

**CONTRACT FOR LEGAL SERVICES
CONTINGENCY-FEE BASED**

This Contract (the “Contract”) for Legal Services is entered into and made effective this 3rd day of November, 2023, by and between the Office of the Attorney General (“Attorney General”), on behalf of the State of Oklahoma (“State”), and Motley Rice LLC, Foshee & Yaffe, and Fulmer Sill (“Law Firms”).

WHEREAS, the Attorney General is the chief law officer of the State and is vested with the constitutional and statutory authority, obligation, and responsibility to represent the interests of the State and its instrumentalities and offices in any and all proceedings and matters;

WHEREAS, the Attorney General requested proposals from law firms in and out of state regarding the matters described in Appendix A;

WHEREAS, on review, the Attorney General determined that Law Firm’s proposal provided the State is the most economical and most competent;

WHEREAS, Law Firms represent that they have the necessary expertise and experience to perform their obligations hereunder; and

WHEREAS, the Attorney General believes it to be in the best interest of the State and/or the people of the State that the Attorney General retain and hire Law Firms to assist and supplement the Attorney General’s efforts on behalf of the State relating to the matters described in Appendix A;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

**SECTION I
DUTIES AND RESPONSIBILITIES OF LAW FIRMS**

1. Services. Law Firms shall provide services for the Attorney General as described in Appendix A. Law Firms will perform all services in a professional and workmanlike manner in accordance with applicable professional standards and shall re-perform at no cost any work not in compliance with this warranty brought to its attention within a reasonable time after the work is performed. The Attorney General may request the replacement of any individuals assigned to this Contract in the event the Attorney General is dissatisfied with the work product or working relationship.

2. Standard of Care. Law Firms shall discharge its duties under this Contract with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent professional acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, and in accordance with the provisions of this Contract.

3. Timely Performance of Services. Law Firms shall provide timely updates for the Attorney General to participate in significant decisions regarding legal strategy. The Attorney General must be provided sufficient time to review drafts of all significant documents, including pleadings, motions, and briefs, that may be provided to third parties on the State's behalf. Law Firms shall seek and receive approval from the Attorney General for all significant documents, including pleadings, motions, and briefs before they are provided to third parties on the State's behalf.

4. Consultation. Law Firms shall consult with and keep the State fully informed as to the progress of all matters covered by the Contract, including regular status meetings as requested by the Attorney General. Law Firms shall consult and cooperate with, and shall be responsible directly to, the Attorney General and other officials as designated by the Attorney General on all matters of strategy and tactics. The duty of Law Firms shall be to advise, counsel, and recommend actions to the State through the Attorney General, the Office of the Attorney General, or the other officials designated by the Attorney General, and to carry out its directions to the best of its ability. Law Firms will not file suit, or make any offer, settlement, or compromise without the written consent of the Attorney General. Law Firms shall offer the Attorney General or his designee(s) the opportunity to review and revise court documents and briefs prior to filing same. Law Firms shall promptly furnish the Attorney General with copies of all correspondence and all court documents and briefs prepared in connection with the services rendered under the Contract and such additional documents as may be requested by the Attorney General. Law Firms shall make its entire work product prepared in connection with the services rendered under this Contract, and other parties' to the State's case(s) pleadings, discovery, correspondence, and other relevant documents and materials, available to the Attorney General in .pdf or other format acceptable to the Attorney General.

5. Availability of Records & Audit. Law Firms shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred, disbursements, charges, credits, underlying receipts and invoices, and other financial transaction documents in connection with its performance of the services for a period of five (5) years from the ending date of this Contract. All files and records created or maintained in Law Firms' representation of the State are property of the Attorney General, though Law Firms may retain a copy of the files and records as part of its client file. Upon reasonable notice, the Attorney General, the State Auditor & Inspector's Office, the State Purchasing Directors, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to charges to the State hereunder for purpose of audit and examination, at Law Firms' premises during normal business hours. Law Firms further agree to provide appropriate access by the aforementioned parties to any sub-contractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, Law Firms agree to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

6. Professional Conduct Certification. Law Firm are aware of and certifies it will follow the Oklahoma Rules of Professional Conduct set forth in Appendix 3-A of Title 5 of the Oklahoma Statutes.

7. **License to Appear.** Law Firms, by signing this Contract, warrants that all attorneys involved in the representation are now, or are eligible to become, duly licensed before the judicial forum, court, board, or tribunal before which they will appear on behalf of the State.

