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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Steve Duane Shadowen

2. Registration Number
6993

3. Primary Address of Registrant
1135 W. 6th Street,, Suite 125, Austin, TX 78703

4. Name of Foreign Principal
Government of the United Mexican States

5. Address of Foreign Principal
Ave. Juárez #20, Col. Centro, CP 06010, Del., Centro, CP 06010, Del. Cuauhtémoc, Mexico City
Mexico City
MEXICO

6. Country/Region Represented
MEXICO

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Executive Branch

b) Name and title of official with whom registrant engages
Alejandro Celorio Alcantara, Legal Advisor, Secretariat of Foreign Affairs of Mexico

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
08/18/2021	Steve D. Shadowen	/s/Steve D. Shadowen

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Date	Printed Name	Signature
8/18/2021	Steve D. Shadrow	

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Steve Duane Shadowen	6993

3. Name of Foreign Principal
Government of the United Mexican States

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 08/02/2021

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

I will represent the Government of Mexico in its litigation against certain gun manufacturers and distributors, in a case captioned Estados Unidos Mexicanos v. Smith & Wesson Brands, Inc., et al., No. 1:21-cv-11269 (D. Mass.).

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

I will represent the Government of Mexico in the above-captioned litigation and will participate in related activities in which litigation counsel in major commercial litigation in the U.S. customarily engage, such as participating in press conferences and briefings, giving press interviews, participating in academic and other symposia, and the like.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

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Date	Printed Name	Signature
08/18/2021	Steve D. Shadowen	/s/Steve D. Shadowen

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Date	Printed Name	Signature
8/18/2021	Steve D. Shadegg	

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SHADOWEN PLLC

August 2, 2021
VIA EMAIL

Mr. Mauricio Ibarra
Consul General of Mexico in El Paso, TX
910 East San Antonio Avenue
El Paso, Texas 79901

Steve D. Shadowen
O. (855) 344-3298
C. (717) 903-1177
sshadowen@shadowenpllc.com

Shadowen, PLLC
1135 W. 6th Street, Suite 125
Austin, Texas 78703
www.shadowenpllc.com

Re: U.S. Gun Manufacturer Litigation

Dear Mr. Ibarra:

1. Set forth below are the terms on which Shadowen PLLC (the "Firm") will represent the Government of Mexico (the "Government") in one or more civil actions in U.S. courts against U.S. gun manufacturers, distributors, or dealers (collectively, "Defendants") alleging that Defendants unlawfully marketed guns used to commit crimes or cause other damage in Mexico.

2. In an agreement dated June 2020, the Government and Hilliard & Shadowen LLP agreed that the former would provide legal representation to the latter in three different and consecutive stages:

2.1 In Stage 1, Hilliard & Shadowen LLP had to analyze civil actions available to the Government, before U.S. and/or international tribunals, against U.S. gun manufacturers, distributors and/or dealers (a) in connection to the incident that took place on August 3, 2019, in El Paso, Texas; and/or (b) as a result of civil liability due to the indiscriminate commercialization of guns in the U.S., which results in the illicit trafficking of guns from the U.S. to Mexico and in their employment in criminal activities in Mexican territory.

On July 15, 2021, Hilliard & Shadowen LLP submitted to the Government a legal memorandum discussing the civil actions available and proposing the most viable litigation strategy, and therefore Stage 1 was completed.

2.2 In Stage 2, Hilliard & Shadowen LLP had to prepare a written complaint to possibly be filed before U.S. tribunals.

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On July 15, 2021, Hilliard & Shadowen LLP submitted to the Government the written complaint, and therefore Stage 2 was completed.

2.3 In Stage 3, subject to the authorization of the Government, Hilliard & Shadowen LLP had to file the lawsuit before the appropriate U.S. tribunals, and act as the Government's legal counsel before such tribunals, therefore taking all the needed and convenient procedural actions to promote and safeguard the Government's best interests.

Hilliard & Shadowen LLP agreed to provide the Government, throughout this stage, with periodic reports on the status and development of the litigation. The parties also agreed that filing of the civil actions could occur during the last quarter of 2021, but that time of filing could vary as seen appropriate.

3. In a letter dated July 30, 2021, Steve D. Shadowen, founding partner of Hilliard & Shadowen LLP and leading attorney of this project, informed the Government that should the Government decide to proceed with said Stage 3, the required legal services would be provided by the Firm for the reasons stated in such letter.

4. The Government has decided to proceed with said Stage 3 and accepted to retain the Firm to file the complaint described in paragraph 2.2 above, act as the Government's legal counsel before the appropiate U.S. tribunals during the legal proceedings ensuing, and therefore take all the needed and convenient procedural actions to promote and safeguard the Government's best interests.

5. The Firm accepts to collaborate with the Legal Department of Brady Center for Gun Control (Brady Legal) in providing legal representation to the Government during Stage 3.

