

**ACTION****Opioids Agreement with Distributors and J & J**

I move that the Selectboard ratify the settlements negotiated by the Vermont Attorney General's Office with the opioid distributors, McKesson, Cardinal, and Amerisource Bergen; and opioid manufacturers Johnson & Johnson and its subsidiary Janssen Pharmaceutical Companies, and to authorize the Town Manager to sign any documents or enter into any agreements to effectuate the settlements.

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

SARAH E.B. LONDON
CHIEF ASST. ATTORNEY GENERAL



TEL: (802) 828-3171
<http://www.ago.vermont.gov>

STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
MONTPELIER, VT
05609-1001

To: Speaker Jill Krowinski; President Pro Tempore Rebecca Balint; Jaye Johnson, Governor's Counsel; Senator Randy Brock; Representative Patricia McCoy; Catharine Benham, Joint Fiscal Office; Kristin Clouser, Deputy Secretary of Administration; Senator Jane Kitchel; Representative Mary Hooper; Senator Virginia Lyons; Representative Ann Pugh; Joyce McKeeman, Orange County Assistant Judge; Vermont League of Cities and Towns

From: Deputy Attorney General Joshua Diamond; Assistant Attorney General Jill Abrams

Date: September 14, 2021

Re: Vermont Attorney General's Executive Summary of Opioid Distributors and J&J Settlements

The Vermont Attorney General's Office has been fighting to end the opioid crisis and hold industry accountable for their role in promoting and profiting from the opioid epidemic. As a result of its efforts, both individually and collectively with State Attorneys General and thousands of other state subdivisions (e.g. cities, towns, and counties) settlements have been reached with Opioid Distributors and J&J.

The Distributors. A \$21 billion settlement is being proposed to settle lawsuits by State Attorneys General and thousands of state subdivisions (e.g., cities, towns, and counties) against the three major distributors, McKesson, Cardinal, and Amerisource Bergen (the "Distributors"). Vermont has been in litigation with McKesson and Cardinal, the two largest pharmaceutical distributors into Vermont, for almost 2 ½ years. We allege that the Distributors: distributed large quantities of addictive opioids into Vermont and failed to design and operate effective controls to monitor, identify, report, and prevent the fulfillment of suspicious orders that would create a risk of abuse; colluded in marketing efforts with the opioid manufacturers; and failed to implement effective anti-diversion programs. In so doing, the Distributors violated Vermont's

Consumer Protection Act, created a public nuisance, and otherwise engaged in negligent activities.

In addition to the State's lawsuits, four Vermont towns and cities – Bennington, Brattleboro, Saint Albans, and Sharon – also sued the Distributors.

J&J. A \$5 billion settlement is also being proposed to settle lawsuits and investigations by State Attorneys General and thousands of state subdivisions against Johnson & Johnson and Janssen ("J&J"), including those filed by the four Vermont towns and cities.

The Settlement Agreements for both the Distributors and J&J announced in July 2021 (the "SAs") provide ways for states and their subdivisions across the country to receive money. As explained below, the settlement is designed with incentives for states and subdivision to sign on so that the amount of money received is maximized.

This Executive Summary provides: (i) an overview of the settlement funds that Vermont may receive from the Distributors and J&J (ii) details about how Vermont can maximize the payments under the SAs, (iii) the steps needed to effectuate the settlement, (iv) other mechanics needed for the distribution of settlement monies, and (v) injunctive relief that will be imposed by the SAs. Differences between the Distributor and J&J settlements are noted.

I. The Settlement Funds

Distributors

Of the \$21 billion total settlement figure:

- \$19,045,346,616 is paid over 18 years for use by states and subdivisions to abate or remediate the opioid crisis.
- \$1.671 billion is paid towards attorneys' fees and costs. This includes attorneys' fees for the thousands of subdivisions who have sued.

The SA provides for other offsets, such as money specifically allocated for Tribes (2.58%). A net amount of approximately \$18.5 billion will be paid to states and their subdivisions.¹

The annual payments could be deferred within the 18 years if a Distributor suffers significant, demonstrable financial constraints. The SA also provides that the Distributors may advance some payments, subject to a discount rate for early payment.

¹ Additional reductions from the Distributor and J&J settlement amounts may occur for possible claims for reimbursement of opioid-related expenses by Medicaid and costs associated with the administration of the settlement funds that are not otherwise covered by interest generated from settlement funds held in escrow.

J&J

Of the \$5 billion total settlement figure:

- \$4,264,615,385 is paid over 10 years for use by states and subdivisions to abate or remediate the opioid crisis.
- \$ 465,384,615 is paid towards attorneys' fees and costs (including attorneys' fees for the thousands of subdivisions who have sued), payment to the Tribes, and potential outstanding liability of J&J pending a decision from the Oklahoma Supreme Court. ²

Both Settlements

The settlements are designed to be allocated in 3 "buckets":

- 15% to state subdivisions to be used to abate the opioid crisis (the "Subdivision Fund");
- 15% to states to remediate for past expenses of the opioid crisis or for future abatement (the "State Fund"); and
- 70% to a statewide abatement fund (the "Abatement Fund").

Each state has been allocated a percentage of the total Settlement Fund based on a formula that considers the number of opioid overdose deaths in the state, the number of people in the state with Opioid Use Disorder, the amount of state opioid sales, and population. Vermont's share of the Distributors settlement is .0284% (well over our .019 of the population), or approximately \$53 million over 18 years. Vermont's share of the J&J settlement is .2876050633% of the settlement proceeds, or a total of \$12,265,249 over 10 years.

II. Maximizing Vermont's Payment

The Distributors and J&J SAs are designed to incentivize sign-on by states and their subdivisions with a "Base" amount and four types of "Incentives." These Incentives are labeled A, B, C, and D. The total amount of money that comes into a state (to be shared 15%-15%-70%, as outlined above) depends on the incentive level attained.

Distributors

The Base amount is 55 % of the annual payment. The Incentive payments are A (which provides an additional 40% over the 55% Base payment), B (an additional 25% over the Base payment) C (an additional 15% over the Base payment), and D (an additional 5% over the Base payment). Whether a State qualifies for Incentive A, B, or C depends on the percentage of "Litigating" Subdivisions and "Non-Litigating" Primary Subdivisions that have released their claims. A

² States that sued J&J will receive reimbursement of their counsel fees from a \$67,307,691 fund. Vermont would receive \$262,047 (which is .3893298238% of the \$67,307,691 "Additional Restitution Amount" being paid to states that did not sue J&J) over Years 1-3 in addition to the \$12,265,249 it will receive from the J&J settlement.

Primary Subdivision is one that has a population of over 10,000. The SA has exhibits that identify each Litigating and Primary Subdivisions.³

In Years 1 and 2, all settling states are deemed eligible for the Base plus Incentive A. A state that does not continue to qualify for Incentive A after Year 2 will have its future payments reduced accordingly in Years 3 through 7.

Incentive A is our goal because we receive 95% of our payment every year. For Vermont to receive Incentive A for all 18 years, we need certain entities to sign on to the settlement by May 14, 2024. They are:

- the “Litigating Subdivisions” (Brattleboro, Bennington, Sharon, and St. Albans);
- Vermont towns with a population over 10,000 (Burlington, South Burlington, Colchester, Essex, Essex Junction, Rutland, Milton, and Williston); and
- 12 of our 14 counties (not Grand Isle or Essex).⁴

Any other Vermont subdivision with a population under 10,000 that also signs on will receive its allocated share of the 15% Subdivision Fund. If those other subdivisions do not sign on, their share will go to the 70% Abatement Fund.

Incentives B plus C equal Incentive A. Incentive B (which provides a 25% incentive payment) relates to the number of Litigating Subdivisions that sign on and C (which provides a 15% incentive payment) relates to towns over 30,000 that sign on, plus the number of Litigating Subdivisions that sign on. In Vermont, that would mean that Burlington plus all the Litigating Subdivisions would equal 40%. Incentive D (5% over the Base) begins in Year 6 and is paid to any state in which no subdivisions have brought new litigation or where a subdivision brings a lawsuit after the settlement that does not survive more than 6 months after a Distributor moves to dismiss the case.

There will be a Settlement Administrator that determines the yearly payments, and tells the states, Distributors, and an Enforcement Committee (comprised of settling states and subdivision members) the payment amount for that year 50 days in advance of the payment. States and subdivisions have the right to challenge the Settlement Administrator’s calculations. Challenges must be made 21 days in advance of the payment date.

The effective date of the SA is April 2, 2022. If a state’s consent judgment (the document filed with the Court by the Attorney General regarding our agreement to settle and release our claims against the Distributors) has been entered by the Court by that time, the funds will be released to the state, as well as to the subdivisions that have released their claims. If the Consent Judgement has not yet been entered, the funds will be paid 10 days after its entry.

³ See Exhibits C and G.

⁴ Subdivisions that do not sign on to the SA by January 2, 2022, and wait until May 14, 2024, will forgo receiving direct payments in years 1 and 2. Such payments will revert to the Abatement Fund. *Infra.*, section IV.

The payment date for Year 2 is July 15, 2022, and subsequent annual payments will also be made on July 15.

The Distributors may terminate the SA with a state whose consent judgment has not been entered by Oct. 2, 2022, or whose consent judgment was disapproved by the court and the time to appeal expired.

J&J

The SA provides 11 payments over 10 years, with 2 payments in 2022. The Base payment is 45% of the total and the Bonus is 55%. Similar to the Distributors' SA, there are four different types of Bonus payments identified as A, B, C, and D.

J&J must make its first two payments in July 2022, both of which are base payments. It is noted that while the Distributors provide the maximum payments to all states for 2 payment years, J&J does so only for the first payment year. However, as explained below, it is possible for Vermont to receive its payments for Years 1-4 on an accelerated basis.

Bonus A, which amounts to 50% of the total annual payment, requires sign-on of all Litigating Subdivisions and Nonlitigating Subdivisions with a population over 10,000. This includes the same subdivisions identified for the Distributors.⁵ States and their subdivisions may receive immediate acceleration of base and incentive payments 1-4 upon delivery of settlement agreements and releases of Litigating Subdivisions and Nonlitigating Subdivisions with a population exceeding 10,000 "within 90 days of notice, on or after the Effective Date." Assuming Vermont qualifies for Bonus A, it could receive \$6,547,167 (payments 1-4) within 90 days after Effective Date, which is approximately July 2022. The remaining payments (5-11) would resume in 2025 and continually annually thereafter.

Under Bonus B, a state can get 60% of the Bonus A payment (30% of the total) if all Litigating Subdivisions sign on but can qualify for a portion of Bonus B if Litigating Subdivisions representing 75% of the State's Litigating Subdivisions sign on. There is a sliding scale for the Bonus B payment based on resolution of Litigating Subdivisions' opioid liability claims.

Under Bonus C, a state can get 40% of Bonus A payment (20% of the total). There is a sliding scale based on resolution of the Litigating and Non-Litigating Primary Subdivisions (defined as 30,000 or more). It is in 2 parts. Under the first, a state can receive up to 75% of Bonus C if Litigating and Non-Litigating Primary Subdivisions representing 60% of the Primary Subdivisions' population sign on (above 30k population). Under Part 2, if the State already qualifies under Part 1, it can get an additional 25% of Bonus C if all 10 of its largest subdivisions, by population, sign-on.

Under Bonus D, a state gets an additional 5% of the total available payments starting in Year 5 if no Covered Special Districts in a state filed lawsuits after the Effective Date or survive a motion

⁵ *Supra.*, at p. 4 above.

to dismiss. Covered Special Districts are school, hospital and fire districts subject to certain population thresholds. Vermont has no qualifying Covered Special Districts, and therefore, we should receive Bonus D.

J&J's annual payments are due on July 1 in each year.

J&J may terminate the SA with a state whose consent judgment has not been entered by Oct. 2, 2022, or whose consent judgment was disapproved by the court and the time to appeal expired.

III. Necessary Steps Before Settlement Occurs

A. Key Trigger Dates and Sign-on to the Distributors and J&J Settlements by the State and its Subdivisions

The SAs sign-on are designed in two phases (with the goal of getting maximum participation of states and subdivisions) which are conditions to the Distributors' and J&J's agreements to consummate the settlements. The timing and steps are as follows:

1. State Sign-on

By August 21, 2021, each state must inform the Distributors and J&J whether it agrees to settle. Vermont provided such notice of its agreement to settle. On Sept. 4, 2021, the Distributors and J&J determined there are enough states signing on to move forward.

2. Subdivision Sign-on

Non-Litigating and Litigating Subdivisions both have the opportunity to become "Participating Subdivisions." It is in the interest of all states to get maximum subdivision participation so that the Distributors and J&J go forward with the settlement. Therefore, Litigating and Non-litigating Primary Subdivisions should sign onto the SAs before January 2, 2022.

By September 19, 2021, the States will send written notice of the opportunity to participate in the settlements to the Litigating Subdivisions (Bennington, Brattleboro, Sharon, and St. Albans) and the non-litigating subdivisions listed in Exhibit G to the SAs.⁶ Exhibit G provides the calculation of the relative allocation of funds available to the respective subdivision as a portion of the 15% subdivision settlement bucket.

To help facilitate the acceptance of the settlement by the Distributors and J&J Litigating and Non-Litigating subdivisions with a population over 10,000 should become a "Participating Subdivision," by executing the Subdivision Participation Form (Exhibit. K to the SAs and

⁶ . Exhibit G essentially comprises every Vermont City and Town along with 12 out of the 14 counties (Essex and Grand Isle counties are excluded).

attached to this memo) and return it to the Settlement Fund Administrator by Jan. 2, 2022. Exhibit K says that the subdivision agrees to the terms of the SAs relating to subdivisions, releases its claims against the Released Entities (defined in the SAs), the subdivision will use any monies received for Opioid Remediation Uses (listed in Exhibit E and discussed below), and that it submits to the jurisdiction of the court where the State will file its Consent Judgment (Chittenden County Superior Court). The court has jurisdiction for the limited purpose of overseeing the execution of the agreement.

Vermont subdivisions with populations under 10,000 will be allocated modest sums as part of the subdivision bucket.⁷ If they sign a release, they will receive those sums directly. If they do not sign a release, the sums allocated to them will go to the Abatement Fund.

A subdivision can still become a Participating Subdivision after Jan. 2, 2022, but it will receive fewer payments than it otherwise would have.

States across the country must inform the Distributors and J&J, by January 17, 2022, if there is sufficient subdivision participation to proceed. Whether the numbers are “sufficient” is determined by a formula in the SAs that adds together the subdivisions of all states. The Distributors and J&J will again consider whether to move forward with the SAs after learning how many subdivisions across the country will join the settlement. The Distributors and J&J determine whether sign-on participation is sufficient by February 1, 2022.

As set forth above, 12 out of 14 Vermont counties may receive a portion of the subdivision funds despite Vermont’s unique county governance structure, which is limited to the operation of county courts. Those funds may be contributed to the Abatement Fund so long as the side judges sign releases and directs those funds accordingly.

IV. Other Mechanics for Distribution of Monies

The SAs provides a default mechanism for distributing the Abatement Fund that comprises 70% of the settlement monies. The default mechanism requires the State to designate an agency that will request the monies for approved purposes. Those approved purposes can be found at Exhibit E to the SAs, which is attached to this memo.⁸ These approved purposes include, but are not limited to:

- MAT Treatment; Naloxone for overdoses;
- Treatment for those with opioid use disorder;
- Treatment for mothers and infants with neonatal abstinence syndrome;

⁷ . See Exhibit G for percentages attributed to the requisite subdivisions that are allocated from the 15% Subdivision bucket.

