

**FOURTH RENEWAL OF RETENTION AGREEMENT
FOR
Pharmacy Benefit Managers Investigation and Proposed Litigation**

This Fourth Renewal of the Retention Agreement (this “**Renewal**”) is entered into by and between the Ohio Attorney General (the “**Attorney General**”) and David Nutt & Associates, P.C.; Liston & Deas, PLLC; and Brennan, Manna & Diamond, LLC (the “**Outside Counsel**”), effective as of July 1, 2025.

RECITALS

WHEREAS, the Attorney General desired to engage Outside Counsel to provide legal representation to the State Teachers Retirement System of Ohio (the “**Client**”) that may have incurred losses stemming from breach of contract, unjust enrichment, and other common law fraud claims by pharmacy benefit managers (“**Pharmacy Benefit Managers**”), with such representation including the investigation of alleged illegal practices or other wrongful conduct by Pharmacy Benefit Managers and/or their officers, directors, affiliates, predecessors, or other related entities (collectively, the “**Investigation**”), and, if warranted by the Investigation and separately authorized by the Attorney General, including all preparation for, settlement of, and/or actual litigation arising from the Investigation or any other actual or potential claims against any Pharmacy Benefit Manager (collectively, the “**Proposed Litigation**”); and

WHEREAS, the Attorney General retained Outside Counsel for the Investigation of and Proposed Litigation against the Pharmacy Benefit Managers, pursuant to the Retention Agreement dated July 25, 2018; renewed and superseded by the First Renewal, effective July 1, 2019; renewed with amendments by the Second Renewal, effective July 1, 2021; and renewed with amendments by the Third Renewal, effective July 1, 2023. The First Renewal, Second Renewal, and Third Renewal of the Retention Agreement are attached hereto as Exhibit A and hereinafter referred to as “**Retention Agreement**”; and

WHEREAS, the Attorney General would like to reappoint Outside Counsel to an additional term effective July 1, 2025.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein and for other valuable consideration, the Attorney General and Outside Counsel (each individually a “**Party**” and collectively the “**Parties**”) hereby acknowledge the foregoing and agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Renewal shall have their respective meanings given those terms in the Retention Agreement.

2. Renewal Term. The Retention Agreement is hereby renewed and shall terminate on June 30, 2027, unless earlier terminated by the Attorney General (the “**Termination Date**”).


3. Interpretation. This is an addendum to and part of the Retention Agreement and the provisions of this Renewal shall apply from and after the Effective Date. In the event of any inconsistency between the provisions of the Retention Agreement and the provisions of this Renewal, the provisions of this Renewal shall control. Except as modified by this Renewal, and any prior amendments or renewals, if any, the Retention Agreement shall continue in full force and effect without change.

4. Counterparts. This Renewal may be executed in one or more counterpart(s), each of which shall be an original and all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By:  _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: 2/17/26

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: _____

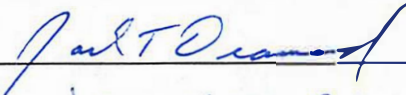
Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By:  _____

Name: JACK T. Diamond

Title: CEO

Date: 1/16/26

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: _____

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: *William L. Deas*

Name: *William L. Deas*

Title: *Partner*

Date: *12/2/25*

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

Name: _____

Title: _____

Date: _____

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

By: Matthew C. McDonald

Name: Shawn Busken

Name: Matthew C. McDonald

Title: Director of Outside Counsel

Title: Attorney

Date: _____

Date: 2/12/2026

OUTSIDE COUNSEL

Liston & Deas, PLLC

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FOURTH RENEWAL OF RETENTION AGREEMENT
FOR
Pharmacy Benefit Managers Investigation and Proposed Litigation**

This Fourth Renewal of the Retention Agreement (this “**Renewal**”) is entered into by and between the Ohio Attorney General (the “**Attorney General**”) and David Nutt & Associates, P.C.; Liston & Deas, PLLC; and Brennan, Manna & Diamond, LLC (the “**Outside Counsel**”), effective as of July 1, 2025.