SECTION II DUTIES AND RESPONSIBILITIES OF THE ATTORNEY GENERAL

1. **Access to Records and Availability of Staff.** Unless otherwise prohibited by law, the Attorney General agrees to forward or cause to be forwarded records or information that may be necessary to perform any of Law Firm's duties pursuant to the provisions of this Contract. The Attorney General shall make its staff available during normal business hours to answer any questions or inquiries of Law Firm provided adequate notice is given of the time, content, and requested form of response.

2. **Compensation.** The Attorney General agrees to compensate Law Firms for the services contracted in accordance with the provisions of Appendix B of this Contract. No taxes will be billed to the Attorney General on fees and expenses incurred.

3. **Reimbursement of Expenses.** All out-of-pocket expenses, such as photocopies, telephone charges, on-line computer assisted legal research, and other appropriate items will be identified and charged to the State as they are incurred. No mark-up will be allowed on reimbursable charges. Law Firms may be reimbursed for travel expenses authorized by the Attorney General pursuant to the State Travel Reimbursement Act, 74 O.S.2021, §§ 500.1–500.37. Law Firms shall obtain prior approval from the Attorney General or its authorized staff person before incurring fees for investigative services and expert witness fees or before incurring any unusual or extraordinary expense, including but not limited to electronic deposition transcript costs, expedited deposition transcript costs, videotape deposition costs, real time deposition and court proceeding transcript costs, court reporter out-of-town travel expenses, court room technology costs, and travel costs related to sending more than one Law Firm representative to any witness interview, deposition, hearing, conference, or trial appearance.

4. **Settlement Authority.** Law Firms shall immediately communicate any settlement offer to the Attorney General. The Attorney General has exclusive authority to accept or reject any settlement offer received.

5. **Control of Litigation.** Law Firms agree to the following conditions relating to the Attorney General's control over any litigation:

- A. The Attorney General shall retain complete control over the course and conduct of the case;
- B. The Attorney General or his designee shall be personally involved in oversight of the case;
- C. The Attorney General or his assistants as he may authorize shall retain veto

power over any decision made by Law Firms related to the case;

- D. The Attorney General has the right to communicate directly with any party in the case without having to confer first with Law Firms;
- E. The Attorney General or his designee shall attend all settlement conferences; and
- F. Decisions regarding settlement, as outlined in paragraph 4 directly above, shall be reserved exclusively to the discretion of the Attorney General.

SECTION III TERM AND TERMINATION

1. Term of Contract. The Contract shall commence on the day it is executed by both parties and shall continue until terminated by the parties, or until the legal matter for which Law Firms are providing representation is concluded, whichever is earlier.

2. Termination of Contract. Either party may terminate this Contract at any time, with or without cause, upon written notice to the other, such termination being effective immediately upon receipt of notice, provided Law Firms' termination of the Contract shall not unduly prejudice the OAG. Upon any termination prior to any monetary recovery, Law Firms shall not be entitled to any payment from OAG. Provided, as provided in Appendix B, Law Firms shall be reimbursed for all reasonable, actual, ordinary, and necessary direct non-labor costs incurred in fulfilling the terms of the Contract. Further, upon termination, Law Firms shall provide OAG, upon request, with any and all records, including drafts, relating to the Law Firms' representation of OAG. The Attorney General is free to terminate Law Firms' representation of the State at any time unless judicial approval is required for Law Firm to withdraw, in which event Law Firms agree not to oppose such withdrawal. Upon completion of the matter to which this Contract applies, or the earlier termination of the representation, the attorney-client relationship will end unless Law Firms agree to continue the representation on other matters. Law Firms shall have no continuing obligation to advise the State on any matter unless Law Firms otherwise agree in writing.

SECTION IV GENERAL PROVISIONS

1. Independent Contractor. Law Firms are independent contractors and are not to be deemed employees of the Attorney General. The OAG retains the right to exercise full control and supervision of the services and work to be provided under this Contract.

2. Attorney-Client Relationship. Execution of this Contract creates an attorney-client relationship between Law Firms and the Attorney General. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure.

