

**W. L. Gore & Associates, Inc.**  
**OUTSIDE COUNSEL GUIDELINES**  
**2017**

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**I. Adoption and Applicability of Guidelines**

W. L. Gore & Associates, Inc., including its subsidiaries, (hereinafter "GORE") has adopted this Outside Counsel Guidelines (hereinafter "Guidelines") document in order to standardize its processes and

procedures in connection with legal matters in which GORE is involved. This document will set forth GORE's expectations and assist in creating a more efficient and effective working relationship with outside counsel.

GORE expects our outside counsel partners to adhere to these Guidelines. However, nothing in these Guidelines is in any way intended to interfere with your professional judgment or duties. These updated Guidelines are effective for all work performed from the date your firm accepts these Guidelines and are applicable to all outside counsel and vendors assigned to work on legal matters for GORE or any of its subsidiaries. In the event of a conflict with any other guidelines or policy document, retention agreement or engagement letter, these Guidelines shall control. You may not depart from these Guidelines without written approval from your GORE Contact. GORE encourages outside counsel to raise any questions regarding its Guidelines and billing expectations so that questions or concerns can be addressed.

GORE expects that all outside counsel it retains will review these Guidelines and indicate acceptance via the CounselLink™ system. No invoice will be processed until this acceptance is complete.

GORE reserves the right to modify these Guidelines at any time and will provide outside counsel at least thirty (30) days' notice prior to any substantive modifications taking place.

## **II. Conflicts of Interest**

Prior to being retained, GORE expects its outside counsel to investigate and resolve any potential conflicts of interest it may have in representing GORE. Outside counsel must affirmatively represent to GORE that it has done so and that no conflicts preventing its representation were found to exist and/or that any conflicts have been fully resolved. If any actual or potential conflicts are found, outside counsel must identify them in writing for GORE to review and consider prior to confirming any engagement. All requests to waive an actual or potential conflict shall be submitted in writing on firm letterhead to the attention of Gore's General Counsel. GORE will not pay for any time or costs incurred by outside counsel in fulfilling this obligation.

## **III. Retention/Engagement**

Outside counsel is to be engaged for GORE by either the GORE attorney or an authorized associate within Gore's Legal team ("GORE Contact") with knowledge of the matter. If someone other than your GORE Contact requests representation or requests a change in the scope of services to be rendered, you must first consult with your GORE Contact and obtain his/her approval.

Matters will be assigned to outside counsel through GORE's chosen matter management and electronic billing provider, LexisNexis CounselLink™. You will either be instructed to accept the matter assignment within CounselLink or the matter will be automatically accepted on behalf of your firm.

## **IV. Staffing**

Your firm has been selected to represent GORE based on its expertise and efficacy. GORE expects its outside counsel to staff projects appropriately based on the nature and complexity of the legal work, engaging the smallest number of knowledgeable professionals necessary to get the job done. We expect the firm to strike the optimal balance between the efficiency a more experienced lawyer brings to a given task and the advantages of having other tasks performed by a less senior lawyer or paralegal.

GORE expects matters to be staffed at their inception by timekeepers approved by your GORE Contact

through a Fee Offer submitted through CounselLink. If additional timekeepers are subsequently required to staff the matter, outside counsel must obtain approval from the GORE Contact prior to the new timekeepers commencing work on the matter. Such approval should immediately be followed by a Fee Offer submitted through CounselLink documenting this change.

Duplication of effort within the firm is to be avoided and GORE will not pay for tasks or work done that appears duplicative. Unless approved by GORE in advance, GORE will not reimburse you for time spent by more than one attorney or timekeeper attending meetings, witness interviews, depositions, hearings, negotiations, trials and similar activities.

GORE also asks you to keep to a minimum the involvement of more than one attorney or timekeeper in telephone conferences. Multiple timekeepers attending trial should be discussed and approved by GORE in advance. GORE will not reimburse you for the time firm members spend in giving each other periodic matter status reports. GORE will not pay for tasks that are supervisory in nature including instructions regarding work assignments.

GORE expects all timekeepers to work efficiently and avoid devoting excessive hours to a single project on any particular day. GORE will not pay, unless approved in advance, more than ten (10) hours of time spent by any one timekeeper on any one GORE matter in a given day.

To achieve efficiency and value, the roles and responsibilities of the staff members should be clearly defined and appropriate to each individual's qualifications and level of experience. Attorney, paralegal, and legal assistant time billed should not include tasks that are more appropriate for clerical or secretarial personnel, such as stamping or numbering documents, indexing or tagging exhibits, organizing files or reproducing documents. Please review the Clerical and Administrative task lists below so it is clear which tasks should not be billed no matter who performs the work.

