

**AGREEMENT FOR PRIVATE ATTORNEY SERVICES
REGARDING [REDACTED]**

This Agreement is entered into in the City of Tallahassee, Leon County, Florida, by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, later called the "Agency," with headquarters located at PL-01, The Capitol, Tallahassee, FL 32399-1050, and Keller Postman LLC, later called "Outside Counsel." The Agency and Outside Counsel are each a "Party," and collectively, the "Parties." This Agreement shall bind the Parties upon its execution by their duly authorized representatives.

WHEREAS, the Agency requires professional and specialized legal services in the matters described in this Agreement; and

WHEREAS, Outside Counsel is qualified and has agreed to perform such professional and specialized legal services; and

WHEREAS, the Attorney General has made a written determination that contingent fee representation with Outside Counsel is both cost-effective and in the public interest.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. SERVICES

The Agency agrees to engage Outside Counsel and Outside Counsel agrees to perform the services described in this Agreement and in Appendix A attached here. Outside Counsel understands and agrees that all services contracted are to be performed solely by Outside Counsel and may not be subcontracted, assigned, or transferred without the prior written consent of the Agency.

Outside Counsel shall provide legal services to the Agency to conduct a pre-litigation investigation and to represent the State in civil litigation promptly filed to pursue all available legal and equitable remedies in connection with damages and any other relief, including penalties,

incurred by the State as a result of actions or omissions of [REDACTED]

[REDACTED] the Agency authorizes in writing to be filed, which representation shall last through resolution of the lawsuit(s) including through any and all appellate proceedings [REDACTED] Outside Counsel will perform all necessary and prudent investigations to determine whether other defendants or other categories of defendants should be added to the Litigation.

The Agency may provide certain documents, data, and records to Outside Counsel under this Agreement. Outside Counsel shall maintain the confidentiality of all such materials to the fullest extent allowed by law unless a particular disclosure is approved in writing by the Agency.

Outside Counsel will not represent another client adverse to the State of Florida or its agencies without the prior written consent of the Agency.

ARTICLE 2. COMPENSATION

Outside Counsel shall be compensated for its services in accordance with the provisions of Appendix B of this Agreement. Any compensation that may be provided to Outside Counsel shall be subject to the requirement in Section 16.0155(5), Florida Statutes, that in no event shall the aggregate contingency fee exceed \$50,000,000.00. Any attorney's fees that might otherwise be due under this Agreement shall be forfeited if, during the pendency of the OpenAI Litigation, Outside Counsel takes a public position that is adverse to the Agency's settlement or litigation posture, in accordance with Section 287.059(7)(b), Florida Statutes.

ARTICLE 3. TERM

This Agreement, unless terminated, shall extend through the conclusion, including appeal, by payment, judgment, settlement or voluntary or involuntary dismissal of all litigation, appeals, and negotiated resolution of the [REDACTED] Notwithstanding any contrary provision in the Agreement, this Agreement may be terminated, without cause and without recourse, upon five (5) business days' written notice to the other party. Such notice of termination shall specify the effective date of the termination.

ARTICLE 4. CONTROL AND MANAGEMENT OF OPENAL LITIGATION CLAIMS

(A) The Agency and Outside Counsel shall consult from time to time about all significant aspects of the [REDACTED] But the Agency shall have the final, sole, and unreviewable authority to control all policy and other major, substantive issues affecting the [REDACTED] including, but not limited to, the presentation, negotiation, and resolution of the [REDACTED] the content of any pleading or other court document, and the selection of experts and consultants.

(B) The Agency shall designate a member or members of its staff to monitor, review, and participate in the conduct of the [REDACTED] The Agency may directly participate in any aspect of the [REDACTED] at the discretion of the Agency. The Agency shall have the right to substitute itself, or its designee, for Outside Counsel on any aspect of the [REDACTED] [REDACTED] when the Agency, in its sole discretion, finds that such a substitution would best serve the interests of the State of Florida.

(C) Outside Counsel shall perform the services described in this Agreement at such times and in such sequence as may be directed by the Agency and in compliance with any deadlines set by any court and by any applicable rules.

(D) Outside Counsel shall hold status meetings with the Agency, at the Agency's request.

(E) Upon the request of the Agency, Outside Counsel shall promptly report, either orally or in writing as requested, on the status of [REDACTED] including, but not limited to, problems, strategy, analysis, and the like. Outside Counsel will provide a comprehensive status report every three months and at such other times as the Agency may direct. Outside Counsel agrees to disclose fully and accurately all facts and to keep the Agency apprised of all developments in the [REDACTED]

(F) The Agency shall designate one or more staff members to act as a liaison with any state agencies that become substantially involved in the [REDACTED]. To the extent feasible, Outside Counsel shall work through such a liaison in communicating with the involved agencies. Copies of all written communications between Outside Counsel and any state agencies relating to the [REDACTED] shall be provided to the Agency.

