

AGREEMENT WITH OUTSIDE COUNSEL

EDS # A27-23-012

THIS AGREEMENT ("Agreement") is between the State of Indiana acting by and through the **Indiana Secretary of State (the "State")** and **Jacob Gernam, Attorney at Law, Barnes & Thornburg LLP** having an office at 11 South Meridian St. Indianapolis, IN 46204-3535 ("**Counsel**").

1. Consent of the Attorney General.

A. As required by IC § 4-6-5-3, the Office of the Indiana Attorney General hereby gives its consent for Counsel to perform the legal services described in this Agreement, as evidenced by **Attachment A**, attached and incorporated by reference herein. The Attorney General's consent is contingent upon the agreement of Counsel and the agency, that the Office of the Attorney General shall receive such reports and status updates as may be reasonably requested by the Attorney General.

B. Counsel shall keep the Attorney General advised of the following:

- (1) The status and progress of the matter generally;
- (2) Any significant new issues that arise, whether procedural, legal, factual or substantive;
- (3) Any existing issues for which there are significant new developments to report;
- (4) Any filing, hearing, or imminent decision (or a decision) of dispositive motions;
- (5) Any scheduling of a matter for mediation, and the current financial disparity and issues expected to be involved in the mediation;
- (6) Any trial setting that appears likely to become the actual date upon which the matter may be tried;
- (7) As soon as is practicable, any imminent final disposition, or a final disposition, of the matter;
- (8) Any allegation of record that arises from either the tribunal or any party raising issues of ethical breach or other violation of law or disciplinary rule by Counsel, the agency being represented by Counsel, or any person employed by or associated with the foregoing or with the Office of Attorney General.

C. Failure to comply with any of the provision in 1B may result in the withdrawal of the Attorney General's consent.

2. Scope of Legal Services. Counsel shall provide the Legal Services approved by the Attorney General, which services are more fully described and set forth on **Attachment B**, attached and incorporated fully herein. Counsel shall execute its responsibilities by following and applying the highest professional standards. If the State or the Attorney General becomes dissatisfied with the work product or the working relationship with any individual assigned to work pursuant to this Agreement, the State or the Attorney General may request in writing the replacement of any or all such individuals, and Counsel shall grant such request.

3. Consideration and Payment.

A. Counsel will be paid as set forth on **Attachment B**, attached and incorporate herein. Total remuneration under this Agreement shall not exceed **Forty-two Thousand Dollars (\$42,000.00)**.

B. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by Counsel in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

4. Term. The term of this Agreement shall begin on **January 1, 2023** and end on **October 31, 2023**.

5. Access to Files and Records. The State shall have full, immediate, and unrestricted access to the work product of the Counsel during the term of this Agreement. Upon termination or expiration of this Agreement, Counsel shall, without further request and at no cost to the State, turn over to the State all files relating to the work performed under this Agreement. Counsel acknowledges that it may be required to submit to an audit of funds paid pursuant to this Agreement, and shall maintain at its offices all books, accounting records, and other evidence pertaining to costs incurred and invoiced under this Agreement. Any such audit shall be conducted in accordance with IC § 5-11-1-1, *et seq.*, and audit guidelines specified by the State. Such materials shall be available during the term of this Agreement and for three (3) years from the date of termination or expiration, for inspection by the State or its authorized designee. Copies thereof shall be furnished at no cost to the State if requested.

6. Assignment. Counsel shall not assign or subcontract any part of the Legal Services to be performed under this Agreement without the State and Attorney General's prior written consent. Counsel may assign its right to receive payments to such third parties as it may desire without the prior written consent of the State, provided that Counsel gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

7. Changes in Work. Counsel shall not change scope of the Legal Services to be performed pursuant to this Agreement or undertake additional work on behalf of the State unless authorized in writing by the State and Attorney General. No claim for additional compensation shall be made in the absence of a prior written agreement.

8. Compliance with Licensing Requirements.

A. Counsel, its partners and employees shall comply with all applicable registration and licensing requirements, rules, standards and codes of conduct governing the practice of law and the transaction of business regarding this Agreement.

