



**KEN PAXTON**  
ATTORNEY GENERAL OF TEXAS

This ruling has been modified by court action.  
The ruling and judgment can be viewed in PDF  
format below.



ATTORNEY GENERAL OF TEXAS  
GREG ABBOTT

July 6, 2010

**The ruling you have requested has been amended as a result of litigation and has been attached to this document.**

Ms. Leena Chaphekar  
Assistant General Counsel  
Employees Retirement System of Texas  
P.O. Box 13207  
Austin, Texas 78711-3207

OR2010-09892

Dear Ms. Chaphekar:

You ask whether certain information is subject to required public disclosure under the Public Information Act (the "Act"), chapter 552 of the Government Code. Your request was assigned ID# 385609.

The Employees Retirement System of Texas (the "system") received a request for copies of Pharmacy Prescription Benefit Program requests for proposals, bidder responses, and final initiated contracts for specified periods of time. You state some responsive information has been destroyed pursuant to the system's records retention policy.<sup>1</sup> You also state you will release some of the requested information. You claim some of the submitted information is excepted from disclosure under sections 552.103, 552.104, and 552.110 of the Government Code.<sup>2</sup> You also state the submitted information may implicate the proprietary interests of a third party. Accordingly, pursuant to section 552.305 of the Government Code, you notified Caremark LLC ("Caremark") of the request and of its right to submit arguments to this office as to why its information should not be released. *See* Gov't Code § 552.305(d);

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<sup>1</sup>We note that the Act does not require a governmental body to release information that did not exist when it received a request or create responsive information. *See Econ. Opportunities Dev. Corp. v. Bustamante*, 562 S.W.2d 266 (Tex. Civ. App.— San Antonio 1978, writ dismissed); Open Records Decision Nos. 605 at 2 (1992), 555 at 1 (1990), 452 at 3 (1986), 362 at 2 (1983).

<sup>2</sup>You raise section 552.022 of the Government Code; however, section 552.022 is not an exception to disclosure. Rather, section 552.022 lists categories of information that are not excepted from disclosure unless they are expressly confidential under other law. *See* Gov't Code § 552.022.

*see also* Open Records Decision No. 542 (1990) (determining that statutory predecessor to section 552.305 permits governmental body to rely on interested third party to raise and explain applicability of exception to disclosure under Act in certain circumstances). We have received comments from Caremark. We have considered the submitted arguments and reviewed the submitted information.

Initially, we note the 2008 contract between Caremark and the system, including Caremark's 2008 proposal, and other responsive bid proposals submitted by third parties were the subject of a previous request for information, in response to which this office issued Open Records Letter No. 2008-11771 (2008).<sup>3</sup> Additionally, the system and Caremark inform this office portions of the 2008 contract between Caremark and the system, including portions of Caremark's 2008 proposal, are currently the subject of a lawsuit pending against the Attorney General: *Caremark, L.L.C. v. Greg Abbott, Attorney General of Texas, et. al*, in the 345<sup>th</sup> Judicial District of Travis County, Texas. We will not address whether the information at issue in the lawsuit is excepted from required public disclosure under the Act, but will instead allow the trial court to determine whether this information must be withheld from the public.

The system and Caremark claim the submitted contract amendment to the 2008 contract is excepted from disclosure by the litigation section, Government Code section 552.103. We do not address these claims.<sup>4</sup> Moreover, the submitted contract amendment to the 2008 contract is subject to section 552.022(a)(3) of the Government Code. Section 552.022(a)(3) provides for required public disclosure of "information in an account, voucher, or contract relating to the receipt or expenditure of public or other funds by a governmental body," unless the information is expressly confidential under other law. Gov't Code

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<sup>3</sup>With regard to information in the current request that is identical to the information previously requested and ruled upon by this office, we conclude that, as we have no indication that the law, facts, and circumstances on which the prior ruling was based have changed, the system must continue to rely on Open Records Letter No. 2008-11771 as a previous determination and withhold or release the identical information in accordance with that ruling. *See* Open Records Decision No. 673 (2001) (so long as law, facts, circumstances on which prior ruling was based have not changed, first type of previous determination exists where requested information is precisely same information as was addressed in prior attorney general ruling, ruling is addressed to same governmental body, and ruling concludes that information is or is not excepted from disclosure).

