

BRENNA BIRD
ATTORNEY GENERAL

SAMUEL P. LANGHOLZ
CHIEF DEPUTY ATTORNEY GENERAL



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IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

TO: Charlie Smithson, Secretary of the Senate
Meghan Nelson, Chief Clerk of the House
FROM: Samuel P. Langholz, Chief Deputy Attorney General
DATE: March 17, 2023
RE: Contingency Fee Report for Calendar Year 2022

The Iowa Attorney General submits this report under Iowa Code section 23B.3(7) to describe the use of contingency fee contracts with private attorneys in calendar year 2022.

Because Attorney General Bird did not take office until January 3, 2023—and this report was not prepared by the attorney general who held office during calendar year 2022—the report is based only on the information that has been posted on the attorney general’s internet site as required by Iowa Code section 23B.3(5) or otherwise known to Attorney General Bird at this time.

New Contingency Fee Contracts

The State entered into one new contingency fee contract in 2022. The agreement is with **James Young of Morgan & Morgan Complex Litigation Group; David Paoli of Paoli Law Firm, P.C.; and Paul Leisher of Leisher & Landsiedel, P.C.** While not identified as parties to the contract, Juan Martinez and Tim Fox of Morgan and Morgan Complex Litigation Group have also represented the State under the contract.

The attorneys were retained to represent the State in *State v. Philip Morris, USA et al.*, Polk County Case No. LACL071048. They filed a Motion to Enforce Consent Decree and Master Settlement Agreement in July 2022, asserting claims under the Iowa False Claims Act and various other theories of recovery against tobacco companies participating in the Master Settlement Agreement. In addition to Philip Morris, USA, the other named opposing parties are: R.J. Reynolds Tobacco Co.; Commonwealth Brands, Inc., Farmer’s Tobacco Company of Cynthiana, Inc.; ITG Brands, LLC; Japan Tobacco International USA, Inc.; King Maker Marketing, Inc.; Kretek International, Inc.; Liggett Group, LLC; Peter Stokkebye Tobaksfabrik A/S; Premier Manufacturing Inc.; Santa Fe Natural Tobacco Company, Inc; Scandinavian Tobacco Group Lane Ltd.; Sherman’s 1400 Broadway N.Y.C., Inc; Tabacalera Del Este, S.A.; Vector Tobacco Inc.; The Von Eicken Group; and Wind River Tobacco Company, LLC.

As of December 31, 2022, the legal matter remained pending. But since the close of the calendar year, the litigation has completed because the district court ruled that the claims cannot be pursued in court and the Attorney General decided it is not in the State's interest to continue to pursue the claims. No contingency fees have been paid under the contract. A copy of the written determinations of the Attorney General under Iowa Code section 23B.3 and the contract are attached.

Continuing Contingency Fee Contracts

Two other contingency fee contracts remained current during some part of 2022.

The first contract is with **John Alden Meade of Meade Young LLC**. The attorney was retained to represent the State with respect to antitrust claims against GlaxoSmithKline related to its product Flonase. As of December 31, 2022, the legal matter continued to be in the pre-suit phase. No contingency fees have been paid under the contract.

The second contract is with **Steven J. Toll and Christina D. Saler of Cohen Milstein Sellers & Toll PLLC**. The attorneys were retained to represent the State with respect to claims against Centene Corporation and its subsidiaries, including Envolve Pharmacy Solutions, related to their contractual obligations to the State in connection with the provision of pharmaceutical benefits and services to the State's Medicaid program.

In December 2022, the State and Centene and its subsidiaries entered into a settlement agreement ending this legal matter. The State recovered \$44,455,199 to be paid in two equal installments in January 2023 and 2024. No contingency fee was paid in 2022, but the first of two equal contingency payments of \$2,861,379.97 was paid in early 2023. A copy of the settlement agreement is attached.



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THOMAS J. MILLER
ATTORNEY GENERAL

JEFFREY S. THOMPSON
SOLICITOR GENERAL

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

January 18, 2022

Victoria Newton
Executive Secretary
Executive Council
State Capitol
LOCAL

Re: Retention of Special Counsel

Dear Victoria:

Our office requests authorization pursuant to Iowa Code section 13.7 to retain special counsel to provide specialized legal services and representation to the State of Iowa with respect a dispute related to the administration of the Master Settlement Agreement (MSA) with Participating Tobacco Product Manufacturers (PMs). We also recommend pursuant to Iowa Code section 23B that the law firm be retained on a contingent-fee basis.

Iowa's annual MSA tobacco payment is subject to a number of contractual adjustments. One such adjustment is the NPM Adjustment. This adjustment is an attempt to offset market share losses of the MSA Participating Manufacturers ("PMs") to tobacco companies that have not joined the MSA, the Non-Participating Manufacturers ("NPMs"). The NPM Adjustment is calculated before every payment. However, the adjustment cannot be applied to Iowa's payment unless an arbitration panel determines that Iowa failed to "diligently enforce" its Qualifying Statute during the previous calendar year. To date, Iowa has arbitrated the diligent enforcement question for calendar years 2003 and 2004. In both cases, an arbitration panel of retired federal judges determined that Iowa had diligently enforced its Qualifying Statute for the year in question. The 2003 Panel found that "Iowa exemplified a Settling State where all the State actors worked together to enforce and improve its Qualifying Statute, from the Legislature to the Attorney General's Office to the Department of Revenue."

