

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

J.M., a minor child, by and through his *
legal guardian, HEATHER SMITH, *
N.W., a minor child by and through *
his mother and legal guardian, *
NAOMI WILLIAMS, and J.B., a minor *
child, by and through her legal guardian, *
MELISSA BARKER, *

Plaintiffs, *

v. *

GERLDA HINES, in her *
official capacity as the Commissioner *
of the Georgia Department *
of Human Services and *
CAYLEE NOGGLE, in her official *
capacity as Commissioner of the *
Georgia Department Of *
Community Health, *

Defendants. *

CIVIL ACTION FILE NO.
1:18-CV-0568-AT

SETTLEMENT AGREEMENT

This Settlement Agreement fully and finally resolves all claims in the above-titled action. This Settlement Agreement is made by and among Plaintiffs J.M., a minor, by and through his mother, Heather Smith, N.W., a minor, by and through his mother, Naomi Williams, and J.B., a minor child, by and through her mother, Melissa Barker, and Defendants, Gerlda Hines, in her official capacity as

Commissioner of the Georgia Department of Human Services (DHS) and Caylee Noggle, in her official capacity as Commissioner of the Georgia Department of Community Health (DCH) (collectively the “Parties”).

I. INTRODUCTION

- A. Plaintiffs brought this §1983 action by filing a Second Amended Complaint seeking class certification and declaratory and injunctive relief against Defendants based upon alleged violations of the Medicaid Act, 42 U.S.C. §1396 *et seq.*, and the Fourteenth Amendment of the U.S. Constitution.
- B. On June 23, 2021, the Court certified a class under Fed.R.Civ.P. 23(b)(2) defined as follows:

All Georgia Medicaid recipients who have been, or will in the future be, terminated from Supplemental Security Income (SSI) and who are either (1) authorized to receive services under a Georgia Medicaid Home and Community Based Services (HCBS) Waiver program, or (2) under 19 years of age. [Doc. 175].
- C. In order to resolve all issues pending between the parties without the expense, risk, delays, and uncertainties of a trial and any appeals that might follow such trial, the Plaintiffs and Defendants agree to the terms of this Settlement Agreement as stated below.
- D. This Settlement Agreement is not an admission of liability by Defendants,

and Defendants deny they are in violation of the Medicaid Act or any other law.

- E. Except as required by the provisions of this Settlement Agreement, Defendants shall not in any way be limited in the adoption, revision, or implementation of other policies, procedures, or directives as required or advised to maintain compliance with applicable laws, regulations, or guidance that may enhance the delivery of services to individuals served by their programs now or in the future. In the event of a change in policy or procedure, should Plaintiffs believe that such change is in breach of this Agreement, Plaintiffs may seek relief as provided in Section VI. *infra*.
- F. The parties expressly understand and agree that certain obligations contained in this Settlement Agreement may be subject to review and approval by various federal agencies including, but not limited to, the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS).
- G. All parties acknowledge that the Court has subject matter jurisdiction over this case, and has the authority to enter this Settlement Agreement as an order of the Court and to enforce its terms. All parties acknowledge they are subject to the personal jurisdiction of the Court, and that the venue is

proper in the United States District Court for the Northern District of Georgia.

- H. The purpose of this Settlement Agreement is to provide remedies for the named Plaintiffs and Class Members to receive, consistent with the requirements of the Medicaid Act: 1) redeterminations of Medicaid eligibility upon termination from Supplemental Security Income (SSI), and 2) written notice of the Defendants' redetermination decisions.

II. DEFINITIONS

For the purposes of this Settlement Agreement, the following terms are defined as follows:

- A. "Care Management Organization" or "CMO" means an entity that is organized for the purpose of providing or arranging healthcare, which has been granted a certificate of authority by the Georgia Commissioner of Insurance as a health maintenance organization and has entered into a contract with DCH to provide or arrange healthcare services on a prepaid, capitated basis to Georgia Medicaid members.
- B. "Class Members" means the individuals who meet the definition of the class certified by the Court's order dated June 23, 2021. [Doc. 175].
- C. "DCH" means the Georgia Department of Community Health.