<sup>4</sup>Because section 552.103 protects only the interests of a governmental body, as distinguished from exceptions that are intended to protect the interests of third parties, we do not address Caremark's argument under section 552.103. *See* Open Records Decision Nos. 542 (statutory predecessor to section 552.103 does not implicate the rights of a third party), 522 (1989) (discretionary exceptions in general). Furthermore, although the system states the contract amendment relates to pending litigation, *Caremark, L.L.C. v. Greg Abbott, Attorney General of Texas, et. al*, in the 345<sup>th</sup> Judicial District of Travis County, Texas, the system is not a party to this litigation. The litigation exception only applies when the governmental body is a party to the pending or reasonably anticipated litigation. *See* Gov't Code § 552.103(a); Open Records Decision No. 575 at 2 (1990).

§ 552.022(a)(3). Section 552.103 is not “other law” that makes information confidential for the purposes of section 552.022. *In re City of Georgetown*, 53 S.W.3d 328, 336 (Tex. 2001). Accordingly, the submitted contract amendment may not be withheld under section 552.103 of the Government Code.

We next note that the court in the pending litigation between the attorney general and Caremark has determined that subsection 552.110(a) and subsection 552.110(b) of the Government Code are not “other law” for purposes of section 552.022, and thus, could not be asserted by Caremark to withhold portions of the 2008 contract, including portions of its proposal.<sup>5</sup> The court’s determinations are the law governing this lawsuit and the contract at issue. Therefore, we will not consider Caremark’s claims under section 552.110 of the Government Code for the contract amendment and none may be withheld on this basis. However, the court in the pending litigation has also determined that the common-law is “other law” for purposes of section 552.022.<sup>6</sup> Accordingly, we will address Caremark’s claim under the common-law for the contract amendment. Additionally, because the system objects to the release of the contract amendment under section 552.104 of the Government Code and because section 552.022 does not apply to information that is subject to section 552.104, we will consider the system’s claims under this exception. *See Gov’t Code § 552.104(b)*.

Section 552.104 of the Government Code protects from required public disclosure “information that, if released, would give advantage to a competitor or bidder.” *Id.* § 552.104. The purpose of section 552.104 is to protect the interests of a governmental body in competitive bidding situations where the governmental body wishes to withhold information in order to obtain more favorable offers. *See Open Records Decision No. 592 (1991)*. Section 552.104 protects information from disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. *See Open Records Decision No. 463 (1987)*. “A fundamental tenet of this section is that once the competitive bidding process has ceased and a contract has been awarded, [section 552.104] will not exempt from disclosure either information submitted within a bid or the contract itself.” *See Open Records Decision No. 541 at 4 (1990)*; *see also Open Records Decision No. 331 at 2 (1982)* (exception inapplicable when there is no competitive situation). *Compare Open Records Decision Nos. 170 (1977)* (release of bids not required while bid negotiations still ongoing), 46 (1974) (list of bidders closed until after last day of bidding). As a result, section 552.104 seldom, if ever, can be used to protect the terms of a contract. *See also Open Records Decision No. 514 (1988)* (Secretary of State’s contract with Westlaw not protected by section 552.104). This office’s interpretation of section 552.104, over the past thirty years, has not been disturbed by the legislature or the court.

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<sup>5</sup>Letter from Honorable Stephen Yelenosky, District Judge, 345<sup>th</sup> Judicial District Court, to counsel, at 2 (July 23, 2009) (on file with Travis County District Clerk’s Office) [hereinafter Yelenosky Letter].

<sup>6</sup>Yelenosky Letter at 2.

We note the main contract and the contract amendment are fully executed. You have provided general assertions that release of the contract amendment would harm the interests of the system. However, we conclude the system is not engaging in any particular competitive bidding situation, and you have not sufficiently explained the applicability of section 552.104 to the contract amendment you seek to withhold under this exception. Consequently, the system may not withhold the contract amendment under section 552.104 of the Government Code.

We now turn to Caremark's argument that portions of the contract amendment are protected under the common-law as trade secrets. The Texas Supreme Court has adopted the definition of trade secret from section 757 of the Restatement of Torts. *Hyde Corp. v. Huffines*, 314 S.W.2d 763 (Tex. 1958); *see also* Open Records Decision No. 552 at 2 (1990). Section 757 provides that a trade secret is

any formula, pattern, device or compilation of information which is used in one's business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it. It may be a formula for a chemical compound, a process of manufacturing, treating or preserving materials, a pattern for a machine or other device, or a list of customers. It differs from other secret information in a business . . . in that it is not simply information as to single or ephemeral events in the conduct of the business . . . . A trade secret is a process or device for continuous use in the operation of the business . . . . [It may] relate to the sale of goods or to other operations in the business, such as a code for determining discounts, rebates or other concessions in a price list or catalogue, or a list of specialized customers, or a method of bookkeeping or other office management.

