

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CITY OF MONROE EMPLOYEES
RETIREMENT SYSTEM, and LOUISIANA
MUNICIPAL POLICE EMPLOYEES
RETIREMENT SYSTEM, on behalf of
themselves and all other similarly situated
shareholders of AMERIGROUP
CORPORATION,

Plaintiffs,

C.A. No.: 7788-CS

v.

THOMAS E. CAPPS, JAMES G. CARLSON,
JEFFREY B. CHILD, EMERSON U.
FULLWOOD, KAY COLES JAMES, WILLIAM
J. MCBRIDE, HALA MODELMOG, JOSEPH
W. PRUEHER, UWE E. REINHARDT,
RICHARD D. SHIRK, JOHN W. SNOW,
JAMES W. TRUESS, RICHARD C. ZORETIC,
GOLDMAN, SACHS & CO., WELLPOINT,
INC., AND WELLPOINT MERGER SUB, INC.,

Defendants.

**STIPULATION AND AGREEMENT OF
COMPROMISE, SETTLEMENT AND RELEASE**

This Stipulation and Agreement of Compromise, Settlement and Release (together with the exhibits hereto, the “Stipulation”) is entered into by and among plaintiffs in the above-captioned shareholder class action (the “Action”), City of Monroe Employees Retirement System and Louisiana Municipal Police Employees Retirement System (collectively, “Plaintiffs”), on behalf of themselves and the Class (as defined in paragraph 2 herein), and defendants Thomas E. Capps, James G. Carlson, Jeffrey B. Child, Emerson U. Fullwood, Kay Coles James, William J. McBride, Hala Modellmog, Joseph W. Prueher, Uwe E. Reinhardt, Richard D. Shirk, John W. Snow, James W. Truess, and Richard C. Zoretic (collectively, the “Individual Defendants”);

WellPoint, Inc. (“WellPoint”); WellPoint Merger Sub, Inc. (“WellPoint Merger Sub”); and Goldman, Sachs & Co. (“Goldman Sachs,” and together with the Individual Defendants, WellPoint, and WellPoint Merger Sub, the “Defendants”, and together with Plaintiffs, the “Parties”), by and through their respective undersigned counsel. This Stipulation sets forth the terms and conditions of the settlement of the Action reached by the Parties (the “Settlement”), subject to the approval of the Court.

HISTORY OF THE LITIGATION

WHEREAS, on July 9, 2012, Amerigroup Corporation (“Amerigroup” or the “Company”) and WellPoint announced that they had entered into an Agreement and Plan of Merger, dated as of July 9, 2012, by and among WellPoint, Amerigroup, and WellPoint Merger Sub (the “Merger Agreement”);

WHEREAS, the Merger Agreement contemplates, among other things, that WellPoint will acquire Amerigroup for \$92 per share in cash, representing a 43% premium to Amerigroup’s closing stock price prior to the announcement (the “Merger”);

WHEREAS, on August 6, 2012, Amerigroup filed with the United States Securities and Exchange Commission (the “SEC”) a Preliminary Proxy, which, among other things, summarizes the Merger Agreement and provides an account of the events leading up to the execution of the Merger Agreement, a summary of the valuation analyses conducted by Amerigroup’s board of directors’ financial advisors, Goldman Sachs and Barclays Capital Inc. (“Barclays”), and information regarding Goldman Sachs’ interest in certain Amerigroup warrants it purchased in 2007;

WHEREAS, on August 16, 2012, Plaintiffs, on behalf of themselves and all other similarly situated shareholders of Amerigroup, filed (i) a Verified Class Action Complaint against Defendants and (ii) a Motion for Expedited Proceedings;

WHEREAS, on August 27, 2012, Plaintiffs filed a Verified Amended Class Action Complaint (the “Amended Complaint”);

