

EXHIBIT A

SETTLEMENT AGREEMENT

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

DORENA COLEMAN, CURTIS JACKSON, and §
FEDERICO PEREZ, on behalf of themselves §
And all others similarly situated, §
Plaintiffs, §

v. §

Civil Action No. 1:20-CV-00847-RP

CECILE ERWIN YOUNG, Executive §
Commissioner, VICTORIA FORD, Chief §
Policy and Regulatory Officer, MAURICE §
MCCREARY, Chief Operating Officer, and §
MICHELLE ALLETTO, Chief Program and §
Services Officer, in their official capacities §
with the TEXAS HEALTH AND HUMAN §
SERVICES COMMISSION, §
Defendants. §

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

The following is a Settlement Agreement and Release of All Claims (“Agreement”) between Plaintiffs Dorena Coleman, Curtis Jackson, and Federico Perez, individually, (collectively referred to as “Plaintiffs”), and the Texas Health and Human Services Commission, including employees in their official capacities, (“HHSC”), set forth below. If, for any reason, the Court does not provide Final Approval, then this Agreement and all terms and provisions are void, and neither this Agreement nor any term or provision of this Agreement may be enforced against the Parties or used in any subsequent pleading, motion, hearing, trial, or legal proceeding as evidence, an exhibit, or for precedential value of any kind.

RECITALS

WHEREAS, Plaintiffs filed suit on August 13, 2020, and filed a motion for class certification in this case on August 14, 2020. Docket Entry Nos. 1, 10. Plaintiffs brought suit (the “Lawsuit”) against Defendants Cecile Erwin Young, Executive Commissioner, Victoria Ford,

Chief Policy and Regulatory Officer, Maurice McCreary, Chief Program and Services Officer, and Michelle Alletto, Chief Program and Services Officer, in their official capacities (collectively, “Defendants”), and sought relief both on Plaintiffs’ own behalf and on behalf of a class of similarly situated individuals (“Medicaid HCV Class”);

WHEREAS, Plaintiffs asserted various claims within their Complaint, Docket Entry No. 1, arising out of HHSC’s Prior Authorization Criteria and Policy, specifically challenging the criteria pertaining to an individual’s Metavir Fibrosis Score.¹ Plaintiffs allege that the Metavir Fibrosis Score criteria resulted in the improper denial of prior authorization requests seeking Medicaid coverage for medically necessary treatment with direct acting anti-viral drugs (“DAAs”) to treat individuals infected with Hepatitis C Virus (“HCV”). Based on these allegations, Plaintiffs’ Complaint raised the following legal claims:

- (1) HHSC violated 42 U.S.C. § 1396a(a)(10)(A)—the Medicaid availability requirement;
- (2) HHSC violated 42 U.S.C. § 1396a(a)(10)(B)(i), (ii) and 42 C.F.R. § 440.240—the Medicaid comparability requirement; and
- (3) HHSC violated 42 U.S.C. § 1396a(a)(8)—the Medicaid reasonable promptness requirement;

WHEREAS, Defendants deny the allegations of the Lawsuit, deny all allegations of wrongdoing and liability, and deny any causation of harm or damage to the Medicaid HCV Class, as defined below;

WHEREAS, the Parties, in good faith, have agreed to avoid the expense and time of litigation, to resolve all of their differences by this Agreement, and that this Agreement fully resolves all of the claims and differences between the Parties.

¹ Tex. Health & Human Servs., Vendor Drug Program: Antiviral Agents for Hepatitis C Virus Initial Authorization Request (Medicaid) Form 1335 (“TEX. HHS, Vendor Drug Program, (Medicaid) Form”) (Mar. 2018-E), https://paxpress.txpa.hidinc.com/hepc_initial_request.pdf (also available via <https://www.txvendordrug.com/formulary/prior-authorization/ffs-clinical-pa>).