RESTATEMENT OF TORTS § 757 cmt. b (1939); *see also Huffines*, 314 S.W.2d at 776. In determining whether particular information constitutes a trade secret, this office considers the Restatement's definition of trade secret as well as the Restatement's list of six trade secret factors.<sup>7</sup> RESTATEMENT OF TORTS § 757 cmt. b. We note pricing information pertaining to a particular contract is generally not a trade secret because it is "simply information as to single or ephemeral events in the conduct of the business," rather than "a process or device for continuous use in the operation of the business." *Id.*; *see Huffines*, 314 S.W.2d at 776; Open Records Decision Nos. 319 at 3 (1982), 306 at 3 (1982). Having

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<sup>7</sup>The following are the six factors that the Restatement gives as indicia of whether information constitutes a trade secret: (1) the extent to which the information is known outside of [the company]; (2) the extent to which it is known by employees and others involved in [the company's] business; (3) the extent of measures taken by [the company] to guard the secrecy of the information; (4) the value of the information to [the company] and [its] competitors; (5) the amount of effort or money expended by [the company] in developing the information; (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. RESTATEMENT OF TORTS § 757 cmt. b (1939); *see also* Open Records Decision Nos. 319 at 2 (1982), 306 at 2 (1982), 255 at 2 (1980).

considered its arguments, we find Caremark has failed to demonstrate any of the information it seeks to withhold meets the definition of a trade secret, nor has Caremark demonstrated the necessary factors to establish a trade secret claim for this information. Thus, none of the contract amendment may be withheld under the common-law as a trade secret.

Next, both the system and Caremark raise section 552.110 of the Government Code for Caremark's 2004 RFP response. Although the system argues the information is excepted under section 552.110 of the Government Code, that exception is designed to protect the interests of third parties, not the interests of a governmental body. Section 552.110 protects the proprietary interests of private parties by excepting from disclosure two types of information: trade secrets and commercial or financial information, the release of which would cause a third party substantial competitive harm. Section 552.110(a) of the Government Code excepts from disclosure "[a] trade secret obtained from a person and privileged or confidential by statute or judicial decision." Gov't Code § 552.110(a). As stated above, the Texas Supreme Court has adopted the definition of trade secret from section 757 of the Restatement of Torts. RESTATEMENT OF TORTS § 757 cmt. b (1939). This office must accept a private person's claim for exception as valid under section 552.110 if that person establishes a *prima facie* case for exception and no argument is submitted that rebuts the claim as a matter of law. ORD 552 at 5-6. However, we cannot conclude that section 552.110(a) applies unless it has been shown that the information meets the definition of a trade secret and the necessary factors have been demonstrated to establish a trade secret claim. See Open Records Decision No. 402 (1983).

Section 552.110(b) excepts from disclosure "[c]ommercial or financial information for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained." Gov't Code § 552.110(b). Section 552.110(b) requires a specific factual or evidentiary showing, not conclusory or generalized allegations, that substantial competitive injury would likely result from release of the requested information. See Open Records Decision No. 661 at 5-6 (1999) (business enterprise must show by specific factual evidence that release of information would cause it substantial competitive harm).

After consideration of arguments submitted by Caremark and review of the 2004 proposal, we conclude Caremark has demonstrated some of its client information constitutes a trade secret for purposes of section 552.110(a). Accordingly, the system must withhold the information we have marked under section 552.110(a). We note, however, the remaining clients at issue are governmental entities in the State of Texas. Because the names of these clients are in the public domain, we find Caremark has failed to demonstrate that this information is a trade secret, and none of it may be withheld under section 552.110(a). Additionally, Caremark has not demonstrated any of the remaining information in its 2004 proposal consists of trade secrets. Thus, the system may not withhold any portion of the remaining information in the 2004 proposal under section 552.110(a) of the Government Code.