B. Counsel shall immediately notify the State if any disciplinary actions are brought against it or any of its attorneys in any jurisdiction.

C. Counsel certifies, by entering into this Agreement, that neither it nor any of its partners, associates or any other attorney associated with Counsel is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana.

9. Compliance with Laws.

A. Counsel and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If Counsel has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, Counsel shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If Counsel is not familiar with these ethical requirements, Counsel should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If Counsel or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this

Agreement immediately upon notice to Counsel. In addition, Counsel may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

B. Counsel certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Counsel agrees that any payments currently due to the State of Indiana may be withheld from payments due to Counsel. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until Counsel is current in its payments and has submitted proof of such payment to the State.

C. Counsel affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

D. As required by IC §5-22-3-7:

- (1) The Counsel and any principals of the Counsel certify that:
 - (A) The Counsel, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the Counsel will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Counsel and any principals of the Counsel certify that an affiliate or principal of the Counsel and any agent acting on behalf of the Counsel or on behalf of an affiliate or principal of the Counsel, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

10. Conflict of Interest.

A. Counsel represents and warrants that, after due and diligent inquiry, it is satisfied that it has no Conflict of Interest (as that term is defined in the *Indiana Rules of Professional Conduct*) that will preclude it from providing the Legal Services.

B. Counsel represents and warrants that its performance of the Legal Services will not violate the statutes and regulations relating to the ethical conduct of state employees, including but not limited to of IC §4-2-6-6 ("Present or former state officers, employees, and special state appointees; compensation resulting from confidential information"), IC §4-2-6-9 ("Conflict of economic interest"), IC §4-2-6-10.5 ("Prohibition against financial interest in contract").

11. Continuity of Services. Counsel recognizes that the Legal Services provided under this Agreement are vital to the State and must be continued without interruption and that, upon expiration or termination of this Agreement, a successor, either the State or another Counsel, may continue them. Counsel shall use

its best efforts and cooperation to effect an orderly and efficient transition to a successor, and shall be reimbursed for all reasonable transition costs.

12. Disputes. Counsel agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. Should Counsel fail to continue to perform its responsibilities as regards all non-disputed work, any additional costs incurred by the State or Counsel as a result of such failure shall be borne by Counsel, and Counsel shall make no claim against the State for such costs.

13. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, Counsel hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Counsel will give written notice to the State within ten (10) days after receiving actual notice that Counsel, or an employee of Counsel in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, Counsel certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Counsel's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) Counsel's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify Counsel of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

14. Employment Eligibility Verification. As required by IC §22-5-1.7, Counsel swears or affirms under the penalties of perjury that Counsel does not knowingly employ an unauthorized alien. Counsel further agrees that:

A. Counsel shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Counsel is not required to participate should the E-Verify program cease to exist. Additionally, Counsel is not required to participate if Counsel is self-employed and does not employ any employees.

B. Counsel shall not knowingly employ or contract with an unauthorized alien. Counsel shall not retain an employee or contract with a person that Counsel subsequently learns is an unauthorized alien.

C. Counsel shall require his/her/its subcontractors, who perform work under this Agreement, to certify to Counsel that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Counsel agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if Counsel fails to cure a breach of this provision no later than thirty (30) days after being notified by the State

15. Funding Cancellation. When the director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

16. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

~~**17. Indemnification.** Counsel agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits, including court costs, attorney's fees, and other expenses caused by any act or omission of Counsel and/or its subcontractors in the performance of this Agreement. The State shall not provide such indemnification to Counsel.~~

18. Independent Contractor. Counsel and the State are acting in their individual capacities and not as employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees of the other party.

19. Insurance. Counsel shall secure and keep in force during the term of this Agreement Lawyers Professional Liability Insurance in such amounts and with such coverage acceptable to the State. Counsel shall be responsible for providing all necessary unemployment and worker's compensation insurance for its employees or partners. Failure to maintain insurance as required in this Agreement may be deemed a material breach of contract entitling the State to immediately terminate this Agreement.

20. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Counsel covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to

the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Counsel certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Counsel or any subcontractor.

21. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Jerold A. Bonnet, Deputy Secretary of State
200 W. Washington St. Room 201
Indianapolis, IN 46204**

B. Notices to Counsel shall be sent to:

**Jacob German, Attorney at Law
Barnes & Thornburg LLP
11 South Meridian St.
Indianapolis, IN 46204-3535**

C. Notice to the Attorney General shall be sent to:

**Office of the Indiana Attorney General
Attn: Chief Deputy
302 West Washington Street, 5th Floor
Indianapolis, IN 46204**

As required by IC §4-13-2-14.8, payments to Counsel shall be made via electronic funds transfer in accordance with instructions filed by Counsel with the Indiana Auditor of State.

22. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

23. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions.

24. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on Counsel as a result of this Agreement.

25. Termination. This Agreement may be terminated, in whole or in part, by the State or the Attorney General whenever, for any reason, the State or the Attorney General determines that such termination is in their best interest. Termination of services shall be affected by delivery to Counsel of a Termination Notice at least fifteen (15) business days prior to the termination effective date, specifying the extent to

which performance of services under such termination becomes effective. The State and the Attorney General will not be liable for legal services performed after effective date of termination. Counsel may terminate this Agreement as provided by Rule 1.16, *Indiana Rules of Professional Conduct*.

26. Travel. No travel expenses will be reimbursed pursuant to this Agreement unless specifically agreed to by the State in writing and in advance of the travel.

27. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

The remainder of this page is intentionally blank.

Binding Authority; Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is Counsel, or that the undersigned is the properly authorized partner or member of Counsel. Further, to the undersigned's knowledge, neither the undersigned nor any other partner, member, employee, representative, agent or officer of Counsel, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, Counsel attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

IN WITNESS WHEREOF, Counsel and the State by their duly authorized representatives have executed this Agreement as of the dates set forth below.

Barnes & Thornburg LLP [Counsel]**Indiana Secretary of State [State Agency]**

By: Jacob A. German, Partner

By: Jerold A. Bonnet, Deputy Secretary of State

Date: March 15, 2023

Date: 3/15/2023

EOS 427-23-012
ATTACHMENT B

BARNES & THORNBURG LLP

11 South Meridian Street
Indianapolis, IN 46204-3535 U.S.A.
(317) 236-1313
Fax (317) 231-7433

www.btlaw.com

Jacob German
(317) 231-7538
jacob.german@btlaw.com

N.T.E. \$42,000⁰⁰

December 7, 2022

Via email - jbonnet@sos.IN.gov

Mr. Jerry Bonnet
Chief Legal Counsel
Indiana Secretary of State's Office
State House Room 201
Indianapolis, IN 46204

RE: 2023 State Legislative Lobbying Engagement

Dear Jerry:

Barnes & Thornburg LLP (the "Firm") is very pleased to serve as Government Relations Counsel to the Indiana Secretary of State (the "SOS"). This letter and the Agreement with Outside Counsel confirms the terms on which the Firm will serve in this capacity. Additionally, this letter contains a brief overview and description of the Firm and a description of its services offered to the SOS.

I. FIRM DESCRIPTION

Barnes & Thornburg LLP is composed of approximately 700 legal professionals and has offices in Los Angeles and San Diego, California; Wilmington, Delaware; Atlanta, Georgia; Chicago, Illinois; Elkhart, Fort Wayne, Indianapolis and South Bend, Indiana; Boston, Massachusetts; Ann Arbor, Detroit and Grand Rapids, Michigan; Minneapolis, Minnesota; New York City, New York; Durham and Raleigh, North Carolina; Columbus, Ohio; Dallas, Texas; Salt Lake City, Utah; and Washington, D.C. The Firm's practice is widely diversified and includes experience in general corporate law, banking and financial institutions, securities, insurance, labor, public and private litigation, taxation, patents, trademarks, trade regulations, environmental regulations, real estate, creditors' rights, public utilities, municipal finance, estate planning and administration, and governmental relations. The Firm's ten departments provide a full range of legal services to all types of clients.