WHEREAS, the parties mediated this matter on December 1, 2020, with the Honorable Patrick Keel as mediator, and thereafter successfully reached an agreement in principle on December 17, 2020;

WHEREAS, the Court entered an order on January 4, 2021 to the effect that, for the period March 1, 2021 through August 31, 2021, HHSC will modify its prior authorization criteria such that Texas Medicaid enrollees with HCV with a METAVIR Fibrosis score of F2, F3, or F4 will be approved for coverage of DAA treatment immediately subject to other existing prior authorization criteria; the Chief Medical Director for Medicaid/CHIP services at HHSC or a Medicaid Managed Care Organization Medical Director will approve DAA treatment coverage on a case-by-case basis for other Medicaid enrollees with severe extrahepatic effects of chronic HCV who have a fibrosis score other than F2, F3, or F4; and HHSC will issue guidance to its managed care organization contractors instructing them of their obligation to enact prior authorization criteria that matches or exceeds these standards in amount, duration or scope, effective March 1, 2021, and will notify Texas Medicaid providers of this change by February 1, 2021.

WHEREAS, the Parties have now agreed to a full settlement of the claims asserted by Plaintiffs on behalf of the putative Medicaid HCV Class, including an agreement to resolve Plaintiffs' claim for attorneys' fees and costs and all other terms necessary for a settlement of the Lawsuit, subject to Court approval;

WHEREAS, the Parties desire to compromise all claims for injunctive, equitable, or declaratory relief that were asserted or could have been asserted based upon the facts alleged in the Lawsuit by Plaintiffs on their own behalf and on behalf of all members of the putative Medicaid HCV Class, including all claims addressed in Plaintiffs' complaint;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Plaintiffs and the Defendants, in consideration of the agreements, promises, and covenants set forth in this Agreement, acting in good faith and subject to the approval of the Court pursuant to Federal Rule of Civil Procedure 23, that all Medicaid HCV Class claims and the Lawsuit alleged against Defendants identified herein be, and hereby are, compromised, settled, released, and discharged in accordance with the terms set forth below.

TERMS OF THE AGREEMENT

- 1. Class Definition.** Solely for purposes of this Agreement, and subject to Court approval, the Parties agree that this Lawsuit may be maintained as a class action on behalf of a Medicaid HCV Class defined as: all individuals who are or will in the future be enrolled in the Texas Medicaid Program; who have been or will be diagnosed as having an infection of the Hepatitis C Virus; who have been or will be prescribed DAA treatment by a qualified prescriber; and who have not already completed a course of DAA treatment and achieved sustained virologic response.
- 2. Prior Authorization Criteria.** Effective September 1, 2021, HHSC's Prior Authorization Criteria and Policy for DAA treatment will be amended to exclude restrictions for access to DAA treatments based on a Medicaid recipient's Metavir Fibrosis Score. HHSC further agrees that, effective September 1, 2021, HHSC's Prior Authorization Criteria and Policy for DAA treatment will be amended to exclude restrictions for access to DAA treatments based on requirements that a recipient meet criteria regarding specialist approval or a specific period of abstinence from drugs or alcohol. HHSC agrees that, for the period from September 1, 2021 through August 31, 2023, HHSC will not reinstate these criteria. This provision shall be subject to the following exceptions.

- 3. Exceptions.** In the event medical standards and guidance regarding Metavir Fibrosis Score were to change, or in the event that federal or state Medicaid law relevant to the claims in this case were to change, HHSC may revise its Prior Authorization Criteria and Policy for DAA treatment consistent with such changes. If such revisions are made within the two-year term described above, then HHSC shall provide Class Counsel with advance written notice 30 days before the changes are to take effect. Furthermore, nothing in this Settlement Agreement prohibits HHSC from implementing immediate changes as necessary to conform to any and all safety guidance issued by the federal Food and Drug Administration. In the event that Texas Medicaid optional pharmacy benefits² are eliminated, HHSC shall have no obligation to continue providing DAAs, or any other pharmacy benefit.
- 4. Appeal rights.** Nothing herein shall be construed to limit or affect a Medicaid HCV Class Member's right to appeal a claims determination under applicable law.
- 5. Preservation of Medical Judgment.** Notwithstanding anything to the contrary in this Agreement, no term or provision contained in this Agreement requires or is intended to require the use and prescription of any specific DAA medication or the use and prescription of a DAA medication for any Medicaid recipient diagnosed with Hepatitis C to mandate the use of DAA medications for Medicaid recipients when it is medically contraindicated. Instead, the use and prescription of DAA medications is within a medical provider's reasonable independent medical judgment.