Caremark also generally claims release of its 2004 proposal would cause it substantial competitive harm. However, it has not explained how release of any specific portions of the 2004 proposal would cause it harm. Thus, we find Caremark has failed to provide specific factual evidence demonstrating that release of any of the remaining information in its 2004 proposal would result in substantial competitive harm to the company. *See* Open Records Decision Nos. 661 (for information to be withheld under commercial or financial information prong of section 552.110, business must show by specific factual evidence that substantial competitive injury would result from release of particular information at issue), 509 at 5 (1988) (because bid specifications and circumstances would change for future contracts, assertion that release of bid proposal might give competitor unfair advantage on future contracts is too speculative), 319 at 3 (information relating to organization and personnel, professional references, market studies, qualifications, and pricing are not ordinarily excepted from disclosure under statutory predecessor to section 552.110). Accordingly, the system may not withhold any of the remaining information in the 2004 proposal pursuant to section 552.110(b) of the Government Code.

Caremark also argues portions of its information fit the definition of a trade secret found in section 1839(3) of title 18 of the United States Code, and indicates this information is therefore confidential under sections 1831 and 1832 of title 18 of the United States Code. *See* 18 U.S.C. §§ 1831, 1832, 1839(3). Section 1839(3) provides in relevant part:

(3) the term "trade secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes ... if-

(A) the owner thereof has taken reasonable measures to keep such information secret; and

(B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public[.]

*Id.* § 1839(3). Section 1831 provides criminal penalties for the unauthorized disclosure of trade secrets to foreign governments, instrumentalities, or agents. *Id.* § 1831. Section 1832 provides criminal penalties for the unauthorized appropriation of trade secrets related to products produced for or placed in interstate or foreign commerce. *Id.* § 1832. We find Caremark has not demonstrated the information at issue is a trade secret under section 1839(3). Accordingly, we need not determine whether section 1831 or section 1832 applies.

Lastly, we note portions of the submitted information may be protected by copyright. A custodian of public records must comply with the copyright law and is not required to furnish

copies of records that are copyrighted. *See* Attorney General Opinion JM-672 (1987). A governmental body must allow inspection of materials that are subject to copyright protection unless an exception applies to the information. *Id.* If a member of the public wishes to make copies of copyrighted materials, the person must do so unassisted by the governmental body. In making copies, the member of the public assumes the duty of compliance with the copyright law and the risk of a copyright infringement suit. *See* Open Records Decision No. 550 (1990).

In summary, we will not address whether the information at issue in the lawsuit pending against the this office is excepted from required public disclosure under the Act, but will instead allow the trial court to determine whether this information must be released to the public. The system must continue to rely on Open Records Letter No. 2008-11771 and withhold or release the same information that was at issue in the prior ruling in accordance with that ruling. The system must withhold the information we have marked in Caremark's 2004 proposal under section 552.110 of the Government Code. The remaining information must be released, but any copyrighted information may only be released in accordance with copyright law.

This letter ruling is limited to the particular information at issue in this request and limited to the facts as presented to us; therefore, this ruling must not be relied upon as a previous determination regarding any other information or any other circumstances.

This ruling triggers important deadlines regarding the rights and responsibilities of the governmental body and of the requestor. For more information concerning those rights and responsibilities, please visit our website at [http://www.oag.state.tx.us/open/index\\_orl.php](http://www.oag.state.tx.us/open/index_orl.php), or call the Office of the Attorney General's Open Government Hotline, toll free, at (877) 673-6839. Questions concerning the allowable charges for providing public information under the Act must be directed to the Cost Rules Administrator of the Office of the Attorney General, toll free, at (888) 672-6787.

Sincerely,



Paige Lay  
Assistant Attorney General  
Open Records Division

PL/eeg

Ref: ID# 385609

Enc. Submitted documents

cc: Requestor  
(w/o enclosures)

Mr. Robert Griffith  
Foley & Lardner LLP  
321 North Clark Street, Suite 2800  
Chicago, Illinois 60654  
(w/o enclosures)

NOV 21 2016

MR

At 2:10 p.M.  
Velva L. Price, District Clerk

CAUSE NO. D-1-GN-10-002496

CAREMARKPCS HEALTH, L.L.C. and  
CAREMARK L.L.C.,  
Plaintiffs,

§  
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§  
§

IN THE DISTRICT COURT OF  
TRAVIS COUNTY, TEXAS  
353rd JUDICIAL DISTRICT

v.

