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*Attorneys for Plaintiff*

IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH

|                    |   |                           |
|--------------------|---|---------------------------|
| MARK L. SHURTLEFF, | ) | COMPLAINT AND JURY DEMAND |
|                    | ) |                           |
| Plaintiff,         | ) | TIER 3                    |
|                    | ) |                           |
| vs.                | ) |                           |
|                    | ) | Case No. _____            |
| STATE OF UTAH,     | ) |                           |
|                    | ) | Judge: _____              |
| Defendant.         | ) |                           |
| _____              | ) |                           |

Plaintiff Mark L. Shurtleff complains against defendant the State of Utah as follows:

INTRODUCTION AND SUMMARY OF CLAIMS

1. This is an action seeking recovery of attorney's fees plaintiff incurred in successfully defending criminal charges asserted against him by defendant. Defendant is contractually obligated to pay those fees pursuant to a cooperation agreement between plaintiff and defendant; and is obligated to pay them by statute as well.

2. Plaintiff Mark L. Shurtleff is a resident of Salt Lake County, State of Utah, and is the former three-term Utah Attorney General.

3. Defendant State of Utah is a governmental entity and, under UTAH CODE § 63G-7-102(3) and (9), includes “each office, department, division, agency, authority, . . . institution . . . or other instrumentality of the state.”

4. The Utah Attorney General is a governmental entity of the State. It constitutes an “office, department, division, agency, . . . authority, institution . . . or other instrumentality of the state” within the Executive Branch of State government under Article VII, Section 1 of the Utah Constitution. UTAH CODE § 63G-7-102(9).

5. At all times relevant to the claims asserted in this complaint, Sean Reyes was the Utah Attorney General.

6. Under UTAH CODE § 63G-7-301(1)(a), governmental immunity is waived “as to any contractual obligation.”

7. Under UTAH CODE § 63G-7-301(1)(b), actions arising under contract are not subject to the notice and undertaking requirements of Utah Code Ann. §§ 63G-7-401, -402, -403 and -601.

8. Jurisdiction in this Court is proper under UTAH CODE § 78A-5-102(1).

9. Plaintiff resides in and the conduct alleged herein, including defendant’s breaches of contract and breaches of the covenant of good faith and fair dealing, occurred in Salt Lake County, State of Utah. Venue in this Court is proper under UTAH CODE § 78B-3-304.

10. On December 19, 2014, asserting that “[s]eeking the truth about the charges against former leaders of this office and any others [sic] individuals who may or may not be culpable is an integral part of putting the past behind us and maintaining public trust,” General Reyes appointed Troy S. Rawlings, the Davis County Attorney, as Special Assistant Attorney General for the State of Utah pursuant to UTAH CODE § 67-5-9(3). A true and correct copy of the letter of appointment is attached hereto as Exhibit A.

11. General Reyes appointed Rawlings as Special Assistant Attorney General because Reyes had concluded it would be “imprudent if not impossible for [the Office of the Utah Attorney General] to pursue cases against its former leaders and others who may be involved.”

12. The appointment granted Rawlings unfettered ethical, legal and constitutional authority and discretion to investigate and prosecute Shurtleff and others on behalf of the Office of the Utah Attorney General and the State of Utah, including discretion to resolve any and all criminal charges through negotiation, enter agreements, and issue grants of immunity. The appointment continued and superseded a prior appointment of Rawlings in February 2013.

13. In order to improve and maintain public trust, prevent ethical violations and avoid even the appearance of impropriety, General Reyes claimed to be completely walled-off from the Shurtleff prosecution. General Reyes created “[a] conflict screen . . . to separate [Rawlings’] activities as Special Assistant Attorney[] General from all other

personnel in the Utah Attorney General's Office . . . with the exception of" two people, not including General Reyes.

14. Pursuant to his directive, his ethical concerns and the "conflict screen," General Reyes assured Rawlings that General Reyes and the Office of the Utah Attorney General would "not direct how, when or against whom you may choose to bring charges or how you try such matters in court or negotiate pleas or other resolutions related thereto."

15. General Reyes further authorized Rawlings to "take the time you need to thoroughly investigate and prosecute the matters described above as you see fit and consistent with all ethical, constitutional and other legal duties."

16. During the course of the prosecution, Rawlings discovered that there had been serious misconduct on the part of several of the State's investigators, including numerous willfully false and misleading statements in affidavits they submitted to the court and later released to the public.

