

EXHIBIT A

June 18, 2025

Honorable Johnny Magee
City of Laurel
401 North 5th Avenue
Laurel, Mississippi 39441

In re Pharmacy Benefit Managers Antitrust Litigation

This agreement describes the terms and conditions of the relationship between you as client and us as lawyers. **Burns Charest LLP** ("BC") and **Hortman Harlow Bassi Robinson & McDaniel, PLLC** ("HH") (including any successor to the partnership of BC or HH and collectively referred to as "Attorneys," "we," or "us"), will represent the City of Laurel, Mississippi ("Client" or "you"), in connection with all claims you have against pharmacy benefit managers, including Caremark Rx LLC, Prime Therapeutics LLC, other corporate affiliate entities, and potentially others, as a result of their violations of federal antitrust laws and violations of all other applicable laws and regulations (all such claims are collectively referred to as "Claims") and the prosecution of those Claims on behalf of a class represented by you.

SCOPE OF ENGAGEMENT

Subject to the terms and conditions of this agreement, we will represent you on the Claims described above.

You further understand that we will consult with you as to any offers for settlement of the Claims. However, any settlement must be approved by the Court as being in the best interest of the class, and we, as class counsel, have an obligation to present to the court any settlement proposals that we deem to be in the best interest of the class, regardless of whether you concur.

CLIENT'S DUTIES

To enable us to effectively represent you and the absent class members, you agree to abide by this agreement, to be truthful and to cooperate with us, to disclose fully and accurately all facts relating to the Claims, to keep us informed of all developments impacting the Claims, to keep yourself informed about the case such that you have at least a basic understanding of the Claims, to ask us if you do not understand what is going on, to be reasonably available to attend meetings, depositions, or court appearances, and to keep us advised of any changes to your address, telephone numbers or email. Most importantly, as a class representative, you undertake the obligation to protect the interests of the class fairly and adequately.

ATTORNEY'S FEES

This is a contingent fee contract. All Attorney's fees for work on behalf of the class, and any other fees awarded to any co-counsel involved in this case, will be as awarded by the Court out of any recovery.

COSTS AND EXPENSES

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You understand that Attorneys will advance on your behalf the costs and expenses of prosecuting the Claims. You agree that Attorneys shall be reimbursed for such costs and expenses from any recovery or other award by order of the Court.

ASSIGNMENT

You agree that you shall not assign, in whole or in part, or otherwise grant any lien against, your Claims or the proceeds from them, without the prior written consent of us.

OUR RIGHT TO TERMINATE

You agree that we may seek to withdraw from representing you for any reason recognized in the applicable rules of professional conduct for lawyers.

ASSOCIATION OF CO-COUNSEL

You understand that Attorneys may agree to work with additional co-counsel in pursuing the Claims and to share a total of any attorney's fees awarded with them, and you consent to that joint representation.

NO GUARANTEES

You hereby acknowledge that BC has made no guarantees and given no assurances regarding the successful outcome of this matter and all expressions about the outcome are only opinions.

INTEGRATION

This agreement represents the final and mutual understanding of the parties. It replaces and supersedes any prior agreements or understandings, whether written or oral. This agreement may not be modified, amended, or replaced except by another signed written agreement.

SEVERABILITY

If any part of this agreement shall for any reason be found unenforceable, the parties agree that all other portions shall remain valid and enforceable.

CLIENT'S ACKNOWLEDGMENT

You acknowledge that Attorneys have encouraged you to consult independent counsel concerning the negotiation of this agreement and its terms, that you have made sufficient investigation and inquiry to determine that this agreement is fair and reasonable to you. You warrant that you have either consulted such independent counsel or, having had an adequate opportunity to seek such advice, have declined to follow Attorneys' advice to do so.

We discuss the terms and conditions of our engagement so candidly because we believe that you are entitled to know our policies, and that this type of frank discussion will avoid any misunderstandings

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later. Please sign a copy of this agreement in the space provided below, indicating your agreement to the terms and conditions set forth above. When we receive this agreement signed by you, we will commence our representation in the above-described matter.

Sincerely yours,

BURNS CHAREST LLP

Korey A. Nelson, Partner

HORTMAN HARLOW BASSI ROBINSON & MCDANIEL, PLLC

Deidra Jones Bassi, Partner

AGREED TO AND ACCEPTED:

CITY OF LAUREL, MISSISSIPPI

By:

Name: Honorable Johnny Magee

Title: Mayor

Date: