

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

OHIO DEPARTMENT OF MEDICAID, et al.

CASE NO.: 21CV001536

Plaintiffs,

JUDGE CHRISTOPHER M. BROWN

v.

BUCKEYE HEALTH PLAN COMMUNITY  
SOLUTIONS, INC., et al

SETTLEMENT AGREEMENT AND  
RELEASE

Defendants.

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement is made and entered into this 14<sup>th</sup> day of June 2021, among Centene Corporation and each of its subsidiaries (“Centene”), including but not limited to, Buckeye Health Plan, Inc. (“Buckeye Health Plan”), Buckeye Health Plan Community Solutions, Inc., (“Buckeye”), Centene Management Corporation, (“CMC”), and Envolve Pharmacy Solutions, Inc., (“Envolve”) (collectively referred to as “Centene Entities”), and the Attorney General on behalf of the State of Ohio, the Ohio Department of Medicaid, and all other state departments, agencies, and bureaus of the State of Ohio for which the Centene Entities provided any pharmacy benefit or service, or which paid or reimbursed any Centene Entity for providing such a pharmacy benefit or service (hereinafter collectively referred to as “Attorney General,” “State of Ohio” or the “State”) in connection with the lawsuit captioned, *Ohio Department of Medicaid and State of Ohio v. Centene Corporation, Buckeye Health Plan Community Solutions, Inc., and Envolve Pharmacy Solutions, Inc.*, Case No. 21CV001536, originally filed in the Court of Common Pleas, Civil Division, Franklin County, Ohio (Brown, J.) (the “Ohio Action”), removed to United States District Court, Southern District of Ohio, Eastern Division, Case No. 21-cv-1502 (Watson, J.) and, upon the joint filing of the State and Centene Entities indicating non-opposition to the State’s motion to remand, returned to state court (the Centene Entities and the State of Ohio, collectively referred to as the “Parties” or “Settling Parties”). This Settlement Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle all claims asserted in the Ohio Action and the potential claims arising from or in any way related to the pharmacy business of the Centene Entities in Ohio during the defined time period running from January 1, 2016, to the execution of this Settlement Agreement. (the “Settlement”).

WHEREAS, the State filed its Complaint in state court on March 11, 2021, alleging that:

(i) Buckeye breached its Provider Agreement with the Ohio Department of Medicaid (“ODM”) by,

among other things, Buckeye and Envolve deceptively receiving payments, or payments in amounts, to which they were not entitled and/or falsifying reports related to the work under the Provider Agreement; (ii) Buckeye and Envolve violated Ohio law, including O.R.C. §5164.35, by, among other things, Buckeye submitting encounter data to ODM that misrepresented the costs of pharmacy services, consenting to Envolve's improper pricing practices, and accepting payments in excess of those to which it was entitled as result of these improper practices; and (iii) Centene Corporation and its subsidiaries Buckeye and Envolve conspired to commit, among other things, the breach and violations referenced in subparts (i) and (ii) above;

WHEREAS, the Centene Entities: (i) deny each and all of the claims and allegations of wrongdoing made by the State in the Ohio Action and maintain that they have meritorious defenses; (ii) deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Ohio Action; and (iii) expressly deny liability, any wrongdoing, and/or any violation of any federal or state statute or regulation or common law;

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

WHEREAS, while the State does not dispute that the Centene Entities may have provided quality pharmacy benefit services to the State, the State requires full transparency from the Centene Entities regarding the costs and fees associated with those services;

WHEREAS, the Parties have investigated the facts, have analyzed the relevant legal issues regarding the claims and defenses asserted in the Ohio Action, and have engaged in motion practice;

WHEREAS, the Parties have each considered the costs and delays associated with the

continued prosecution and defense of the Ohio Action, and have reached an agreement to resolve the Ohio Action and any and all claims, filed, unfiled, or which could be filed, arising from or in any way relating to the Centene Entities' provision of pharmacy benefits or other pharmacy benefit services in connection with any Health Care Coverage provided by Centene Entities and/or conduct alleged or that could have been alleged in the Ohio Action;

WHEREAS, the Parties believe the Settlement set forth herein (i) avoids the uncertainties of litigation 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 of Ohio;

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 by the Parties in the Ohio Action;

WHEREAS, arm's-length settlement negotiations have taken place between the Centene Entities and the State; and

WHEREAS, the Parties understand that if there is a failure to satisfy the terms of the Settlement, the Parties may need to seek judicial intervention, and the Court's retention of jurisdiction best serves the interests of the Parties and promotes the objectives of the Settlement;

NOW, THEREFORE, IT IS HEREBY AGREED by and among the State and Centene Entities, by and through their respective counsel, that the Ohio Action shall be finally and fully settled, released, and dismissed with prejudice, as set forth below.