17. Confronted with these and other meritorious defenses developed by Shurtleff's counsel, the State searched for a way to save face by salvaging some benefit from its massive investment of resources into the prosecution of the case. Rawlings and Shurtleff's counsel therefore explored the possibility of a cooperation agreement whereby Shurtleff would agree to cooperate in other investigations in exchange for dismissal of the charges in a manner that preserved his statutory right to reimbursement of his attorney's fees.

18. Shurtleff's proposed cooperation agreement was based, in large part, on (a) the weakness of the State's allegations and the fact that significant allegations relied on materially false representations and omissions of investigating agents; (b) the strength of Shurtleff's defenses to the criminal charges; (c) ongoing, systemic problems with discovery including massive unsearchable electronic files, missing or destroyed evidence, and extensive *Brady/Giglio* materials that were never made available; and (d) Shurtleff's possession of information the State believed could be helpful in the investigation and possible prosecution of others.

19. On December 16, 2015, Shurtleff's counsel prepared and sent Rawlings a draft cooperation agreement which included the following language:

#### MARK'S CONSIDERATION

Mark would make himself available for further debriefing relating to any and all areas in which you have interest that fall within his knowledge. That could include personal knowledge or information he has received from others that could provide you leads or confirmation or verification of facts. You have met once with Mark and reviewed his 302s so you are aware of some information he has concerning Jeremy Johnson, John Swallow, Harry Reid, Brent Ward, DOJ, the poker industry and its 'lobbying efforts' and others. Mark would also make himself available for full debriefing on the Mimi's meeting with Mr. McBride, and any interactions and conversations he had with people at Pelican Hill. The agreement would include his truthful testimony before a grand jury proceeding(s) and/or a preliminary hearing(s) and/or at any trial(s) of others.

#### STATE'S CONSIDERATION

We would file a motion to dismiss the remaining claims against Mark with prejudice at an agreed upon time. We would draft a motion to dismiss to include language to which both sides could agree. The State would not oppose the motion. The State would also agree not to file any further charges against Mark based on any information gathered pursuant to recent or current investigations of which you are aware.

20. Rawlings met with counsel for Shurtleff on February 15, 2016 to discuss potential resolution of the case. In that meeting, the parties agreed to the broad outlines of a proposed resolution, which would include (a) Shurtleff would fully cooperate in certain matters including an anticipated grand jury investigation of certain individuals which the Special Assistant AG was seeking to authorization to impanel, (b) Shurtleff would be the moving party in filing motions to dismiss all pending criminal charges against him, (c) the State would not oppose Shurtleff's dispositive motions and (d) the State would not renew or bring additional or new charges against Shurtleff based on any information under investigation or of which the State was aware at the time the parties entered the Cooperation Agreement.

21. In the following months, it became clear that the *Brady/Giglio* material would not be produced, and so the parties continued their conversation concerning dismissal of the charges in exchange for cooperation.

22. Shurtleff filed dispositive motions in the criminal case on June 24 and July 1, 2016.

23. On July 15, 2016, the court issued an order noting the State had not timely opposed Shurtleff's motions to dismiss and ordered the State immediately to file either an opposition or a notice with the court that the State was not opposing Shurtleff's motions.

24. On July 15, 2016, Rawlings confirmed with counsel for Shurtleff that the cooperation agreement as proposed by Shurtleff had not been withdrawn and was still on the table and could be a means to resolve the case so long as the State did not oppose

Shurtleff's pending motions and attempt to undermine his statutory right to seek attorney's fees and costs.

25. The State understood that Shurtleff conditioned the Cooperation Agreement on his statutory right and ability to recover fees and costs from the State in the event of dismissal and therefore insisted on being the moving party.

26. Under UTAH CODE § 52-6-201 (the "Reimbursement Statute"), a public official "shall be entitled to recover from the public entity reasonable attorney fees and court costs necessarily incurred in the defense" of a dismissed indictment or counts unless "quashed or dismissed upon application or motion of the prosecuting attorney." UTAH CODE. § 52-6-201(a)-(b), -(d). The defendant may also "recover reasonable attorney fees and costs" incurred in successfully pursuing such fees. *Id.*, § 52-6-201(c).

27. As a former public official who served the State for over two decades, Shurtleff intended and was entitled to ask the court to award fees and costs following dismissal.

28. After the time to respond to the dispositive motions had come and gone with no State opposition to the motions, General Reyes breached the ethical wall he had allegedly erected, and instructed the Special Assistant to file a motion to dismiss specifically for the purpose of defeating Shurtleff's statutory claim for attorney's fees.