² As authorized pursuant to 42 U.S.C. § 1396a(a)(10)(A) and 42 U.S.C. § 1396d(a)(xvii)(12).

- 6. Dispute Resolution.** If Plaintiffs believe that HHSC has failed to fulfill any obligation under this Agreement, the Parties agree that the following process constitutes the exclusive means for resolution of any dispute related to any such claim of noncompliance. The party asserting failure of HHSC to comply with this Agreement (“Complaining Party”), will give written notice to HHSC that, with specificity, sets forth the details of the alleged noncompliance, including the specific provisions of this Agreement concerning which the noncompliance is asserted and the reasons for the alleged noncompliance. HHSC will have thirty (30) days from the date of such written notice to respond in writing by denying noncompliance or by proposing steps that the State will take, and by when, to cure the alleged noncompliance.
7. If the State fails to respond within thirty (30) days or denies noncompliance, the Complaining Party may file a motion with the Court seeking specific performance regarding the alleged noncompliance, or, if the Complaining Party has already obtained an order for specific performance regarding the same alleged noncompliance, the Complaining Party may file a motion to ensure compliance with the provisions of the Agreement addressed in the order for specific performance. The Complaining Party will not initiate any such compliance motion without first having obtained an order for specific performance referenced herein and having given the State at least seven (7) business days’ notice of the intent to initiate such motion.
8. If HHSC timely responds by proposing curative action by a specified deadline, the Complaining Party may accept HHSC’s proposal or offer a counterproposal for a different curative action or deadline. The Parties will confer in good faith to resolve any outstanding differences regarding the proposed curative action, but a Party may seek a judicial

determination regarding the alleged noncompliance thirty (30) days after HHSC's curative action proposal if the Parties fail to reach agreement on a plan for curative action. In any action brought under this section, the party filing the action will have the burden of proof.

- 9. Notification of DAA Medication Eligibility:** On or before the date set by the Court, HHSC, at its expense, shall demonstrate a good faith effort to cause the Class Notice to be delivered by direct first class United States mail/email/text message or another effective means of contact, to all individuals currently enrolled in Texas Medicaid who have been diagnosed with Hepatitis C and who have not previously received DAA treatment through Texas Medicaid. The agency will utilize the most recent complete prior two years of claims/encounters data to make this determination.
- 10.** The Parties agree that the Notice will include: (A) a statement that DAA coverage under the Medicaid program is only available to current Texas Medicaid recipients; (B) a statement that any previously denied Medicaid recipient who remains interested in DAA treatment should seek a consultation with their medical provider regarding whether DAA treatment is still appropriate for them; and (C) a statement informing Texas Medicaid recipients that HHSC's Prior Authorization Criteria and Policy for DAA treatment will be amended as of September 1, 2021 to exclude any and all prior authorization restrictions for access to DAA treatments.
- 11.** HHSC will also work in partnership with the Department of State Health Services ("DSHS") to leverage their contacts with community partners to share information about the updated HCV coverage criteria. Furthermore, HHSC will also utilize public postings in regional HHSC eligibility offices and on the HHSC agency website to notify Medicaid clients of the availability of DAA treatment for Hepatitis C.