3. Confidential Relationship. All information furnished by the Attorney General to Law Firms hereunder, including their respective agents and employees, shall be treated as confidential

("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the Attorney General may be used by Law Firms only in connection with the services performed pursuant to this Contract. Law Firms agree to protect the confidentiality of any Confidential Information in the same manner that they protect the confidentiality of their own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firms' personnel engaged under this Contract. All Confidential Information made available hereunder, including copies thereof, shall be returned upon completion of services or request by the Attorney General, whichever occurs first. Law Firms, subject to their obligations of confidentiality, may retain one copy of documents containing Confidential Information for archival purposes, to the extent required to comply with any law, rule, or regulation, and to defend its work product. In addition, nothing contained herein will require the destruction or purging of Confidential Information maintained on routine computer system backup tapes, disks or similar storage devices. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firms, is independently developed by Law Firms, is provided to Law Firms by a third party who is not subject to a duty of confidentiality or is required to be disclosed pursuant to law or legal process.

4. Conflicts of Interest. Law Firms certify and represent that they do not have any interest, direct or indirect and that they shall not acquire any such interest during their tenure that would conflict with the full and complete performance of this Contract ("Conflict of Interest"). Conflict of Interest includes but is not limited to any professional relationships, friendships, family, or social relationships past or present, with an individual or company, parent or subsidiary related to the services provided under this Contract. Furthermore, unless Law Firms have told the Attorney General otherwise, Law Firms do not now represent another client in the specific matter in which the State has retained Law Firms. It is possible that Law Firms currently represent, or in the future may be asked to represent, in some other matter unrelated to the specific matter in which the State has engaged Law Firms, some person or entity whose interests are actually or potentially adverse to the State's interests in this or other matters, including in negotiations, bankruptcy proceedings, or litigation. Law Firms agree that it will not undertake any such representation if the subject of the other representation is related to the specific matter in which Law Firms currently represent the State. Should Law Firms intend to engage in the representation of a client or interest that is adverse to the Attorney General, Law Firms agree to immediately notify the Attorney General of its intention to engage in such representation. In its discretion, the Attorney General may object to Law Firms' representation of a client or interest that is adverse to the Attorney General, and such objection may be grounds for immediate termination of this Contract.

In the course of representing the State, and in order fully to satisfy Law Firms' professional obligations, Law Firms may from time to time need to consult with the lawyers in its firm responsible for advising the firm on ethical issues, including issues that may implicate the State's interests. The parties acknowledge and agree that, notwithstanding this potential for conflict in consideration of Law Firms' professional obligations, Law Firms are free to consult with their own internal counsel on such matters without the State's consent and that such consultations are privileged and confidential.

5. Inability to Perform. Law Firms agree that if, because of death or any other occurrence

beyond the control of Law Firms, it becomes impossible for any principal or principals, and in particular the principals assigned to this project, to render the services set forth in this Contract, neither Law Firms nor the surviving principals shall be relieved of their obligations to complete performance hereunder. Law Firms shall, with respect to any replacement principal proposed to be assigned to this matter, consult with the Attorney General. The Attorney General's consent to the proposed replacement is required but may not be withheld unreasonably.

6. Outside Communications. The parties agree that neither Law Firms, nor any partner, associate, employee, or any other person assisting with the services to be performed under this Contract, shall publish any material, including on-line publications, or speak to or otherwise communicate with any representative of a television station, radio station, newspaper, magazine, website, or any other media outlet concerning the work outlined or contemplated by this Contract without first obtaining approval of the Attorney General, the Attorney General's Communications Director, or their designee.

Law Firms shall not state or imply in any manner, including in commercial advertising, that their services are endorsed by the OAG. The OAG may not be used as a reference for Law Firms without the OAG's prior approval.

7. Additional Counsel, Subcontracting, Key Personnel, Experts, and Consultants. Any retention of experts or consultants, subcontracting, or assignment of services and work covered by this Contract shall be subject to the terms and conditions of this Contract, which shall apply to, and bind the party or parties to whom such work is subcontracted or assigned as fully and completely as Law Firms are hereby bound and obligated, including obligations with respect to confidentiality, conflicts of interest, and outside communications. In furtherance of the services described in Appendix A, Law Firms may recommend to the State subcontractors, experts, consultants, or assignment of services and work as Law Firms believe necessary. Law Firms, with respect to any retention, assignment, or subcontracting of any of the services to be provided under this Contract and/or replacement of key personnel assigned to this matter (which shall include attorneys, paralegals, investigators, experts, and consultants) shall consult with and obtain the consent of the Attorney General. The hourly rates, fees, or other compensation to be paid to such subcontractors, consultants and/or experts shall be subject to the written approval of the Attorney General.

8. Notices. Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing, postage prepaid, and shall be sent by First Class Mail or by courier or electronic transmission with delivery confirmation, to the respective party as set forth below. The notice shall be effective on the date indicated on the postmark.