29. General Reyes' response and reaction to Shurtleff's dispositive motions was an intrusion into the Shurtleff prosecution specifically calculated to circumvent Shurtleff's statutory right as a former public official to seek reimbursement and indemnification for his fees and costs of defense pursuant to UTAH CODE § 52-6-201.

30. On July 18, 2016, instead of responding to Shurtleff's motion as the court had directed, the State breached the cooperation agreement by filing its own motion to dismiss, even while at the same time announcing that the existence of the cooperation agreement the State had entered with Shurtleff was the principal basis for its decision to dismiss the charges.

31. In its Ruling and Order, the court accepted the State's representation that the parties had entered and were operating under an "ongoing" cooperation agreement as a basis for the State's motion and for the court's order of dismissal, and granted the State's motion without further consideration of Shurtleff's motions.

32. General Reyes directly breached his own ethical "conflicts screen," which he established for the express purpose of improving and maintaining the public trust in and reputation and appearance of the Attorney General's Office and avoiding even the appearance of impropriety.

33. Prioritizing avoiding the statutory payment of fees over ethics, General Reyes' conduct also violated public policy by undermining and interfering with the application of express legislative policy enunciated by statute to indemnify and reimburse public officials who are charged with and successfully defend criminal charges.

34. General Reyes' intrusion into the case in violation of his own office-wide ethical "conflict screen" caused the State to breach the cooperation agreement and the covenant of good faith and fair dealing.

## CLAIMS FOR RELIEF

### FIRST CLAIM FOR RELIEF (Statutory Right to Payment Of Fees)

35. Shurtleff incorporates herein all facts set forth in the preceding paragraphs.

36. Utah Code 52-6-201(1) provides that upon dismissal of criminal charges against an officer or employee of the State “arising out of any act or omission of that officer or employee during the performance of the officer or employee’s duties, within the scope of the officer or employee’s employment, or under color of the officer or employee’s authority,” the officer or employee “shall be entitled to recover reasonable attorney fees and court costs necessarily incurred in the defense of that indictment or information from the public entity.”

37. The Legislature intended this statute to ensure that public officials would not be financially ruined by a criminal case involving allegations of public misconduct, when the case itself does not result in conviction. *See Acor v. Salt Lake City Sch. Dist.*, 2011 UT 8, ¶¶ 1-2, 247 P.3d 404 (noting statute was “aimed at protecting public employees from the costs of successfully defending against criminal charges that arise out of public employment”).

38. Shurtleff was an officer or employee of the State, and the criminal charges against him arose out of actions during the performance of his duties and within the scope of his employment as Attorney General of the State of Utah.

39. Although the statute provides an exception to payment where “the indictment or information is quashed or dismissed upon application or motion of the

prosecuting attorney,” in the present case Rawlings’ motion to dismiss was intended to facilitate the dismissal of the charges pursuant to Shurtleff’s motions. It was the functional equivalent to acquiescence in Shurtleff’s motion, as evidenced in part by its timing and in part by its recital of the cooperation agreement as the basis for the motion.

40. Application of the exception in the context of this case would frustrate the Legislature’s purpose and intent to protect public employees from financial ruin.

41. Shurtleff incurred attorney’s fees of approximately \$1,100,000 in successfully defending, and obtaining dismissal of, the charges against him.

42. Shurtleff is entitled to recover those fees, and his fees and costs of collection herein, pursuant to UTAH CODE § 52-6-201.

**SECOND CLAIM FOR RELIEF**  
**(Breach of Contract)**

43. Shurtleff incorporates herein all facts set forth in the preceding paragraphs.

44. Shurtleff and the State entered a valid, binding cooperation agreement.

45. The State’s representations in its motion to dismiss constituted the State’s acceptance of the terms Shurtleff required as express conditions to entering the Cooperation Agreement which Shurtleff agreed were still “on the table” as of July 15, 2016 and not withdrawn.

46. By filing its own motion to dismiss as the calculated means to circumvent specific consideration for which Shurtleff had bargained, the State breached the terms of the Cooperation Agreement under the specific direction of General Reyes.

47. Elevating his desire to avoid paying Shurtleff's attorney fees over his clear ethical pronouncement, Reyes breached the conflicts screen and the office-wide ethical terms and conditions he directed in the Special Appointment.

