqualified retirement plans, equity-based compensation plans, and welfare benefit plans, with a particular emphasis on the employee benefits aspects of mergers and acquisitions, leveraged ESOP transactions, and tax-qualified retirement plan compliance matters. Mr. Hart's practice also includes matters relating to individual tax-favored savings accounts, such as individual retirement accounts, Coverdell education savings accounts, 529 qualified state tuition programs, and Archer medical savings accounts.

PUBLICATIONS

- "401(k) Plan Sponsor ERISA Fiduciary Litigation Update: Sequoia Fund Litigation," *Employee Benefits Alert*, December 20, 2016.
- "ERISA Fiduciary Issues for Plan Sponsors: What Do 401(k) Plan Fiduciaries Need to Know About Revenue Sharing?" *Employee Benefits Alert*, October 31, 2016.
- "401(k) Plan Sponsor ERISA Fiduciary Litigation Update: White v. Chevron Corporation," *Employee Benefits Alert*, October 6, 2016.
- "Employee Benefits Liability Insurance Coverage for Affordable Care Act Liabilities," *Insurance coverage Law Rep.* 12, October/November 2014.
- "Employers Need to Plan Now for the Next Phase of Health Care Reform," *Employee Benefits Alert*, February 21, 2013.
- "What's New in Compliance?" *Employee Benefits Alert*, October 14, 2011.
- "'Group Trust' Rules Change: IRS Sends Mixed Bag for the Holidays," *Investment Management Alert*, December 29, 2010.
- "New Law Permits Roth Conversions Within 401(k) Plans," *Compensation and Benefits Alert*, October 6, 2010.
- "Summary of Recent Legislative Changes Affecting Individual Retirement Arrangements" *Compensation and Benefits Alert*, February 20, 2009.
- "Impact of Pension Protection Act of 2006 on Individual Retirement Accounts" *Financial Institutions Tax-Favored Savings Accounts Alert*, August 2006.
- "Federal Regulation of Court Jet Perk Takes Off," *Benefits Law Journal*, Winter 2005.

Michael A. Hart (continued)

- Co-Author, "Internal Revenue Service Changes Rules Regarding Timing of Determination and Opinion Letter Applications," *Employee Benefit Plan Review*, November 2005.
- "Deemed IRAs Following IRS Proposed Regulations," *Benefits Law Journal*, Winter 2003.
- "IRS Proposes Deemed IRA Regulations," *Financial Institution Tax-Favored Savings Accounts Alert and Compensation & Benefits Alert*, May 2003.
- Co-Author, "DOL's Focus on Late Deposits of 401(k) Elective Contributions," *Financial Institution Tax-Favored Savings Accounts Update*, May 2003.
- "IRS Notice 2003-20 on Income, FICA and FUTA Tax Withholding and Reporting Rules for 457(b) Plans," *Financial Institution Tax-Favored Savings Accounts Update*, May 2003.
- Co-Author, "IRS Final Rules on Calculation of Net Income for Returned and Recharacterized IRA Contributions," *Financial Institution Tax-Favored Savings Accounts Update*, May 2003.
- Co-Author, "DOL's Conclusion that Exclusion of Executive Officers from Retirement Plan Loan Program to Accommodate Sarbanes-Oxley Does Not Violate ERISA," *Financial Institution Tax-Favored Savings Accounts Update*, May 2003.
- "Bush Administration Tax Proposal Includes Dramatic Changes for Current Retirement and Other Tax-Favored Savings Accounts," *Financial Institution Tax-Favored Savings Accounts Alert*, February 2003.
- Co-Author, "Companion Alert Discusses Tax-Favored Savings Account Proposals," *Financial Institution Tax-Favored Savings Accounts Update*, February 2003.
- Co-Author, "IRS Issues Guidance on Hardship Waiver of 60-Day Rollover Deadline (Including Automatic Waiver for Financial Institutions Error)," *Financial Institution Tax-Favored Savings Accounts Update*, February 2003.
- "Department of Labor Publishes Final Blackout Period Notice Regulations," *Financial Institution Tax-Favored Savings Accounts Update*, February 2003.
- Co-Author, "2002 and 2003 Tax-Favored Savings Accounts Dollar Limitations Chart," *Financial Institution Tax-Favored Savings Accounts Update*, February 2003.
- "Deemed IRAs Become Effective January 1, 2003," *Financial Institution Tax-Favored Savings Accounts Alert*, December 2002.
- Co-Author, "Individuals May Use New Required Minimum Distribution Tables to Calculate Substantially Equal Periodic Payments Under Code Section 72(t)," *Financial Institutions Tax-Favored Savings Accounts Update*, November 2002.
- Co-Author, "Tax Court Decision Alternative Method for Acquiring Private Company Stock by Individual Retirement Account," *Financial Institutions Tax-Favored Savings Accounts Update*, November 2002.
- Co-Author, "Year-End Model IRA Document Deadline is Approaching," *Financial Institutions Tax-Favored Savings Accounts Update*, November 2002.
- Co-Author, "Year-End Prototype Qualified Plan Deadline Extended," *Financial Institutions Tax-Favored Savings Accounts Update*, November 2002.

