

Legal Services Agreement

This Legal Services Agreement is entered into and made effective this 9th day of July, 2021, by and between the Office of Attorney General ("Attorney General"), on behalf of the State of Oklahoma ("State"), and Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Law Firm").

WHEREAS, in the current proceeding or matter the Attorney General has made requests to retain Law Firm to assist the Attorney General in the prosecution and/or defense of a proceeding or matter; and

WHEREAS, Law Firm represents that it has the necessary expertise and experience to perform its obligations hereunder; and

WHEREAS, the Attorney General believes it to be in the best interest of the State and/or the people of the State that the Attorney General retain and hire said Law Firm to assist and supplement the Attorney General's efforts in the prosecution and/or defense of said proceeding or matter on behalf of the State; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

SECTION I. DUTIES AND RESPONSIBILITIES OF LAW FIRM

1. Performance of Services: Law Firm shall provide legal advice and services to the Attorney General and its staff in accordance with this Agreement. Law Firm will perform all services in a professional and workmanlike manner in accordance with applicable professional standards and shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after the work is performed at no cost to the Attorney General. The Attorney General may request the replacement of any individuals assigned to this project in the event the Attorney General is dissatisfied with the work product or working relationship with those individuals.
2. Scope of Services: Law Firm shall provide advice and services as set forth in the Addendum "A" to this Agreement.
3. Timely Performance of Services: Law Firm shall provide timely updates in order for the Attorney General to participate in significant decisions regarding legal strategy. The Attorney General must be provided sufficient time to review drafts of all significant documents, including pleadings, motions, and briefs that will be provided to third parties on the State's behalf. Law Firm shall seek and receive approval from the Attorney General for all significant documents, including pleadings, motions, and briefs before they are provided to third parties on the State's behalf.

4. Availability of Records & Audit: Law Firm shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services for a period of five (5) years from the ending date of this Agreement. All files and records created or maintained in Law Firm's representation of the State are property of the Attorney General. Upon reasonable notice, the Attorney General, the State Auditor & Inspector's Office, the State Purchasing Directors, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the State hereunder for purpose of audit and examination, at Law Firm's premises during normal business hours. Law Firm further agrees to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, Law Firm agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
5. Rule 1.5 Certification: Law Firm is aware of and certifies it will follow Rule 1.5 of Oklahoma's Rules of Professional Conduct for Lawyers.

SECTION II. DUTIES AND RESPONSIBILITIES OF THE ATTORNEY GENERAL

1. Access to Records and Availability of Staff: The Attorney General agrees to forward or cause to be forwarded all records or information that may be necessary to perform any of the duties pursuant to the provisions of this Agreement. The Attorney General shall also make its staff available during normal business hours to answer any questions or inquiries of Law Firm provided adequate notice is given of the time, content and requested form of response.
2. Payment of Fees: The Attorney General agrees to pay professional fees as set forth in Addendum "B" to this Agreement. Total professional fees payable pursuant to this Agreement shall not exceed the total sum of Seven Hundred Thousand Dollars (\$700,000). No taxes will be billed to the Attorney General on fees and expenses incurred.
3. Invoicing in Non-contingent Fee Matters: Law Firm shall keep detailed records of the time involved in each matter and submit claims for fees for such services provided to the Attorney General. Claims or invoices should be sent at the end of each month for services performed during that month. The claim must show a detailed, itemized fee billing indicating, on a daily basis, the appropriate time, description of services performed, and hourly rate for each professional performing services on behalf of the State. In the event of any dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided herein. Payment shall be made within forty-five (45) days of receiving correct and accurate claims or invoices. All payments are made in arrears and no payments shall be made in advance. Under no circumstances will Law Firm be paid for hours while traveling.

