

July 3, 2025

Jeffrey C. Peterzalek
Deputy Attorney General Civil Litigation
Office of the Attorney General of Iowa
1305 E. Walnut St.
Des Moines, Iowa 50319

Re: *Damer v. Gelly* (Macomb County Circuit Court, Case No. 2025-000567-NO)

Dear Deputy Attorney General Peterzalek,

I am pleased to confirm your engagement of our firm to provide legal services regarding *Damer v. Gelly* (Macomb County Circuit Court, Case No. 2025-000567-NO) (“the Litigation”) to the State of Iowa. You have engaged us to be local counsel for the Litigation.

Our services will be rendered on an hourly basis. I will be principally responsible for this matter. My rate is \$465.00/hour. Garrett Koger, Thomas Nolan, and Katya Rowley may assist me on this matter. Mr. Koger’s rate is \$485.00/hour, Mr. Nolan’s rate is \$395.00/hour, and Ms. Rowley’s rate is \$325.00/hour. Beyond Mr. Koger, Mr. Nolan, and Ms. Rowley, I will utilize the services of lower cost personnel whenever it is appropriate and cost-effective to do so. These rates are subject to change from time to time, and we will notify you of any such changes.

Please see the enclosed Butzel Long Terms and Conditions of Engagement (“Engagement Term Sheet”), which is incorporated herein by reference, for other terms that apply to this engagement and the firm’s representation of you. Costs and expenses incurred by us on your behalf are your responsibility, as set forth in our Engagement Term Sheet. Costs and expenses will be itemized and billed to you on a monthly basis, and payment is due upon receipt.

July 3, 2025



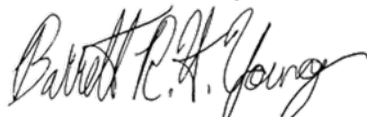
The foregoing fee arrangement and payment terms supersede any oral agreements or understandings and cannot be waived or modified without the express written approval of the Firm's CFO or President.

If and to the extent that you will be required to collect and transmit to me or any of my colleagues any "personal data" (as that term is defined under both the GDPR (General Data Protection Regulation EU 2016/679) and the UK's Data Protection Act 2018 ("DPA 2018")) from any of your employees, contractors, or agents located in the EU or UK (collectively "data subjects" under the GDPR and DPA 2018), you agree to inform these data subjects of the purpose of such collection and transmittal of their personal data. As you may know, the GDPR and DPA 2018 require clear and unambiguous notice to these individuals when their personal data is transmitted to third parties. If you have any questions about the GDPR or DPA 2018 or the application of these EU/UK regulations to our representation, please let me know.

We appreciate and thank you for the opportunity and privilege of representing the State of Iowa in this matter. Please contact me if you have any questions during the course of the engagement.

If the foregoing is acceptable, please have a representative of the State of Iowa sign a copy of this letter where indicated below and return it to me for our files.

Very truly yours,
Butzel Long



Barrett R. H. Young

Acknowledgment:

The undersigned hereby acknowledges and agrees to the foregoing:

July 3, 2025



State of Iowa

A handwritten signature in black ink, appearing to read "Leif Olson".

Digitally signed by Leif Olson
DN: cn=Leif Olson, o=Attorney
General of Iowa, ou,
email=leif.olson@ag.iowa.gov,
c=US
Date: 2025.07.21 14:09:33 -05'00'

Enclosure: Terms and Conditions of Engagement

Kristi Onstot
Executive Secretary
Executive Council

200541729

Butzel Long Terms and Conditions of Engagement

Applicability of Terms

These Terms and Conditions set forth are our general policies and the terms to which Butzel Long (the Firm) and the client (“you”) have agreed in order for the Firm to undertake representation. If any of these terms are inconsistent with a separate written engagement letter for a particular matter, the separate engagement letter controls.

Scope of Engagement

Except for engagements for ongoing general services, the Firm represents you only for matter(s) specified in written engagement letter(s), and for no other purpose. Once a specific matter is completed, the Firm’s representation of you will cease for that matter. You have not retained the Firm to provide advice or services with regard to any matter other than as specified in specific engagements.