12. Provider Education. Defendant will publish information for providers in the Provider Bulletin about the updated HCV coverage criteria. The Office of the Medical Director will conduct outreach by sending out notices on the updated HCV coverage criteria to the Managed Care Organization (“MCO”) medical director contacts as well as key provider associations (e.g., Texas Medical Association, Texas Pediatric Society, Texas Academy of Family Physicians, Texas Association of Community Health Centers). In turn, those provider associations will be requested to push out that information to their networks and memberships. A prior authorization request form will also be published containing the revised criteria and policy. Furthermore, HHSC will also work in partnership with DSHS to leverage their contacts with community partners to share information about the updated HCV coverage criteria.

13. Documents Regarding DAA Treatment: For a term of two years, to begin on September 1, 2021, and only for documents first published after this date, HHSC agrees to provide Jeff Edwards of the Edwards Law Firm with a copy of/link to the following public documents related to Texas Medicaid, only where such documents address HHSC’s policies and practices for the coverage of treatment of Hepatitis C Virus with DAAs: (1) HHSC’s Provider Bulletins and Provider Association Notices; (2) Hepatitis C Prior Authorization Request Form revisions; and (3) Copies of emails sent out by DSHS to their community partners. HHSC will provide copies of these documents/links to the documents to the Edwards Law Firm every three months during the two-year term, with the first production on December 1, 2021.

14. No Admission of Liability. Defendants maintain that they have consistently acted in accordance with applicable law and continue to vigorously deny all allegations asserted by

Plaintiffs and the Medicaid HCV Class in the Lawsuit. Neither this Agreement, nor any of its terms or provisions, nor the Final Approval, shall be construed as an admission by Defendants of any liability or wrongdoing whatsoever, nor is this Agreement or the Final Approval a finding of the validity of any claim asserted or relief sought in this Lawsuit or of any wrongdoing by Defendants. Neither this Agreement nor the Final Approval shall be used or construed as an admission, concession, or presumption or inference of any fault, liability, or wrongdoing by any person, business entity, or governmental entity, including Defendants. In addition, nothing about this Agreement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in this Lawsuit or any other legal proceeding for adversarial, rather than settlement purposes, other than as necessary for the purposes of certifying the Medicaid HCV Class or seeking Approval of this Agreement.

15. Release. Subject to Final Approval and except as expressly stated in this Agreement, Plaintiffs and the Medicaid HCV Class, for themselves and their spouses, heirs, executors, administrators, agents, representatives, successors, and assigns, unconditionally and forever release, acquit, and discharge HHSC and Defendants, in their official and individual capacities, and their past, present, and future agents, affiliates, attorneys, contractors, employees, insurers, managers, members, parents, predecessors, servants, subsidiaries, successors, and vendors of and from any and all actions, causes of action, claims, complaints, demands, liabilities, relief, and rights, whatsoever, whether now known or unknown, suspected or claimed, matured or unmatured, contingent or non-contingent, which Plaintiffs and the Medicaid HCV Class now have, or which may hereafter accrue, against HHSC and Defendants for injunctive relief, based on, arising out of, or relating to

any matter that was or could have been raised or asserted in the Lawsuit including, but not limited to HHSC's Prior Authorization Criteria and Policy referenced in this Agreement, except insofar as HHSC and Defendants are not complying with the Agreement, and any claims for injunctive and declaratory relief asserted or that could have been asserted in the Lawsuit. Plaintiffs' release does not include a release of individual claims by Medicaid HCV Class members, if any, for money damages under federal or state law. Nothing in this Agreement shall be construed as a waiver of any defenses to such an action or claims, including a defense that such claims are barred by sovereign immunity. HHSC and Defendants maintain all immunities provided under law to any such claims.

16. Coverage for Class Representative Plaintiffs. Upon Class Representative Plaintiffs receiving a prescription for DAA medications from a qualified prescriber, Class Representative Plaintiffs shall not be denied coverage for such treatment by Texas Medicaid on the basis of Metavir Fibrosis Score restrictions.

