

**Agreement for Professional Services Between
the State of Iowa and Quinn, Emanuel, Urquhart & Sullivan, LLP
for Change Healthcare Group Matter**

The Attorney General, for the State of Iowa, and Special Counsel agree to the following terms and conditions regarding advice to and representation of the State:

1 Recitals.

- 1.1 The Attorney General has decided that it is necessary to pursue the Matter on behalf of the State of Iowa.
- 1.2 Because of the nature of the alleged misconduct, the magnitude of the recovery effort, and the anticipated aggressive defense by the Defendants, the Attorney General has determined that it is necessary and appropriate to retain private Special Counsel to assist her office in that pursuit.
- 1.3 Given the scope of the proposed litigation and for the reasons set forth in the Attorney General's January 28, 2026, letter to the Executive Council of Iowa, the Attorney General specifically finds that the fee and cost arrangements set out below are reasonable and necessary to assure the State of its rightful recovery.
- 1.4 The Attorney General has therefore decided to retain as Special Counsel Quinn, Emanuel, Urquhart & Sullivan, LLP.

2 Definitions.

- 2.1 The *Attorney General* is the Office of the Iowa Attorney General.
- 2.2 *Special Counsel* is Quinn, Emanuel, Urquhart & Sullivan, LLP.
- 2.3 The *Defendants* are (i) Change Healthcare Inc., (ii) UnitedHealth Group Incorporated, and (iii) Optum, Inc.; and entities and individuals related to them that facilitate or participate in the Matter.
- 2.4 The *Fee* has the meaning given to it in Section 4.1.3 of this Agreement.
- 2.5 *Gross Recovery* includes (i) all monies and everything of value recovered, received, or obtained by the State by way of settlement, arbitration award, order, judgment, or otherwise, pertaining to the Matter, less (ii) Special Counsel Attorneys' Fees, less (iii) State Attorneys' Fees.
- 2.6 The *Matter* is (a) an investigation into certain business practices by Defendants, including their unfair, deceptive, or otherwise unlawful provision of products or services in Iowa, and (b) the potential pursuit of

claims or charges against it on behalf of the State after completing that investigation.

- 2.7 *Shall* imposes a mandatory duty. *Shall not* imposes a mandatory duty to refrain. *May* grants permission. *May not* denies permission. *Must* imposes a mandatory condition. *Will* and *will not* indicate a promise to perform and a promise to refrain, respectively. *Include* is illustrative, not limiting.
- 2.8 *Special Counsel Attorneys' Fees* means the amount awarded by a court under Iowa Code Section 714.16(11) or set forth in any settlement as: (i) reasonable attorneys' fees attributable to legal services performed by Special Counsel, plus (ii) any costs and expenses incurred by Special Counsel not reimbursed by the State.
- 2.9 *State Attorneys' Fees* means the amount awarded by a court under Iowa Code Section 714.16(11) or set forth in any settlement as: (i) reasonable attorneys' fees attributable to legal services performed by attorneys of the State, plus (ii) any costs and expenses incurred by the State.
- 3 **Services.** The Attorney General desires that Special Counsel provide, and Special Counsel agrees to provide, legal services to assist the Attorney General in the Matter.
- 3.1 Special Counsel shall provide legal services, including representation, advice, and consultation, to the State, through the Attorney General, consistent with the terms and conditions set forth in this Agreement and the attached Standard Addendum—Case Management Contingency Fee Attorney Services, required by Iowa Code section 23B.3(4), which this Agreement incorporates.
- 3.2 As directed by the Attorney General, Special Counsel shall represent the State in its lawsuit against the Defendants and pursuing related claims or charges against the Defendants to vindicate the State's legal rights and to recover all relief to which the State may be entitled.
- 3.3 Special Counsel shall coordinate its work under this Agreement with the Attorney General. Special Counsel shall, and the Attorney General will, provide each other with copies of all correspondence and legal work product.
- 3.4 Special Counsel may communicate with agencies of the State only through the Attorney General, unless otherwise agreed to by the Attorney General.
- 3.5 Special Counsel shall devote sufficient resources, including attorney time to litigate the Matter faithfully and diligently.