Client Cooperation

The Firm’s representation is conditioned upon your full cooperation. This cooperation includes, but is not limited to, providing the Firm with all information, records, documents, and assistance as may be relevant to or necessary for the Firm to carry out the engagement, promptly responding to communications from the Firm, and timely paying the Firm’s invoices for services rendered.

Fee Arrangements

The following describes some of the fee arrangements pursuant to which clients may engage the Firm. Unless we have agreed in writing to another fee arrangement, the fee arrangement for any particular engagement with you will be to charge you for all services at our standard hourly rates, with invoices to be rendered and paid monthly. **Estimates of time, fees or expenses to be incurred are not guarantees or caps on the amount of total charges to be incurred unless clearly stated as a fixed or maximum fee in the engagement letter.** For appropriate matters, the Firm is willing to discuss alternative fee arrangements which make economic sense to both the Firm and the client.

Hourly Fees

Engagements are generally undertaken by the Firm at our standard hourly rates for each timekeeper (attorney or paralegal) working on the matter. Rates are usually adjusted in January of each calendar year. The minimum time entry is .10 hour, but we may bill in .05 hour increments in excess of that minimum.

Contingent Fees

If the matter for which you have engaged the Firm is a contingent fee matter, and you are the plaintiff, our fee will be calculated by taking a percentage of any net recovery, after deducting all costs and expenses (payment of which is your responsibility, as provided below) incurred in pursuing the matter. Costs, attorney fees and interest recovered for you, if any, are included in the amount of recovery for the purpose of calculating the fee. If the Firm does not recover any sums on your behalf, you will not owe the Firm any amount for legal fees, but you will still be responsible for payment of all costs and expenses incurred.

If this is a contingent fee matter and you are the defendant, the manner of calculating our fee will be set forth in a separate engagement letter.

Retainers

The Firm may require retainers as advances against fees earned over the course of representation and may, in certain matters, require nonrefundable retainers. Retainer arrangements will be set forth in a separate engagement letter. If a retainer is non-refundable, that arrangement will be specified in the separate written engagement letter, and the retainer will be the property of the Firm when paid. Other retainers will be deposited into the Firm’s trust account and drawn down as work proceeds or held until the end of the matter and applied to the final invoice.

Payment of Expenses

You are responsible for all out-of-pocket expenses and costs incurred or paid in connection with a matter, including but not limited to filing fees, witness fees, travel expenses, expenses of depositions and transcripts, computer research costs, investigative expenses, expert fees, electronic discovery platforms and related vendor services, and other incidental expenses. At our option, the Firm will either pay the expenses and send you an invoice for reimbursement or will forward the third-party invoice to you for timely payment, directly to the third-party vendor. It is Firm policy that all invoices in excess of \$500 will be forwarded directly to you for payment directly to the vendor. In contingent fee matters, costs or expenses incurred by the Firm for which the Firm has not received payment will be paid from any money recovered on your behalf, before calculating fees or making any disbursements to you.

Attorney Fee Awards

Any award of attorney fees or sanctions we receive on your behalf will be credited to you and, in contingency matters, will be taken into consideration in calculating our fees. You

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shall be responsible for any assessment of attorney fees or sanctions ordered against you. Those assessments do not affect any amounts owed by you to the Firm and are not considered to be costs for contingency fee matters.

Invoices

The Firm will send invoices to you on a regular basis, usually monthly, for legal services rendered and expenses and costs incurred. Unless otherwise specified, all invoices are due upon receipt. You agree to give the Firm written notice of any claimed errors or discrepancies within 15 days of receipt, and to pay all undisputed amounts upon your receipt of our statement. If any invoice remains unpaid for 30 days after the date of the invoice, the Firm may impose a service charge at the rate of 12% per annum from the 30th day after the date of the invoice to the date the invoice is paid in full. You acknowledge that this service charge is a time-price differential for legal services provided to you, which you can avoid paying by making timely payment of our statements, and is not interest.