GORE does not expect to be billed and will not pay for time submitted for librarians, secretaries, billing, filing, clerks, internal messengers/couriers, law clerks, summer associates, temporary or clerical support staff, word processors, and IT professionals.

GORE expects to be informed and consulted on the engagement of any experts, consultants, litigation support vendors and e-discovery vendors. Prior approval should be obtained before hiring any third party vendors on non-litigation matters. Outside counsel is responsible to insure all third party vendors are aware of and comply with this Guidelines document when applicable.

#### **V. Matter Management & Reporting Requirements**

GORE may find it necessary to impose other billing requirements and policies during the engagement as appropriate to effectively and efficiently manage the matter. Prior notice will be given and the matter discussed with counsel if this is deemed necessary. Please discuss the reporting requirement of your GORE Contact for each matter you are assigned.

#### **VI. Alternative Fee Arrangements**

GORE expects our firm partners to develop and propose innovative and mutually beneficial fee alternatives to the conventional hourly billing model. These could include but are not limited to fixed or flat fees, blended rates, contingency fees, etc. These alternative fee arrangements will be agreed to at the start of a matter and documented in writing and implemented using CounselLink.

## VII. Prompt Pay Discounts

Based on competitive industry practices, GORE expects to be afforded the opportunity for a prompt pay discount from its law firms. Please include a prompt pay discount of 1.5% on your Fee Offer in CounselLink. GORE will apply the discount and pay your law firm within 15 days of invoice receipt within CounselLink.

## VIII. Billing and Expense Guidelines

### 1. Rates

Billing is to be at the current approved rate. Law firms will submit a Fee Offer of current rates for the work performed for GORE through CounselLink for review and approval by GORE. Note: The Fee Offer should be submitted at the time of engagement as GORE does not back date Fee Offers. Charges submitted at a rate that exceeds the approved CounselLink Fee Offer rate will be either rejected or reduced to the approved rate. All annual increases for the next calendar year are requested to be submitted through CounselLink as a Fee Offer by January 31 each year with an Effective Date of April 1.

### 2. Invoicing

Upon accepting these Guidelines, ALL invoices will be submitted to GORE through CounselLink. Instructions on how to submit invoices to CounselLink are attached hereto as Exhibit A - "Invoice Submission."

***A separate invoice must be submitted for each matter for which your firm has performed work during the relevant time period.***

### 3. Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- GORE's matter number
- Date services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the service provided or task performed for each specific task. "Block Billed/Block Billing" descriptions (grouping multiple activities under a single time charge) is prohibited. The description should clearly state the nature of the task performed sufficient to allow the GORE reviewer to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples include, but are not limited to: "as analysis," "conference," "attention to matter," "worked on discovery," "work on file," "prepare for meeting," "miscellaneous," "other," etc.
- Time entry to the nearest tenth (0.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

If your firm provides services on more than one matter during a billing period, a separate invoice for each matter is required. Block Billing will not be accepted. Please refer to Exhibit A - "Invoice Submission" for a discussion of Block Billing and how to properly format your charge entries.

4. **Time Frames for Billing**

Invoices should be submitted monthly, the month following the date the service is provided or cost incurred. Charges for time expended or costs incurred which are greater than 90 days old at the time of invoice submission are considered untimely and will not be paid without direct engagement with your GORE contact. Invoices will not be accepted for more than 180 days after a matter has been closed.

5. **Clerical Tasks**

GORE will not reimburse outside counsel for the clerical tasks regardless of the personnel performing the task. These non-reimbursable tasks include but are not limited to the following:

- Calendaring/docketing
- Word processing
- Data processing
- Faxing documents
- Mailing documents
- Preparing transmittal letters
- Photocopying documents or files
- Organizing documents or files
- Updating documents or files
- Labeling
- Printing documents
- Collating or Bates stamping documents
- Document indexing
- Scanning or coding documents
- Binding documents
- Filing, serving or hand-delivering documents
- Other general clerical tasks

6. **Administrative**

GORE will not reimburse for administrative tasks that it would expect to be included in the outside counsel billing rates. Non-reimbursable tasks include but are not limited to:

- Preparation of timesheets and invoices
- Preparation of the budget, work plan or staffing proposal
- Opening/closing files
- All tasks related to conflicts checking
- Receiving and processing mail/faxes/email
- Scheduling appointments, events, depositions, conferences, deliveries, or travel
- Interacting with vendors and vendor invoice processing (calls, processing invoices, etc.)
- Secretarial billings
- Database administration including maintenance, data loading, data conversion, etc.
- Internal messengers
- Attendance at seminars, continuing legal education or conferences
- Other general administrative tasks

7. **Legal Research**

Legal research should be undertaken when necessary to protect GORE's interests. GORE will pay for time spent conducting necessary legal research. GORE would normally expect research projects to be conducted by experienced associates instead of partners. GORE expects to benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist GORE will pay only for actual time spent updating or tailoring the same to its needs. GORE will

not pay for research regarding fundamental concepts or local rules, the understanding of which is assumed by your firm's retention.

