

LITIGATION RETENTION AGREEMENT  
FOR SPECIAL COUNSEL APPOINTED BY THE  
SOUTH CAROLINA ATTORNEY GENERAL

AS TO GOOGLE ADVERTISING TECHNOLOGY LITIGATION

This litigation retention agreement ("Agreement") is by and between South Carolina Attorney

authority over all aspects of this litigation. The litigation may be commenced, conducted,

with the express approval and signature of the Attorney

General. The Attorney General, at his sole discretion, shall appoint a designated assistant or assistants ("designated assistant") to oversee the litigation, which appointment the Attorney General may modify at will.

Section 10-111 shall be amended to the Attorney General subject to the approval

**B. Non-Delegation of Work**

Special Counsel may not, without the express approval of the Attorney General, delegate any work whatsoever to any attorney in any other firm.

**C. Employment Status**

Special Counsel will render services pursuant to this Agreement as an independent contractor. Neither Special Counsel nor any employee of Special Counsel shall be regarded as employed by, or as an employee of, the Attorney General or the State of South Carolina, nor shall they be considered public officials.

**ARTICLE III. CASE MANAGEMENT**

**A. Status Reports**

The Attorney General may at any time request status reports from Special Counsel regarding any

Name: C. Havird Jones, Jr.  
Senior Assistant Deputy Attorney General

Address: P. O. Box 11540

Columbia, SC 29211

Phone: 803-734-3654

Email: sjones@scag.gov

Name: Rebecca Hartner  
Assistant Attorney General

Address: P. O. Box 11549  
Columbia, SC 29211

Phone: 803-734-5855

Email: rhartner@scag.gov

Name: James R. Dugan, II, Esq  
The Dugan Law Firm, APLC

Address: One Canal Place  
365 Canal Street, Suite 1000  
New Orleans, Louisiana 70130

Phone: (504) 648-0180

Email: jdugan@dugan-lawfirm.com

Name: W. Mark Lanier  
Founder

Address: 10940 W. Sam Houston Pkwy N  
Suite 100  
Houston, TX 77064

Phone: 713-659-5200

Email: mark.lanier@lanierlawfirm.com

Name: Ashley Keller  
Co-founder  
KellerI.enkner LLC

Address: 150 N. Riverside Plaza,  
Suite 4270

Name: Charlie Condon  
Charlie Condon Law Firm, LLC  
Address: 880 Johnnie Dodds Blvd, Suite 1  
Mount Pleasant, SC 29464  
Phone: (843) 884-8146  
Email: charlie@charliecondon.com

**C. Communication**

Special Counsel agrees to consult in advance, in person, by telephone, or in writing, with the

Attorney General promptly on all matters that may be precedential, controversial, of particular public interest, or otherwise noteworthy or important, and to keep the Attorney General fully informed at all times.

Special Counsel shall give timely written notice to the Attorney General of any and all of the following legal events in this litigation:

**F. Public Records**

Any material, data, files, discs, or documents created, produced, or gathered by Special Counsel, or in Special Counsel's possession in furtherance of this litigation, or which fulfills an obligation

of this appointment, shall be considered the exclusive property of the State of South Carolina. Special Counsel agrees to adhere to South Carolina's Freedom of Information Act, South Carolina Code of Laws §§ 30-4-10 *et seq.*, for the purposes of maintaining all public records in accordance with State law. Public records requests are to be handled by the Attorney General's Office, and any public records requests received by Special Counsel shall be emailed to the Attorney General's Office within one business day of receipt. Special Counsel agrees to cooperate fully with the

below. Compensation under this Section IV.B.2 shall be deducted from the litigation's gross recovery before any further distribution is made.

3. After any deduction from the gross recovery pursuant to Section IV.B.1 and IV.B.2, if the defendant(s) filed a separate suit against the Attorney General or the State regarding this litigation or this Agreement, Special Counsel shall be compensated for time spent defending against such suit at the following rates: \$190 per hour for attorneys with 10 or more years of experience, \$130 per hour for attorneys with more than 6 but less than 10 years of experience, \$110 per hour for attorneys with more than 3 but less than 6 years of experience, \$100 per hour for attorneys with less than 3 years of experience, and \$60 per hour for paralegals. This applies only to time spent defending a lawsuit against the Attorney

General of the State and not to time spent on the litigation brought by the Attorney General

The Attorney General may, in his sole discretion, reduce these fees if he determines that the effort required to resolve the case on appeal does not justify increasing the fee. The fees awarded under this section are based on the entire net recovery remaining after any deductions from the gross recovery pursuant to Sections IV.B.1, IV.B.2, and IV.B.3, not just the portion of the net recovery attributable to post-judgment interest.

