



**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

April 13, 2012

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

Mr. Warren M.S. Ernst  
Chief of the General Counsel Division  
City of Dallas  
1500 Marilla Street, Room 7DN  
Dallas, Texas 75201

OR2012-05361

Dear Mr. Ernst:

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# 450549.

The City of Dallas (the "city") received a request for the following information pertaining to the city's contract with United Health Care Services, Inc. ("United"): subcontractor intent forms and subcontractor scope of work documents; type of work forms; business inclusions and development affidavits; prime and subcontractor milestone recognition documents; scoring summaries of all bidders; all requests for final and best bids and proposals; correspondence from subcontractors received by the city's business development and procurement department over a specified time period; and e-mails to or from two named employees pertaining to two specified keywords over a specified time period.<sup>1</sup> You state the city does not have information responsive to portions of the request.<sup>2</sup> You also state,

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<sup>1</sup>We note the city asked for and received clarification regarding this request. See Gov't Code § 552.222(b) (governmental body may communicate with requestor for purpose of clarifying or narrowing request for information); see *City of Dallas v. Abbott*, 304 S.W.3d 380, 387 (Tex. 2010) (holding that when a governmental entity, acting in good faith, requests clarification or narrowing of an unclear or over-broad request for public information, the ten-day period to request an attorney general ruling is measured from the date the request is clarified or narrowed).

<sup>2</sup>We note the Act does not require a governmental body to disclose information that did not exist at the time the request was received. *Econ. Opportunities Dev. Corp. v. Bustamante*, 562 S.W.2d 266 (Tex. Civ. App.—San Antonio 1978, writ dismissed); Attorney General Opinion H-90 (1973); Open Records Decision Nos. 452 at 2-3 (1986), 342 at 3 (1982), 87 (1975); see also Open Records Decision Nos. 572 at 1 (1990), 555 at 1-2 (1990), 416 at 5 (1984).

although the city takes no position with respect to the submitted information, release of this information may implicate the interests of third parties. Accordingly, you state, and provide documentation demonstrating, the city notified CaremarkPCS Health, L.L.C. (“Caremark”) and United of the request for information and of their right to submit arguments stating why their information should not be released. *See* Gov’t Code § 552.305 (permitting interested third party to submit to attorney general reasons why requested information should not be released); Open Records Decision No. 542 (1990) (determining statutory predecessor to section 552.305 permits governmental body to rely on interested third party to raise and explain applicability of exception in certain circumstances). We have reviewed the submitted information and the arguments submitted by an attorney for Caremark.

Initially, the city states the requested scoring summaries of all bidders and requests for final and best bids and proposals were the subject of a previous request for information, in response to which this office issued Open Records Letter No. 2012-02781 (2012). In this ruling, we determined the city must withhold portions of the information at issue under section 552.110 of the Government Code, and must release the remaining information at issue in accordance with copyright law. In response to our ruling, Caremark has filed a lawsuit against our office. *See CaremarkPCS Health, L.L.C. v. Abbott*, No. D-1-GN-12-000697 (53rd Dist. Ct., Travis County, Tex.). Accordingly, we will allow the trial court to resolve the issue of whether Caremark’s information at issue in the pending litigation must be released to the public. With respect to the remaining information at issue in Open Records Letter No. 2012-02781, we have no indication there has been any change in the law, facts, or circumstances on which the previous ruling was based. Accordingly, for the requested information that is at issue in Open Records Letter No. 2012-02781 and is not at issue in the pending lawsuit, we conclude the city must rely on Open Records Letter No. 2012-02781 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, and 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).

Next, we note an interested third party is allowed ten business days after the date of its receipt of the governmental body’s notice under section 552.305(d) to submit its reasons, if any, as to why information relating to that party should be withheld from public disclosure. *See* Gov’t Code § 552.305(d)(2)(B). As of the date of this letter, we have not received comments from United explaining why its information should not be released. Therefore, we have no basis to conclude United has a protected proprietary interest in the submitted information. *See id.* § 552.110; Open Records Decision Nos. 661 at 5-6 (1999) (to prevent disclosure of commercial or financial information, party must show by specific factual evidence, not conclusory or generalized allegations, that release of requested information would cause that party substantial competitive harm), 552 at 5 (1990) (party must establish *prima facie* case that information is trade secret), 542 at 3. Accordingly, the city may not withhold any of the information at issue on the basis of any proprietary interest United may have in it.