WHEREAS, the Amended Complaint alleges that, among other things, the Individual Defendants breached their fiduciary duties in connection with the Merger because they failed to get the best available price for Amerigroup, in part because they failed to contact numerous known interested bidders for the Company; certain Individual Defendants were financially interested in the Merger; the Company’s financial advisors were conflicted; and the disclosures concerning the Merger Agreement were materially misleading and incomplete. The Amended Complaint further alleges that WellPoint and Goldman Sachs aided and abetted these alleged breaches of fiduciary duty;

WHEREAS, on August 28, 2012, the Individual Defendants filed a Brief in Opposition to Plaintiffs’ Motion for Expedited Proceedings, in which WellPoint and Goldman Sachs joined in addition to filing their own separate briefs;

WHEREAS, on August 29, 2012, Amerigroup filed its Definitive Proxy, substantially altering the disclosures to address the issues raised in the Amended Complaint, thereby mooted Plaintiffs’ disclosure claims;

WHEREAS, on August 29, 2012, Plaintiffs filed a Reply Brief in Support of Plaintiffs’ Motion for Expedited Proceedings;

WHEREAS, on August 30, 2012, the Court held a telephonic oral argument concerning Plaintiffs' Motion for Expedited Proceedings and granted Plaintiffs' Motion for the reasons set forth on the record;

WHEREAS, following the Court's ruling on Plaintiffs' Motion for Expedited Proceedings, the undersigned counsel for Plaintiffs ("Plaintiffs' Counsel") embarked on a course of expedited discovery that has included the review of tens of thousands of pages of documents produced by the Individual Defendants, WellPoint, Goldman Sachs, and Barclays relevant to the claims asserted in the Action, as well as depositions of the following individuals: Brian Kane, Managing Director at Goldman Sachs; James Carlson, Chairman, President and CEO of Amerigroup; Richard Shirk, Amerigroup director; and Mark Hanson, Managing Director at Barclays;

WHEREAS, after arm's-length negotiations, the Parties reached an agreement-in-principle to settle the Action, which was memorialized in a memorandum of understanding (the "MOU") executed by the Parties on October 2, 2012;

WHEREAS, in connection with settlement discussions and negotiations leading to the execution of the MOU, Plaintiffs' Counsel and counsel for Defendants ("Defendants' Counsel") did not discuss the amount of any application by Plaintiffs' Counsel for an award of attorneys' fees and expenses;

WHEREAS, Plaintiffs represent to have owned at all relevant times and continue to own shares of Amerigroup common stock, for which proof of ownership was provided to Defendants' Counsel prior to the execution of the MOU;

WHEREAS, Plaintiffs, through Plaintiffs' Counsel, have conducted an investigation and pursued the extensive discovery described above relating to the claims and the underlying events

and transactions alleged in the Action. Plaintiffs' Counsel have analyzed the evidence adduced during their investigation and through the extensive discovery in the Action, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto;

WHEREAS, based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable and adequate to Plaintiffs and the other members of the Class. Plaintiffs and Plaintiffs' Counsel have agreed to settle the claims raised in Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Plaintiffs and the other members of the Class will receive from the resolution of the Action; (ii) the legal and factual defenses that Defendants would continue to assert in the Action, and the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs or Plaintiffs' Counsel of any lack of merit or infirmity in the claims asserted in the Action.

WHEREAS, each of the Defendants has denied, and continues to deny, that he, she, or it committed or aided and abetted the commission of any breaches of fiduciary duty, or any violation of any disclosure laws or any other laws, or engaged in any of the wrongful acts alleged in the Action, and expressly maintains that he, she, or it diligently and scrupulously complied with his, her, or its fiduciary and other legal duties, to the extent such duties exist, and is entering into this Stipulation and the Settlement solely to eliminate the burden, expense, and uncertainties inherent in further litigation;

WHEREAS, the Parties hereby expressly stipulate and agree that, in consideration of the benefits afforded herein, the Action shall be compromised, settled, and dismissed with prejudice, upon and subject to the following terms and conditions, and further subject to the approval of the Court pursuant to Delaware Court of Chancery Rule 23:

SETTLEMENT CONSIDERATION

1. In consideration for the full settlement and release of all Settled Claims (as defined below) and the dismissal with prejudice of the Action, the parties to the Merger Agreement have: (i) reduced the termination fee in the Merger Agreement from approximately three percent (*i.e.*, \$146 million) to two percent (*i.e.*, \$97 million); (ii) extended the special shareholder meeting date from October 9, 2012 to October 23, 2012; and (iii) issued a Form 8-K that identified the terms in subparagraphs (i) and (ii) above and stated as follows: “The Amerigroup board of directors, pursuant to the Merger Agreement and consistent with its fiduciary duties, is prepared to receive and consider in good faith any inquiries and Superior Proposals (as defined in the Merger Agreement) to purchase Amerigroup.” In addition, without admitting any wrongdoing, fault, or liability, the parties to the Merger Agreement acknowledge that the prosecution of the Action and discussions with counsel for the Plaintiffs were the principal cause of additional disclosures made in the Definitive Proxy, which are set forth in Exhibit A attached hereto.

CLASS CERTIFICATION

2. For settlement purposes only, the Parties stipulate and agree that the Action shall be certified as a non-opt out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and (b)(2), defined as all record holders and beneficial owners of common stock of Amerigroup, together with their successors, heirs and assigns, during the period commencing March 3, 2012

and ending at the effective time of the closing of the Merger, or the withdrawal or termination of the Merger, as the case may be, excluding Defendants (the “Class”). Members of the Class are referred to herein as “Class Members.”

3. In the event the Settlement does not become final for any reason, Defendants reserve the right to oppose certification of any plaintiff class in future proceedings.

SUBMISSION AND APPLICATION TO THE COURT

4. As soon as practicable after this Stipulation has been executed, the Parties shall apply jointly for a scheduling order (the “Scheduling Order”), substantially in the form attached hereto as Exhibit B, preliminarily certifying the Class for settlement purposes only and establishing the procedures for (i) approval and dissemination of notice of the proposed Settlement to the Class; and (ii) the Court’s consideration of the proposed Settlement, final Class certification, and Plaintiffs’ application for attorneys’ fees and expenses.

NOTICE

5. Amerigroup or its successor(s) in interest shall be responsible for providing notice of the proposed Settlement to the Class. In connection with their application for entry of the Scheduling Order, the Parties shall jointly request that the Court approve the dissemination of notice to the Class by means of the mailing of the Notice of Pendency of Class Action, Proposed Settlement and Settlement Hearing, substantially in the form attached hereto as Exhibit C (the “Notice”), to all shareholders of record as of the date of the Scheduling Order that are members of the Class at their last known address appearing in the stock transfer records maintained by or on behalf of Amerigroup or its successor(s) in interest.

6. The Company or the Company's insurers, and/or the Company's successor(s) in interest, shall pay any and all costs and expenses related to providing notice of the Settlement to the Class.

7. Counsel for Amerigroup or its successor(s) in interest shall, at least sixteen (16) calendar days before the Settlement Hearing (as defined below), file with the Court an appropriate affidavit with respect to the preparation and mailing of the Notice.

FINAL ORDER AND JUDGMENT

8. If the Settlement (including any modification thereto made with the consent of the Parties hereto as provided for herein) shall be approved by the Court following a hearing (the "Settlement Hearing") as fair, reasonable, and adequate to the Class, the Parties shall jointly request that the Court enter the Final Order and Judgment (the "Judgment") substantially in the form attached hereto as Exhibit D.

9. The Judgment shall, among other things, provide for the full and complete dismissal of the Action with prejudice, a permanent injunction barring, and, upon Final Approval (as defined in paragraph 13 herein), the settlement and release of: any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been or could have been asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, foreign, or common law, including the federal securities laws and any state disclosure law), by or on behalf of the Plaintiffs or any member of the Class in his, her, or its capacity as an Amerigroup stockholder (the "Releasing Persons"), whether individual, direct, class, derivative,

representative, legal, equitable, or any other type or in any other capacity against Amerigroup and the Defendants or any of their families, parent entities, controlling persons, associates, affiliates, or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, or assigns (the “Released Persons”) which the Releasing Persons ever had, now have, or may have had by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, or representations, set forth in or otherwise related, directly or indirectly, to the allegations in the Action, the Amended Complaint, financial or other advisory services in connection with the Merger, the Merger Agreement and any amendments thereto, and other transactions contemplated therein, or disclosures made in connection therewith (including the adequacy and completeness of such disclosures) (the “Settled Claims”); provided, however, that the Settled Claims shall not include any properly perfected claims for appraisal pursuant to Section 262 of the Delaware General Corporation Law, or claims to enforce the Settlement.

