

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

This Contract for Legal Services is entered into and made effective this 12th day of December 2025, by and between the Office of the Attorney General (“Attorney General”), on behalf of the State of Oklahoma (“State”), and Nachawati Law Group and Wade Kilpela Slade (“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; and

WHEREAS, the Attorney General requested proposals from law firms in and out of state;

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

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 the Law Firms to assist and supplement the Attorney General’s efforts of certain claims on behalf of the State as described in Appendix A; and

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 any work not in compliance with this warranty brought to its attention within a reasonable time after the work is performed at no cost. 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. Scope of Services: Law Firms shall provide advice and services as set forth in the Appendix “A” to this Contract.

4. 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 will 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.
5. 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' pleadings, discovery, correspondence, and other relevant documents and materials, available to the Attorney General in .pdf or other format acceptable to the Attorney General.
6. Availability of Records & Audit: Law Firms shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred 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 Firm's representation of the State are property of the Attorney General, though the 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 Firm's 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.

7. Recordkeeping: In addition to the requirements of paragraph 6 above, upon execution of this Contract and until at least four (4) years after expiration or termination of the same, Law Firms shall maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices and other financial transactions related to the services provided under this Contract. Law Firms shall make all such records available for inspection and copying on request from the Attorney General. Additionally, Law Firms shall maintain detailed contemporaneous time records for the attorneys and any paralegals or legal assistants on the matter in increments of no greater than one-tenth (1/10) of an hour and shall promptly provide such records on request by the Attorney General.
8. Professional Conduct Certification: Law Firms are aware of and certifies they will follow the Oklahoma Rules of Professional Conduct set forth in Appendix 3-A of Title 5 of the Oklahoma Statutes. Any breach of these Rules constitutes cause for termination under section III of this Contract.
9. License to Appear: Law Firms, by signing this Contract, warrant 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 in its control that may be necessary to perform any of the 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 Firms provided adequate notice is given of the time, content, and requested form of response.
2. Compensation: The Attorney General agrees to compensate 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. 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.
4. Control of Litigation: Law Firms agrees 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(s) shall be personally involved in oversight of the case;
 - c. The Attorney General or his assistant(s) as he may authorize shall retain veto power over any decision made by Law Firms related to the case;
 - d. Any defendant in the case may contract the Attorney General directly without having to confer first with Law Firms;
 - e. The Attorney General or his designee(s) shall attend all settlement conferences; and
 - f. Decisions regarding settlement, as outlined in paragraph 3 directly above, shall be reserved exclusively to the discretion of the Attorney General and the State.

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: The Attorney General may terminate this Contract at any time, with or without cause, upon written notice to Law Firms, such termination being effective immediately upon Law Firm's receipt of notice. The Attorney General is free to terminate Law Firm's representation of the State at any time unless judicial approval is required for Law Firms 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. In the event of termination, Law Firms may petition the court where the litigation is pending for reasonable attorneys' fees and costs incurred as set forth in Appendix "B".

SECTION IV. GENERAL PROVISIONS

1. Independent Contractor: Law Firms are independent contractors and are not to be deemed employees of the Attorney General. The Attorney General 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. As provided by law, communications between the parties may be 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 it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's 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 its obligations of confidentiality, may retain one copy of documents containing Confidential Information for archival purposes and to defend its work product. 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: 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 represents, 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, work-outs, bankruptcy proceedings, or litigation. Law Firms agree that they 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 State. Should Law Firms intend to consider or to engage in the representation of a client or interest that is adverse or related 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 Firm's 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 Firm's 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 Firm's professional obligations, Law Firms are free to consult with its 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 State. The State may not be used as a reference for Law Firms without the State'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 and conflicts of interest. 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. Approved compensation of such subcontractors, consultants and/or experts shall be timely submitted to the State as incurred.

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:

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

LAW FIRM:

Brian E. McMath
Partner, Public Entity Litigation
Nachawati Law Group, PLLC
5489 Blair Rd.
Dallas, TX 75231
bmcmath@ntrial.com

LAW FIRM:

David F. Slade
Founding Partner
Wade Kilpela Slade LLP
1 Riverfront Place, Suite 745
North Little Rock, AR 72114
slade@waykayslay.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 Firm's personnel assigned to perform services under this Contract; or (c) Law Firms become aware of any other material change in their 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 material 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 its 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 Firm's 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 Firms 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 its partners are also bound by the applicable rules of professional conduct and other legal, regulatory and professional obligations. Proof of the Law Firm's 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, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, 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. Nondiscrimination: There shall be no discrimination against any person or group of persons on account of race, color, religion, creed, national origin, sex, sexual orientation, gender identity, age, military status, genetic information or disability in the performance of this Contract.
16. 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.
17. 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 have authority to make, or have 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 waivers to the Contract or any of its terms shall be valid or binding unless the Contract is amended as described in paragraphs 19 below.
18. 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 State and the Law Firms, and executed in the same manner as this original Contract and in accordance with applicable law.

