

Retention Agreement and Contingency Fee Contract

Pursuant to Section 34.378, RSMo., the State of Missouri, through the Attorney General of the State of Missouri (Attorney General), and Cook, Vetter, Doerhoff & Landwehr PC, by and through attorney Heidi Doerhoff Vollet, enter into this Retention Agreement and Contingency Fee Contract (Agreement):

I. Recitals

WHEREAS, after review of the potential legal action relating to a loss incident involving the Office of State Courts Administrator's (OSCA) data center occurring in or about June–July 2024, the Attorney General has determined the following:

1. That potential claims should be investigated and, if warranted, brought on behalf of the State of Missouri and OSCA arising from the OSCA data center failure/loss incident, including investigation, negotiation, settlement, and/or litigation activity necessary to protect the interests of the State and OSCA.
2. That the investigation, research, and any litigation of such claims may require the coordinated work of attorneys, paralegals, technical experts, consultants, and support personnel familiar with complex data, technology, contract, and litigation issues.
3. That it is in the best interests of the State and its citizens for the State to retain attorneys with significant complex-litigation experience, familiarity with OSCA's systems and responsibilities, and the capacity to prosecute the matter efficiently and effectively on a contingency basis.
4. That Heidi Doerhoff Vollet of Cook, Vetter, Doerhoff & Landwehr PC (the law firm) was initially retained to conduct an initial review and investigation following the triggering incident at state hourly rates, and that the matter will now proceed on a contingency basis for the conclusion of investigation, negotiation, settlement, and/or litigation phases.
5. That the Attorney General has made the Written Determination required by Section 34.378, RSMo., for use of contingency fee counsel in this matter, which is incorporated into this Agreement and attached as Exhibit A. The Written Determination further finds that requesting proposals is not feasible under the circumstances due to sensitivity, security, and timing considerations, and the urgency of resolution given OSCA's responsibilities supporting all Courts in the state and contractual obligations.

3. No Assurance of Success.

3.1 The Attorney General and the law firm recognize that the claims present factual and legal obstacles, and that no assurance of success can be made.

4. Communications and Public Statements.

4.1 The Attorney General shall maintain sole responsibility for public distribution of information concerning this matter. All press or media inquiries shall be referred to the Attorney General's Communications Team and shall be approved and authorized by the Attorney General, or the Attorney General's designee(s). The law firm shall timely provide information and supporting documents as reasonably requested for any public statement or release.

5. Compensation; Costs; Termination.

5.1 **Contingency Only.** The law firm agrees to represent the State on a fully contingent basis. The sole contingency upon which the law firm shall be compensated is a monetary recovery or monetary value actually received by the State of Missouri and/or OSCA in this matter, whether by settlement or judgment. Any fee request from opposing parties shall be subject to the consent of the Attorney General, or the Attorney General's designee(s). The contingency fee shall not be based on any penalties or civil fines, or any amounts attributable to penalties or civil fines.

5.2 **Costs and Expenses.** The law firm shall advance all reasonable and necessary costs and expenses related to the claims, including without limitation court fees, travel, depositions, investigators, paralegals, computer research, experts, consultants, accounting, and any retention of additional temporary support counsel as needed. The State of Missouri and/or the Attorney General will not pay any such costs and expenses except from a monetary recovery actually obtained. Recovery by the law firm of any such costs and expenses is contingent upon a monetary recovery. Such costs and expenses shall be approved by the Attorney General, or the Attorney General's designee(s), and initially borne by the law firm, which may seek reimbursement from the court, or from opposing parties in mediation or settlement, from any gross recoveries secured through pursuit of the claims, Mo. Rev. Stat. 34.378.7-10 (.10: "[a]s used in this section, 'amount recovered' does not include any moneys paid as costs.").

5.3 **Exclusive Compensation.** The law firm shall receive no compensation or reimbursement other than as set out in this Agreement. If no monetary recovery is realized, the law firm shall receive no compensation or reimbursement.

5.4 **Termination.** The State of Missouri, through the Attorney General, may terminate this Agreement for any reason, with or without cause, by written notice to the law firm. Upon termination, the law firm shall, unless otherwise

mutually agreed in writing, cease all services immediately. Subject to professional obligations, the law firm shall promptly transfer to the Attorney General all information and associated work product prepared by the law firm to the extent requested. If the Attorney General subsequently obtains a monetary remedy in the legal matter, the terminated the law firm may seek a reasonable portion of the recovery based on its percentage of work and the stage of litigation during which it represented the State; provided that any such fee shall not exceed half of the contingency fee the law firm would have obtained had it continued representation to settlement or judgment based on the fee scale in Exhibit C.

6. Contingency Fee Schedule; Statutory Limits.

6.1 Except as otherwise provided in this Agreement, including Section 5.4, the law firm shall receive a contingency fee on any recovery as outlined in Sections 34.378.7–34.378.10, RSMo. The Contingency Fee Recovery Schedule is attached as Exhibit C and incorporated herein.