ATTORNEY GENERAL:

Rob Johnson, *General Counsel*
OKLAHOMA OFFICE OF THE ATTORNEY GENERAL
313 NE 21st Street
Oklahoma City, OK 73105
Rob.Johnson@oag.ok.gov

LAW FIRMS:

For Motley Rice LLC:

Linda Singer
401 9th Street NW, Ste. 630
Washington, DC 20004
lsinger@motleyrice.com
(202) 386-9626

For Foshee & Yaffe:

S. Alex Yaffe
P.O. Box 890420
Oklahoma City, OK 73189
(405) 229-5055
ay@fylaw.com

For Fulmer Sill:

Matthew Sill
1101 N. Broadway Ave., Ste. 102
Oklahoma City, OK 73103
(405) 464-6909
Msill2@fulmersill.com

9. Material Changes. Law Firms shall immediately notify the Attorney General of any of the following changes, and obtain the Attorney General's approval to the extent approval is required, if: (a) Law Firms become aware that any of the representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this Contract; (b) there is any material change in Law Firms' personnel assigned to perform services under this Contract; or (c) Law Firms become aware of any other material change in its business organization, including, but not limited to the filing of bankruptcy relief or other legal suits or actions.

10. Indemnification. Law Firms shall indemnify and hold harmless the Attorney General, the State, its employees and agents, from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines, and penalties, of any nature whatsoever, to the extent attributable to any bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of trust, breach of confidentiality, breach of contract, or violation of any duty or requirement by Law Firms acting in connection with this Contract. This indemnification shall survive any termination or expiration of this Contract.

11. Maintaining Insurance. For the duration of this Contract, Law Firms shall provide and maintain, at their own expense, professional liability insurance covering all negligent acts, errors and omissions as well as insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this Contract, including general liability coverage, automobile liability coverage, and worker's compensation

insurance. The Law Firms' professional liability insurance is intended to indemnify, subject to certain terms, exclusions and limitations, the Law Firms in respect of any claim made by its clients by reason of alleged Law Firm act, error or omission, breach of contract for professional services, breach of duty, libel or slander in connection with the representation of its clients, and related causes of action in connection with its representation of its clients. The Law Firms and their respective partners are also bound by the applicable rules of professional conduct and other legal, regulatory, and professional obligations. Proof of the Law Firms' insurance shall be provided upon request to the Attorney General.

12. Material Breach. Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.

13. Performance Suspension. Performance may be suspended by either party for any of the following: a presidentially or gubernatorially declared emergency or disaster; inability to obtain fuel, power, labor, or transportation; national defense requirements; war, riots, fire, explosion, strike, injunction, or accident; or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by Law Firms shall be grounds for immediate suspension of this Contract.

14. Dispute Resolution. The Attorney General and Law Firms agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Contract.

15. Assignment. This Contract and any of the rights, duties or obligations of the parties hereunder shall not be assigned, transferred, or delegated by Law Firms without the express written consent and approval of the State. Any attempted assignment, transfer, or delegation thereof without such consent shall be void.

16. Entire Agreement. This Contract, together with addenda and appendices, constitutes the entire agreement between the parties hereto relating to the rights granted and the obligations assumed by the parties hereunder. No agent, representative, employee, or officer of either the Attorney General or the Law Firms has authority to make, or has made, any statement, agreement, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alternations, changes, or waives to the Contract or any of its terms shall be valid or binding unless the Contract is amended as described in paragraphs 17-18 below.

17. Modification or Changes. The Attorney General, with approval of Law Firms, may make modifications to this Contract at any time during the term of this Contract or any renewals or extensions thereof. Changes in the statement of work within the general scope of work and changes which do not increase the total reimbursement to Law Firms under this Contract may be accomplished by a letter of mutual consent signed by the Attorney General and Law Firms. A

change in the scope of work or an increase in the total reimbursement under this Contract must be incorporated into a formal written amendment to the Contract, signed by the OAG and the Law Firms, and executed in the same manner as this original Contract and in accordance with applicable law.

18. Amendment. This Contract and the tasks and scope of the engagement may be amended at any time during the term of the Contract by mutual written consent of the parties hereto.

19. Headings. Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.

20. Governing Law and Venue. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to conflict of law principles. Should either party initiate a lawsuit or other dispute resolution proceeding over any matter relating to or arising out of this Contract, such lawsuit or other proceeding shall be filed and conducted in Oklahoma County, State of Oklahoma.