We note Caremark seeks to withhold information that the city has not submitted for our review. This ruling does not address information beyond what the city has submitted to us for review. *See* Gov't Code § 552.301(e)(1)(D) (governmental body requesting decision from attorney general must submit copy of specific information requested). Accordingly, this ruling is limited to the information the city submitted as responsive to the request for information. *See id.*

Next, we consider Caremark's assertion its submitted information is not responsive to the present request. We note a governmental body must make a good-faith effort to relate a request for information to responsive information that is within the governmental body's possession or control. *See* Open Records Decision No. 561 at 8-9 (1990). Thus, as the city has submitted the information it deems to be responsive to the present request, we will address the public availability of the submitted information.

Caremark asserts portions of its information are excepted from disclosure pursuant to section 552.104 of the Government Code, which excepts "information that, if released, would give advantage to a competitor or bidder." Gov't Code § 552.104(a). This exception protects the competitive interests of governmental bodies such as the city, not the proprietary interests of private parties such as Caremark. *See* Open Records Decision No. 592 at 8 (1991) (discussing statutory predecessor). In this instance, the city does not raise section 552.104 as an exception to disclosure. Therefore, the city may not withhold any of the submitted information under section 552.104 of the Government Code.

Caremark asserts some of its information is excepted from disclosure under section 552.110 of the Government Code. Section 552.110 protects (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to the person from whom the information was obtained. Gov't Code § 552.110. Section 552.110(a) protects the proprietary interests of private parties by excepting from disclosure information that is trade secrets obtained from a person and information that is privileged or confidential by statute or judicial decision. *Id.* § 552.110(a). The Texas Supreme Court has adopted the definition of a "trade secret" from section 757 of the Restatement of Torts. *Hyde Corp. v. Huffines*, 314 S.W.2d 763, 776 (Tex. 1958); *see also* ORD 552 at 2. Section 757 provides a trade secret to be as follows:

[A]ny formula, pattern, device or compilation of information which is used in one's business, and which gives [one] 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, as, for example, the amount or other terms of a secret bid for a contract or the salary of certain employees . . . . A trade secret is a process or device for continuous use in the operation of the business. Generally it relates to the production of goods, as, for example, a machine or formula for the

production of an article. It may, however, 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) (citation omitted); *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>3</sup> *See* RESTATEMENT OF TORTS § 757 cmt. b. This office must accept a claim that information subject to the Act is excepted as a trade secret if a *prima facie* case for exemption is made and no argument is submitted that rebuts the claim as a matter of law. ORD 552 at 5-6. However, we cannot conclude section 552.110(a) is applicable unless it has been shown the information meets the definition of a trade secret and the necessary factors have been demonstrated to establish a trade secret claim. Open Records Decision No. 402 (1983).

Section 552.110(b) protects “[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). This exception to disclosure requires a specific factual or evidentiary showing, not conclusory or generalized allegations, that substantial competitive injury would likely result from release of the information at issue. *Id.* § 552.110(b); ORD 661 at 5-6 (business enterprise must show by specific factual evidence that release of information would cause it substantial competitive harm).

Upon review, we find Caremark has made a *prima facie* case information identifying its clients, which we have marked, constitutes trade secret information. Accordingly, the city must withhold the information we have marked under section 552.110(a) of the Government Code. However, we find Caremark has failed to demonstrate how any portion of its remaining information at issue meets the definition of a trade secret, nor has it demonstrated the necessary factors to establish a trade secret claim. *See* ORD 402 (section 552.110(a) does not apply unless information meets definition of trade secret and necessary factors have been

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<sup>3</sup>There are six factors the Restatement gives as indicia of whether information qualifies as a trade secret:

- (1) the extent to which the information is known outside of [the company's] business;
- (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 to [its] competitors;
- (5) the amount of effort or money expended by [the company] in developing the information;
- and
- (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).

demonstrated to establish trade secret claim). Further, 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.” RESTATEMENT OF TORTS § 757 cmt. b; *see Huffines*, 314 S.W.2d at 776; ORDs 319 at 3, 306 at 3. Therefore, the city may not withhold any of Caremark’s remaining information at issue pursuant to section 552.110(a) of the Government Code.