7. Association of Other Attorneys; Nonassignment.

7.1 With approval of the Attorney General, or the Attorney General's designee(s), the law firm may associate other attorneys at its own expense and at no cost to the State of Missouri. Notwithstanding any such association, this Agreement is nonassignable and nontransferable, and the law firm's commitments are not delegable without the express, written consent of the Attorney General.

8. Records; Timekeeping; Retention; Sunshine Law Requests.

8.1 The law firm and any associated attorneys shall, from the date hereof until not less than four (4) years after final resolution of this matter, maintain detailed, current records including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions concerning the provision of attorney services related to the claims, and shall follow applicable Attorney General retention policies.

8.2 The law firm shall maintain detailed contemporaneous time records for attorneys and paralegals working on this matter in increments of not greater than one-tenth (0.1) hour and shall promptly provide such records to the Attorney General upon request.

8.3 Any request under chapter 610, RSMo., for inspection and copying of such records shall be served upon and responded to by the Missouri Attorney General's Office.

9. Governing Law; Venue.

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts-of-law principles.

9.2 Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the State of Missouri.

10. Conflicts; Ethical Compliance; Professional Responsibility.

10.1 The law firm represents that it has conducted appropriate conflicts checks and that its representation complies with applicable rules of professional conduct. The law firm shall promptly notify the Attorney General if any potential or actual conflict arises.

10.2 Nothing in this Agreement shall be deemed to require any act inconsistent with the Missouri Rules of Professional Conduct. If any provision conflicts with such rules, the rules shall govern and the conflicting provision shall be conformed accordingly after consultation between the parties.

11. Notices.

11.1 Notices under this Agreement shall be in writing and delivered by hand, overnight courier, or email with confirmation, to the following:

Attorney General of Missouri

Attn: Chief of Staff, Office of the Attorney General
Supreme Court Building
207 West High Street
Jefferson City, Missouri 65101

Cook, Vetter, Doerhoff & Landwehr PC

Attn: Heidi Doerhoff Vollet
231 Madison Street
Jefferson City, MO 65101
hvollet@cvd1.net

12. Entire Agreement; Exhibits; Amendments; Counterparts.

12.1 This Agreement, including all Exhibits, constitutes the entire agreement between the parties concerning the subject matter and supersedes prior or contemporaneous understandings relating to contingency representation of this matter, provided that any prior hourly engagement for initial investigation remains separate solely with respect to amounts previously invoiced or paid at state hourly rates.

12.2 Exhibits A, B, and C are incorporated herein. In the event of a conflict between this Agreement and Exhibit B (Attorney General's Standard Addendum), Exhibit B shall control to the extent required by law.

12.3 This Agreement may be amended only by a written instrument signed by duly authorized representatives of both parties.

12.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, and together which shall constitute one and the same instrument. Electronic signatures shall be deemed originals. The effective date of the agreement shall be the date of signature of the last party to sign.

Signature Page

Missouri Attorney General's Office State of Missouri

By: Maddie Greer
Maddie Green, Chief of Staff

Date: 5-5-26

Cook, Vetter, Doerhoff & Landwehr PC

By: Heidi Doerhoff Vollet
Heidi Doerhoff Vollet, Partner

Date: 4/13/2026

EXHIBIT A

Attorney General's Written Determination

Attorney General's Written Determination (Written Determination) dated March 3, 2026, is incorporated into this Agreement. A copy of the Written Determination is attached to this Agreement and shall be considered Exhibit A to this agreement, for reference.

EXHIBIT B

Attorney General's Standard Addendum

The Attorney General's Standard Addendum on Expectations of the Parties Contingency Fee Contracts under Section 34.378, RSMo. is incorporated into this Agreement by reference as Exhibit B.

EXHIBIT C

Contingency Fee Recovery Schedule

Pursuant to Sections 34.378.7–34.378.10, RSMo., the law firm shall receive a contingency fee on any recovery as follows:

1. Fifteen percent (15%) of that portion of any amount recovered that is ten million dollars or less;
2. Ten percent (10%) of that portion of any amount recovered that is more than ten million dollars but less than or equal to fifteen million dollars;
3. Five percent (5%) of that portion of any amount recovered that is more than fifteen million dollars but less than or equal to twenty million dollars; and
4. Two percent (2%) of that portion of any amount recovered that is more than twenty million dollars.

Additional statutory limitations and definitions:

5. The total fee payable to all retained private attorneys in any matter that is the subject of a contingency fee contract shall not exceed ten million dollars, exclusive of any costs and expenses provided by the contract and actually incurred by the retained private attorneys, regardless of the number of actions or proceedings or the number of retained private attorneys involved in the matter.
6. A contingency fee shall be payable only from moneys that are actually received under a judgment or settlement agreement and shall not be based on any amount attributable to a fine or civil penalty.
7. As used in this schedule, “amount recovered” does not include any moneys paid as costs.