RECITALS

WHEREAS, the Attorney General desired to engage Outside Counsel to provide legal representation to the Ohio Bureau of Workers’ Compensation (the “**Client**”) that may have incurred losses stemming from breach of contract, unjust enrichment, and other common law fraud claims by pharmacy benefit managers (“**Pharmacy Benefit Managers**”), with such representation including the investigation of alleged illegal practices or other wrongful conduct by Pharmacy Benefit Managers and/or their officers, directors, affiliates, predecessors, or other related entities (collectively, the “**Investigation**”), and, if warranted by the Investigation and separately authorized by the Attorney General, including all preparation for, settlement of, and/or actual litigation arising from the Investigation or any other actual or potential claims against any Pharmacy Benefit Manager (collectively, the “**Proposed Litigation**”); and

WHEREAS, the Attorney General retained Outside Counsel for the Investigation of and Proposed Litigation against the Pharmacy Benefit Managers, pursuant to the Retention Agreement dated July 25, 2018; renewed and superseded by the First Renewal, effective July 1, 2019; renewed with amendments by the Second Renewal, effective July 1, 2021; and renewed with amendments by the Third Renewal, effective July 1, 2023. The First Renewal, Second Renewal, and Third Renewal of the Retention Agreement are attached hereto as Exhibit A and hereinafter referred to as “**Retention Agreement**”; and

WHEREAS, the Attorney General would like to reappoint Outside Counsel to an additional term effective July 1, 2025.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein and for other valuable consideration, the Attorney General and Outside Counsel (each individually a “**Party**” and collectively the “**Parties**”) hereby acknowledge the foregoing and agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Renewal shall have their respective meanings given those terms in the Retention Agreement.

2. Renewal Term. The Retention Agreement is hereby renewed and shall terminate on June 30, 2027, unless earlier terminated by the Attorney General (the “**Termination Date**”).


3. Interpretation. This is an addendum to and part of the Retention Agreement and the provisions of this Renewal shall apply from and after the Effective Date. In the event of any inconsistency between the provisions of the Retention Agreement and the provisions of this Renewal, the provisions of this Renewal shall control. Except as modified by this Renewal, and any prior amendments or renewals, if any, the Retention Agreement shall continue in full force and effect without change.

4. Counterparts. This Renewal may be executed in one or more counterpart(s), each of which shall be an original and all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: 

Name: Shawn Busken

Title: Director of Outside Counsel

Date: 2/17/26

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: 

Name: Jack T. Diamond

Title: CEO

Date: 1/6/26

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: _____

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: *William L. Deas*

Name: *William L. Deas*

Title: *Partner*

Date: *12/2/25*

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

Name: _____

Title: _____

Date: _____

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

By: Matthew C. McDonald

Name: Shawn Busken

Name: Matthew C. McDonald

Title: Director of Outside Counsel

Title: Attorney

Date: _____

Date: 2/12/2026

OUTSIDE COUNSEL

Liston & Deas, PLLC

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FOURTH RENEWAL OF RETENTION AGREEMENT
FOR
Pharmacy Benefit Managers Investigation and Proposed Litigation**

This Fourth Renewal of the Retention Agreement (this “**Renewal**”) is entered into by and between the Ohio Attorney General (the “**Attorney General**”) and David Nutt & Associates, P.C.; Liston & Deas, PLLC; and Brennan, Manna & Diamond, LLC (the “**Outside Counsel**”), effective as of July 1, 2025.

RECITALS

WHEREAS, the Attorney General desired to engage Outside Counsel to provide legal representation to the Ohio Department of Administrative Services (the “**Client**”) that may have incurred losses stemming from breach of contract, unjust enrichment, and other common law fraud claims by pharmacy benefit managers (“**Pharmacy Benefit Managers**”), with such representation including the investigation of alleged illegal practices or other wrongful conduct by Pharmacy Benefit Managers and/or their officers, directors, affiliates, predecessors, or other related entities (collectively, the “**Investigation**”), and, if warranted by the Investigation and separately authorized by the Attorney General, including all preparation for, settlement of, and/or actual litigation arising from the Investigation or any other actual or potential claims against any Pharmacy Benefit Manager (collectively, the “**Proposed Litigation**”); and