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

- (a) "Agreement" or "Settlement Agreement" means this Settlement Agreement and Exhibits attached hereto, if any.
- (b) "Agreed Order of Dismissal" means the order that incorporates the Settlement Agreement, is presented to the Court for approval and/or entry and that confers the Court's continued jurisdiction over the enforcement of the Settlement Agreement.
- (c) "Centene Entities" means Centene Corporation and each of its subsidiaries whose activities related to or supported, directly or indirectly, the provision of pharmacy benefits or other pharmacy benefit services as part of, or in connection with, the provision of Health Care Coverage, including but not limited to, Buckeye Health Plan, Inc., Buckeye HealthPlan Community Solutions, Inc., Centene Management Corporation, and Envolv Pharmacy Solutions, Inc.
- (d) "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 benefit products by any Centene Entity 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 department, agency or bureau for such pharmacy benefits or 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 Centene Entity; and (iii) the reporting (directly or indirectly) by any Centene Entity to any state department, agency or bureau.
- (e) "Court" means the Court of Common Pleas, Civil Division, Franklin County, Ohio.
- (f) "Effective Date" means the date upon which all of the following have occurred: (i) the Centene Entities have executed this Settlement Agreement; (ii) the Attorney General has executed the Settlement Agreement on behalf of the State with the requisite authority under O.R.C. § 131.02 and any other provisions of law necessary to bind all Releasors; and (iii) the Court has entered the Agreed Order of Dismissal.
- (g) "Execution Date" means the date on which this Agreement is executed by the last party to do so.
- (h) "Health Care Coverage" means the offering or provision of health insurance or coverage of health care services in the State of Ohio by any Releasee, including but not limited to coverage provided as part of the Medicaid managed care program, the Child Health Insurance Program, Medicare Advantage or policies offered or sold in the individual insurance

market.

- (i) "Parties" and "Settling Parties" means the Centene Entities and the State of Ohio and the Ohio Department of Medicaid.
- (j) "Releasees" means Centene Corporation, Buckeye Health Plan, Inc., Buckeye Health Plan Community Solutions, Inc., Centene Management Corporation, and Envolve Pharmacy Solutions, Inc., and all past and present subsidiary and affiliated United States and foreign corporations, companies, or limited liability entities owned, in whole or in part, by any of the Releasees, including RxAdvance (which is now known as NirvanaHealth) and Wellcare Health Plans, Inc. (including any past or present Wellcare subsidiaries and related companies), to the extent such subsidiaries' or affiliated companies' activities related to or supported, directly or indirectly, the provision of pharmacy benefits or services as part of, or in connection with, the provision of Health Care Coverage. For each of the foregoing Releasees, included as Releasees are each of their respective past, present, and future officers, board members, directors, principals, agents, servants, employees, successors, assigns, affiliates, advisors, agents, consultants, insurers, trusts (including trusts established for the benefit of any Releasee), trustees, protectors, beneficiaries, managers, members, direct or indirect owners and/or shareholders, beneficiaries of direct or indirect owners and/or shareholders, partners (general or limited), representatives, parents, subsidiaries, and transferees, attorneys and legal representatives, as well as the predecessors, successors, heirs, executors, administrators, legatees and assigns. 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 of Ohio pursuant to a contractual relationship with one or more of the Releasees.) Furthermore, this release shall not be in any way prevent Centene Entities from seeking indemnification against its insurers. As used in this paragraph, "affiliates" or "affiliated" means entities directly or indirectly controlling, controlled by or under common control or ownership with a Releasee.
- (k) "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 were brought or could have been brought by any Releasor related to or arising out of in any way the Covered Conduct both known or unknown.
- (l) "Releasors" means: (i) the State and the Attorney General, and (ii) any state department, agency or bureau, 1) for which any Centene Entity provided any

pharmacy benefit or service, or 2) which paid or reimbursed any Centene Entity for providing such a pharmacy benefit or service, or 3) which could have claims related to the Covered Conduct against any Centene Entity, and on whose behalf the Attorney General possesses the authority to bind.