**8. Third-Party Disbursements**

Whenever possible, outside counsel should pay all third-party invoices (i.e., expert witnesses, court reporters, etc.) and then submit those charges as disbursements on the firm's monthly invoice to GORE as an expense item, with supporting documentation/invoice attached using the Document Attachment feature in CounselLink. Should an exception occur, contact GORE to discuss handling.

**9. Expenses**

Each expense or disbursement shall be billed at actual out-of-pocket cost. No mark-ups or administrative fees may be added, nor will they be paid by GORE. Each expense or disbursement should be itemized with a description sufficient for review, units, price per unit and total cost. GORE may refuse to pay for disbursements billed as "miscellaneous," billed in a group, (i.e., Travel expenses \$4000.00) or disbursements without any description. Specific expenses and disbursements, reimbursable and non-reimbursable, are addressed in the sections below.

**10. Law Firm Overhead**

GORE will not reimburse for the following overhead expenses that should be considered part of the firm's cost of doing business. Such expenses include but are not limited to:

- Electronic research (i.e. Lexis, Westlaw, CourtLink)
- Overtime expenses including overtime hours, meals and transportation
- Temporary staff charges
- Office rent/utilities
- Office supplies
- First class postage
- Interest on unpaid invoices
- In-house accounting fees
- Internet service fees
- Cellular telephone charges
- Local or long distance charges
- Facsimile charges
- Firm conference rooms
- Temporary office space
- Equipment rental
- Storage charges
- Laser printing
- Case management or litigation software or systems
- Computer hardware and software
- IT charges/database administration including database maintenance
- Costs of computer support or IT professionals
- Temporary word processing or clerical staff (regular and overtime charges)
- Internal messengers and couriers
- Subscriptions, books, periodicals, publications
- Professional association fees
- Group outings or hospitality
- Client entertainment
- Business meals or refreshments during the course of a work day (unless associated with travel, trials, meetings or depositions)

- Local mileage - 50 miles or less

**11. Photocopies**

GORE will pay for photocopies at a rate not to exceed \$0.10 per page. Color photocopies will be reimbursed at a rate not to exceed \$0.75 per page.

**12. Express Mail/Messengers**

GORE will not pay for Federal Express, Express Mail, or other overnight messenger/courier charges unless the use of such services was necessitated by time constraints imposed by GORE or because of the need for reliability given the nature of the items being transported. If these services must be used, and unless required for specific filing, packages must be sent for afternoon delivery, not morning delivery.

**13. Telephone & Facsimile**

GORE will not pay for local or long distance telephone calls, or mobile telephone calls. GORE will not pay for receipt or delivery of facsimile transmissions. However it is preferred that, when feasible, correspondence and documents be transmitted by secure e-mail.

**14. Travel**

GORE expects that its outside counsel will use travel time spent on GORE matters as productively as possible. GORE will not pay for non-productive travel time unless prior approval is received. Charges for attorney/staff time during travel shall not be billed if the time is spent doing work on non-GORE matters or is billed to another client. If the travel involves another client, GORE expects to only be billed for its proportionate share for both time and expenses.

GORE will reimburse reasonable and actual charges for transportation, lodging and meals necessary for effective representation. Personal travel expenses will not be reimbursed. Personal travel expenses include salon expenses, alcohol, in-room or in-flight movies or entertainment, excess baggage expenses, travel agency expenses, shoe shines, toiletries, and luggage. Please discuss arrangements for international travel in advance with GORE.

