

**Standard Addendum on Expectations of the Parties**  
*Contingency Fee Contracts under Section 34.378, RSMo.*

For any case in which a retention agreement and contingency fee contract is awarded to a private law firm, this standard addendum (addendum) outlines the responsibilities of the State of Missouri and private law firm (“law firm”):

1. The law firm and State of Missouri, through the Missouri Attorney General’s Office, shall abide by the terms of the retention agreement and contingency fee contract (agreement) which are incorporated into this addendum by reference.
2. Attorney(s) from the Missouri Attorney General’s Office shall retain complete control over the course and conduct of the case(s) and litigation.
3. Attorney(s) from the Missouri Attorney General’s Office with supervisory authority shall oversee the litigation.
4. Attorney(s) from the Missouri Attorney General’s Office shall retain veto power over any decisions made by law firm.
5. Attorney(s) from the Missouri Attorney General’s Office with supervisory authority for the case shall attend all settlement conferences.
6. Decisions regarding settlement of the case shall be reserved exclusively to the discretion of the Attorney General, or the Attorney General’s designee(s).
7. The law firm shall diligently and cost effectively represent the State in this matter utilizing its specialized expertise in this type of litigation.
8. The law firm shall provide regular updates regarding its work associated with the Agreement.
9. The law firm shall advance all costs and expenses and shall seek reimbursement through the Court and not through the State of Missouri and/or Missouri Attorney General’s Office.
10. The law firm shall receive no other compensation than that set forth in the Agreement.
11. The law firm shall not seek compensation or reimbursement from the State of Missouri or the Missouri Attorney General’s Office in the event there is no monetary recovery.
12. The law firm shall from the inception of the contract until at least four years after the contract expires or is terminated, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services.
13. The law firm shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the matter in increments of no greater than one-tenth of an hour and shall promptly provide these records to the Attorney General, upon request.
14. The law firm shall promptly notify the Attorney General, or the Attorney General’s designee(s), of any request received by the law firm under chapter 610 as well as of any media requests. The Attorney General’s Office will handle such requests.

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15. From time to time, the Missouri Attorney General's Office may modify this addendum and the Law Firm agrees to abide by any such future modifications that may be made during the pendency of the agreement.