- D. “DFCS” means the Georgia Department of Human Services, Division of Family and Children Services.
- E. “DHS” means the Georgia Department of Human Services.
- F. “Effective Date” is the date on which the Court grants final approval of the Settlement Agreement pursuant to Fed.R.Civ.P. 23(e) and retains jurisdiction to enforce its terms until termination.
- G. “Eligibility Worker” means an employee of DFCS who is responsible for determining Medicaid eligibility of applicants or participants in the Georgia Medicaid Program.
- H. “*Ex Parte* Review” means an initial automated review of the ongoing Medicaid eligibility of a Medicaid beneficiary terminated from a class of assistance, based upon information available through the Medicaid system without requiring information from the Medicaid beneficiary.
- I. “Georgia Gateway” or “GATEWAY” means the state integrated eligibility system which includes a public web portal to apply for or maintain benefits for certain health and human service programs in Georgia including Medicaid.
- J. “Georgia Medicaid Management Information System” or “GAMMIS” means the primary web portal for Medicaid, PeachCare for Kids and all

related waiver programs administered by DCH's Medical Assistance Plans Division. The GAMMIS portal provides communications, data exchange, and self-service tools for Medicaid members and providers with both secure and public access areas.

- K. "Georgia Medicaid Program" means the programs and services administered by DCH pursuant to the Georgia Medicaid State Plan and Medicaid waiver authority to provide healthcare benefits to eligible Medicaid members.
- L. "Georgia Medicaid State Plan" or "State Plan" means the contract between the State of Georgia and CMS, developed by Georgia and approved by CMS, describing how Georgia is to administer its Medicaid program in accordance with the Title XIX of the Social Security Act, in effect as of the Effective Date, including any subsequent amendments thereto.
- M. "Medicaid HCBS Waivers" means the Medicaid Home and Community Based Services Waiver program approved by CMS pursuant to 42 U.S.C. §1396n(c) for the purpose of providing under the Georgia Medicaid Program home and community-based services to certain eligible persons with disabilities who would otherwise require institutional care. For the purposes of this Settlement Agreement, "Medicaid HCBS Waivers"

includes the Community Care Services Program (“CCSP”), the Comprehensive Supports Waiver Program (“COMP Waiver”), the Independent Care Waiver Program (“ICWP”), the New Options Waiver Program (“NOW”), and the Service Options Using Resources in a Community Environment Waiver Program (“SOURCE”).

- N. “Parties” means the parties to this action, Plaintiffs and Defendants collectively.
- O. “SSI” means Supplemental Security Income which are the benefits paid by the United States Social Security Administration to certain disabled adults and children who have limited income and resources.
- P. “TEFRA/Katie Beckett” means the Medicaid program that provides Medicaid eligibility to certain children with disabilities under 19 years of age who live at home and who require the level of care provided in a hospital, skilled nursing facility, or an intermediate care facility for individuals with intellectual or developmental disabilities.

III. IDENTIFICATION OF CLASS MEMBERS AND DETERMINATION OF MEDICAID ELIGIBILITY

A. Identification of Class Members: DCH will use the *ex parte* review process to identify Class Members terminated from SSI.

1. For each class member identified during the *ex parte* Medicaid eligibility review process, DCH must:
 - a. maintain the class member's Medicaid eligibility until DFCS makes a final determination of Medicaid eligibility;
 - b. add the class member's name to the *ex parte* list; and
 - c. transmit the class member's information to DFCS to determine Medicaid eligibility.

B. Maintaining Medicaid Eligibility: DCH must maintain the Medicaid eligibility of class members as follows:

1. Class members (adults and children) who have an active HCBS Waiver Prior Authorization when he or she is terminated from SSI will be temporarily placed by DCH into the 449 Waiver Service Category of Assistance.
2. Class members under 19 years of age who are terminated from SSI and who do not have an active HCBS Waiver Prior Authorization will be temporarily placed by DCH into the Child Under 19 Medicaid Category of Assistance (U-19)-471 via the *ex parte* process. Pursuant to the Georgia State Medicaid Plan, such class members placed in *ex parte* aid Category 471 are enrolled in a CMO until final

determination of Medicaid eligibility by DFCS. Upon transfer to a CMO and consistent with CMO policies:

- a. The class member may continue to receive services from her or his current providers who are not in the provider network of the assigned CMO for 30 days after the transfer to the CMO;
- b. The class member will need to transfer to new providers of services where the current provider is not a network provider of the class member's CMO or does not become a network provider; and
- c. Any prior authorizations for Medicaid services currently authorized for the class member will be continued by the CMO for 30 days upon transfer and the child will be reassessed by the CMO for any current services during the 30-day period.