KEN PAXTON, ATTORNEY GENERAL  
OF TEXAS,  
Defendant.

**AGREED FINAL JUDGMENT**

This cause is an action under the Public Information Act (PIA), Tex. Gov't Code ch. 552, in which CaremarkPCS Health, L.L.C. and Caremark L.L.C. (collectively, Caremark) challenge Letter Ruling OR2010-09892 (the Ruling). The Employees Retirement System of Texas (ERS) received a request from Antonio Tijerina (the Requestor) pursuant to the PIA for certain contract- and proposal-related documents submitted to ERS. These documents contain information designated by Caremark as confidential, proprietary, trade secret, and commercial and financial information exempt from disclosure under the PIA (Caremark Information). ERS requested a ruling from the Open Records Division of the Office of the Attorney General (ORD). ORD subsequently issued the Ruling, ordering the release of some of the Caremark Information. ERS holds the information that has been ordered to be disclosed.

All matters in controversy between Plaintiff, Caremark, and Defendant, Ken Paxton, Attorney General of Texas (Attorney General), have been resolved by settlement, a copy of which is attached hereto as Exhibit "A", and the parties agree to the entry and filing of an Agreed Final Judgment.

Texas Government Code section 552.325(d) requires the Court to allow a requestor a reasonable period of time to intervene after notice is attempted by the



Attorney General. The Attorney General represents to the Court that, in compliance with Tex. Gov't Code § 552.325(c), the Attorney General sent a certified letter to the requestor, Mr. Antonio Tijerina, on Oct. 31, 2016, informing him of the setting of this matter on the uncontested docket on this date. The Requestor was informed of the parties' agreement that ERS will be told to withhold the designated portions of the information at issue. The requestor was also informed of his right to intervene in the suit to contest the withholding of this information. Verification of the certified mailing of this letter is attached to this motion as Exhibit "B".

The Requestor has not filed a motion to intervene.

After considering the agreement of the parties and the law, the Court is of the opinion that entry of an agreed final judgment is appropriate, disposing of all claims between these parties.

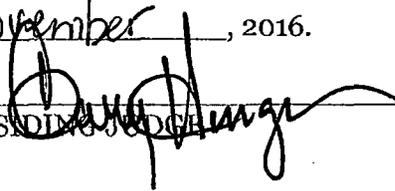
IT IS THEREFORE ADJUDGED, ORDERED AND DECLARED THAT:

1. Caremark and the Attorney General have agreed that in accordance with the PIA and under the facts presented, portions of the information at issue are excepted from disclosure pursuant to Texas Government Code section 552.104. Pursuant to Texas Government Code section 552.104, the Attorney General agrees that certain portions of the responsive information contained in the 2009 Amendment to a contract between Caremark and ERS can be redacted in accordance with the markings agreed to by the parties, which markings are reflected on the copies of the information that Caremark transmitted to the Attorney General via email and overnight delivery on October 3, 2016. The Attorney General will provide a copy of the agreed markings to ERS, with a letter instructing ERS that Letter Ruling OR2010-09892 should not be relied upon as a prior determination.

2. All court cost and attorney fees are taxed against the parties incurring the same;
3. All relief not expressly granted is denied; and
4. This Agreed Final Judgment finally disposes of all claims that are the subject of this lawsuit between Caremark and the Attorney General and is a final judgment.

SIGNED the 21<sup>st</sup> day of November, 2016.

\_\_\_\_\_  
PRESIDING JUDGE



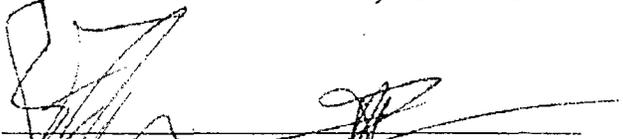
AGREED:



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**ATTORNEY FOR DEFENDANT, KEN PAXTON**



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**ATTORNEY FOR PLAINTIFFS CAREMARKPCS HEALTH, L.L.C. AND CAREMARK L.L.C.**

**A**

CAUSE NO. D-1-GN-10-002496

CAREMARKPCS HEALTH, L.L.C. and CAREMARK L.L.C., Plaintiffs,	§ § § § § § §	IN THE DISTRICT COURT OF  TRAVIS COUNTY, TEXAS
v.		
KEN PAXTON, ATTORNEY GENERAL OF TEXAS, Defendant.	§ § §	353rd JUDICIAL DISTRICT

**SETTLEMENT AGREEMENT**

This Settlement Agreement (Agreement) is made by and between CaremarkPCS Health, L.L.C and Caremark L.L.C. (collectively, Caremark) and Ken Paxton, Attorney General of Texas (the Attorney General). This Agreement is made on the terms set forth below.