- (m) "Settlement Amount" means the aggregate total of the installment payments to be made as set forth in Section B. of this Agreement.
- (n) "State of Ohio" or "State" means the Attorney General on behalf of the State of Ohio, the Ohio Department of Medicaid, and all other state departments, agencies and bureaus.

**B. Settlement Amount and Other Obligations of Settling Parties.**

1. Upon execution of this Settlement Agreement, the Settling Parties will take all steps necessary to cause the Effective Date to be reached and shall agree to stay the Ohio Action to permit the Settlement Agreement to be effectuated and for the Effective Date to be reached until such time that the Ohio Action is dismissed with prejudice through the entry of the Agreed Order of Dismissal.

2. Within ten (10) days after the Execution Date, the Settling Parties shall execute an Agreed Order of Dismissal of the Ohio Action that incorporates the Settlement Agreement and is in substantially the form of the attached Exhibit A, and the Attorney General shall cause it to be filed in the Court, waiving any objections to the jurisdiction of the Court to enter the Agreed Order of Dismissal. Each Party will be responsible for its own costs, expenses, and attorneys' fees.

3. Following the Effective Date at the times and manner set forth below, the Centene Entities shall cause payments in the total aggregate amount of \$88,289,192.00 (Eighty Eight Million Two Hundred Eighty Nine Thousand One Hundred Ninety Two Dollars) ("Settlement Amount") to be made to the Attorney General in trust for the State of Ohio of which \$3million shall be owed to the Ohio Attorney General's Office to compensate it for attorneys' fees and investigation expenses related to the Ohio Action. The Settlement Amount shall be paid in two

equal installments of which \$1.5 million shall be allocated per installment to the Ohio Attorney General's Office for its attorneys' fees and investigation expenses referenced in the preceding sentence. The installments shall be by wire transfer to an account of the Ohio Attorney General's Office 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. Should Centene fail to timely make the second installment called for by this Agreement, interest shall accrue, beginning on the 366<sup>th</sup> day after the payment of the first installment, at the rate of 3 percent per annum. Except in the event that such interest is required under the terms of this Agreement to be paid, 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 Releasers or counsel.

4. It is expressly agreed by the Settling Parties that the Settlement Amount to be paid pursuant to this Agreement fully and completely satisfies any repayment or reimbursement obligation of any Releasees that arise from or relate in any way to the Covered Conduct and/or the Released Claims that are being released pursuant to this Settlement.

5. The Centene Entities shall not enter into any other settlement agreement with another state regarding conduct the same as or similar to the conduct alleged in the Ohio Action that contains a recovery calculation methodology more favorable than that contained in this Settlement Agreement and Release. The express intent of this provision is to ensure that Ohio receives as part of its recovery in this settlement a percentage of its pharmacy spending through



Centene that is higher than the percentage paid to any other similarly situated state.

6. It is expressly agreed by the Settling 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. The Centene Entities agree to assist the State in calculating the appropriate allocation of the Settlement Amount should the federal government assert a claim against the Settlement Amount.

7. The Centene Entities further acknowledge an obligation to comply with the requirements of Ohio's laws, including O.R.C. § 5164.35, when engaging in the operation or delivery of, or receiving payment for, any managed care pharmacy benefit in or affecting Ohio and agrees that they will do so in the future with respect to any managed care pharmacy benefit operations it conducts in Ohio, or reports it makes concerning such operations to the State or any other Releasers. The Centene Entities will provide full transparency related to the adjudication and payment of all pharmacy benefit claims, including the provision of such information as is required to permit ODM to discern, on a claims level, the exact amount paid to the pharmacy for each pharmaceutical claim.

8. For the avoidance of doubt, nothing in this Agreement shall prohibit the Centene Entities from taking any legal or factual position in any litigation or other legal or administrative proceedings not directly involving litigation of this agreement.

**C. Settlement of Claims and General Release.** The Settling Parties hereby agree to settle the Released Claims. The State contends that the Ohio Action was brought to protect the legitimate interest of the State and other Releasors, and the State and other Releasors agree that settlement on these terms is in the statewide interest. The Centene Entities maintain they have operated in Ohio in compliance with all applicable laws and regulations and that the Centene Entities provided the highest quality healthcare and added value to the Medicaid program but also agree that settlement on these terms is in all parties' interest. On the Effective Date of the Release, 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 Releasee 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 the Releasees, 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, agencies or bureaus 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 civil 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 by any other person acting or purporting to act in *parens patriae*, sovereign, quasi-sovereign, private attorney general, taxpayer or any other capacity on behalf of any Releasor.