C. Notice of Transmission to DFCS for Determination of Medicaid

Eligibility: For any class member whose information is transmitted to DFCS for a determination of Medicaid eligibility, DCH must:

1. Provide written notice via Notice of Medicaid Status letter which notifies the class member of the following:
 - a. the class member is no longer eligible for the SSI Medicaid class of assistance due to the termination of SSI;

- b. the class member is being reviewed under other Medicaid classes of assistance for which she/he may be eligible; and
- c. the class member's Medicaid eligibility is being maintained while DFCS determines her or his Medicaid eligibility.

- 2. For class members transferred to a CMO, the member must be informed of the transfer to a CMO by written notice which must include the name and contact information of the CMO.

D. Determination of Medicaid Eligibility: For those class members whose information is transmitted to DFCS, DFCS must:

- 1. Determine Medicaid eligibility under all available Medicaid classes of assistance based on a review of information available through information technology systems or databases accessible to, or controlled or maintained by DFCS;
- 2. Identify any additional information from the class member, if any, needed to evaluate eligibility under the available Medicaid classes of assistance under the Georgia Medicaid State Plan; and
- 3. If additional information is needed from the class member to determine Medicaid eligibility, DFCS must request such information either electronically or in writing via U.S. mail. In addition, DFCS

may also request the information by telephone. The request for additional information must include the following:

- a. A description of the additional information needed;
 - b. A deadline of 14 days for the class member to provide the additional information;
 - c. The class member may request an extension of time to provide the requested information; and
 - d. The contact information for the DFCS eligibility worker.
4. If information in Georgia Gateway or additional information provided by the class member indicates that the class member is under age 19 and is potentially eligible for the TEFRA/Katie Beckett class of assistance, a referral will be made to the Katie Beckett Unit of DCH for a determination of eligibility under the TEFRA/Katie Beckett Medicaid class of assistance.
5. The Katie Beckett Unit of DCH will do the following:
- a. Notify the parent or guardian of the class member under age 19 in writing of the referral to the Katie Beckett Unit;
 - b. Contact the parent or guardian of the class member and inform them about the Katie Beckett application process and the

information that must be submitted to complete the application;

- c. Process the KB applications of class members consistent with TEFRA/Katie Beckett policy;
- d. If additional information is needed from the class member after submission of a completed application to determine Katie Beckett eligibility, the Katie Beckett Unit will notify the class member electronically or via U.S. Mail of the additional information needed, a deadline for the submission of the additional information, and how to request an extension of time to submit the additional information; and
- e. Any class member determined ineligible for Katie Beckett Medicaid by DCH must receive a written notice of the determination of ineligibility consistent with the requirements of 42 C.F.R. 431.210.

E. Termination of Medicaid Benefits During Eligibility Determination: For class members whose information is transmitted to DFCS for an eligibility determination:

- 1. DFCS may terminate the class member's Medicaid eligibility in the following circumstances:

- a. The class member has not responded, requested additional time, or otherwise failed to provide the additional information requested by DFCS and is determined to be ineligible for the available Medicaid classes of assistance based upon the information available to DFCS; or
 - b. The additional information provided to DFCS to determine Medicaid eligibility fails to establish eligibility for any Medicaid classes of assistance.
2. If a class member is determined to be ineligible for any other Medicaid class of assistance during the determination of Medicaid eligibility by DFCS, the class member must be sent a written Notice of Medicaid Termination or Denial and an opportunity for a fair hearing regarding the proposed termination or denial of the class member's Medicaid eligibility. The Notice of Medicaid Termination or Denial Letter will be sent at least ten (10) days before the effective date of Medicaid termination in accordance with 42 C.F.R. 431.211. In accordance with 42 C.F.R. 431.210, the Notice of Medicaid Termination or Denial Letter must provide the following:
 - a. A notice that informs the class member that DFCS has performed a

review of the class member's Medicaid eligibility under the available Medicaid classes of assistance based upon the information available to DFCS or the information provided by the class member;

- b. A clear statement of the specific reasons supporting the termination or denial of Medicaid eligibility under the available Medicaid classes of assistance;
- c. Provide the specific regulations that support the termination or the denial of Medicaid eligibility;
- d. Explains the member's right to request a fair hearing under 42 U.S.C. §1396a(a)(3); and
- e. Explains the circumstances under which Medicaid is continued if a hearing is requested.