WHEREAS, the Attorney General retained Outside Counsel for the Investigation of and Proposed Litigation against the Pharmacy Benefit Managers, pursuant to the Retention Agreement dated July 25, 2018; renewed and superseded by the First Renewal, effective July 1, 2019; renewed with amendments by the Second Renewal, effective July 1, 2021; and renewed with amendments by the Third Renewal, effective July 1, 2023. The First Renewal, Second Renewal, and Third Renewal of the Retention Agreement are attached hereto as Exhibit A and hereinafter referred to as “**Retention Agreement**”; and

WHEREAS, the Attorney General would like to reappoint Outside Counsel to an additional term effective July 1, 2025.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein and for other valuable consideration, the Attorney General and Outside Counsel (each individually a “**Party**” and collectively the “**Parties**”) hereby acknowledge the foregoing and agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Renewal shall have their respective meanings given those terms in the Retention Agreement.

2. Renewal Term. The Retention Agreement is hereby renewed and shall terminate on June 30, 2027, unless earlier terminated by the Attorney General (the “**Termination Date**”).


3. Interpretation. This is an addendum to and part of the Retention Agreement and the provisions of this Renewal shall apply from and after the Effective Date. In the event of any inconsistency between the provisions of the Retention Agreement and the provisions of this Renewal, the provisions of this Renewal shall control. Except as modified by this Renewal, and any prior amendments or renewals, if any, the Retention Agreement shall continue in full force and effect without change.

4. Counterparts. This Renewal may be executed in one or more counterpart(s), each of which shall be an original and all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: 

Name: Shawn Busken

Title: Director of Outside Counsel

Date: 2/17/26

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: _____


Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: 

Name: JACK T. Diamond

Title: CEO

Date: 1/6/26

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

By: _____

Name: Shawn Busken

Name: _____

Title: Director of Outside Counsel

Title: _____

Date: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: *William L. Deas*

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

Name: *William L. Deas*

Name: _____

Title: *Partner*

Title: _____

Date: *12/2/25*

Date: _____

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

By: Matthew C. McDonald

Name: Shawn Busken

Name: Matthew C. McDonald

Title: Director of Outside Counsel

Title: Attorney

Date: _____

Date: 2/12/2026

OUTSIDE COUNSEL

Liston & Deas, PLLC

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FOURTH RENEWAL OF RETENTION AGREEMENT
FOR
Pharmacy Benefit Managers Investigation and Proposed Litigation**

This Fourth Renewal of the Retention Agreement (this “**Renewal**”) is entered into by and between the Ohio Attorney General (the “**Attorney General**”) and David Nutt & Associates, P.C.; Liston & Deas, PLLC; and Brennan, Manna & Diamond, LLC (the “**Outside Counsel**”), effective as of July 1, 2025.

RECITALS

WHEREAS, the Attorney General desired to engage Outside Counsel to provide legal representation to the Ohio Highway Patrol Retirement System (the “**Client**”) that may have incurred losses stemming from breach of contract, unjust enrichment, and other common law fraud claims by pharmacy benefit managers (“**Pharmacy Benefit Managers**”), with such representation including the investigation of alleged illegal practices or other wrongful conduct by Pharmacy Benefit Managers and/or their officers, directors, affiliates, predecessors, or other related entities (collectively, the “**Investigation**”), and, if warranted by the Investigation and separately authorized by the Attorney General, including all preparation for, settlement of, and/or actual litigation arising from the Investigation or any other actual or potential claims against any Pharmacy Benefit Manager (collectively, the “**Proposed Litigation**”); and

WHEREAS, the Attorney General retained Outside Counsel for the Investigation of and Proposed Litigation against the Pharmacy Benefit Managers, pursuant to the Retention Agreement dated July 25, 2018; renewed and superseded by the First Renewal, effective July 1, 2019; renewed with amendments by the Second Renewal, effective July 1, 2021; and renewed with amendments by the Third Renewal, effective July 1, 2023. The First Renewal, Second Renewal, and Third Renewal of the Retention Agreement are attached hereto as Exhibit A and hereinafter referred to as “**Retention Agreement**”; and

WHEREAS, the Attorney General would like to reappoint Outside Counsel to an additional term effective July 1, 2025.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein and for other valuable consideration, the Attorney General and Outside Counsel (each individually a “**Party**” and collectively the “**Parties**”) hereby acknowledge the foregoing and agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Renewal shall have their respective meanings given those terms in the Retention Agreement.