19. 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.
20. Headings: Titles of parts or sections of this Contract are inserted for convenience only and shall be disregarded in construing or interpreting its provisions.
21. 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. Notwithstanding the application of Oklahoma law, the professional conduct of the Law Firms shall be governed by the Rules of Professional Conduct of the State of Oklahoma or wherein counsel for the Law Firms are admitted. 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.
22. 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.
23. Non-collusion: Pursuant to 74 O.S. § 85.22, Law Firms certify the following:
 - A. The undersigned is authorized, for the purpose of certifying the facts pertaining to the existence of collusion among and between him 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 is fully aware of the facts and circumstances surrounding the acquisition or making of the Contract to which this statement relates and has been personally and directly involved in the events leading the Contract; and
 - C. Law Firms have not 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, or
 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. Law Firms have not 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.
24. 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.

25. 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.
26. Certification required under 74 O.S.2021, § 582. By executing this Contract, Law Firms certify that they do not boycott goods or services from the State of Israel and will not boycott the State of Israel during the term of this Contract.
27. Certification required under 74 O.S.Supp.2022, § 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.
28. Certification required under 21 O.S. Supp. 2025, § 1289.31. By executing this Contract, Recipient certifies that he does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade associated during the term of the Contract.

SIGNATURE PAGE TO FOLLOW

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

ATTORNEY GENERAL:

Amie Ely
Amie Ely (Dec 14, 2025 12:14:25 CST)

Signature

12/14/2025

Date

Amie Ely

Printed Name

First Assistant Attorney General

Title

NACHAWATI LAW GROUP PLLC:

Brian C. McMath

Signature

12/12/2025

Date

Brian McMath

Printed Name

Partner, Public Entity Litigation

Title

WADE KILPELA SLADE LLP:

David Slade
David Slade (Dec 12, 2025 18:26:22 CST)

Signature

12/12/2025

Date

David Slade

Printed Name

Partner

Title

APPENDIX “A”

**DESCRIPTION OF LEGAL SERVICES
TO BE PROVIDED BY LAW FIRMS**

The Law Firms shall assist the Attorney General to investigate and pursue legal action related to potential improper data-theft issues, deceptive trade practices, and violations of personal privacy. Key aspects and services likely include (1) pre-litigation planning, to include gathering, ingesting, and retrospectively examining the trade practices of Temu including use of personal data of its customers, and (2) litigation to recover potential damages, civil penalties, and any other relief a deemed appropriate

In the event that the Law Firms recommend legal action, Law Firms shall, on behalf of the State 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 Firms are on the list of private attorneys under 74 O.S.2021, § 20i and that Law Firms have met the requirements for being retained as private counsel under section 20i. Law Firms 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%
\$10,000,000.01-\$15,000,000.00	Plus 20% of any amount in this range
\$15,000,000.01-\$20,000,000.00	Plus 15% of any amount in this range
\$20,000,000.01-\$25,000,000.00	Plus 10% of any amount in this range
\$25,000,000.01 or more	Plus 5% of any amount in this range

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 Firms, and regardless of the number of actions or proceedings or number of retained attorneys involved.

2. Law Firms agree to limit their 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 Firms from any judgment, Law Firms 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 Firms under paragraph 1 of this Appendix.
4. Law Firms shall receive no compensation or cost reimbursement if there is no recovery. Nor shall Law Firms 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 Firms will make reasonable efforts to petition the court where the litigation is pending for an order requiring that Law Firms' costs, including non-labor, experts, consultants, and other reimbursable costs, be paid by the defendant(s). Should such an order not be issued, Law Firms' 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 Firms 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. The State and Law Firms 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 Firms 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 for advancing any of the costs or expenses of the Litigation.
6. Law Firms 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 Firms 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.
7. Reimbursement of costs and expenses of another law firm retained by Law Firms shall be the responsibility of Law Firms and not the State. Law Firms agree 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 Firms.
8. The State shall not be liable to reimburse Law Firms for any costs or expenses advanced or incurred by Law Firms 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.
9. In the event of a recovery by way of settlement or judgment, Law Firms 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.











Final Contingency Fee Contract for Legal Services_RFP 2025-02

Final Audit Report

2025-12-14

Created:	2025-12-12
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✔ Agreement completed.
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