The Firm prides itself on using the support services and advanced technology required to provide quality legal services in a cost-effective manner. When the Firm's representation requires expertise in more than one area of law, lawyers from various departments and in various offices may need to work together to efficiently and effectively resolve the matter. We are able to collaborate with attorneys across all of the Firm's offices without increasing the cost to our

clients by implementing smart legal technology. The Firm's state-of-the-art Technology Center is the hub for its national network. This network allows attorneys and their staff, in all offices, to share any type of digital information. Additionally, in-house resources allow the Firm to meet a client's unique needs by developing client specific databases, implementing secure systems for client access to work product, producing dynamic exhibits, and other technology-driven solutions. The Firm's offices are all equipped with standard video conferencing equipment permitting both internal and external video capabilities. The Firm uses such smart technology to utilize all of its attorneys and legal professionals regardless of location. I invite you to visit Barnes & Thornburg's virtual home at www.btlaw.com to learn more about our attorneys and their practice areas, our firm history, and the way we operate.

II. FEE FOR SERVICES

The Firm will charge you a fixed fee of \$6,000 per month for the time period January 1, 2023 to April 30, 2023 during Session and \$3,000 per month for the time period May 1, 2023 to October 31, 2023. In addition to the fixed fee, the SOS will be responsible for the lobbying registration fees imposed by the Indiana Lobby Registration Commission.

Except for the lobbying registration fees, this is a "pure" fixed fee engagement, *viz.*, SOS will not be charged separately for any out-of-pocket expenses including, without limitation, messenger, courier and express delivery charges; printing and reproduction charges; legislative entertainment; filing fees; and computerized legal research charges.

I am enclosing the Firm's Standard Terms of Engagement for Legal Services dated October 2021 setting forth the standard terms upon which the Firm accepts client engagements. The Firm's engagement by the SOS in this matter will be governed by these standard terms to the extent not expressly modified by this letter or its appendices.

III. SCOPE OF SERVICES

The lobbying services under this engagement will be as follows:

1. Assist the SOS in developing legislative strategies for effectively advocating its interests before the Indiana General Assembly.
2. Monitor legislation introduced during the legislative session that may be of interest to the SOS.
3. As required, draft legislation or amendments to legislation, or advocacy pieces regarding legislation to further the SOS' interests.
4. Be available to, and if required, meet and discuss pertinent issues with Indiana legislators, their staff, and members of the State Administration for the purpose of influencing legislative action. The performance of such services with legislators, their staff, and members of the State Administration is commonly defined as "legislative lobbying" under Indiana law.

5. Monitor and, if desired by the SOS, testify at legislative interim committee hearings on matters concerning the SOS.

IV. LOBBY REGISTRATION

The Indiana Lobby Registration Commission (the "Commission") has taken the position that once a contract, oral or written, is entered into between a client and a lobbyist to lobby the Indiana General Assembly, the contract to lobby triggers a registration requirement with the Commission for both the client and the compensated lobbyist. Both the client and the compensated lobbyist must register as lobbyists with the Commission within fifteen days of entering into the contract. The execution of this engagement letter triggers this registration requirement.

The Commission requires two "Activity Reports" be filed each year wherein all lobbying expenses and compensation must be disclosed. The total amount of compensation under this engagement, plus expenses incurred under this engagement letter, must be reported on the "Activity Reports." The Commission requires reporting of compensation even if no actual lobbying activity has occurred.

As you expect from lawyers, the Firm has an obligation not to reveal confidential information relating to the representation of a client, including information protected by the attorney-client privilege, unless the client gives informed consent. The SOS acknowledges and provides such consent, to the extent necessary, to complete and comply with lobby registration, disclosure, and reporting requirements.

The Commission requires all records related to lobbying be maintained for a four-year period as they are subject to audit by the Commission. Under state statute, the Commission is required to randomly select at least five percent of all filings for inspection and audit. The SOS may hire the Firm to advise it on an audit response or prepare audit filings as part of a new engagement.