48. The State's motion thwarted Shurtleff's dispositive motions, thereby depriving Shurtleff of significant consideration for which he had bargained as an express condition for entering the Cooperation Agreement with the State.

49. Shurtleff has incurred and sustained considerable damages as a result of the State's breach, in an amount to be determined at trial, but not less than \$1,100,000.

50. Shurtleff is entitled to recover his fees and costs of collection herein pursuant to UTAH CODE § 52-6-201.

THIRD CLAIM FOR RELIEF  
(Breach of Covenant of Good Faith and Fair Dealing)

51. Shurtleff incorporates herein all facts set forth in the preceding paragraphs.

52. Shurtleff and the State entered a valid, binding contract.

53. "An implied covenant of good faith and fair dealing inheres in every contract. Under the covenant of good faith and fair dealing, both parties to a contract impliedly promise not to intentionally do anything to injure the other party's right to receive the benefits of the contract." *Eggett v. Wasatch Energy Corp.*, 2004 UT 28, ¶ 14, 94 P.3d 193 (citations omitted).

54. Defendants breached the covenant of good faith and fair dealing.

55. The net effect of the State's conduct was to deprive Shurtleff the full benefits of the parties' Agreement, which included (a) a judicial determination of the

unopposed issues raised in Shurtleff's *Brady* Motion, (b) dismissal with prejudice, and (c) the ability to invoke the Restitution Statute.

56. The damages flowing from the State's conduct necessarily include the loss of Shurtleff's fees and costs, and the fees and costs of collection.

57. "Damages permissible for a cause of action in contract for breach of express covenants or the implied covenant of good faith and fair dealing include all types of reasonably foreseeable consequences naturally flowing from the breach." *St. Benedict's Dev. Co. v. St. Benedict's Hosp.*, 811 P.2d 194, 202 n.3 (Utah 1991).

58. Shurtleff has incurred and sustained considerable damages as a result of the State's breach, in an amount to be determined at trial, but not less than \$1,100,000, plus fees and costs of collection and all other reasonably foreseeable damages flowing from the breach.

59. Shurtleff is entitled to recover his fees for costs of collection herein pursuant to UTAH CODE § 52-6-201.

#### PRAYER FOR RELIEF

WHEREFORE, plaintiff prays as follows:

1. Under his First Claim for Relief, for statutory reimbursement of all fees and expenses incurred in successfully defending, and obtaining dismissal of, the criminal charges against him.

2. Under his Second Claim for Relief, for general, special and consequential damages of no less than \$1,100,000.

3. Under his Third Claim for Relief, for general, special and consequential damages of no less than \$1,100,000.
4. For attorney's fees and costs of collection incurred in this action.
5. For such other relief as the Court deems just and appropriate.

JURY DEMAND

Plaintiff demands trial by jury.

DATED: March 9, 2017.

SNOW, CHRISTENSEN & MARTINEAU

By   
\_\_\_\_\_  
Rodney R. Parker  
*Attorneys for Plaintiff*

EXHIBIT A

STATE OF UTAH  
OFFICE OF THE ATTORNEY GENERAL



SEAN D. REYES  
ATTORNEY GENERAL

SPENCER E. AUSTIN  
Chief Criminal Deputy

PARKER DOUGLAS  
General Counsel & Chief of Staff

BRIDGET K. ROMANO  
Solicitor General

BRIAN L. TARBET  
Chief Civil Deputy

December 19, 2014

Troy S. Rawlings  
Davis County Attorney  
P O Box 618  
Farmington, UT 84025

David M. Cole  
Assistant Davis County Attorney  
P O Box 618  
Farmington, UT 84025

Dear Mr. Rawlings and Mr. Cole:

This letter memorializes your appointment as Special Assistant Attorneys General for the State of Utah pursuant to Utah Code Section 67-5-9(3). I have designated you as prosecutors with authority to file criminal charges in any judicial district in the state. You are authorized pursuant to Utah Code Section 77-22b-1(a)(i) to grant immunity to witnesses in furtherance of your prosecutorial authority.

Your service as Special Assistant Attorneys General shall be without compensation and all expenses and costs associated with any criminal charges you pursue or initiate in this capacity shall be borne by the Davis County Attorney's office. Prosecution support resources will also be provided by the Davis County Attorney's Office. You will serve as Special Assistant Attorneys General at the pleasure and discretion of the Attorney General of the State of Utah. For administrative purposes, you will report directly to Chief Criminal Deputy Spencer E. Austin. Should Chief Austin not be available, Chief of Staff for the Attorney General's Office, Parker Douglas, is a secondary point of contact and he may consult with Chief Austin on matters pertaining to your appointment.