21. Severability. If any provision of this Contract or any portion thereof, or the application of any such provision or portion thereof, shall be held invalid, illegal, void or unenforceable in any respect by a court of competent jurisdiction or administrative authority, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or the remaining portion thereof, and the validity of the entire Contract as a whole shall not be affected thereby.

22. Non-collusion. Pursuant to 74 O.S. § 85.22, Law Firms certify the following:

- A. The undersigned representatives of the Law Firms are the duly authorized agents of their respective Law Firms, for the purpose of certifying the facts pertaining to the existence of collusion among and between Law Firms and the Attorney General, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with this Contract;
- B. The undersigned representatives of the Law Firms are fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and has been personally and directly involved in the events leading the Contract; and
- C. Neither the Law Firms nor the respective undersigned representative of the Law Firms has been a party:
 1. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,

2. to any collusion with any state official or employee as to quantity, quality, or price in this Contract, or as to any other terms of this Contract,
 3. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with this Contract.
- D. Neither the Law Firms nor the respective undersigned representative of the Law Firms has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring this Contract.

23. Certification Required by 25 O.S. § 1313 (E-Verify). Law Firms certify that they and all proposed subcontractors, whether known or unknown at the time of this contract is executed or awarded, are in compliance with 25 O.S.2021, § 1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S.2021, § 1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.e-verify.gov.

24. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

25. Certification Required by 74 O.S. § 582. By executing this Contract, Law Firms certify that they do not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

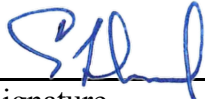
26. Certification Required by 74 O.S. § 12005. By executing this Contract, Law Firms certify that they do not boycott energy companies and will not boycott energy companies during the term of this Contract.

27. Execution in Counterparts. This Contract may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

IN WITNESS WHEREOF, the Attorney General and Law Firms have read and understand the foregoing terms of this Contract and do by their signatures below hereby agree to its terms.

[SIGNATURES ON THE NEXT PAGE]

OAG:



Signature

11/8/2023

Date

Gentner Drummond

Printed Name

Attorney General of Oklahoma

Title

LAW FIRMS:

For Motley Rice LLC

Signature


Date

Linda Singer

Printed Name

Title

For Foshee & Yaffe



Signature

November 3, 2023

Date


S. Alex Yaffe

Printed Name

Attorney

Title

For Fulmer Sill:



Signature

11/3/2023

Date

Matthew Sill

Printed Name

Partner

Title

APPENDIX “A”

DESCRIPTION OF LEGAL SERVICES TO BE PROVIDED BY LAW FIRM

Law Firms shall assist the Attorney General in potentially pursuing legal action related to Oklahoma’s land, water and other natural resources being contaminated by long-lasting poly- and per-fluoroalkyl substances (“PFAS”), which slowly break down over time and may be linked to harmful health effects in humans, animals, and environmental pollution. As is necessary for the pursuit of both PFAS and aqueous film-forming foam (“AFFF”) claims, services may specifically include, but not be limited to, the evaluation and consideration of potential causes of action, defendants, venue choice, litigation strategy, information gathering, sampling and testing of natural resources, including soil and water in Oklahoma, retention of experts and consultants; and developing a damages model.

In the event that Law Firms recommend legal action, Law Firms shall, on behalf of the State of Oklahoma through the Attorney General, file and prosecute a cause of action in an appropriate forum and venue seeking damages and other such relief as may be authorized by law.

APPENDIX “B”

COMPENSATION AND REIMBURSEMENT FOR SERVICES

1. The State has determined that hiring private counsel on a contingency fee basis is in the best interests of the State to ensure adequate resources and expertise in the subject matter are available to prosecute any cases or claims falling within the provisions of Appendix A. The State has also determined that Law Firm is on the list of private attorneys under 74 O.S.2021, § 20i and that Law Firm has met the requirements for being retained as private counsel under section 20i. Law Firm shall be paid a contingency fee based on recovery obtained by the State through settlement or judgment from any action or matter contemplated by this contract. Pursuant to 74 O.S.Supp.2022, § 20i(D), the contingency fee shall not exceed as follows:

Recovery	Percentage
Less than \$10,000,000.00	25% (no higher than 25%)
\$10,000,000.01-\$15,000,000.00	Plus 20% of any amount in this range (no higher than 20%)
\$15,000,000.01-\$20,000,000.00	Plus 15% of any amount in this range (no higher than 15%)
\$20,000,000.01-\$25,000,000.00	Plus 10% of any amount in this range (no higher than 10%)
\$25,000,000.01 or more	Plus 5% of any amount in this range (no higher than 5%)

Notwithstanding the above recovery fee schedule, the total contingency fee payable shall not exceed \$50,000,000.00, excluding any costs and expenses provided by the contract and actually incurred by Law Firm, and regardless of the number of actions or proceedings or number of retained attorneys involved.