⁸ It is noted that various Vermont agencies and departments provided substantial input into the list of approved abatement purposes. These include the Vermont Department of Health, Vermont Department of Public Safety, and Blueprint for Health.

- Recovery services;
- Prevention programs;
- Expanding syringe service programs;
- Addressing the needs of persons with opioid use disorder or co-occurring conditions who are at risk of, involved in, or transitioning out of the criminal justice system;
- Support for first responders; and
- Related training; research.

In addition, an Advisory Committee must be established to make recommendations to the designated agency for spending of the Abatement Fund. The SAs require that the Advisory Committee be comprised of an equal number of both state and subdivision representatives. The SAs also require that the Advisory Committee have written guidelines for the appointment, removal, and terms of service for its members; a meeting schedule; and a process for receiving input from the cities and town regarding their needs and proposals for abatement. The Settlement Agreement is silent as to who is the assigning authority for the Advisory Committee.⁹

VI. Key Injunctive Terms

Distributors

In addition to the money, we obtained key injunctive terms so that the Distributors' current behavior does not continue. The injunctive relief terms prohibit the shipping of suspicious orders and implement a system designed so regulators know where the drugs are going. It must be put into place by July 2, 2022.

Here is an overview that will be incorporated into court orders requiring Cardinal, McKesson, and AmerisourceBergen to:

- Establish a centralized independent clearinghouse to provide all three distributors and state regulators with aggregated data and analytics about where controlled substances are going and how often, eliminating blind spots in the current systems used by distributors;
- Use data-driven systems to detect suspicious opioid orders from customer pharmacies;

⁹ It is believed that designation of the respective state agency and creation of Advisory Committee can be established by either legislation or an executive order. While this Memorandum does not address the Purdue Bankruptcy, it is contemplated that a similar mechanism will be required for the disbursement of funds for opioid abatement. Other criteria under the terms of the proposed bankruptcy discharge plan include a chair for the advisory committee that is non-voting, representatives who have expertise in areas of public health, substance abuse, and health care equity, and the requirement to meet at least four times annually.

- Terminate customer pharmacies' ability to receive shipments, and report those companies to state regulators, when they show certain signs of diversion;
- Prohibit shipping of and report suspicious opioid orders;.
- Prohibit sales staff from influencing decisions related to identifying suspicious opioid orders; and
- Require senior corporate officials to engage in regular oversight of anti-diversion efforts including the appointment of Chief Diversion Control Officer to oversee injunctive Controlled substance Monitoring Program.

J&J

The injunctive terms include the following:

- J&J will not manufacture or sell any opioids for distribution in the U.S. (except Nucynta because it has an existing manufacturing contract with another company);
- It is not permitted to promote any opioid or opioid product, including products used for the treatment of opioid-induced side effects;
- It is not permitted to promote the treatment of pain except with non-opioids like Tylenol and Motrin; and
- J&J will not directly or indirectly provide financial or other support to a third party that promotes opioids, opioid products or products that treat opioid-induced side effects.



NPD

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NPD AR-647-631

Aaron Frank Town Manager

781 Blakely Rd

Colchester, VT 05446

TO LOCAL POLITICAL SUBDIVISIONS: IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT. SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE. THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements ("Settlements") have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Janssen").

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Vermont has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. However, if the individual subdivision does not participate, the allocated sums will go to the Abatement Fund.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Vermont has elected to participate in both of the national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created. The Vermont Attorney General's Office web site also contains information about the Settlements at: <https://ago.vermont.gov/opioid-settlement/>. Questions can also be directed to the Vermont Attorney General's Office at ago.opioidsettlement@vermont.gov.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and must be executed using the "DocuSign" service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Identification Number to use to register is: C69BUY

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to the default provisions in the agreements. Within the State of Vermont, the settlement funds are allocated into three (3) buckets. They are:

- 15% to state subdivisions to be used to abate the opioid crisis (the "Subdivision Fund");
- 15% to states to remediate for past expenses of the opioid crisis or for future abatement (the "State Fund"); and
- 70% to a statewide abatement fund (the "Abatement Fund").

Exhibit G of the Settlement Agreements provides the calculation of the relative allocation of funds available to the respective subdivision as a portion of the 15% subdivision settlement bucket. Further information is available from at the Vermont Attorney General's web site: <https://ago.vermont.gov/opioid-settlement/>.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in the State of Vermont. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex, and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements. It is noted that Vermont cities and towns who did not participate in the MDL have the same opportunity to receive settlement proceeds as those jurisdictions that filed a lawsuit.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments access to funds designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country. These settlement processes will provide funds to address the epidemic in our communities;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation by subdivisions litigating in Vermont and those whose populations exceed 10,000, also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to help abate the crisis and provide relief in the State of Vermont while litigation and settlement discussions proceed against other defendants in the opioid industry;

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to “opt in” to the Settlements. If you do not act, you will not receive any settlement funds. If litigating subdivisions and those in excess of 10,000 citizens do not “opt in,” we will not be able to achieve the participation thresholds necessary to maximize the amount of available abatement funds to our state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General’s Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022, deadline to be an initial participating subdivision. Again, the Attorney General’s Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing using DocuSign.

We urge you to view the national settlement website and the Vermont Attorney General’s web page at <https://ago.vermont.gov/opioid-settlement/> at your earliest convenience. These web sites contain information and documents regarding the national Settlements. Questions about the settlements can also be directed to the Vermont Attorney General’s Office at ago.opiodsettlement@vermont.gov.

DISTRIBUTOR SETTLEMENT **AGREEMENT**

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DISTRIBUTOR SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of July 21, 2021 (the “*Agreement*”), sets forth the terms of settlement between and among the Settling States, the Settling Distributors, and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section II and Section VIII, this Agreement will be binding on all Settling States, Settling Distributors, and Participating Subdivisions. This Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

I. Definitions

For all sections of this Agreement except Exhibit E and Exhibit P, the following definitions apply:

- A. “*Abatement Accounts Fund.*” The component of the Settlement Fund described in Section V.E.
- B. “*Additional Restitution Amount.*” The amount available to Settling States listed on Exhibit N totaling \$282,692,307.70.
- C. “*Agreement.*” This agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.
- D. “*Alleged Harms.*” The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Settling Distributors.
- E. “*Allocation Statute.*” A state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation set forth in Section V.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.
- F. “*Annual Payment.*” The total amount payable to the Settlement Fund Administrator by the Settling Distributors on the Payment Date each year, as calculated by the Settlement Fund Administrator pursuant to Section IV.B.1.e. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section X.
- G. “*Appropriate Official.*” As defined in Section XIV.F.3.
- H. “*Bankruptcy Code.*” Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

I. “*Bar.*” Either: (1) a law barring Subdivisions in a State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full) or (2) a ruling by the highest court of the State (or, in a State with a single intermediate court of appeals, the intermediate court of appeals when not subject to further review by the highest court of the State) setting forth the general principle that Subdivisions in the State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Payments by Settling Distributors under this Agreement) shall not constitute a Bar.

J. “*Case-Specific Resolution.*” Either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Payments by Settling Distributors under this Agreement) shall not constitute a Case-Specific Resolution.

K. “*Claim.*” Any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

L. “*Claim-Over.*” A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

M. “*Compensatory Restitution Amount.*” The aggregate amount paid or incurred by the Settling Distributors hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys’ fees, investigation costs or litigation costs.

N. *"Consent Judgment."* A state-specific consent judgment in a form to be agreed by the Settling States and the Settling Distributors prior to the Initial Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section XI.A, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

O. *"Covered Conduct."* Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Reference Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Released Entity; or (4) diversion control programs or suspicious order monitoring; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include non-compliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals.

P. *"Designated State."* New York.

Q. *"Effective Date."* The date sixty (60) calendar days after the Reference Date.

R. *"Enforcement Committee."* A committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to Section XIV.Q shall be provided when there are changes in membership or contact information.

S. *"Final Order."* An order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek certiorari, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for certiorari, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay, or rehearing was sought, or (b) the time to appeal further or seek certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing is pending.

T. *"Global Settlement Abatement Amount."* The abatement amount of \$19,045,384,616.

U. *"Global Settlement Amount."* The Global Settlement Amount is \$21 billion, which shall be divided into the Global Settlement Abatement Amount, the Additional Restitution Amount, and the Global Settlement Attorney Fee Amount.

V. *"Global Settlement Attorney Fee Amount."* The attorney fee amount of \$1,671,923,077.

W. *"Incentive Payment A."* The incentive payment described in Section IV.F.1.

X. *"Incentive Payment B."* The incentive payment described in Section IV.F.2.

Y. *"Incentive Payment C."* The incentive payment described in Section IV.F.3.

Z. *"Incentive Payment D."* The incentive payment described in Section IV.F.4.

AA. *"Incentive Payment Final Eligibility Date."* With respect to a Settling State, the date that is the earlier of (1) the fifth Payment Date, (2) the date of completion of opening statements in a trial of any action brought by a Subdivision in that State that includes a Released Claim against a Released Entity when such date is more than two (2) years after the Effective Date, or (3) two (2) years after the Effective Date in the event a trial of an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity began after the Initial Participation Date but before two (2) years after the Effective Date.

BB. *"Initial Participating Subdivision."* A Subdivision that meets the requirements set forth in Section VII.D.

CC. *"Initial Participation Date."* The date one hundred twenty (120) calendar days after the Preliminary Agreement Date, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

DD. *"Injunctive Relief Terms."* The terms described in Section III and set forth in Exhibit P.

EE. *"Later Litigating Subdivision."* A Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Trigger Date; or (2) adds a Released Claim against a Released Entity after the Trigger Date to a lawsuit brought before the Trigger Date that, prior to the Trigger Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Trigger Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific

Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Trigger Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

FF. *"Later Participating Subdivision."* A Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in Section VII.E.

GG. *"Litigating Subdivision."* A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date; *provided, however*, that a Subdivision (or Subdivision official) that is a Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of all Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

HH. *"National Arbitration Panel."* The panel comprised as described in Section VI.F.2.b.

II. *"National Disputes."* As defined in Section VI.F.2.a.

JJ. *"Net Abatement Amount."* The Global Settlement Abatement Amount as reduced by the Tribal/W. Va. Subdivision Credit.

KK. *"Net Settlement Prepayment Amount."* As defined in Section IV.J.1.

LL. *"Non-Litigating Subdivision."* Any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

MM. *"Non-Participating Subdivision."* Any Subdivision that is not a Participating Subdivision.

NN. *"Non-Party Covered Conduct Claim."* A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

OO. *"Non-Party Settlement."* A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

PP. *"Non-Released Entity."* An entity that is not a Released Entity.

QQ. *"Non-Settling State."* Any State that is not a Settling State.

RR. *"Offset Cap."* The per-State dollar amount which the dollar-for-dollar offset described in Section XII.A cannot exceed in a Payment Year, to be calculated by multiplying the

amount of the relevant Annual Payment apportioned to the State and to its Subdivisions for that Payment Year by the percentage for the applicable Participation Tier as set forth in Exhibit D.

SS. “*Opioid Remediation.*” Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures¹ except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.

TT. “*Opioid Tax.*” Any tax, assessment, license fee, surcharge or any other fee (other than a fixed prospective excise tax or similar tax or fee that has no restriction on pass-through) imposed by a State on a Settling Distributor on the sale, transfer or distribution of opioid products; *provided, however*, that neither the Excise Tax on sale of Opioids, Article 20-D of New York’s Tax Law nor the Opioid Stewardship Act, Article 33, Title 2-A of New York’s Public Health Law shall be considered an Opioid Tax for purposes of this Agreement.

UU. “*Overall Allocation Percentage.*” A Settling State’s percentage as set forth in Exhibit F. The aggregate Overall Allocation Percentages of all States (including Settling States and Non-Settling States) shall equal one hundred percent (100%).

VV. “*Participating Subdivision.*” Any Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.B and Section VII.C. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

WW. “*Participation Tier.*” The level of participation in this Agreement as determined pursuant to Section VIII.C using the criteria set forth in Exhibit H.

XX. “*Parties.*” The Settling Distributors and the Settling States (each, a “*Party*”).

YY. “*Payment Date.*” The date on which the Settling Distributors make the Annual Payment pursuant to Section IV.B.

ZZ. “*Payment Year.*” The calendar year during which the applicable Annual Payment is due pursuant to Section IV.B. Payment Year 1 is 2021, Payment Year 2 is 2022 and so forth. References to payment “*for a Payment Year*” mean the Annual Payment due during that year. References to eligibility “*for a Payment Year*” mean eligibility in connection with the Annual Payment due during that year.

AAA. “*Preliminary Agreement Date.*” The date on which the Settling Distributors are to inform the Settling States of their determination whether the condition in Section II.B has been satisfied. The Preliminary Agreement Date shall be no more than fourteen (14) calendar days after the end of the notice period to States, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

¹ Reimbursement includes amounts paid to any governmental entities for past expenditures or programs.

BBB. *"Prepayment Notice."* As defined in Section IV.J.1.

CCC. *"Primary Subdivision."* A Subdivision that is a General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with population over 10,000; *provided, however*, that as used in connection with Incentive Payment C, the population threshold is 30,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each State.

DDD. *"Prior Litigating Subdivision"* A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however*, that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, the Settling Distributors and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

EEE. *"Product."* Any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or "cocktail" of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Effective Date.

FFF. *"Reference Date."* The date on which the Settling Distributors are to inform the Settling States of their determination whether the condition in Section VIII has been satisfied. The Reference Date shall be no later than thirty (30) calendar days after the Initial Participation Date, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

GGG. *"Released Claims."* Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against a Settling Distributor by any Settling State or Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims

that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, Subdivision, or Releasor (whether or not such State, Subdivision, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a Later Litigating Subdivision or other non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

HHH. *"Released Entities."* With respect to Released Claims, the Settling Distributors and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Distributor; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Distributors or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of each Settling Distributor or its subsidiaries, including in any Settling Distributor or subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of the Settling Distributors (solely in their capacity as parents or shareholders of the applicable Settling Distributor with respect to Covered Conduct); and (6) any insurer of any Settling Distributor or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section XI.C). Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, CVS Health Corp., Walgreens Boots Alliance, Inc., and Walmart Inc. (collectively, the "*Pharmacies*") are not Released Entities, nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of a Settling Distributor is a Released Entity, including any joint venture between a Settling Distributor or any Settling Distributor's subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); *provided, however*, that any joint venture partner of a Settling Distributor or a Settling Distributor's subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. Lists of Settling Distributors' subsidiaries, joint ventures, and predecessor entities are appended to this Agreement as Exhibit J. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit J are Released Entities. With respect to wholly-owned subsidiaries (including predecessor entities), Exhibit J represents a good faith effort by the Settling Distributors to list all such entities, but any and all wholly-owned subsidiaries (including predecessor entities) of any Settling Distributor are Released Entities, whether or not they are listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Settling Distributor after the Reference Date is not a Released Entity.

III. “*Releasors.*” With respect to Released Claims, (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State’s Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State’s and Participating Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State’s Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in Section XI.G. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision’s authority.

JJJ. “*Revocation Event.*” With respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

KKK. “*Settlement Class Resolution.*” A class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that State that (1) conforms with that Settling State’s statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Settling Distributors other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that State opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

LLL. “*Settlement Fund.*” The interest-bearing fund established pursuant to this Agreement into which the Annual Payments are made under Section IV.

