

**CLIENT ENGAGEMENT AGREEMENT:
LAWSUIT CHALLENGING NY GREENHOUSE GAS RULE**

THIS AGREEMENT is entered into as of April 24, 2026 by and between the State of Iowa (Client), and the Center for Individual Rights (CIR). The Client and CIR collectively are referred to as “the Parties” and each of them individually is referred to as a “Party.”

I. MATTER INVOLVED AND COUNSEL FUNCTIONS

CIR agrees to represent the State of Iowa *pro bono* in a federal lawsuit against New York state officials in a challenge to the New York Department of Environmental Conservation’s Mandatory Greenhouse Gas Reporting Rule. The GHG Rule purports to impose regulatory obligations on a wide variety of industries and entities throughout the nation. These obligations fall particularly hard on Iowa’s agriculture and ethanol industries.

In conjunction with the Office of the Attorney General of Iowa, CIR agrees to file a lawsuit in an appropriate United States District Court, challenging the GHG Rule’s extraterritorial application to the State of Iowa. The suit will also challenge the GHG Rule’s specific provisions, and may include other plaintiffs as may be appropriate. CIR will seek declaratory and injunctive relief striking down and prohibiting enforcement of the GHG Rule, but will not seek monetary damages. CIR may also seek to recover costs and attorney fees as appropriate.

This offer of representation encompasses litigation at the federal district court level. CIR may also represent the Client in any appropriate appeal to a federal Circuit Court, and, if necessary, any subsequent appeal to the Supreme Court of the United States, but CIR is not obligated to do so.

II. ADDITIONAL CLIENT REPRESENTATIONS

The Client understands that CIR is a non-profit public interest law firm and that it is providing the Client legal representation in part because the Client has represented that it has limited resources and might be unable to pursue this litigation in the public interest without outside, *pro bono* representation and support.

The Client acknowledges that: (a) CIR has not made any assurances regarding the outcome of this matter; and (b) CIR’s ability to provide *pro bono* representation is based on CIR’s fundraising efforts that are largely generated from telling client stories and the impact it achieves in vindicating their rights.

The Client understands and agrees that it will take all reasonable measures to preserve evidence (including, but not limited to, documents, correspondence, and electronic mail), that is relevant, or may become relevant, to this matter.

III. METHOD OF FINANCING THE CASE, EXPENSES, AND ADDITIONAL

COUNSEL

CIR does not accept fees from our clients. The Client understands that no decision or action by CIR is predicated on any financial contributions from the Client.

A. Expenses. CIR agrees to pay for the case and court expenses that are incurred during CIR's representation of the Client. These "expenses" are those actually incurred by CIR as necessary for the representation, such as filing fees, printing costs, necessary travel, etc. CIR is not responsible for costs incurred by the Client beyond those direct expenses.

B. Court Awards. In some cases, if a plaintiff prevails in the litigation, the opposing side may have to pay part or all the prevailing party's attorney's fees and costs. The Client understands and agrees that any award of attorney's fees or costs that is granted by the court or recovered through settlement or otherwise that relates to CIR's efforts or those attorneys it has engaged to assist it in this litigation, will be paid to CIR for the time and out-of-pocket expenses CIR has spent on the Client's behalf.

C. Cooperation with Iowa's Office of the Attorney General. CIR will conduct its representation of the State of Iowa in conjunction with the Iowa Office of the Attorney General, and Attorney General Brenna Bird, in their official capacities. CIR will work collaboratively with the Attorney General's Office on all matters. CIR will be lead counsel on the litigation, and is responsible for initial strategy and drafts of all court filings. However, all filings will be reviewed by the Attorney General's Office prior to their filing. The Iowa Office of the Attorney General will have final say on argument participation in this case. Any decision will be made in consultation with CIR.

D. Other Counsel. The Client understands and agrees that CIR may seek assistance in this matter with other outside counsel. CIR agrees to pay any other counsel it engages to assist with this representation. Consistent with the applicable rules of professional responsibility, CIR will seek the Client's input on potential outside counsel and keep the Client informed about any such arrangements. The Client understands that any agreement with other counsel as to the scope of the representation and any applicable financial arrangements will be the subject of a separate written agreement between the relevant parties.

IV. COOPERATION AND DECISION MAKING

A. The Client agrees that CIR may keep the Client informed of the status of the representation and the matter through oral and/or written communications. CIR will provide the Client with copies of all legal documents filed on their behalf. Throughout the litigation, CIR will be available to answer any questions the Client may have.

B. The Client agrees to cooperate fully with CIR and to provide all information known by

or available to the Client which may aid in their representation. The Client further agrees to keep CIR fully apprised of all developments relating to this matter. The Client agrees otherwise to cooperate fully with CIR and to be available to attend meetings, conferences, hearings and other proceedings.

C. CIR reserves the right to appear in any hearing involving a fee request concerning attorneys' time, costs or expenses expended by CIR.

D. CIR will keep the Client informed about this matter and will collaborate with the Client on strategy. CIR will be lead counsel, and make initial decisions concerning strategy in consultation with the Client. CIR will presumptively draft all court filings in this matter. The Client, through the Attorney General's Office, will be entitled to review all court filings prior to their filing.