Notwithstanding Iowa's exemplary diligent enforcement record, the PMs have continued to withhold a portion of the State's MSA payment each April, alleging without support that Iowa did not diligently enforce its qualifying statute. The PMs currently are withholding over \$110 million from Iowa for the NPM adjustment. Iowa is in the process of arbitrating years 2005-2007, but it will take years to complete the process. Moreover, the arbitration process itself imposes significant costs upon Iowa. In the meantime, the PMs will continue to withhold funds from Iowa's payment each year and the cycle will repeat.

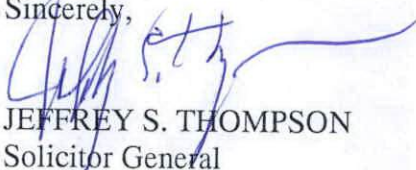
The Attorney General has determined that it is in the State's best interest to take action to break this cycle, recover the withheld funds, and stop future withholding of an NPM adjustment from Iowa's MSA payments. The Attorney General has identified two law firms, Paoli & Leisher PC, 257 W. Front Street, Missoula, Montana 59802, and Morgan & Morgan Complex Litigation Group PLLC, 76 S. Laura Street, Suite 1200, Jacksonville, Florida 32202, working jointly ("Special Counsel"), with the expertise and resources necessary to successfully challenge the contractual basis and lack of good faith by which the PMs have withheld Iowa's funds.

Special Counsel are uniquely qualified and equipped with specialized knowledge of the history and workings of the MSA having previously successfully represented the state of Montana in litigation involving the same issues. The proposed contingent fee arrangement would start at 15 percent of the actual recovery rather than the 25 percent permitted by law and otherwise track the provisions of Iowa Code Chapter 23B. In addition, Special Counsel will advance the costs of the litigation.

This office has determined that this proposed contingent representation is both cost effective and in the public interest. This office lacks sufficient resources – both in staffing and funding – to dedicate to this type of representation; the matter is both novel and complex; the matter would require legal work to be performed out of state; and Special Counsel has significant specialized experience in this area of the law and with this specific legal dispute. We have also determined that a procurement process is not feasible under these unique circumstances.

We therefore recommend approval of the law firms of Paoli & Leisher and Morgan & Morgan Complex Litigation Group, as Special Counsel. The engagement will be governed by a separate contingent fee agreement between this office and the firms which shall comply with the requirements of Iowa Code section 23B.3.

Sincerely,



JEFFREY S. THOMPSON
Solicitor General

AGREEMENT FOR SPECIAL COUNSEL

This Agreement is entered into by and between the State of Iowa, through the Iowa Department of Justice, Office of the Attorney General ("State" or "Office of the Attorney General"), and the law firms of Morgan & Morgan Complex Litigation Group, Paoli Law Firm, P.C. and Leisher & Landsiedel P.C. (collectively "Special Counsel").

Whereas, the State of Iowa entered into the Master Settlement Agreement (MSA) with Participating Tobacco Product Manufacturers (PMs) to hold such manufacturers accountable for their knowing misrepresentations regarding the harms of smoking and targeting future generations of Iowans as replacement smokers;

Whereas, these PMs have, inter alia, withheld substantial funds due Iowa under the MSA and the Attorney General believes that they have wrongfully done so to the detriment of Iowa;

Whereas Iowa is forced to arbitrate against the PMs to recover the withheld funds;

Whereas funds received by Iowa under the MSA are used for public health purposes and other public purposes;

Whereas, recovery of funds wrongfully withheld from the State of Iowa and such penalties/damages as could apply to wrongful conduct is in the public interest; and

Whereas, Special Counsel are uniquely qualified with specialized knowledge of the history and workings of the MSA through previous litigation over the same issues on behalf of Montana, such specialized knowledge is not generally available in Iowa, and the Attorney General's Office currently lacks sufficient staffing and funding to accomplish fully the purposes of this Agreement.

Whereas, upon the request of the State and authorization of the Executive Council, Special Counsel is retained pursuant to Iowa Code section 13.7 to represent the State in connection with the investigation and litigation of claims relating to amounts owed to the State by various tobacco companies under the Master Settlement Agreement, otherwise known as the "Tobacco Litigation." Such engagement includes, without limitation, taking the

appropriate action to investigate potential violations of the Iowa False Claims Act, breach of the duty of good faith and fair dealing and other appropriate claims related to the Master Settlement Agreement to determine if litigation is warranted.

Now Therefore, the Parties agree as follows:

I. Purpose

Special Counsel will assist the State in all phases of this investigation and litigation, including but not limited to:

1. The drafting of proposed civil investigative demands ("CID") or subpoenas, if warranted, and any required motions or responses related to a CID or subpoena;
2. Management, review and analysis of all responses received;
3. Interviewing potential witnesses and other persons with information about the conduct;
4. Identifying and working with potential experts and consultants;
5. Ongoing consultation with the State on other investigative activities required to fully inform the State about potential claims related to this conduct; and
6. Such other actions the State determines necessary to investigate and/or litigate this matter.

Special Counsel will work under the direction of and report to the Office of Attorney General, as more fully described in attachment A *"Standard Addendum concerning management of cases involving contingent fee attorney services ."*

Special Counsel is authorized to contract with others, including without limitation additional counsel, in order to enforce State's Claims. However, any compensation of such others shall be made by Special Counsel from the contingent fee it receives under this Agreement and not otherwise from the State. Special Counsel has the exclusive right to enforce the State's Claims.

II. Duration

This Agreement shall extend from the date of its execution until the Tobacco Litigation is completed, including all appeals, unless terminated by one of the parties pursuant to the terms set forth in this Agreement.

III. Case Management

The management of the Tobacco Litigation will be carried out in accordance with Attachment A, as required by Iowa Code section 23B.3(4).