Caremark contends release of the information at issue would cause Caremark and vendors like it to be reluctant or unwilling to offer governmental bodies their “most favorable and aggressive pricing structures.” In advancing this argument, Caremark appears to rely on the test pertaining to the applicability of the section 552(b)(4) exemption under the federal Freedom of Information Act to third-party information held by a federal agency, as announced in *National Parks & Conservation Association v. Morton*, 498 F.2d 765 (D.C. Cir. 1974). The *National Parks* test provides commercial or financial information is confidential if disclosure of information is likely to impair a governmental body’s ability to obtain necessary information in future. *National Parks*, 498 F.2d at 765. Although this office once applied the *National Parks* test under the statutory predecessor to section 552.110, that standard was overturned by the Third Court of Appeals when it held *National Parks* was not a judicial decision within the meaning of former section 552.110. *See Birnbaum v. Alliance of Am. Insurers*, 994 S.W.2d 766 (Tex. App.—Austin 1999, pet. denied). Section 552.110(b) now expressly states the standard to be applied and requires a specific factual demonstration that the release of the information in question would cause the business enterprise that submitted the information substantial competitive harm. *See* ORD 661 at 5-6 (discussing enactment of section 552.110(b) by Seventy-sixth Legislature). The ability of a governmental body to continue to obtain information from private parties is not a relevant consideration under section 552.110(b). *Id.* Therefore, we will consider only Caremark’s interest in its remaining information.

Caremark claims some of its remaining information constitutes commercial information that, if released, would cause Caremark substantial competitive harm. Upon review, we find Caremark has not made the specific factual or evidentiary showing required by section 552.110(b) that release of any of its remaining information would cause Caremark substantial competitive harm. *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. Furthermore, we note the pricing information of a winning bidder, such as Caremark, is generally not excepted from disclosure under section 552.110(b). This office considers the prices charged in government contract awards to be a matter of strong public interest. *See* Open Records Decision No. 514 (1988) (public has interest in knowing prices charged by government contractors). *See generally* Dep’t of Justice Guide to the Freedom of Information Act 344-345 (2009) (federal cases applying analogous Freedom of Information

Act reasoning that disclosure of prices charged government is a cost of doing business with government). Consequently, the city may not withhold any of the remaining information at issue under section 552.110(b) of the Government Code.

Section 552.101 of the Government Code excepts from disclosure “information considered to be confidential by law, either constitutional, statutory, or by judicial decision.” Gov’t Code § 552.101. This section encompasses information protected by other statutes. Caremark argues portions of its remaining 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[.]

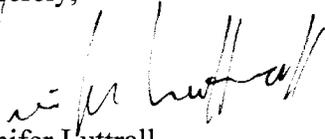
*Id.* § 1839(3). Section 1831 provides criminal penalties for the unauthorized disclosure of trade secrets to foreign governments, instrumentalities, or agents. *Id.* § 1831. Section 1832 provides criminal penalties for the unauthorized appropriation of trade secrets related to products produced for 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, and the city may not withhold any of the remaining information under section 552.101 on those bases.

In summary, we decline to render a decision regarding the specific portions of the information at issue in the pending lawsuit, and will allow the trial court to determine the public availability of that information. With respect to the remaining information at issue in Open Records Letter No. 2012-02781, the city must rely on Open Records Letter No. 2012-02781 as a previous determination and withhold or release the identical information in accordance with that ruling. The city must withhold the information we have marked under section 552.110(a) of the Government Code. The remaining information must be released.

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,



Jennifer Luttrall  
Assistant Attorney General  
Open Records Division

JL/som

Ref: ID# 450549

Enc. Submitted documents

c: Requestor  
(w/o enclosures)

- c: Mr. Tom Quirk  
United Healthcare  
9900 Bren Road East  
Minnetonka Minnesota 35343  
(w/o enclosures)
  
- c: Ms. Kathleen Koy  
CVS Caremark  
C/O Warren M.S. Ernst  
Chief of the General Counsel Division  
City of Dallas  
1500 Marilla Street, Room 7DN  
Dallas, Texas 75201  
(w/o enclosures)

OCT 12 2016

MR

At 3:02 P.M.  
Velva L. Price, District Clerk

CAUSE NO. D-1-GN-12-001221

CAREMARKPCS HEALTH, L.L.C.,	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
KEN PAXTON, ATTORNEY GENERAL	§	
OF TEXAS, AND THE CITY OF DALLAS	§	
Defendant.	§	200th JUDICIAL DISTRICT

**AGREED FINAL JUDGMENT**

On this date, the Court heard the parties' motion for agreed final judgment. Plaintiff CaremarkPCS Health, L.L.C., ("Caremark"), Defendant City of Dallas (the "City"), and Defendant Ken Paxton, Attorney General of Texas (the "Attorney General"), appeared by and through their respective attorneys and announced to the Court that all matters of fact and things in controversy between them had been fully and finally resolved.