MMM. “*Settlement Fund Administrator.*” The entity that annually determines the Annual Payment (including calculating Incentive Payments pursuant to Section IV and any amounts subject to suspension, offset, or reduction pursuant to Section XII and Section XIII), annually determines the Participation Tier pursuant to Section VIII.C, administers the Settlement Fund, and distributes amounts into the Abatement Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Settling Distributors and the Enforcement Committee shall agree to selection and removal processes for and the identity of the Settlement Fund Administrator, and a detailed description of the Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, all of which shall be appended to the Agreement as Exhibit L.

NNN. “*Settlement Fund Escrow.*” The interest-bearing escrow fund established pursuant to this Agreement to hold disputed or suspended payments made under this Agreement, and to hold the first Annual Payment until the Effective Date.

OOO. “*Settlement Payment Schedule.*” The schedule attached to this Agreement as Exhibit M.

PPP. “*Settlement Prepayment.*” As defined in Section IV.J.1.

QQQ. “*Settlement Prepayment Reduction Schedule.*” As defined in Section IV.J.1.

RRR. “*Settling Distributors.*” McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (each, a “*Settling Distributor*”).

SSS. “*Settling State.*” A State that has entered into this Agreement with all Settling Distributors and delivers executed releases in accordance with Section VIII.A.

TTT. “*State.*” With the exception of West Virginia, which has addressed its claims separately and is excluded from participation in this Agreement, the states, commonwealths, and territories of the United States of America, as well as the District of Columbia. The 55 States are listed in Exhibit F. Additionally, the use of non-capitalized “state” to describe something (*e.g.*, “state court”) shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (*e.g.*, “territorial court”).

UUU. “*State Fund.*” The component of the Settlement Fund described in Section V.C.

VVV. “*State-Subdivision Agreement.*” An agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit Q or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify

if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

WWW. “*Statutory Trust.*” A trust fund established by state law to receive funds allocated to a Settling State’s Abatement Accounts Fund and restrict any expenditures made using funds from such Settling State’s Abatement Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such State’s Settlement Fund, but this is not required.

XXX. “*Subdivision.*” Any (1) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.² The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.³ “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.⁴ References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State; *provided, however*, that a “Health District” that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

YYY. “*Subdivision Allocation Percentage.*” The portion of a Settling State’s Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V.C or Section V.D if it becomes a Participating Subdivision. The aggregate Subdivision Allocation

² <https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html>

³ *E.g.*, U.S. Census Bureau, “Technical Documentation: 2017 Public Use Files for State and Local Government Organization” at 7 (noting that “the Census Bureau recognizes five basic types of local governments,” that three of those are “general purpose governments” (county governments, municipal governments, and township governments), and that the other two are “school district and special district governments”), https://www2.census.gov/programs-surveys/gus/datasets/2017/gov_org_meth_tech_doc.pdf.

⁴ A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and categorizes them by “FUNCTION_NAME.” “Govt_Units_2017_Final” spreadsheet, “Special District” sheet, included in “Independent Governments - list of governments with reference information,” <https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html>. As used herein, “Fire District” corresponds to Special District function name “24 – Local Fire Protection,” “Health District” corresponds to Special District function name “32 – Health,” “Hospital District” corresponds to Special District function name “40 – Hospitals,” and “Library District” corresponds to Special District function name “52 – Libraries.” *See id.*

Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, or upon any, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

ZZZ. “*Subdivision Fund.*” The component of the Settlement Fund described in Section V.C.

AAAA. “*Subdivision Settlement Participation Form.*” The form attached as Exhibit K that Participating Subdivisions must execute and return to the Settlement Fund Administrator.

BBBB. “*Suspension Amount.*” The amount calculated as follows: the per capita amount corresponding to the applicable Participation Tier as set forth in Exhibit D multiplied by the population of the Later Litigating Subdivision.

CCCC. “*Suspension Cap.*” The amount calculated as follows: the suspension percentage corresponding to the applicable Participation Tier as set forth in Exhibit D multiplied by the amount of the relevant Annual Payment apportioned to the State of the Later Litigating Subdivision and to Subdivisions in that State in each year of the suspension.

DDDD. “*Suspension Deadline.*” With respect to a lawsuit filed by a Later Litigating Subdivision asserting a Released Claim, the deadline set forth in Exhibit D corresponding to the applicable Participation Tier.

EEEE. “*Threshold Motion.*” A motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

FFFF. “*Tribal/W. Va. Subdivision Credit.*” The Tribal/W. Va. Subdivision Credit shall equal 2.58% of the Global Settlement Abatement Amount.

GGGG. “*Trigger Date.*” In the case of a Primary Subdivision, the Reference Date. In the case of all other Subdivisions, the Preliminary Agreement Date.

II. Participation by States and Condition to Preliminary Agreement

A. *Notice to States.* On July 22, 2021 this Agreement shall be distributed to all States. The States' Attorneys General shall then have a period of thirty (30) calendar days to decide whether to become Settling States. States that determine to become Settling States shall so notify the National Association of Attorneys General and Settling Distributors and shall further commit to obtaining any necessary additional State releases prior to the Reference Date. This notice period may be extended by written agreement of the Settling Distributors and the Enforcement Committee.

B. *Condition to Preliminary Agreement.* Following the notice period set forth in Section II.A above, the Settling Distributors shall determine on or before the Preliminary Agreement Date whether, in their sole discretion, enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. If the Settling Distributors determine that this condition has been satisfied, and that notice to the Litigating Subdivisions should proceed, they will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator on the Preliminary Agreement Date. If the Settling Distributors determine that this condition has not been satisfied, they will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Later Joinder by States.* After the Preliminary Agreement Date, a State may only become a Settling State with the consent of the Settling Distributors, in their sole discretion. If a State becomes a Settling State more than sixty (60) calendar days after the Preliminary Agreement Date, but on or before January 1, 2022, the Subdivisions in that State that become Participating Subdivisions within ninety (90) calendar days of the State becoming a Settling State shall be considered Initial Participating Subdivisions. A State may not become a Settling State after January 1, 2022.

D. *Litigation Activity.* Following the Preliminary Agreement Date, States that determine to become Settling States shall make best efforts to cease litigation activity against Settling Distributors, including by jointly seeking stays or severance of claim against the Settling Distributors, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied.

III. Injunctive Relief

A. *Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the entry of the injunctive relief terms attached in Exhibit P.

IV. Settlement Payments

A. *Settlement Fund.* All payments under this Section IV shall be made into the Settlement Fund, except that, where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section V.

B. *Annual Payments.* The Settling Distributors shall make eighteen (18) Annual Payments, each comprised of base and incentive payments as provided in this Section IV, as well as fifty percent (50%) of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund as provided in Section V.C.5, and as determined by the Settlement Fund Administrator as set forth in this Agreement.

1. All data relevant to the determination of the Annual Payment and allocations to Settling States and their Participating Subdivisions listed on Exhibit G shall be submitted to the Settlement Fund Administrator no later than sixty (60) calendar days prior to the Payment Date for each Annual Payment. The Settlement Fund Administrator shall then determine the Annual Payment, the amount to be paid to each Settling State and its Participating Subdivisions included on Exhibit G, and the amount of any Settlement Fund Administrator costs and fees, all consistent with the provisions in Exhibit L, by:

- a. determining, for each Settling State, the amount of base and incentive payments to which the State is entitled by applying the criteria under Section IV.D, Section IV.E, and Section IV.F;
- b. applying any suspensions, offsets, or reductions as specified under Section IV, Section XII, and Section XIII;
- c. applying any adjustment required as a result of prepayment or significant financial constraint, as specified under Section IV.J and Section IV.K;
- d. determining the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund, as well as the amounts, if any, of such costs and fees owed by Settling Distributors and out of the Settlement Fund pursuant to Section V.C.5;
- e. determining the total amount owed by Settling Distributors (including any amounts to be held in the Settlement Fund Escrow pending resolution of a case by a Later Litigating Subdivision as described in Section XII) to all Settling States and the Participating Subdivisions listed on Exhibit G; and
- f. the Settlement Fund Administrator shall then allocate, after subtracting the portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, the Annual Payment pursuant to Section V.C and Section V.D among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions listed on Exhibit G.

2. The Settlement Fund Administrator shall also apply the allocation percentages set forth in Section IV.I and determine for each Settling Distributor the amount of its allocable share of the Annual Payment. For the avoidance of doubt, each Settling Distributor's liability for its share of the Annual Payment is several, and not joint.

3. As soon as possible, but no later than fifty (50) calendar days prior to the Payment Date for each Annual Payment and following the determination described in Section IV.B.1 and Section IV.B.2, the Settlement Fund Administrator shall give notice to the Settling Distributors, the Settling States, and the Enforcement Committee of the amount of the Annual Payment (including the amount of the Settlement Fund to be allocated to the Settlement Fund Administrator in costs and fees pursuant to Section V.C.5), the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State's Participating Subdivisions listed on Exhibit G. The Settlement Fund Administrator shall also give notice to each Settling Distributor of the amount of its allocable share of the Annual Payment, including its allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5.

4. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, any party may dispute, in writing, the calculation of the Annual Payment (including the amount allocated for Settlement Fund Administrator costs and fees), or the amount to be received by a Settling State and/or its Participating Subdivisions listed on Exhibit G. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

5. Within twenty-one (21) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the basis for disagreement with the notice of dispute.

6. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and each Settling Distributor shall pay its allocable share of the adjusted amount, collectively totaling that year's Annual Payment, on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify the Settling Distributors of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settling Administrator or the amount that would be consistent with the notice of dispute, *provided, however*, that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of Base and Incentive Payments A and D for that Payment Year as set forth on Exhibit M. For the avoidance of doubt, a transfer of suspended payments from the Settlement Fund Escrow pursuant to Section XII.A.2 does not count toward determining whether the amount to be paid is higher than the maximum amount of Base and Incentive Payments A and D for that Payment Year as set forth on Exhibit M.

7. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by the Settling Distributors into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating

Subdivisions listed on Exhibit G within fifteen (15) calendar days of the Payment Date or at such later time as directed by each Settling State.

8. Disputes described in this subsection shall be resolved in accordance with the terms of Section VI.F.

9. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

C. *Procedure for Annual Payment in Payment Years 1 and 2.* The process described in Section IV.B shall not apply to Payment Years 1 and 2. The procedure in lieu of Section IV.B.1 for Payment Years 1 and 2 is as set forth below:

1. The Payment Date for Payment Year 1 is September 30, 2021. *Provided* that the condition set forth in Section II.B has been satisfied, on or before such date, the Settling Distributors shall pay into the Settlement Fund Escrow the total amount of the base payment, Incentive Payment A for the Settling States (the amount specified in Exhibit M for Payment Year 1 reduced by the allocable share of any Non-Settling States), and the Settling Distributors' allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5. In the event that, in accordance with the terms of Section VIII.A, the Settling Distributors determine not to proceed with the Settlement, or the Settlement does not become effective for any other reason, the funds held in the Settlement Fund Escrow shall immediately revert to the Settling Distributors. If the condition set forth in Section VIII.A is met, the Settlement Fund Administrator shall allocate the Annual Payment, after subtracting the portion of Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, pursuant to Section V.C and Section V.D among the Settling States and their Participating Subdivisions listed on Exhibit G. The portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5 shall be available to the Settlement Fund Administrator for the payment of such costs and fees immediately. The remainder of the Annual Payment for Payment Year 1 shall be transferred by the Settlement Fund Administrator on the Effective Date from the Settlement Fund Escrow to the Settlement Fund and then to each Settling State and to its Initial Participating Subdivisions included on Exhibit G; *provided, however*, that for any Settling State where the Consent Judgment has not been entered as of the Effective Date, the funds allocable to that Settling State and its Participating Subdivisions included on Exhibit G shall not be transferred from the Settlement Fund Escrow or disbursed until ten (10) calendar days after the entry of the Consent Judgment in that State; and, *provided, further*, the Settlement Fund Administrator shall leave in the Settlement Fund Escrow funds allocated to Subdivisions included on Exhibit G that are not Initial Participating Subdivisions. Should such a Subdivision become a Participating Subdivision between the Initial Participation Date and the Effective Date, the allocation for such Participating Subdivision shall be transferred to the Settlement Fund and paid to the Participating Subdivision at the same time as Initial Participating Subdivisions in that State are paid.

2. The Payment Date for Payment Year 2 is July 15, 2022. On or before such date, the Settling Distributors shall pay into the Settlement Fund the total amount of the base payment, Incentive Payment A for the Settling States (the amount specified in Exhibit M for Payment Year 2 reduced by the allocable share of any Non-Settling States), and the Settling Distributors' allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5. The portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5 shall be available to the Settlement Fund Administrator for the payment of such costs and fees immediately. The Settlement Fund Administrator shall disburse the remaining amounts to each Settling State and to its Participating Subdivisions included on Exhibit G within fifteen (15) calendar days of the Payment Date or at such later time as directed by each Settling State. If a Settling State enacts a legislative Bar after the Initial Participation Date, but before July 15, 2022, a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII prior to July 15, 2022 (but was not an Initial Participating Subdivision) shall be eligible to receive its allocated share (if any) for Payment Year 2, and it shall also receive any amounts allocated to it for Payment Year 1 from the Settlement Fund Escrow.

3. Any amounts remaining in the Settlement Fund Escrow for allocations to Subdivisions listed on Exhibit G that have not become Participating Subdivisions after all payments for Payment Year 2 are disbursed shall be transferred to the Settlement Fund and disbursed to the appropriate sub-funds in each Settling State pursuant to Section V.D.5.

4. Any disputes as to the allocation of the Annual Payments in Payment Years 1 and 2 shall be resolved pursuant to the process set forth in Section IV.B.3 through Section IV.B.8, except that in Payment Year 1, the Settlement Fund Administrator shall have until ten (10) calendar days after the Initial Participation Date to give notice of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Initial Participating Subdivision in the Settling States that is listed on Exhibit G.

D. *Payment Date for Subsequent Payment Years.* The Payment Date for Payment Year 3 and successive Payment Years is July 15 of the third and successive years and the Annual Payment shall be made pursuant to the process set forth in Section IV.B, except that, with respect to Payment Year 3, Settling States shall have up to the Payment Date to become eligible for Incentive Payment A and thus avoid the reductions set forth in Section XIII. If a Settling State enacts a Bar less than sixty (60) calendar days before the Payment Date for Payment Year 3, each Settling Distributor shall pay, within thirty (30) calendar days of the Payment Year 3 Payment Date, its allocable share, pursuant to Section IV.I, of the difference between the Annual Payment as calculated by the Settlement Fund Administrator and the amount that would have been owed had the Settlement Fund Administrator taken the Bar into account.

E. *Base Payments.* Subject to the suspension, reduction, and offset provisions set forth in Section XII and Section XIII, the Settling Distributors shall collectively make base

payments equal to fifty-five percent (55%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. These payments will be due in installments consistent with Exhibit M over the eighteen (18) Payment Years and as adjusted by the Settlement Fund Administrator pursuant to the provisions in Section IV, Section XII, and Section XIII.