17. Plaintiffs' Authority to Settle. Class Representatives and Class Counsel, who are signatories hereto, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Agreement, and to consummate all transactions contemplated thereby. This Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

18. Defendants' Authority to Settle. Defendants represent and warrant that they have the authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated thereby; except that, the Agreement and all its terms, are expressly conditioned upon approval by the Office of the Attorney General of Texas, the

Texas Legislature, pursuant to Texas Civil Practice & Remedies Code, Chapter 111; and subsequent signature by the Governor of Texas.

19. Approval of Settlement.

a. Approval Motion. Promptly upon execution of this Settlement Agreement, Plaintiffs, acting as Class Representatives, through Class Counsel, shall file an approval motion (the “Approval Motion”). The Approval Motion shall request that the Court approve the Settlement and enter an order (the “Approval Order”) including provisions:

- i.** Certifying the Medicaid HCV Class for the sole purpose of effectuating this Agreement;
- ii.** Appointing Dorena Coleman, Curtis Jackson, and Federico Perez as representatives of the Class;
- iii.** Appointing Jeff Edwards, Mike Singley, Scott Medlock, and David James of Edwards Law, Kevin Costello of the Center for Health Law & Policy Innovation of Harvard Law School and David Tolley, Amanda Barnett, and Avery Borreliz of Latham & Watkins, LLP as counsel for the Class;
- iv.** Granting preliminary approval to this Agreement by order substantially in the Proposed Order filed with this motion, and finding this Agreement sufficiently fair, reasonable, and adequate to allow Notice to be disseminated to the Medicaid HCV Class;
- v.** Approving a Settlement Notice substantially in the form attached hereto as Exhibit B;

- vi. Setting a schedule for proceedings with respect to Final Approval of this Agreement; and,
- vii. Providing that, pending entry of a Final Approval Order and Judgment, no Medicaid HCV Class Member (either directly, in a representative capacity, or in any other capacity) shall commence any action against the Released Parties asserting any claims released in this Agreement.

b. Defendants' review and approval. Defendants and Defendants' counsel shall have an opportunity to review and confirm their lack of opposition to the Approval Motion and Approval Order before such unopposed motion and order are filed with the Court.

20. Entire Agreement. This Agreement (including any and all exhibits) contains the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior written agreements and all negotiations leading up to the execution of this Agreement, whether oral or written, regarding the subject covered in this Agreement. The Parties acknowledge that no representations, inducements, promises, or statements related to this settlement or the subjects covered in this Agreement, oral or written, have been made by any of the Parties or by anyone acting on behalf of the Parties that are not embodied or incorporated by reference in this Agreement, and further agree that no other agreement, covenant, representation, inducement, promise, or statement relating to this settlement or the subjects covered in this Agreement not set forth in writing in this Agreement have been made by any Party. A commitment, obligation, or right not expressly stated in this Agreement shall not be created by implication. The Parties and their counsel mutually contributed to the preparation of this Agreement and, therefore, neither this Agreement nor

any term or provision of this Agreement shall be construed against any Party on the grounds that one of the Parties or its counsel drafted it.

21. Payment of Attorneys' Fees and Costs. Plaintiffs contend that they are the prevailing parties in the Lawsuit, at least in part, pursuant to 42 U.S.C. § 1988. Defendants disagree with Plaintiffs' contention that Plaintiffs are prevailing parties with respect to any claim asserted or relief sought in the Lawsuit. However, this Agreement is part of a compromise, and to resolve the Parties' dispute, and for complete satisfaction and release of the claims asserted and relief sought in the Lawsuit (including any claim for attorneys' fees and costs under 42 U.S.C. § 1988), Defendants agree to pay Plaintiffs' counsel \$500,000.00. The Parties agree that \$500,000.00 are reasonable and necessary attorney's fees and costs for this Lawsuit.

22. Written Modification. Except as provided in Federal Rule of Civil Procedure 60, this Agreement may be modified only by a written instrument signed by all the Parties. Additionally, during the process resulting in Final Approval, any modification of the terms or provisions of this Agreement voids this Agreement.

23. Severability. If any section, subsection, or portion of this Agreement is held to be invalid by a court of law after the Effective Date, the remaining portions of this Agreement shall continue to be in full force and effect.