**D. Agreed Order of Dismissal.** The Agreed Order of Dismissal shall incorporate the Settlement Agreement and provide that the Ohio Action as against the Defendants is dismissed with prejudice and that Court shall retain jurisdiction to enforce the terms of the Settlement Agreement.

Upon filing of the Agreed Order of Dismissal each party is responsible for its own costs, expenses, and attorney fees.

**E. Enforcement of the Agreement.** Any Party may bring an action to the Court in accordance with Paragraph G.3 to enforce the terms of the Settlement (or for a declaratory order construing any such term) with respect to disputes, alleged violations or alleged breaches. It is within Court's discretion to enter either a declaratory or enforcement order and such order is subject to appellate review as provided by Ohio law.

**F. No Admission of Liability.** The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between them with respect to the Ohio Action, and it shall not be deemed an admission by any Settling Party as to the merits of any claim or defense or any allegation made, or could have been made, in the Ohio Action. The Centene Entities each deny the allegations in the Ohio Action and any lawsuits brought by any Releasor and denies any civil or criminal liability in the Ohio Action, any lawsuits brought by any Releasor, and with respect to any investigation or inquiry by any Releasor.

**G. 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 alleged in the Ohio Action, of any allegation made in that case, 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 and/or Agreed Order of Dismissal 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 Settlement Agreement was negotiated in good faith and at arms-length and the exchange of the Settlement Amount for the release 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 Settlement Agreement shall, if they cannot be resolved by negotiation and agreement in the first instance, be referred to the Court for resolution. Prior to any referral to the Court, any dispute must first be raised in a written notice and the parties must engage in good faith negotiations. No filing with the Court can occur prior to at least 30 days after the presentation of such written notice.

4. **Authorization to Enter Settlement 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, Buckeye Health Plan, Inc., Buckeye Health Plan Community Solutions, Inc., and Envolve Pharmacy Solutions, respectively, and the Centene Entities have the power and authority to enter into and perform this Settlement Agreement, and the execution and performance of this Settlement Agreement has been duly authorized by all requisite corporate or other legal action. The Attorney General, on behalf of the

State, represents and warrants that he is expressly authorized by the State and all state departments, agencies and bureaus 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 Settlement Agreement and Release binding upon all Releasers.

5. **Notices.** All notices to counsel under this Agreement shall be in writing. Each such notice shall be given either by (i) e-mail; (ii) hand delivery; or (iii) registered or certified mail, return receipt requested, postage pre-paid; and shall be addressed to counsel at their addresses set forth on the signature pages hereof.

6. **Tax.** The Settlement Amount delivered in connection with this Settlement shall constitute restitution payments for United States Federal income tax purposes.

7. **Non-Appealable and Binding Agreement.** This Agreement and the Agreed Order of Dismissal 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 Settling Parties.

8. **Confidentiality.** Subject to the requirements of the laws of the State of Ohio pertaining to the disclosure of public records, the parties agree that they will treat the terms of the Agreement as confidential until such time as the Agreed Order of Dismissal Execution Date. The Settling Parties shall contemporaneously file with the Agreed Order of Dismissal the Settlement Agreement. Nothing herein prevents the Settling 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. After the filing of the Settlement Agreement, the parties shall be free to discuss the terms and conditions of the settlement and the facts and circumstances contributing to the settlement, and such actions shall not be deemed a violation of

this Agreement or of any other agreement, including non-disclosure agreements, that have been entered into by any of the parties.

9. **Choice of Law.** Any dispute arising from or in connection with the completion and execution of the Settlement Agreement shall be governed by Ohio 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 Settling 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.

14. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Settling 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.

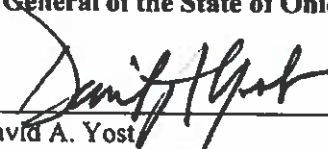
**IN WITNESS WHEREOF**, the State of Ohio, including but not limited to the Ohio Department of Medicaid and all Releasors, has executed this Settlement Agreement and Release as of the date indicated below.