6. The Firm will not charge any fees or expenses to the Government while this agreement remains in force.

However, the Government and the Firm acknowledge that Stage 3 will continue after the expiration of this agreement, and therefore agree to execute a new agreement on or about January 1st, 2022, which shall remain in force until the litigation in connection to the complaint described in this agreement is completely resolved.

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7. In the agreement to be executed on or about January 1st 2022, the Government will agree to pay the Firm fees for its services, on the terms set forth below, at one-half the firm's standard hourly rates. For senior lawyers such as Messrs. Shadowen and Brunell the standard hourly rates range from $950.00 - $1,000.00 U.S. dollars, so we will bill the Government $475.00 - $500.00 U.S. dollars per hour for those lawyers' time. Junior lawyers' standard hourly rates typically range from $300.00 - $500.00 U.S. dollars, so we will bill the Government $150.00 - $275.00 U.S. dollars per hour for their time.

   In the agreement to be executed on or about January 1st 2022, the Government and the Firm will agree that the Firm's overall fees while such agreement remains in force will not exceed $1,000,000.00 U.S. dollars per year, unless otherwise agreed by the Government and the Firm.

8. Subject to the terms agreed in paragraphs 6 and 7 above, the Government acknowledges and agrees that, throughout Stage 3, it will be necessary for the Firm to engage the assistance of other lawyers for this matter. The Firm will consult with and obtain the permission of the Government's designated representative before engaging the services of this or any other lawyer outside the Firm. Those lawyers will bill for their time and expenses, and be paid for them, through this contract.

9. Subject to the terms agreed in paragraphs 6 and 7 above, the Government acknowledges and agrees that, throughout Stage 3, it will be necessary to engage the assistance of non-lawyer experts in this matter, as consultants and/or potential expert witnesses for trial. The Firm will consult with and obtain the permission of the Government's designated representative before engaging the services of any experts. At the Government's election, the Government will either retain and directly pay these experts for their fees and expenses, or the Government will arrange for these experts to bill for their time and expenses, and be paid for them, through this contract.

10. Subject to the terms agreed in paragraphs 6 and 7 above, throughout Stage 3 the Firm will submit detailed invoices for all services rendered on a monthly basis. The invoice will include the date of service, a detailed description of the task performed, the name and discounted billing rate of the person providing the service, and the time incurred to a tenth of an hour. The Government will pay all invoices within 30 days after receipt.
11. Subject to the terms agreed in paragraphs 6 and 7 above, the Government will advance all costs and expenses deemed expedient or necessary in the investigation,

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presentation, prosecution, trial, or appeal of the litigation. The Government acknowledges and agrees that these reimbursable expenses may include, but are not limited to, deposition expenses and court reporter fees; interpreters; electronic research charges (WestLaw and/or Lexis); court filing fees; outside duplicating and scanning charges; mileage at the rate allowed by the Internal Revenue Service; taxi, car rental, or car service fees; messenger and service of process fees; shipping/postage (including expedited shipping); travel expenses, including airfare, lodging, transportation, and meals; rental of trial equipment, including but not limited to, copiers, projectors, screens, and/or monitors; rental of conference, banquet, and/or meeting rooms for events such as mediation and/or trial; and document-hosting and processing costs. The Government acknowledges and agrees that the Firm may use its discretion when incurring litigation expenses. The Firm will bill for expenses monthly, and the Government will pay for them within 30 days of receipt.

12. The Firm recognizes that during the course of contract performance it may acquire information that is confidential to the Government. The Firm agrees to keep all such confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any such confidential information.

13. The Government can terminate the Firm's representation at any time, with or without cause, by providing written notice to the Firm at its principal office. Should the Government elect to terminate the Firm's representation, the Government will pay for all fees and expenses accrued and/or incurred through the date of termination. Likewise, the Firm can terminate this agreement at any time, with or without cause, but shall take care that the Government is not prejudiced as the matter is transferred to any substitute counsel.

14. This agreement shall be construed under and in accordance with the substantive laws of the State of Texas, without regard to its choice-of-law principles. The Government consents to the exclusive jurisdiction of the state or federal courts in Texas to resolve any dispute arising under, or for the construction or enforcement of the terms of, this agreement.

15. In the event that one or more of the provisions contained in this agreement shall for any reason be held to be invalid, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

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16. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties in connection with this matter. The Firm makes no guarantee regarding the outcome of the litigation, and the Government understands that any and all expressions or communications regarding the litigation were matters of opinion only.

17. This agreement will expire on December 31st, 2021.

Sincerely,

Shadowen PLLC

Steve D. Shadowen

Accepted and agreed:
August __, 2021

Government of the United Mexican States
Secretariat of Foreign Affairs

Signed by:

Mauricio Ibarra
Consul General of Mexico in El Paso, Texas
Secretariat of Foreign Affairs of Mexico

Approved by:

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Alejandro Celorio
Legal Adviser
Legal Adviser's Office
Secretariat of Foreign Affairs

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