Michael A. Hart (continued)

- Co-Author, "DOL Addresses 'Float' Earned by Plan Service Providers," *Financial Institutions Tax-Favored Savings Accounts Update*, November 2002.
- Co-Author, "Department of Labor Published Regulations Concerning Advance Notice of Blackout Periods," *Financial Institutions Tax-Favored Savings Accounts Update*, November 2002.
- "Updating Retirement and Welfare Plan Documents and Summary Plan Descriptions: Looking Beyond GUST," *Compensation & Benefits Alert*, April 2002.
- Co-Author, "IRS Finalizes Qualified Retirement Plan Loan Regulations," *Financial Institution Tax-Favored Savings Accounts Update*, February 2003.
- "New Tax-Qualified Retirement Options for Tax-Exempt Organizations," *Nonprofit Update*, August 2001.
- Co-Author, "Summary of Retirement-Related Provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001," *Compensation & Benefits Alert*, June 2001.
- ESOPs in Corporate Acquisitions: What Every Buyer Should Know About the Target Company's ESOP, *Benefits Law Journal*, Spring 2001.

PROFESSIONAL/CIVIC ACTIVITIES

- Allegheny County Bar Association
- American Bar Association (Tax Section)

ADMISSIONS

- Pennsylvania

EDUCATION

J.D., Loyola Law School, 1994

B.A., University of California at Los Angeles, 1989



Diane E. Ambler

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OVERVIEW

Ms. Ambler has substantial experience in financial institution regulation under federal securities laws, including the USA PATRIOT Act and the Sarbanes-Oxley Act, and has testified as an expert witness in her field. She focuses her practice on mutual fund governance; compliance (including AML compliance) activities of mutual funds, private funds and variable insurance product issuers and distributors; and activities of related service providers.

PROFESSIONAL BACKGROUND

Chambers USA has ranked Ms. Ambler as a top lawyer practicing in the areas of Investment Funds, Registered Funds, and she is listed in *Super Lawyers* and *Best Lawyers in America* for Mutual Funds and Private Funds Law. Ms. Ambler has an AV Peer Review Rating by Martindale-Hubbell, reserved for lawyers who have reached the height of professional excellence, usually having practiced law for many years and who have been recognized for having the highest levels of skill and integrity; and is listed in Martindale-Hubbell® Bar Register of Preeminent Women Lawyers™, exclusively for women attorneys who have received the highest possible rating in both legal ability and ethical standards from their peers. Ms. Ambler appears in the *Guide to the World's Leading Women in Business Law* as an outstanding practitioner in Investment funds law.

Ms. Ambler has practiced corporate securities law in the Washington, D.C. area since 1979. She served as a Law Clerk to The Honorable Charles Clark, U.S. Court of Appeals for the Fifth Circuit from 1978-1979.

