

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER CSCRSIB02-19	AMENDMENT NUMBER
---	------------------

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 Angela Duvane	6b. EMAIL aduvane@sto.ca.gov	6c. PHONE NUMBER (916) 651-5280
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: K&L Gates, LLP PRIOR AGREEMENT NUMBER: CSCRSIB08-17		

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.)

Contractor will provide legal analysis and advice on subjects requested by the Program, monitor litigation, legislation, regulations, or other legal changes that could impact the operation of the Program, and 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. External legal counsel is necessary to ensure the Program is compliant with federal laws and regulations including advice on ERISA, laws and regulations governing IRAs, federal securities laws, and California state laws relevant to the operation of the Program. Contractor will 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) not more frequently than monthly, in arrears

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
CSCRSIB	0984-501-8111	19/20	804	2016	\$43,750.00
CSCRSIB	0984-501-8111	20/21	804	2016	\$175,000.00
CSCRSIB	0984-501-8111	21/22	804	2016	\$131,250.00

OBJECT CODE
18081-5340510AGREEMENT TOTAL **\$350,000.00**

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT
\$350,000.00PRIOR 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

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED



Rebekah Riley

2/20/2020

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CSCRSIB02-19

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	04/01/2020	03/31/2022	\$350,000.00	Exempt
Amendment 1				
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) SCM Volume 1, Chapter 5.80.A.7

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

Employee Benefits Law Group - \$600 blended hourly rate

Locke Lord LLP - \$500 blended hourly rate

Pillsbury - \$735 for partners, \$670 for counsel and senior associates, \$545 for associates and law clerks blended hourly rates

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 was selected based on the firm's singular expertise

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

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

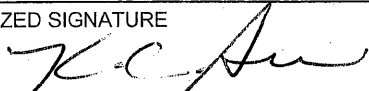
17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ 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

4/14/20

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☒ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☒ Yes ☐ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☒ None on file ☐ No ☐ Yes ☐ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

B. STD 204 Vendor Data Record

☐ No ☒ Yes ☐ N/A☐ No ☒ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☒ Yes ☐ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

☒ No (Explain below) ☐ Yes _____ % of Agreement

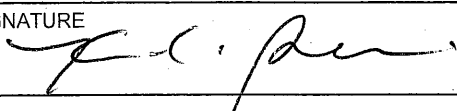
Waived pursuant to California Code of Regulations, title 2, section 1896.70(c).

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, Executive Director

DATE SIGNED

4/14/20

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CSCRSIB02-19

AMENDMENT NUMBER

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

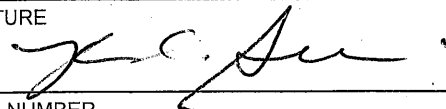
In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach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

Per Government Code section 19130(b)(3) The services contracted 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.

The Attorney General's Office lacks the necessary specialized knowledge in the non-litigation matters required for the operation of the CalSavers Program, and has granted consent to employ outside legal counsel. Agreement CSCRSIB02-19 with K&L Gates LLP provides the necessary legal counsel for the implementation and operation of the CalSavers Program, including the 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

4/14/20

PHONE NUMBER
(916) 653-1744STREET ADDRESS
915 Capitol Mall, Suite 105EMAIL
kselenski@sto.ca.govCITY
SacramentoSTATE
CAZIP
95814

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

K&L Gates LLP ("Contractor") agrees to provide the California Secure Choice Retirement Savings Investment Board (the "Board" or "State") External Legal Services as described in Section 1.4 of Request for Qualifications No. CSCRSIB02-19 ("RFQ") and as restated herein:

- A) Provide legal analysis and advice on subjects requested by the Program including 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.
- B) Monitor litigation, legislation, regulations, or other legal changes that could impact the operation of the Program.
- C) 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.
- D) Attend Board meetings (physically or telephonically) upon direction from staff (approximately one per month) and other meetings as requested.
- E) In all respects, represent the best interests of the Board, the Program, and the State of California.

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 DGS. Any contract amendments will be subject to the approval of the Board and DGS.

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 becomes property of the Board, and the Board reserves exclusive rights to its further dissemination.

EXHIBIT A
(Standard Agreement)

Term of Agreement

The term of the agreement will be from April 1, 2020 (or upon approval by the State of California, whichever is later) through March 31, 2022, with an option to extend one additional year. Agreement shall not become effective until approved by the State of California, no work shall begin until the effective date. The amount of this agreement will be \$350,000 for the first two years, and the total amount of the agreement shall be no more than \$525,000 over the entire contract term, including all optional extensions.

Project Representatives

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	Name: Rikki A. Sapolich-Krol
Phone: 916-653-1744	Phone:
Fax: 916-653-3125	Fax:

Direct all inquiries to:

State Agency: California Secure Choice Retirement Savings Investment Board	Contractor: K&L Gates LLP
Name: Katie Selenski	Name: Rikki A. Sapolich-Krol
Address: 915 Capitol Mall, Suite 105 Sacramento, CA 95814	Address:
Phone: 916-653-1744	Phone:
Fax: 916-653-3125	Fax:

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



David E. Morse

Partner

New York

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 Treasures 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.

Mr. Morse is featured in the *United States Lawyer Rankings: The Nation's Top 10 Lawyers - 2018* for the Tax category. Lawyers are nominated for inclusion by members of the bar, judiciary, and by the senior management of large corporate and institutional clients. *The United States Lawyer Rankings* was established by a consortium of United States corporations in order to recognize those lawyers who have consistently provided the highest degree of legal representation.

