

PAUL HASTINGS

October 10, 2025

53304-00001

Mr. Leif Olson
Chief Deputy Attorney General
Office of the Attorney General of Iowa
Hoover State Office Building
1305 E. Walnut Street
Des Moines IA 50319

R. Bruce Barze, Jr., Partner
Barze Taylor Noles Lowther LLC
Lakeshore Park Plaza
2204 Lakeshore Drive, Suite 425
Birmingham, AL 35209

Re: Engagement of Counsel Regarding Local Counsel Advice in Connection with In re Blue Cross
Blue Shield Multidistrict Litigation

Dear Mr. Olson:

Paul Hastings LLP (the "Firm," "we" and "our") has selected Barze Taylor Noles Lowther LLC ("Local Counsel", "you" or "your" or "BTNL") to provide University of Iowa Health Care, with legal representation as described below. This letter and the attached Terms of Retention set forth the terms of your engagement for this matter and, unless we agree otherwise in writing, any additional matters that Local Counsel agrees to handle on our behalf.

Client: Local Counsel's only client in this engagement is University of Iowa Health Care. Although we are your contact, you do not represent Paul Hastings LLP, nor do you represent any individuals that may be affiliated with University of Iowa Health Care.

Scope of Services. With the execution of this Agreement, you are being engaged to represent University of Iowa Health Care as local counsel to assist with Blue Cross Blue Shield Multidistrict Litigation (the "Project"). You will endeavor to keep us informed of the progress of your work and respond to our inquiries in a timely manner. You understand that Paul Hastings LLP is acting as primary counsel in connection with the matter and is responsible for all aspects of the Project, except for the services that you will provide as expressly identified above. This engagement is and will be limited to the performance of these services. You are being engaged as Alabama counsel and your advice will be limited to Alabama law, regulatory expectations and industry custom. The scope of your representation will not include any other matter or scope of representation unless and until there is another written agreement, signed by us, describing that expanded other engagement.

Fees and Expenses. You will only bill Paul Hastings LLP for fees and expenses. Payment of undisputed invoices will be submitted within 45 days of receipt. For avoidance of doubt and notwithstanding any other provision in this letter and the attached Terms of Retention, Firm and Local Counsel acknowledge University of Iowa Health Care is not responsible for any and all fees, expenses, costs, or any and all other financial obligations for Local Counsel's provision of legal representation and services.

Payment and Account Details. See attachment

Conflicts of Interest. You have confirmed that you do not have a conflict of interest in relation to the Firm's current representations. Conflicts of interest can and do arise, and if this happens, you agree to alert Paul Hastings LLP immediately of any potential or actual conflict.

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Confirmation of Agreement. To memorialize our understanding, please sign and return the enclosed copy of this letter. Your signature confirms that this letter, including the attached Terms of Retention, accurately sets forth all of the terms of your engagement and is approved and accepted by you. However, please note that your continuing to work with us on this matter will constitute acceptance of the terms set forth herein.

Very truly yours,



Ryan P. Phair

Agreed to this 23 day of Oct, 2025. By: 
stave Leif Olson, Chief Deputy Attorney General
Blankinship Authorized to sign on behalf of University of Iowa Health
 Care

Agreed to this ___ day of 10/10/2025, _____. By: 
AEDAF8042E014D0... R. Bruce Barze, Jr., Partner

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Paul Hastings LLP Terms of Retention

The following provisions will apply to the relationship between Paul Hastings LLP, including its affiliates (the "Firm" and "we"), and BTNL LLC ("Local Counsel," "you" and "your"), as identified in the accompanying letter agreement:

1. **Billing and Expenses.** Local Counsel's fees will be based on the amount of time spent on the engaged matter by individual attorneys, paralegals, and other qualified personnel multiplied by their hourly billing rates. Time will be billed in 1/10-of-an-hour increments. With respect to the matter for which we are engaging your services on behalf of the Client pursuant to the accompanying engagement letter, the hourly rate will be \$685.00 for senior partners' work, \$575.00 for partners' work, \$425.00 for associates' work, and \$250.00 for paralegals' work. These billing rates are subject to change from time to time but no such change will occur without the Client first being notified.