3.6 Special Counsel may in the course of providing legal services to the State, utilize artificial intelligence services or platforms (collectively, “AI Tools”), including, without limitation, LexisNexis AI, Westlaw AI, and Bloomberg AI. These AI Tools are used to enhance the efficiency and quality of legal research, drafting, document review, and analysis. Special Counsel remains fully responsible for the professional judgement and legal work product delivered to the State, and the use of AI Tools does not diminish or alter Special Counsel’s professional responsibility towards the State. Any AI Tools used by Special Counsel operate on secure, closed systems; Special Counsel will not input the State’s or Attorney General’s confidential information into any public, open-access AI platforms.

4 Compensation.

4.1 Fees.

4.1.1 This Agreement is fundamentally based on Special Counsel’s promise to devote significant resources to pursuing the Matter. Special Counsel has, however, agreed to reduce the amount of fees from its normal fee agreements based on the public nature of the matter and the Attorney General’s involvement.

4.1.2 This Agreement is a contingency fee contract. The State will compensate Special Counsel for the legal services it renders only if Special Counsel obtains a recovery, monetary or non-monetary, for the State. The State does not have to pay attorneys’ fees or reimburse costs or expenses if Special Counsel does not obtain a recovery. That is, if Special Counsel does not obtain a recovery, then the State will not owe Special Counsel fees, costs, or expenses.

4.1.3 The parties have agreed to the following contingency fees (the total of all contingency fees, the *Fee*), which do not exceed the maximum amounts permitted by Iowa Code § 23B.3:

4.1.3.1 25% of the Gross Recovery up to and including \$10 million, exclusive of reasonable costs and expenses.

4.1.3.2 20% of any portion of the Gross Recovery between \$10,000,000.01 and \$15 million, exclusive of reasonable costs and expenses.

4.1.3.3 15% of any portion of the Gross Recovery between \$15,000,000.01 and \$20 million, exclusive of reasonable costs and expenses.

- 4.1.3.4 10% of any portion of the Gross Recovery between \$20,000,000.01 and \$25 million, exclusive of reasonable costs and expenses.
- 4.1.3.5 5% of any portion of the Gross Recovery that exceeds \$25 million, exclusive of reasonable costs and expenses.
- 4.1.3.6 The aggregate contingency fee of the Gross Recovery may not exceed \$50 million, exclusive of reasonable costs and expenses, and regardless of the number of lawsuits filed or the number of private attorneys retained to achieve the recovery.
- 4.1.4 This Agreement is for the State's benefit, not for the Defendants benefit. It does not reduce the Defendants liability for, or obligation to pay, damages, penalties, fees, costs, or expenses.
- 4.1.5 This Agreement is intended to provide for all fees to which Special Counsel may be entitled.

4.2 **Costs and Expenses.**

- 4.2.1 Special Counsel shall advance on the State's behalf various costs and expenses in performing legal services under this Agreement. "Costs and expenses" include out-of-pocket expenditures paid by Special Counsel in the investigation and pursuit of the Matter. Costs and expenses do not include the pay or benefits of persons employed directly by Special Counsel or the costs, actual or imputed, of Special Counsel's internal or overhead costs.
- 4.2.2 Costs and expenses advanced by Special Counsel are presumed to be for the public purpose of protecting the State's interests and advancing the State's claims.
- 4.2.3 The State will reimburse Special Counsel for all reasonable and necessary costs and expenses that Special Counsel advances on the State's behalf, except that it will reimburse costs and expenses related to travel only at the rates at which State employees are reimbursed. This reimbursement will be paid from the State's share of the Gross Recovery. The State in its sole discretion may reimburse some or all of Special Counsel's costs and expenses before receiving the Gross Recovery. If Special Counsel does not obtain a recovery, either monetary or non-monetary, the State need not reimburse it for costs or expenses.
- 4.2.4 If Special Counsel obtains only non-monetary relief, or insufficient monetary relief to reimburse all reasonable costs and expenses, the

Attorney General will, and Special Counsel shall, use all reasonable efforts to obtain from the Defendants the payment of Special Counsel's costs and expenses. The total amount thus obtained will be paid to Special Counsel.

4.2.5 If Special Counsel's legal work for other clients in similar investigations or litigation against the Defendants overlaps with its legal work for the State, Special Counsel shall reasonably apportion the overlapping costs and expenses.

4.3 **Court-Awarded Attorneys' Fees and Costs.**

4.3.1 **Generally.** If the awards are allowed under law, Special Counsel shall, and the Attorney General will, use all reasonable efforts to seek awards of attorneys' fees, costs, and expenses from the Defendants. Monies awarded by a court to Special Counsel as fees, costs, or expenses under this Agreement are not part of the Gross Recovery.

4.3.2 If Special Counsel obtains only a non-monetary recovery, then the total amount of Special Counsel Attorneys' Fees obtained from the Defendants will be paid to Special Counsel.

4.3.3 The amount of any Special Counsel Attorneys' Fees obtained from the Defendants will offset (in whole or part) the amount of the Fee payable under this Agreement. Additionally, if the amount of any Special Counsel Attorneys' Fees obtained from the Defendants exceed the Fee, Special Counsel will be entitled to the full amount of the Special Counsel Attorneys' Fees.

4.4 **Billing Statements.** Special Counsel shall contemporaneously record costs, expenses, and personnel time and shall submit those records to the Attorney General upon request. The Attorney General may audit those records.

4.5 **Distribution of Funds.** Monies recovered by Special Counsel shall be paid to the State.

4.6 **Fees and Costs Upon Termination or Withdrawal.** If the State terminates this Agreement without cause or Special Counsel withdraws from this Agreement under Section 7.2, the State will, if it obtains a recovery, pay Special Counsel a reasonable fee for the pre-termination or -withdrawal services. The State will make that payment upon receiving the Gross Recovery and will pay it out of the Gross Recovery. That fee will be based upon the principles that govern the quantum meruit payment of legal fees. The State will also reimburse Special Counsel from the Gross Recovery for

all reasonable and necessary costs and expenses, as described in Paragraph 4.2.3, incurred before termination or withdrawal.

- 5 **Counsel.** Adam Wolfson, William Burck, and Sara Clark are designated as “Co-Lead Trial Counsel.” They shall be responsible for the execution of specified legal tasks. Special Counsel may use other personnel at Quinn, Emanuel, Urquhart & Sullivan, LLP, to supplement Co-Lead Trial Counsel’s work at its discretion.
- 6 **Limitation of Representation.** This Agreement covers Special Counsel’s representation of the State only in the Matter. Special Counsel’s representation under this Agreement does not include independent or related matters that may arise. This Agreement does not include representation in appellate matters; provided, however, the State may elect such representation in its sole discretion and the fee terms of this Agreement will control regarding that representation.

7 **Term of the Agreement.**

- 7.1 **Date.** This Agreement begins on the date it has been executed by both parties. Unless terminated earlier under Section 7.2, it ends when final court decisions or settlements are reached on all aspects of the Matter.

7.2 **Termination and Withdrawal.**

7.2.1 **By the State without cause.** The State may terminate this Agreement without cause and without penalty upon 30 days’ written notice to Special Counsel.

7.2.2 **By the State for cause.** The State may terminate this Agreement for cause if Special Counsel breaches a material term of this Agreement. To do so, the State will give Special Counsel 15 days’ written notice of an intent to terminate. The Agreement is terminated if Special Counsel does not cure the breach or failure to perform within those 15 days. The State may extend that 15-day deadline in its sole discretion.