REPRESENTATIVE WORK

- Provide advice on structure and organization of state program to establish an IRA-based payroll savings program for private sector workers, including applicability of ERISA, Internal Revenue Code, contracting with vendors, drafting of state enabling legislation and regulations, development of program terms
- Advise on IRC and ERISA rules applicable to state-sponsored open Multiple employer plans; advice on all aspects of employer 401k, pension, health & welfare plans, including plan design, investments, and governance
- Advise on all aspects of employer 401k, pension, health & welfare plans, including plan design, investments, and governance

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

David E. Morse (continued)

PUBLICATIONS

- “Turning Savings into Security”, *Benefits Law Journal*, Vol. 32, No. 2, Summer 2019
- “Helping the Other Half Save: Model State Auto-IRA Act”, *Benefits Law Journal*, Vol. 32, No. 1, Spring 2019
- “DOL Proposal Regulation Would (Somewhat) Expand Access to MEPs: But Why Is It All So Complicated?”, *Benefits Law Journal*, Vol. 31, No. 4, Winter 2018
- “Annuities - The Broccoli of Retirement Planning: Nudging People to Use Lifetime Income Over Cash”, *Benefits Law Journal*, Vol. 31, No. 3, Autumn 2018
- CSI: Missing Participant: Connecting Retirement Plan Participants with Their Money” *Benefits Law Journal*, Vol. 31, No. 2, Summer 2018
- “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
- “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

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

David E. Morse (continued)

- “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.
- “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.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

David E. Morse (continued)

- "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.
- "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.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

David E. Morse (continued)

- "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.
- 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)

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Rikki A. Sapolich-Krol

Partner

San Francisco

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

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

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)

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Samantha Beatty

Associate

Pittsburgh

OVERVIEW

Samantha Beatty is an associate in the firm's Pittsburgh office where she is a member of the employee benefits and executive compensation practice group. Ms. Beatty has experience advising on ERISA and tax compliance issues with regard to the design, drafting, and administration of tax-qualified and non-qualified employee benefits plans. Ms. Beatty's experience also includes working on pension de-risking transactions and providing assistance related to benefits matters in mergers and acquisitions. Ms. Beatty also maintains a secondary practice in emerging growth and venture capital.

PROFESSIONAL BACKGROUND

Prior to joining the firm, Ms. Beatty was a summer associate in the firm's Pittsburgh office in 2016. In addition, she was an intern for the Pennsylvania Court of Common Pleas of Allegheny County in 2015.

ADMISSIONS

- Bar of Pennsylvania

EDUCATION

J.D., University of Pennsylvania Law School, 2017 (associate editor, *University of Pennsylvania Journal of Constitutional Law*)

B.A., University of Pittsburgh, 2014 (*summa cum laude*)

REPRESENTATIVE WORK

- Advised large real estate management company with respect to the correction of plan operational failures through the Internal Revenue Service's Employee Plans Compliance Resolution System program.
- Advised construction and residential building management group with respect to determination of controlled group in connection with health care obligations for full-time employees under the Affordable Care Act.
- Advised large public company with respect to amending their employee stock ownership plan in connection with a corporate transaction.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Samantha Beatty (continued)

- Provided advice regarding amendments to summary plan descriptions to be compliant with ERISA.
- Provided advice to seller in corporate acquisition with respect to potential employee benefit related liabilities.
- Represented an institutional fiduciary in connection with a pension risk transfer.
- Represented an emerging company that develops artificial intelligence and machine learning in the healthcare space.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Kristina M. Zanotti

Partner

Washington, D.C.

OVERVIEW

Ms. Zanotti is a partner in the investment management practice group, concentrating in the ERISA fiduciary and derivatives practice areas.

In the ERISA fiduciary practice area, Ms. Zanotti has substantial experience advising clients regarding fiduciary responsibility matters under ERISA. Ms. Zanotti assists corporations, investment advisers, banks and trust companies, fund complexes, and other financial institutions and financial services clients, in navigating ERISA's prohibited transaction restrictions and exemptions. Ms. Zanotti co-authors chapters on ERISA in two corporate and securities law treatises for the Practising Law Institute and also teaches a class on ERISA for the D.C. Bar.

In the derivatives area, Ms. Zanotti represents financial services clients in connection with swap and other derivatives transactions and in negotiating master agreements, including ISDAs, Master Repurchase Agreements, Master Securities Forward Transaction Agreements, futures agreements, cleared derivatives documentation, and related agreements.

ADMISSIONS

- District of Columbia
- Virginia

EDUCATION

J.D., Yale Law School, 2006 (Edit Team, *Yale Journal on Regulation*)

B.A., College of William and Mary, 2003 (*summa cum laude*)

PRESENTATIONS

- Presenter, K&L Gates Investment Management Conference, "Private Funds and Adviser Regulation - Socially Responsible Investing and ERISA," Washington, DC, November 8, 2018.
- Panelist, American Bar Association: Business Law Section Meeting, "ERISA Zombie Apocalypse: Making sense of the DOL Rule, SEC Proposal and Court Rulings," Austin, TX, September 13, 2018.
- Presenter, National Regulatory Services/Investment Adviser Association Webinar, "Mandates Beyond the Advisers Act: Anti-Money Laundering, ERISA Compliance and '34 Act Section 13 Reporting for Investment Advisers," May 8, 2018.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Kristina M. Zanotti (continued)