PUBLICATIONS AND PRESENTATIONS

- "Investment Companies: Regulatory Policies and Risk Management after Third Avenue," Columbia Law School 2016 Annual Securities Regulation Conference, April 2016
- "2016 Women in Leadership: The Evolving Role of Women in the Fund Industry," ICI Mutual Funds and Investment Management Conference, March 2016
- "Hot Topics: Leading Current Issues in Securities Regulation and Enforcement," Columbia Law School, November 15, 2013
- Wall Street Journal, Women in the Economy Summit (2012)
- Organizer and Presenter "International Women in Law Summit," jointly sponsored by The Law Society and the National Association of Women Lawyers, London, England, March 2012

Diane E. Ambler (continued)

- "Synthetic Annuities: Securities, Tax, and Insurance Issues," ALI-ABA Conference on Life Insurance Company Products, November 2008
- *Fund Directors Guidebook*, American Bar Association (1st ed., 1996; 2nd ed., 2003; 3rd ed., 2006)
- Co-Editor, *Sarbanes-Oxley Act: Planning & Compliance*, Aspen Publishers, November 2005, updated annually; translated into Chinese by CCH Hong Kong Limited
- "Ethical Obligations of Fund Lawyers and Compliance Professionals," Mutual Funds and Investment Management Conference, March 2005
- "Issues for Independent Directors of Bank-Related Funds, Variable Insurance Product Funds, and Closed-End Funds," *The Business Lawyer*, November 1999
- *The Financial Revolution: Understanding the Changing Roles of Banks, Insurance Companies, and Mutual Funds*, Irwin Professional Publishing, Fall 1996

PROFESSIONAL/CIVIC ACTIVITIES

- Member, The American Law Institute
- Subcommittee on Investment Companies and Investment Advisers, American Bar Association (ABA), Section of Business Law, Committee on Federal Regulation of Securities (co-chair, chair 1994-2004)
- Executive Council, Federal Bar Association, Securities Law Committee (past president)
- Adjunct Professor, Georgetown University School of Law, LL.M. Program, "Financial Products in the New Regulatory Environment" and "Securities Activities of Banks and Insurance Companies"
- Chair, Board of Consultants, Villanova University Charles Widger School of Law
- Executive Board, Mutual Fund Directors Forum
- Variable Insurance Products Committee, FINRA (1997-2010)
- Committee on Developments in Investment Services, American Bar Association (ABA), Section of Business Law (past chair)
- Chair, Investment Committee; Member, Executive Committee, ABA Retirement Funds Board of Directors (2003-2007)
- Executive Board, Women in Law Empowerment Forum (WILEF)
- Executive Board, National Association of Women Lawyers (NAWL)

ADMISSIONS

- Court of Appeals of the District of Columbia
- District of Columbia
- United States Supreme Court

Diane E. Ambler (continued)

EDUCATION

J.D., Villanova Law School, 1978 (*magna cum laude*; Order of the Coif; Salutatorian)

B.A., University of Rochester, 1971



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OVERVIEW

Mr. Levine focuses his practice on representing investment companies, their independent board members, investment advisers, and broker-dealers. His experience includes organizing and registering investment companies, preparing materials to assist investment company board members in their review and approval various matters, preparing registration statements, proxy statements and other regulatory filings, and assisting broker-dealers in complying with FINRA and SEC advertising rules. Mr. Levine also has worked to obtain regulatory relief on behalf of clients via SEC exemptive applications and no-action letters.

PROFESSIONAL BACKGROUND

Prior to joining K&L Gates, Mr. Levine was a paralegal for an investment company based in New York. During law school, he was awarded an International Business Law Fellowship by the Dennis J. Block Center for the Study of International Business Law. Mr. Levine also served as a legal intern at a New York bankruptcy law firm as part of his participation in Brooklyn Law School's Consumer Counseling and Bankruptcy Clinic.

