

COUNSEL RETENTION AGREEMENT

This Counsel Retention Agreement ("Retention Agreement") is made and entered between the State of Iowa (sometimes referred to herein as the "State" or "Iowa"), by and through the Office of the Attorney General (hereinafter sometimes referred to as the "Attorney General") and Cohen Milstein Sellers & Toll PLLC (hereinafter referred to as the "Attorneys").

RECITALS

A. **WHEREAS**, Iowa, by and through the Attorney General, has the authority and responsibility to enforce and preserve the public trust and to take measures to effectively and efficiently manage, protect, and supervise the use of the resources of the State consistent with and in promotion of the general welfare and best interests of the People of Iowa; and

B. **WHEREAS**, Iowa, acting for Itself and *parens patriae* for and on behalf of the People of Iowa, has determined that the State may have claims, and the constitutional mandate to pursue such claims, for damages, declaratory relief, injunctive relief and other rights and remedies against Centene Corporation, and its subsidiaries, including Envolve Pharmacy Solutions, for their failure to adhere to the terms of their contractual obligations to the State in connection with the provision of pharmaceutical benefits and services to the State's Medicaid program (the "Claims"); and

C. **WHEREAS**, the Attorney General has determined that the investigation, research, litigation and all related or other dispute resolution procedures and processes associated with or arising from the Claims will require, over an extended period of time, the expenditure of large sums of money and the work of numerous lawyers, consultants, experts and accountants (including their respective professional staffs and resources) who have particularized knowledge of and are familiar with the Claims and who have experience and expertise in the contractual, analytical and legal issues pertaining thereto; and

D. **WHEREAS**, the Attorney General has further determined that the Attorneys have the requisite experience and expertise and that it is, and will be, in the best interests of Iowa to retain and empower the Attorneys to pursue the Claims; and

E. **WHEREAS**, Iowa has requested the Attorneys to represent Iowa on a contingent fee basis and to take any actions reasonably necessary or appropriate, subject to the supervision of and in association with the Attorney General, to pursue and resolve the Claims, including all proceedings or processes referenced in Paragraph No. III. hereof; and

F. **WHEREAS**, the Attorneys have agreed to accept representation of Iowa, in association with the Attorney General, in relation to the Claims and pursuant to the provisions hereof.

NOW, THEREFORE, in consideration of the matters set forth in the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, Iowa, by and through the Attorney General, and the Attorneys agree as follows:

I. The Client. The Client shall be the State of Iowa, represented by its duly authorized agent and counsel, the Attorney General, as follows:

The State of Iowa
c/o 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

II. The Attorneys. The Attorneys, as referenced herein, are:

Cohen Milstein Sellers & Toll PLLC
Steven J. Toll
1100 New York Ave., NW
Fifth Floor
Washington, DC 20005
Telephone: 202.408.4600
E-mail: stoll@cohenmilstein.com

Christina D. Saler
Three Logan Square
1717 Arch Street, Suite 3610
Philadelphia, PA 19103
Telephone: 267.479.5707
E-mail: csaler@cohenmilstein.com

and such law firm's attorneys, who, as private outside counsel, are hereby authorized and duly empowered by, and to act for and in conjunction with the Attorney General for the purposes of

investigation, researching, filing, prosecuting and handling the Claims as set forth in Paragraph Nos. III. and IV. hereof. This Retention Agreement is entered between Iowa and the Attorneys specified herein only; provided, however, that, except for, or in addition to, the terms or conditions set forth In Paragraph No, IV,(E) hereof, nothing contained in this Retention Agreement shall limit or prohibit the Attorneys from associating additional counsel or other personnel as part of a litigation team, or “Counsel Group” as may be necessary or appropriate to handle and staff the work to be performed within the scope of the representation set forth herein.

III. Retention. Scope of Retention and Representation of Attorneys. Iowa, through the Attorney General, hereby retains the Attorneys to perform legal services, and the Attorneys agree to perform such services faithfully and with due diligence, in relation to all proceedings, processes or transactions with reference to which the services are to be performed for purposes of the investigation, initiation, prosecution and resolution of any and all lawsuits, arbitral or administrative proceedings, transactional matters, negotiations, analyses and all related or other proceedings or processes associated with or arising from the Claims as defined in the Recitals herein. Further, if litigation is pursued, the Attorneys’ performance of legal services shall also be governed by the State’s *Standard Addendum—Case Management Contingency Fee Attorney Services*, attached hereto.