ARTICLE 5. DOCUMENTATION

(A) Outside Counsel shall maintain detailed contemporaneous records that concern the provision of attorney services under this Agreement in accordance with Section 287.059(16), Florida Statutes, including, but not limited to, the documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions. Upon request, Outside Counsel shall promptly provide these detailed records to the Agency.

(B) Under section 16.0155(4), Florida Statutes, Outside Counsel shall maintain detailed contemporaneous time records for the attorneys and paralegals working on the [REDACTED] [REDACTED] in increments of no greater than one tenth of an hour. Upon request, Outside Counsel shall promptly provide these detailed time records to the Agency.

ARTICLE 6. PUBLIC RECORDS

Outside Counsel shall allow public access to all documents, papers, letters or other materials made or received in conjunction with this Agreement, except for those records exempt from disclosure by state law or by operation of Sections 119.071, and 960.15, Florida Statutes or Chapter 119, Florida Statutes. Failure by Outside Counsel to allow this public access constitutes grounds for unilateral cancellation by the Agency at any time, with no recourse available to Outside Counsel. Further, if Outside Counsel fails to provide the public records to the Agency within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes. Outside Counsel shall also keep and maintain all public records consistent with the State of Florida's record-retention schedule. A request to inspect or copy public records relating to this Agreement must be made directly to the Agency. If the Agency does not possess the requested records, the Agency will immediately notify Outside Counsel of the request. Upon receiving such a notification and request from the Agency's Custodian of Public Records, Outside Counsel shall provide the Agency with a copy of the requested records, at no cost to the Agency, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Outside Counsel will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Outside Counsel does not transfer the records to the Agency at that time.

Upon completion of this Agreement, Outside Counsel shall keep and maintain public records required by the Agency to perform the services to be provided in the scope of this Agreement or electronically transfer, at no cost, to the Agency all public records in possession of

Outside Counsel. If Outside Counsel transfers all public records to the Agency upon completion of the Agreement, Outside Counsel shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Outside Counsel keeps and maintains public records upon completion of the Agreement, Outside Counsel shall meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the Agency, upon request of its Custodian of Public Records, at no cost to the Agency, in a format compatible with the information technology systems of the Agency.

IF OUTSIDE COUNSEL HAS QUESTIONS ABOUT THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OUTSIDE COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399.

ARTICLE 7. E-PROCUREMENT

Before execution of this Agreement, Outside Counsel shall be registered electronically with the State of Florida at dms.myflorida.com. If the Parties agree that exigent circumstances exist that would prevent such registration from taking place before execution of the Agreement, then Outside Counsel shall so register within twenty-one (21) days from the date of execution. The online registration can be completed at <https://vendor.myfloridamarketplace.com/register>.

ARTICLE 8. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors, including Outside Counsel, have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete Outside Counsel's Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 9. PAYMENT PROVISIONS

(A) The Agency is exempt from payment of Florida state sales and use tax and Federal Excise tax. Outside Counsel, however, shall not use the Agency's Tax exemption number to secure any materials or services. Outside Counsel shall be responsible and liable for the payment of all taxes resulting from this Agreement.

(B) Outside Counsel shall not pledge the Agency's credit or make the Agency a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(C) Any payment for services shall be issued in accordance with the provisions of Section 215.422, Florida Statutes.

(D) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline at 1-800-848-3792.

(E) In accordance with the provisions of Section 287.0582, Florida Statutes, the Agency's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature.

ARTICLE 10. E-VERIFY

Outside Counsel shall use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees who are hired to render professional legal services to the Agency under this Agreement.

ARTICLE 11. SUBCONTRACTING

Subcontracting, assignment, or transfer of all or part of the interest of Outside Counsel in the work covered by this Agreement shall be prohibited without the prior written consent of the Agency. If the Agency gives such consent, Outside Counsel shall ensure that this Agreement applies to and binds the party or parties to whom such work is subcontracted, assigned, or transferred as fully as Outside Counsel is hereby bound. This action shall not relieve Outside Counsel of its obligation to perform all work in compliance with this Agreement.

ARTICLE 12. DELIVERY OF DOCUMENTS AT END OF TERM

All finished or unfinished documents, data, studies, correspondence, records, reports, and other products prepared by or for Outside Counsel under this Agreement shall be appropriately arranged, indexed, and delivered to the Agency within fifteen (15) days of the end of the term of this Agreement, for the exclusive use of the Agency.

ARTICLE 13. AMENDMENTS

Any modifications or changes to this Agreement must be mutually agreed upon and incorporated in a written amendment to this Agreement signed by both parties.

ARTICLE 14. INDEPENDENT CONTRACTOR

Outside Counsel and any of its employees, agents, or assigns are independent contractors and not employees or agents of the Agency.