ADMISSIONS

- District of Columbia
- New York

EDUCATION

J.D., Brooklyn Law School, 2013 (Notes and Comments Editor, *Journal of Law and Policy*).

B.A., Tulane University, 2008.



Jennifer S. Addis

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OVERVIEW

Jennifer Addis is an associate in the Employee Benefits and Executive Compensation group in the Seattle office. Jennifer focuses her practice on employee benefits and executive compensation issues. She has varied experience advising employers and plan administrators on ERISA and tax compliance issues, and specifically with regard to the design, drafting, and administration of tax-qualified and non-qualified employee benefit plans, health and welfare benefit plans and retirement plans. She is experienced in working with 401(k), 403(b), 457, and defined benefit pension plans.

Jennifer also regularly assists with benefit and compensation aspects of mergers and acquisitions, including issues arising under Internal Revenue Code Sections 162(m), 280G, and 409A.

PROFESSIONAL BACKGROUND

During law school, Jennifer worked as a judicial extern for Hon. Marsha J. Pechman of the United States District Court for the Western District of Washington. After graduating, Jennifer served as a law clerk for Justice Charles W. Johnson of the Washington State Supreme Court.

PUBLICATIONS

- "IRS Moves Forward with Plan to Change the Determination Letter Process," *K&L Gates Employee Benefits Alert*, 14 July 2016
- "GHG Guidance May Change Nature Of NEPA Reviews," *Law360*, 11 March 2015
- "Environmental Policy Quarterly," *K&L Gates Publication*, Winter 2014/2015
- "Greenhouse Gases and Environmental Review: CEQ's Expansive View on how NEPA Treats GHGs," *K&L Gates Environmental, Land and Natural Resources Alert*, 18 February 2015
- "Critical Habitat: Proposed Revisions to the Endangered Species Act Could Affect the Region's Businesses," *Seattle Business Magazine*, November 2014
- Note, *A Missed Opportunity: How Pakootas v. Teck Cominco Metals, Ltd. Could Have Clarified the Extraterritoriality Doctrine*, 32 *SEATTLE U.L. REV.* 1011 (2009).
- Multiple Employer Plans—Opportunities and Challenges: Multiple Employer Welfare Arrangements, *The Bureau of National Affairs, Inc.*, Articles, January 2012

Jennifer S. Addis (continued)

PROFESSIONAL/CIVIC ACTIVITIES

- Washington State Bar Association
- King County Bar Association

ADMISSIONS

- Washington

EDUCATION

J.D., Seattle University School of Law, 2009 (*summa cum laude*, Lead Articles Editor, *Seattle University Law Review*)

B.A., Columbia College of Columbia University, 2000

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures at the blended hourly rate of \$693/hour as identified in Contractor's proposal. It shall be the State's sole determination as to whether services have been satisfactorily rendered.

Travel costs shall be paid based on the rates of the California Department of Human Resources (CalHR) for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization from the State. Travel costs shall not exceed a total amount of \$20,000 over the contract term. Amounts reimbursed for travel shall be deducted from the contract maximum of \$350,000.00.

- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Secure Choice Retirement Savings Investment Board
915 Capitol Mall, Room 105
Sacramento, CA 95814
Attention: Katie Selenski, Executive Director

In consideration for the satisfactory completion of the services described herein, the State agrees to pay Contractor, in arrears, upon receipt of an invoice, for services rendered under this Agreement.

- C. The total amount of the contract shall not exceed \$350,000, including travel reimbursement, over the two-year term.

2) Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3) Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this agreement as if attached hereto. The General Terms and Conditions can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

3. **Evaluation of Contractor**

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

4. **No Agency Liability**

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Force Majeure**

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or

negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. Titles/Section Headings

Titles and headings are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules

or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

14. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

15. Key Personnel

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

16. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

18. Subcontractors

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.

- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

19. Notice of Proceedings

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

20. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

21. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

22. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

23. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

24. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a. Violate any provision of the charter documents of Contractor;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations,

filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

26. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

27. Entire Agreement; Order of Precedence

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

29. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

30. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

31. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and

- b. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

32. Termination for Expatriation

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

34. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b).