**Background**

In March 2010, a request was made under the Public Information Act (PIA) for Pharmacy Prescription Benefit Program Requests for Proposals, bidder responses, and final contracts with Employees Retirement System of Texas (ERS) from 1998-2009. ERS asked for an Attorney General decision on whether portions of this information could be withheld.

In Letter Ruling OR2010-09892, the Open Records Division of the Attorney General (ORD) required ERS to release some information Caremark claims is proprietary.

After this lawsuit was filed, Caremark submitted information and briefing to the Attorney General establishing that some of the information at issue is excepted from disclosure under Texas Government Code section 552.104 in conjunction with *Boeing*

*Company v. Paxton*, 466 S.W.3d 831 (Tex. 2015). The Attorney General has reviewed Caremark's request and agrees to the settlement.

Texas Government Code section 552.325(c) allows the Attorney General to enter into settlement under which the information at issue in this lawsuit may be withheld. The parties wish to resolve this matter without further litigation.

### **Terms**

For good and sufficient consideration, the receipt of which is acknowledged, the parties to this Agreement agree and stipulate that:

1. Caremark and the Attorney General have agreed that in accordance with the PIA and under the facts presented, portions of the information at issue are excepted from disclosure pursuant to Texas Government Code section 552.104. Pursuant to Texas Government Code section 552.104, the Attorney General agrees that certain portions of the responsive information contained in the 2009 Amendment to a contract between Caremark and ERS can be redacted in accordance with the markings agreed to by the parties, which markings are reflected on the copies of the information that Caremark transmitted to the Attorney General via email and overnight delivery on October 3, 2016. The Attorney General will provide a copy of the agreed markings to ERS, with a letter instructing ERS that Letter Ruling OR2010-09892 should not be relied upon as a prior determination.

2. Caremark and the Attorney General agree to the entry of an agreed final judgment, the form of which has been approved by each party's attorney. The agreed final judgment will be presented to the court for approval, on the uncontested docket, with at least 15 days prior notice to the requestor.

3. The Attorney General agrees that he will also notify the requestor, as required by Tex. Gov't Code § 552.325(c), of the proposed settlement and of his right to intervene to contest Caremark's right to have ERS withhold the information.

4. A final judgment entered in this lawsuit after a requestor intervenes prevails over this Agreement to the extent of any conflict.

5. Each party to this Agreement will bear their own costs, including attorney fees relating to this litigation.

6. The terms of this Agreement are contractual and not mere recitals, and the agreements contained herein and the mutual consideration transferred is to compromise disputed claims fully, and nothing in this Agreement shall be construed as an admission of fault or liability, all fault and liability being expressly denied by all parties to this Agreement.

7. Caremark warrants that its undersigned representative is duly authorized to execute this Agreement on its behalf and that its representative has read this Agreement and fully understands it to be a compromise and settlement and release of all claims that Caremark has against the Attorney General arising out of the matters described in this Agreement.

8. The Attorney General warrants that his undersigned representative is duly authorized to execute this Agreement on behalf of the Attorney General and his representative has read this Agreement and fully understands it to be a compromise and settlement and release of all claims that the Attorney General has against Caremark arising out of the matters described in this Agreement.

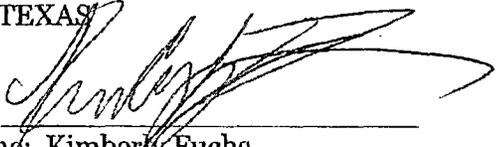
9. This Agreement shall become effective, and be deemed to have been executed, on the date on which the last of the undersigned parties sign this Agreement.

CAREMARKPCS HEALTH, L.L.C. and  
CAREMARK, L.L.C.

By:   
name: Robert F. Johnson  
firm: Gardere Wynne Sewell, LLP

Date: 10/27/16

KEN PAXTON, ATTORNEY GENERAL  
OF TEXAS

By:   
name: Kimberly Fuchs  
title: Assistant Attorney General,  
Administrative Law Division

Date: 10/31/16