

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.