1. **Air Travel.** Air travel should be economy or coach class for all domestic travel. Business class may be used for international travel with GORE approval. GORE will not reimburse the cost of first class travel, and expects that travel arrangements will be made far enough in advance to take advantage of any available cost effective discounts or special rates. Air travel receipts should be attached to the invoice using the Document Attachment feature in Counsellink. See the instructions for attaching documents in Exhibit B.
2. **Accommodations.** GORE expects outside counsel to use good judgment when choosing accommodations and will compensate for hotel expenses consistent with the average moderately priced overnight accommodations for the geographical region. GORE will not reimburse outside counsel for four or five-star hotels unless approval is received in advance. GORE will not reimburse for mini-bar expenses, in-room movies or entertainment or laundry. Overnight parking will also be compensated if a rental car is necessary. Hotel expenses should be itemized with the daily rate and the number of days and the receipts should be attached to the invoice using the Document Attachment feature in Counsellink.
3. **Meals.** GORE will reimburse for meals while outside counsel is traveling on GORE business. Meals should be consistent with the average moderately priced meals for the geographical region. GORE will not reimburse for any meals not associated with travel unless prior approval has been received from GORE counsel.
4. **Ground Transportation.** Unless it is more cost effective to do otherwise, or prior approval has been received from GORE, public transportation including taxis, rather

than rental vehicles, should be utilized. If it is necessary to utilize a rental car GORE will reimburse for up to mid-size class. GORE will also reimburse for tolls and parking when a rental car is required. GORE will also not reimburse for limousines or town cars unless it is the most cost effective means of transportation.

Should outside counsel use a personal vehicle for approved travel, mileage will be reimbursed at the current IRS rate. Local mileage (under 50 miles) will not be reimbursed.

#### **IX. Confidentiality**

GORE may provide outside counsel with copies of confidential and proprietary information relevant to the work outside counsel is performing on GORE's behalf. None of these documents or materials should be used by outside counsel directly or indirectly of any purpose other than in connection with its representation of GORE.

#### **X. Sarbanes-Oxley (U.S. Only)**

GORE expects that your firm will act in accord with Section 307 of the Sarbanes-Oxley Act of 2002 and all rules enacted pursuant to the Act. GORE expects that you have an internal policy or process in place to assure compliance with these provisions. Copies of any reports prepared pursuant to this act should also be sent to the General Counsel and the relevant GORE Contact. All questions concerning any reporting should be directed to GORE's General Counsel.

#### **XI. Records Retention**

Upon completion of an assignment for GORE, all original records or documents must be returned to GORE. All other documents or other information gathered through the course of the assignment may not be destroyed except with written permission of the GORE Contact. If notified by GORE that any information in your firm's possession is subject to a Litigation Hold, all relevant information should be preserved unless otherwise directed by a member of the GORE legal department.

#### **XII. Media Contact**

All inquiries from the media regarding any of GORE's legal or business matters will be handled by GORE personnel. If outside counsel is contacted by the media, inquiries must be directed to GORE's General Counsel. You should also notify the GORE Contact responsible for the matter. Outside counsel is not at liberty to speak to the media regarding any GORE matters without the express approval of GORE.

#### **XIII. Use of GORE Name (including any subsidiaries)**

Your firm is not authorized to use the GORE name, the name of any of its subsidiaries, or any of GORE's trademarks in any firm marketing materials, websites, presentations, or other media unless written approval has been received from the GORE legal department. In addition, discussion of any GORE legal matters during presentations, round tables, seminars, or the like is strictly prohibited.

#### **XIV. Environmental Responsibility**

GORE is committed to pursuing environmental and green initiatives. GORE requests that, whenever practicable and reasonable, its law firms and vendors consider the environment before printing documents, use electronic means for the transmission/filing of documentation, and use technology in lieu of travel in making appearances.

## EXHIBIT A

### INVOICE SUBMISSION

#### Invoice Submissions

To secure prompt and accurate payments to your firm, invoices in structured data format (LEDES) submitted via the web site [www.counselink.net](http://www.counselink.net) are preferred. When necessary, GORE will accept invoices, in other formats, including e-mailing a .PDF or ASCII invoice or mailing a white paper invoice.

#### Submission of a Structured Data File to CounselLink

- Export the invoice to the LEDES (ASCII) structured data format
- Log into [www.counselink.net](http://www.counselink.net) using your assigned login and password
- Click on the **Upload Invoice** link on the law firm **Home** page
- Browse to the saved LEDES invoice, select it and click "**Open**"
- Complete any other necessary information on the **Invoice Submission** page and click "**Submit File**"

#### Creating an Invoice in CounselLink

- Log into [www.counselink.net](http://www.counselink.net) using the provided login and password
- Click on the **Matter Search** link on the law firm **Home** page
- Search for the matter on which the invoice is to be submitted
- Select "**Create Invoice**" from the **Action** bar dropdown
- Enter information on the "**Edit Invoice Screen**" if applicable and click on **Submit**
- Enter fees and expenses from the invoice screen
- **Submit invoice**

#### Alternative Forms of Submission

**Email:** A .PDF file or ASCII format copy of the invoice may be submitted via email to [dept165@examen.com](mailto:dept165@examen.com). Submit only ONE INVOICE PER .PDF file, although multiple .PDF files may be attached to a single email.

