

RETENTION AGREEMENT

WHEREAS, the Attorney General of the State of Mississippi has determined that claims (the "claims") should be brought against Eli Lilly and Company, Novo Nordisk, Inc., Sanofi-Aventis U.S., LLC, Evernorth Health, Inc., Express Scripts, Inc., Express Scripts Administrators, LLC, ESI Mail Pharmacy Services, Inc., Express Scripts Pharmacy, Inc., CVS Health Corporation, CVS Pharmacy, Inc., Caremark RX, LLC, Caremark PCS Health, LLC, Caremark, LLC, UnitedHealth Group, Inc., Optum, Inc., and OptumRx, Inc. arising from their participation in a common scheme to create and maintain artificially elevated prices of insulin and other diabetes drugs sold in Mississippi and other wrongful acts related to said drugs that have caused injury to the state of Mississippi and its citizens; and

WHEREAS, the Attorney General has determined that the investigation, research, and litigation of the Claims may require the work of numerous lawyers, paralegals, and others who are familiar with the facts of this case; and

WHEREAS, the Attorney General has further determined that it is in the best interests of the State and its citizens that the State retain attorneys with significant litigation experience; and

WHEREAS, Liston & Deas PLLC is experienced in such litigation and has consented to represent the State of Mississippi, in association with the Attorney General, respecting the Claims and pursuant to the terms and conditions hereof.

IT IS, ACCORDINGLY, AGREED on June 7, 2021 as follows:

1. The Office of the Attorney General hereby retains Liston & Deas PLLC and its lawyers W. Lawrence Deas and William Liston III, ("Law Firm") who are hereby designated as Special Assistant Attorneys General, to investigate, research, and prepare claims for the Office of the Attorney General to file in any appropriate court or before any appropriate government agency.
2. The Attorney General does not relinquish her constitutional or statutory authority to settle this litigation on behalf of the State of Mississippi and its citizens, and the Law Firm shall timely apprise the Attorney General of all settlement offers. The Law Firm shall consult with the Attorney General and obtain her approval on all material matters pertinent to the Claims and any litigation arising therefrom; including whether and how to proceed with any litigation, which claims to advance, what relief to seek, and whether on what terms to settle. The Attorney General shall cooperate with the Law Firm and use her best efforts to secure the cooperation of other State agencies. However, the Attorney General is not required to assign any member of her staff to pursue the claims but may from time to time afford staff and other support services as the Attorney General deems appropriate,

and the Law Firm shall keep the Attorney General and any designated staff member(s) fully informed on all matters pertaining to the claims. The decision whether to appeal rests solely in the authority of the Attorney General, and the decision not to appeal an unfavorable decision, or a denial of a monetary remedy, does not entitle outside counsel to recover from the State.

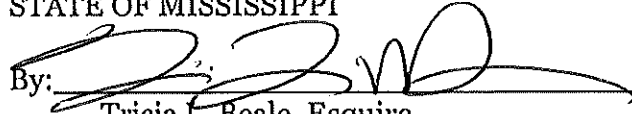
3. The Attorney General and the Law Firm both recognize that the claims present numerous factual and legal obstacles, and that no assurance of success on the claims has or can be made.
4. The Attorney General shall maintain sole responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General's Director of Communications and shall be approved and authorized by the Attorney General. The Attorney General may require information and supporting documents from the Law Firm for preparation of a press release.
5. Notwithstanding potential difficulties, the Law Firm has agreed to represent the State on a fully contingent basis, and the Attorney General hereby agrees that the Law Firm will be compensated for monetary recoveries received by the State of Mississippi on the following basis:
 - A. **Recovery of Attorneys' Fees:** The sole contingency upon which the Law Firm shall be compensated is a monetary recovery in this litigation, whether by settlement or judgment. Any fee that the Law Firm wishes to request shall be subject to the consent of the Attorney General and possibly the approval of the Court. The contingency fee shall in no way be based on any penalties or civil fines awarded or any amounts attributable to penalties or civil fines. Exhibit "B" attached hereto sets forth the contingency fee percentages payable under this Retention Agreement.
 - B. **Reasonable and Necessary Costs and Expenses:** The Law Firm shall advance all costs and expenses related to the Claims including those related to depositions or any other legal proceedings advised by the Law Firm to attend. The Attorney General will not pay any costs and expenses incurred in connection with the investigation and prosecution of the Claims. Recovery of any costs and expenses by the Law Firm is contingent upon a monetary recovery being obtained. Reasonable and necessary costs and expenses include, but are not limited to, those relating to court fees, travel, depositions, investigators, paralegals, computer research, experts, consultants, accounting, and the retention of additional temporary support counsel, as needed. Such costs and expenses shall be approved by the Attorney General and shall initially be borne entirely by the Law Firm,

which may seek reimbursement from the Court from any gross recoveries secured through pursuit of the Claims.

