

entitled to and the contract is ruled to be invalid because the parties were not competent or lacked capacity to enter the contract, if Maximus goes to court, they may find themselves in a situation where others have found themselves. The court will say the contract is invalid, it is inappropriate for the court to lend its offices to enforce that which is not legal under the law so the parties are left where the court finds them. That is the strongest position the court can take which is that it will do nothing and whatever the state derived, the state benefits. Whatever Maximus expended to its detriment, Maximus will be out of. If Maximus derived money though from the state under a contract which is invalid, a citizen could seek to have that money restored to the state because it is taxpayer money. So although the state could not be compelled, if the court chose not to do it, to give Maximus any money, Maximus could be required to give back that money which it had improperly received under an invalid contract. But at any rate there are other remedies that could be available. One is quantum meruit, quantum valebant. One has to do with what is the work worth that was done. Should somebody be allowed unjust enrichment if that would be the theory on which the court would operate to say that Maximus is entitled to something. But with that having been taken out of the way, I hope you will look at these findings. The first one takes us to the Constitution because I think that's where we should start since we're dealing with an important issue. We all know that only the Legislature has the power to appropriate money. No money can be expended without a specific appropriation by the Legislature in the drawing of warrants. But in this instance I'm going to Section 6 of Article IV which requires that the affairs of the state be economically and efficiently administered. My conclusion is that that imposes a duty not to spend more for something than that something is worth. There has to be a direct connection between what you receive and the value you pay. The definition of contingent fee you'll find toward the end of this amendment in Section 5. Contingent fee means any fee, whether called commission, percentage, brokerage, finder's fee, contingent fee or otherwise denominated, which is a percentage of the amount or value recovered or obtained. That is what a contingent fee is, a percentage of what is obtained, and because contingent fee agreements are drafted in that manner, the courts have said they're not favored when public money is spent because there is no reasonable relationship between the fee charged and the work actually done and, in this instance, \$630,000 does not constitute the economical and efficient management of the