4. Reimbursement of Expenses: All out-of-pocket expenses, such as photocopies, telephone charges, on-line computer assisted legal research, courier delivery services, facsimiles, mileage, transportation costs, court filing fees, service of process fees, and other appropriate items will be identified and charged to the State as they are incurred. No mark-up will be allowed on reimbursable charges. Law Firm may be reimbursed for travel expenses pursuant to the Oklahoma travel reimbursement statutes and rules. Law Firm shall obtain prior approval from the Attorney General or its authorized staff person before incurring fees for investigative services and expert witnesses fees or before incurring any unusual or extraordinary expense, including but not limited to electronic deposition transcript costs, expedited deposition transcript costs, videotape deposition costs, real time deposition and court proceeding transcript costs, court reporter out-of-town travel expenses, court room technology costs, and travel costs related to sending more than one Law Firm representative to any witness interview, deposition, hearing, conference, or trial appearance.
5. Settlement Authority: Law Firm shall immediately communicate any settlement offer to the Attorney General and Law Firm shall not agree to any settlement without the consent of the Attorney General.

SECTION III. TERM AND TERMINATION

1. Term of Agreement: The Agreement shall commence on the day it is executed by both parties and shall continue until terminated by the parties, or until the legal matter for which Law Firm is providing representation is concluded, whichever is earlier.
2. Termination of Agreement: The Attorney General may terminate this Agreement at any time, with or without cause. The Attorney General is free to terminate Law Firm's representation of the State at any time unless judicial approval is required for Law Firm to withdraw, in which event Law Firm agrees not to oppose such withdrawal. Subject always to any applicable rule of court, Law Firm may terminate this agreement if the Attorney General deliberately disregards the terms of this Agreement or if, in Law Firm's professional judgment, Law Firm is unable to continue the representation consistent with Law Firm's ethical obligations. Notwithstanding any such termination, the Attorney General remains liable to pay all fees and charges incurred up to the date of termination. Upon completion of the matter to which this Agreement applies, or the earlier termination of the representation, the attorney-client relationship will end unless Law Firm agrees to continue the representation on other matters. Law Firm shall have no continuing obligation to advise the State on any matter unless Law Firm otherwise agrees in writing.

SECTION IV. GENERAL PROVISIONS

1. Independent Contractor: Law Firm is an independent contractor and is not to be deemed an employee of the Attorney General. Law Firm retains the right to exercise full control and supervision of the services and work to be provided under this Agreement and full

control and supervision of the services and work of all persons assisting it in the performance of the services and work hereunder.

2. Attorney-client Relationship: Execution of this Agreement creates an attorney-client relationship between Law Firm and the Attorney General. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure.
3. Subcontracting, Key Personnel, Experts, and Consultants: Any retention of experts or consultants,, subcontracting, or assignment of services and work covered by this Agreement shall be subject to the terms and conditions of this Agreement, which shall apply to, and bind the party or parties to whom such work is subcontracted or assigned as fully and completely as Law Firm is hereby bound and obligated, including obligations with respect to confidentiality and conflicts of interest. In furtherance of the services described in Appendix A, Law Firm may recommend to the State subcontractors, experts, consultants, or assignment of services and work as Law Firm believes necessary. Law Firm, with respect to any retention, assignment, or subcontracting of any of the services to be provided under this Agreement and/or replacement of key personnel assigned to this matter (which shall include attorneys, paralegals, investigators, experts, and consultants) shall consult with and obtain the consent of the Attorney General. The hourly rates, fees, or other compensation to be paid to such subcontractors, consultants and/or experts shall be subject to the written approval of the Attorney General. Approved compensation of such subcontractors, consultants and/or experts shall be timely submitted to the State as incurred.
4. Notices: Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by First Class Mail or by courier or electronic transmission with delivery confirmation, to the respective party as set forth below. The notice shall be effective on the date indicated on the postmark.