- Presenter, K&L Gates Webinar, "The DOL's Fiduciary Rule - Q&A Session on the Latest Developments," April 5, 2018.
- Instructor, D.C. Bar, "Fiduciary Responsibility and Participant Rights - Intermediate Level," Washington, DC, November 13, 2017.
- Presenter, Impact 2016, "The New DOL Fiduciary Rule: What it Means and How it Applies to You," San Diego, CA, October 25, 2016.
- Presenter, Mutual Fund Directors Forum Webinar, "The Department of Labor's New Fiduciary Regulation: Considerations for Mutual Fund Directors," September 20, 2016.
- Panelist, American Bar Association: Business Law Section Meeting, "Complying with the New DOL Fiduciary Rule: What General Business and Financial Institutions Lawyers Need to Know," Boston, MA, September 9, 2016.
- Presenter, The Investment Adviser Association Webinar, "What SEC-Registered Investment Advisers Need to Know About the New ERISA Fiduciary Rules," May 17, 2016.
- Presenter, K&L Gates Live Event, "Part II: The Department of Labor's new 'conflict of interest rule'," Boston, MA, May 12, 2016.
- Presenter, K&L Gates Webinar, "Non-U.S. Webinar: The U.S. Department of Labor's new 'conflict of interest rule,'" May 5, 2016.
- Presenter, K&L Gates Live Event, "Part I: The Department of Labor's new 'conflict of interest rule,'" New York, NY, May 4, 2016.
- Presenter, Mutual Funds Education Alliance Webinar, "The DOL Fiduciary Rule Proposal: Top Issues for Mutual Fund Complexes," Jan. 13, 2016.
- Panelist, American Bar Association: Business Law Section Meeting, "Are You Sure You're Not a Fiduciary? What General Business and Financial Institution Lawyers Need to Know About the DOL Proposal to Expand Who is a Fiduciary to Benefit Plans and IRAs," Chicago, IL, Sept. 17, 2015.
- Instructor, D.C. Bar, "ERISA Basics Series, Part 4: Fiduciary Responsibilities and Participant Rights," Washington, DC, 2013, 2014, 2015, 2016.

PROFESSIONAL/CIVIC ACTIVITIES

- American Bar Association, Subcommittee on Trust and Investment Services (Business Law Section, Banking Law Committee) – co-chair 2018-2021, co-vice chair 2015-2018
- Women in Investment Management – member
- Worldwide Employee Benefits Network – member 2014-2019

PUBLICATIONS

- "Fiduciary Rule Remnants: The Strange Case of Field Assistance Bulletin 2018-02," Benefits L.J. (forthcoming).

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Kristina M. Zanotti (continued)

- “The Department of Labor's New Conflict-of-Interest Regulations,” *The Review of Securities & Commodities Regulation*, Vol. 49 No. 13, July 20, 2016.
- “The expanding reach of U.S. Federal Retirement Regulations,” Thomson Reuters Accelus, co-authored with Robert L. Sichel, June 16, 2016.
- “Beyond the Soundbite: Why the New DOL Fiduciary Rule Means More Than Acting in a Client’s Best Interest,” 29 Benefits L.J. 4-11 (Summer 2016).
- “ERISA Issues,” Variable Annuities and Other Insurance Investment Products (Clifford E. Kirsch ed., 3d ed. 2018), co-authored with William A. Schmidt.
- “ERISA Issues for Mutual Fund Advisers,” Mutual Funds and Exchange Traded Funds Regulation (Clifford E. Kirsch ed., 3d ed. 2011), co-authored with William A. Schmidt.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Robert B. Mitchell

Partner

Seattle

OVERVIEW

Mr. Mitchell's practice focuses on appeals and the resolution of complex legal disputes.

PROFESSIONAL BACKGROUND

Law Clerk, Hon. Myron H. Bright, U.S. Court of Appeals for the Eighth Circuit, 1979-1980.

ACHIEVEMENTS

- Best Lawyers (Commercial Litigation), 2013-18

EDUCATION

J.D., Yale University (Benjamin N. Cardozo Prize)

M.A., Oxford University (Rhodes Scholar)

B.A., University of North Dakota (*summa cum laude*; Phi Beta Kappa)

REPRESENTATIVE EXPERIENCE

Appellate Litigation

- Representing Presbytery of Seattle before the Washington Court of Appeals and Washington Supreme Court in cases addressing the ecclesiastical deference doctrine.
- Representing Grocery Manufacturers Association before the Washington Court of Appeals in an appeal raising First Amendment and Eighth Amendment challenges to penalties imposed under the Fair Campaign Practices Act.
- Representing United Farmers of Alberta before the U.S. Court of Appeals for the Ninth Circuit in case challenging damages awarded for tortious interference and fraudulent transfers.
- Representing Lockheed Martin Corporation before the United States Supreme Court in opposing certiorari to the U.S. Court of Appeals for the Ninth Circuit in *Edwards v. Lockheed Martin Corp.*, 617 Fed. Appx. 648, 2015 WL 3407241 (2015).
- Representing American Intellectual Property Law Association before the United States Supreme Court as *amicus curiae* in support of the petitioners in *ABC v. Aereo, Inc.*, 134 S.Ct. 2498 (2014).

