

PROFESSIONAL PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective as of December 12, 2025, by and between the Attorney General of the State of Utah (“Attorney General”), 236 State Capitol, Salt Lake City, Utah 84114, and the Law Firm of Ray Quinney & Nebeker P.C. (“RQN”) or (the “Law Firm”).

RECITALS

WHEREAS, the Attorney General has the responsibility of providing legal services for the Utah Attorney General’s Office in connection with the matters referred to herein; and

WHEREAS, it is in the best interests of the Utah Attorney General’s Office to hire RQN to provide such services on the terms set forth herein; and

WHEREAS, RQN desires to furnish services and employs attorneys who are authorized to practice law and who are capable of rendering the required services;

NOW THEREFORE, in consideration of the foregoing and the promises set forth herein, the parties agree as follows:

1. **Employment of Law Firm.** The Attorney General retains RQN to represent the Director of the Utah Division of Air Quality (“UDAQ”) in the administrative appeal (petition for review proceeding) filed in *In the Matter Of: Approval Order: Modification to Approval Order DAQE-AN103270030-22 to Define an Alternative Operating Scenario for the Continued Operation of the Coal Boiler Plant, Project Number: N10327003 DAQE-IN 103270031-25*, pending before the Utah Department of Environmental Quality and the appointed Administrative Law Judge, the Honorable Richard D. McKelvie of Alpine Mediation & Arbitration Service (the “Administrative Litigation”). RQN shall provide all legal services that are reasonably necessary for such representation in the Administrative Litigation through the issuance by the Executive Director of the Department of Environmental Quality (“DEQ”) of a final agency action, including, without limitation, the preparation and filing of all pleadings, motions, memoranda, briefs, and other documents. RQN also shall conduct negotiations and provide representation at all hearings and trials; and provided further that RQN shall represent the Department of Environmental Quality as such in the event of an appeal to the Utah Court of Appeals of the final decision in the Administrative Litigation, and other appearances required in said legal action (“the Administrative Appeal”). RQN will not represent the Executive Director of DEQ in connection with the Administrative Appeal prior to the issuance of the final agency action by the Executive Director, and only in the event of an appeal of the final agency action. RQN will meet with and submit interim

reports to the Attorney General upon request regarding the nature, progress, and extent of the legal services, as well as any forecast that may be reasonably made regarding the extent and nature of the work yet remaining. RQN will also coordinate all work with the Attorney General or his representatives to ensure the services provided are consistent with direction received from the client agencies and the Attorney General or his representatives. RQN accepts the foregoing employment and agrees to discharge the duties involved in such employment under the terms and conditions of this Agreement.

2. **Compensation.** Subject to the following section 3, the Attorney General agrees to pay RQN for its reasonable services rendered at the hourly rates for the respective attorneys and other personnel shown on **Exhibit A**, attached hereto and incorporated by reference. In addition to the foregoing amounts, the Attorney General agrees to reimburse RQN for necessary travel and other necessary costs, including consultants and experts. All travel and the hiring of consultants and experts shall be done after notice and concurrence of the Attorney General or his representative. All requests for reimbursement of costs must be supported by receipts or similar supporting documentation, which shall be supplied to the Attorney General upon request. No expenditures for food or beverages will be reimbursed except for the State per diem when traveling.

3. **Monthly Billings.** RQN shall submit monthly billings for its fees and costs to the Office of the Attorney General, P.O. Box 140811, Salt Lake City, Utah 84114-0811, by the 15th of the following month. Monthly billings submitted more than 15 days following the end of the month in which the services were rendered, or costs were incurred, may be subject to substantial delay in payment. RQN understands and agrees that although it is retained by the Attorney General, RQN shall be paid from funds or accounts identified by the State of Utah, and the Attorney General shall not be liable for payment from its budget unless expressly provided in writing.

4. **Limitation on Services Provided.** RQN agrees that decisions regarding the scope, extent, and breadth of the representation shall remain with the Attorney General.

5. **Records and Files.** RQN agrees to maintain pleading, correspondence, and evidentiary files in connection with the Administrative Litigation and, if necessary, the Administrative Appeal, and agrees to maintain records in accordance with generally accepted accounting procedures which properly reflect all expenditures of any nature that are necessary for the performance of this contract. While all such files, records, books, and other documents shall be and are confidential and constitute the work product and proprietary materials of RQN, each and all of said files, records, books and documents shall be made available for inspection by the Attorney General upon reasonable request.