2. Renewal Term. The Retention Agreement is hereby renewed and shall terminate on June 30, 2027, unless earlier terminated by the Attorney General (the “**Termination Date**”).


3. Interpretation. This is an addendum to and part of the Retention Agreement and the provisions of this Renewal shall apply from and after the Effective Date. In the event of any inconsistency between the provisions of the Retention Agreement and the provisions of this Renewal, the provisions of this Renewal shall control. Except as modified by this Renewal, and any prior amendments or renewals, if any, the Retention Agreement shall continue in full force and effect without change.

4. Counterparts. This Renewal may be executed in one or more counterpart(s), each of which shall be an original and all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By:  _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: 2/17/26

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By:  _____

Name: Jack T. Diamond

Title: CEO

Date: 1/6/26

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

By: _____

Name: Shawn Busken

Name: _____

Title: Director of Outside Counsel

Title: _____

Date: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: *William L. Deas*

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

Name: *William L. Deas*

Name: _____

Title: *Partner*

Title: _____

Date: *12/2/25*

Date: _____

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: _____

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: Matthew C. McDonald

Name: Matthew C. McDonald

Title: Attorney

Date: 2/12/2026

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

Name: _____

Title: _____

Date: _____

**FOURTH RENEWAL OF RETENTION AGREEMENT
FOR
Pharmacy Benefit Managers Investigation and Proposed Litigation**

This Fourth Renewal of the Retention Agreement (this “**Renewal**”) is entered into by and between the Ohio Attorney General (the “**Attorney General**”) and David Nutt & Associates, P.C.; Liston & Deas, PLLC; and Brennan, Manna & Diamond, LLC (the “**Outside Counsel**”), effective as of July 1, 2025.

RECITALS

WHEREAS, the Attorney General desired to engage Outside Counsel to provide legal representation to the Ohio Public Employees Retirement System (the “**Client**”) that may have incurred losses stemming from breach of contract, unjust enrichment, and other common law fraud claims by pharmacy benefit managers (“**Pharmacy Benefit Managers**”), with such representation including the investigation of alleged illegal practices or other wrongful conduct by Pharmacy Benefit Managers and/or their officers, directors, affiliates, predecessors, or other related entities (collectively, the “**Investigation**”), and, if warranted by the Investigation and separately authorized by the Attorney General, including all preparation for, settlement of, and/or actual litigation arising from the Investigation or any other actual or potential claims against any Pharmacy Benefit Manager (collectively, the “**Proposed Litigation**”); and

WHEREAS, the Attorney General retained Outside Counsel for the Investigation of and Proposed Litigation against the Pharmacy Benefit Managers, pursuant to the Retention Agreement dated July 25, 2018; renewed and superseded by the First Renewal, effective July 1, 2019; renewed with amendments by the Second Renewal, effective July 1, 2021; and renewed with amendments by the Third Renewal, effective July 1, 2023. The First Renewal, Second Renewal, and Third Renewal of the Retention Agreement are attached hereto as Exhibit A and hereinafter referred to as “**Retention Agreement**”; and

WHEREAS, the Attorney General would like to reappoint Outside Counsel to an additional term effective July 1, 2025.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein and for other valuable consideration, the Attorney General and Outside Counsel (each individually a “**Party**” and collectively the “**Parties**”) hereby acknowledge the foregoing and agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Renewal shall have their respective meanings given those terms in the Retention Agreement.

2. Renewal Term. The Retention Agreement is hereby renewed and shall terminate on June 30, 2027, unless earlier terminated by the Attorney General (the “**Termination Date**”).

3. Interpretation. This is an addendum to and part of the Retention Agreement and the provisions of this Renewal shall apply from and after the Effective Date. In the event of any inconsistency between the provisions of the Retention Agreement and the provisions of this Renewal, the provisions of this Renewal shall control. Except as modified by this Renewal, and any prior amendments or renewals, if any, the Retention Agreement shall continue in full force and effect without change.