ATTORNEY GENERAL:

Mithun Mansinghani
Solicitor General
Office of Attorney General
313 NE 21st Street
Oklahoma City, OK 73105
mithun.mansinghani@oag.ok.gov

LAW FIRM:

Kannon K. Shanmugan
Paul, Weiss, Rifkind, Wharton & Garrison LLP
2001 K Street, NW
Washington, DC 20006-1047
kshanmugam@paulweiss.com

5. Confidential Relationship: All information furnished by the Attorney General to Law Firm hereunder, including their respective agents and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the Attorney General may be used by Law Firm only in connection with the services performed pursuant to this Agreement. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned upon completion of services or request by the Attorney General, whichever occurs first. Law Firm, subject to its obligations of confidentiality, may retain one copy of documents containing Confidential Information for archival purposes and to defend its work product. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.
6. Conflicts of Interest: Unless Law Firm has told the Attorney General otherwise, Law Firm does not now represent another client in the specific matter in which the State has retained Law Firm. Because Law Firm represents a large number of clients in a wide variety of legal matters around the world, however, it is possible that Law Firm currently represents, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which the State has engaged Law Firm, some person or entity whose interests are actually or potentially adverse to the State's interests in this or other matters, including in negotiations, work-outs, bankruptcy proceedings, or litigation. Law Firm agrees that it will not undertake any such representation if the subject of the other representation is related to the specific matter in which Law Firm currently represents the State. If the matters are not related, however, then the Attorney General hereby agrees that Law Firm will be free to undertake such an unrelated adverse representation provided that (a) the unrelated representation will not implicate any confidential information Law Firm has received from the State, and (b) the other client has consented to Law Firm's continued representation of the State. This means that Law Firm could represent another client against the State in an unrelated matter such as a lawsuit, a transaction, or some other matter. The agreement as set forth in this paragraph represents the State's acknowledgement that such adverse representations are foreseeable to the State, and effects a waiver of the State's right, if any there be, to object to Law Firm's representation in the unrelated matter of another client whose interests are adverse to the State's.

In the course of representing the State, and in order fully to satisfy Law Firm's professional obligations, Law Firm may from time to time need to consult with the lawyers in its firm responsible for advising the firm on ethical issues, including issues that may implicate the State's interests. The parties acknowledge and agree that, notwithstanding this potential for conflict in consideration of Law Firm's professional obligations, Law Firm is free to

consult with its own internal counsel on such matters without the State's consent and that such consultations are privileged and confidential.

7. Outside Communications: The parties agree that neither Law Firm, nor any partner, associate, employee, or any other person assisting with the services to be performed under this Agreement, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Agreement without first obtaining approval of the Attorney General, the Attorney General's Communications Director, or their designee.

Law Firm shall not state or imply in any manner, including in commercial advertising, that its services are endorsed by the State. The State may not be used as a reference for Law Firm without the State's prior approval.


8. Material Changes: Law Firm shall immediately notify the Attorney General of any of the following changes, and obtain the Attorney General's approval to the extent approval is required, if: (a) Law Firm becomes aware that any of the representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this Agreement; (b) there is any material change in Law Firm's personnel assigned to perform services under this Agreement; (c) there is any change in control of Law Firm; or (d) Law Firm becomes aware of any other material change in its business organization, including, but not limited to the filing of bankruptcy relief or other legal suits or actions.
9. Maintaining Insurance: For the duration of this Agreement, Law Firm shall provide and maintain, at its own expense, and to the satisfaction of the Attorney General, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Agreement, including general liability coverage, automobile liability coverage, worker's compensation insurance, and professional liability insurance covering all negligent acts, errors and omissions. The Law Firm maintains significant professional liability insurance. The Law Firm's professional liability insurance is intended to indemnify, subject to certain terms, exclusions and limitations, the Law Firm in respect of any claim made by its clients by reason of alleged Law Firm act, error or omission, breach of contract for professional services, breach of duty, libel or slander, and related causes of action. The Law Firm and its partners are also bound by the applicable rules of professional conduct and other legal, regulatory and professional obligations. Proof of the Law Firm's insurance shall be provided upon request to the Attorney General.
10. Material Breach: Nothing in this Agreement shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Agreement.