IV. Attorneys Fees

Special Counsel will be compensated for all services related to this engagement by the State, based upon the following terms and conditions:

1. Special Counsel's contingency fee shall be calculated in accordance with Iowa Code section 23B.3(3), as follows:
 - a. 15% of any Recovery up to and including \$20 million, exclusive of reasonable Costs and Expenses.
 - b. 10% of any portion of any Recovery that exceeds \$20 million up to and including \$25 million, exclusive of reasonable Costs and Expenses.
 - c. 5% percent of any portion of any Recovery that exceeds \$25 million, exclusive of reasonable Costs and Expenses.

The aggregate contingency fee for Special Counsel shall not exceed \$50 million, exclusive of reasonable Costs and Expenses.

2. Definition of "Recovery'-. The term "Recovery" as used herein, means and shall include monies received and in possession of or control by the State which are paid or otherwise released by the defendants in the Tobacco Litigation to resolve the claims associated therein. If no Recovery occurs, then the State will owe Special Counsel nothing for Costs and Expenses or fees, except as otherwise provided in this

Agreement. Recovery shall also include the present value of future or prospective relief obtained or negotiated by the parties. Recovery shall not include any amounts Iowa receives that are solely related to the 2004 MSA payment.

3. Contractual or Statutory Fees

- a) Nothing herein shall be construed to limit Special Counsel's right to seek reimbursement of attorney fees under cost shifting or attorney fee recovery remedies in the Tobacco Litigation, be they contractual or statutory. For the purpose of calculating attorneys' fees sought to be recovered under fee shifting statutes or contractual attorney fee recovery remedies, the ordinary rates charged by Special Counsel or additional counsel shall be used.
- b) In the event Special Counsel is awarded fees against adverse parties under fee shifting statutes or any contractual attorney fee recovery remedies, such award shall offset amounts owed by State as Special Counsel's contingent fee. *For example, if the State's recovery is \$100 and Special Counsel is owed a contingency fee of \$10, but recovers \$5 in attorneys' fees from Defendants, the State only owes an additional \$5 in contingency fees.*

V. Recovery of Costs and Expenses

1. Definition of "Costs and Expenses". The term "Costs and Expenses" as used herein, means and includes reasonable expenses incurred or advanced for filing fees or other court costs, large photocopying projects, subpoena and/or witness or service of process fees, expert witness fees and expenses, investigator fees, computer legal research, overnight postage, courier services, postage for large mail outs, travel, lodging, meals, and mileage expenses, in amounts customarily allowed State employees, deposition expenses and court reporter fees, and other similar litigation-related expenses.

2. Costs and Expenses do not include cellular telephone charges, long distance charges, or charges for the transmission or receipt of facsimiles, e-mails, or instant messages.
3. Advancement of and Reimbursement for Costs and Expenses. Special Counsel shall be responsible for advancing or causing to be advanced, to the extent reasonably necessary, all Costs and Expenses, as defined above. Special Counsel shall be entitled to be reimbursed all Costs and Expenses it has advanced or caused to be advanced, from any Recovery obtained. The State shall have no duty to reimburse Special Counsel for any Costs or Expenses which Special Counsel is responsible for advancing or has advanced, unless there is a Recovery. At no time will the total amount of Costs and Expenses attributed to the State on a pro-rata basis exceed two percent (2%) of the State's Recovery.
4. To the extent Costs and Expenses are incurred that may be shared for the mutual benefit of other state clients involved in the same or similar Tobacco Litigation, such Costs and Expenses shall be allocated on a "pro rata" basis among such states so as to help reduce the Costs and Expenses for all states equally.
5. Nothing herein shall be construed to limit Special Counsel's right to seek reimbursement of Costs and Expenses from adverse parties, including but not limited to, Costs and Expenses under cost shifting or attorney fee and cost recovery remedies.
6. Special Counsel shall use reasonable efforts to recover Costs and Expenses from adverse parties. If Special Counsel recovers Costs and Expenses from an adverse party, then Special Counsel shall be entitled to retain all such recovered Costs and Expenses and shall not deduct such recovered Costs and Expenses from the Recovery for the purposes of calculating Special Counsel's contingent fee.

VI. Conflicts of Interest

1. Special Counsel represents, warrants, and covenants that they do not have any interest, and shall not acquire any direct or indirect interest, including the representation of any other client, that would conflict in any manner or degree with the legal representation or the services provided under this Agreement unless such conflicting representation has been fully disclosed to and waived by the Attorney General.
2. This Agreement shall not disqualify Special Counsel or Special Counsel's firm from continuing to represent other clients in unrelated matters adverse to the State, agencies of the State, or governmental subdivisions of the State, whether ongoing at the time of this Agreement or undertaken thereafter, that do not have a substantial relationship to the legal representation or the services provided under this Agreement.

VII. Representations

1. Qualifications: Special Counsel, by signing this Agreement, attests that Special Counsel is qualified to perform the services specified in this Agreement and agrees to faithfully and diligently perform the services consistent with the standards of legal practice in the community.
2. Confidentiality: All transactional data, reports, estimates, and information furnished by the State to Special Counsel are confidential and shall not be divulged, in whole or in part, except by testimony under oath in judicial proceedings or as otherwise required by law. Special Counsel and Special Counsel's firm shall take all necessary steps to ensure that no staff member divulges any information concerning the Tobacco Litigation. All files and documents containing confidential information shall be filed in separate files maintained in the offices of Special Counsel's firm with access restricted to Special Counsel and needed clerical personnel.
3. Facilities and Personnel Special Counsel has, and will continue to have, proper facilities and personnel to perform the services and work agreed to be performed. Where appropriate, State will endeavor to

provide conference rooms and workspaces in order to facilitate meetings or discovery obligations.