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Robert B. Mitchell (continued)

- Representing Domestic Violence Legal Empowerment and Appeals Project (DV LEAP) and other organizations before the Washington Court of Appeals as *amici curiae* in cases addressing the presumptive length of domestic violence protection orders.
- Representing the Bill & Melinda Gates Foundation before the U.S. Court of Appeals for the Eleventh Circuit.
- Representing Premera Blue Cross before the Washington Court of Appeals. See *Premera v. Kreidler*, 133 Wash. App. 23, 131 P.3d 930 (2006).
- Representing Microsoft before the U.S. Tax Court and the U.S. Court of Appeals for the Ninth Circuit. See *Microsoft Corp. v. Comm'r of Internal Revenue*, 115 T.C. 228, 2000 WL 1310664 (2000); *Microsoft Corp. v. C.I.R.*, 311 F.3d 1178 (9th Cir. 2002).
- Representing Visio Corp. before the Washington Court of Appeals in a case addressing the scope of issue preclusion in administrative proceedings. See *City of Seattle, Exec. Servs. Dep't v. Visio Corp.*, 108 Wash. App. 566, 31 P.3d 740 (2001).
- Representing municipalities in litigation challenging regulations of adult cabarets. See *Ino Ino, Inc. v. City of Bellevue*, 132 Wn.2d 103, 937 P.2d 154 (1997); *Déjà Vu-Everett-Federal Way, Inc. v. City of Federal Way*, 96 Wash. App. 255, 979 P.2d 464 (1999).

Constitutional and Administrative Litigation

Mr. Mitchell has successfully defended a state statute requiring dual majorities to restructure local government; sewer system development fees imposed as a condition of plat approval; and school impact fees collected under the Washington Growth Management Act. He has represented the States of Alaska and California before the Ninth Circuit in litigation arising out of the Exxon Valdez oil spill, seeking to uphold state authority to impose liability for tanker accidents. On behalf of news media and other clients, he has successfully defended on First Amendment grounds numerous defamation actions brought in both state and federal court. Mr. Mitchell also has successfully defended clients against claims brought under the Administrative Procedure Act.

Commercial Advice and Contract Drafting

Mr. Mitchell has written and spoken on trade secret issues; advised clients regarding the terms of software end user license agreements; and helped to structure contract arrangements for content and management of online news services. Based in part upon his experience in these matters, as well as several cases in which he has litigated commercial impracticability and other contract issues, Mr. Mitchell has represented the Business Software Alliance and other clients in connection with efforts to draft a uniform state law governing transactions in software and other information products.

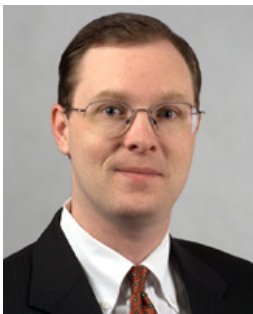
OTHER

Mr. Mitchell chairs the firm's Pro Bono Committee.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Michael A. Hart

Partner

Pittsburgh

OVERVIEW

Mr. Hart has a broad-based employee benefits practice, and advises employers of all sizes in and in a variety of industries with respect to qualified and nonqualified retirement plans, equity-based compensation plans, and welfare benefit plans. His experience includes the following areas:

- Tax-qualified retirement plan compliance matters for 401(k) and other defined contribution plans and defined benefit pension plans
- Executive compensation
- Employee benefits aspects of mergers and acquisitions
- ESOP transactions
- ERISA fiduciary duty training and compliance
- Multiemployer pension plan withdrawal liability
- Engagement of retirement plan third party administrators and other service providers
- Income and payroll (FICA/FUTA) tax withholding
- ERISA enforcement matters (internal benefit claims and appeals and ERISA claims for benefits and breach of fiduciary duty litigation)
- Federal regulatory investigations (IRS, DOL, PBGC)

Mr. Hart also provides federal income tax compliance advice to financial institutions with respect to individual tax-favored savings accounts, such as individual retirement accounts, Coverdell education savings accounts, health savings accounts and Archer medical savings accounts.

REPRESENTATIVE EXPERIENCE

- Regularly provides design and compliance advice to several Fortune 500 companies with respect to a variety of different types of tax-qualified defined contribution retirement plans and defined benefit pension plans with assets of more than \$1B.
- Advised employer with respect to spinoff of more than \$1B of defined benefit pension liabilities in connection with corporate divestiture of non-core business
- Regularly provides design and compliance advice to numerous employers with respect to nonqualified deferred compensation plans under Section 409A of the Internal Revenue Code

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Michael A. Hart (continued)

- Advised investment management firm with respect to Internal Revenue Code Section 409A and ERISA “top hat” exemption failures in connection with a nonqualified deferred compensation bonus arrangement.
- Served as ESOP counsel to purchaser in the sale of a \$270M manufacturing company in which an ESOP was a substantial minority owner.
- Served as ESOP counsel to the seller of a manufacturing and service company that was wholly owned by an ESOP.
- Regularly updates administrative and investment fiduciaries of a variety of tax-qualified retirement plans on ERISA 401(k) plan investment and fee class action litigation.
- Advised maritime company regarding potential exposure for multiemployer pension plan withdrawal liability of an affiliate, including determination of estimated withdrawal liability and determination of controlled group.
- Advised consumer product manufacturer with respect to the defense of a multiemployer pension plan’s claim for unpaid employer contributions.
- Regularly provides advice to sellers and purchasers in corporate acquisition with respect to the impact of the acquisition on multiemployer pension withdrawal liability and estimates of such liability.
- Advised several states regarding the use of individual retirement accounts (IRAs) in state-mandated automatic IRA enrollment statutes.
- Advised IRA custodian regarding structuring of IRA products with respect nontraditional investments in hard-to-value assets, including advice regarding valuation and unrelated business income tax issues in connection with such investments.
- Advised IRA custodian in connection with transfer of IRA custodial duties for several thousand accounts to successor in connection with corporate divestiture.
- Advised building design and construction and residential building management group with respect to determination of controlled group in connection with health care obligations for full-time employees under the Affordable Care Act and tax-qualified retirement plan nondiscrimination testing.
- Regularly reviews and negotiates service agreements with third party administrators for tax-qualified retirement plans and assists plan fiduciaries with the selection and monitoring of such providers.
- Advised IRA trustee with respect to design and rollout of its proprietary estate planning IRA product, including the drafting of the trust agreement and disclosure statement and related promotional and internal training materials.
- Advised employer with respect to the multibillion dollar restructuring and reorganization of its salaried and collectively bargained pension plans (including several dozen different benefit structures) in preparation for its multistage corporate divestiture strategy.
- Represented sponsor of \$500M defined benefit pension plan in connection with Department of Labor investigation into fiduciary procedures for locating missing participants.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Michael A. Hart (continued)