10. Upon Final Approval (as defined in paragraph 13 herein) of the Settlement, Defendants (“Releasing Defendant Persons”) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, their directors, officers, employees, and attorneys, and each and all of the Class Members from all claims (including unknown claims) arising out of, relating to, or in connection with, the

institution, prosecution, assertion, settlement or resolution of the Action or the Settled Claims (the “Released Defendant Claims”).

CONDITIONS OF SETTLEMENT

11. The Settlement is conditioned upon the fulfillment of each of the following:

(i) approval by the Court of the Settlement, following notice to the Class and the Settlement Hearing;

(ii) entry by the Court of the Judgment, containing the releases substantially in the form as set forth in the attached Exhibit D; and

(iii) Final Approval (as defined in paragraph 13 herein) of the Settlement.

12. In the event that the Settlement does not obtain Final Approval (as defined in paragraph 13 herein) for any reason, (i) this Stipulation and the Settlement contemplated herein (including the certification of the Class) shall be null and void and of no force and effect, and shall not be deemed to prejudice in any way the respective positions of the Parties with respect to the Action or to entitle any Party to the recovery of costs and expenses incurred in connection with the intended implementation of the Settlement; provided, however, that the Company or the Company’s insurers, and/or the Company’s successor(s) in interest, shall be responsible for paying the costs of notice regardless of whether the Settlement is approved; and (ii) the existence of or the provisions contained in the MOU or in this Stipulation shall not be deemed to prejudice in any way the respective positions of Plaintiffs or Defendants with respect to the Action, including the right of Defendants to oppose the certification of the Class in any future proceedings; nor shall they be deemed a presumption, a concession, or an admission by Plaintiffs or any of Defendants of any fault, liability, or wrongdoing as to any facts, claims, or defenses that have been or might have been alleged or asserted in the Action, or any other action or

proceeding or each thereof; nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding.

FINAL COURT APPROVAL

13. The approval of the Settlement by the Court shall be considered final (“Final Approval”) for purposes of this Stipulation upon the later of (i) the expiration of the time for the filing or noticing of an appeal or motion for reargument or rehearing from the Court’s Judgment approving the material terms of the Settlement without such appeal or motion having been made; (ii) the date of final affirmance of the Court’s Judgment on any appeal or reargument or rehearing; or (iii) the final dismissal of any appeal.

ATTORNEYS’ FEES

14. The parties to the Merger Agreement agree that Plaintiffs’ Counsel have earned a right to an award of attorneys’ fees and expenses and that the Company or the Company’s insurers, and/or the Company’s successor(s) in interest, shall be solely responsible for the payment of any fees and expenses awarded by the Court to Plaintiffs’ Counsel.

15. Co-Lead Counsel have agreed to apply for an award of attorneys’ fees and expenses of \$3,900,000, and Defendants have agreed not to oppose the entry of such an award of attorneys’ fees and expenses.

16. Any attorneys’ fees and expenses awarded by the Court shall be paid to Plaintiffs’ Counsel within seven (7) calendar days of the award notwithstanding the existence of any timely filed objections to the fee and expense award, or potential for appeal, or collateral attack on the Settlement or any part thereof; subject to Plaintiffs’ Counsel’s obligation to make appropriate refunds or repayments (including interest) within seven (7) calendar days in the event that the fee

and expense award is disapproved, reduced, reversed or otherwise modified, whether on appeal, further proceedings on remand, or successful collateral attack.