4. Counterparts. This Renewal may be executed in one or more counterpart(s), each of which shall be an original and all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: 

Name: Shawn Busken

Title: Director of Outside Counsel

Date: 2/17/26

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: 

Name: JACK T. Diamond

Title: CEO

Date: 1/16/26

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: _____

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: William L. Deas

Name: William L. Deas

Title: Partner

Date: 12/2/25

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

Name: _____

Title: _____

Date: _____

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: _____

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By Matthew C. McDonald

Name: Matthew C. McDonald

Title: Attorney

Date: 2/12/2026

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

Name: _____

Title: _____

Date: _____

**FOURTH RENEWAL OF RETENTION AGREEMENT
FOR
Pharmacy Benefit Managers Investigation and Proposed Litigation**

This Fourth Renewal of the Retention Agreement (this “**Renewal**”) is entered into by and between the Ohio Attorney General (the “**Attorney General**”) and David Nutt & Associates, P.C.; Liston & Deas, PLLC; and Brennan, Manna & Diamond, LLC (the “**Outside Counsel**”), effective as of July 1, 2025.

RECITALS

WHEREAS, the Attorney General desired to engage Outside Counsel to provide legal representation to the School Employees Retirement System of Ohio (the “**Client**”) that may have incurred losses stemming from breach of contract, unjust enrichment, and other common law fraud claims by pharmacy benefit managers (“**Pharmacy Benefit Managers**”), with such representation including the investigation of alleged illegal practices or other wrongful conduct by Pharmacy Benefit Managers and/or their officers, directors, affiliates, predecessors, or other related entities (collectively, the “**Investigation**”), and, if warranted by the Investigation and separately authorized by the Attorney General, including all preparation for, settlement of, and/or actual litigation arising from the Investigation or any other actual or potential claims against any Pharmacy Benefit Manager (collectively, the “**Proposed Litigation**”); and

WHEREAS, the Attorney General retained Outside Counsel for the Investigation of and Proposed Litigation against the Pharmacy Benefit Managers, pursuant to the Retention Agreement dated July 25, 2018; renewed and superseded by the First Renewal, effective July 1, 2019; renewed with amendments by the Second Renewal, effective July 1, 2021; and renewed with amendments by the Third Renewal, effective July 1, 2023. The First Renewal, Second Renewal, and Third Renewal of the Retention Agreement are attached hereto as Exhibit A and hereinafter referred to as “**Retention Agreement**”; and

WHEREAS, the Attorney General would like to reappoint Outside Counsel to an additional term effective July 1, 2025.

NOW THEREFORE, in consideration for the mutual promises and covenants set forth herein and for other valuable consideration, the Attorney General and Outside Counsel (each individually a “**Party**” and collectively the “**Parties**”) hereby acknowledge the foregoing and agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Renewal shall have their respective meanings given those terms in the Retention Agreement.

2. Renewal Term. The Retention Agreement is hereby renewed and shall terminate on June 30, 2027, unless earlier terminated by the Attorney General (the “**Termination Date**”).


3. Interpretation. This is an addendum to and part of the Retention Agreement and the provisions of this Renewal shall apply from and after the Effective Date. In the event of any inconsistency between the provisions of the Retention Agreement and the provisions of this Renewal, the provisions of this Renewal shall control. Except as modified by this Renewal, and any prior amendments or renewals, if any, the Retention Agreement shall continue in full force and effect without change.

4. Counterparts. This Renewal may be executed in one or more counterpart(s), each of which shall be an original and all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By:  _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: 2/17/26

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By:  _____

Name: Jack T. Diamond

Title: CEO

Date: 1/6/26

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

By: _____

Name: Shawn Busken

Title: Director of Outside Counsel

Date: _____

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

Name: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

Liston & Deas, PLLC

By: *William L. Deas*

Name: *William L. Deas*

Title: *Partner*

Date: *12/2/25*

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

Name: _____

Title: _____

Date: _____

The undersigned represent that they are authorized to enter into this Renewal. The undersigned acknowledge they have read and understand all terms set forth herein. By affixing their signatures below, the Parties evidence their intent to be bound hereto.

OHIO ATTORNEY GENERAL

OUTSIDE COUNSEL

David Nutt & Associates, P.C.

By: _____

By: Matthew C. McDonald

Name: Shawn Busken

Name: Matthew C. McDonald

Title: Director of Outside Counsel

Title: Attorney

Date: _____

Date: 2/12/2026

OUTSIDE COUNSEL

Liston & Deas, PLLC

OUTSIDE COUNSEL

Brennan Manna Diamond, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____