

Exhibit D

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,

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. TRUETT, RICHARD C. ZORETIC,
GOLDMAN, SACHS & CO., WELLPOINT,
INC., AND WELLPOINT MERGER SUB, INC.,

Defendants.

C.A. No.: 7788-CS

ORDER AND FINAL JUDGMENT

WHEREAS, 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 (defined below), 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. Truett, 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”) have entered into a Stipulation and Agreement of Compromise, Settlement and Release dated October __, 2012 (together with the exhibits hereto, the “Stipulation”), that provides for the settlement of all claims asserted against Defendants in the Action with prejudice, subject to the approval of this Court; and

WHEREAS, by Order dated October __, 2012 (the “Scheduling Order”), this Court: (a) preliminarily certified the Class solely for purposes of effectuating the Settlement; (b) ordered that notice be provided to all potential Class Members in the manner and form set forth in the Scheduling Order; (c) set forth the procedures by which potential Class Members could appear and object to the proposed Settlement and/or Plaintiffs’ Counsel’s application for an award of attorneys’ fees and expenses; and (d) scheduled a hearing to consider the proposed Settlement and the fee and expense application; and

WHEREAS, adequate and sufficient notice of the Settlement and the hearing has been given to the Class in accordance with the Scheduling Order, which notice complied in all respects with the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable laws and rules; and

WHEREAS, the respective Parties have appeared by their attorneys of record; and

WHEREAS, an opportunity to be heard has been given to all other persons requesting to be heard in accordance with the Scheduling Order and the Notice; and

WHEREAS, the Class has been adequately represented by Plaintiffs and Plaintiffs’ Counsel in connection with the Action; and

WHEREAS, this Court conducted a hearing on January 9, 2013, to consider, among other things, whether: (a) the terms and conditions of the Settlement are fair, reasonable and adequate to the Class and should therefore be approved; and (b) a judgment should be entered in the

Action, among other things, dismissing the Action with prejudice as against Defendants in accordance with the terms and condition of the Stipulation; and

WHEREAS, this Order and Final Judgment hereby incorporates by reference the definitions in the Stipulation, and unless otherwise indicated herein, the capitalized words and terms used herein shall have the same meaning as they have in the Stipulation (certain of which are repeated herein for ease of reference only); and

WHEREAS, the Court has reviewed and considered the Stipulation, all papers filed and proceedings held in connection with the Settlement, all oral and written comments regarding the proposed Settlement and the record in the Action, and with good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THIS ____ DAY OF JANUARY, 2013 AS FOLLOWS:

1. This Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Class Members. All Parties and each of the Class Members are bound by this Order and Final Judgment.

2. The Notice of Pendency of Class Action, Proposed Settlement and Settlement Hearing (“Notice”) has been given to the Class (as defined below) pursuant to and in the manner directed by the Scheduling Order, proof of the mailing of the Notice has been filed with the Court, and a full opportunity to be heard has been offered to all Parties, the Class Members, and all other persons in interest. The form and manner of providing notice of the Settlement to the Class is hereby determined to (i) have been the best notice reasonably practicable under the circumstances; (ii) constitute notice that was reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Action, of the effect of the proposed

Settlement (including the releases contained therein), and of their rights to object to the proposed Settlement and/or the application for attorneys' fees and expenses, and to appear at the Settlement Hearing; (iii) constitute due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfy the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable laws and rules.

3. With respect to the Class set forth below, this Court finds that the prerequisites for a class action under Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) have been satisfied for settlement purposes only in that: (a) the members of the Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class including whether the disclosures made by the Company in connection with the Transaction were adequate and whether other potential bidders were given sufficient time and opportunity to participate in a potential transaction; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with both the prosecution of the Action as well as the Settlement, Plaintiffs and Plaintiffs' Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual members of the Class would create a risk of inconsistent adjudications which would establish incompatible standards of conduct for Defendants; (f) as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical cases brought by other Class Members; and (g) Defendants have allegedly acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

4. The Court hereby (i) finally certifies the Action as non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) on behalf of a class defined as 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”); and (ii) appoints Plaintiffs as Class Representatives and Plaintiffs’ Counsel as Class Counsel. In the event that the Settlement does not obtain Final Approval, the Settlement (including 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, including the right of Defendants to oppose the certification of the Class in any future proceedings.

5. The Settlement is found to be fair, reasonable and adequate and in the best interests of the Class, and it is hereby approved. The Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms and provisions, and the Register in Chancery is directed to enter and docket this Order and Final Judgment in the Action.

6. This Order and Final Judgment shall not constitute any evidence or admission by any of the Parties that any acts of wrongdoing have been committed by any of the Parties and should not be deemed to create any inference that there is any liability therefor.

7. The Action is hereby dismissed with prejudice and without costs, fees or expenses to any Party except as provided in the Stipulation.

8. All Releasing Persons (defined in paragraph 9 below) and anyone claiming through or on behalf of any of them in their capacities as such, are hereby permanently barred

and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any of the Settled Claims (defined in paragraph 9 below) against any of the Released Persons (defined in paragraph 9 below), except in connection with any proceeding to enforce the terms of the Settlement. All Releasing Defendant Persons (defined in paragraph 10 below) and anyone claiming through or on behalf of any of them in their capacities as such, are hereby permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any of the Released Defendant Claims (defined in paragraph 10 below) against any of the Released Plaintiff Persons (defined in paragraph 10 below), except in connection with any proceeding to enforce the terms of the Settlement.

9. Upon Final Approval of the Settlement, 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”) are hereby settled and released; 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 of the Settlement, Defendants (“Releasing Defendant Persons”) shall be deemed to have, and by operation of this Order and Final 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 (the “Released Plaintiff Persons”) 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”).

11. With respect to the Settled Claims, 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 the 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.

12. 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 this Order and Final 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.

13. Plaintiffs' Counsel are hereby awarded attorneys' fees in the amount of \$_____, inclusive of expenses, which amount the Court finds to be fair and reasonable and which shall be paid to Plaintiffs' Counsel in accordance with the terms of the Stipulation.

14. Without further approval from the Court, Plaintiffs and Defendants: (a) are hereby authorized to agree to and adopt such amendments, modifications, and expansions of the Stipulation to effectuate the Settlement that are not materially inconsistent with this Order and Final Judgment and/or that do not materially limit the rights of Class Members under the Stipulation; and (b) may agree to reasonable extensions of time to carry out the provisions of the Settlement.

15. Without affecting the finality of this Order and Final Judgment, jurisdiction is hereby retained by this Court for the purpose of protecting and implementing the Stipulation and the terms of this Order and Final Judgment, including the resolution of any disputes that may arise with respect to the effectuation of any of the provisions of the Stipulation, and for the entry of such further orders as may be necessary or appropriate in administering and implementing the

terms and provisions of the Settlement and this Order and Final Judgment and other matters related or ancillary to the foregoing.

Chancellor Leo E. Strine, Jr.