6. If Special Counsel's fee is to be divided among lawyers who are not in the same firm, all lawyers receiving a fee must jointly submit a) a declaration that the division is in proportion to the services performed by each lawyer or each lawyer assumes joint



Agreement without cause, Special Counsel shall be reimbursed only from the litigation's gross recovery for all properly documented expenses and costs, as defined in Article V of this Agreement, rendered prior to termination, and Special Counsel shall be awarded appropriate

attorneys' fees as determined by the Attorney General. If this Agreement is terminated for cause, Special Counsel will not be reimbursed for any expenses and costs or paid any fees or other compensation for any services relating to the litigation.

**G. No Other Payment Source**

Special Counsel shall be reimbursed solely from the litigation's recovery. Neither the State of

lodging exclusive of taxes and fees. There is no reimbursement for in-room internet, room services, business center services, gratuity, or any other hotel services or upgrades.

2. There is no reimbursement for meals.

3. Automobile travel shall be reimbursed at the rate per mile published by the Internal Revenue Service for business miles driven as of the date of the automobile travel. Special Counsel must document the date of the travel, the address of the departure location, the address of the arrival location, and the purpose of the travel in order to be eligible for reimbursement. Automobile travel reimbursement must not exceed the commercial coach

**D. Hourly Fee**

Where Special Counsel seeks payment of an hourly fee for defending litigation brought against the Attorney General or the State under the terms of this Agreement, in accordance with Section IV.B.3, Special Counsel is required to submit detailed time records on a monthly basis for time worked over the previous month. The Attorney General's Office is not obligated to approve or reject any requests for hourly fees until after the conclusion of the litigation. Each monthly time record must clearly identify by name or initials the attorney or paralegal who performed the work

the date of the work, a detailed description of the work, and the number of hours or fraction thereof worked to the nearest tenth of an hour. When initials are used, the submission must identify all persons whose initials appear on the invoice and indicate whether each is an attorney or paralegal

termination of this Agreement. All expenses must be itemized and no reimbursement will be granted for "miscellaneous" listings. The Attorney General may, in his sole discretion, decline to

reimburse Special Counsel for any expenses determined to be unnecessary, unreasonable

## ARTICLE VI. TERMINATION

### 1. Termination by the Parties.

**C. Code of Professional Responsibility**

If, during the appointment as Special Counsel, a complaint is filed against Special Counsel or ~~Special Counsel's firm, alleging a~~ violation of Rule 407, Rules of Professional Conduct, South

Carolina Appellate Court Rules, or the applicable rules governing the state bar in which Special Counsel has been admitted, or the Code of Professional Responsibility, Special Counsel shall give prompt written notice of such complaint to the Attorney General. The Attorney General retains the right, ~~in his sole discretion, to immediately terminate this Agreement if he deems the complaint to~~

~~adversely affect in any way Special Counsel's ability to perform their duties required herein, or to~~

adversely affect this litigation, the Attorney General, or the State of South Carolina.

**D. Insurance**

Special Counsel agrees to carry adequate professional liability insurance and to provide proof of ~~same to the Attorney General promptly upon request~~

this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose

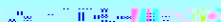
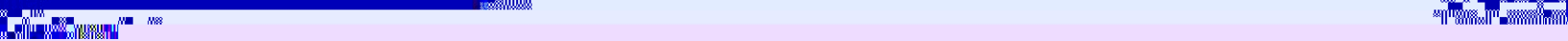
**J. Amendment or Modification**

such amendment or modification is set forth in writing and signed by both parties

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\_\_\_\_\_  
Alan Wilson  
Attorney General of South Carolina



\_\_\_\_\_  
James B. Deane II

\_\_\_\_\_  
Date

8/6/2021

\_\_\_\_\_  
Date



\_\_\_\_\_  
Alan Wilson  
Attorney General of South Carolina

\_\_\_\_\_  
Date

\_\_\_\_\_  
James R. Duran II

\_\_\_\_\_  
Date

\_\_\_\_\_  
W. Mark Lanier  
The Lanier Law firm, P.C.

\_\_\_\_\_  
Date

*Ashley Keller*  
\_\_\_\_\_  
Ashley Keller  
Keller Lenkner LLC

8/6/2021

\_\_\_\_\_  
Date

*Charlie Condon*  
\_\_\_\_\_  
Charlie Condon  
Charlie Condon Law Firm, LLC

*8/6/2021*  
\_\_\_\_\_  
Date

STATE OF SOUTH CAROLINA  
DEPARTMENT OF SOCIAL SERVICES  
1735 BROADWAY, SUITE 200  
COLUMBIA, SOUTH CAROLINA 29201  
TEL: 803-734-5855

Dear Mr. [Name]:

Reference is made to your letter of [Date] regarding [Subject].

**Re: [Subject]**

All records, including reports, documents, and other instruments, shall be maintained in accordance with the provisions of the Freedom of Information Act, 5 U.S.C. § 552, and the South Carolina Freedom of Information Act, 17-1-100, et seq. If you have any questions regarding this matter, please contact the undersigned at the address or telephone number listed below.