You will invoice the Firm for fees, ancillary services and expenses such as photocopying, scanning, messenger and courier services, court reporter services, filing fees, online or computerized research, litigation support service, document processing, facsimile, postage, printing, secretarial or administrative overtime, travel related expenses, parking and similar expenses, whether internal or paid to third parties. Charges for ancillary services should be based on your direct, out of pocket cost. If a matter requires the services of a third party (e.g., experts, consultants, mediators, e-discovery vendors), unless we agree in writing, that third party will be engaged by Paul Hastings LLP directly (meaning that Paul Hastings LLP will be responsible for their costs and fees), and you will not be responsible for, or incur any liability in respect of, that third party.

2. **Privilege.** From time-to-time issues arise that raise questions concerning professional duties. Paul Hastings LLP agrees that your attorneys and staff working on this matter may consult with lawyers at your Firm or other counsel with respect to professional responsibilities, ethical obligations and related matters. You further agree that those consultations will be protected by your firm's own attorney-client privilege and will not be part of University of Iowa Health Care's file.
3. **Confidentiality of Client Information.** You understand the serious obligation to protect the confidentiality of client information. You agree to not disclose or use any confidential information obtained through this representation, except to Paul Hastings LLP or University of Iowa Health Care in connection with the services described in this engagement.
4. **Client Records.** During the course of the engagement, you will maintain a file that may include correspondence, agreements, filings, disclosures, pleadings, transcripts, exhibits, evidence, reports, and other items related to your engagement (the "Client File"). We and the Client are entitled to obtain the Client File upon providing reasonable notice, subject to your right to maintain a copy, at your expense. You agree that, unless we instruct you otherwise in writing, you may destroy the Client File after seven (7) years from the date on which time was last billed to the matter, however, you will provide reasonable notice and opportunity to request the files prior to any such destruction.
5. **Advice about Possible Outcomes.** During this representation, Local Counsel may express opinions on factual issues, legal problems, courses of action, possible outcomes, and/or likely costs and expenses. Such statements are expressions of opinion only, preliminary in nature based on information available to Local Counsel at the time, and are not promises or guarantees. Furthermore, any estimate

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of the amount of fees and expenses likely to be incurred in connection with the engaged matter (or any aspect thereof) is not a maximum or fixed-fee quotation unless expressly stated otherwise.

6. **Conclusion of Representation.** You have the right to terminate your services at any time, subject to court approval if required. Likewise, subject to applicable ethical rules, you have the right to terminate your representation of the Client if lack of cooperation renders it unreasonably difficult to effectively represent University of Iowa Health Care, continued representation would be unlawful or unethical, or for any other reason. Upon conclusion of your representation, except as expressly agreed in writing, you shall have no further obligation to advise us with respect to any issues relating to any matter for which you were engaged, including monitoring dockets or calendars, filing documents (including judgments, liens and recording abstracts), or informing us of deadlines, changes in the law, or other developments.

Your engagement on this matter will conclude at the earlier of the completion of your work on such matter or upon termination of your representation of University of Iowa Health Care. Paul Hastings LLP also agrees to cooperate with you by performing any acts necessary to effect termination, including executing and filing any documents necessary to relieve you from further obligations (e.g., substitution of attorney).

7. **Liability.** Paul Hastings LLP is not responsible for supervising your work and assumes no liability for the work that you perform in connection with the Project, which is further described in the attached Agreement's Scope of Services.
8. **Governing Law.** These Terms of Retention, the engagement letter, and any legal costs associated with this Project are governed by and construed in accordance with the law of the District of Columbia, United States.
9. **Entire Agreement.** Except for written or oral consents and waivers of actual or potential conflicts of interest, the accompanying letter agreement and these Terms of Retention supersede all other prior and contemporaneous written and oral agreements and understandings and contain the entire agreement between you, University of Iowa Health Care and Paul Hastings LLP. The accompanying letter agreement and these Terms of Retention may be modified only by subsequent written agreement between you, University of Iowa Health Care and Paul Hastings LLP that expressly states that it is modifying the accompanying letter agreement and these Terms of Retention. You acknowledge that no promises have been made to you other than those stated in the accompanying letter agreement and these Terms of Retention.
10. **Severability.** If any section or portion of the accompanying letter agreement and these Terms of Retention is determined by any court or arbitrator to be illegal, invalid or unenforceable, such section or portion shall be deemed stricken and the remaining terms shall not be affected