VIII. External Communications

1. Special Counsel and Special Counsel's firm shall refer any and all inquiries from the press or media concerning the Tobacco Litigation or related matters to the Office of the Attorney General.
2. Special Counsel and Special Counsel's firm hereby agree to not make any statement to the press or media relating to the Tobacco Litigation or related matters unless authorized to do so by the to the Office of the Attorney General.

IX. Independent Contractor

1. The relationship of Special Counsel to the State is that of an independent contractor. No liability or benefits, such as workers compensation, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor, or employee as a result of the performance of this Agreement.
2. Special Counsel and Special Counsel's firm will be solely and entirely responsible for their acts and the acts of their agents and employees during the performance of this Agreement. Notwithstanding the above, the relationship is subject to the requirements of the attorney client privilege.

X. Indemnification

1. Special Counsel and Special Counsel's firm agree to save harmless the State, its elected officials, officers, agencies, boards, and employees against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses

and other consultants) which may be imposed upon, incurred by, or asserted against the State for either of the following reasons:

- a) Any malpractice, negligent or tortuous act or omission attributable, in whole or in part, to Special Counsel, Special Counsel's firm or any of their employees, consultants, subcontractors, assigns, agents, or any entities associated, affiliated, or subsidiary to the firm now existing, or hereafter created, their agents and employees for whose acts any of them might be liable.
- b) Any failure by Special Counsel, Special Counsel's firm, or the parties retained by either, to perform its obligations either expressed or implied by this Agreement.

XI. Insurance

1. Errors and Omissions. Special Counsel's firm shall maintain, and by execution of the Agreement confirms it has, professional liability insurance sufficient in an amount to provide coverage for any errors or omissions arising out of the performance of any of the professional services rendered pursuant to this Agreement.
2. Certificate of Insurance. Special Counsel's firm shall produce certificates evidencing such insurance to the Attorney General upon request. All certificates are to be prepared and submitted by the insurance provider and shall contain a provision indicating that the coverage(s) afforded under the policies will not be cancelled, materially changed, or not renewed without thirty (30) calendar days prior written notice, except for ten days for non-payment of premium, and any such notice of cancellation, material change, or nonrenewal shall immediately be forwarded to the Attorney General upon receipt.
3. Additional Insurance. If, during the term of this Agreement, changed conditions should, in the judgment of the Attorney General, render inadequate the insurance limits, Special Counsel's firm will finish on demand such additional coverage as may be required. All insurance required under this Agreement shall be acquired at the expense of

Special Counsel's firm, under valid and enforceable policies, issued by insurers of recognized responsibility. The Attorney General reserves the right to reject as unacceptable any insurer.

XII. Termination

1. Termination of Legal Representation

For good cause, Special Counsel may withdraw from representation of the State at any time upon sixty (60) days written notice. Notice shall be delivered to the Attorney General by process server or by certified mail, and the notice period will begin to run on the date that the Attorney General actually receives the written notice. Immediately upon service of the notice, Special Counsel must fully and diligently cooperate in the transition of representation to any other representation that the Attorney General may thereafter secure. Special Counsel may not withdraw from representation at any time within one hundred twenty (120) days prior to the beginning of trial, pursuant to any scheduling order that the court may issue.

b. For good cause, the State, via the Attorney General may upon sixty (60) days written notice terminate this Agreement. Notice shall be delivered to Special Counsel by process server or by certified mail, and the notice period will begin to run on the date that Special Counsel actually receives the written notice. Immediately upon service of the notice, Special Counsel must fully and diligently cooperate in the transition of representation by Special Counsel to any other representation that the Attorney General may thereafter secure.

c. If Special Counsel is terminated by the State or Attorney General or otherwise withdraws from the duties and obligations stated herein Special Counsel shall be entitled to a share of any recovery by judgment or settlement less the State's cost, expenses and fees on a quantum meruit basis, subject to the provisions in sections IV and V above.

XIII. Compliance With Laws

Special Counsel and any of their employees, consultants, subcontractors, assigns, or agents performing services under this Agreement shall comply with all applicable federal, state, foreign, and local laws, rules, regulations, procedures, ordinances, codes, and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, business permits and registrations, payment of taxes, gift laws, lobbying laws, and laws relating the use of targeted small businesses as subcontractors or suppliers.

XIV. General Provisions

1. Choice of Law and Forum. The laws of the State shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a judicial or quasi-judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa.
2. This provision shall not be construed as waiving any immunity to suit or liability, including, without limitation, sovereign immunity, in state or federal court, which may be available to the State or the Treasurer.
3. No Waiver. Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
4. Other Debts. Special Counsel and Special Counsel's firm are not and will not become in arrears to the State upon any contract, debt, or other obligation, including taxes.
5. Invalidity. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be judicially

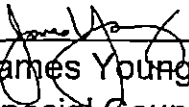
determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. **Headings.** The headings of the sections in this Agreement are for convenience only and shall not be used to interpret the scope or intent of this Agreement.
7. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.
8. **Amendment.** No amendment to the Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, and is signed by duly authorized representatives of all parties and all the requisite State approvals are obtained.
9. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement

APPROVED BY:

Executive Council
Approved by:

Date



James Young
Special Counsel
Morgan & Morgan Complex Litigation Group

1/25/22

Date

David R. Paoli

David Paoli
Special Counsel
Paoli Law Firm P.C.