ARTICLE 15. LIABILITY

The Agency shall not be liable for the acts, omissions, or negligence of Outside Counsel, its agents, servants, and employees, nor shall Outside Counsel disclaim its own negligence to the Agency or any third party. Outside Counsel shall maintain, during the period of this Agreement, a professional liability insurance policy or policies for the professional services to be rendered hereunder.

ARTICLE 16. NONDISCRIMINATION AND COMPLIANCE

Outside Counsel shall comply with all applicable federal, state, and local laws and ordinances and shall not discriminate on the grounds of race, national origin, religion, gender, or physical disability in the performance of the work rendered under this Agreement. And Outside Counsel shall comply at all times with the Attorney General's Policy Memorandum Regarding Outside Counsel for the State of Florida that prohibits discriminatory diversity, equity, and inclusion policies, and environmental, social, and governance policies.

ARTICLE 17. ADMINISTRATION OF AGREEMENT

(A) The Agency contract administrator is Jason Hilborn, Deputy Attorney General for Civil Enforcement.

(B) Outside Counsel's contract administrator is Ashley Keller.

(C) All written and oral approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees.

(D) All notices required herein must be given to the parties' contract administrators.

ARTICLE 18. COOPERATION WITH AGENCY INSPECTOR GENERAL

Outside Counsel understands its duty, under section 20.055(5), Florida Statutes, to cooperate with the Agency's Inspector General in any investigation, audit, inspection, review or hearing. Outside Counsel will comply with this duty and ensure that its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

ARTICLE 19. PUBLIC ENTITY CRIME AND DISCRIMINATION

Pursuant to Sections 287.133 and 287.134, Florida Statutes, and the definitions of terms set forth therein, the following restrictions apply to the persons or affiliates placed on the convicted vendor list regarding Public Entity Crime and the discriminatory vendor list regarding Discrimination.

(A) **PUBLIC ENTITY CRIME.** A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in Section 287.017, Florida Statutes), for a period of 36 months from the date of being placed on the convicted vendor list, under section 287.133, Florida Statutes. Outside Counsel certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Agency

within five (5) days of its, or any of its affiliate's, placement thereon.

(B) DISCRIMINATION. An entity or affiliate (as defined) who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months after the date the entity or affiliate was placed on the discriminatory vendor list, under section 287.134, Florida Statutes. Outside Counsel certifies that neither it nor any affiliate has been placed on such discriminatory vendor list and shall notify the Agency within five (5) days of its, or any of its affiliate's, placement thereon.

ARTICLE 20. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments and appendices, embodies the entire Agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. The parties have not relied on any communications not set forth in this Agreement, its attachments, addenda, and appendices.

ARTICLE 21. APPLICABLE LAW AND VENUE

Agreement shall be governed by and construed under the laws of the State of Florida. All litigation arising under the Agreement shall be instituted only in the Circuit Court in and for Leon County, Florida.

ARTICLE 22. SPECIAL CONDITIONS

(A) Outside Counsel agrees to permanently refrain from using or mentioning its association with the State of Florida or the Agency in advertisements, letterhead, business cards, etc. Outside Counsel's service to the State of Florida or the Agency may be generally stated and described in Outside Counsel's professional resume and social media case updates. Outside Counsel may not give the impression, in any event or manner, that the State of Florida or the Agency recommends or endorses Outside Counsel.

(B) All contacts with or inquiries from the news media in connection with either the [REDACTED] or the services rendered under this Agreement shall be promptly referred to the Agency contract administrator for response.

(C) Any material that is produced or developed in connection with this Agreement shall remain the exclusive property of the Agency and may not be copyrighted, patented, or otherwise restricted as provided by law. Outside Counsel does not have any proprietary interest in any product(s) developed or produced under this Agreement.

(D) The Agreement is signed by an authorized representative of the Agency, who shall also maintain custody of the Agreement. The Agreement is signed by a member of each participating law firm authorized to legally bind such firm.

(E) Outside Counsel acknowledges that the Agency is required to comply with laws on the sharing of information received from law enforcement agencies. Outside Counsel further acknowledges that the Agency will not disclose communications from or with other state or federal governmental authorities or apprise Outside Counsel of developments relating to investigations or litigation initiated by other state or federal governmental authorities if such communications or developments are provided to the Agency on a confidential basis.

IN WITNESS WHEREOF, the Agency and Outside Counsel have executed this Agreement on
this 28th day of April, 2026.