17. Any failure of the Court to approve a request for attorneys' fees and expenses in whole or in part shall not affect the Settlement.

18. No fees or expenses shall be paid to Plaintiffs' Counsel pursuant to the Settlement in the absence of approval by the Court of the Settlement and entry of the Judgment, substantially in the form set forth in Exhibit D hereto.

19. Except as provided above, Defendants shall have no obligation to pay or reimburse any fees, expenses, costs, or damages alleged or incurred by Plaintiffs, by any other member of the Class, or by their attorneys, experts, advisors, or representatives with respect to the claims settled herein. Defendants shall have no responsibility or liability with respect to any fee and expense allocation among Plaintiffs' Counsel.

EFFECT OF RELEASE

20. Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true by them with respect to the Settled Claims, but that it is the intention of Plaintiffs, and by operation of law the intention of the other members of the Class, to completely, fully, finally and forever compromise, settle, release, discharge, extinguish, and dismiss any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs acknowledge, and the other members of the Class by operation of law shall be deemed to have acknowledged, that "Unknown Claims" are expressly included in the definition

of “Settled Claims,” and that such inclusion was expressly bargained for and was a key element of the Settlement and was relied upon by each and all of the Released Persons in entering into this Stipulation. “Unknown Claims” means any claim that Plaintiffs or any member of the Class does not know or suspect exists in his, her or its favor at the time of the release of the Settled Claims as against the Released Persons, including without limitation those which, if known, might have affected the decision to enter into the Settlement.

21. The Settlement is intended to extinguish all of the Settled Claims and all of the Released Defendant Claims. Consistent with such intention, upon Final Approval of the Settlement, the Releasing Persons and the Releasing Defendant Persons shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of any state, federal, or foreign law or principle of common law, which may have the effect of limiting the respective Settled Claims and Released Defendant Claims. This shall include a waiver by the Releasing Persons and the Releasing Defendant Persons of any rights pursuant to section 1542 of the California Civil Code (or any similar, comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and Defendants acknowledge, and the other members of the Class and the other Released Persons shall be deemed by operation of the entry of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for, is an integral element of the Settlement, and was relied upon by each and all of the Parties in entering into the Settlement.

BEST EFFORTS

22. Plaintiffs, Defendants, and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and the Settlement, and to use their best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, this Stipulation and the Settlement provided for hereunder (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement) and the dismissal of the Action with prejudice and without costs, fees or expenses to any Party (except as provided for herein).

23. Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time not expressly set forth by the Court in order to carry out any provisions of this Stipulation.

STAY OF PROCEEDINGS

24. Until the Court rules on Plaintiffs' motion for final approval of the Settlement, all proceedings in the Action, except for Settlement-related proceedings, shall be stayed.

25. The Parties will request the Court to order (in the Scheduling Order) that, pending the Court's ruling on Plaintiffs' motion for final approval of the Settlement, Plaintiffs in the Action and all members of the Class, and any of them are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any Settled Claims, either directly, representatively, derivatively, or in any other capacity, against Defendants or any of the Released Persons.

STIPULATION NOT AN ADMISSION

26. The provisions contained in this Stipulation shall not be deemed a presumption, concession, or admission by any Party of any fault, liability, or wrongdoing, or lack of merit as to any facts or claims alleged or asserted in the Action or in any other action or proceeding, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in the Action or in any other action or proceeding, whether civil, criminal, or administrative, except in connection with any proceeding to enforce the terms of the Settlement. If the Settlement does not receive Final Approval, the Parties shall revert to their respective litigation positions in the Action as of immediately prior to the execution of the MOU as if the MOU and this Stipulation never existed.

JURISDICTION

27. The consummation of the Settlement as embodied in this stipulation shall be under the authority of the Court. Without affecting the finality of the Settlement, the Court shall retain jurisdiction for resolving any disputes hereunder.