6. **Indemnification.** RQN agrees to protect, indemnify, and save harmless the Attorney General, State of Utah, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising out of or in any way connected with the performance of this Agreement, and arising, in whole or in part, out of the negligence or fault of RQN. RQN's duty to pay a judgment under this indemnification provision shall be limited to RQN's proportionate share of comparative fault. RQN shall defend the Attorney General, the State of Utah, and its employees from all claims covered by this indemnification provision and shall pay its proportionate share of all costs and expenses incidental thereto, but the Attorney General shall have the right, at its option, to participate in the defense of any such suit without relieving RQN of any obligation hereunder.
7. **Termination.** The Attorney General may at any time terminate this Agreement immediately upon written notice. In the event of termination of this Agreement, RQN shall be compensated only for fees and costs earned and incurred up to and including the date of termination. If RQN thereafter expends additional time and incurs costs relative to the transfer of the case and its materials as directed by the Attorney General, RQN will be compensated for such reasonable time and costs incurred.
8. **Independent Contractor Status.** Compensation paid to RQN as specified hereunder shall be total compensation for its services. RQN is retained as an independent contractor and is responsible for withholding taxes, FICA, and payments to associates, paralegals, clerical assistants, and others from the compensation paid hereunder.
9. **Conflicts of Interest.** RQN shall immediately notify the Attorney General in writing of any conflict of interest which may exist or hereafter arise as a result of the representation and services furnished by RQN hereunder. RQN shall not proceed until a written resolution of such conflict, signed by the Attorney General, is accomplished.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings other than the standing agreement respecting conflicts, both written and oral, between the parties with respect to the subject matter hereof. Except for termination under paragraph 7, this Agreement may not be amended except by an instrument in writing signed on behalf of all parties hereto. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of Utah.
11. **Photocopies.** Photocopies of this Agreement shall have the same force and effect as the original.

DATED this 31st day of December, 2025.

UTAH ATTORNEY GENERAL'S OFFICE

Mark E. Burns

By: Mark E. Burns
Title: Civil Deputy

RAY QUINNEY & NEBEKER P.C.

Paul C. Burke

By: Paul C. Burke
Shareholder

EXHIBIT A

1. **Qualifications.** The Law Firm hereby represents to the State that the following qualifications and circumstances accurately state the Law Firm's qualifications for the work: that the Law Firm has expertise in the subject matter pertaining to the Administrative Litigation and, if necessary, the Administrative Appeal; has the capacity to readily provide representation in the administrative appeal; that the Law Firm lacks conflicts other than the one(s) described in the Agreement; and that the Law Firm has the general capacity to handle imminent legal actions, including complex matters that may arise in the above-referenced actions.

2. **Performance of the Work.** The Law Firm shall perform the scope of employment stated in paragraph 1 of the Agreement by observing the following:
 - a. The Law Firm shall obtain prior written approval for significant work tasks from the Attorney General.
 - b. The Law Firm shall provide clear communication between the Law Firm, the Attorney General, and the represented clients concerning the Law Firm's work.
 - c. From time to time, the Law Firm shall provide the Attorney General with an estimate of potential fees, costs, and work tasks for the coming months; a listing of work tasks and the fees and costs; and any follow-up information that may be requested.
 - d. The Law Firm shall manage its resources to provide the most suitable expertise for the task at hand and shall help the Attorney General obtain effective services at a reasonable price for those services.
 - e. The Law Firm shall maintain insurance adequate to provide for the obligations stated in this Agreement.
 - f. In case of conflicts between the client agencies and the Attorney General, the Law Firm shall take final direction from the Attorney General.

3. **Invoices.** The Law Firm's monthly invoices shall include the following:
 - a. The Law Firm's monthly invoices shall state descriptions of hours worked and fees billed in the Law Firm's standard billing format using the rates and limited to the people set forth below.
 - b. In each monthly invoice, the Law Firm shall provide totals for individual tasks (if billing for more than one task) and for the statement as a whole, and shall show the sum of all amounts that the State has been paid to the Law Firm to the invoice date since the Agreement began.

The Law Firm shall obtain the Attorney General's prior written approval for travel other than from the Law Firm's offices to or from the presiding courthouse or the agency's location for administrative hearings (except in

cases of emergency to protect the client agencies' best interests), and the Law Firm shall not pay luxury or other excessively expensive fares for airlines, hotels, or other incidents of travel.