F. *Incentive Payments.* Subject to the suspension, offset, and reduction provisions set forth in Section XII and Section XIII, the Settling Distributors shall collectively make potential additional incentive payments totaling up to a maximum of forty-five percent (45%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States, with the actual amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The incentive payments shall be divided among four (4) categories, referred to as Incentive Payments A-D. Incentive Payments A-C will be due in installments over the eighteen (18) Payment Years, and Incentive Payment D will be due in installments over thirteen (13) years beginning with Payment Year 6. The total amount of incentive payments in an Annual Payment shall be the sum of the incentive payments for which individual Settling States are eligible for that Payment Year under the criteria set forth below. The incentive payments shall be made with respect to a specific Settling State based on its eligibility for that year under the criteria set forth below.

1. Incentive Payment A. Incentive Payment A shall be equal to forty percent (40%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States, provided all Settling States satisfy the requirements of Incentive Payment A. Incentive Payment A will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment A and shall equal a total potential maximum of \$7,421,605,477 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's share of Incentive Payment A in a given year, *provided* that Settling State is eligible, shall equal the total maximum amount available for Incentive Payment A for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment A is as follows:

a. For the Payment Years 1 and 2, all Settling States are deemed eligible for Incentive Payment A.

b. For each Payment Year other than Payment Years 1 and 2, a Settling State is eligible for Incentive Payment A if, as of sixty (60) calendar days prior to the Payment Date (except that in Payment Year 3, this date is as of the Payment Date), (i) there is a Bar in that State in full force and effect, (ii) there is a Settlement Class Resolution in that State in full force and effect, (iii) the Released Claims of all of the following entities are released through the execution of Subdivision Settlement Participation Forms, or there is a Case-Specific Resolution against such entities: all Primary Subdivisions, Litigating Subdivisions, School Districts with a K-12 student enrollment of at least 25,000 or .10% of a State's population, whichever is greater, and Health Districts and Hospital Districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; or (iv) a combination of

the actions in clauses (i)-(iii) has achieved the same level of resolution of Claims by Subdivisions (e.g., a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. The Settling Distributors and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

c. Notwithstanding Section IV.F.1.b, for each Payment Year other than Payment Years 1 and 2, a Settling State that is not eligible for Incentive Payment A as of the Incentive Payment Final Eligibility Date shall not be eligible for Incentive Payment A for that Payment Year or any subsequent Payment Years.

d. If the Settling Distributors made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently removed, revoked, rescinded, reversed, overruled, interpreted in a manner to limit the scope of the release, or otherwise deprived of force or effect in any material respect, that Settling State shall not be eligible for Incentive Payment A thereafter, unless the State requalifies for Incentive Payment A through any method pursuant to Section IV.F.1.b, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by Settling Distributor in the interim, except that, if the re-imposition occurs after the completion of opening statements in a trial involving a Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by the Settling Distributors).

e. In determining the amount of Incentive Payment A that Settling Distributors will pay in a Payment Year and each Settling State's share, if any, of Incentive Payment A for that Payment Year, the Settlement Fund Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment A; (ii) multiply the Overall Allocation Percentage for each such eligible Settling State by the maximum amount that Settling Distributors could owe with respect to Incentive Payment A for that Payment Year as listed on Exhibit M. The amount calculated in (ii) shall be the amount allocated to a Settling State eligible for Incentive Payment A for that Payment Year and the aggregate of each such amount for Settling States eligible for Incentive Payment A shall be the amount of Incentive Payment A Settling Distributors are obligated to pay in that Payment Year, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII.

2. Incentive Payment B. Incentive Payment B shall be available to Settling States that are not eligible for Incentive Payment A for the applicable Payment Year. Incentive Payment B shall be equal to up to twenty-five percent (25%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the

Settling States. Incentive Payment B will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment B and equal a total potential maximum of \$4,638,503,423 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's maximum share of Incentive Payment B in a given year shall equal the total maximum amount available for Incentive Payment B for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment B is as follows:

a. A Settling State is not eligible for Incentive Payment B for a Payment Year for which it is eligible for Incentive Payment A.

b. Subject to Section IV.F.2.a, the amount of Incentive Payment B for which a Settling State is eligible in a Payment Year shall be a percentage of that State's maximum share of Incentive Payment B based on the extent to which (A) Litigating Subdivisions in the State are Participating Subdivisions or (B) there is a Case-Specific Resolution against Litigating Subdivisions in the State, collectively, "*Incentive B Eligible Subdivisions*." The percentage of the State's maximum share of Incentive Payment B that the State is eligible for in a Payment Year shall be determined according to the table below:

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

⁵ The "Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population" shall be determined by the aggregate population of the Settling State's Litigating Subdivisions that are Incentive B Eligible Subdivisions divided by the aggregate population of the Settling State's Litigating Subdivisions. In calculating the Settling State's population that resides in Litigating Subdivisions, (a) the population of the Settling State's Litigating Subdivisions shall be the sum of the population of all Litigating Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Litigating Subdivision, and (b) the population that resides in Incentive B Eligible Subdivisions shall be the sum of the population of the Incentive B Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive B Eligible Subdivision. An individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided, however*, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded. For the avoidance of doubt, a Settling State in which the population that resides in Incentive B Eligible Subdivisions is less than eighty-five percent (85%) of the population of Litigating Subdivisions shall not be eligible for any portion of Incentive Payment B.

c. In determining the amount that Settling Distributors will pay in a Payment Year under Incentive Payment B and each Settling State's share of Incentive Payment B for that Payment Year, the Settlement Fund Administrator shall: (i) identify all States that are eligible for Incentive Payment B because they are ineligible for Incentive Payment A; (ii) determine the Incentive Payment B eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment B eligibility percentage for each such State by the Overall Allocation Percentage of that State; (iv) multiply the product from (iii) by the maximum amount that Settling Distributors could owe under Incentive Payment B for that Payment Year from Exhibit M. The amount calculated in (iv) shall be the amount allocated to a Settling State eligible for Incentive Payment B for that Payment Year, and the aggregate of such amounts for Settling States eligible for Incentive Payment B shall be the amount paid for that Payment Year by Settling Distributors with respect to Incentive Payment B, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII. If there are no Litigating Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment B, that Settling State will receive its full allocable share of Incentive Payment B.

d. A Settling State's eligibility for Incentive Payment B for a Payment Year shall be determined as of sixty (60) calendar days prior to the Payment Date for that Payment Year; *provided* that the percentage of Incentive Payment B for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

3. Incentive Payment C. Incentive Payment C shall be available to Settling States that are not eligible for Incentive Payment A for a Payment Year, including to Settling States that are also eligible for Incentive Payment B. Incentive Payment C shall be equal to up to fifteen percent (15%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. Incentive Payment C will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment C and equal a total potential maximum of \$2,783,102,054 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's maximum share of Incentive Payment C in a given year shall equal the total maximum amount available for Incentive Payment C for that year as reflected in Exhibit M multiplied by the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment C is as follows:

a. A Settling State is not eligible for Incentive Payment C for a Payment Year in which it is eligible for Incentive Payment A.

b. Subject to Section IV.F.3.a, the amount of Incentive Payment C for which a Settling State is eligible in a Payment Year shall be a percentage of the State's maximum share of Incentive Payment C based on the extent to which (A) Non-Litigating Subdivisions that are Primary Subdivisions with a population

over 30,000 and Litigating Subdivisions in the State are Participating Subdivisions or (B) there is a Case-Specific Resolution against Non-Litigating Subdivisions that are Primary Subdivisions with a population over 30,000 and Litigating Subdivisions in the State, collectively, "*Incentive C Eligible Subdivisions*." The percentage of the State's maximum share of Incentive Payment C that the State is eligible for in a Payment Year shall be determined according to the table below:

Percentage of Relevant Subdivision Population that is Incentive C Eligible Population⁶	Incentive Payment C Eligibility Percentage
Up to 60%	0%
60%+	25%
70%+	35%
75%+	40%
80%+	45%
85%+	55%
90%+	60%
93%+	65%
94%+	75%
95+	90%
98+	95%
100%	100%

c. In determining the amount that Settling Distributors will pay in a Payment Year under Incentive Payment C and each Settling State's share of Incentive Payment C for that Payment Year, the Settlement Fund Administrator shall: (i) identify all States that are eligible for Incentive Payment C because they are ineligible for Incentive Payment A; (ii) determine the Incentive Payment C eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment C eligibility percentage for each such State by the Overall Allocation Percentage of that State; (iv) multiply the product from (iii) by the maximum

⁶ The "Percentage of Relevant Subdivision Population that is Incentive C Eligible Population" shall be determined by the aggregate population of the Settling State's Incentive C Eligible Subdivisions divided by the aggregate population of the Settling State's Non-Litigating Primary Subdivisions with a population over 30,000 and Litigating Subdivisions ("*Incentive Payment C Subdivisions*"). None of the population figures shall include Prior Litigating Subdivisions. In calculating the Settling State's population that resides in Incentive Payment C Subdivisions, (a) the population shall be the sum of the population of all Incentive Payment C Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive Payment C Subdivision, and (b) the population that resides in Incentive C Eligible Subdivisions shall be the sum of the population of the Incentive C Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive C Eligible Subdivision. An individual Incentive Payment C Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit. For the avoidance of doubt, a Settling State in which the population that resides in Incentive C Eligible Subdivisions is less than sixty percent (60%) of the population of Incentive Payment C Subdivisions shall not be eligible for any portion of Incentive Payment C.

amount that Settling Distributors could owe under Incentive Payment C for that Payment Year from Exhibit M. The amount calculated in (iv) shall be the amount allocated to a Settling State eligible for Incentive Payment C for that Payment Year and the aggregate of such amounts for Settling States eligible for Incentive Payment C shall be the amount paid for that Payment Year by Settling Distributors with respect to Incentive Payment C, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII. If there are no Litigating Subdivisions or Non-Litigating Subdivisions that are Primary Subdivisions with a population of more than 30,000 in a Settling State, and that Settling State is otherwise eligible for Incentive Payment C, that Settling State will receive its full allocable share of Incentive Payment C.

d. A Settling State's eligibility for Incentive Payment C for a Payment Year shall be determined as of sixty (60) calendar days prior to the Payment Date for that Payment Year; *provided* that the percentage of Incentive Payment C for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

4. Incentive Payment D. Incentive Payment D shall be applied at Payment Year 6. Incentive Payment D shall be equal to five percent (5%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. Incentive Payment D will be due to a Settling State as part of the Annual Payment for each of thirteen (13) Payment Years (from Payment Year 6 to Payment Year 18) that any Settling State is eligible for Incentive Payment D and equal a total potential maximum of \$927,700,685 if all States are eligible for all thirteen (13) Payment Years. Each Settling State's share of Incentive Payment D in a given year shall equal the total maximum amount available for Incentive Payment D for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment D is as follows:

a. A Settling State is eligible for Incentive Payment D if there has been no Later Litigating Subdivision in that State that has had a Claim against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion.

b. A Settling State's eligibility for Incentive Payment D shall be determined as of sixty (60) calendar days prior to the Payment Date. If a Later Litigating Subdivision's lawsuit in that State survives more than six (6) months after denial in whole or in part of a Threshold Motion after that date, that State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year.

c. Notwithstanding Section IV.F.4, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for Incentive Payment D

less any litigation fees and costs incurred by Settling Distributor in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

d. For the avoidance of doubt, a Settling State may be eligible for Incentive Payment D whether or not it is eligible for Incentive Payments A-C.

e. In determining the amount of Incentive Payment D that Settling Distributors will pay in a Payment Year and each Settling State's share, if any, of Incentive Payment D for that Payment Year, the Settlement Fund Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment D; (ii) multiply the Overall Allocation Percentage for each such eligible Settling State by the maximum amount that Settling Distributors could owe with respect to Incentive Payment D for that Payment Year listed on Exhibit M; and (iii) subtract any litigation fees and costs allowed to be deducted pursuant to Section IV.F.4.c. The amount calculated in (iii) shall be the amount allocated to a Settling State eligible for Incentive Payment D for that Payment Year and the aggregate of each such amount for Settling States eligible for Incentive Payment D shall be the amount of Incentive Payment D Settling Distributors are obligated to pay in that Payment Year, all such amounts subject to the suspension, reduction, and offset provisions in Section XII and Section XIII.

G. *Reductions/Offsets.* The base and incentive payments are subject to suspension, offset, and reduction as provided in Section XII and Section XIII.

H. *State-Specific Agreements.* Notwithstanding any other provision of this Agreement or any other agreement, in the event that: (1) the Settling Distributors enter into an agreement with any Settling State that resolves with finality such Settling State's Claims consistent with Section XI of this Agreement and such agreement has an effective date prior to the Effective Date of this Agreement (such agreement, a "*State-Specific Agreement*") and (2) pursuant to the terms of the State-Specific Agreement, any payments, or any portion thereof, made by the Settling Distributors thereunder are made in lieu of any payments (for the avoidance of doubt, including the Additional Restitution Amount), or any portion thereof, to be made under this Agreement and the Settling Distributors make such a payment pursuant to the State-Specific Agreement, then the Settling Distributors will reduce any payments allocable to such Settling State (whether made to the Settlement Fund Escrow or the Settlement Fund) made pursuant to this Agreement to the extent such amount was already paid pursuant to the terms of the State-Specific Agreement.

I. *Allocation of Payments among Settling Distributors.* Payments due from the Settling Distributors under this Section IV, Section IX, and Section X will be allocated among the Settling Distributors as follows: McKesson – 38.1%; Amerisource – 31.0%; Cardinal – 30.9%. A Settling Distributor's sole responsibility for payments under this Agreement shall be to make its share of each payment. The obligations of the Settling Distributors in this Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

J. *Pre-payment Option.*

1. Any Settling Distributor shall have the right, subject to the limitations set forth in Section IV.J.3, to prepay any base payment or incentive payment in whole or in part, without premium or penalty (a "*Settlement Prepayment*") by providing at least fourteen (14) calendar days prior written notice to the Settlement Fund Administrator and Enforcement Committee (a "*Prepayment Notice*"). Any Prepayment Notice shall specify: (a) the gross amount of the Settlement Prepayment (the "*Gross Settlement Amount*"), (b) the manner in which such Settlement Prepayment shall be applied to reduce such Settling Distributor's future share of Annual Payments (*i.e.*, to which future year(s) the allocable portion of an Annual Payment owed by such Settling Distributor the Settlement Prepayment should be applied) (such manner of application, a "*Settlement Prepayment Reduction Schedule*"), (c) the net present value of the Settlement Prepayment as of the Prepayment Date based on the Settlement Prepayment Reduction Schedule using a discount rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Prepayment Notice plus 1.75% (such net present value amount, the "*Net Settlement Prepayment Amount*"), and (d) the date on which the prepayment will be made, which shall be no more than fifteen (15) calendar days after the date of the Prepayment Notice (the "*Prepayment Date*").

2. On the Prepayment Date the Settling Distributor shall pay the Net Settlement Prepayment Amount to the Settlement Fund and such amount shall be used only as specified in Section V. Following such payment, all future portions of the Annual Payments allocated to the applicable Settling Distributor under Section IV.E and Section IV.F shall be reduced pursuant to the Settlement Prepayment Reduction Schedule, and the Exhibit M will be updated to give effect to such reduction, and going forward such updated schedule will be Exhibit M.