**Paper:** An original copy of an invoice on white paper. If submitting paper invoices, a separate invoice must be submitted for each matter. When submitting invoices for multiple matters at one time, each invoice must begin on a new sheet of paper and must have a unique numerical identifier. Unique invoice numbers for individual matters may be created by adding a suffix to the invoice number created by your system (e.g., 12345-1, 12345-2, 12345-3, etc.).

Paper invoices should be sent to GORE c/o LexisNexis CounselLink, Attention: Department 165, 1801 Varsity Drive, Raleigh, NC 27606.

#### Invoice Returns

Invoices and the charges they reflect that in all respects conform to this Policy will be promptly processed for payment. Invoices or charges that do not conform to this Policy may be returned to your firm, in whole or in part, for correction. Invoices may also be returned for the following reasons:

- Firm has not acknowledged these Guidelines
- Invoice is not in the proper format
- Invoice contains a math error
- Invoice contains Block Billed charges
- No invoice number
- Duplicate invoice number
- Invoice date is in the future
- Charge date is in the future
- Invoice is an exact duplicate of previous invoice
- Fee charges do not contain a date
- Fee charge does not contain date, timekeeper, units and rate
- Time increments not in tenths of an hour
- Unknown timekeeper
- No approved rate
- Expense charge has no description
- Unknown or incorrect LF Matter ID
- At Client's discretion

### **Block Billing on Invoices**

Invoices should set forth in detail the related professional, the distinct tasks and activities performed by each professional, the time expended in tenths of an hour and fees charged for that work in separate time entries. Additionally, the task description must be sufficiently descriptive in order to identify the facility, location or office involved. Descriptions of blocks, batches of activities or tasks under one charge (i.e., "Block Billing") are unacceptable. Invoices that contain any Block Billing entries will be returned.

For example, an invoice containing the following entry will be returned:

<u>Hours</u>	<u>Description</u>
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1.5	Reviewed plaintiff's interrogatory responses; prepared letter to opposing counsel regarding settlement options; continue drafting motion for summary judgment.
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An acceptable method to enter the time entry would be:

<u>Hours</u>	<u>Description</u>
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1.5	Reviewed plaintiff's interrogatory responses (.3); prepared letter to opposing counsel regarding settlement options (.4); continue drafting motion for summary judgment (.8).
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### **CounselLink Customer Support**

CounselLink technical expertise is available to GORE's outside counsel at no cost.

For technical support, please contact LexisNexis CounselLink's Customer Support Department at 800-600-2282, option 2, then 1. If outside the United States, please contact +1-916-679-3899.

## **EXHIBIT B**

### **DOCUMENT ATTACHMENT**

Law firms are able to attach case supporting documents such as pleadings, status reports and third-party invoices electronically to either an invoice or a matter. Outside counsel may be requested to upload specific documents to a matter or invoice. Documents will be permanently attached to the invoice or matter unless removed by the individual who attached them. Only the law firm and Client will be able to view the documents. Most document formats are accepted including PDF files.

**PLEASE DO NOT USE DOCUMENT ATTACHMENT TO SUBMIT LAW FIRM INVOICES.**

**Attaching a document to an Invoice (e.g. expense receipts)**

- Log in to [www.counsellink.net](http://www.counsellink.net)
- From the **Home** page, click on either **Created** or **Scheduled** Invoices (dependent upon the status of your invoice)
- Click on the **CounselLink Invoice Number**
- To add or search for a document, click on the **Documents** link
- To add a document, click on the **Add Document** link
- Type in the document name as you want it to appear in CounselLink
- Browse your file directory for the document to add by clicking the **Browse** button
- Select the **Category** from the drop down
- Select "**Yes**" from the **Shared** drop down
- Select "**Public**" from the **Access Level** drop down
- Enter a free form description of the document in the **Description** box
- Enter a key word to assist in future searches in the **Key Word** box
- Click on **Save**

**Attaching a document to a Matter (e.g. Initial Report, pleadings, summaries)**

- Log in to [www.counsellink.net](http://www.counsellink.net)
- From the **Home** page, click on **Matter Search**
- Enter the **Matter Search** criteria
- Click on the **Matter ID** or **Matter Title**
- Select **Documents** from the **Action** drop down
- Type in the document name as you want it to appear in CounselLink
- Browse your file directory for the document to add by clicking the **Browse** button
- Select the **Category** from the drop down
- Select "**Yes**" from the **Shared** drop down
- Select "**Public**" from the **Access Level** drop down
- Enter a free form description of the document in the **Description** box
- Enter a key word to assist in future searches in the **Key Word** box
- Click on **Save**