F. Written Notices: Any written notice to a class member under this Settlement Agreement must:

- 1. Comply with the requirements of 42 C.F.R. §431.210;
- 2. Be sent, consistent with the expressed choice of the class member, either electronically to the current known e-mail address of the class member, via push notification to the current known cellphone number

of the class member, or mailed via U.S. Mail to the current known address of the class member. The written notice required by Section III.C.1. will be sent to the address in GAMMIS which is provided by a data interface with the Social Security Administration;

3. Be in plain language and, upon request, be available in formats accessible to persons with disabilities or persons who are limited English proficient; and
4. If any written notice under this Settlement Agreement sent to class members is returned, either electronically or by the U.S. Postal Service, updated contact information will be identified and entered into agency database(s) and agency personnel will attempt to contact the class member.

G. Adoption or Update of Additional Policies: DCH and DFCS must update their policies as necessary, including, but not limited to the determination of Medicaid eligibility and the *ex parte* review process for individuals under 19 years of age and active HCBS Waiver participants.

IV. **REPORTING AND MONITORING:**

In seeking Court approval of this Settlement Agreement, the parties will inform the Court that the parties have been unable to come to an agreement regarding

reporting requirements and monitoring of the Settlement Agreement and will ask the Court to resolve these issues in the order approving the Settlement Agreement.

V. INDIVIDUAL CLAIMS OF PLAINTIFF J.M.

- A. DCH must provide Plaintiff J.M. with 18 hours per day of private duty nursing on days when J.M. is not in school and 12 hours of private duty nursing on days J.M. attends school, through the Georgia Pediatric Program (“GAPP”) or any successor program administered by DCH, for a period of 2 years from the effective date of this Settlement Agreement.
- B. J.M.’s parent will inform J.M.’s nursing provider of J.M.’s school attendance and of any nursing provided by the school system.
- C. DCH (through Alliant Health Solutions or any successor medical necessity review vendor) may review the amount of private duty nursing authorized for Plaintiff J.M. through GAPP annually. If Alliant believes J.M. requires fewer private duty nursing hours than provided in Section V.A., Alliant must provide J.M. and plaintiffs’ counsel with a written notice of the decision.
- D. This Settlement Agreement does not apply to any requests for increases of private duty nursing services determined by J.M.’s treating physician to be

medically necessary.

- E. Notwithstanding the requirements of Sections VI., *infra*, J.M.'s counsel may pursue prompt legal remedies on J.M.'s behalf regarding a reduction of private duty nursing services under this Settlement Agreement. Plaintiffs' counsel must confer with DCH's legal counsel via email regarding any reduction of private duty nursing services at least five (5) business days prior to seeking legal remedies under this Settlement Agreement.

VI. DISPUTE RESOLUTION AND ENFORCEMENT

- A. If the Plaintiffs believe that the Defendants have failed to fulfill any obligation under this Settlement Agreement, the Plaintiffs must, prior to initiating any court proceeding to remedy such failure, give written notice to the Defendants which sets forth the details of the alleged noncompliance.
- B. The Defendants will have 30 days from the date of such written notice to respond in writing by denying that noncompliance has occurred, or by accepting (without necessarily admitting) the allegations of noncompliance and proposing steps the Defendants will take, and by when, to cure the alleged noncompliance.

- C. If the Defendants fail to respond within 30 days or deny that noncompliance has occurred, the Plaintiffs may seek judicial remedies.
- D. If the Defendants timely respond by proposing a curative action by a specified deadline, the Plaintiffs may accept the Defendants' proposal or offer a counterproposal for a different curative action or deadline.
- E. If the Parties fail to reach agreement on a plan for curative action, the Plaintiffs may seek judicial remedies, but in no event shall the Plaintiffs seek judicial remedies for alleged noncompliance until at least 14 days after the deadline for the Defendants' response under Subsection V.B. above.
- F. Notwithstanding the requirements of Subsections A-E, if Plaintiffs believe that a termination of Medicaid eligibility fails to comply with the Settlement Agreement and poses an immediate risk of harm to any Plaintiffs or class members, Plaintiffs must give written notice to Defendants which sets forth the details of the alleged noncompliance and the immediate risk of harm to a Plaintiff or class member. The Parties must promptly confer by telephone regarding the alleged noncompliance. If the Parties fail to reach agreement for curative action during the telephone conference, Plaintiffs may seek immediate judicial remedies.