Greg Slomp
General Counsel



Ashley Keller
Keller Postman LLC

82-3926094
FEID Number

**APPENDIX A TO THE PROFESSIONAL SERVICES AGREEMENT
FOR PRIVATE ATTORNEY SERVICES**

DESCRIPTION OF SERVICES

1. Outside Counsel shall serve as co-counsel with the Agency in litigation and related matters as requested pertaining to the [REDACTED]
2. The Agency's objective in this matter is to secure the most favorable possible resolution as quickly as possible.
3. The services shall consist of the following and such other services as may be assigned by the Agency to Outside Counsel, subject to Article 4 of the Agreement:
 - (A) Providing counsel, representation, claim preparation, litigation, trial, and appellate services to carry out its representation of the Agency in the [REDACTED] as necessary.
 - (B) Investigation, research, document review, and data analysis necessary to carry out its duties and obligations as co-counsel to the Agency in the [REDACTED]
 - (C) Preparing and providing to the Agency all documents and instruments that the Agency considers necessary or appropriate to carry out the [REDACTED] and in such form as the Agency considers necessary or appropriate, including, but not limited to, electronic, magnetic, or paper.
 - (D) Hiring any and all consultants and experts necessary to carry out the [REDACTED]
[REDACTED]
 - (E) Responding to discovery requests and assisting with document production as necessary in the [REDACTED]
 - (F) Being available upon the reasonable request of the Agency to consult any group or person designated by the Agency regarding the [REDACTED]

(G) Taking any and all legal action necessary to collect any recovery resulting from judgment entered in, or settlement of, the [REDACTED]

(H) Providing all other legal services necessary to successfully carry out its full and complete representation of the Agency in the [REDACTED]

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APPENDIX B TO THE PROFESSIONAL SERVICES AGREEMENT FOR PRIVATE ATTORNEY SERVICES

FEE AND EXPENSE REIMBURSEMENT STRUCTURE

1. Outside Counsel shall first seek to have its reasonable attorney's fees, costs, and expenses paid by one or more of the parties legally responsible for the [REDACTED]
2. In the event of a successful monetary resolution of the [REDACTED] during this Agreement, but where the responsible parties do not pay Outside Counsel for its reasonable attorney's fees, any agreed-upon contingency fee from the State's gross monetary recovery on the [REDACTED] will be in an amount consistent with Section 16.0155(5), Florida Statutes. If the parties cannot agree on the appropriate fee within thirty (30) days after the successful monetary resolution and settlement of the [REDACTED] any controversy or claim arising out of or related to this Appendix B concerning attorney's fees shall be resolved by formal, binding arbitration proceedings initiated through, and administered by, the American Arbitration Association, www.adr.org, under its Commercial Arbitration Rules, with the hearing to be conducted in Leon County, Florida before a single arbitrator selected by the Agency who is a retired state or federal judge. The parties also agree to accept the arbitrator's award as final and binding on them and not subject to any administrative appeal or judicial challenge. The arbitrator shall determine the attorney's fees to be paid to Outside Counsel for its work based on the factors in the R. Regulating Fla. Bar 4-1.5(b), entitled "Factors to Be Considered in Determining Reasonable Fees and Costs," provided that in no event may the arbitrator's award to be paid by the Agency to Outside Counsel exceed the lesser of 3.5% of the State's gross monetary recovery on the [REDACTED] or thrice the value of the hours expended by the full-time employees or shareholders of Outside Counsel on the [REDACTED] at their customary hourly rates, after applying an offset for any amount received by Outside Counsel under the first paragraph of this

Appendix. The parties agree that the State's gross monetary recovery on the [REDACTED] shall not include the value of any injunctive relief or any other similar non-monetary recovery or conduct relief. Outside Counsel and the Agency shall split equally the cost of any arbitration proceeding.

3. Outside Counsel agrees to advance all costs and expenses, including, but not limited to, travel expenses, deposition, hearing, and trial transcripts, expert witness and consultant fees and expenses, copying charges, etc. necessary to fulfill the terms of this Agreement. In the event of a successful monetary resolution of the [REDACTED] during this Agreement, the Agency agrees to reimburse Outside Counsel for the necessary and reasonable expert witness and consultant fees and expenses it incurred, after taking into account an offset for any amount received by Outside Counsel under the first paragraph of this Appendix. Outside Counsel agrees that any such request for reimbursement will be submitted to the Agency within thirty (30) days after the successful monetary resolution of the [REDACTED]. The Agency shall not be liable to reimburse Outside Counsel for any other costs or expenses it advanced or incurred in fulfilling the terms of this Agreement.

4. Compensation of counsel associated by Outside Counsel under Article 11 of this Agreement (including reimbursement of any costs and expenses advanced or incurred by such counsel) shall be determined solely by agreement between Outside Counsel and such counsel. The Agency shall have no fiscal responsibility or liability for compensation of such counsel. Outside Counsel agrees to indemnify, defend, and hold harmless the State of Florida (including the Agency) against any claim for compensation or reimbursement of costs or expenses incurred by counsel associated by Outside Counsel under Article 11 of this Agreement.