7.2.3 **By Special Counsel.** Special Counsel may terminate this agreement and withdraw from representing the State without cause upon at least 60 days’ written notice to the State.

7.2.4 **Payments upon termination or withdrawal.** If Special Counsel is terminated without cause or withdraws, the State will pay Special Counsel fees, costs, and expenses as set forth in Section 4.6. If the State terminates this Agreement for cause, it need not pay Special Counsel or reimburse Special Counsel’s costs or expenses.

8 Conflicts of Interest.

- 8.1 Special Counsel has many lawyers and several offices. Special Counsel currently does and may in the future represent one or more other clients in matters involving the State of Iowa or its agencies, instrumentalities, or officers and that are adverse to the Attorney General in this matter in other matters. Special Counsel is undertaking this Engagement on the condition that the Attorney General gives its express consent and agreement that Special Counsel may represent other clients, including the parties adverse to the Attorney General in this matter, in the future in other matters in which Special Counsel does not represent the Attorney General even if the interests of the other clients are adverse to the Attorney General (including the appearance on behalf of another client adverse to the State of Iowa or its agencies, instrumentalities, or officers in a negotiation, litigation or arbitration).
- 8.2 Special Counsel may represent other states and entities with claims similar to those of the State of Iowa. It is possible that conflicts could arise, including if: (1) the Defendants offer to settle, but only if a certain number, or all, of the plaintiffs accept the proposed settlement; or (2) certain plaintiffs disagree on questions of case management, such as whether to pursue particular legal theories or strategies. Special Counsel may be required by the rules of professional conduct to share material information about the State's claims and negotiating positions with Special Counsel's other clients and, similarly, to share other clients' information with the State.
- 8.3 If any conflicts of interest such as those described in Section 8.2 arise, the Attorney General consents to allowing Special Counsel to continue representing both the State and Special Counsel's other clients. If other types of conflicts arise, Special Counsel shall inform the Attorney General, to the extent permitted by the applicable rules of professional conduct, promptly and work with her to best proceed in accordance with the applicable rules of professional conduct.
- 8.4 Special Counsel represents other clients in various unrelated matters. Special Counsel has disclosed to the Attorney General, including in this letter, that we represent Express Scripts, Hickman's Egg Ranch, Inc., WebGroup Czech Republic, a.s., FirstEnergy and General Motors Corporation (collectively, "Other Clients" in matters adverse to the State of Iowa or its agencies, instrumentalities and officers. Without limiting the generality of the waiver in this engagement letter, by signing below, the Attorney General confirms that it consents as a material condition of Special Counsel taking on this representation to Special Counsel's current and potential future

representation of Other Clients and waives any conflicts of interest that may arise from such representations. If Special Counsel discovers additional conflicts with any of its existing clients, it may withdraw from this Agreement and continue its representation of its existing clients.

9 **Approval Necessary for Settlement.** Special Counsel shall not settle the Matter on behalf of the State without the State's approval. The State will consider any settlement offer Special Counsel recommends before making a decision to accept or reject such offer. If the Attorney General decides to engage in direct settlement discussions or negotiations with another party to the Matter, it will notify Special Counsel before doing so.

10 **Referral or Association of Additional Counsel.**

10.1 Special Counsel may not refer the Matter to other lawyers or associate additional lawyers to assist with the Matter without first informing the Attorney General of the material terms of the proposed referral or association and obtaining her written consent to it.

10.2 The material terms include (a) the identity of the lawyers and law firms involved, (b) whether the fees will be divided based on the proportion of services rendered or by the lawyers' agreeing to the joint responsibility for the representation, and (c) the share of the Fee that each lawyer or law firm will receive or the basis on which the Fee will be divided.

11 **Attorney General's Cooperation.** The Attorney General will cooperate with Special Counsel to permit the Matter to be investigated and developed, such as by disclosing to Special Counsel all facts relevant to the Matter and being reasonably available to attend necessary meetings, depositions, preparation sessions, hearings, and the trial.