Portions of the SOS' work may be assigned to various Firm personnel. Under Indiana legislative branch lobbying laws, some of these lobbyists may need to register with the Indiana Lobby Registration Commission. In such a case, each legislative branch lobbyist of the Firm must report compensation received under this engagement.

For the purposes of reporting, the Firm will automatically ascribe the entire engagement amount for state legislative lobbying. This attribution is based on the reasonable value of our services as determined in accordance with the Indiana Rules of Professional Conduct. Therefore, each Firm legislative branch lobbyist will report his/her fees in proportion to the time spent engaging in legislative branch lobbying activity on behalf of the SOS at the ascribed amount and in accordance with lobby reporting laws and regulations.

V. CONFLICTS OF INTEREST

Loyalty is an essential element to a lawyer's relationship to a client. As a general proposition, loyalty to a client prohibits undertaking representations directly adverse to that client without the client's consent. Loyalty to a client is also impaired when a lawyer cannot consider, recommend, or carry out an appropriate course of action for the client because of the lawyer's other responsibilities or interests; the conflict in effect forecloses alternatives that would otherwise be available to the client.

Under Rule 1.7 of the Indiana Rules of Professional Conduct, the Firm is precluded from representing a client if the representation of that client involves a concurrent conflict of interest; that is, where representation of one client will be directly adverse to another client, or where there is a significant risk that representation of one or more clients will be materially limited by the Firm's responsibilities to another client, a former client or third person, or by personal interest. Despite that standard preclusion, the Firm may nonetheless represent a client where there is a concurrent conflict of interest if (1) we reasonably believe we will be able to provide competent and diligent representation to each affected client, (2) the representation is not prohibited by law, (3) the representation does not involve the assertion of a claim by one client against another client represented by the Firm in the same litigation or other proceeding before a tribunal, and (4) each client gives informed consent, confirmed in writing.

The SOS is aware that the Firm represents the interests of other persons and entities before various legislative, executive, and administrative agencies at the local, state, and federal level. In addition, the Firm represents a broad spectrum of clients in many different industries and matters. Some of those clients also look to the Firm as their general counsel. In addition, because of the Firm's size, and as the SOS might expect, we have lawyers and non-lawyer lobbyists with many different views and philosophies. Some of the Firm's lawyers and non-lawyer lobbyists are from time to time involved with the political process for various candidates and causes, sometimes interests which are directly adversarial. Thus, as a condition of the Firm's undertaking this engagement, the SOS must agree to waive all legal, business, and political conflicts which exist or may arise as a result of the Firm's representation of the SOS and any other person or entity. The Firm reserves the right to withdraw in the event an unavoidable conflict should arise. The SOS should know that, in similar engagement letters with many of the Firm's other clients, the Firm has asked for similar agreements to preserve its ability to represent the SOS.

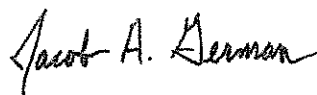
It is important from the outset of our relationship that the Firm has a clear understanding as to the identity of the Firm's client. The Firm's only client in the matter is the SOS. The Firm can only undertake this engagement on the express understanding that for conflicts and other purposes, the Firm only represents the SOS; the Firm does not represent any other officers, individuals, members, employees, affiliates, or other units of the SOS.

The SOS acknowledges and agrees that the Firm, and other clients described in the preceding paragraphs, will be undertaking representation of such clients in reliance on the SOS' consent. Should the SOS at some later time wish to revoke consent, the SOS agrees that the method for doing so shall be by terminating the Firm's representation of the SOS at that time,

Indiana Secretary of State
December 7, 2022
Page 6 of 6

I look forward to working with you on this matter. If you have any questions, please call me.

Sincerely,



Jacob German

Cc: Matthew Morgan, Esq.
Enclosure

AGREED AND ACKNOWLEDGED:

INDIANA SECRETARY OF STATE'S OFFICE

By: _____

Printed: _____

Title: _____

Date Signed: _____

22440680.1

and that such revocation will not require Barnes & Thornburg LLP or its attorneys to discontinue representation of such other clients.

VI. TERMINATION OF SERVICES

The SOS may terminate this engagement at any time simply by notifying the Firm. The Firm may terminate this engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving the SOS reasonable notice and allowing time for the SOS to engage successor counsel, if necessary.