1/25/22


Date

Paul M. Leisher

Paul Leisher
Special Counsel
Leisher & Landsiedel, P.C.,

1/25/22

Date



Jeffrey S. Thompson
Solicitor General
Iowa Department of Justice

2/10/22

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. Jeffrey Thompson, Solicitor General, or his designated appointee or successor will be personally involved in overseeing the litigation. Jeffrey Thompson 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: Jeffrey Thompson, Solicitor General, Iowa Attorney General's Office, Hoover State Office Building, 1305 E. Walnut, Des Moines, IA., 50319, Phone: 515-281-4419, Email: Jeffrey.Thompson@ag.iowa.gov
3. Communications with Defendant. A defendant that is subject of this litigation may contact Jeffrey Thompson directly, without having to confer with Special Counsel.
4. Notices to Attorney General. Special Counsel shall promptly inform Jeffrey Thompson 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 Jeffrey Thompson 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 Jeffrey Thompson for review and approval for filing with the court.
 - c) The use of investigative subpoenas must be approved by Jeffrey Thompson. Jeffrey Thompson may request investigative subpoenas in addition to what Special Counsel files.
 - d) Special Counsel will consult with Jeffrey Thompson 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 Jeffrey Thompson 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. Jeffrey Thompson 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 Jeffrey Thompson.

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 Jeffrey Thompson 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.

EXECUTION VERSION

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (and as further defined in Section A(1) below, the “Agreement”) is made and entered into among (a) Centene Corporation (“Centene”) and each of its current and former subsidiaries (collectively, and as further defined in Section A(2) below, the “Centene Entities”), and (b) the State of Iowa, by and through its Attorney General (collectively, and as further defined in Section A(11) below, the “State”) (the Centene Entities and the State are collectively referred to herein as the “Parties” and separately as a “Party”). This Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle all potential claims arising from or in any way related to the pharmacy benefits and pharmacy services provided by the Centene Entities in Iowa, and as further defined in Section A(3) below as the “Covered Conduct,” during the defined time period running from January 1, 2016 to the execution of this Agreement (the “Settlement”).

RECITALS

WHEREAS, the State has been reviewing the operations of the Centene Entities and their pharmacy benefit manager, Envolve Pharmacy Solutions, Inc. (“Envolve”);

WHEREAS, the Centene Entities expressly deny liability, any wrongdoing, and/or any violation of any federal or state statute or regulation or common law;

WHEREAS, the State requires full transparency from the Centene Entities around the costs and fees associated with the pharmacy benefits and services paid for by the State;

WHEREAS, the Centene Entities recognize the importance of providing high quality and cost-effective pharmacy benefits and services to the State and the State’s need for transparency around the costs associated with those services;

WHEREAS, the Parties have investigated the facts and have analyzed the relevant legal issues regarding concerns raised during the State's review;

WHEREAS, the Parties have each considered the costs and delays associated with any continued review, and have reached an agreement to resolve any and all claims, filed, unfiled, or which could be filed by the State, arising from or in any way relating to the Centene Entities' provision of pharmacy benefits or pharmacy services in connection with any Health Care Coverage (as that term is defined in Section A(5) below) provided by Centene Entities and/or conduct that could have been alleged by the Releasers;

WHEREAS, the Parties believe the Settlement set forth herein (i) avoids the uncertainties of continued review and assures that the benefits reflected herein are obtained, and (ii) is fair, reasonable and adequate and in the best interest of the people of the State;

WHEREAS, the State and Centene Entities agree that neither this Agreement, nor any statement made in the negotiation thereof, shall be deemed or construed to be a concession as to any claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by one or more Centene Entities or Releasees, or evidence of the truth of any of the claims or allegations made during the review; and

WHEREAS, arms-length settlement negotiations have taken place between the Centene Entities and the State.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED in consideration of the promises and the mutual agreements, covenants, and provisions contained herein, and other good and valuable consideration, the sufficiency of which the Parties to this Agreement hereby acknowledge, the Parties agree as follows.

A. Definitions. As used in this Agreement, the following capitalized terms have the meanings specified below.

- (1) **“Agreement”** means this Settlement Agreement and Release, together with any exhibits attached hereto.
- (2) **“Centene Entities”** means Centene Corporation and each of its past and present subsidiary and affiliated entities and foreign corporations, companies, or limited liability entities, including but not limited to, Iowa Total Care, Inc., Celtic Insurance Company, WellCare Prescription Insurance, Inc., Centene Management Company, Envolve Pharmacy Solutions, Inc., RxAdvance (which is now known as NirvanaHealth), and WellCare Health Plans, Inc. (including each of its past and present affiliates). As used in this paragraph and A(7), **“subsidiary,” “affiliates”** and **“affiliated”** include entities directly or indirectly controlling, controlled by or under common control or ownership by and/or with any of the Centene Entities, to the extent such subsidiaries or affiliated companies’ activities relate to or supported, directly or indirectly, the Covered Conduct in Iowa.
- (3) **“Covered Conduct”** means any and all acts, conduct, omissions, events or transactions, whether known or unknown and whether discovered or undiscovered, during the period from January 1, 2016, up to and including the Effective Date, relating to the operation or delivery of, or payment for, all pharmacy benefits or pharmacy services by any of the Centene Entities as part of, or in connection with, the provision of Health Care Coverage, including, but not limited to: (i) the payment or reimbursement to or from any state departments, divisions, agencies, bureaus, plans, and programs for such pharmacy benefits or pharmacy services, including, but not limited to, any alleged mis-allocation or non-allocation of payments; (ii) the adjudication of such pharmacy benefit claims by any of the Centene Entities; and (iii) the reporting (directly or indirectly) by any of the Centene Entities to any state department or division, agency, bureau, plan, or program. Covered Conduct does not include state or federal tax reporting obligations and liabilities.
- (4) **“Effective Date”** means the date upon which all of the following have occurred: (i) the Centene Entities have executed this Agreement; and (ii) the Iowa Attorney General has executed the Agreement on behalf of the State with the requisite authority under State law necessary to bind all Releasers.
- (5) **“Health Care Coverage”** means the offering or provision of health insurance or coverage of health care services in the State by any Releasee, including but not limited to, coverage provided as part of the Medicaid managed care program, the Child Health Insurance Program, or Medicare Advantage plans.

