AGREEMENT FOR OUTSIDE COUNSEL

This Agreement is entered into between the Iowa Department of Justice (the Department) on behalf of the State of Iowa and individual defendants and Nyemaster Goode, P.C., 700 Walnut Street, Suite 1300, Des Moines, Iowa 50309 (Outside Counsel).

PURPOSE

Upon the request of the Department and the authorization of the Executive Council pursuant to Iowa Code section 13.3(1), Outside Counsel is retained to represent the defendants in *Kelly Jo Engelken Olson v. Skinner, et al.; McKinley Roby v. Skinner, et al.*, *Stephanie Schulte v. State of Iowa, et al.; Sara Montague v. Skinner, et al.*, filed in the state court alleging gross negligence.

DURATION

This Agreement shall extend from the approval of the Executive Council on September 8, 2026, until final resolution of this matter, unless terminated by the parties pursuant to the terms set forth in the Agreement.

SCOPE

(1) Assignment of specific legal matters to Outside Counsel shall be as authorized by the Department within the scope of this Agreement.

(2) Outside Counsel agrees to investigate, prosecute, defend and attend to the legal matters described in this Agreement in a careful, diligent and skillful manner. Assignment of specific legal matters to Outside Counsel shall be as authorized by the Department within the scope of this Agreement.

PAYMENT

(1) Legal services by Outside Counsel shall be performed by lawyers from Nyemaster Goode, P.C., including Katie Graham at $360 per hour, David Bower at $350/hr, Logan Eliason at $270/hr, Ethan Olson at $270/hr, Matt McGuire at $340/hr, Ryan Stefani at $315/hr., Keith Duffy at $340/hr, and other partners, associates, or paralegals at rates not to exceed $410 per hour. Rates are adjusted from time to time and typically on an annual basis.

(2) Outside Counsel shall be reimbursed for miscellaneous expenses incurred as a reasonable and necessary incident to the provision of legal services. Miscellaneous expenses include filing fees, travel expenses, discovery-related expenses, copying fees, telephone charges, postage and such additional expenses to which both parties agree. It is specifically anticipated that Outside Counsel will incur miscellaneous expenses relating to the engagement of an eDiscovery vendor for which Outside Counsel will be reimbursed.

(3) Outside Counsel shall bill the State promptly each month for services performed and any miscellaneous expenses incurred. Bills shall be submitted to the Iowa Executive Council prior to payment. Bills shall be sent to the attention of: Kristi Onstot, Room 114, State Capitol, Des Moines, Iowa 50319, with a copy sent to Nick Kilburg at nicholas.kilburg@ag.iowa.gov. All bills

submitted by Outside Counsel shall: (i) contain appropriate documentation as necessary to support the fees, charges and expenses included on the bill; (ii) comply with all applicable laws, rules and procedures concerning payment of such fees, charges or other claims; and (iii) contain any other information reasonably requested by the Department.

The Executive Council will forward the bills to the Department for approval prior to putting a request for approval of the bills on the Executive Council's agenda. Following approval from the Iowa Executive Council, payments shall be made solely from, and are contingent upon the availability of, funds of the General Fund.

ASSIGNMENT

Outside Counsel shall not assign the rights or obligations contained in this Agreement without the written consent of the Department.

TERMINATION

Any party may terminate this Agreement for any reason upon 30-days' written notice. Notice shall be by letter delivered by first class mail. Thirty days commences from the date affixed at the top of the letter. In addition, the Department shall have the right to terminate this Agreement upon giving Outside Counsel written notice if any funds needed to compensate Outside Counsel are de-appropriated, reduced, eliminated, not allocated, not appropriated, or are insufficient or unavailable for any other reason, as determined by the Department.

AMENDMENTS

This Agreement may only be amended by written agreement of the Department and Outside Counsel.

COMPLIANCE WITH LAWS

Outside Counsel and all partners, associates, employees, and agents of Nyemaster Goode, P.C. (Personnel) performing services under this Agreement shall comply with all applicable federal, state, foreign, and local laws, rules, regulations, procedures, ordinances, codes, and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission, which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, business permits and registrations, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers.

INDEPENDENT CONTRACTOR

The status of Outside Counsel and Personnel shall be that of an independent contractor. Outside Counsel and Personnel shall not, under any circumstances or for any purposes, be considered employees or agents of the State of Iowa or the Department. Outside Counsel and Personnel are not eligible for any State of lowa employee benefits, including, but not limited to, retirement

benefits or insurance coverage. The State of Iowa shall not withhold taxes on behalf of Outside Counsel and Personnel, unless required by law.

NO CONFLICT OF INTEREST

Outside Counsel represents warrants and covenants that Outside Counsel and Personnel do not have any interest, and shall not acquire any direct or indirect interest, including the representation of any other client that would conflict in any manner or degree with the legal representation or the services provided under this Agreement. This Agreement shall not disqualify Outside Counsel or Personnel from continuing to represent other clients in unrelated matters adverse to the State of Iowa, state agencies, or governmental subdivisions, whether ongoing at the time of this Agreement or undertaken thereafter, that do not have a substantial relationship to the legal representation or the services provided under this Agreement.

CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a judicial or quasi-judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including, without limitation, sovereign immunity, in state or federal court, which may be available to the Department or the State of Iowa.

Katie L. Graham, Outside Counsel
Nyemaster Goode, PC

10/29/2026
Date

Position: Steve Blankinship
Chief Deputy Attorney General
Iowa Department of Justice

10/27/20256
Date

APPROVED BY

Kristi Onstot

Position: Kristi Onstot
Executive Secretary
Iowa Executive Council

10/27/2026
Date