3. A Settling Distributor's right to make prepayments shall be subject to the following limitations:

a. Prepayments may apply to base payments or to both base and incentive payments. If the prepayment applies to both base and incentive payments, the prepayments will apply proportionately across base and incentive payments.

b. A Settling Distributor shall make no more than three (3) prepayments over the eighteen (18) year payment term. A Settling Distributor shall not make more than one (1) prepayment in a five (5) year period and there shall not be prepayments made in the first two (2) Payment Years.

c. Prepayments shall only be applied to one (1) or more of the three (3) Payment Years following the prepayment.

d. The total amount of a prepayment of base payments after discounting calculations shall not be larger than the base payment for the Payment Year with the lowest Annual Payment amount affected by the prepayment. The

total amount of a prepayment for both base payments and incentive payments shall not be larger than the base payment and anticipated incentive payment for the lowest Payment Year affected by the prepayment. The "anticipated incentive payment" for a future Payment Year shall reflect the incentives earned by each Settling State as of the time of the prepayment and any offsets or adjustments known at that time.

e. In a Payment Year against which there has been a prepayment, if the amount a Settling State is calculated to receive is greater than the amount prepaid prior to discounting calculations, the Settling Distributor shall pay the difference. If, in a Payment Year for which there has been a prepayment, the amount that a Settling State is calculated to receive is less than the amount calculated at the time of the prepayment, there shall be a credit for the difference to the Settling Distributor to be applied in the subsequent Payment Year(s), if any.

f. Prepayments shall be applied proportionately to all Settling States.

4. The Settling States may agree to a prepayment that does not apply these restrictions. Such a prepayment would need approval of Settling States representing at least ninety-five percent (95%) allocable share as measured by the allocations in Exhibit E; *provided, however*, that this provision does not limit or restrict any Settling State from negotiating its own prepayment with a Settling Distributor.

5. For illustrative purposes only, attached as Exhibit Q are examples showing a Settlement Prepayment, the related calculation of the Net Settlement Prepayment Amount, and the related adjustment to the Settlement Payment Schedule.

K. *Significant Financial Constraint.*

1. A Settling Distributor's allocable share of the Annual Payment for a Payment Year may, at the election of such Settling Distributor, be deferred either (a) up to the amount by which that share plus such Settling Distributor's share of amounts payable under Section IX and Section X would exceed twenty percent (20%) of such Settling Distributor's total operating cash flow (as determined pursuant to United States generally accepted accounting principles) for its fiscal year that concluded most recently prior to the due date for that payment or (b) (i) up to twenty-five percent (25%) if, as of thirty (30) calendar days preceding that payment date, the company's credit rating from one or more of the three nationally recognized rating agencies is below BBB or Baa2 or (ii) up to one hundred percent (100%) if, as of thirty (30) calendar days preceding that payment date, the company's credit rating from one or more of the three nationally recognized rating agencies is below BBB- or Baa3. If the reason for exceeding twenty percent (20%) of a Settling Distributor's total operating cash flow or the decrease in credit rating is substantially attributable to the incurrence of debt to fund post-settlement acquisitions or to the payment of dividends and/or share repurchases that together are of an amount that exceeds the total amount of those two items for the prior fiscal year, no deferral is available. A Settling Distributor shall not be allowed to defer payment for a

Payment Year if that Settling Distributor engaged in any share repurchases in the three fiscal quarters prior to the Payment Date for that Payment Year.

2. If a Settling Distributor has reason to believe that it will not be able to pay some or all of its allocable share of the Annual Payment for a Payment Year, it shall provide at least ninety (90) calendar days' prior written notice to the Settlement Fund Administrator and Enforcement Committee (a "*Deferred Payment Notice*"). Any Deferred Payment Notice shall specify and include: (a) the gross amount of the payments owed (including the estimated allocable portion of the Annual Payment, and amounts owed under Section IX and Section X, by the relevant Settling Distributor), (b) the amount that the Settling Distributor believes it will be unable to pay, (c) the accounting and audited financial documents upon which the Settling Distributor relied for making this determination, and (d) any other relevant information for the Enforcement Committee to consider.

3. A Settling Distributor shall not utilize this provision during the first three (3) Payment Years. If a Settling Distributor defers some or all of the payments due in a Payment Year pursuant to this Section IV.K, it shall not repurchase any shares, or fund new acquisitions with an acquisition price greater than \$250 million, during the deferral period until the deferred amount is fully repaid with interest. Any amounts deferred shall bear interest at an interest rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Deferral Payment Notice plus 0.5%.

4. The Settling Distributor shall pay all deferred amounts, including applicable interest on the next Payment Date. If the amounts previously deferred (including interest) together with the Settling Distributor's share of all payments due for a Payment Year would allow for a deferral under Section IV.K.1, the Settling Distributor shall pay as much of the previously deferred amounts (including interest) as it can pay without triggering the ability to defer payment and may defer the remainder as permitted under (and subject to the restrictions of) this Section IV.K.

5. Deferrals will apply proportionally across base payments and incentive payments. For the avoidance of doubt, this Section IV.K applies fully to Payment Years after the first three (3) Payment Years, including the base payments and all incentive payments due pursuant to this Agreement during the Payment Year at issue.

6. If a Settling Distributor could pay a portion of its allocable share of the Annual Payments due pursuant to this Agreement during a Payment Year without triggering this Section IV.K, the Settling Distributor shall be required to pay that portion as scheduled and only the excess would be subject to deferral at the election of the Settling Distributor (in whole or in part) as provided herein.

7. The Settling Distributor shall pay any deferred amounts, including applicable interest on or before the date on which the payment is due for Payment Year 18.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund.* The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments made under Section IV into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below. Payments placed into the Settlement Fund do not revert back to the Settling Distributors.

B. *Use of Settlement Payments.*

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section V.B.2. In no event may less than eighty-five percent (85%) of the Settling Distributors' maximum amount of payments pursuant to Section IV, Section IX, and Section X as set forth on Exhibit M over the entirety of all Payments Years (but not any single Payment Year) be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision set forth on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and the Settling Distributors how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of Section VI.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. *Allocation of Settlement Fund.*

The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate base payments under Section IV.D among the Settling States in proportion to their respective Overall Allocation Percentages. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Abatement Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

2. Incentive Payments. The Settlement Fund Administrator will treat incentive payments under Section IV.F on a State-specific basis. Incentive payments for which a Settling State is eligible under Section IV.F will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Abatement Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

3. Application of Adjustments. If a suspension, offset, or reduction under Section XII or Section XIII applies with respect to a Settling State, the suspension, offset, or reduction shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.

4. Settlement Fund Administrator. Prior to the Initial Participation Date, the Settling Distributors and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as Exhibit L.

5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L shall be paid from the interest accrued in the Settlement Fund Escrow and the Settlement Fund; *provided, however*, that if such accrued interest is insufficient to pay the entirety of any such costs and fees, Settling Distributors shall pay fifty percent (50%) of the additional amount and fifty percent (50%) shall be paid out of the Settlement Fund.

D. Settlement Fund Reallocation and Distribution.

As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and

distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.⁷ For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation,⁸ then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision. For a voluntary redistribution to be applied to the relevant portion of an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts

⁷ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

⁸ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

a. Amounts apportioned to that State's State Fund shall be distributed to that State.

b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions to the extent such a distribution would violate Section VII.E through Section VII.H. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Abatement Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Subdivisions comply with Section VII.E through Section VII.H.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely for future Opioid Remediation⁹ and the following shall apply with respect to a Settling State:

a. *Regional Remediation.*

(i) At least fifty percent (50%) of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section V.E.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (A) define its initial regions, which shall consist of one (1) or more General Purpose Subdivisions and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages

⁹ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

allocated to each region to reflect the number of General Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants.* Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more, and (3) has funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section V.E.2.c shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the "*Advisory Committee*") to provide input and recommendations regarding remediation spending from that Settling State's Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however*, the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their abatement needs, and proposals for abatement strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Settling Distributors and the Enforcement Committee.

F. *Nature of Payment.* Each of the Settling Distributors, the Settling States, and the Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Settling Distributors constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by the Settling Distributors;

4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States and Participating Subdivisions to the same position or condition that they would be in had the Settling States and Participating Subdivisions not suffered the Alleged Harms; and

5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section V.F., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and the Settling Distributors; *provided, however*, that Released Entities may enforce Section XI and Participating Subdivisions listed on Exhibit G have the enforcement rights described in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights with respect to either the terms of

this Agreement that apply only to or in other States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against the Settling Distributors with respect to this Agreement or any Consent Judgment except that Participating Subdivisions listed on Exhibit G shall have enforcement rights as set forth herein as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section V; *provided, however*, that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* The Settling Distributors consent to the jurisdiction of the court in which each Settling State files its Consent Judgment, limited to resolution of disputes identified in Section VI.F.1 for resolution in that court.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Settling Distributors believe that the eight-five percent (85%) threshold established in Section V.B.1 is not being satisfied, any Party may request that the Settling Distributors and Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall: (i) be limited to the Settling Distributors seeking to reduce their Annual Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the eighty-five percent (85%) threshold established in Section V.B.1; (ii) only reduce Annual Payments to those Settling States and their Participating Subdivisions that are below the eighty-five percent (85%) threshold established in Section V.B.1; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that (i) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision

Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Abatement Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Distributor Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State pursuant to Section VI.F.2.a(v) to seek resolution regarding the failure by a Settling Distributor to make its allocable share of an Annual Payment in a Payment Year.

F. *Other Terms Regarding Dispute Resolution.*

1. Except to the extent provided by Section VI.C or Section VI.F.2, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.2.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

2. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or a Settling Distributor shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.1's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular State's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States or the Tribal/W. Va. Subdivision Credit;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the allocation of payments among Settling Distributors as described in Section IV.I;

(v) the failure by a Settling Distributor to pay its allocable share of the Annual Payment or of the Additional Restitution Amount in a Payment Year, but for the avoidance of doubt, disputes between a Settling Distributor and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(vi) the interpretation and application of the significant financial constraint provision in Section IV.K, including, without limitation, eligibility for and amount of deferrals for any given year, time for repayment, and compliance with restrictions during deferral term;

(vii) the interpretation and application of the prepayment provisions as described in Section IV.J;

(viii) the interpretation and application of any most-favored-nation provision in Section XIV.E;

(ix) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(x) replacement of the Monitor, as provided in the Injunctive Relief Terms;

(xi) disputes involving liability of successor entities;

(xii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, B, or C, as well as disputes over qualification for Participation Tiers;

(xiii) disputes involving a Releasor's compliance with, and the appropriate remedy under, Section XI.B.I.A.3;

(xiv) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(xv) any dispute subject to resolution under Section VI.F.1 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section VI.F.2.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by the Settling Distributors, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible,

and with a presumption in favor of remote participation to minimize the burdens on the parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or Settling Distributor on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Settling Distributors, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and one or more Settling Distributors whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between a Settling Distributor and Settling States/Participating Subdivisions shall be split fifty percent (50%) by the Settling Distributor and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

3. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved

parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

4. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a committee comprising the Enforcement Committee and sufficient representatives of the Settling Distributors such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Settling Distributors reserve all of their rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice.* No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Settling States, with the cooperation of the Settling Distributors, shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. The costs of the written notice to such Subdivisions shall be paid for by the Settling Distributors. The Settling States, with the cooperation of the Settling Distributors, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State may become a Participating

Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator and upon prompt dismissal with prejudice of its lawsuit. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C by the Initial Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Settlement Fund Administrator until the Reference Date.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C after the Initial Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section V.D or Section V.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. Except as provided in Section IV.C, a Later Participating Subdivision shall not receive any share of any Annual Payment due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after July 15, 2022 shall receive seventy-five percent (75%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section VII.E.3 or Section VII.E.4).

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any base payment or incentive payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive twenty-five percent (25%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from the Settling Distributors.

G. *Ineligible Subdivisions.* Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.

H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any Annual Payment, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. *Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions.* Any base payment and incentive payments allocated pursuant to Section V.D to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, including the amounts that remain unpaid after the reductions required by Section VII.E.2 through Section VII.E.4, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Determination to Proceed With Settlement.*

1. The Settling States shall confer with legal representatives of the Participating Subdivisions listed on Exhibit G and inform the Settling Distributors no later than fifteen (15) calendar days prior to the Reference Date whether there is sufficient participation to proceed with this Agreement. Within seven (7) calendar days of informing the Settling Distributors that there is sufficient participation to proceed, the Settling States will deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors.

2. If the Settling States inform Settling Distributors that there is sufficient participation, the Settling Distributors will then determine on or before the Reference Date whether there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of the Settling Distributors and may be based on any criteria or factors deemed relevant by the Settling Distributors.

B. *Notice by Settling Distributors.* On or before the Reference Date, the Settling Distributors shall inform the Settling States of their determination pursuant to Section VIII.A. If the Settling Distributors determine to proceed, the Parties will proceed to file the Consent Judgments and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date. If the Settling Distributors determine not to proceed, this Agreement will have no further effect, any amounts placed in escrow for Payment Year 1, including funds referenced in Section IV.C.1, Section IX, Section X, and Exhibit M, shall be returned to the Settling Distributors, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

C. *Determination of the Participation Tier.*

1. On the Reference Date, *provided* that Settling Distributors determine to proceed with this Agreement, the Settlement Fund Administrator shall determine the Participation Tier. The criteria used to determine the Participation Tier are set forth in Exhibit H. Any disputes as to the determination of the Participation Tier shall be decided by the National Arbitration Panel.

2. The Participation Tier shall be redetermined by the Settlement Fund Administrator annually as of the Payment Date, beginning with Payment Year 3, pursuant to the criteria set forth in Exhibit H.

3. After Payment Year 6, the Participation Tier cannot move higher, unless this restriction is waived by the Settling Distributors.

4. In the event that a Participation Tier redetermination moves the Participation Tier higher, and that change is in whole or in part as a result of the post-Reference Date enactment of a Bar and there is later a Revocation Event with respect to such Bar, then on the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, the Participation Tier shall move down to the Participation Tier that would have applied had the Bar never been enacted, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event. This is the sole circumstance in which, on a nationwide basis, the Participation Tier can move down.

5. In the event that there is a post-Reference Date Revocation Event with respect to a Bar that was enacted in a Settling State prior to the Reference Date, then, on

the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event, the Participation Tier shall decrease – solely for the State in which the Revocation Event occurred – to the Participation Tier commensurate with the percentage of Litigating Subdivisions in that State that are Participating Subdivisions and the percentage of Non-Litigating Subdivisions that are both Primary Subdivisions and Participating Subdivisions, according to the criteria set forth in Exhibit G, except that the calculations shall be performed as to that State alone. For the avoidance of doubt and solely for the calculation in this subparagraph, the Settling States Column of Exhibit H shall play no role. This is the sole circumstance in which one Settling State will have a different Participation Tier than other Settling States.

6. The redetermination of the Participation Tier under Section VIII.C.2 shall not affect payments already made or suspensions, offsets, or reductions already applied.

IX. Additional Restitution

A. *Additional Restitution Amount.* Pursuant to the schedule set forth in Exhibit M and subject to the reduction specified in Section IX.B, the Settling Distributors shall pay an Additional Restitution Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth on Exhibit M, on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

B. *Reduction of Additional Restitution Amount.* In the event that any Non-Settling States appear on Exhibit N, the amounts owed by Settling Distributors pursuant to this Section IX shall be reduced by the allocations set forth on Exhibit N for any such Non-Settling States.

C. *Use of Funds.* All funds paid as an Additional Restitution Amount shall be part of the Compensatory Restitution Amount, shall be used for Opioid Remediation, except as allowed by Section V.B.2, and shall be governed by the same requirements as specified in Section V.F.

X. Plaintiffs' Attorneys' Fees and Costs

The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference.