24. Advice of Counsel. The Parties acknowledge that each has carefully read the entire Agreement, has been given the opportunity to consult with and be advised by their attorney, and knows and understands the contents of this Agreement.

25. No Monetary Compensation. The Parties acknowledge that, excluding the payments described herein, nothing in this Agreement creates, mandates, or constitutes any

obligation on Defendants or the State of Texas to compensate, pay, or otherwise provide any monetary payment of any kind. Moreover, nothing in this Agreement creates any basis for any purported or actual Plaintiff or Class Member to seek any financial recovery or monetary benefit of any kind from HHSC or the State of Texas.

26. Independence of the Texas Legislature. Defendants do not speak for the Texas Legislature, which has the power under Texas law to determine the appropriations for the State of Texas, including HHSC.

27. Conditions of a Binding Agreement. This Agreement is expressly conditioned upon approval by the Office of the Attorney General of Texas, the Governor of the State of Texas, and, in accordance with Chapter 111, Texas Civil Practices & Remedies Code, the Texas Legislature.

28. Governing Law. The substantive laws of the State of Texas shall govern the validity, construction, performance and enforcement of this Agreement, without regard to the principles thereof regarding conflicts of laws.

29. Signatures. In order to amicably settle the Lawsuit, we, Plaintiffs Dorena Coleman, Curtis Jackson, and Federico Perez, individually, and on behalf of all putative Class Members, have freely and voluntarily agreed upon a full and final settlement and compromise of our Lawsuit in accordance with the terms of this Agreement. We each individually understand that by each of our signatures below, we expressly agree to and understand all of the terms and provisions in this Agreement. We further acknowledge by our signatures below that: (a) our attorneys have had sufficient time to investigate the relevant facts and legal issues in order to make an informed decision about the merits and weaknesses of the Parties' respective positions, claims and defenses; (b) we enter into this Agreement upon the legal

advice of our attorneys; (c) our attorneys have explained to each of us, to our satisfaction, the terms, effect, and legal consequences of this Agreement; and (d) in deciding to sign, accept the terms of, and be bound by this Agreement, we are not relying upon any statement, representation or promise that is not expressly set out in this Agreement.

30. Medicaid HCV Class Member Signatures. The Parties agree that, because the Medicaid HCV Class Members are so numerous, it is impractical to have each Medicaid HCV Class Member execute the Agreement. The Notice will advise all Medicaid HCV Class Members of the binding nature of the Releases and of the remainder of the Agreement, and in the absence of a valid Request for Exclusion, such Notice shall have the same force and effect as if each Medicaid HCV Class Member executed this Agreement.

31. Captions and Headings. The captions and headings of this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement.

32. Continuing Jurisdiction and Enforcement. The Parties agree to jointly submit this Agreement to the Court, with a request that the Court (1) provide for appropriate notice to the class, submissions of objections, and hearing, pursuant to Federal Rule of Civil Procedure 23(e); (2) following a hearing, approve this Agreement, if the Court deems it fair and adequate; and (3) retain continuing jurisdiction to enforce the terms of this Agreement for the period from September 1, 2021 through August 31, 2023.

33. Cessation of Jurisdiction and Dismissal. The Parties agree this court's jurisdiction to enforce the terms of this Agreement shall terminate on August 31, 2023. The Parties further agree that a stipulated dismissal of all claims will be jointly filed in *Dorena Coleman v. Cecile Erwin Young, et al.*, Civil Action No. 1:20-CV-00847, pending in the United States

District Court for the Western District of Texas, Austin Division, within 30 days after the date on which this court's jurisdiction to enforce the terms of this Agreement ends.

34. Construction and Interpretation. This Agreement is entered into only for purposes of settlement. In the event the Final Approval Order is not entered or is subsequently reversed by an appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court(s).

35. Agreement Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Signed signature pages may be transmitted via facsimile or electronic mail, and any such signature shall have the same legal effect as an original.