11. Dispute Resolution: The Attorney General and Law Firm agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Agreement.
12. Nondiscrimination: There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, sex, sexual orientation, gender identity, age, military status, genetic information or disability in the performance of this Agreement.
13. Assignment: This Agreement and any of the rights, duties or obligations of the parties hereunder shall not be assigned, transferred, or delegated by Law Firm without the express written consent and approval of the State. Any attempted assignment, transfer or delegation thereof without such consent shall be void.
14. Entire Agreement: This Agreement, together with addenda, constitutes the entire agreement between the parties hereto relating to the rights granted and the obligations assumed by the parties hereunder.
15. Amendment: This Agreement and the tasks and scope of the engagement may be amended at any time during the term of the Agreement by mutual written consent of the parties hereto.
16. Headings: Titles of parts or sections of this Agreement are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
17. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to conflict of law principles. Notwithstanding the application of Oklahoma law, the professional conduct of the Law Firm shall be governed by the Rules of Professional Conduct of the state(s) in which the attorneys of the Law Firm are admitted. Should either party initiate a lawsuit or other dispute resolution proceeding over any matter relating to or arising out of this Agreement, such lawsuit or other proceeding shall be filed and conducted in Oklahoma County, State of Oklahoma.
18. Severability: If any provision of this Agreement or any portion thereof, or the application of any such provision or portion thereof, shall be held invalid, illegal, void or unenforceable in any respect by a court of competent jurisdiction or administrative authority, such invalidity, illegality or unenforceability shall not affect any other provision hereof or the remaining portion thereof, and the validity of the entire Agreement as a whole shall not be affected thereby.
19. Non-collusion: This Agreement is invalid and of no effect unless a non-collusion certification is provided by Law Firm, pursuant to 74 O.S. § 85.22, and attached hereto.

20. Execution in Counterparts: This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

IN WITNESS WHEREOF, the Attorney General and Law Firm have read and understand the foregoing terms of this Agreement and do by their respective signatures dated below hereby agree to the terms thereof.

OKLAHOMA ATTORNEY GENERAL:

By: 

Date: July 9, 2021

Name: Dawn Cash

Title: Acting Attorney General

LAW FIRM:

By: 

Date: JULY 9, 2021

Name: KANNON K. SHANMUGAM

Title: PARTNER

ADDENDUM “A”

DESCRIPTION OF LEGAL SERVICES TO BE PROVIDED BY LAW FIRM

The United States Supreme Court decision in *State of Oklahoma v. McGirt* held that the Congress created a reservation for the Muscogee (Creek) Nation that had not been disestablished by Congress such that the State of Oklahoma lacked criminal jurisdiction over crimes committed by Indians falling under the Major Crimes Act. In the wake of the *McGirt* ruling, courts have ruled that the Cherokee, Choctaw, Chickasaw, and Seminole nations also had reservations created for them that were not disestablished by Congress. The State anticipates additional litigation involving the scope of *McGirt*’s decision in other areas involving the jurisdictional bounds of the State of Oklahoma.

1. Law Firm shall provide representation to the State of Oklahoma, including its agencies, boards, and commissions, in all necessary efforts to investigate, defend, and litigate legal claims related to the *McGirt* decision (the “Litigation”).

2. The Attorney General shall have sole discretion as to whether to initiate an investigation or litigation, against whom, and which claims, if any, to pursue, and which matters, if any, in which Law Firm will represent the State.

3. Law Firm shall consult with the Attorney General or his designee on legal issues involved in all the matters referred to in paragraph 1 of this Appendix A and in other matters requested by the Attorney General. The Attorney General shall have sole discretion as to any and all matters, including but not limited to, legal issues, procedural issues, financial issues, and strategic issues, and his decision in that regard will be final. The Attorney General shall have sole discretion with regard to the terms of any settlement, whether to proceed to trial and whether to obtain a voluntary dismissal of any litigation filed by Law Firm and his decision on those matters will be final.

4. The services shall consist of the following and such other services as may be assigned by the Attorney General to Law Firm:

a. Providing counsel, representation, and litigation services to carry out the Litigation under this Agreement;

b. Investigation and research necessary to carry out the Litigation;

c. Hiring of all consultants and experts necessary to carry out the Litigation; and

d. Being available upon request of the State to consult with the officials and employees of the State and with any other person or group designated by the State regarding the Litigation.