The undersigned is the [Title] of the [Agency]. If you are unable to reach the undersigned, please contact the undersigned's supervisor at the address or telephone number listed below.

**State of South Carolina**  
Department of Social Services  
1735 Broadway, Suite 200  
Columbia, South Carolina 29201  
Tel: 803-734-5855

**Name:** [Name]  
**Address:** [Address]  
**Phone:** [Phone]  
**Fax:** [Fax]  
**Partner:** [Partner]

**Address:** P.O. Box 11547  
Columbia, SC 29211  
**Phone:** 803-734-5855  
**Email:** [rhartner@scag.gov](mailto:rhartner@scag.gov)

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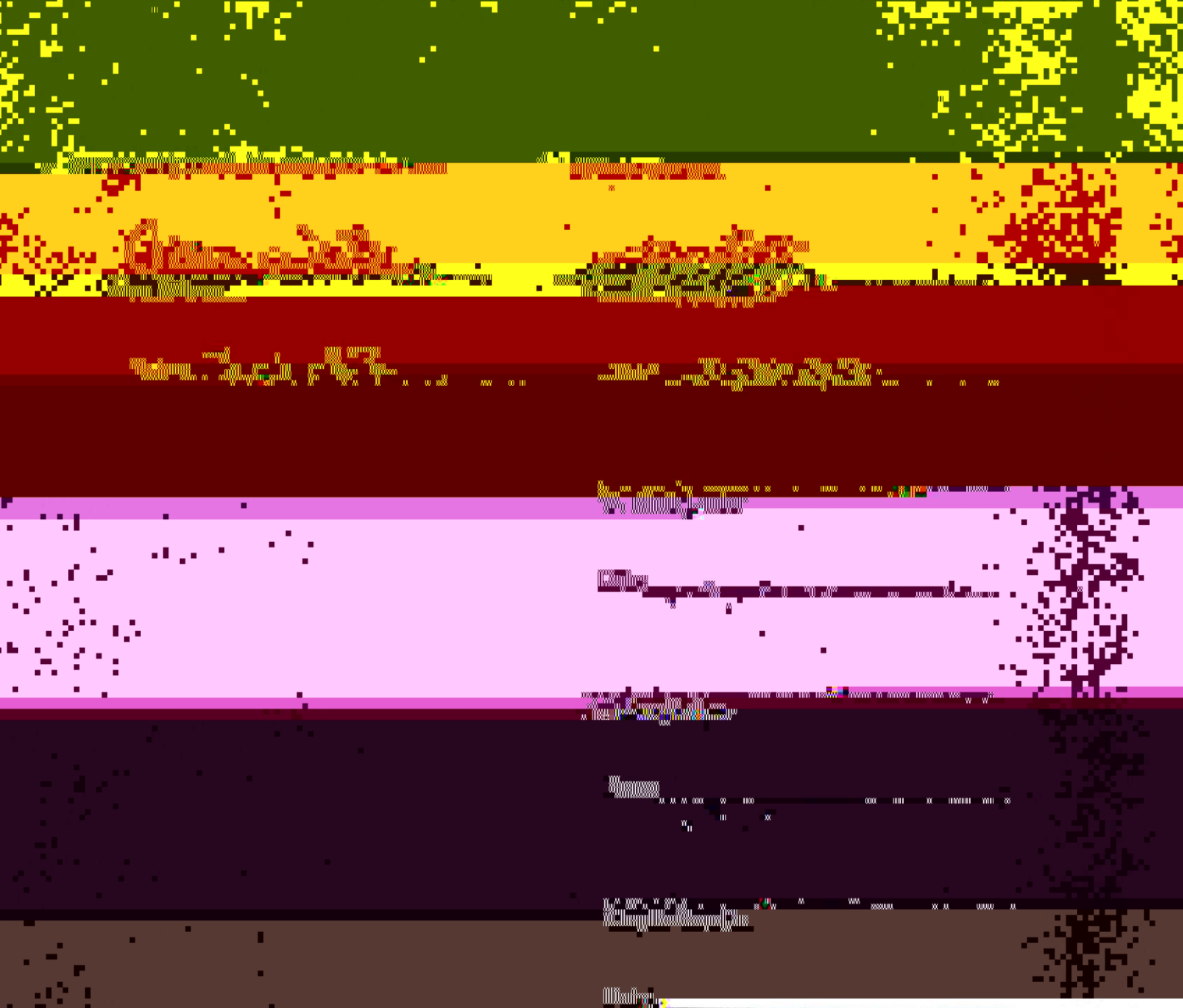


Date: \_\_\_\_\_

W. Mark J. Keller

Ashley Keller

Date: \_\_\_\_\_



Mark Lanier

Date: May 26, 2022

Ashley Keller

Date: \_\_\_\_\_

Charlie Condon

Date: \_\_\_\_\_



Charlie Condon

Date: \_\_\_\_\_