- c. No expenditures for food or beverages will be reimbursed except for working lunches in a reasonable amount as may be necessary.
- d. If the Law Firm desires to include in an invoice the cost of any services or products in connection with this Agreement, the Law Firm shall first obtain the Attorney General's prior written approval to include them. The Law Firm shall obtain approval for separately billing any of the Law Firm's services at the commencement of this Agreement.
- e. The following persons are authorized to provide labor for this Agreement at the following billing rates, and the Law Firm has noted below who will be lead counsel for this Agreement. The Law Firm shall not change lead counsel or other key attorneys without prior consultation with the Attorney General:

Names of Attorneys:

Steven G. Jones (lead counsel)
\$ 475 per hour

Janelle Bauer
\$475 per hour

Stephanie Hanawalt
\$305 per hour

Paralegals and Other Professionals:

Korinne Hale
\$ 210 per hour

- 4. **Contacts.** The following individuals are contact persons for the organizations named below for the purposes described under this Agreement, and they may be contacted using the information provided below. Notices given hereunder are effective upon receipt when delivered by overnight carrier or by email with confirmation of receipt, or three days after deposit in the U.S. mail.

Office of the Utah Attorney General:

Bret F. Randall
Division Director, Environment, Health
& Human Services
195 N 1950 W
Salt Lake City, Utah 84114
Email: bfrandall@agutah.gov
Phone: 435-414-0891

Law Firm:

Steven G. Jones
Ray Quinney & Nebeker P.C.
36 South State Street, Suite 1400
Salt Lake City, UT 84111
801-323-3394 (Direct)
206-356-3360 (Mobile)
sjones@rqn.com

Client Agency:

Utah Department of Environmental Quality
Bryce Bird
Director, Division of Air Quality
195 N 1950 W
Salt Lake City, UT 84116
801-536-4000
bbird@utah.gov

5. **Costs.** In addition to hourly charges, the Attorney General's Office will be invoiced for all costs and expenses the Law Firm incurs or advances on the Attorney General's behalf. The Attorney General will also be expected to reimburse the Law Firm for expenses that may be advanced on its behalf, including postage, automobile mileage (IRS reimbursement rate), process server fees and costs, overnight courier services, messenger and delivery fees, court fees, court-reporter fees, consultants' and experts' fees, translation costs, witness fees, parking charges, airline and other travel costs, and other similar items. Due to billing by third parties and other factors, some charges for costs may be delayed and will appear on subsequent or supplemental statements.
6. **Expenses.** By engaging the Law Firm, the Attorney General authorizes the Law Firm to incur reasonable expenses on its behalf that the Law Firm believes to be necessary and appropriate. In the event that those expenses are considerable, the Law Firm may request that the Attorney General's office pay those expenses directly.
7. **Estimate of Charges.** It is not generally possible to predict in advance the total charges for a matter. The Law Firm's charges will depend in large part on time expended, which often cannot accurately be estimated at the outset of the engagement, due to factors beyond both parties' control. At the Attorney General's request, the Law Firm agrees to provide an estimate of expenses that may be required to accomplish specific objectives. In the absence of a specific written agreement, any such estimate or budget will be neither a binding contract nor a binding bid for a certain sum.

8. **No Guarantees.** Although the Law Firm will use its best efforts to represent the Attorney General and the Client Agency, the Law Firm cannot and does not make any guarantee or assurance regarding the outcome or successful completion, resolution, or termination of any matter related to this engagement or its ongoing representation. Any expressions regarding possible outcomes are matters of the Law Firm's professional opinion only.

9. **Subpoena of Records.** In the event the Law Firm is required to respond to a subpoena or legal discovery device seeking records related to services it has performed for the Attorney General or the client agencies, or to testify by deposition or otherwise concerning such services, the Law Firm will first consult with the Attorney General as to whether the Attorney General wishes to assert its attorney-client privilege to the extent it may properly do so. The Attorney General agrees to pay the Law Firm reasonable fees and costs incurred in responding to any such discovery request, including, but not limited to, searching for and reviewing documents, photocopying costs, appearing at depositions or hearings, and otherwise litigating issues related to the discovery request.

10. **Future Services.** Except as may be specifically agreed in writing, these Terms and Conditions will apply to any additional services that the Attorney General may request to be performed by the Law Firm.