**PLAINTIFFS:**

**OHIO DEPARTMENT OF MEDICAID and  
THE STATE OF OHIO**

**DAVID A. YOST**  
Attorney General of the State of Ohio

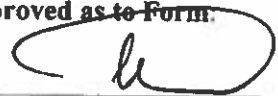
By: \_\_\_\_\_

  
David A. Yost  
Attorney General, State of Ohio  
30 East Broad Street, 25<sup>th</sup> Floor  
Columbus, Ohio 43215  
614/466-3980  
614/466-8898 (facsimile)

Date: \_\_\_\_\_



Approved as to Form:

  
\_\_\_\_\_  
Don W. Davis, Jr.  
BRENNAN, MANNA & DIAMOND, LLC  
75 East Market Street  
Akron, OH 44308  
Tel. 330-253-5060  
Facsimile: 330-253-1997

David Nutt & Associates, P.C.  
David Nutt  
Matthew McDonald  
605 Crescent Blvd., Suite 200  
Ridgeland, MS 39157

Telephone (601)898-7302

W. Lawrence Deas  
William Liston  
LISTON & DEAS, PLLC  
605 Crescent Blvd., Suite 200  
Ridgeland, MS 39157  
Telephone (601) 981-1636  
Lawrence@listondeas.com  
William@listondeas.com

Steven J. Toll  
COHEN MILSTEIN SELLERS & TOLL PLLC  
1100 New York Ave. NW, Fifth Floor  
Washington, DC 20005  
Telephone: (202) 408-4600  
Facsimile: (202) 408-4699  
stoll@cohenmilstein.com

Christina D. Saler  
COHEN MILSTEIN SELLERS & TOLL PLLC  
Three Logan Square  
1717 Arch Street, Suite 3610  
Philadelphia, PA 19013  
Telephone: (267) 479-5707  
Facsimile: (267) 479-5701  
csaler@cohenmilstein.com

*Special Counsel for Plaintiffs*



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, Buckeye Health Plan, Inc., Buckeye Health Plan Community Solutions, Inc., Centene Management Corporation, and Envolv Pharmacy Solutions, Inc.:**

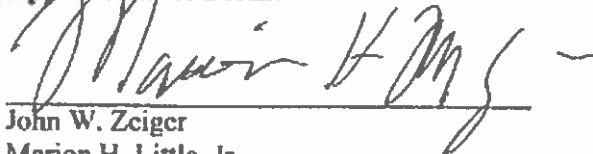
By: Sarah London

Date: 6/13/2021

Printed Name: SARAH LONDON

Title: PRESIDENT, HEALTH CARE ENTERPRISES  
& EVP, ADVANCED TECHNOLOGY

Approved as to Form:



John W. Zeiger  
Marion H. Little, Jr.  
ZEIGER, TIGGES & LITTLE LLP  
3500 Huntington Center  
41 South High Street  
Columbus, Ohio 43215  
Tel. 614-365-9900  
Facsimile: 614-365-7900

*Counsel for the Centene Entities*

**EXHIBIT "A"**

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

OHIO DEPARTMENT OF MEDICAID, et al.

Plaintiffs,

v.

BUCKEYE HEALTH PLAN COMMUNITY  
SOLUTIONS, INC., et al.

Defendants.

CASE NO.: 21CV001536

JUDGE CHRISTOPHER M. BROWN

AGREED ORDER OF DISMISSAL

**AGREED ORDER OF DISMISSAL**

THIS DAY CAME ON TO BE HEARD a joint motion of the parties seeking dismissal of the above-styled and numbered cause, and the Court, after finding that all parties waive any objections to the jurisdiction of this Court and that the parties have entered into and executed a Settlement Agreement and Release which resolves all controversies in this action, finds that such joint motion is well-taken and should be granted.

IT IS THEREFORE ORDERED that this action is hereby dismissed with prejudice, with each party bearing their own costs, expenses, and attorneys' fees.

IT IS FURTHER ORDERED that this Agreed Order hereby incorporates the Settlement Agreement and Release and that the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement and Release upon application by any party to this action and pursuant to further Order of the Court.

SO ORDERED this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JUDGE CHRISTOPHER M. BROWN,  
COURT OF COMMON PLEAS

## EXHIBIT "A"

Agreed and Approved:

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Don W. Davis, Jr. (0030559)  
Brennan, Manna & Diamond, LLC  
75 East Market Street  
Akron, OH 44308  
Tel. (330) 253-1997  
Fax. (330) 253-1997  
*Counsel for Plaintiffs*

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John W. Zeiger (0010707)  
Marion H. Little, Jr. (0042679)  
Zeiger, Tigges & Little LLP  
3500 Huntington Center  
41 South High Street  
Columbus, Ohio 43215  
Tel. (614) 365-9900  
Fax. (614) 365-7900  
*Counsel for Defendants*