ADDENDUM "B"

PROFESSIONAL SERVICE FEES (Hourly rate cases)

Law Firm will bill on an hourly basis, to the nearest 1/10th of an hour, based on the actual time engaged in performing the services. The hourly rate reflects a fifty percent (50%) discount of the lowest hourly rates charged by Law Firm for the services of the professionals performing the services. The rates for this Agreement are as follows:

ATTORNEY	RATE PER HOUR
Kannon Shanmugam	\$912
William Marks	\$580
LEGAL ASSISTANT	RATE
Paralegal	\$175

Professionals in addition to or as substitute for those described above shall not be utilized without first obtaining the Attorney General's written approval.

Total professional fees payable pursuant to this Agreement shall not exceed the total sum of Seven Hundred Thousand Dollars (\$700,000).



OKLAHOMA
Office of Management
& Enterprise Services

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: Paul, Weiss, Rifkind, Wharton & Garrison LLP

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☒ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

KANNON SHANMUGAM

Supplier Authorized Signature

KANNON SHANMUGAM

Printed Name

202-223-7300

Phone Number

202-204-7397

Fax Number

7-14-21

Certified This Date

PARTNER

Title

KANNON SHANMUGAM @ PAULWEISS.COM

Email



Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name	OAG			Contact Name	MARQUETTA DICKENSON		
Phone #	405.522.4469	Fax #	405.522.4535	Email	Marquetta.dickenson@oag.ok.gov		
Agency Request To – Please select all applicable request types							
<input checked="" type="checkbox"/> Add New Vendor		<input type="checkbox"/> Update Existing Vendor		PeopleSoft 10-digit Vendor ID _____			
<input type="checkbox"/> Add New Address		<input type="checkbox"/> Change Address/Location		PeopleSoft Address # _____		PeopleSoft Location # _____	
<input type="checkbox"/> Change Vendor Tax ID		<input type="checkbox"/> Change Vendor Name		<input type="checkbox"/> Add Alternate Payee Name _____		PeopleSoft Location # _____	
<input type="checkbox"/> Other		Explain _____					
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:						
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents		<input type="checkbox"/> 2 - Royalties		<input type="checkbox"/> 3 - Other Income		
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care		<input checked="" type="checkbox"/> 7 - Non-Employee Compensation		<input type="checkbox"/> 10 - Crop Insurance Proceeds		
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney						

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.						
Name	Paul, Weiss, Rifkind Wharton & Garrison, LLP			Contact Name		
<i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>				Contact Title	Collections Director	
DBA Name				Phone #	(212) 373-2557	
<i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>				Fax #	(212) 954-5230	
Tax Identification Number (TIN) and Type:			[REDACTED]		<input checked="" type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
Business Address – Please provide primary business address as filed with the U.S. Internal Revenue Service						
Address	1285 Avenue of the Americas			City	NY	
State	NY	Zip+4	10019	Remittance Email	accountsreceivable@paulweiss.com	
Optional Addresses – Please select address type as applicable						
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address				City		
State		Zip+4		Remittance Email		
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.						
Name	Paul Rajpal		Title	Collections Director		Email
						prajpal@paulweiss.com

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) If none, but applied for, date applied

U.S. Social Security Number (SSN) If none, but applied for, date applied

Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor or Individual ☒ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type:

☐ Limited Liability Company Type:

LLC Disregarded Entity: ☐ YES ☐ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain:

☐ Foreign (Non-U.S.) Sole Proprietor or Individual* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Type:

☐ Foreign (Non-U.S.) Other* Explain:

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Paul Rajpal
Signature of Vendor Representative or Individual Payee

July 13, 2021

Date

Collections Director

Title of individual signing form for company

Paul, Weiss, Rifkind, Wharton & Garrison LLP

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		



Solicitation or Purchase Order #: _____

Supplier name: Paul, Weiss, Rifkind, Wharton & Garrison LLP

Address: 2001 K Street, N.W.

City: Washington State: DC Zip Code: 20006

Email address: kshanmugam@paulweiss.com

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Kannon Shanmugam

Supplier Authorized Representative Signature

KANNON SHANMUGAM

Supplier Authorized Representative Printed Name

7-14-21

Date

PALMER

Title