ATTORNEY GENERAL OF MISSOURI

CATHERINE L. HANAWAY

March 3, 2026

MEMORANDUM FOR: RECORD

RE: *Use of Contingency Fee Counsel - Determination under Missouri Revised Statute 34.378 - OSCA Data Center Investigation and Litigation*

I. Summary Determination and Findings

Pursuant to Mo. Rev. Stat. 34.378.1, I hereby determine that engaging outside counsel on a contingency fee basis to represent a state entity (OSCA) in connection with potential claims arising from a significant data center loss incident is cost-effective and in the public interest. Heidi Doerhoff Vollet of Cook, Vetter, Doerhoff & Landwehr PC was initially retained to conduct an initial review and investigation after the triggering incident (an OSCA data center failure in June-July 2024). Since that date, Ms. Doerhoff Vollet has worked closely with experts conducting initial investigative work and evaluation at state hourly rates. Initial investigatory steps are concluded, and next steps are now needed. As this matter shifts into the next phases (conclusion of investigation, negotiation, settlement and or litigation) Ms. Doerhoff Vollet will be unable to continue to work at state hourly rates.

Retaining Ms. Doerhoff Vollet to represent the State at contingency rates set by Mo. Rev. Stat. 34.378.7 for the remainder of this matter provides the best and most effective value to the State as discussed below. I also determine that, pursuant to Section 34.378.2, the sensitivity of this matter, and the security and timing of the desired resolution, it is not feasible under the circumstances to request written proposals from other private attorneys. Speedy resolution is necessary in light of OSCA's responsibilities supporting

all Courts in the state, as well as its ongoing contractual obligations and pending contract renewals.

II. Analysis of Statutory Factors Under Mo. Rev. Stat. 34.378.1-2

The Office of the Missouri Attorney General does not currently have sufficient plaintiff-side attorneys with the unique skills required for this nuanced type of litigation. The Attorney General also determines that “requesting proposals is not feasible under the circumstances” (34.378.2) and sets forth the basis for this determination in writing below:

- 1) Whether there exists sufficient and appropriate legal and financial resources within the attorney general’s office to handle the matter.

The Office’s current staffing and budgeted resources are not sufficient to investigate and prosecute this matter at the pace required. While the Office maintains capable trial attorneys on the defense side and the Office does sometimes sue as a plaintiff in the consumer setting, the specialized skills required for a plaintiff’s-side investigation and possible litigation is not currently available in-house without significant risk to other statutorily required functions. Utilizing a contingency fee arrangement aligns payment with recoveries, mitigates immediate fiscal impact on the state, and preserves public resources for core functions while still providing the experience and capacity required for effective representation.

- 2) The time and labor required; the novelty, complexity, and difficulty of the questions involved; and the skill requisite to perform the attorney services properly.

This matter will likely require substantial attorney time, discovery, expert and continued investigative management, settlement offers and discussions and the possibility for complex motion practice, and working with experts across multiple technical disciplines. The questions presented are novel and complex. Proper performance requires highly specialized litigation skills which the current attorney possesses.

- 3) The geographic area where the attorney services are to be provided.

The anticipated services will occur within Missouri and potentially in other jurisdictions depending on forum selection, third-party discovery, and defendant locations. Counsel must be able to litigate in Missouri courts and, if necessary, coordinate with co-counsel or seek pro hac vice admission in other forums. Current counsel has extensive experience in Missouri and Federal courts.

- 4) The amount of experience desired for the particular kind of attorney services to be provided and the nature of the private attorney's experience with similar issues or cases.

The state requires counsel with experience in complex litigation and negotiations between parties. Currently assigned counsel has a proven record handling matters of comparable size and complexity and already possesses robust familiarity with the nuances of this complex case. Retaining Ms. Doerhoff Vollet at contingency rates will materially advance Missouri's interests and is unlikely to be replicated with internal resources within the timeframe needed for effective action. Moreover, it is unlikely another firm would be able to match her mastery of the issues in this case on an acceptable timeline.

- 5) Requesting proposals is not feasible under the circumstances

Ms. Doerhoff Vollet has already spent time working with experts in conducting an initial investigation into this matter. Data security and contract considerations lend an urgency for OSCA to be positioned to resolve this matter quickly. Moreover, OSCA is pleased with Ms. Doerhoff Vollet's diligent work in this matter to date and wishes to proceed with her representation on a contingent basis. In light of these factors, I determine it is not feasible under the circumstances to wait for submission of requests for proposals from other public attorneys.

III. Conclusion

For the reasons stated, I determine that:

The Office does not have sufficient and appropriate legal and financial resources to handle this matter internally at the level required without adverse impact on core functions. Requesting proposals is not feasible under the circumstances.

Accordingly, engagement of outside counsel on a contingency fee basis is both cost-effective and in the public interest under Section 34.378, RSMo. The Office shall proceed to retain Ms. Doerhoff Vollet on a contingency basis in accord with the provisions of Mo. Rev. Stat. 34.378, subject to all statutory requirements and applicable procurement and oversight provisions.

Signed,

THE MISSOURI ATTORNEY GENERAL

By: Maddie Green

Maddie Green
Chief of Staff

I concur:

By: Peter F. Donohue

Peter F. Donohue
General Counsel

March 24, 2026
Date