PUBLICATIONS

- "Tax and Budget Bills Include Tax Qualified Retirement Plan Provisions," *U.S. Tax and Employee Benefits Alert*, February 22, 2018.
- "Rollover of Qualified Plan Loan Offsets: Will the Tax Bill Have an Impact?," *Employee Benefits Alert*, February 22, 2018.
- "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 Corporate Jet Perk Takes Off," *Benefits Law Journal*, Winter 2005.
- 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.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Michael A. Hart (continued)

- 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.
- 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.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Michael A. Hart (continued)

- 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.

ADMISSIONS

- Pennsylvania

EDUCATION

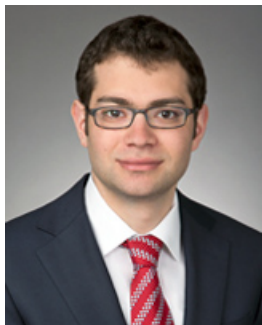
J.D., Loyola Law School, 1994

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

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Steven B. Levine

Associate

Washington, D.C.

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

- Bar of District of Columbia
- Bar of New Jersey
- Bar of New York

EDUCATION

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

B.A., Tulane University, 2008

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



William P. Wade

Of Counsel

Los Angeles

PRACTICE AREA

Investment management activities of banks and other financial institutions, with emphasis on unregistered pooled investment vehicles, ERISA fiduciary responsibility, federal and state regulation of fiduciary activities, and related securities law and tax matters.

PROFESSIONAL EXPERIENCE

Mr. Wade advises banks, trust companies, investment advisers, and other financial institutions in regard to the creation, operation, and regulation of investment management products and services for individual and institutional investors. Substantive experience includes federal (Regulation 9) and state-law regulation of fiduciary activities, bank-sponsored common and collective investment funds ("CIFs"), ERISA fiduciary responsibility matters relevant to separately managed accounts and pooled investment vehicles, securities law exclusions and exemptions applicable to CIFs and other unregistered pooled vehicles and activities, and tax matters related to CIFs (e.g., Code and IRS requirements applicable to common trust funds and "group trusts" for employee benefit plans).

Prior to entering private practice in 1988, ten years' in-house experience with Office of General Counsel of large financial institution, where responsibilities included advising trust and investment management departments and affiliates.

REPRESENTATIVE MATTERS

- Advised financial institutions regarding application of "VCOC" and "REOC" requirements under U.S. Department of Labor ("DOL") regulations to private real estate fund and potential restructuring options.
- Advised sponsors of state "auto-enroll IRA" programs regarding relevant federal securities law matters.
- Obtained initial DOL prohibited transaction exemptions for collective trust fund-mutual fund "conversion" and in-kind redemptions by in-house plans.
- Obtained initial OCC ruling authorizing national banks to operate closed-end collective investment funds.
- Advised national and state banks and trust companies with respect to design, documentation, reorganization and termination of single-level, master-feeder CIF complexes.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

William P. Wade (continued)

- Advised national bank with respect to application of banking and securities law requirements to common trust fund for credit unions.
- Advised national bank with respect to application of SEC Regulation R to various bank securities activities.

REPRESENTATIVE 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*, April 2014
- "Collective Investment Funds: Regulatory Implications of 'Prudent Delegation,'" *ABA Trust Letter*, February 2011
- "SEC Enforcement Action Targets Common Trust Fund," *The Investment Lawyer*, November 2006
- "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
- "Bank-Sponsored Collective Investment Funds: An Analysis of Applicable Federal Banking and Securities Laws," America Bar Association *Business Lawyer*, 1980

EDUCATION

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

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

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Spencer Hamer

Partner

Orange County

Palo Alto

OVERVIEW

Spencer Hamer represents employers in the defense of employment claims, including discrimination, harassment, retaliation, wrongful termination, whistleblower, and wage and hour matters. He also has extensive experience with class action and PAGA claims. In addition to his litigation practice, he regularly advises employers on how to comply with California and federal employment laws, including FMLA/CFRA, ADA accommodations, equal pay laws, trade secrets and unfair competition. He regularly advises clients on termination issues, executive employment agreements, independent contractor matters, and mass layoffs, and has advised clients in wage and hour audits conducted by state and federal agencies. In addition, he advises buyers and sellers on employment compliance issues arising in mergers and acquisitions. Mr. Hamer has also represented employers in labor negotiations and matters arising under the National Labor Relations Act.