Upon termination of this Agreement by either party, the Firm will be entitled (i) to retain all sums previously paid; (ii) to payment of all outstanding unpaid invoices; and (iii) to payment for services through the date that the Firm received notice of termination upon receipt and approval in accordance with this agreement of a statement covering such services.

VII. GENERAL

I will assume primary responsibility for ensuring that the SOS' needs are satisfied. Under my supervision, the SOS' work or parts of it may be performed by other lawyers and legal assistants in the Firm. This delegation may be for the purpose of involving lawyers or legal assistants with experience and knowledge in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, I will advise you of the names of those lawyers and legal assistants who work on SOS' matters.

The Firm's legal assistants are not lawyers but possess training, experience, and skills that enable them to assist Firm lawyers in discharging their responsibilities. They include law clerks (typically law students), interns, paralegals, investigators, research librarians, environmental analysts, translators, draftsmen, and other technical (non-lawyer) specialists.

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien. The Firm can provide a copy of that affidavit to you upon request.


VIII. CONCLUSION

If this letter accurately sets forth the engagement and the SOS' understanding, please so indicate in the space provided below and return a signed copy of this letter to me. The Firm asks the SOS to acknowledge that, in reviewing and executing this letter, the SOS has not relied on any advice provided by the Firm, but instead has acted solely in reliance upon the advice of other counsel.



WRITTEN CONSENT FOR OUTSIDE COUNSEL

OFFICE OF ATTORNEY GENERAL
Administration
Government Center South, 5th floor
302 W. Washington Street
Indianapolis, IN 46204
317-232-6201

FROM Office of Attorney General		TO Requesting Agency	
Lori Torres/Chief Deputy	Agency / Agency Contact Indiana Secretary of State Jerry Bonnet, jbonnet@sos.in.gov	Request ID 99382d5e-75a4-4550-912c-aad8c9306d72	
<p>We have reviewed your request to hire the firm/individual referenced below. Based on the information assurances provided, we have approved the request under the following terms.</p> <p>Please note that this consent to hire outside counsel does not serve as consent for litigation of any type. This consent allows the Secretary of State to pay for counsel to represent the office in the below referenced scope of work.</p> <p>When submitting this contract for state review, please make sure a copy of this approval form is included with the contract.</p>			
Office of the Attorney General By:  Title: Chief Deputy Date: March 15, 2023			
Request Details			
Request Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Amend <input type="checkbox"/> Renewal		Firm/Attorney Requested Barnes and Thornburg LLP, Jacob German	
If Amend/Renewal Previous Contract number	Start Date 1/1/2023	End Date 10/31/2023	Total Not To Exceed Amount \$42,000.00
If Amendment indicate what is being amended <input type="checkbox"/> Additional Time <input type="checkbox"/> Additional Funding <input type="checkbox"/> Rates/Personnel <input type="checkbox"/> Scope of Work			

Case/Subject Title: 2023 Indiana General Assembly – Legislative Counsel	
Request Scope Advise the Secretary of State and the agency's Auto Dealer Licensing, Business Services and Securities Division on bills introduced during the 2023 legislative session involving the Office of the Indiana Secretary of State.	
Rate(s) Flat amount varying monthly rates, not to exceed \$42,000 over 10-months. Fiscal Year: FY '23 - \$30,000.00 FY '24 - \$12,000.00 Barnes & Thornburg's legislative department has over 15 years' experience providing legislative counsel services to the Agency resulting in extensive knowledge of our operations and interests. The agency believes that the fixed rate offered (apportioned among the executive office and 3 divisions) is reasonable and commercially competitive.	FOR FSSA Only - Expense(s) <input type="checkbox"/> Court fees Actual Cost <input type="checkbox"/> Copy fees Actual Cost <input type="checkbox"/> Discovery fees Actual Cost <input type="checkbox"/> Legal research fees Actual Cost <input type="checkbox"/> Copy and mail costs Actual Cost <input type="checkbox"/> Travel costs State Rate