36. Impossibility Clause. Neither Party shall be liable for failing to comply with the terms of the Agreement if it would be impossible to do so.

IN WITNESS WHEREOF, the Parties executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES.]

AGREED:

Dorena Coleman
Dorena Coleman, individually and on behalf
of all putative class members
Plaintiff

March 05, 2021
Date

Curtis Jackson, individually and on behalf
of all putative class members
Plaintiff

Date

Federico Perez, individually and on behalf
of all putative class members
Plaintiff

Date

Jeff Edwards
Attorney for Plaintiffs

Date

Michael Abrams
Attorney for Defendants

Date

Cecile Erwin Young
Executive Commissioner
Texas Health and Human Services Commission

Date

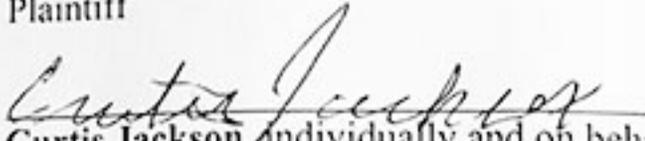
Karen Ray
Chief Counsel
Texas Health and Human Services Commission

Date

AGREED:

Dorena Coleman, individually and on behalf
of all putative class members
Plaintiff

Date


Curtis Jackson, individually and on behalf
of all putative class members
Plaintiff

Date

3/5/21

Federico Perez, individually and on behalf
of all putative class members
Plaintiff

Date

Jeff Edwards
Attorney for Plaintiffs

Date

Michael Abrams
Attorney for Defendants

Date

Cecile Erwin Young
Executive Commissioner
Texas Health and Human Services Commission

Date

Karen Ray
Chief Counsel
Texas Health and Human Services Commission

Date

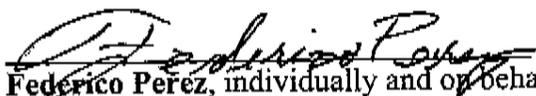
AGREED:

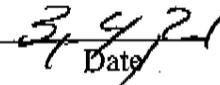
Dorena Coleman, individually and on behalf
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Plaintiff

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Curtis Jackson, individually and on behalf
of all putative class members
Plaintiff

Date


Federico Perez, individually and on behalf
of all putative class members
Plaintiff


Date

Jeff Edwards
Attorney for Plaintiffs

Date

Michael Abrams
Attorney for Defendants

Date

Cecile Erwin Young
Executive Commissioner
Texas Health and Human Services Commission

Date

Karen Ray
Chief Counsel
Texas Health and Human Services Commission

Date

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of all putative class members
Plaintiff

Date

Curtis Jackson, individually and on behalf
of all putative class members
Plaintiff

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Federico Perez, individually and on behalf
of all putative class members
Plaintiff

Date



Jeff Edwards
Attorney for Plaintiffs

March 10, 2021
Date

Michael Abrams
Attorney for Defendants

Date

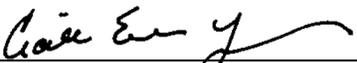
Cecile Erwin Young
Executive Commissioner
Texas Health and Human Services Commission

Date

Karen Ray
Chief Counsel
Texas Health and Human Services Commission

Date

AGREED:



Cecile Erwin Young
Executive Commissioner
Texas Health and Human Services Commission

03/08/2021
Date

AGREED:

Dorena Coleman, individually and on behalf
of all putative class members
Plaintiff

Date

Curtis Jackson, individually and on behalf
of all putative class members
Plaintiff

Date

Federico Perez, individually and on behalf
of all putative class members
Plaintiff

Date

Jeff Edwards
Attorney for Plaintiffs

Date

Signed by Cecile Erwin Young on behalf of Defendants

Michael Abrams
Attorney for Defendants

Date

Cecile Erwin Young
Executive Commissioner
Texas Health and Human Services Commission

Date

Signed by Cecile Erwin Young on behalf of Defendants

Karen Ray
Chief Counsel
Texas Health and Human Services Commission

Date