

August 13, 2024

Patricia L. Franz, Esq.  
General Counsel  
Oklahoma Corporation Commission  
P.O. Box 52000  
Oklahoma City, OK 73152-2000

RE: Oklahoma Corporation Commission Engagement

Dear Ms. Franz,

We are pleased that you have engaged us to represent Oklahoma Corporation Commission. This is a new engagement for Riggs, Abney, Neal, Turpen, Orbison & Lewis (“Riggs Abney”). The purpose of this letter is to memorialize the specifics of the Engagement.

**Names and Bar Numbers:** The attorneys who will be working on this matter include:

Melvin C. Hall: Bar No. 3724

Don Bingham: Bar No. 794

**Hourly Rates:** Both attorneys will bill at an hourly rate of \$300.00 per hour.

**Nature and Scope of the Project:** The Firm is to conduct an independent investigation of Commissioner misconduct impacting Commission employees or others who do business with the Commission. The primary investigative tool will be interviews at locations to be agreed upon by the firm and the interviewee. All interviews will be strictly voluntary and will be arranged be anyone wishing to come forward and speak with the investigator(s) and the Firm. The Firm will maintain the confidentiality of those giving statements and will provide to the OCC an anonymized Report of Findings and Recommendations. If required, the Firm will prepare to defend the OCC in related civil litigation. Any information obtained during the course of the investigation that involves behavior of a criminal nature will be referred to the investigator assigned to this matter at the Office of the Attorney General.

**Expected Fees and Costs:** It is difficult to estimate at this time the expected fees and costs; however, it is estimated that the investigation will not exceed \$25,000.00.

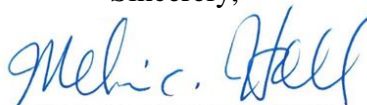
**Travel Expenses:** The Oklahoma Corporation Commission will reimburse Riggs Abney for any travel expenses in a manner consistent with the State Travel Reimbursement Act.

**Non-Collusion Affidavit:** Attached hereto is the non-collusion affidavit signed and sworn by the undersigned attorney.

**Audit Clause:** In accepting this contract, the attorney(s) agree(s) to this audit clause which provides that books, records, documents, accounting procedures, practices or any other items of the service provider relevant to the contract are subject to examination by the agency, the State Auditor and Inspector and State Purchasing Director. The parties agree that any pertinent State or Federal Agency will have the right to examine and audit all records relevant to the execution and performance of the resultant contract. The attorney(s) is/are required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other actions involving such records are started before the end of the three-year period, the records are required to be maintained for three years from the date all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

If you have any questions concerning this engagement letter, or should you ever wish to discuss any matter relating to our legal representation, please do not hesitate to contact me directly.

Sincerely,



Melvin Hall  
FOR THE FIRM