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## Retirement Section

**Robyn M. Smith**  
**ASHERS Executive Secretary**  
**Email:** [robyn.smith@ardot.gov](mailto:robyn.smith@ardot.gov)

**Phone:** (501) 569-2411  
**Fax:** (501) 569-2551

The Retirement Section is responsible for managing the Arkansas State Highway Employees' Retirement System (ASHERS) under the direction of the ASHERS Board of Trustees. The Section maintains all individual employee retirement accounts including both service retirement and the Deferred Retirement Option Plan (DROP). The Section monitors the investment portfolio and prepares all financial statements for the system.

Are you an ARDOT Retiree?



Fiscal Year Reports	ASHERS GASB 67/68	Publications
FY 2015	FY 2015	ArDOT Employees' Retirement Booklet 14th Ed.
FY 2016	FY 2016	
FY 2017	FY 2017	

### Retirement Forms

F19-295	Application for Tier II Drop
F19-299	Request For Benefits From The Drop Account
F19-300	Application For Deferred Retirement Option Plan
F19-301	Retirement Certificate Of Membership
F19-302	Retirement Notice of Change of Address
F19-305	Request to Establish Reciprocal Service Credit
F19-306	Retirement Claim for Military Service
F19-307	Retirement Change Of Beneficiary
F19-308	Retirement Request For Change Of Name
F19-309	Retirement Request For Refund of Accumulated Contributions
F19-310	Retirement Request For Retirement
F19-311	Retirement Application for Disability Retirement
F19-312	Retirement Spousal Consent of Retirement Option
F19-313	Retirement Forfeiture Of Future Benefits Statement
F19-314	Retirement Proof of Death
F19-315	Retirement Request for Settlement of Deceased Retiree's Account
F19-322	Annuity Direct Deposit Authorization Form
F19-323	Request for Retirement Calculation
F19-325	Request For Burial/Death Benefits
F19-327	Federal Withholding Certificate for ASHERS Retirees
F19-328	State Withholding Certificate for ASHERS Retirees

**BERNSTEIN LITOWITZ BERGER  
& GROSSMANN LLP**

NIKI L. MENDOZA (CA No. 214646)  
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*Attorneys for Lead Plaintiff ASHERS,  
Plaintiff Miami Police, and  
Lead Counsel in the Securities Actions*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE: VOLKSWAGEN "CLEAN DIESEL"  
MARKETING, SALES PRACTICES, AND  
PRODUCTS LIABILITY LITIGATION

MDL No. 2672 CRB (JSC)

**CLASS ACTION**

This Document Relates To:  
*City of St. Clair Shores*, 15-1228 (E.D. Va.)  
*Travalio*, 15-7157 (D.N.J.)  
*George Leon Family Trust*, 15-7283 (D.N.J.)  
*Charter Twp. of Clinton*, 15-13999 (E.D. Mich.)  
*Wolfenbarger*, 15-326 (E.D. Tenn.)

**FIRST AMENDED CONSOLIDATED  
SECURITIES CLASS ACTION  
COMPLAINT**

Judge: Hon. Charles R. Breyer  
Courtroom: 6, 17th Floor

1 **BERNSTEIN LITOWITZ BERGER**  
2 **& GROSSMANN LLP**

3 JAMES A. HARROD  
4 JAI CHANDRASEKHAR  
5 ADAM D. HOLLANDER  
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11 ross@blbglaw.com  
12 kate.aufses@blbglaw.com  
13 1251 Avenue of the Americas  
14 New York, NY 10020  
15 Tel: (212) 554-1400  
16 Fax: (212) 554-1444

17 *Attorneys for Lead Plaintiff ASHERS and*  
18 *Plaintiff Miami Police, and*  
19 *Lead Counsel in the Securities Actions*

20 UNITED STATES DISTRICT COURT  
21  
22 NORTHERN DISTRICT OF CALIFORNIA

23 IN RE: VOLKSWAGEN "CLEAN DIESEL"  
24 MARKETING, SALES PRACTICES, AND  
25 PRODUCTS LIABILITY LITIGATION

MDL No. 2672 CRB (JSC)