- G. The venue for any legal action concerning this Settlement Agreement will be in the United States District Court for the Northern District of Georgia.
- H. If the Plaintiffs prevail in an enforcement proceeding under this Settlement Agreement, they may submit a petition for reasonable attorneys' fees and costs incurred as a result of the enforcement proceeding. The standards for determining entitlement to, and amount of, attorneys' fees and costs are those set forth in 42 U.S.C. §1988.

VII. TERMINATION OF THE SETTLEMENT AGREEMENT

- A. This Settlement Agreement terminates two (2) years from the Effective Date, unless extended or terminated earlier by Court order.

VIII. SETTLEMENT PROCEDURES

- A. The Parties will jointly prepare and file a motion requesting the Court grant preliminary approval of the Settlement Agreement and retain jurisdiction to enforce the Settlement Agreement until its termination. The Parties will also take all other steps necessary to request a fairness hearing pursuant to Fed.R.Civ.P. 23(e).
- B. If the Court withholds its preliminary approval of this Settlement Agreement or the settlement for any reason, or if any motions or other legal proceedings are filed by third parties prior to Court approval, the

Parties must meet and confer to determine whether this Settlement Agreement can be amended or modified in a manner so as to secure Court approval. If the Parties are unable to achieve Court approval of the Settlement Agreement, the Settlement Agreement is null and void.

- C. Upon the Court's granting preliminary approval of the Settlement Agreement, should the court decide that notice to the Class is appropriate, the Parties will provide notice to the Class in a manner agreed upon by the Parties and ordered by the Court pursuant to Fed.R.Civ.P. 23(e). The notice to the Class must describe the Settlement Agreement, the process for filing written objections, and must include the date of the fairness hearing. The notice must be sent by Defendants, who will consult with Plaintiffs' counsel prior to distribution of the notice to the Class.
- D. The Parties will jointly prepare a motion for final approval with the Court pursuant to Fed.R.Civ.P. Rule 23(e). The motion will seek the Court's final approval of the Settlement Agreement and for the Court to retain jurisdiction to enforce the Settlement Agreement until its termination. The Settlement Agreement is effective upon the Court granting final approval pursuant to Fed.R.Civ.P. 23(e) and retaining jurisdiction to enforce the Settlement Agreement until its termination.

- E. Within 30 days of the Effective Date of the Settlement Agreement, the parties agree to jointly file a motion requesting the Court to dismiss this action pursuant to Fed.R.Civ.P. 41(a)(2) and to retain jurisdiction over this matter to enforce the Settlement Agreement. If the Court does not retain jurisdiction to enforce the Settlement Agreement until its termination, the Settlement Agreement is null and void.

IX. ATTORNEYS' FEES

- A. The parties are unable to resolve Plaintiffs' attorney's fees and costs. Plaintiffs will petition the Court for attorney's fees and costs arising out of this lawsuit.

X. GENERAL PROVISIONS

- A. This is a settlement of disputed claims, and the Parties agree that, in entering into this Settlement Agreement, neither concedes their position. Nothing in this Settlement Agreement shall be interpreted or construed as an admission by any party. This Settlement Agreement does not constitute an adjudication or finding on the merits of the claims alleged in the Plaintiffs' pleadings.
- B. Plaintiffs release and discharge Defendants from any and all claims arising out of the allegations set forth in the Second Amended Complaint.

Plaintiffs' sole remedy of their claims in the Seconded Amended Complaint is provided in the enforcement of this Settlement Agreement.

- C. The interpretation and enforcement of this Settlement Agreement is governed by federal law.
- D. The Settlement Agreement constitutes the sole, entire, and complete agreement between the parties to resolve claims set forth in this action. The terms set forth in this Settlement Agreement constitute the entire Settlement Agreement. Any modification of the Settlement Agreement must be executed in writing by the Parties, must be filed with the Court, and shall not be effective until the Court enters the modified agreement and retains jurisdiction to enforce it.
- E. The Settlement Agreement may be executed through the use of two or more counterparts, each of which will be deemed an original, and together shall constitute one written instrument. Photographic or facsimile copies of signed counterparts may be used in lieu of the originals for any purpose and shall have the same force and effect as an original ink signature.
- F. The Settlement Agreement shall be signed by each of the Parties and their counsel. Counsel shall not sign for the parties. The undersigned represent that they have the full power and authority to execute this Settlement

Agreement and to bind the parties.