V. SETTLEMENT

Should settlement negotiations become advisable, the Client authorizes CIR to negotiate repayment of some or all their costs, expenses, disbursements, and attorneys' fees as part of any settlement, and agrees to require a reasonable amount for the costs, expenses, disbursements, and attorneys' fees of CIR in any settlement. Without limiting the previous sentence, in the event that this matter is settled out of court, and a lump-sum payment (not divided into "damages" and "attorneys' fees") is owed to the Client as part of that settlement, the Client understands that any funds resulting from that lump-sum payment will be distributed to the Client less the costs, expenses, disbursements, and reasonable attorneys' fees of CIR. The Client also agrees that CIR's costs, expenses, and disbursements will be repaid first and in full out of any settlement award before the remaining settlement monies are distributed.

The Client understands that he has the final say to accept or reject any settlement offer proposed by the opposing parties.

The Client will not enter into a confidential settlement agreement (one where some or all the terms of the agreement or other pertinent facts about the litigation cannot be disclosed) without CIR's prior approval. The Client will not enter into a settlement agreement that requires CIR to do (or to refrain from doing) anything without CIR's prior approval.

VI. PAYMENTS OR PENALTIES

The Parties understand that there are various circumstances in litigation under which a court may order the payment of the opponent's costs, expenses, and/or attorneys' fees. In the event of such a court order, the Parties agree that the Party primarily responsible for the action which led to the award of fees, costs, or expenses will be responsible for payment. Thus, for example, the Client will be responsible for the costs, expenses, and fees if the Client misstates

the facts to CIR and the court award is based upon facts found to be substantially and materially different from those represented by the Client. The Client also understands that, other than litigation expenses, it is responsible for paying any court costs, fines, penalties, or damages that may be assessed against them.

VII. MEDIA AND PUBLICITY

A. CIR and Client both understand that this litigation may generate significant public and media attention and that each party has an interest in positive media coverage. For the most part, those interests are mutual and reinforcing, but some are unique for each party. Although some of CIR's interests as a nonprofit public interest firm are set forth below, CIR understands that the State of Iowa and its public officials have separate obligations to communicate with the public about such litigation. In light of these largely mutual and sometimes separate interests, the parties agree to work cooperatively on media messaging, statements, and appearances.

1. To the extent practicable, both parties agree to jointly develop and follow agreed upon messaging points about the case at the time of filing and at later stages.
2. To the extent practicable, both parties agree to seek input and approval from each other on written statements to the press about the litigation.
3. To the extent practicable, both parties agree to notify each other in advance of major appearances or public events relating to the litigation, and where appropriate, to mention CIR as the State's outside counsel.
4. To the extent practicable, both parties agree to coordinate work on op-eds and social media messaging designed for the general public.

B. CIR is a nonprofit, public interest law firm that relies upon voluntary contributions to support its operations. In light of this, the Client agrees that its name and a description of the facts and purpose of the litigation may be mentioned in CIR publications such as its Docket Report, its communications with its donors and potential supporters, on its website, social media accounts, and to members of the media.

C. Though the Client may have its own media staff, it agrees to cooperate with CIR in media-related activities, provide assistance in responding to press inquiries that CIR takes the lead on, and assists in other publicity about the litigation, including making Client representatives reasonably available for photography and media interviews upon the advice and assistance of CIR.

VII. GENERAL MATTERS

A. Before executing this agreement, each party hereby agrees that such party has received an adequate opportunity to review thoroughly this Agreement and to consult with counsel.

B. If any clause or clauses of this agreement are found to be unenforceable, the remainder of this agreement shall remain in force, as if the unenforceable clause or clauses were severed from the agreement.

C. The Parties agree that this Agreement may be executed by electronic means and by multiple counterparts which together shall constitute a fully executed, enforceable and original Agreement.

IX. AGREEMENT TERMINATION

A. The Parties may terminate this Agreement as follows:

1. CIR may withdraw from the representation of the Client if (a) the Client's case has become clearly frivolous, unreasonable, or groundless; (b) a meaningful recovery and/or defense appears infeasible; or (c) if the Client engages in conduct which makes it unreasonably difficult for CIR to carry out the representation of the Client.

2. Each Party further reserves the right to withdraw if one of the other Parties fails to honor the terms and conditions of this Agreement.

3. CIR may terminate this Agreement and withdraw from representation of the Client for any reason permitted under the provisions of any applicable rules of ethics or professional responsibility.

4. The Client is free at any time to discharge the lawyer(s) representing them. However, if it chooses to do so, CIR is under no obligation to find a replacement or to continue their sponsorship of the Client's case.

B. Notification of termination or the withdrawal of a Party to this Agreement shall be made to the others in writing stating the reasons therefore.

IX. COMPLETE INTEGRATION

This Agreement contains the entire agreement between the Client and CIR regarding the representation of the Client and the costs, charges, and expenses to be paid relative thereto. This Agreement supersedes any and all previous or contemporaneous written and/or oral agreements and understandings regarding the representation of the Client and the costs, charges, and expenses to be paid relative thereto. This Agreement shall be binding upon the Parties and their respective legal representatives and successors. It shall not be modified except by written

agreement signed by all the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year first above written.

Eric H. Wessan

State of Iowa
By: Eric H. Wessan
Solicitor General

04/24/2026

Date

Todd F. Gaziano

Center for Individual Rights
By: Todd Gaziano, President

4/27/26

Date