26 **CLASS ACTION**

27 This Document Relates To: Securities Actions  
28 *City of St. Clair Shores, 15-1228 (E.D. Va.)*  
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*Charter Twp. of Clinton, 15-13999 (E.D. Mich.)*  
*Wolfenbarger, 15-326 (E.D. Tenn.)*

**PLAINTIFFS' INITIAL DISCLOSURE  
STATEMENT PURSUANT TO  
FEDERAL RULE OF CIVIL  
PROCEDURE 26(a)(1)**

**BERNSTEIN LITOWITZ BERGER  
& GROSSMANN LLP**

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*Counsel for Lead Plaintiff Arkansas State Highway  
Employees Retirement System and Lead Counsel  
for the Class*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

MARK ROBERTI, Individually and  
on Behalf of All Others Similarly  
Situated,

Plaintiff,

v.

OSI SYSTEMS, INC., DEEPAK  
CHOPRA, ALAN I. EDRICK, and  
AJAY MEHRA,

Defendants.

Case No.: 2:13-cv-09174-MWF-VBK

CLASS ACTION

**AMENDED CLASS ACTION  
COMPLAINT**

1 (c) Awarding Lead Plaintiff and the Class their reasonable costs and  
2 expenses incurred in this action, including attorneys' fees and expert fees;

3 (d) Ordering the disgorgement of all profits that the Individual  
4 Defendants gained and losses that the Individual Defendants avoided to those Class  
5 members who purchased OSI common stock contemporaneously with the Individual  
6 Defendants' sales in OSI common stock; and

7 (e) Awarding such other and further relief as the Court may deem just  
8 and proper.

9 **JURY TRIAL DEMANDED**

10 Lead Plaintiff demands a trial by jury.

11 Dated: May 20, 2014

Respectfully submitted,

12  
13 BERNSTEIN LITOWITZ BERGER  
& GROSSMANN LLP

14 /s/ Timothy A. DeLange

15 TIMOTHY A. DELANGE

16 Blair A. Nicholas (Bar No. 178428)  
blairn@blbglaw.com  
17 Timothy A. DeLange (Bar No. 190768)  
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18 Richard D. Gluck (Bar No. 151675)  
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19 Matthew P. Jubenville  
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23 -and-

24 Gerald H. Silk  
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25 Avi Josefson  
avi@blbglaw.com  
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New York, NY 10019  
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28 Facsimile: (212) 554-1444



# STATE OF ARKANSAS

## PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #	AHTDLG4	FEDERAL I.D. #	13-3165559
VENDOR #	RET3834	MINORITY VENDOR	YES <input type="checkbox"/> NO XX

### 1. PROCUREMENT:

Check ONE appropriate box below for the method of procurement for this contract:

- ☐ ABA Criteria      ☐ Request for Proposal      ☐ Competitive Bid      XX Request for Qualifications  
☐ Intergovernmental      ☐ Emergency  
☐ Sole Source by Justification (*Justification must be attached*)      ☐ Sole Source by Intent to Award  
☐ Sole Source by Law - Act # \_\_\_\_\_ or Statute #: \_\_\_\_\_

### 2. TERM DATES:

The term of this agreement shall begin on 09/01/2013 and shall end on 06/30/2015  
(mm/dd/yyyy) (mm/dd/yyyy)

### 3. CONTRACTING PARTIES:

State of Arkansas is hereinafter referred to as the agency and contractor is herein after referred to as the Vendor.

AGENCY NUMBER & NAME	0091	Highway & Transportation Department – Retirement	<input type="checkbox"/> Service Bureau
VENDOR NAME	Bernstein Litowitz Berger & Grossmann LLP		
VENDOR ADDRESS	1285 Avenue of the Americas, New York, NY 10019		
TRACKING # 1		TRACKING # 2	

### 4A. PROJECTED TOTAL CONTRACT COST:

Projected total cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 13) \$ 0.00

### 4B. CALCULATIONS OF COMPENSATION:

For work to be accomplished under this agreement, the Vendor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ 0.00

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expenses \$ 0.00

Total compensation inclusive of expense reimbursement \$ 0.00



STATE OF ARKANSAS  
PROFESSIONAL CONSULTANT SERVICES CONTRACT

Contract # : \_\_\_\_\_

9. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

Attachment "A" Compensation and Billing Arrangements  
Attachment "B" Services

10. CERTIFICATION OF VENDOR

A. "I, Gerald Silk, Berstein Litowitz Berger &  
Grossmann LLP

Senior Partner

(Vendor)

(Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the Vendor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")

None.