A conflict screen has been created to separate your activities as Special Assistant Attorneys General from all other personnel in the Utah Attorney General's Office ("AGO") with the exception of Chief Deputy Austin and Chief Douglas. The conflict screen is attached and incorporated by reference to this letter of appointment.

With regard to the scope of your delegated powers and the subject matter you are authorized to investigate:

It is my understanding that in February of 2013, the Utah AGO, due to possible conflicts of interest, granted Mr. Rawlings and the Davis County Attorney's Office the authority to investigate Timothy Lawson and Mark Shurtleff as potential suspects arising from allegations of conduct that may have involved or implicated the Attorney General and the AGO. That authority was granted to allow investigation into matters related to such allegations and to bring charges, if substantiated. To the extent this previous grant of authority applied to all of the individuals you now seek to investigate and/or prosecute, the prior grant continues. If the prior grant was limited in any way, it is superseded by this appointment.

It is my understanding that prior to February of 2013, Salt Lake District Attorney Sim Gill granted Mr. Rawlings and the Davis County Attorney's Office concurrent authority within Mr. Gill's jurisdiction to further investigate allegations against Messrs. Lawson and Shurtleff along with John Swallow and others and jointly prosecute along with Mr. Gill's office these and potentially other individuals. Recently, Mr. Gill severed the joint prosecution to pursue charges against Mr. Swallow, while your office continues to pursue charges against Mr. Shurtleff under your joint authority. Whatever the extent of your continued authority with Mr. Gill, your current appointment with this office allows investigation and prosecution statewide on the subject matter(s) covered in this letter.

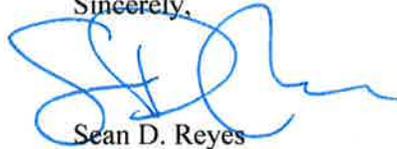
You have represented that your office and Mr. Gill's have investigated a number of individuals, including several persons named in the Utah House of Representatives Special Reports. You have further represented that you need to or may need to continue those investigations or undertake additional investigations. Such investigations, as you described, are related to the subject matter of the House Investigative Reports or other allegedly unlawful conduct by persons allegedly close to, assisting, or abetting Mr. Shurtleff. You have also represented that some of these alleged actions may have taken place outside the jurisdiction of either Salt Lake or Davis County. Finally, you have indicated that you may need to prosecute one or more of these individuals. Your current appointment authorizes you to undertake all such actions to the extent needed.

The reputation of the Utah AGO has suffered over the past several years due to the allegations against its former leaders and others who had ties to this office. The Utah AGO desires nothing more than to clear the names of those who are innocent and allow those who have broken the law to be held accountable. Seeking the truth about the charges against former leaders of this office and any other individuals who may or may not be culpable is an integral part of putting the past behind us and maintaining public trust.

For a number of practical reasons, it would be imprudent if not impossible for this office to pursue cases against its former leaders and others who may be involved. Because many in the AGO may be witnesses and because many may have relationships with the defendants that would create actual or apparent conflicts, we have needed and continue to need other prosecuting agencies to pursue such matters.

Consequently, you are authorized to pursue investigations of, and prosecute, anyone named in the House Investigative Reports, whether in the AGO office currently or formerly, or any individual who committed crimes while in the AGO, related to the AGO, for the unlawful gain of someone in the AGO, or to help, assist, aid, abet or work in concert with someone in the AGO to commit a crime or violate a duty. Pursuit of individuals or claims outside of this purview will require approval from Chief Austin and Chief Douglas. We will not direct how, when or against whom you may choose to bring charges or how you try such matters in court or negotiate pleas or other resolutions related thereto. There is no current time limitation to this appointment. Please take the time you need to thoroughly investigate and prosecute the matters described above as you see fit and consistent with all ethical, constitutional and other legal duties.

Sincerely,

A handwritten signature in blue ink, appearing to read "S.D. Reyes", with a stylized flourish extending to the right.