- (6) "Parties" has the meaning ascribed to it in the opening paragraph.
- (7) "Releasee(s)" means: (i) the Centene Entities; and (ii) each of the Centene Entities' respective past, present, and future officers, board members, directors, principals, agents, servants, employees, successors, assigns, affiliates, insurers, subsidiaries, and transferees, attorneys and legal representatives, as well as the predecessors, successors, and assigns of each of the foregoing. Specifically excluded from this definition are any third-parties not related to or affiliated with the Centene Entities, including all manufacturers, distributors, or sellers of pharmaceutical products or pharmacy benefit services, as well as any non-affiliated subcontractors. (The intent of this provision is to ensure that entities unaffiliated with the Centene Entities and other Releasees are not released, even though they may have participated in the provision of pharmacy services to the health plans of the State pursuant to a contractual relationship with one or more of the Releasees.) Furthermore, this release shall not in any way prevent Centene Entities from seeking indemnification against its insurers.
- (8) "Released Claims" means any and all civil claims of any nature, including the State's state and federal statutory and common law claims, in law or equity, that could have been brought by any of the Releasers against any of the Releasees related to or arising out of in any way the Covered Conduct both known or unknown. Notwithstanding any provision of this Agreement to the contrary, the following claims are specifically reserved and not released by Releasers: (i) any criminal liability; (ii) any liability to the State for any conduct other than the Covered Conduct; (iii) any liability based upon obligations created by this Agreement; (iv) any liability for failure to deliver goods and services due; (v) any liability for personal injury arising from the Covered Conduct; (vi) any civil or administrative liability that any person or entity, including any of the Centene Entities, has or may have to individual consumers including, but not limited to, claims involving unlawful or illegal conduct based on state or federal antitrust violations or consumer protection violations and/or any payment that may be owed to any policyholders or members under any individual or group insurance policy, with the specific exception that the Releasers are releasing any claims they might bring on behalf of individuals pursuant to its *parens patriae* powers, to the extent that claims may exist. For avoidance of doubt, the Centene Entities represent and warrant that, to the extent necessary, they will work together and cooperate with any applicable Iowa regulatory agency to resolve any questions or issues such agency may raise with respect to potential liability to individual consumers or group customers. Nothing in this definition of Released Claims or in this Settlement is intended to resolve, settle or otherwise preclude any review of the Centene Entities by any Iowa regulatory agency for activity not part of the Covered Conduct. The Parties understand that if the federal government for whatever reason excludes any of the Centene Entities from participation in Medicaid, the State cannot contract with the excluded entity or entities.

- (9) "Releasor(s)" means the State as defined in Section A(11).
- (10) "Settlement Amount" has the meaning ascribed to it in Section B.2.
- (11) "State" means the State of Iowa, by and through its Attorney General, including, but not limited to, the Iowa Department of Human Services, the Iowa Insurance Division, and all other state departments, divisions, agencies, bureaus, plans, programs and/or political subdivisions of the State of Iowa (i) for which any of the Centene Entities provided any pharmacy benefit or service, (ii) which paid or reimbursed any of the Centene Entities for providing such a pharmacy benefit or pharmacy service, (iii) which have jurisdiction over such pharmacy benefit or pharmacy service provided by any of the Centene Entities, or (iv) which could have claims related to the Covered Conduct against any of the Centene Entities.

B. Settlement Amount and Other Obligations of the Parties.

- 1. Each Party will be responsible for its own costs, expenses, and attorneys' fees.
- 2. Following the Effective Date at the times and manner set forth below, the Centene Entities shall cause payments in the total aggregate amount of Forty-Four Million, Four Hundred and Fifty-Five Thousand, One Hundred and Ninety-Nine Dollars (\$44,455,199) ("Settlement Amount") to be made to the State. The Settlement Amount shall be paid in two equal installments. The installments shall be paid by wire transfer to an account of the Office of the Attorney General in the manner to be directed in writing by the Attorney General pursuant to the Notice provisions of this Agreement. The first installment shall be paid within forty-five (45) days of the Effective Date and the second installment shall be paid no later than one year following the first installment. In no event shall the aggregate total of the amounts paid pursuant to this paragraph exceed the Settlement Amount. The Centene Entities' obligation to pay each installment of the Settlement Amount shall be fully satisfied and extinguished upon completion of the wire transfer deposit of such installment into the State account as directed by the Attorney General. The Centene Entities shall have no obligation with respect to any allocation or distribution of the Settlement Amount among Releasors or their counsel.

3. It is expressly agreed by the Parties that the Settlement Amount to be paid pursuant to this Agreement fully and completely satisfies any repayment or reimbursement obligation (including any amount that may need to be paid to the federal government) of any Releasees that arise from or relate in any way to the Covered Conduct and the Released Claims that are being released pursuant to this Settlement.