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency? (If no controversies, please put "N/A" or "None")

None.

D. The Vendor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Vendor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Vendor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP
Gerald Silk	Senior Partner

STATE OF ARKANSAS  
PROFESSIONAL CONSULTANT SERVICES CONTRACT

Contract #: \_\_\_\_\_

15. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

Kera Crowder

Retirement Officer

(Name)

(Title)

501-569-2412

kera.crowder@arkansashighways.com

(Telephone #)

(Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

Larry Dickerson

Executive Secretary

(Name)

(Title)

501-569-2411

larry.dickerson@arkansashighways.com

(Telephone #)

(Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

Larry Dickerson

Executive Secretary

(Name)

(Title)

501-569-2411

larry.dickerson@arkansashighways.com

(Telephone #)

(Email)

16. AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY  
UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

17. SIGNATURES:

VENDOR

DATE

Senior Partner

TITLE

1285 Avenue of the Americas

New York, NY 10019

ADDRESS

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

AGENCY DIRECTOR

Executive Secretary

TITLE

10324 I-30

Little Rock, AR 72209

ADDRESS

DATE

07/19/2013 AF

DATE



## Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature April H. JTA Title Senior Partner Date July 2, 2013  
Vendor Contact Person Gracia H. S'ik Title Senior Partner Phone No. 212-554-1400

Agency use only

Agency Highway & Transportation Agency Contract  
Number 0091 Name Department - Retirement Contact Person Larry Dickerson Phone No 501-569-2411 or Grant No AHTDLG4

## Contractor Information

Contractor Name: *Bernstein Litowitz Berger & Grossmann LLP*  
Contractor Number: *RET3834*  
Contractor Address: *1285 Avenue of the Americas*  
Contractor City: *New York*  
Contractor State: *New York*  
Contractor Zip Code: *10019*  
Select Minority type,  
If applicable: *Not Applicable*

## Agency Contact Information

Contact Name: *Larry Dickerson*  
Contact Phone Number: *501-569-2411*  
Primary Email Address: *larry.dickerson@arkansashighways.com*  
Secondary Email Address: *kera.crowder@arkansashighways.com*

## Attachments

AHTDLG4.pdf

[Return to Main Menu](#)

STATE OF ARKANSAS  
PROFESSIONAL/CONSULTANT SERVICE CONTRACT

The Firm will not only advance all expenses incurred in connection with litigation – counsel's expenses, as well as all the incidental expenses of the client, such as travel – they also assume the risk for all expenses incurred by the fund managers hired by ASHERS. Therefore, if no recovery is achieved, the Firm will bear all costs.

STATE OF ARKANSAS  
PROFESSIONAL/CONSULTANT SERVICE CONTRACT

If requested by the Executive Secretary of the System, counsel will attend ASHERS' committee or board meeting to present information and advice and to respond to questions.

Counsel may be required to work in close cooperation with the Office of the Attorney General in any litigated matter.



# STATE OF ARKANSAS

## PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #	AHTDLG3	FEDERAL I.D. #	43-1983834
VENDOR #	RET5559	MINORITY VENDOR	YES <input type="checkbox"/> NO XX

### 1. PROCUREMENT:

Check ONE appropriate box below for the method of procurement for this contract:

- ☐ ABA Criteria      ☐ Request for Proposal      ☐ Competitive Bid      XX Request for Qualifications  
☐ Intergovernmental      ☐ Emergency  
☐ Sole Source by Justification (*Justification must be attached*)      ☐ Sole Source by Intent to Award  
☐ Sole Source by Law - Act # \_\_\_\_\_ or Statute #: \_\_\_\_\_

### 2. TERM DATES:

The term of this agreement shall begin on 09/01/2013 and shall end on 06/30/2015.  
(mm/dd/yyyy) (mm/dd/yyyy)

### 3. CONTRACTING PARTIES:

State of Arkansas is hereinafter referred to as the agency and contractor is herein after referred to as the Vendor.