35. Labor Neutrality Policy

CSCRSIB recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain "neutral" means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor's employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor's employees.

STATE OF CALIFORNIA
AGREEMENT SUMMARY

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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME K&L Gates LLP		2. FEDERAL I.D. NUMBER 25-0921018
3. AGENCY TRANSMITTING AGREEMENT California Secure Choice Retirement Savings Investment Board	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010756
6a. CONTRACT ANALYST NAME Eric Lawyer	6b. EMAIL eric.lawyer@treasurer.ca.gov	6c. PHONE NUMBER (916) 653-1748

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If Yes, enter prior Contractor Name and Agreement Number)
 PRIOR CONTRACTOR NAME: K&L Gates, LLP
 PRIOR AGREEMENT NUMBER: CSCRSIB02-14

8. BRIEF DESCRIPTION OF SERVICES
 Legal Services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 Legal services are necessary to advise the Board and staff on the design and operation of the Program. External legal counsel is necessary to ensure the Program is compliant with federal laws and regulations including, but not limited to, advice on ERISA, laws and regulations governing IRAs, federal securities laws, and California state laws relevant to the operation of the Program. Counsel will also be necessary to keep the Program apprised on potential federal and state legislation or litigation involving the Program or similar programs operating in other states that may impact operation of the Program.

10. PAYMENT TERMS (More than one may apply)
 Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ %
 Reimbursement / Revenue _____ or _____ %
 Other (Explain)

11. PROJECTED EXPENDITURES


FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
CSCRSIB	0984-501-8111	17/18	804	2016	\$43,750.00
CSCRSIB	0984-501-8111	18/19	804	2016	\$175,000.00
CSCRSIB	0984-501-8111	19/20	804	2016	\$131,250.00

OBJECT CODE 0984-18081-415	AGREEMENT TOTAL	\$350,000.00
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$350,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE	\$350,000.00
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ACCOUNTING OFFICER'S SIGNATURE 	ACCOUNTING OFFICER'S NAME (Print or Type) Rebekah Riley	DATE SIGNED 3/22/18
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STATE OF CALIFORNIA
AGREEMENT SUMMARY
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	4/1/18	3/31/20	\$350,000.00	Bid
Amendment 1				
Amendment 2				
TOTAL			\$350,000.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used) Use of Master Service Agreement
 Invitation for Bid (IFB) Exempt from Bidding (Give authority for exempt status) Sole Source Contract (Attach STD. 821)
 Other (Explain)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

K&L Gates LLP - \$693 blended hourly rate
 Locke Lord LLP - \$500 blended hourly rate

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

K&L Gates LLP received a significantly higher score on qualifications & experience.

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?


The rate is roughly the same as the average hourly rate under the prior agreement for external legal services.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).


AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Kathleen Selenski	DATE SIGNED 3/28/18
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement
 Waived pursuant to California Code of Regulations, title 2, section 1896.70(c).

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Kathleen Selenski	DATE SIGNED 3/28/18
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AGREEMENT SUMMARY

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AGREEMENT NUMBER

CSCRSIB08-17

AMENDMENT NUMBER

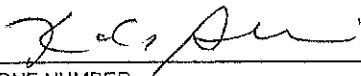
JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The services are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

Agreement CSCRSIB08-17 with K&L Gates LLP necessary to perform essential legal services for the implementation and operation of the California Secure Choice Retirement Savings Program, including, but not limited to, development of regulations, consideration of program design and operations features, and legal analysis of state and federal policy matters.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE(Print or Type) Kathleen Selenski, Executive Director	DATE SIGNED 3/28/18
PHONE NUMBER (916) 653-1744	STREET ADDRESS 915 Capitol Mall, Room 105	
EMAIL kselenski@treasurer.ca.gov	CITY Sacramento	STATE ZIP CA 95814