- G. The Parties represent that they had the opportunity to consult and rely upon the legal counsel of their choice, and that the terms of the Settlement Agreement have been read and the consequences (including risks, complications, and costs) have been completely understood by each party and explained by their respective counsel. The Parties further acknowledge that, in executing this Settlement Agreement, they have not relied on any inducements, promises, or representations other than those stated in this Settlement Agreement.
- H. The Settlement Agreement encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. No prior versions of this Settlement Agreement, or written proposals of any party, are admissible in any courts for any purpose, including, but not limited to, use to interpret the meaning of the Settlement Agreement.
- I. Should any provisions of this Settlement Agreement be held invalid or illegal, such illegality shall not invalidate the whole of the Settlement Agreement, but the Settlement Agreement shall be construed as if it did not contain the illegal provision, and the rights and obligations of the Parties

shall be construed and enforced accordingly.

- J. None of the Parties shall be considered the drafter of the Settlement Agreement for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter. This Settlement Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein.
- K. To the extent the applicable law, legal requirements, or circumstances change, such that any provision of the Settlement Agreement is rendered void or unenforceable, the law shall control over the Settlement Agreement provision.
- L. “Notice” under this Settlement Agreement will be provided by United States mail and/or by e-mail to the following or their successors:

Joshua H. Norris
Law Office of Joshua H. Norris, LLC
One West Court Square
Suite 750
Decatur, Georgia 30030
josh.norris@childrenshealthlaw.org

Michelle W. LeGrande, Senior Assistant Attorney General
Mark J. Cicero, Senior Assistant Attorney General
Penny L. Hannah, Senior Assistant Attorney General
The Office of the Georgia Attorney General
Georgia Law Department

40 Capitol Square, S.W.
Atlanta, Georgia 30334
mlegrande@law.ga.gov
mcicero@law.ga.gov
phannah@law.ga.gov

IT IS SO STIPULATED AND AGREED.

FOR PLAINTIFFS:

A handwritten signature in black ink, appearing to read "Heather Smith", is written over a horizontal line.

Heather Smith for Plaintiff J.M.

Naomi Williams for Plaintiff N.W.

Melissa Barker for Plaintiff J.B.

Joshua H. Norris
Counsel for Plaintiff and the Class

Executed on this ____ day of _____, 2021.

IT IS SO STIPULATED AND AGREED.

FOR PLAINTIFFS:

Heather Smith for Plaintiff J.M.



Naomi Williams for Plaintiff N.W.

Melissa Barker for Plaintiff J.B.

Joshua H. Norris
Counsel for Plaintiff and the Class

Executed on this ____ day of _____, 2021.

IT IS SO STIPULATED AND AGREED.

FOR PLAINTIFFS:

Heather Smith for Plaintiff J.M.

Naomi Williams for Plaintiff N.W.



Melissa Barker for Plaintiff J.B.

Joshua H. Norris
Counsel for Plaintiff and the Class

Executed on this ____ day of _____, 2021.

IT IS SO STIPULATED AND AGREED.

FOR PLAINTIFFS:

Heather Smith for Plaintiff J.M.

Naomi Williams for Plaintiff N.W.

Melissa Barker for Plaintiff J.B.

A handwritten signature in blue ink, appearing to read "Joshua H. Norris", is written over a horizontal line.

Joshua H. Norris
Counsel for Plaintiffs and the Plaintiff Class

Executed on this 23rd day of August, 2021.

FOR DEFENDANTS:

Gerlda B. Hines
Commissioner of the Georgia Department of Human Services


Caylee Noggle
Commissioner of the Georgia Department of Community Health

Michelle W. LeGrande

Mark J. Cicero

Penny L. Hannah
Georgia Department of Law

Executed on this 26th day of August, 2021.

FOR DEFENDANTS:

A handwritten signature in blue ink that reads "Gerlda B. Hines". The signature is written in a cursive style with a large initial "G".

Gerlda B. Hines

Commissioner of the Georgia Department of Human Services

Caylee Noggle

Commissioner of the Georgia Department of Community Health

Michelle W. LeGrande

Mark J. Cicero

Penny L. Hannah

Georgia Department of Law

Executed on this 26th day of August, 2021.

FOR DEFENDANTS:

Gerlda B. Hines

Commissioner of the Georgia Department of Human Services

Caylee Noggle

Commissioner of the Georgia Department of Community Health

Michelle W. LeGrande

Michelle W. LeGrande

Mark J. Cicero

Mark J. Cicero

Penny L. Hannah

Penny L. Hannah

Georgia Department of Law

Executed on this 26th day of August, 2021.