ENTIRE AGREEMENT

28. This Stipulation constitutes the entire agreement among the Parties with respect to the subject matter hereof, and this Stipulation supersedes any prior agreements or understandings between them with respect to the Settlement. In entering into this Stipulation, none of the Parties is relying on any promise, warranty, inducement or representation other than those in this Stipulation and the Parties disclaim the existence of any such promise, warranty, inducement or representation.

PERFORMANCE

29. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party.

30. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Stipulation shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Stipulation.

AMENDMENTS

31. This Stipulation may not be modified or amended nor any of its provisions waived except by a writing signed by all Parties hereto.

COUNTERPARTS

32. This Stipulation may be executed in counterparts by facsimile, email, or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

GOVERNING LAW

33. This Stipulation and the Settlement contemplated by it shall be governed by, and construed in accordance with, the laws of the state of Delaware, without regard to conflict of laws principles.

SUCCESSORS AND ASSIGNS

34. This Stipulation, and all rights and powers granted hereby, shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, affiliates and assigns.

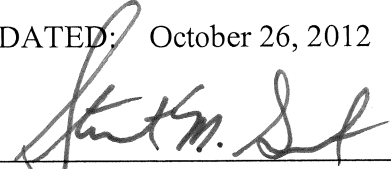
REPRESENTATION AND WARRANTY

35. Each Plaintiff and its counsel represents and warrants that (i) the Plaintiff is an Amerigroup stockholder and has been an Amerigroup stockholder at all relevant times and continued to hold its stock in Amerigroup as of the date this Stipulation was signed, and (ii) none of the Plaintiff's claims or causes of action referred to in the Amended Complaint or this Stipulation, or any claims the Plaintiff could have alleged in the Action, have been assigned, encumbered, or in any manner transferred in whole or in part.

AUTHORITY

36. The undersigned attorneys represent and warrant that they have the authority from their client(s) to enter into this Stipulation and bind their client(s) thereto.

DATED: October 26, 2012


Stuart M. Grant (ID No. 2526)
Michael J. Barry (ID No. 4368)
GRANT & EISENHOFER, P.A.
123 Justison Street
Wilmington, Delaware 19807
(302) 622-7000 (Telephone No.)
(302) 622-7100 (Facsimile No.)

Attorneys for Plaintiffs

Of Counsel:

Mark Lebovitch
Amy Miller

Edward P. Welch (ID No. 671)
Edward B. Micheletti (ID No. 3794)
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000 (Telephone No.)
(302) 651-3001 (Facsimile No.)

Of Counsel:

Jay B. Kasner
SKADDEN, ARPS, SLATE,

SUCCESSORS AND ASSIGNS

34. This Stipulation, and all rights and powers granted hereby, shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, affiliates and assigns.

REPRESENTATION AND WARRANTY

35. Each Plaintiff and its counsel represents and warrants that (i) the Plaintiff is an Amerigroup stockholder and has been an Amerigroup stockholder at all relevant times and continued to hold its stock in Amerigroup as of the date this Stipulation was signed, and (ii) none of the Plaintiff's claims or causes of action referred to in the Amended Complaint or this Stipulation, or any claims the Plaintiff could have alleged in the Action, have been assigned, encumbered, or in any manner transferred in whole or in part.

AUTHORITY

36. The undersigned attorneys represent and warrant that they have the authority from their client(s) to enter into this Stipulation and bind their client(s) thereto.

DATED: October 26, 2012

Stuart M. Grant (ID No. 2526)
Michael J. Barry (ID No. 4368)
GRANT & EISENHOFER, P.A.
123 Justison Street
Wilmington, Delaware 19807
(302) 622-7000 (Telephone No.)
(302) 622-7100 (Facsimile No.)

Attorneys for Plaintiffs

Of Counsel:

Mark Lebovitch
Amy Miller

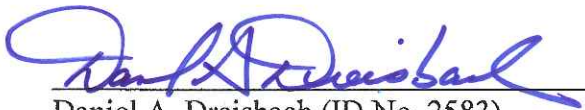
Edward P. Welch *ENK*
Edward P. Welch (ID No. 671)
Edward B. Micheletti (ID No. 3794)
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000 (Telephone No.)
(302) 651-3001 (Facsimile No.)

