

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

David Hymer
Bradley Arant Boulton Cummings LLP
One Federal Place
1819 5th Avenue N
Birmingham, AL 35203

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 Bradley Arant Boulton Cummings LLP ("Local Counsel", "you" and "your" or "Bradley") to provide University of Iowa Health Care ("Client"), 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 attached.

Conflicts of Interest. Bradley has confirmed that it does 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, Bradley agrees to alert Paul Hastings LLP immediately of any potential or actual conflict.

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Bradley represents many other companies and individuals in a variety of matters. It is possible that during the time Bradley is representing University of Iowa Health Care, some of Bradley's present or future clients may have transactions or disputes with University of Iowa Health Care, including litigation or other adversarial proceedings. University of Iowa Health Care has agreed that Bradley may continue to represent or may undertake in the future to represent other clients in any matter not substantially related to Bradley's work for University of Iowa Health Care, even if the interests of such clients in those other matters are directly adverse to University of Iowa Health Care or a related entity, and even if such representations would be simultaneous. University of Iowa Health Care and Bradley agree, however, that University of Iowa Health Care's prospective consent to conflicting representations by Bradley will not apply in an instance where, as the result of Bradley's representation of University of Iowa Health Care, Bradley has obtained sensitive, proprietary or other confidential or non-public information that, if known to any such other Bradley client, could be used in any such other matter by such other client to University of Iowa Health Care's material disadvantage, and if screening procedures and similar measures would be insufficient to protect and maintain the confidentiality of that information.

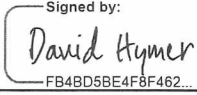
Confirmation of Agreement. To memorialize our understanding, please sign and return the enclosed copy of this letter. Your signature confirms that this letter, including the attached Terms of Retention, accurately sets forth all of the terms of your engagement and is approved and accepted by you. However, 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: 
Steve Olson, Chief Deputy Attorney General
Blum Authorized to sign on behalf of University of Iowa Health
Care

Agreed to this 10/21/2025 day of , . By: 
David Hymer
Bradley Arant Boult Cummings LLP

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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 Bradley ("Local Counsel," "you" and "your"), as identified in the accompanying letter agreement:

- 1. Billing and Expenses.** 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. 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

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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).

6. **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.
7. **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.
8. **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.
9. **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.