XI. Release

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in

any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

1. It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;
 - b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this Section XI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from the Settling Distributors in Section XI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain

the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Section XI.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section XI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section XI.B.2 with respect to that Non-Released Entity and that Releasor and the Settling Distributors shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by the Settling Distributors:

a. Settling Distributors shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Settlement Agreement, whichever is later;

b. Settling Distributors and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement;

c. That Releasor and Settling Distributors shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by Settling Distributors or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Settling Distributors to that Releasor under this Settlement Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Settling Distributors by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to the Settling Distributors under this Agreement to reduce the overall amounts to be paid under the Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Settling Distributors may devise to hold Settling Distributors harmless from the Claim-Over.

d. The actions of that Releasor and Settling Distributors taken pursuant to paragraph (c) must, in combination, ensure Settling Distributors are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and the Settling Distributors may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, Settling Distributors shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Settling Distributors harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Settling Distributors may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section XI.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Settling Distributor shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

C. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner. For the

avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

D. *General Release.* In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasers) and Participating Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasers) and Participating Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

E. *Assigned Interest Waiver.* To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Distributor (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Distributor.

F. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

G. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the Initial Participation Date) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or

revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also for the purposes of clause (3), a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

H. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

I. *Cooperation.* Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Settling Distributors to secure the prompt dismissal of any and all Released Claims.

J. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, this Agreement does not waive, release or limit any criminal liability, Claims for liability under tax law, Claims under securities law by a State Releasor as investor, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

XII. Later Litigating Subdivisions

A. *Released Claims against Released Entities.* Subject to Section XII.B, the following shall apply in the event a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Reference Date:

1. The Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim, and shall not oppose a Settling State's submission in support of the Threshold Motion.

2. The provisions of this Section XII.A.2 apply if the Later Litigating Subdivision is a Primary Subdivision (except as provided in Section XII.A.2.f):

a. If a lawsuit including a Released Claim survives until the Suspension Deadline for that lawsuit, the Settlement Fund Administrator shall calculate the Suspension Amount applicable to the next Payment due from the Settling Distributor(s) at issue and apportioned to the State of the Later Litigating Subdivision and to Subdivisions in that State; *provided, however*, that the Suspension Amount for a Payment Year cannot exceed the Suspension Cap. The Suspension Amount shall be paid into the Settlement Fund Escrow account. If the Suspension Amount exceeds the Suspension Cap for that Payment Year, then the

remaining amount will be paid into the Settlement Fund Escrow in the following Payment Year, subject to the Suspension Cap for that Payment Year, and so forth in each succeeding Payment Year until the entire Suspension Amount has been paid into the Settlement Fund Escrow or the Released Claim is resolved, as provided below, whichever comes first. A suspension does not apply during the pendency of any appeal dismissing the lawsuit for a Released Claim in whole.

b. If the Released Claim is resolved with finality without requirement of payment by the Released Entity, the placement of any remaining balance of the Suspension Amount into the Settlement Fund Escrow shall cease and the Settlement Fund Administrator shall immediately transfer amounts in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions. The lawsuit will not cause further suspensions unless the Released Claim is reinstated upon further review, legislative action, or otherwise.

c. If the Released Claim is resolved with finality on terms requiring payment by the Released Entity, the Settlement Fund Administrator will transfer the amounts in the Settlement Fund Escrow on account of the suspension to the Settling Distributor(s) at issue necessary to satisfy the payment obligation of the Released Entity to the relevant Later Litigating Subdivision. If any balance remains in the Settlement Fund Escrow on account of the suspension after transfer of the amount necessary to satisfy the payment obligation, the Settlement Fund Administrator will immediately transfer the balance to the Settling State at issue and its Participating Subdivisions. If the payment obligation of the Released Entity to the relevant Later Litigating Subdivision exceeds the amounts in the Settlement Fund Escrow on account of the suspension, the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the excess amount against its obligation to pay its allocable share of Annual Payments that would be apportioned to the Settling State at issue and to its Subdivisions. The offset shall be applied as follows: first against the Settling Distributor's allocable share of the Annual Payment due in Payment Year 18, up to the Offset Cap for that Payment Year, with any remaining amounts above the Offset Cap applied against the Settling Distributor's allocable share of the Annual Payment due in Payment Year 17, up to the Offset Cap for that Payment Year, and so forth for each preceding Payment Year until the entire amount to be offset has been applied or no future Payment Years remain.

d. If the lawsuit asserting a Released Claim is resolved with finality on terms requiring payment by the Released Entity, and the Released Claim did not give rise to a suspension of any Settling Distributor's portion of any Annual Payments (*e.g.*, because it was resolved during Payment Years 1 or 2, during which all Settling States are deemed eligible for Incentive Payment A and thus no suspension of payments took place, as provided by Section XII.B), the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the amount paid. The offset shall be applied against the relevant Settling Distributor's allocable portion of the Annual Payments starting in

Payment Year 18 and working backwards as set forth in Section XII.A.2.c. If the lawsuit for a Released Claim is otherwise resolved by the Released Entity, without the Settling Distributor filing a Threshold Motion despite an opportunity to do so, and the Released Claim did not give rise to a suspension of any Settling Distributor's portion of any Annual Payments, the Settling Distributor at issue shall not receive any offset for the amount paid.

e. If more than one Primary Subdivision in a Settling State becomes a Later Litigating Subdivision, a single Suspension Cap applies and the total amounts deducted from the share of the Annual Payment allocated to the Settling State and its Participating Subdivisions in a given Payment Year cannot exceed the Suspension Cap. For the avoidance of doubt, an individual Primary Subdivision shall not trigger more than one suspension regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit.

f. This Section XII.A.2 shall not apply with respect to a Primary Subdivision that is either (i) a Later Litigating Subdivision under clause (3) of the definition of that term solely because a legislative Bar or legislative Case-Specific Resolution applicable as of the Reference Date is invalidated by judicial decision after the Reference Date or (ii) a Later Litigating Subdivision under clause (4) of the definition of that term. Such a Primary Subdivision shall be treated as a General Purpose Government under Section XII.A.3.

3. The terms of this Section XII.A.3 apply if a the Later Litigating Subdivision is not a Primary Subdivision (except for Primary Subdivisions referenced in Section XII.A.2.f) but is a General Purpose Government, School District, Health District or Hospital District: if the Released Claim is resolved with finality on terms requiring payment by the Released Entity, the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the amount paid against its portion of the obligation to make Annual Payments that would be apportioned to the Settling State at issue and to its Subdivisions. The offset shall be applied as follows: first against the relevant Settling Distributor's allocable share of the Annual Payment due in Payment Year 18, up to the Offset Cap for that Payment Year, with any remaining amounts above the Offset Cap applied against the Payment due in Payment Year 17, up to the Offset Cap for that Payment Year, and so forth for each preceding Payment Year until the entire amount to be offset has been applied or no future Payment Year remains. If the Released Claim is resolved on terms requiring payment during the first two (2) Payment Years, in no case will any amounts be offset against the amounts due in Payment Years 1 and 2.

4. In no event shall the total of Suspension Amounts and offsets pursuant to this Section applicable to a Settling State in a Payment Year for that Payment Year exceed the Offset Cap for that State. If, in a Payment Year, the total of Suspension Amounts and offsets applicable to a Settling State exceeds the Offset Cap, the Suspension Amounts shall be reduced so that the total of Suspension Amounts and offsets equals the Offset Cap.

5. For the avoidance of doubt, any offset pursuant to this Section XII in a Settling State that is not eligible for Incentive Payment A shall continue to apply even if the Settling State at issue subsequently becomes eligible for Incentive Payment A.

6. “*Terms requiring payment*” shall mean (i) a final monetary judgment or (ii) a settlement; *provided* that the Released Entity sought the applicable State Attorney General’s consent to the settlement and such consent was either obtained or unreasonably withheld. Should the judgment or settlement resolve claims that are not Released Claims, the offset shall be for the Released Claims portion only, which shall be distinguishable in the judgment or settlement.

B. *Exceptions.*

1. Section XII.A shall not apply where the Settling State at issue meets the eligibility criteria for and is entitled to Incentive Payment A for the Payment Year at issue, except as expressly provided therein. For the avoidance of doubt, because all Settling States are deemed eligible for Incentive Payment A for Payment Years 1 and 2 under Section IV.F.1.c, a suspension of Payments under Section XII.A.2 shall not apply to any Settling States for those Payment Years.

2. An offset under Section XII.A.2 and Section XII.A.3 shall not apply where the Later Litigating Subdivision opted out of a Settlement Class Resolution in the Settling State at issue that was in full force and effect in that Settling State as of the due date of the payment for Payment Year 2 and remains in full force and effect; *provided* that an offset relating to that Subdivision may apply under Section XIII.

3. Section XII.A shall not apply where the Later Litigating Subdivision seeks less than \$10 million, or so long as its total claim is reduced to less than \$10 million, in the lawsuit for a Released Claim at issue.

4. An offset under Section XII.A.3 shall not apply where the applicable Participation Tier is Participation Tier 1 and the population of the Later Litigating Subdivision is under 10,000.

5. If the applicable Participation Tier is Participation Tier 2 or higher, and the Later Litigating Subdivision has a population less than 10,000, the offset under Section XII.A.3 shall only apply to amounts paid pursuant to a settlement or judgment that are over \$10 million per case or resolution. Any type of consolidated or aggregated or joined or class actions, however styled, shall be considered a single case, and any resolutions that occur within a sixty (60) calendar day period of each other and involve Later Litigating Subdivisions that share common counsel and/or are created by the same or related judgments, settlement agreements, or other instruments or are conditioned upon one another, shall be considered a single resolution. For the avoidance of doubt, any such case or resolution shall have only a single \$10,000,000 exemption from the offset under Section XII.A.3.

C. *No Effect on Other Provisions.* A suspension or offset under Section XII.A shall not affect the Injunctive Relief Terms or the Consent Judgment.

D. *No Effect on Other States.* A suspension or offset under Section XII.A applicable to one State shall not affect the allocation or payment of the Annual Payment to other Settling States.

XIII. Reductions/Offsets

A. *Non-Settling States.* Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the payments specified in Exhibit M are reduced by the aggregate Overall Allocation Percentage of Non-Settling States as set forth in Exhibit F.

B. *Offset Relating to Incentive Payment A.* If a Settling State is not eligible for Incentive Payment A at the third Payment Date, the Settling Distributors shall receive an offset with respect to that State.¹⁰ The offset shall be the dollar amount difference between (1) the total amount of the Incentive Payment A due from the Settling Distributors on the Effective Date and on the Payment Date for Payment Year 2 allocated to that State and its Participating Subdivisions, and (2) the total amount of Incentive Payments B and C that would have been due from the Settling Distributors on the Effective Date and on the Payment Date for Payment Year 2 so allocated but for the State's deemed eligibility for Incentive Payment A. The offset shall be applied in equal installments to reduce the Annual Payments for Payment Years 3 through 7 that would be apportioned to that State and to its Subdivisions, and shall remain applicable even if that State subsequently becomes eligible for Incentive Payment A.

C. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, the Settling Distributor at issue shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that State and to its Subdivisions. For the avoidance of doubt, an offset shall not be applicable under this subsection if it is applicable under Section XII.A with respect to the Subdivision at issue.

D. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If the Settling Distributors made any Annual Payments that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Payment, the Settling Distributors shall receive a dollar-for-dollar offset against the portion of remaining Annual Payments that would be allocated to that State and its Participating Subdivisions. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by the Settling Distributors by virtue of the Bar, Settlement

¹⁰ For purposes of this provision, in determining whether a Settling State would not be eligible for Incentive Payment A for Payment Year 3, the criteria set forth in Section IV.F.1.b shall apply to that Payment Year.

Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of incentive payments that would have been due from the Settling Distributors during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due, referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event; for purposes of calculating the amount of incentive payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (1) its Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (2) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

E. *Certain Taxes.* Amounts paid by a Settling Distributor under an Opioid Tax in a Settling State in a Payment Year shall give rise to a dollar-for-dollar offset against that Settling Distributor's obligation to pay its share of the Annual Payment in that Payment Year that would be allocated to the taxing State or its Participating Subdivisions. If such amounts paid exceed that Settling Distributor's allocable share of the Annual Payment allocable to the taxing State or its Participating Subdivisions in that Payment Year, the excess shall carry forward as an offset against its allocable share of remaining Annual Payments that would be allocated to the taxing State or its Participating Subdivisions

F. *Not Subject to Suspension Cap or Offset Cap.* For the avoidance of doubt, neither the Suspension Cap nor the Offset Cap apply to the offsets and reductions set forth in this Section XIII.

XIV. Miscellaneous

A. *Population of General Purpose Governments.* The population figures for General Purpose Governments shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.¹¹

B. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used other than Section IV.F.1.b: (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("*IDEA*") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at ten percent (10%) of the population served. The Settling Distributors and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

¹¹ The estimates for counties and parishes were accessed at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-countiestotal.html>. The estimates for cities and towns can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html>.

C. *Population Associated with Sheriffs.* For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *No Admission.* The Settling Distributors do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors.

E. *Most-Favored-Nation Provision.*—Settling States.

1. If, after the Reference Date, any Settling Distributor enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XIV.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to that Settling Distributor, overall payment terms at least as favorable as those obtained by such Non-Settling State. “*Overall payment terms*” refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Reference Date, Settling Distributors shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by a Settling Distributor with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the considerations set forth in Section XIV.E.1, the Settling State(s) and the Settling Distributor shall engage in the following process:

a. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which a settlement agreement or consent judgment is provided to the Enforcement Committee, to the Settling Distributor of its (their) intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. Such notice shall be confidential and not disclosed publicly to the extent allowed by law and shall state, in detail, the basis for the State’s (States’) belief that it (they) is entitled to a revision of the Agreement.

b. The Settling Distributor shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Settling Distributor do not reach agreement as to the application of Section XIV.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XIV.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.2.

d. The Settling State(s) and the Settling Distributor shall be bound by the determination of the National Arbitration Panel.

4. This Section XIV.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with any Settling Distributor that is entered into with: (a) a Non-Settling State after a date sixty (60) calendar days prior to the scheduled start date of a trial between any Settling Distributor and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and a Settling Distributor jointly request an adjournment of the scheduled start date of a trial within sixty (60) days of that date, this exception will apply as if the trial date had not been adjourned; (b) a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or (c) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against any Settling Distributor. For avoidance of doubt, the National Arbitration Panel shall have no power to review agreements described in this paragraph.

5. This Section XIV.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between a Settling Distributor and (a) federally-recognized tribe(s) or (b) West Virginia subdivisions or (c) Non-Participating Subdivisions. This Section XIV.E will not apply to any agreement entered into more than eighteen (18) months after the Reference Date.

F. *Tax Cooperation and Reporting.*

1. Upon request by any Settling Distributor, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Distributors to establish the statements set forth in Section V.E.3 to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XIV.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with any Settling Distributor with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated State, as defined in Section I.P as New York, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U, Exhibit V, and Exhibit W with respect to each of the Settling Distributors and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Settling Distributors, and (b) provides to each of the Settling Distributors a copy of (i) the IRS Form 1098-F filed with respect to such Settling Distributor and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section V.E.3.