4. It is expressly agreed by the Parties that this Agreement fully and completely satisfies any potential state statutory or civil penalties, liability, damages, or contractual, administrative or equitable remedies for violations of laws, including insurance laws and regulations, related to or arising out of the Covered Conduct, with the sole exception that the Iowa Insurance Division reserves the right to, if warranted, issue cease and desist notifications for any continuing statutory non-compliance and require the Centene Entities to remediate any continuing statutory non-compliance. The Parties further agree that notwithstanding the satisfaction herein of any such potential statutory or civil penalties, liability, damages, or contractual administrative or equitable remedies that could be imposed under applicable insurance laws and regulations related to or arising out of the Covered Conduct, the Agreement does not otherwise interfere with or prohibit the enforcement of insurance laws against the Centene Entities. For avoidance of doubt, the Centene Entities represent and warrant that, to the extent necessary, they will cooperate with the Iowa Insurance Division in any applicable examination.

5. The Centene Entities agree to provide to the State in a timely manner any information requested by the State to assist the State in calculating, explaining, or defending the appropriate allocation of the Settlement Amount should the federal government inquire about, take administrative action related to, or assert a claim against the Settlement Amount.

6. The Centene Entities further acknowledge an obligation to comply with the requirements of Iowa's laws when engaging in the operation or delivery of, or receiving payment for, any managed care pharmacy benefit or pharmacy service in or affecting Iowa, and agree that they will do so in the future with respect to any managed care pharmacy benefit operations they conduct in Iowa, or reports they make concerning such operations to the State or any other Releasers. Pharmacy benefits and pharmacy services shall continue to be delivered in the normal course of business pursuant to the terms of any contracts existing between the Parties as of the Effective Date. The Centene Entities have previously adopted certain business practices and agree to continue such business practices providing full transparency related to the adjudication and payment of all pharmacy benefit claims consistent with the requirements of the contracts between the Parties and applicable law, guidance, and instructions, including, but not limited to, claims level detail that identifies the exact amount paid for each pharmacy benefit or service when and where that detailed information is required to be reported.

7. For the avoidance of doubt, nothing in this Agreement shall be construed or used to prohibit the Centene Entities, or any of them, in any way whatsoever from taking legal or factual positions in litigation or other legal or administrative proceedings or from providing extrajudicial statements made in the context of such litigation or other legal or administrative proceedings.

8. Other than as set forth in this Agreement which shall be binding upon the Parties as of the Effective Date, the contracts currently existing between the Parties shall remain in full force and effect, but this paragraph is not meant to construe that the Parties are precluded from exercising their respective termination rights under the terms of the contract(s) or that the Parties are obligated to renew or enter into future contract(s). For avoidance of doubt, neither the Covered

Conduct nor anything contained in this Agreement shall be cited as a sole ground for termination of the contractual relationship(s) between the Parties.

C. Settlement of Claims and General Release. The Parties hereby agree to settle the Released Claims. On the Effective Date, Releasors hereby release the Releasees, and shall be deemed to have fully, finally, forever, and permanently released, remised, acquitted, held harmless, relinquished, and discharged with prejudice all Released Claims, and shall have covenanted not to sue any of the Releasees with respect to any such Released Claim, and shall be permanently barred and enjoined from instituting, reinstating, maintaining, commencing, or prosecuting any such Released Claim against any of the Releasees, including any administrative action related to the Released Claims, including mandatory or permissive exclusions from the State's Medicaid Program related to the Released Claims, and the releases as set forth herein shall be given full *res judicata* effect. Releasors shall be deemed to have released all Released Claims related to the Covered Conduct, including all claims of any and all state departments, divisions, agencies, bureaus, plans, or programs of the State regardless of whether any such Releasor ever seeks or obtains, by any means, any distribution under this Agreement. Releasors shall be deemed to have released all Released Claims against the Releasees that are or could have been brought by Releasors for the Covered Conduct, including the State's state and federal statutory, regulatory, and/or common law claims, in law or equity, and to the extent the State has the authority and capacity to grant such release, all *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, or taxpayer claims.

D. Waiver and Discharge of the State. In consideration of the obligations of the State set forth in this Agreement, the Centene Entities waive and discharge the State and any of its agencies, divisions, departments, and personnel, including, but not limited to, officials, employees,

and agents, whether current or former, in their official and individual capacities, from any causes of action (including attorneys' fees, costs, and expenses of every kind and however denominated) which the Centene Entities have asserted, could have asserted or may assert in the future against the State and any of its agencies, departments, divisions, and personnel as previously referenced arising from the State's review and intended prosecution of the Covered Conduct.

E. Good Faith Settlement. To the extent necessary under applicable law to extinguish claims for contribution and/or indemnity against any Releasees for the Released Claims due to a contribution or indemnity claim by a third-party based on the Covered Conduct, the Releasors further agree: (i) to obtain a determination from a court of competent jurisdiction that this Settlement is a good faith settlement; and/or (ii) reduce any judgment Releasors might recover against any person or entity other than any Releasee by release and discharge in an amount, fraction, portion, or percentage necessary under applicable law to bar, eliminate, or satisfy claims against the Releasees for contribution and/or indemnity to the fullest extent permitted by applicable law that arise from, or in any way relate to the Covered Conduct released herein.

F. Enforcement of the Agreement. Any Party may bring an action in Iowa State Court in accordance with Section I.3. to enforce the terms of the Agreement (or for a declaratory order construing any term contained in the Agreement) with respect to disputes, alleged violations, or alleged breaches. It is within the court's discretion to enter either a declaratory or enforcement order and such order is subject to appellate review.