12 **State Property.**

12.1 **Title to Property and Materials.** The State retains title to all property or materials it furnishes for Special Counsel's use. The property and materials may be used only to perform this Agreement and shall be returned upon termination, withdrawal, or completion.

12.2 **Loss or Damage to State Property.** Special Counsel shall be responsible for any loss or damage to property of the State that results from Special Counsel's negligence or failure to use sound management practices. If State property is lost, destroyed, or damaged, Special Counsel shall immediately notify the State and shall take all reasonable steps to protect the property from further damage or loss.

13 Confidentiality and Return of Documents.

- 13.1 Special Counsel shall maintain as confidential all information concerning its legal work product, attorney-client communications, as well as the business of the State, its financial affairs, relations with its clientele and its employees, and other information classified as confidential by the State. To the extent consistent with state law, the State will hold confidential all information specified by Special Counsel in writing.
- 13.2 When the Matter is over, Special Counsel shall notify the Attorney General in writing and make the State's documents and other materials available for retrieval. If the State does not retrieve them within 90 days of receiving notice, Special Counsel may dispose of those items in accordance with the Addendum and Iowa Code section 23B.3(6).
- 13.3 The obligations of this Section 13 survive termination of this Agreement.

14 Professional Liability Insurance. Special Counsel shall procure and maintain for the term of this Agreement professional liability insurance of at least \$5 million for services performed under this Agreement.

15 Communications With the Public. Special Counsel may not issue notices, information, pamphlets, press releases, research reports, or similar publications relating to the State's involvement in the Matter without the Attorney General's written consent.

16 Entire Agreement; Modifications. This Agreement is the entire agreement between the State and Special Counsel. There are no other promises, terms, conditions, or obligations other than those set forth in this Agreement. This Agreement supersedes all previous communications, representations, and contracts, whether oral or written, between the State and Special Counsel. This Agreement can be modified only by a writing signed by both parties.

17 Compliance with Laws. Special Counsel shall comply with all applicable federal, state, foreign, and local laws, rules, regulations, procedures, ordinances, codes, and orders when performing this Agreement. This includes laws prohibiting employment discrimination; state administrative rules regarding equal employment opportunity; laws relating to prevailing wages, occupational safety and health standards, business permits and registrations, taxes, gifts, and lobbying laws; and laws relating to the use of targeted small businesses as subcontractors or suppliers.

18 Applicable Law and Venue. This Agreement is governed by the laws of the State of Iowa. The exclusive forum for litigation between the parties


concerning this Agreement is the Iowa District Court for Polk County. This stipulation of an exclusive forum for dispute resolution is not a waiver of immunity to suit or liability.

- 19 **Use of Electronic Communications.** Because the benefits of using such technologies outweigh the risks of interception and disclosure, Special Counsel may, with appropriate security precautions, use electronic devices and Internet services to communicate with the Attorney General and forward documents.
- 20 **Legal Construction.** If any part of this Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, the rest of the Agreement continues in force.
- 21 **Successors and Assignees.** This Agreement binds and inures to the benefit of the parties and, to the extent permitted by applicable law, their respective successors and assignees.

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(Signature Page Follows)

Approved by:



Adam Wolfson, Partner
Quinn, Emanuel, Urquhart & Sullivan, LLP

3/5/2026
Date



Steven Blankinship
Deputy Attorney General

3/10/2026
Date

Standard Addendum
Case Management Contingency Fee Attorney Services

1. *General Provisions.* This Standard Addendum concerning management of cases involving contingent fee attorney services was developed pursuant to Iowa Code section 23B.3(4). The Attorney General will retain complete control over the course and conduct of the case. Eric Wessan, Solicitor General, or his designated appointee or successor will be personally involved in overseeing the litigation. Eric Wessan will retain veto power over any decisions made by Special Counsel.
2. *Notifications to Attorney General.* All notices, correspondence and inquiries, reports, pleadings, and other documents mentioned in this Agreement and Addendum shall be directed to the Attorney General as follows: Eric Wessan, Solicitor General, Iowa Attorney General's Office, Hoover State Office Building, 1305 E. Walnut, Des Moines, IA, 50319, Phone: 515-823-9117, Email: eric.wessan@ag.iowa.gov.
3. *Communications with Defendant.* A defendant that is subject of this litigation may contact Eric Wessan directly, without having to confer with Special Counsel.
4. *Notices to Attorney General.* Special Counsel shall promptly inform Eric Wessan of the following as soon as they become known:
 - a. Favorable actions or events that enable meeting time schedules and goals sooner than expected.
 - b. Delays or adverse conditions that materially prevent, or may materially prevent, the meeting of the objectives of the services provided. A statement of any remedial action taken or contemplated by the Special Counsels shall accompany this disclosure.
 - c. Notices of all court appearances, trial dates, depositions, and all other proceedings.
5. *Attorney General Review/Approval of Litigation.*
 - a. Special Counsel shall provide Eric Wessan with copies of all pleadings filed by Special Counsel or by the opposing party. Pleadings to be filed by Special Counsel shall be provided sufficiently in advance of filing with the court to allow meaningful review, unless exigent circumstances dictate otherwise.
 - b. Before any dispositive motion is filed, or a response filed thereto, the supporting brief must be submitted to Eric Wessan for review and approval for filing with the court.
 - c. The use of investigative subpoenas must be approved by Eric Wessan. Eric Wessan may request investigative subpoenas in addition to what Special Counsel files.
 - d. Special Counsel will consult with Eric Wessan and assist in the preparation of answers to requests for discovery. Special Counsel shall indicate those requests to which the Special Counsel intends to file an objection.
 - e. At least ten calendar days prior to the day a witness list or an exhibit list is due, Special Counsel shall provide Eric Wessan a preliminary witness list or exhibit list for review and recommendations of additional names of witnesses or additional exhibits.

6. *Settlements.* All decisions regarding settlement of the case are reserved exclusively to the discretion of the Attorney General, including all decisions regarding the use of mediation or arbitration to resolve the case. Eric Wessan will participate in all settlement conferences, mediations, or arbitrations. Special Counsel must immediately communicate any settlement proposal received along with the recommendation to accept, reject, proffer a counterproposal to any offer received to Eric Wessan.
7. *Appeals.* No appeal of any order of any Iowa State court or any United States District Court in this litigation will be taken to the Iowa Court of Appeals, the Iowa Supreme Court, or any United States Circuit Court of Appeals, without prior written approval of the Attorney General. Further, Special Counsel agrees that no petition for certiorari will be filed in the United States Supreme Court without prior written permission of the Attorney General. In all matters where an appeal is taken by another party or an appeal should be considered from an adverse decision of the trial courts, Special Counsel shall immediately notify Eric Wessan by providing a written summary of the case, including facts, issues, copy of and analysis of the court's decision, and an analysis of the State's position on appeal.
8. *Records Retention.* In accordance with Iowa Code section 23B.3(6), Special Counsel, from the inception of this Agreement until at least four years after the Agreement expires or is terminated, shall maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of attorney services. Special Council will make all such records available for inspection and copying in accordance with Iowa Code chapter 22. Upon request of the Attorney General, Special Counsel will provide a copy of all such records and all litigation files related to the litigation.
9. *Monitoring Law Firms, Consultants, and Experts.* Special Counsel shall be responsible for monitoring the services provided by third parties and ensuring compliance with all provisions of this Agreement and this Standard Addendum. Special Counsel will be responsible for and ensure payment of all third-party attorney fees solely from the Special Counsel's contingent fee provided for in this Agreement.
10. *Reasonable Cooperation by Attorney General.* The Attorney General shall provide reasonable and prompt cooperation to Special Counsel with respect to the matters addressed in this Standard Addendum.