Mr. Hamer has successfully represented employers in numerous cases and trials in state and federal court. In addition, his practice involves management training, compliance audits, preparation of employment policies and procedures, workplace investigations, and risk management strategies.

Mr. Hamer has represented employers in a variety of industries, including health care, power and alternative energy, hospitality, manufacturing, and technology.

PROFESSIONAL BACKGROUND

Prior to joining K&L Gates, Mr. Hamer was a partner at another national law firm.

PRESENTATIONS AND PUBLICATIONS

Mr. Hamer has presented numerous programs and continuing legal education seminars to various industry associations throughout California and nationally, and has written extensively on labor and employment topics, including the following:

- "A Discussion of Labor and Employment Issues in the Health Care Industry," K&L Gates Triage Podcast, February 28, 2019
- "Employment Law in the Health Care Industry: 2018 Year in Review," *K&L Gates U.S. Health Care and Labor, Employment and Workplace Safety Alert*, February 4, 2019
- "Proactive Strategies for Pay Equity Issues," *K&L Gates Working Wise Podcast*, January 9, 2019

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Spencer Hamer (continued)

- “#MeToo Movement Inspires Avalanche of New Laws Affecting California Employers,” *K&L Gates Labor, Employment and Workplace Safety Alert*, November 5, 2018
- “The Dynamex Case and California’s New ‘ABC’ Test for Contractor Status” *K&L Gates/OCTANE Seminar*, June 26, 2018
- “Navigating HR Issues Within a Cross-Border M&A Transaction,” *K&L Gates Global Employer Solutions webinar*, June 2018
- “Recent Deluge of California Legislation Imposes New Requirements on Employers,” *K&L Gates California Labor, Employment and Workplace Safety Alert*, October 20, 2017
- “Protecting Health Care Workers from Workplace Violence Risks,” *Orange County Bar Association Health Care Law Section Meeting*, February 9, 2017.
- “Managing Workplace Risk: An Employment Law Overview,” *Independent Insurance Agents & Brokers of California Insurance Law Track*, October 12, 2016.
- “Don’t Post That! Protecting Patient Privacy in the Age of Social Media,” *The Journal of Urgent Care Medicine*, October 3, 2016.
- “Classifying and Compensating Commission-Based Insurance Salespersons,” *American Agents Alliance Convention & Expo*, September 24, 2016.
- “Preventing Workplace Violence in the Urgent Care Industry,” *Urgent Care Association of America (UCAOA) 2016 Spring Conference*, April 20, 2016.
- “Crafting a Legal and Effective Social Media Policy,” *Urgent Care Association of America (UCAOA) 2016 Spring Conference*, April 19, 2016.
- “Everything Non-Clinical That You’ve Ever Wanted to Know, but Were Afraid to Ask,” *Urgent Care Association of America (UCAOA) 2016 Spring Conference*, April 18, 2016.
- “Recent Employment Law Developments in the California Health Care Industry,” *California Society for Healthcare Attorneys (CSHA) Spring Seminar*, April 8, 2016.
- “Physician Agreements for Employees and Independent Contractors,” *Orange County Bar Association (OCBA) Health Care Law Section Meeting*, March 10, 2016.
- “Complying with Medical Information Restrictions of the Family Medical Leave Act and Americans with Disabilities Act,” *The Journal of Urgent Care Medicine*, February 1, 2016.
- “When Is a Retained Agent an Employee vs. an Independent Contractor, in Light of the Uber Decision,” *California Insurance Wholesalers Association*, January 11, 2016.

PROFESSIONAL/CIVIC ACTIVITIES

- State Bar of California (Labor & Employment Section)
- Orange County Bar Association (Labor & Employment Section)
- K&L Gates Cyber Civil Legal Rights Project

ADMISSIONS

- California

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Spencer Hamer (continued)

- U.S. Court of Appeals for the Ninth and D.C. Circuits
- U.S. District Courts for the Northern, Central, Eastern, and Southern Districts of California

EDUCATION

J.D., University of Southern California School of Law, 1995

B.A., University of Michigan, 1991

REPRESENTATIVE WORK

Mr. Hamer has represented employers in state and federal courts and administrative actions, including:

- Obtained defense verdict as part of a trial team representing manufacturing employer in a multi-week jury trial against claims of whistleblower retaliation;
- Obtained defense verdict as part of a trial team representing health care facility against claims of military leave/family medical leave discrimination;
- Obtained summary judgment on behalf of hospital accused of not properly compensation nurses for overtime in a lawsuit seeking over \$20,000,000 in unpaid wages;
- Represented employer through administrative hearing, appeal to National Labor Relations Board, and appeal to D.C. Circuit Court of Appeals, where enforceability of class action waiver under D.R. Horton was at issue;
- Successfully resolved numerous class action and PAGA lawsuits on behalf of employers in various industries in which plaintiffs have sought overtime, meal and rest breaks, expenses, waiting time penalties, and related damages.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Saman Rejali

Associate

Los Angeles

OVERVIEW

Saman Rejali is a member of the firm's labor and employment and commercial disputes practice groups. She represents management in all aspects of employment law, including employment related litigation. Ms. Rejali regularly counsels a broad spectrum of clients on issues such as terminations, employment discrimination, wage and hour, FMLA, ADA, OSHA, restrictive covenants, employment policies, and trade secrets. She has represented public and private companies in lawsuits involving claims of employment discrimination, wrongful termination, breach of contract, unfair business practices, and fraud. Ms. Rejali also has experience with insurance coverage, entertainment litigation, unfair competition, false advertising, defamation, and appellate matters.