This is an action brought by Plaintiff Caremark to challenge Letter Ruling OR2012-05361 (the "Ruling"). The City received a request pursuant to the Public Information Act (the "PIA"), Tex. Gov't Code ch. 552, for the information related to a contract between the City of Dallas (the City) and United Healthcare. The City concluded that some of Caremark's information was responsive to this request. The documents at issue contain information designated by Caremark as confidential, proprietary, trade secret, and commercial and financial information exempt from disclosure under the PIA ("Caremark Information"). The City 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 the Caremark Information. The City holds the information that has been ordered to be disclosed.

All matters in controversy between Plaintiff, Caremark, and Defendants, the City and the 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. Steve Thompson of the Dallas Morning News, on September 21, 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 the City will 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 delivery 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:

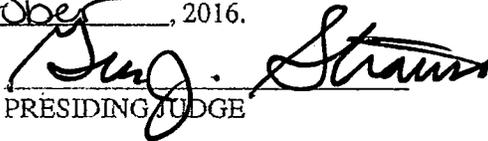
1. Caremark, the City, and the Attorney General have agreed that in accordance with the PIA and under the facts presented, portions of the information at issue are excepted from disclosure pursuant to Texas Government Code section 552.104. Pursuant to Texas Government Code section 552.104, the Attorney General agrees that certain portions of the responsive information contained in the reports prepared in connection with the Pharmacy Benefits Management contract and identified by the City as responsive to the request can be redacted in accordance with the markings agreed to by the parties, which markings are reflected on the copies of the above-described documents that Caremark transmitted to the Attorney General on July 27, 2016. The City agrees that Letter Ruling OR2012-05361 will 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, the City, and the Attorney General and is a final judgment.

SIGNED the 12 day of October, 2016.

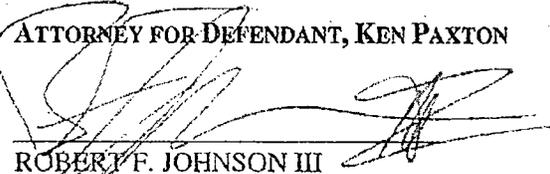
  
PRESIDING JUDGE

AGREED.



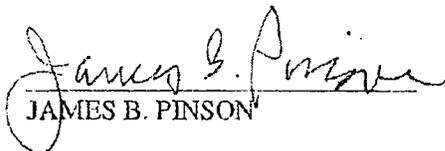
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~~ATTORNEY FOR DEFENDANT, KEN PAXTON~~



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**ATTORNEY FOR DEFENDANT CITY OF DALLAS**

A

CAUSE NO. D-1-GN-12-001221

CAREMARKPCS HEALTH, L.L.C.,	§	IN THE DISTRICT COURT OF
Plaintiffs,	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
KEN PAXTON, ATTORNEY GENERAL	§	
OF TEXAS, AND THE CITY OF DALLAS	§	
Defendant.	§	200th JUDICIAL DISTRICT

**SETTLEMENT AGREEMENT**

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

**Background**

In January 2012, a request was made under the Public Information Act (PIA) for the information related to a contract between the City of Dallas (the City) and United Healthcare. The City concluded that some of Caremark's information was responsive to this request and asked for an Attorney General decision on whether portions of this information could be withheld.

In Letter Ruling OR2012-05361, the Open Records Division of the Attorney General (ORD) required the City 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, the City, 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 reports prepared in connection with the Pharmacy Benefits Management contract and identified by the City as responsive to the request can be redacted in accordance with the markings agreed to by the parties, which markings are reflected on the copies of the above-described documents that Caremark transmitted to the Attorney General on July 27, 2016. The City agrees that Letter Ruling OR2012-05361 will not be relied upon as a prior determination.

2. Caremark, the City, 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 the City 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.

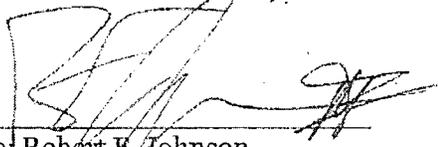
7. Caremark warrants that its undersigned representative is duly authorized to execute this Agreement on its behalf and that its representative has read this Agreement and fully understands it to be a compromise and settlement and release of all claims that Caremark has against the Attorney General or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

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

10. 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.

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

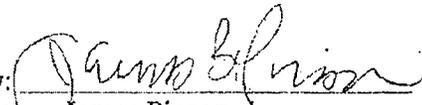
Date: 9/20/16

KEN PAXTON, ATTORNEY GENERAL  
OF TEXAS

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

Date: 9/21/16

CITY OF DALLAS

By:   
name: James Pinson  
title: Assistant City Attorney

Date: 9/19/2016