G. No Admission of Liability. The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between them, and it shall not be deemed an admission by any Party as to the merits of any claim or defense or any allegation made, or which

could have been made, related to the review. The Centene Entities each deny any wrongdoing and any civil or criminal liability with respect to any review or inquiry by any Releasor.

H. No Other Actions. The State represents and warrants that, at the time of the execution of the Agreement, the State is not aware of any filed, anticipated, or proposed *qui tam* brought on behalf of the State or other actions against the Centene Entities alleging a violation of Iowa law related in any way to the Covered Conduct.

I. Miscellaneous Provisions.

1. **Use of Agreement as Evidence.** Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the Covered Conduct, or of any wrongdoing or liability of Releasees; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any liability, fault or omission of the Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement, shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Releasees may file this Agreement in any action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

2. **Voluntary Settlement.** This Agreement was negotiated in good faith and at arms-length and the exchange of the Settlement Amount for the releases set forth herein is an exchange of reasonably equivalent value.

3. **Resolution of Disputes.** Any disputes between or among the Centene Entities and the State (or their counsel) concerning matters regarding the Agreement shall, if they cannot be resolved by negotiation and agreement in the first instance, be referred to the Iowa District Court for Polk County for resolution. Prior to any referral to the Courts, any dispute must first be raised in a written notice that meets the requirements of Section I.5 below. Within 30 days of the written notice, the Parties must begin engaging in good faith negotiations. Within 30 days of the written notice, during any subsequent period of good faith negotiations, any applicable limitation period related to the dispute shall be tolled. In the event good faith negotiations do not begin within 30 days of the written notice, either Party may refer the matter to the Iowa District Court for Polk County for resolution. No filing with the Courts can occur prior to at least 30 days after delivery of written notice as specified in this paragraph.

4. **Authorization to Enter Agreement.** The undersigned representatives of the Centene Entities represent and warrant that they are fully authorized to enter into and to execute this Agreement on behalf of Centene Corporation and each of its subsidiaries and affiliates. The Centene Entities have the power and authority to enter into and perform this Agreement, and the execution and performance of this Agreement has been duly authorized by all requisite corporate or other legal action. The Iowa Attorney General, on behalf of the State, represents and warrants that he is expressly authorized by the State and all state departments, divisions, agencies, bureaus, plans, or programs of the State, including Iowa Department of Human Services and the Iowa Insurance Division, to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and to enter into and execute this Agreement binding upon all Releasors.

5. **Notices.** All notices to counsel under this Agreement shall be in writing. Each such notice shall be given by (i) e-mail or (ii) registered or certified mail, return receipt requested,

postage pre-paid; and shall be addressed to counsel at their addresses set forth on the signature page hereof. In the event counsel for the Centene Entities changes, the Centene Entities will provide prompt notice to the Iowa Attorney General of the contact information of new counsel to whom notices under this Agreement should be sent.

6. **Tax.** All amounts paid (or actions taken) by Centene pursuant to this Agreement are for restitution or to come into compliance with the law within the meaning of those terms under 26 U.S.C. section 162(f) and Treas. Reg. § 1.162-21. No portion of any amount paid under this agreement constitutes a fine, penalty, punitive damages, disgorgement of profits beyond restitution, or an amount paid in settlement of any claim for any of the foregoing. The State takes no position on Centene's tax treatment of the Settlement Amount.

7. **Binding Agreement.** This Agreement shall constitute a final resolution upon the Effective Date. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

8. **Confidentiality.** The terms of the Agreement will remain confidential until such time as the Effective Date. Nothing herein prevents the Parties from disclosing the terms of the Settlement to those necessary in connection with normal business reporting practices and to obtain the necessary authority to execute the Agreement.

9. **Choice of Law.** Any dispute arising from or in connection with the completion and execution of the Agreement shall be governed by Iowa law without regard to its choice of law provisions.

10. **No Conflict Intended.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

Further, where the context so requires, terms used in the singular in this Agreement shall be deemed to include the plural and vice versa.

11. No Party Deemed to be the Drafter. None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

12. Amendment; Waiver. This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement.

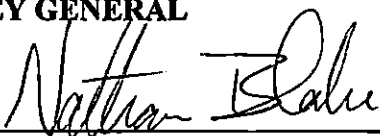
13. Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts and a complete set of executed counterparts shall have the same force as a fully executed original Agreement. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

14. Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

IN WITNESS WHEREOF, the State of Iowa, including but not limited to, the Iowa Department of Human Services and the Iowa Insurance Division, and all Releasors, has executed this Agreement as of the date indicated below.

THE STATE OF IOWA, including but not limited to the IOWA DEPARTMENT OF HUMAN SERVICES and the IOWA INSURANCE DIVISION

ATTORNEY GENERAL

By: 

Date: 12/14/22

Nathan Blake
Office of the Attorney General of Iowa
Hoover State Office Building
1305 E. Walnut Street
Des Moines, IA 50319
Telephone: 515.281.4325
E-mail: nathan.blake@ag.iowa.gov

IN WITNESS WHEREOF, the Centene Entities have executed this Settlement

Agreement and Release as of the date indicated below.

CENTENE CORPORATION, on behalf of itself and each of its subsidiaries, including but not limited to, Iowa Total Care, Inc., Celtic Insurance Company, WellCare Prescription Insurance, Inc., Centene Management Company, Envolve Pharmacy Solutions, Inc., RxAdvance (which is now known as NirvanaHealth), and WellCare Health Plans, Inc.

By: 

Date: 12/2/2022

Printed Name: Chris Koster

Title: EVP, Secretary and General Counsel

Christopher A. Koster
Executive Vice President, Secretary and General Counsel
Centene Corporation
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