Ms. Rejali has represented clients from a wide variety of industries and trades, including banking and financial services, telecommunications, manufacturing, construction, transportation, hospitality, health care, high tech, retail, and service industries.

Ms. Rejali's recent engagements include the following:

- Won a six-day arbitration in favor of a major online news organization accused of breach of employment contract and Labor Code violations.
- Obtained summary judgment in favor of a major medical services provider accused of discrimination and wrongful termination.
- Obtained summary judgment in favor of major athletics apparel manufacturer accused of discrimination, defamation, and wrongful termination.

PROFESSIONAL BACKGROUND

During law school, Ms. Rejali externed for the Honorable Alex Kozinski, Chief Judge of the U.S. Court of Appeals for the Ninth Circuit. She was a summer associate for K&L Gates in 2009.

ADMISSIONS

- California
- United States District Court for the Central District of California
- United States District Court for the Northern District of California
- United States District Court for the Southern District of California

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Saman Rejali (continued)

EDUCATION

J.D., Pepperdine School of Law, 2010 (*cum laude*; Dean's List; Academic Merit Scholarship;
Lead Articles Editor, *Pepperdine Law Review*; Chair, Moot Court Board)

B.A., University of California, Berkeley, 2006

LANGUAGES

- Farsi
- French

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Christopher J. Kondon

Partner

Los Angeles

OVERVIEW

Mr. Kondon is the head of the Southern California Employment Law practice group. He represents management in all aspects of employment law, including employment related litigation. Mr. Kondon regularly counsels a broad spectrum of clients on issues such as terminations, employment discrimination, wage and hour, FMLA, ADA, OSHA, restrictive covenants, employment policies, and trade secrets.

Mr. Kondon has experience representing public and private companies in unfair competition matters, employment discrimination and harassment, and class action wage and hour litigation. He has extensive litigation experience at all procedural levels, including successful trials and appeals, having tried nine cases to verdict. He has also handled numerous administrative proceedings before various state and federal agencies, as well as arbitrations before private tribunals.

Mr. Kondon has also handled matters in the areas of intellectual property, entertainment litigation and other commercial disputes.

Mr. Kondon's recent engagements include the following:

- Obtained summary judgment in favor of a major medical services provider accused of wrongful termination and disability discrimination.
- Served as lead counsel defending a major telecommunications company in a three-week discrimination jury trial, resulting in a defense verdict.
- Represented shipping company in unfair competition case involving restrictive covenants and misappropriation of trade secrets, resulting in recovery of client's trade secrets and protection from unlawful use.
- Won decertification, on behalf of major financial institution, of wage and hour class action previously certified.
- Obtained judgment in favor of stock promotion company following bench trial on fraud and conversion claims.
- Obtained summary judgment in favor of major athletics apparel manufacturer accused of wrongful termination.
- Defended major cable network in a three-week trial arising from production of a reality television series, resulting in a defense verdict from the jury.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Christopher J. Kondon (continued)

PROFESSIONAL/CIVIC ACTIVITIES

- Named Public Counsel's 2006 Pro Bono Volunteer Advocate of the Year, Consumer Law Project
- American Bar Association
- Los Angeles Chamber of Commerce
- Los Angeles County Bar Association

ADMISSIONS

- California
- United States District Court for the Central District of California
- United States District Court for the Southern District of California
- United States District Court for the Northern District of California

EDUCATION

J.D., Loyola Law School, 1994 (*Loyola of Los Angeles Law Review*; St. Thomas More Law Honor Society)

B.A., University of Colorado, 1989

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Ruth E. Delaney

Partner

Los Angeles

OVERVIEW

Ruth Delaney is a partner in the investment management practice group, concentrating in the ERISA fiduciary and investment management, hedge funds, and alternative investments practice areas.

Ms. Delaney focuses her practice on advising clients regarding fiduciary responsibility matters under ERISA and on advising U.S. and non-U.S.-based investment advisers on private fund structuring, regulatory, and compliance issues.

In particular, she assists clients with:

- Forming hedge funds and preparing all necessary organizational and offering documents.
- Negotiating advisory and subadvisory agreements.
- Establishing collective investment funds.
- Structuring private funds and managed accounts to comply with ERISA.
- Structuring funds to avoid ERISA “plan asset” status, including advice regarding application of “VCOC” and “REOC” requirements under U.S. Department of Labor regulations.
- Compliance with “pay-to-play” and lobbying requirements under federal, state, and local rules.

Ms. Delaney also represents institutional investors in connection with their investments in private funds and their hiring of third-party asset managers.

PROFESSIONAL BACKGROUND

Prior to joining K&L Gates, Ms. Delaney worked with a Southern California fund of hedge funds investment firm in the legal and compliance group.

PROFESSIONAL/CIVIC ACTIVITIES

- 100 Women in Hedge Funds, Member

PUBLICATIONS

- “Impact of Pay-to-Play Rules in the 2016 Election Cycle,” Investment Management Alert (August 18, 2016) (This article was published *Money Manager’s* in October 2016)

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Ruth E. Delaney (continued)

- "The Department of Labor's New Conflict-of-Interest Regulations," *The Review of Securities & Commodities Regulation*, Vol. 49 No. 13, 20 July 2016.
- "DOL Finalizes The ERISA Fiduciary Regulation -- What It Means For Your Business," *K&L Gates ERISA Alert*, 28 April 2016.
- "Questions & Answers on State and Local Variations on the SEC Pay-to-Play Rule," *K&L Gates Investment Management Alert*, January 2015.