4. The Settling States and Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to paragraph 3, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the Global Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 2 of IRS Form 1098-F, as reflected in the attached Exhibit U, Exhibit V, and Exhibit W. If the Designated State or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section XIV.F other than an IRS Form 1098-F in the form attached as Exhibit U, Exhibit V, and Exhibit W, the Designated State shall direct and ensure that the Appropriate Official provides to each Settling Distributor a draft of such return, amended return, or written statement in respect of such Settling Distributor no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Settling Distributor on the return, amended return, or written statement in respect of such Settling Distributor.

5. For the avoidance of doubt, neither the Settling Distributors nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions 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 of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement.* This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

N. *Legal Obligations.* Nothing in this Agreement shall be construed as relieving any Settling Distributor of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that a Settling Distributor cannot comply with this Agreement without violating such a requirement or requirements, the Settling Distributor

shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in Section III.X of the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement. The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XIV.M.

P. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

Q. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Ashley Moody,
Attorney General
State of Florida
The Capitol,
PL-01
Tallahassee, FL 32399

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

For the Plaintiffs' Executive Committee:

Paul F. Farrell
Farrell Law

P.O. Box 1180
Huntington, WV 25714-1180

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

Peter Mougey
Levin Papantonio Rafferty
316 South Baylen St.
Pensacola, FL 32502
pmougey@levinlaw.com

Paul J. Geller
Robbins Feller Rudman & Dowd LLP
120 East Palmetto Park Road
Boca Raton, FL 33432
PGeller@rgrdlaw.com

For Settling Distributors:

Copy to AmerisourceBergen Corporation's attorneys at:
Attn: Michael T. Reynolds
Cravath, Swaine & Moore
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Attn: Jeffrey M. Wintner, Esq.
Attn: Elaine P. Golin, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
JMWintner@wlrk.com
EPGolin@wlrk.com

Attn: JB Kelly, Esq.
Cozen O'Connor
1200 19th ST NW
Washington DC 20036
jbkelly@cozen.com

Copy to McKesson Corporation's attorneys at:
Attn: Thomas J. Perrelli
Jenner & Block LLP
1099 New York Ave., NW, Suite 900
Washington, D.C. 20001
tperrelli@jenner.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XIV.P.

R. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

S. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

T. *Successors.*

1. This Agreement shall be binding upon, and inure to the benefit of, the Settling Distributors and their respective successors and assigns.

2. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer U.S. assets having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of such Settling Distributor (other than sales or transfers of inventories, or sales or transfers to an entity owned directly or indirectly by such Settling Distributor) where the sale or transfer is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize such Settling Distributor's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction, unless the Settling Distributor obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of that Settling Distributor's remaining Payment Obligations under this Agreement equal to the percentage of the

Settling Distributor's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with United States generally accepted accounting principles and as of the date of the Settling Distributor's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XIV.T shall be enforceable solely by the Enforcement Committee, and any objection under this Section XIV.T not raised within twenty (20) calendar days of the announcement of the relevant transaction is waived. Any dispute under this Section XIV.T shall be a National Dispute as described in Section VI.F.2 and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

3. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer (other than sales or transfers to an entity owned directly or indirectly by such Settling Distributor) more than twenty-five percent (25%) of the distribution centers within its Full-Line Wholesale Pharmaceutical Distribution Business (as that term is defined in the Injunctive Relief Terms) where the sale or transfer is announced after the Reference Date, unless the Settling Distributor obtains the acquiror's agreement that it will be bound by the Injunctive Relief Terms.

U. *Modification, Amendment, Alteration.* After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by the Settling Distributor to which the modification, amendment, or alteration applies, if the change applies to less than all Settling Distributors, along with the signatures of at least thirty-seven of those then serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

V. *Termination.*

1. Unless otherwise agreed to by each of the Settling Distributors and the Settling State in question, this Agreement and all of its terms (except Section XIV.P and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) calendar days after the Effective Date;

b. this Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XIV.V.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. the Settling Distributors and the Settling State in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless each of the Settling Distributors and the Enforcement Committee agrees otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 18, *provided* that all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date. If fewer than all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date, then the Agreement shall terminate as of that date as to any Settling Distributor that has performed its Payment obligations under the Agreement and the Agreement (a) shall terminate as to each of the remaining Settling Distributors that as of that date is not a Bankrupt Settling Distributor at such time as each performs its Payment obligations under the Agreement and (b) shall terminate as to all Parties at such time as all Settling Distributors that are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement. Notwithstanding any other provision in this Section XIV.V.3 or in this Agreement, all releases under this Agreement will remain effective despite any termination under this Section XIV.V.3.

W. *Governing Law.* Except (1) as otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Settling Distributor(s) or against which Settling Distributor(s) are seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

X. *Bankruptcy.* The following provisions shall apply if a Settling Distributor enters Bankruptcy (a Settling Distributor which does so and takes the actions, or is otherwise subjected to the actions, referred to in (i) and/or (ii) herein being referred to as a "*Bankrupt Settling Distributor*") and (i) the Bankrupt Settling Distributor's bankruptcy estate recovers, pursuant to 11 U.S.C. § 550, any payments made under this Agreement, or (ii) this Agreement is deemed executory and is rejected by such Settling Distributor pursuant to 11 U.S.C. § 365:

1. In the event that both a number of Settling States equal to at least seventy-five percent (75%) of the total number of Settling States and Settling States having aggregate Overall Allocation Percentages as set forth on Exhibit F equal to at least seventy-five percent (75%) of the total aggregate Overall Allocation Percentages assigned to all Settling States deem (by written notice to the Settling Distributors other than the Bankrupt Settling Distributor) that the financial obligations of this Agreement have been terminated and rendered null and void as to such Bankrupt Settling Distributor (except as provided in Section XIV.X.1.a) due to a material breach by such Bankrupt Settling Distributor, whereupon, with respect to all Settling States:

a. all agreements, all concessions, all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall immediately and automatically be deemed null and void as to such Bankrupt Settling Distributor; the Settling States shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into this Settlement Agreement in respect to such Bankrupt Settling Distributor and the Settling States shall have the right to assert any and all claims against such Bankrupt Settling Distributor in the Bankruptcy or otherwise, subject to any automatic stay, without regard to any limits or agreements as to the amount of the settlement otherwise provided in this Agreement; *provided, however*, that notwithstanding the foregoing sentence, (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities other than the Bankrupt Settling Distributor itself; and (ii) in the event a Settling State asserts any Released Claim against a Bankrupt Settling Distributor after the rejection and/or termination of this Agreement with respect to such Settling Distributor as described in this Section XIV.X.1.a and receives a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments such Settling State has previously received from such Bankrupt Settling Distributor under this Agreement shall be applied to reduce the amount of any

such judgment, settlement or distribution (provided that no credit shall be given against any such judgment, settlement or distribution for any payment that such Settling State is required to disgorge or repay to the Bankrupt Settling Distributor's bankruptcy estate); and

b. the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against such Bankrupt Settling Distributor subject to all defenses and rights of the Bankrupt Settling Distributor.

EXHIBIT A

Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (S.D. Ohio):

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

EXHIBIT B

Enforcement Committee Organizational Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the “*Committee*”) to exist and operate during the term of the Agreement with the Settling Distributors and shall control the regulation and management of the Committee’s affairs.

ARTICLE II

Purpose

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and the Settling Distributors dated July 21, 2021.

ARTICLE III

Members of the Committee

(1) Number of Members

The Committee will consist of seventeen (17) members (the “*Members*”). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

(2) Initial Members

The Committee initially will consist of eleven Settling State Members and six Participating Subdivision Members, three of the Participating Subdivisions shall be counties and three shall be municipalities. The initial Settling State Members are representatives from: Connecticut, Delaware, Florida, Georgia, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee, and Texas. The initial Participating Subdivision Members are: (a) Bexar County, Texas; (b) Broward County, Florida; (c) Chicago, Illinois; (d) Cincinnati, Ohio; (e) Nashville, Tennessee; and (f) Nassau County, New York. Until the Reference Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Reference Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

(3) Term of Members

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement, eighteen (18) years, unless and until a Member withdraws or resigns from the Committee.

(4) Resignation

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(5) Removal

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision or otherwise does not support the Agreement, the Member shall be removed immediately without notice or vote of the Committee.

(6) Vacancies

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

(7) Compensation

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

ARTICLE IV
Conflicts of Interest and Code of Ethics

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

ARTICLE V
Committee Meetings

(1) Place of Meetings

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

(2) Regular Meetings

Regular meetings of the Committee shall be held as deemed necessary by the by the Chairperson or any three members.

(3) Notice of Meetings

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

(4) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

(5) Voting and Proxy

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

(6) Minutes

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

ARTICLE VI
Officers

(1) Roster of Officers

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

(2) Election and Removal of Officers

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be

provided in these bylaws or as may be prescribed from time to time by the Committee. The Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

(7) Records

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of their term of office or completion of a project.

(8) Resignation

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

ARTICLE VII

Duties

(1) Prior to the Reference Date

The Committee shall be responsible for any additional negotiations with the Settling Distributors, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement.

(2) After the Enforcement Date

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section VI of the Agreement. Members may engage with Settling Distributors, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Settling Distributors, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII
Rules of Procedure

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

ARTICLE IX
Operations

(1) Records

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

(2) Inspection of Books and Records

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

(3) Amendments

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

EXHIBIT C

Litigating Subdivisions List¹²

1. Abbeville (AL), City of, Alabama	40. Chilton (AL), County of, Alabama
2. Albertville (AL), City of, Alabama	41. Choctaw (AL), County of, Alabama
3. Alexander City (AL), City of, Alabama	42. Clanton (AL), City of, Alabama
4. Anniston (AL), City of, Alabama	43. Clarke (AL), County of, Alabama
5. Arab (AL), City of, Alabama	44. Clay (AL), County of, Alabama
6. Argo (AL), City of, Alabama	45. Cleburne (AL), County of, Alabama
7. Ashland (AL), City of, Alabama	46. Cleveland (AL), Town of, Alabama
8. Ashville (AL), City of, Alabama	47. Coffee (AL), County of, Alabama
9. Athens (AL), City of, Alabama	48. Colbert (AL), County of, Alabama
10. Attalla (AL), City of, Alabama	49. Conecuh (AL), County of, Alabama
11. Attentus Mouton, LLC d/b/a Lawrence Medical Center (AL), Alabama	50. Coosa (AL), County of, Alabama
12. Auburn (AL), City of, Alabama	51. Cordova (AL), City of, Alabama
13. Autauga (AL), County of, Alabama	52. Covington (AL), County of, Alabama
14. Baldwin (AL), County of, Alabama	53. Crenshaw (AL), County of, Alabama
15. Barbour (AL), County of, Alabama	54. Cullman (AL), City of, Alabama
16. Berry (AL), Town of, Alabama	55. Cullman (AL), County of, Alabama
17. Bibb (AL), County of, Alabama	56. Cullman Regional Medical Center, Inc. (AL), Alabama
18. Birmingham (AL), City of, Alabama	57. Dadeville (AL), City of, Alabama
19. Blount (AL), County of, Alabama	58. Dale (AL), County of, Alabama
20. Boaz (AL), City of, Alabama	59. Daleville (AL), City of, Alabama
21. Brent (AL), City of, Alabama	60. Dallas (AL), County of, Alabama
22. Bridgeport (AL), City of, Alabama	61. Daphne (AL), City of, Alabama
23. Brookwood (AL), Town of, Alabama	62. Dauphin Island (AL), Town of, Alabama
24. Brundidge (AL), City of, Alabama	63. Decatur (AL), City of, Alabama
25. Bullock (AL), County of, Alabama	64. DeKalb (AL), County of, Alabama
26. Butler (AL), County of, Alabama	65. Demopolis (AL), City of, Alabama
27. Butler (AL), Town of, Alabama	66. Dora (AL), City of, Alabama
28. Calera (AL), City of, Alabama	67. Dothan (AL), City of, Alabama
29. Calhoun (AL), County of, Alabama	68. Double Springs (AL), Town of, Alabama
30. Camp Hill (AL), Town of, Alabama	69. Douglas (AL), Town of, Alabama
31. Carbon Hill (AL), City of, Alabama	70. Enterprise (AL), City of, Alabama
32. Cedar Bluff (AL), Town of, Alabama	71. Escambia (AL), County of, Alabama
33. Center Point (AL), City of, Alabama	72. Etowah (AL), County of, Alabama
34. Centre (AL), City of, Alabama	73. Etowah (AL), County of (Sheriff), Alabama
35. Centreville (AL), City of, Alabama	74. Eufaula (AL), City of, Alabama
36. Chambers (AL), County of, Alabama	75. Evergreen (AL), City of, Alabama
37. Cherokee (AL), County of, Alabama	76. Fairfield (AL), City of, Alabama
38. Cherokee (AL), Town of, Alabama	
39. Chickasaw (AL), City of, Alabama	

¹² For purposes of calculating the percentage of Litigating Subdivisions pursuant to Section IV.F.2.b and Exhibit H, an individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded.

77. Family Oriented Primary Health Care Clinic (AL), Alabama
78. Faunsdale (AL), Town of, Alabama
79. Fayette (AL), City of, Alabama
80. Fayette (AL), County of, Alabama
81. Fayette (AL), County of (Sheriff), Alabama
82. Florence (AL), City of, Alabama
83. Foley (AL), City of, Alabama
84. Fort Deposit (AL), Town of, Alabama
85. Fort Payne (AL), City of, Alabama
86. Franklin (AL), County of, Alabama
87. Fultondale (AL), City of, Alabama
88. Gadsden (AL), City of, Alabama
89. Geneva (AL), City of, Alabama
90. Geneva (AL), County of, Alabama
91. Geneva County Health Care Authority (AL), Alabama
92. Georgiana (AL), City of, Alabama
93. Geraldine (AL), Town of, Alabama
94. Gilbertown (AL), Town of, Alabama
95. Grant (AL), Town of, Alabama
96. Graysville (AL), City of, Alabama
97. Greene (AL), County of, Alabama
98. Greene County Hospital Board (AL), Alabama
99. Greensboro (AL), City of, Alabama
100. Greenville (AL), City of, Alabama
101. Guin (AL), City of, Alabama
102. Guntersville (AL), City of, Alabama
103. Gurley (AL), Town of, Alabama
104. Hale (AL), County of, Alabama
105. Haleyville (AL), City of, Alabama
106. Hamilton (AL), City of, Alabama
107. Hammondville (AL), Town of, Alabama
108. Hartselle (AL), City of, Alabama
109. Headland (AL), City of, Alabama
110. Health Care Authority of Cullman County (AL), Alabama
111. Health Care Authority of the City of Huntsville d/b/a HH Health System, et al. (AL), Alabama
112. Henagar (AL), City of, Alabama
113. Henry (AL), County of, Alabama
114. HH Health System-Athens Limestone, LLC d/b/a Athens Limestone Hospital (AL), Alabama
115. HH Health System-Morgan, LLC d/b/a Decatur Morgan Hospital-Decatur and Decatur Morgan Hospital-Parkway (AL), Alabama
116. HH Health System-Shoals, LLC d/b/a Helen Keller Hospital and Red Bay Hospital (AL), Alabama
117. Homewood (AL), City of, Alabama
118. Hoover (AL), City of, Alabama
119. Houston (AL), County of, Alabama
120. Hueytown (AL), City of, Alabama
121. Huntsville (AL), City of, Alabama
122. J. Paul Jones Hospital (AL), Alabama
123. Jackson (AL), County of, Alabama
124. Jackson County Health Care Authority (AL), Alabama
125. Jacksonville (AL), City of, Alabama
126. Jasper (AL), City of, Alabama
127. Jefferson (AL), County of, Alabama
128. Jefferson (AL), County of (Sheriff), Alabama
129. Killen (AL), City of, Alabama
130. Lamar (AL), County of, Alabama
131. Lamar (AL), County of (Sheriff), Alabama
132. Lanett (AL), City of, Alabama
133. Lauderdale (AL), County of, Alabama
134. Lawrence (AL), County of, Alabama
135. Leeds (AL), City of, Alabama
136. Leesburg (AL), City of, Alabama
137. Leighton (AL), Town of, Alabama
138. Level Plains (AL), City of, Alabama
139. Limestone (AL), County of, Alabama
140. Lincoln (AL), City of, Alabama
141. Linden (AL), City of, Alabama
142. Locust Fork (AL), Town of, Alabama
143. Louisville (AL), City of, Alabama
144. Lowndes (AL), County of, Alabama
145. Luverne (AL), City of, Alabama
146. Macon (AL), County of, Alabama
147. Madison (AL), City of, Alabama
148. Madison (AL), County of, Alabama
149. Marengo (AL), County of, Alabama
150. Marion (AL), City of, Alabama
151. Marion (AL), County of, Alabama
152. Marshall (AL), County of, Alabama
153. Marshall County (AL) Health Care Authority, Alabama
154. McKenzie (AL), Town of, Alabama
155. Midfield (AL), City of, Alabama
156. Mobile (AL), City of, Alabama
157. Mobile (AL), County Board of Health, Alabama
158. Mobile (AL), County of, Alabama
159. Monroe (AL), County of, Alabama
160. Monroe County Healthcare Authority (AL), Alabama
161. Monroe County Healthcare Authority d/b/a Monroe County Hospital (AL), Alabama
162. Monroeville (AL), City of, Alabama
163. Montgomery (AL), City of, Alabama