- C. **No Other Compensation:** The Law Firm shall receive no compensation or reimbursement other than as set out in this Retention Agreement. In the event that no monetary recovery is realized, the Law Firm shall receive no compensation or reimbursement.
 - D. **Right to Terminate:** The Attorney General has the right to terminate this Retention Agreement for any reason, with or without cause, by notifying Law Firm in writing of such termination. In the event of such termination, Law Firm shall, unless otherwise mutually agreed upon in writing, cease all services immediately. Upon termination of this Retention Agreement, Law Firm shall, subject to Law Firm's professional obligations, immediately transfer to the Attorney General, all information and associated work product prepared by Law Firm to the extent requested by the Attorney General. Should the Attorney General subsequently obtain a monetary remedy in the legal matter, the terminated Law Firm may seek a reasonable portion of the recovery, based on their percentage of work in the matter and the stage in litigation in which they represented the State. This fee shall not exceed half of the contingency fee the Law Firm would have obtained had they continued representation to settlement or judgment in favor of the State, based on the fee scale attached to the retention agreement.
- 6. With the approval of the Attorney General, the Law Firm may associate other attorneys at its own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferrable, nor are the Law Firm's commitments delegable without the express, written consent of the Attorney General.
 - 7. The Law Firm and any other attorneys with which it associates shall, from the date hereof until not less than four (4) years after this litigation is determined, maintained 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 related to the Claims and shall follow applicable Attorney General retention policies. In addition, the Law Firm shall maintain detailed contemporaneous time records for the attorneys and paralegals working on this matter in increments of not greater than one-tenth (1/10th) of an hour, and shall promptly provide these records to the Attorney General upon request.

Dated: 6/7/21

OFFICE OF THE ATTORNEY GENERAL
STATE OF MISSISSIPPI

By: 
Tricia L. Beale, Esquire
Special Assistant Attorney General

Dated: 6/7/21

LISTON DEAS PLLC

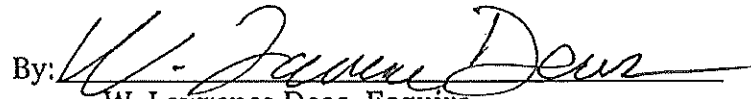
By: 
W. Lawrence Deas, Esquire
William Liston III, Esquire

EXHIBIT A

DETERMINATION OF NEED FOR CONTINGENCY FEE REPRESENTATION

The Attorney General has determined that use of outside counsel is cost-effective, in the public interest and necessary to investigate and potentially pursue claims against Eli Lilly and Company, Novo Nordisk, Inc., Sanofi-Aventis U.S., LLC, Evernorth Health, Inc., Express Scripts, Inc., Express Scripts Administrators, LLC, ESI Mail Pharmacy Services, Inc., Express Scripts Pharmacy, Inc., CVS Health Corporation, CVS Pharmacy, Inc., Caremark RX, LLC, Caremark PCS Heath, LLC, Caremark, LLC, UnitedHealth Group, Inc., Optum, Inc., and OptumRx, Inc. arising from their participation in a common scheme to create and maintain artificially elevated prices of insulin and other diabetes drugs sold in Mississippi and other wrongful acts related to said drugs that have caused injury to the state of Mississippi and its citizens; and

Use of outside counsel is necessary because sufficient and appropriate legal and financial resources do not exist within the Attorney General's office to handle the matter; the time and labor required necessitates the retention of outside counsel; the novelty, complexity, and difficulty of the questions involved are within the expertise of outside counsel; and the skill requisite to perform the attorney services properly prohibit our office from being able to efficiently handle it in-house. The geographic area where the attorney services are to be provided is expansive because of the diverse locations of the defendants, their operations, and the potential witnesses. Outside counsel has the amount and type of experience needed, having worked on a number of complex cases involving multiple defendants and involving state pharmaceutical expenditures and related damages associated therewith.

EXHIBIT B

1. Law Firm(s) will receive a contingency fee in the amount of:
 - A. Twenty-five percent (25%) of any recovery up to Ten Million Dollars (\$10,000,000.00); plus
 - B. Twenty percent (20%) of any portion of such recovery between Ten Million Dollars (\$10,000,000.00) and Fifteen Million Dollars (\$15,000,000); plus
 - C. Fifteen percent (15%) of any portion of such recovery between Fifteen Million Dollars (\$15,000,000.00) and Twenty Million Dollars (\$20,000,000.00); plus
 - D. Ten percent (10%) of any portion of such recovery between Twenty Million Dollars (\$20,000,000.00) and Twenty-Five Million Dollars (\$25,000,000.00); plus
 - E. Five percent (5%) of any portion of such recovery exceeding Twenty-Five Million Dollars (\$25,000,000.00).
2. The contingency fee shall not exceed an aggregate of Fifty Million Dollars (\$50,000,000.00), exclusive of reasonable costs and expenses incurred in connection with the case, and irrespective of the number of lawsuits filed or the number of attorneys retained to achieve the recovery.
3. The contingency fee shall in no way be based on any penalties or civil fines awarded or any amounts attributable to penalties or civil fines.