ADMISSIONS

- California

EDUCATION

J.D., Chapman University School of Law, 2008

B.A., University of Southern California, 2004

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES



Karishma Shah Page

Partner

Washington, D.C.

OVERVIEW

Based in Washington, D.C., Karishma Shah Page is a member of K&L Gates' public policy and law practice. Ms. Page concentrates her practice on federal legislative and regulatory policy, focusing on tax, financial services, health care, retirement, and employee benefits issues. Ms. Page has extensive experience working on a variety of legislation, such as the Tax Cuts and Jobs Act, the Protecting Americans from Tax Hikes Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the Affordable Care Act. She also works on related rulemaking and regulatory activity.

Ms. Page develops and implements a variety of advocacy strategies to advance client objectives, both from a Congressional and administrative perspective. In particular, she leads complex, multi-faceted policy campaigns incorporating lobbying, coalitions and third-party advocates, grassroots/grasstops strategies, and traditional and new media. Additionally, she has experience building, managing, and working with coalitions.

Ms. Page counsels clients with respect to the key legislative and regulatory developments that impact their operations. Ms. Page's clients include Fortune 500 companies, trade and member associations, and tax-exempt entities. Ms. Page also advises clients on the intersection between social responsibility initiatives and the policy debate.

Ms. Page works closely on issues involving the House Ways and Means Committee, Senate Finance Committee, House Financial Services Committee, Senate Banking Committee, House Education and the Workforce Committee, Senate Health, Education, Labor, and Pensions Committee, and Senate Aging Committee, as well as the Department of the Treasury, Internal Revenue Service, Department of Labor, and financial regulators.

PROFESSIONAL BACKGROUND

Prior to joining the firm, Ms. Page worked as a lobbyist and policy analyst for a government relations firm based in Michigan. Ms. Page has also served as a legal clerk for the House Committee on Foreign Affairs, the Office of the United States Trade Representative in the Executive Office of the President, and the United States Agency for International Development, and an intern for the Tax-Exempt Organization Division of the Internal Revenue Service.

Ms. Page was a summer associate with the firm in 2007.

EXHIBIT A - ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL

K&L GATES

Karishma Shah Page (continued)

AWARDS

- Nominee, Professional Women in Advocacy - Excellence in Advocacy by an Up and Coming Practitioner Award (2014, 2015, 2016)
- Nominee, Professional Women in Advocacy - Excellence in a Federal Issue Campaign Award (2017)

PROFESSIONAL/CIVIC ACTIVITIES

- Special Counsel, Secretary, and Director, Board of Directors, Truman Center for National Policy
- Co-Chair, Steering Committee, Will on the Hill, Shakespeare Theatre Company
- Host Committee, Campaign for Fair Sentencing Healing & Hope Annual Dinner
- Outreach Committee Co-Chair, Tax Coalition
- Tax Council
- Women in Housing & Finance

PUBLICATIONS, SPEAKING

Ms. Page frequently authors and co-authors alerts and articles on tax, healthcare, and financial services policy issues and is a popular speaker at relevant conferences.

ADMISSIONS

- District of Columbia
- New York

EDUCATION

J.D., Georgetown University Law Center, 2008 (*Georgetown Journal on Poverty Law & Policy*, Article Solicitations & Selections Editor)

M.P.P., University of Michigan, 2003 (University Honors)

B.A., University of Michigan, 2002 (University Honors)

LANGUAGES

- Gujarati

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rate specified herein.

Blended hourly rate for professional services = \$693/hour

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 \$525,000.00.

Invoices shall include “**Agreement Number CSCRSIB02-19**” and shall be submitted 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

Invoices shall be submitted by Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of Contractor and subcontractors and the hours allocated to those activities. The hourly rate for services rendered shall not exceed those as set forth herein or as attached hereto.

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 <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D
(Standard Agreement)

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.

EXHIBIT D
(Standard Agreement)

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

EXHIBIT D
(Standard Agreement)

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 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) any of 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.

EXHIBIT D
(Standard Agreement)

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:

EXHIBIT D
(Standard Agreement)

- 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 Calendar 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

EXHIBIT D
(Standard Agreement)

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

EXHIBIT D
(Standard Agreement)

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

The Board 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 - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

CSCRSIB02-19

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Secure Choice Retirement Savings Investment Board

CONTRACTOR NAME

K&L Gates LLP

2. The term of this Agreement is:

START DATE

April 1, 2020 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

March 31, 2022 (plus one optional one-year extension)

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Exhibit A, Attachment 1	Key Personnel	33
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions - GTC 04/2017	1
Exhibit D	Special Terms and Conditions	7
	RFQ CSCRSIB02-19 and Contractor's Response thereto are incorporated by reference and made 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 <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

K&L Gates LLP

CONTRACTOR BUSINESS ADDRESS

4 Embarcadero Center, Suite 1200

CITY

San Francisco

STATE

CA

ZIP

94111

PRINTED NAME OF PERSON SIGNING

Rikki Sapolich-Krol

TITLE

Partner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/9/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

CSCRSIB02-19

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Secure Choice Retirement Savings Investment Board

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 105

CITY

Sacramento

STATE

CA

ZIP

95814

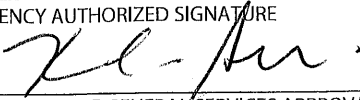
PRINTED NAME OF PERSON SIGNING

Kathleen Selenski

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

4/14/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