Of Counsel:

Jay B. Kasner
SKADDEN, ARPS, SLATE,

Jeremy Friedman
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
1285 Avenue of the Americas
New York, New York 10019
(212) 554-1400 (Telephone No.)
(212) 544-1444 (Facsimile No.)

Attorneys for Plaintiffs



Daniel A. Dreisbach (ID No. 2583)
Christopher H. Lyons (ID No. 5493)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
(302) 651-7700 (Telephone No.)
(302) 651-7701 (Facsimile No.)

Of Counsel:

Paul Hessler
Brenda D. DiLuigi
Nathan M. Carle
LINKLATERS LLP
1345 Avenue of the Americas
New York, New York 10105
(212) 903-9000 (Telephone No.)
(212) 903-9100 (Facsimile No.)

*Attorneys for Defendants WellPoint, Inc. and
WellPoint Merger Sub, Inc.*

MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036-6522
(212) 735-3000 (Telephone No.)
(212) 735-2000 (Facsimile No.)

*Attorneys for Defendants Thomas E. Capps,
James G. Carlson, Jeffrey B. Child, Emerson
U. Fullwood, Kay Coles James, William J.
McBride, Hala Modelmog, Joseph W.
Prueher, Uwe E. Reinhardt, Richard D. Shirk,
John W. Snow,
James W. Truess, Richard C. Zoretic*

Kevin G. Abrams (ID No. 2375)
ABRAMS & BAYLISS LLP
20 Montchanin Road, Suite 200
Wilmington, Delaware 19807
(302) 778-1000 (Telephone No.)
(302) 778-1001 (Facsimile No.)

Of Counsel:

Mitchell A. Lowenthal
Meredith E. Kotler
CLEARY GOTTlieb STEEN &
HAMILTON LLP
One Liberty Plaza
New York, New York 10006
(212) 225-2000 (Telephone No.)
(212) 225-3999 (Facsimile No.)

*Attorneys for Defendant
Goldman, Sachs & Co.*

Jeremy Friedman
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
1285 Avenue of the Americas
New York, New York 10019
(212) 554-1400 (Telephone No.)
(212) 544-1444 (Facsimile No.)

Attorneys for Plaintiffs

Daniel A. Dreisbach (ID No. 2583)
Christopher H. Lyons (ID No. 5493)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
(302) 651-7700 (Telephone No.)
(302) 651-7701 (Facsimile No.)

Of Counsel:

Paul Hessler
Brenda D. DiLuigi
Nathan M. Carle
LINKLATERS LLP
1345 Avenue of the Americas
New York, New York 10105
(212) 903-9000 (Telephone No.)
(212) 903-9100 (Facsimile No.)

*Attorneys for Defendants WellPoint, Inc. and
WellPoint Merger Sub, Inc.*

MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036-6522
(212) 735-3000 (Telephone No.)
(212) 735-2000 (Facsimile No.)

*Attorneys for Defendants Thomas E. Capps,
James G. Carlson, Jeffrey B. Child, Emerson
U. Fullwood, Kay Coles James, William J.
McBride, Hala Modellmog, Joseph W.
Prueher, Uwe E. Reinhardt, Richard D. Shirk,
John W. Snow,
James W. Truess, Richard C. Zoretic*

/s/ Kevin G. Abrams
Kevin G. Abrams (ID No. 2375)
ABRAMS & BAYLISS LLP
20 Montchanin Road, Suite 200
Wilmington, Delaware 19807
(302) 778-1000 (Telephone No.)
(302) 778-1001 (Facsimile No.)

Of Counsel:

Mitchell A. Lowenthal
Meredith E. Kotler
CLEARY GOTTlieb STEEN &
HAMILTON LLP
One Liberty Plaza
New York, New York 10006
(212) 225-2000 (Telephone No.)
(212) 225-3999 (Facsimile No.)

*Attorneys for Defendant
Goldman, Sachs & Co.*