

This Agreement is effective \_\_\_\_\_, 2022 by and between \_\_\_\_\_ (“Client”), and **DOMINALAW Group pc llc (DLGpc)**, Omaha, Nebraska, (“Lawyers”). The Parties agree:

1. Client either owns directly or indirectly through an entity or Trust or is otherwise responsible for land in Iowa located at [**Insert here County Name & Sect/Twp/Range or Address of Affected Lands**] \_\_\_\_\_ and potentially subject to Condemnation proceedings by Summit/Navigator/Wolf, (“Pipeline Company”). Pipeline Company is or will likely seek Iowa Utility Board (“IUB”) project approval. Client engages Lawyers to prepare them for and represent them in the IUB proceedings and other related litigation to further Clients interests, and, if necessary, Easement/Lease negotiations.
2. Legal efforts will occur in Phases: 1<sup>st</sup> Client education and organizing, 2<sup>nd</sup> IUB litigation including discovery, depositions, and expert witness development may occur, and 3<sup>rd</sup> the IUB trial and Client testimony. In parallel to these phases additional litigation to protect Client’s interest may occur such as a constitutional challenge or other litigation. 4<sup>th</sup>, if Client is unsuccessful at the IUB there may be an appeal. 5<sup>th</sup> Easement negotiations.
3. **Litigation Expenses:** Lawyers will represent multiple persons and/or entities in the IUB case preparation and intervention such that all other clients and Client here shall be responsible only for their individual pro-rata share of the total expenses actually incurred. Pro-rated expenses may for example include shared expert witness fees, filing fees, deposition fees, and other expenses as necessary to advance the Client’s interests and group litigation.
4. **Legal Fees:** Similar to the Litigation Expenses above, Client here shall only be responsible for Client’s pro-rata share of legal fees. Lawyers work related to the IUB efforts will be billed monthly at the actually incurred rate of \$345.00/hr., which shall be pro-rated across all IUB Clients. For example, if there are one hundred (100) total Clients each such client shall be allocated 1/100<sup>th</sup> of the total fees, or \$3.45/hr./Client. IUB legal efforts shall be **capped at these worst-case maximums:** Up to 500 feet of affected Client land, \$7,500; 501 feet to 1 mile, \$10,000.00; 1+ to 2 miles, \$12,000.00; and 2+ miles but 6 or less parcels, \$14,000.00. Easement/Lease negotiation, other than price, if necessary, are separately capped at \$2,750.00 per Client. **The purpose is to cap Client’s worst-case individual legal fees and keep legal fees as low as possible by prorating legal fees across a larger group of similarly situated individuals. The more property owners involved, the lower Client’s individual fees.** Condemnation representation is not part of this Agreement and would occur on an individual basis and a new Professional Services Agreement would be entered into per Client at the time condemnation starts, if ever. Settlement of Client's claims must be authorized by Client. Client’s failure to perform under the terms of paragraph 3 or 4 may be deemed a discharge of Lawyers representation at the Lawyers discretion. Lawyers shall have an attorney’s lien as allowed by law for their unpaid fees and costs, if any, and are authorized by Client to file notice of said lien against the real property in question Unpaid amounts accrue at 10.0% interest per annum.
5. Group representation offers Client legal services at a fraction of the cost; however, theoretical conflicts may exist or actual conflicts may arise between one or more persons in group and related litigation when all are represented by the same Lawyers. Client hereby expressly waives any known or unknown conflict that now exists or may arise regarding Client and any other landowner, client, or group also represented by Lawyers before or during the course of Lawyers representation of Client. Lawyers are not obligated to advance arguments they believe are without merit or cannot be made in good faith. This Agreement binds the Parties and their successors and assigns, is governed by Iowa law, and contains the Parties entire understanding.
6. By signing this Agreement Client warrants that he/she or it is a taxpayer and/or landowner in the State of Iowa with such real property reasonably likely to be affected by Pipeline Company which seeks to construct its proposed pipeline and/or Client has interest in preventing Pipeline Company from taking land in Iowa.

**DOMINALAW Group pc llc (DLGpc):** \_\_\_\_\_

**Authorized Lawyer**

**Client Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Client Phone #:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Client EMAIL:** \_\_\_\_\_

RETURN TO: [CO2@dominalaw.com](mailto:CO2@dominalaw.com) FAX: 402-493-9782 OR MAIL: Domina Law 2425 S. 144<sup>th</sup> St. Omaha, NE 68144