Payments

Payments of any amounts due to us (retainer, monthly fees or reimbursement of costs and expenses) may be paid by check (personal, corporate, certified or cashiers), by wire transfer or by major credit card. Payments will not be deemed to be received by us until we have received confirmation from our bank that funds have been credited to our account.

Collection

If your account becomes past due, you are expected to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. You will then become responsible for paying the costs of collecting the debt, including court costs, filing fees, and reasonable attorney fees (internal or external).

Choice of Law and Forum Selection

This engagement is governed by Michigan law, without giving effect to any conflict or choice of law rules that would permit or require the application of any other law, and by the rules of professional conduct of the jurisdiction in which legal services are principally provided. Any dispute between you and Butzel Long shall be litigated in the state and federal courts in Michigan, and you waive any claim of *forum non conveniens*.

Billing Questions

The Firm encourages you to discuss any questions concerning fees charged. The Firm will try to provide as much billing information as you require in its billing statements. The Firm is willing to discuss electronic billing or other billing formats it has available to best suit your needs. If you request a billing accommodation for which the Firm incurs a fee from an outside service provider, you will pay the service provider fee.

Termination

You may terminate this agreement and the Firm's representation of you at any time. You remain responsible, however, to pay for all legal services performed and expenses incurred prior to termination.

The Firm may terminate this agreement and its representation of you if you fail to comply with your obligations under this agreement. The Firm may also terminate this agreement if it is required or permitted to withdraw from representation in accordance with the applicable rules of professional conduct governing attorneys.

Records and Retention

Official client data is stored in digital form in the Firm's document management system (DMS) and profiled under the respective client matter number. Paper is not retained or stored, on-site or off-site. You agree to maintain your own records regarding the representation. Generally, the Firm's client data is kept for seven years after the conclusion of the work for which the Firm was retained.

Corporate Transparency Act

Except as expressly stated in your engagement letter, the Firm assumes no responsibility or obligation with respect to your compliance under the Corporate Transparency Act, Title LXIV of the 2021 National Defense Authorization Act, and any regulations promulgated thereunder (the "Corporate Transparency Act"). In the event that you do engage the Firm to provide guidance on, or submit filings under, the Corporate Transparency Act, you will timely provide, and cause all other appropriate parties to timely provide, such information as may be required pursuant to the Corporate Transparency Act, and you will certify to the accuracy and completeness of such information. You represent and warrant that any personal data you or any other individuals convey to us in connection with the Corporate Transparency Act has been collected in compliance with applicable Privacy Laws. You, and the reporting company and beneficial owners, as applicable, agree to indemnify and hold the Firm harmless from any and all liabilities arising out of or

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resulting from any inaccurate or incomplete information provided or submitted pursuant to the Corporate Transparency Act.

Artificial Intelligence (AI) Tools

In our ongoing effort to enhance the efficiency and effectiveness of our legal services, we may employ state-of-the-art artificial intelligence (AI) tools. These tools assist us in various legal tasks, such as data analysis, legal research, document review, and other supportive functions. Please be assured that the use of AI is supervised by our experienced legal professionals and is conducted in strict adherence to all ethical obligations, including confidentiality and diligence. We believe that the thoughtful use of technology will serve to better meet your legal needs. If you have any questions or concerns about our use of AI technology, please do not hesitate to discuss them with us.

Acceptance of Terms

You agree that retention of the Firm, or the Firm's commencement of work on your behalf, constitutes acceptance of these terms.

Information You Send Us

During our representation, we may be required to review certain "personal data" about one or more "data subjects" (you, employees, agents, affiliates, vendors, suppliers, clients, and/or customers) as those terms are defined under the General Data Protection Regulation (Regulation EU 2016/679) and the Data Protection Act of 2018 in the UK and other similar data protection laws that may be effective in your jurisdiction or the jurisdiction of the data subject (Privacy Laws). You represent and warrant that any personal data you convey to us from any data subject has been collected in compliance with applicable Privacy Laws.