2. Law Firm agrees to limit its requests for reimbursement of any expenses incurred in travel in accordance with the provisions of the State Travel Reimbursement Act, 74 O.S.2021, § 500.1 *et seq.*
3. In order to reduce the amount of attorneys’ fees due to Law Firm from any judgment, Law Firm will seek to recover the State attorneys’ fees from any defendant(s) pursuant to applicable statutes and legal doctrines in the event the State prevails in the litigation as described in Appendix A. If the State receives such an award of fees from the defendant(s), any amount awarded shall be deducted from any fees otherwise due to Law Firm under paragraph 1 of this Appendix.
4. Law Firm shall receive no compensation or cost reimbursement if there is no recovery. Nor shall Law Firm receive additional compensation for any legal action taken or other services rendered to accomplish the collection of any recovery. The Attorney General, in his sole discretion, may agree to settlement of the Litigation that provides only for non-monetary relief.

If such a settlement is obtained, the Attorney General agrees to make reasonable efforts to recover an award of attorneys' fees and costs but is in no way obligated to condition settlement upon payment of costs, fees, or any other monetary recovery. The Attorney General shall have sole discretion as to the amount of fees sought and his decision in that regard will be final.

The State and Law Firm will make reasonable efforts to petition the court where the litigation is pending for an order requiring that Law Firm's costs, including non-labor, experts, consultants, and other reimbursable costs, be paid by the defendant(s). Should such an order not be issued, Law Firm's costs shall be reimbursed from the recovery obtained by the State.

If no settlement or award is obtained, whether it be due to dismissal at the direction of the State, a settlement based on non-monetary relief or an adverse result at trial, Law Firm will not be entitled to reimbursement for costs of any kind, except in accordance with this Appendix. In no event shall the State be responsible to advance any of the costs or expenses of the Litigation.

5. Law Firm shall advance, and subject to the limitations of this Appendix, shall be reimbursed for all reasonable, actual, ordinary, and necessary direct non-labor costs incurred in fulfilling the terms of the Contract. Non-labor costs include, but are not limited to, costs associated with photocopies, telephone charges, on-line computer assisted legal research, courier delivery services, facsimiles, mileage, transportation costs, court filing fees, service of process fees, deposition costs, and witness fees. No mark-up will be allowed for non-labor costs. Law Firm shall retain, and upon the request of the Attorney General provide, all necessary documentation to support all non-labor costs incurred pursuant to the performance of the Contract.
6. Reimbursement of costs and expenses of another law firm retained by Law Firm shall be the responsibility of Law Firm and not the State. Law Firm agrees to indemnify, defend, and hold harmless the State against any claim for reimbursement of costs or expenses asserted by other law firm(s) retained by Law Firm.
7. The State shall not be liable to reimburse Law Firm for any costs or expenses advanced or incurred by Law Firm in fulfilling the terms of the Contract unless there is a recovery as described in this Appendix from which such reimbursement may be made or in the event the Attorney General recovers expenses and/or costs as part of any non-monetary relief as described in this Appendix. The State shall not be responsible to advance any of the costs or expenses of the Litigation.
8. In the event of a recovery by way of settlement or judgment, Law Firm shall prepare and submit to the State an itemized computation of the requested fees and costs and in a manner and form acceptable to the State in advance of any payment.

OAG:



Signature

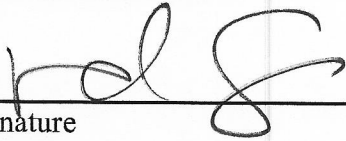
Date

Gentner Drummond
Printed Name

Attorney General of Oklahoma
Title

LAW FIRMS:

For Motley Rice LLC



Signature

November 3, 2023
Date

Linda Singer
Printed Name

Member
Title

For Foshee & Yaffe



Signature

November 3, 2023
Date

S. Alex Yaffe
Printed Name

Attorney
Title

For Fulmer Sill:

Signature

Date

Matthew Sill
Printed Name

Title