AGENCY NUMBER & NAME	0091	Highway & Transportation Department – Retirement	<input type="checkbox"/> Service Bureau
VENDOR NAME	Nix Patterson & Roach, LLP		
VENDOR ADDRESS	205 Linda Drive, Daingerfield, TX 75638		
TRACKING # 1		TRACKING # 2	

### 4A. PROJECTED TOTAL CONTRACT COST:

Projected total cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 13) \$ 0.00

### 4B. CALCULATIONS OF COMPENSATION:

For work to be accomplished under this agreement, the Vendor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ 0.00

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expenses \$ 0.00

Total compensation inclusive of expense reimbursement \$ 0.00

18

STATE OF ARKANSAS  
PROFESSIONAL CONSULTANT SERVICES CONTRACT

Contract # : \_\_\_\_\_

9. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

Attachment "A" Compensation and Billing Arrangements

Attachment "B" Services

10. CERTIFICATION OF VENDOR

A. "I, Bradley E. Beckworth, Nix Patterson & Roach  
LLP

Partner

(Vendor)

(Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the Vendor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")

None.

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency? (If no controversies, please put "N/A" or "None")

None.

D. The Vendor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Vendor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Vendor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP
Bradley E. Beckworth	Partner



**STATE OF ARKANSAS  
PROFESSIONAL CONSULTANT SERVICES CONTRACT**

Contract #: \_\_\_\_\_

**15. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:**

Contact #1 – Agency Representative submitting/tracking this contract

Kera Crowder

Retirement Officer

(Name)

(Title)

501-569-2412

kera.crowder@arkansashighways.com

(Telephone #)

(Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

Larry Dickerson

Executive Secretary

(Name)

(Title)

501-569-2411

larry.dickerson@arkansashighways.com

(Telephone #)

(Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

Larry Dickerson

Executive Secretary

(Name)

(Title)

501-569-2411

larry.dickerson@arkansashighways.com

(Telephone #)

(Email)

**16. AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY  
UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.**

**17. SIGNATURES:**



July 16, 2013

VENDOR

DATE

Partner

TITLE

205 Linda Drive

Dalingerfield, TX 75838

ADDRESS



7-16-13

AGENCY DIRECTOR

DATE

Executive Secretary

TITLE

10324 I-30

Little Rock, AR 72209

ADDRESS

APPROVED:



DEPARTMENT OF FINANCE AND ADMINISTRATION

07/19/2013 AF

DATE

## Contract and Grant Disclosure and Certification Form

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.*

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature Bradley E. Beckworth Title Attorney/Partner Date July 2, 2013

Vendor Contact Person Bradley E. Beckworth Title Attorney/Partner Phone No. 903-645-7333 (main)  
903-645-7128 (direct)

Agency use only

Agency Highway & Transportation Agency

Number 0091 Name Department - Retirement Contact Person Larry Dickerson Phone No. 501-569-2411 or Grant No. AM10163 Contract

**Contractor Information**

Contractor Name: *Nix Patterson & Roach LLP*  
Contractor Number: *RET5559*  
Contractor Address: *205 Linda Drive*  
Contractor City: *Daingerfield*  
Contractor State: *Texas*  
Contractor Zip Code: *75638*  
Select Minority type,  
if applicable: *Not Applicable*

**Agency Contact Information**

Contact Name: *Larry Dickerson*  
Contact Phone Number: *501-569-2411*  
Primary Email Address: *larry.dickerson@arkansashighways.com*  
Secondary Email Address: *kera.crowder@arkansashighways.com*

**Attachments**

AHTDLG3.pdf

[Return to Main Menu](#)

STATE OF ARKANSAS  
PROFESSIONAL/CONSULTANT SERVICE CONTRACT

The Firm will not only advance all expenses incurred in connection with litigation – counsel's expenses, as well as all the incidental expenses of the client, such as travel – they also assume the risk for all expenses incurred by the fund managers hired by ASHERS. Therefore, if no recovery is achieved, the Firm will bear all costs.

STATE OF ARKANSAS  
PROFESSIONAL/CONSULTANT SERVICE CONTRACT

If requested by the Executive Secretary of the System, counsel will attend ASHERS' committee or board meeting to present information and advice and to respond to questions.

Counsel may be required to work in close cooperation with the Office of the Attorney General in any litigated matter.