IV. Nature of Contingency; Staffing and Fees and Expenses. The contingency upon which compensation of the Attorneys is to be paid is the recovery of any monetary sum, benefit or value, or the establishment of a right, interest or entitlement of Iowa, whether for itself or for or on behalf of its agency, branch, department or division identified in Paragraph No. I or for or on behalf of the People of Iowa, to receive any monetary payments, funds or damages or other sum(s), benefit(s) or value(s) of any kind or character (any or all of which shall be referred to herein and in Exhibit “A” hereto as “Recovery”), as a result of or arising from the resolution of the Claims, subject to the following terms and conditions:

(A) The Attorney General does not relinquish any constitutional or statutory authority or responsibility through this Retention Agreement. The Attorney General has the sole authority to settle the Claims on behalf of Iowa. The Attorneys shall consult with the Attorney General and obtain approval of the Attorney General on all material matters pertinent to the Claims, and any litigation or other formal or informal proceedings or processes arising therefrom or associated therewith, and the Attorney General shall cooperate with the Attorneys and, consistent with the constitutional mandate and statutory duties and powers set forth in the Recitals herein, use best efforts to secure the cooperation of other governmental departments, branches or agencies of Iowa. The Attorney General is not, however, required to assign any members of the staff of the Attorney General to pursue the Claims, but may from time to time afford staff and other support services as the Attorney General deems appropriate. The Attorney General shall designate a staff member(s) or appointed special assistant to monitor these Claims, and the Attorneys shall

keep the Attorney General and any designated staff member(s) or appointed special assistant(s) fully informed of all matters pertaining to the Claims.

(B) The Attorney General and the Attorneys both recognize that the Claims present numerous factual and legal obstacles, and that no assurance of success or recovery on the Claims has been or can be made.

(C) The Attorney General shall maintain responsibility for the public distribution or dissemination of information concerning this matter. All press or media inquiries shall be referred to the Attorney General.

(D) Notwithstanding the potential difficulties associated with handling and resolution of the Claims, the Attorneys have agreed to represent the agency, branch, department or division of Iowa identified in Paragraph No. I, and the Attorney General hereby agrees that the Attorneys will be compensated for their legal services, work, expenditure of time or money, and all other efforts from and after the effective date of this Retention Agreement, on the following bases:

(1) Fee Agreements. Attorneys shall receive and be paid an aggregate fee based upon the applicable specified percentage(s), as set forth on Exhibit "A" annexed hereto, of any Recovery (as defined herein) awarded, paid, owed or attributed to and/or allocated, recovered or received by, Iowa, or its agency, branch, department or division identified in Paragraph No. I, as a result of or arising from any litigation, transactional arrangement(s), arbitration or other proceedings or processes of any kind or character culminating in the resolution of the Claims, whether by judgment, award, compromise and settlement, contract, compact, administrative, regulatory, or legislative action or otherwise based solely upon the schedule of structured contingent fees reflected on Exhibit "A" which are incorporated herein by reference; provided, however, consistent with the terms and conditions of this paragraph and Paragraph No. V hereof, nothing in this Retention Agreement will prohibit the Attorneys, whether or not acting for, on behalf of or with the approval of the Attorney General, from obtaining an award of fees and expenses from any Court or other judicial or quasi-judicial body of competent jurisdiction.

(2) Out-of-Pocket Expenses. All reasonable and necessary costs and expenses of litigation or other dispute resolution procedures or processes, including, but not limited to, court costs, travel expenses, witness fees, costs for court reporters, costs for copies or reprographic services, delivery, mailing(s) and overnight courier services, on-line legal or other research costs, fees and expenses for experts, consultants, accountants, arbitrators, mediators and/or other providers

of technical or scientific or other services and all other or related costs, expenses or expenditures made or incurred in relation to any proceedings or processes referenced in or contemplated by Paragraph No. III hereof ("out-of-pocket expense"), as may be approved by the Attorney General and the Attorneys, shall be initially borne or funded entirely by the Attorneys, but shall be reimbursed to the Attorneys exclusively from funds or other elements of value comprising the gross proceeds or payments made or to be made to, or the benefits or values conferred or to be conferred upon, or for the benefit of, Iowa by virtue of any Recovery before deduction of fees owed or paid to the Attorneys pursuant to Paragraph No. IV.(D)(1) hereof; provided, however, that the Attorneys shall consult with, and will have joint authority and control with, the Attorney General over the selection and payment of experts, consultants, arbitrators, mediators or other providers of professional services.

(3) Scope of Fee and Expense Arrangement(s). Subject to the terms and conditions of Paragraph No. V hereof, the Attorneys shall receive no compensation or reimbursement directly from Iowa in any amount or by any other means other than as set forth herein above.

(E) With the approval of the Attorney General, the Attorneys may associate other attorneys at their own expense and at no cost to Iowa. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, and the commitments of Attorneys, including any associated attorneys, are not delegable without the express, written approval of the Attorney General.