Sean D. Reyes  
Utah Attorney General

OFFICE OF THE UTAH ATTORNEY GENERAL  
CONFLICT SCREEN

TO: All employees of the Utah Attorney General's Office

FROM: Sean D. Reyes, Attorney General

RE: Appointment of Special Assistant Attorneys General Troy S. Rawlings and David M. Cole and criminal charges brought and/or pursued by Rawlings and Cole as Special Assistant Attorneys General

DATE: December 19, 2014

**Background:** The purpose of this memorandum is to establish a conflict screen in the above matter. Troy S. Rawlings and David M. Cole have been appointed as Special Assistant Attorneys General and have been granted authority to file and prosecute criminal charges in any judicial district of the state. Rawlings has been acting as a special deputy Salt Lake County District Attorney for several months. As a special deputy, Rawlings charged Mark Shurtleff with various crimes in the Third Judicial District Court. It is now necessary for Rawlings and Cole to have separate and independent authority to pursue the charges against Shurtleff and to file other criminal charges, if warranted, against parties not yet named. Shurtleff was a recent, former Utah Attorney General. It is probable and even likely that current members of the Attorney General's Office may be witnesses in the criminal case against Shurtleff and may be witnesses in other cases filed by Rawlings and Cole as Special Assistant Attorneys General against parties not yet named. It is prudent and important that the activities of Rawlings and Cole, as Special Assistant Attorneys General, be screened from members of the Attorney General's Office. Chief Criminal Deputy Spencer E. Austin and Chief of Staff Parker Douglas were not members of the Utah Attorney General's Office during the period that Shurtleff was the Attorney General, nor were they members of the office when Shurtleff's successor, John Swallow, was the Attorney General. Swallow has been charged separately with crimes in the Third Judicial District Court. Thus, Austin and Douglas are proper persons to act as liaison with Rawlings and Cole and have been designated as the persons to whom Rawlings and Cole will report as special assistant attorneys general. Sean D. Reyes was appointed Attorney General after Swallow resigned in 2013 and was subsequently elected as Utah Attorney General in 2014.

It is necessary, therefore, to erect a conflict of interest screen between Rawlings and Cole, as Special Assistant Attorneys General, Austin and Douglas, and all other members of the Attorney General's Office regarding the matters described above. Rawlings and Cole, as Davis County Attorney and Chief Deputy County Attorney respectively, have communications with various members of the Attorney General's Office about other cases and legal matters separate from their activities as Special Assistant Attorneys General. This conflict of interest screen will not apply to communications regarding those other cases and matters.

**The Screen:** The Special Assistant Attorneys General/prosecution side of the screen will be referred to as the "Special Prosecution Group" and will consist of Rawlings, Cole, Austin and Douglas. As noted above, Rawlings and Cole will report to Austin and Douglas. The other side of the screen shall be referred to as "the Office" and will consist of all members of the Attorney General's Office including Attorney General Reyes, but excluding Chief Criminal Deputy Austin and Chief of Staff Douglas.

**Implications of the Screen.** No other members of the Attorney General's Office have been charged in connection with the Shurtleff/Swallow cases. Members of "the Office" may, however, be called as witnesses by the State, Shurtleff, Swallow, or all three. It is also possible that members of "the Office" may yet have criminal charges filed against them by Rawlings and Cole in their capacities as Special Assistant Attorneys General.

**Communication Forbidden.** Members of the Special Prosecution Group shall not share information or communicate directly or indirectly with "the Office" regarding the subject matter of this Conflict Screen, and vice versa, except as directed by the Chief Criminal Deputy Attorney General or Chief of Staff or advised for purposes of cooperating in the investigation.

**Sequestration of Physical Files.** Members of the Special Prosecution Group shall keep their physical files relating to their work on the subject matter of this Conflict Screen confidential from "the Office."

**Sequestration of Computer Files.** Each member of the Special Prosecution Group shall keep his computer files relating to the subject matter of the Conflict Screen confidential from "the Office." Members of the Special Prosecution Group shall not keep their information in files on shared drives that are accessible to members of "the Office."

**Notification.** Copies of this Conflict Screen shall be: (1) attached to the letter of appointment to Rawlings and Cole; (2) attached to the inside cover of every physical file relating to the subject matter of the Conflict Screen; and (3) signed by Sean D. Reyes for “the Office” and by Rawlings, Cole, Austin and Douglas for the Special Prosecution group. Members of “the Office” will be notified by Reyes that a conflict screen has been created between “the Office” and the “Special Prosecution Group.”

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SEAN D. REYES

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TROY S. RAWLINGS

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DAVID M. COLE

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SPENCER E. AUSTIN

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PARKER DOUGLAS

Cc: Spencer E. Austin  
Parker Douglas  
Brian Tarbet  
Bridget Romano  
Division Directors