V. Court-Awarded or Other Alternative Fee and Expense Arrangements. Notwithstanding any term, condition or other provision of any numbered, unnumbered or alphanumerically designated Paragraph or sub-paragraph herein, the Attorneys shall be entitled to receive, and shall not be precluded by operation of this Retention Agreement or otherwise from requesting and recovering from any Court or other judicial or quasi-judicial body of competent jurisdiction, an award of all out-of-pocket expenses (where applicable) and of any and all fees greater than, or in addition to, the contingent fees set forth in Paragraph No. IV.(D)(1) (such additional expenses and fees being referenced herein as "Court-awarded expenses" and "Court-awarded fees," respectively); provided, however, that, in the event that any judgment, award, compromise and settlement, administrative, regulatory, legislative or other action, ruling, arrangement or agreement, including, *inter alia*, any structured settlement, results in a recovery which includes as an element, component, term, assumption or provision thereof, an award of attorneys' fees and/or expenses, the Attorneys shall be entitled to, and shall receive, an aggregate fee and/or reimbursement of expenses based upon either (a) such award or (b) the fees set forth in Paragraph No. IV. (D)(1),

whichever amount is greater. As to Court-awarded fees only, in the event that the Attorneys receive fees greater than the contingent fees set forth In Paragraph No. IV.(D)(1), Iowa shall be entitled to its percentage share of such additional fees based upon the applicable Recovery percentages set forth on Exhibit "A" hereto; provided, however, that it is understood and agreed that Iowa will not be entitled to receive or demand any portion of Court-awarded expenses.

VI. Right to Termination. Either party shall have the right to terminate this Retention Agreement at any time, with or without cause, upon written notice ("Termination Notice"), and such termination shall be effective within thirty (30) days from the date of the Termination Notice. If this Retention Agreement is terminated by the either party, for any reason other than Attorneys' material breach of the provisions of this Contract, the Attorney General will be obligated to pay Attorneys out of the recovery a reasonable attorney's fee on a *quantum meruit* basis for all services provided and to reimburse Attorneys out of the recovery for reasonable costs and expenses advanced. If there is no recovery, or the recovery is insufficient to reimburse Attorneys in full for costs and expenses advanced, Attorneys will bear the loss. No expenses incurred after Attorneys' receipt of Iowa's Termination Notice shall be eligible for reimbursement. Within fifteen (15) days of the Termination Notice, Attorneys shall submit a summary of its expenses incurred in the investigation and/or prosecution of the Claims.

VII. Effective Date. This Retention Agreement shall be effective as of the date reflected below; however, for purposes of determining amounts and apportionment of fees and expenses of the Attorneys, this Retention Agreement shall encompass and relate to all legal services, work, expenditure of time or money and all other efforts of the Attorneys for all periods commencing on, and occurring from and after, June 6, 2022.

WITNESS OUR SIGNATURES this the 19th Day of September, 2022,

ATTORNEYS:

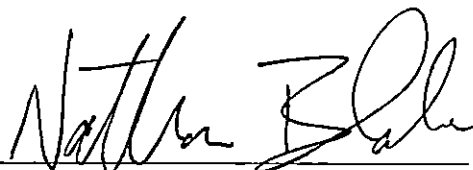
Cohen Milstein Sellers & Toll PLLC



By: Christina D. Saler
Partner

CLIENT:

The State of Iowa



By: Nathan Blake
Chief Deputy Attorney General

Exhibit “A”
(Counsel Retention Agreement)

Pursuant to the Iowa Code, the statutory contingent fee schedule shall apply and govern the aggregate compensation for the matters pursued by the Attorneys in the sum of the following:

- (1) Twenty-five percent of any recovery up to and including ten million dollars, exclusive of reasonable costs and expenses.
- (2) Twenty percent of any portion of any recovery that exceeds ten million dollars up to and including fifteen million dollars, exclusive of reasonable costs and expenses.
- (3) Fifteen percent of any portion of any recovery that exceeds fifteen million dollars up to and including twenty million dollars, exclusive of reasonable costs and expenses.
- (4) Ten percent of any portion of any recovery that exceeds twenty million dollars up to and including twenty-five million dollars, exclusive of reasonable costs and expenses.
- (5) Five percent of any portion of any recovery that exceeds twenty-five million dollars, exclusive of reasonable costs and expenses.

The aggregate contingency fee of any recovery for all matters pursued by Attorneys shall not exceed fifty million dollars, exclusive of reasonable costs and expenses, and regardless of the number of lawsuits filed or the number of private attorneys retained to achieve the recovery.

STANDARD ADDENDUM- CASE MANAGEMENT
CONTINENCY 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 Counsel 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.