164. Montgomery (AL), County of, Alabama
165. Moody (AL), City of, Alabama
166. Morgan (AL), County of, Alabama
167. Moulton (AL), City of, Alabama
168. Mountain Brook (AL), City of, Alabama
169. Munford (AL), Town of, Alabama
170. Muscle Shoals (AL), City of, Alabama
171. Nauvoo (AL), City of, Alabama
172. New Hope (AL), City of, Alabama
173. Northport (AL), City of, Alabama
174. Oakman (AL), Town of, Alabama
175. Oneonta (AL), City of, Alabama
176. Opelika (AL), City of, Alabama
177. Opp (AL), City of, Alabama
178. Orange Beach (AL), City of, Alabama
179. Oxford (AL), City of, Alabama
180. Ozark (AL), City of, Alabama
181. Parrish (AL), City of, Alabama
182. Pell City (AL), City of, Alabama
183. Perry (AL), County of, Alabama
184. Phenix (AL), City of, Alabama
185. Pickens (AL), County of, Alabama
186. Piedmont (AL), City of, Alabama
187. Pike (AL), County of, Alabama
188. Pleasant Grove (AL), City of, Alabama
189. Powell (AL), Town of, Alabama
190. Prattville (AL), City of, Alabama
191. Priceville (AL), Town of, Alabama
192. Prichard (AL), City of, Alabama
193. Ragland (AL), City of, Alabama
194. Rainbow City (AL), City of, Alabama
195. Rainsville (AL), City of, Alabama
196. Red Bay (AL), City of, Alabama
197. Robertsdale (AL), City of, Alabama
198. Rockford (AL), Town of, Alabama
199. Russell (AL), County of, Alabama
200. Russellville (AL), City of, Alabama
201. Satsuma (AL), City of, Alabama
202. Scottsboro (AL), City of, Alabama
203. Selma (AL), City of, Alabama
204. Sheffield (AL), City of, Alabama
205. Shelby (AL), County of, Alabama
206. Sipsey (AL), City of, Alabama
207. Slocomb (AL), City of, Alabama
208. Spanish Fort (AL), City of, Alabama
209. Springville (AL), City of, Alabama
210. St. Clair (AL), County of, Alabama
211. Sumiton (AL), City of, Alabama
212. Sumter (AL), County of, Alabama
213. Sweet Water (AL), Town of, Alabama
214. Sylacauga (AL), City of, Alabama
215. Talladega (AL), City of, Alabama
216. Talladega (AL), County of, Alabama
217. Tallapoosa (AL), County of, Alabama
218. Tarrant (AL), City of, Alabama
219. The Bibb County Healthcare Authority (AL), Alabama
220. The Dale County Healthcare Authority (AL), Alabama
221. The DCH Health Care Authority (AL), Alabama
222. The Health Care Authority of Morgan County - City of Decatur (AL), Alabama
223. The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital (AL), Alabama
224. The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital for Women and Children (AL), Alabama
225. The Health Care Authority of the City of Huntsville d/b/a Madison Hospital (AL), Alabama
226. The Healthcare Authority for Baptist Health (AL), Alabama
227. The Sylacauga Health Care Authority (AL), Alabama
228. The Tombigbee Health Care Authority (AL), Alabama
229. Thomasville (AL), City of, Alabama
230. Troy (AL), City of, Alabama
231. Trussville (AL), City of, Alabama
232. Tuscaloosa (AL), City of, Alabama
233. Tuscaloosa (AL), County of, Alabama
234. Tuscumbia (AL), City of, Alabama
235. Tuskegee (AL), City of, Alabama
236. Union Springs (AL), City of, Alabama
237. Uniontown (AL), City of, Alabama
238. Vance (AL), Town of, Alabama
239. Vernon (AL), City of, Alabama
240. Vestavia Hills (AL), City of, Alabama
241. Walker (AL), County of, Alabama
242. Washington (AL), County of, Alabama
243. Weaver (AL), City of, Alabama
244. West Blocton (AL), Town of, Alabama
245. Wilcox (AL), County of, Alabama
246. Winfield (AL), City of, Alabama
247. Woodville (AL), Town of, Alabama
248. Yellow Bluff (AL), Town of, Alabama
249. Apache (AZ), County of, Arizona
250. Bullhead City (AZ), City of, Arizona
251. Cochise (AZ), County of, Arizona
252. Glendale (AZ), City of, Arizona
253. Kingman (AZ), City of, Arizona
254. La Paz (AZ), County of, Arizona
255. Maricopa (AZ), County of, Arizona
256. Mohave (AZ), County of, Arizona

257. Navajo (AZ), County of, Arizona
258. Phoenix (AZ), City of, Arizona
259. Pima (AZ), County of, Arizona
260. Pinal (AZ), County of, Arizona
261. Prescott (AZ), City of, Arizona
262. Surprise (AZ), City of, Arizona
263. Tucson (AZ), The City of, Arizona
264. Yuma (AZ), County of, Arizona
265. Adona (AR), City of, Arkansas
266. Alexander (AR), City of, Arkansas
267. Alicia (AR), City of, Arkansas
268. Allport (AR), City of, Arkansas
269. Alma (AR), City of, Arkansas
270. Almyra (AR), City of, Arkansas
271. Alpena (AR), City of, Arkansas
272. Altheimer (AR), City of, Arkansas
273. Altus (AR), City of, Arkansas
274. Amagon (AR), City of, Arkansas
275. Amity (AR), City of, Arkansas
276. Anthonyville (AR), City of, Arkansas
277. Antoine (AR), City of, Arkansas
278. Arkadelphia (AR), City of, Arkansas
279. Arkansas (AR), County of, Arkansas
280. Arkansas City (AR), City of, Arkansas
281. Ash Flat (AR), City of, Arkansas
282. Ashdown (AR), City of, Arkansas
283. Ashley (AR), County of, Arkansas
284. Atkins (AR), City of, Arkansas
285. Aubrey (AR), City of, Arkansas
286. Augusta (AR), City of, Arkansas
287. Austin (AR), City of, Arkansas
288. Avoca (AR), City of, Arkansas
289. Bald Knob (AR), City of, Arkansas
290. Banks (AR), City of, Arkansas
291. Barling (AR), City of, Arkansas
292. Bassett (AR), City of, Arkansas
293. Batesville (AR), City of, Arkansas
294. Bauxite (AR), City of, Arkansas
295. Baxter (AR), County of, Arkansas
296. Bay (AR), City of, Arkansas
297. Bearden (AR), City of, Arkansas
298. Beaver (AR), City of, Arkansas
299. Beebe (AR), City of, Arkansas
300. Beedeville (AR), City of, Arkansas
301. Bella Vista (AR), City of, Arkansas
302. Bellefonte (AR), City of, Arkansas
303. Belleville (AR), City of, Arkansas
304. Ben Lomond (AR), City of, Arkansas
305. Benton (AR), City of, Arkansas
306. Benton (AR), County of, Arkansas
307. Bentonville (AR), City of, Arkansas
308. Bergman (AR), City of, Arkansas
309. Berryville (AR), City of, Arkansas
310. Bethel Heights (AR), City of, Arkansas
311. Big Flat (AR), City of, Arkansas
312. Bigelow (AR), City of, Arkansas
313. Biggers (AR), City of, Arkansas
314. Birdsong (AR), City of, Arkansas
315. Biscoe (AR), City of, Arkansas
316. Black Oak (AR), City of, Arkansas
317. Black Rock (AR), City of, Arkansas
318. Black Springs (AR), City of, Arkansas
319. Blevins (AR), City of, Arkansas
320. Blue Eye (AR), City of, Arkansas
321. Blue Mountain (AR), City of, Arkansas
322. Bluff City (AR), City of, Arkansas
323. Blytheville (AR), City of, Arkansas
324. Bodcaw (AR), City of, Arkansas
325. Bonanza (AR), City of, Arkansas
326. Bono (AR), City of, Arkansas
327. Boone (AR), County of, Arkansas
328. Booneville (AR), City of, Arkansas
329. Bradford (AR), City of, Arkansas
330. Bradley (AR), City of, Arkansas
331. Bradley (AR), County of, Arkansas
332. Branch (AR), City of, Arkansas
333. Briarcliff (AR), City of, Arkansas
334. Brinkley (AR), City of, Arkansas
335. Brookland (AR), City of, Arkansas
336. Bryant (AR), City of, Arkansas
337. Buckner (AR), City of, Arkansas
338. Bull Shoals (AR), City of, Arkansas
339. Burdette (AR), City of, Arkansas
340. Cabot (AR), City of, Arkansas
341. Caddo Valley (AR), City of, Arkansas
342. Caldwell (AR), City of, Arkansas
343. Cale (AR), City of, Arkansas
344. Calhoun (AR), County of, Arkansas
345. Calico Rock (AR), City of, Arkansas
346. Calion (AR), City of, Arkansas
347. Camden (AR), City of, Arkansas
348. Cammack Village (AR), City of, Arkansas
349. Campbell Station (AR), City of, Arkansas
350. Caraway (AR), City of, Arkansas
351. Carlisle (AR), City of, Arkansas
352. Carroll (AR), County of, Arkansas
353. Carthage (AR), City of, Arkansas
354. Casa (AR), City of, Arkansas
355. Cash (AR), City of, Arkansas
356. Caulksville (AR), City of, Arkansas
357. Cave City (AR), City of, Arkansas
358. Cave Springs (AR), City of, Arkansas
359. Cedarville (AR), City of, Arkansas
360. Centerton (AR), City of, Arkansas
361. Central City (AR), City of, Arkansas
362. Charleston (AR), City of, Arkansas

363. Cherokee Village (AR), City of, Arkansas
364. Cherry Valley (AR), City of, Arkansas
365. Chester (AR), City of, Arkansas
366. Chicot (AR), County of, Arkansas
367. Chidester (AR), City of, Arkansas
368. Clarendon (AR), City of, Arkansas
369. Clark (AR), County of, Arkansas
370. Clarksville (AR), City of, Arkansas
371. Clay (AR), County of, Arkansas
372. Cleburne (AR), County of, Arkansas
373. Cleveland (AR), County of, Arkansas
374. Clinton (AR), City of, Arkansas
375. Coal Hill (AR), City of, Arkansas
376. Colt (AR), City of, Arkansas
377. Columbia (AR), County of, Arkansas
378. Concord (AR), City of, Arkansas
379. Conway (AR), City of, Arkansas
380. Conway (AR), County of, Arkansas
381. Corning (AR), City of, Arkansas
382. Cotter (AR), City of, Arkansas
383. Cotton Plant (AR), City of, Arkansas
384. Cove (AR), City of, Arkansas
385. Coy (AR), City of, Arkansas
386. Craighead (AR), County of, Arkansas
387. Crawford (AR), County of, Arkansas
388. Crawfordsville (AR), City of, Arkansas
389. Crittenden (AR), County of, Arkansas
390. Cross (AR), County of, Arkansas
391. Crossett (AR), City of, Arkansas
392. Cushman (AR), City of, Arkansas
393. Daisy (AR), City of, Arkansas
394. Dallas (AR), County of, Arkansas
395. Damascus (AR), City of, Arkansas
396. Danville (AR), City of, Arkansas
397. Dardanelle (AR), City of, Arkansas
398. Datto (AR), City of, Arkansas
399. De Queen (AR), City of, Arkansas
400. Decatur (AR), City of, Arkansas
401. Delaplaine (AR), City of, Arkansas
402. Delight (AR), City of, Arkansas
403. Dell (AR), City of, Arkansas
404. Denning (AR), City of, Arkansas
405. Dermott (AR), City of, Arkansas
406. Des Arc (AR), City of, Arkansas
407. Desha (AR), County of, Arkansas
408. Devalls Bluff (AR), City of, Arkansas
409. Dewitt (AR), City of, Arkansas
410. Diamond City (AR), City of, Arkansas
411. Diaz (AR), City of, Arkansas
412. Dierks (AR), City of, Arkansas
413. Donaldson (AR), City of, Arkansas
414. Dover (AR), City of, Arkansas
415. Dumas (AR), City of, Arkansas
416. Dyer (AR), City of, Arkansas
417. Dyess (AR), City of, Arkansas
418. Earle (AR), City of, Arkansas
419. East Camden (AR), City of, Arkansas
420. Edmondson (AR), City of, Arkansas
421. Egypt (AR), City of, Arkansas
422. El Dorado (AR), City of, Arkansas
423. Elaine (AR), City of, Arkansas
424. Elkins (AR), City of, Arkansas
425. Elm Springs (AR), City of, Arkansas
426. Emerson (AR), City of, Arkansas
427. Emmet (AR), City of, Arkansas
428. England (AR), City of, Arkansas
429. Enola (AR), City of, Arkansas
430. Etowah (AR), City of, Arkansas
431. Eudora (AR), City of, Arkansas
432. Eureka Springs (AR), City of, Arkansas
433. Evening Shade (AR), City of, Arkansas
434. Everton (AR), City of, Arkansas
435. Fairfield Bay (AR), City of, Arkansas
436. Fargo (AR), City of, Arkansas
437. Farmington (AR), City of, Arkansas
438. Faulkner (AR), County of, Arkansas
439. Felsenthal (AR), City of, Arkansas
440. Fifty-Six (AR), City of, Arkansas
441. Fisher (AR), City of, Arkansas
442. Flippin (AR), City of, Arkansas
443. Fordyce (AR), City of, Arkansas
444. Foreman (AR), City of, Arkansas
445. Forrest City (AR), City of, Arkansas
446. Fort Smith (AR), City of, Arkansas
447. Fouke (AR), City of, Arkansas
448. Fountain Hill (AR), City of, Arkansas
449. Fountain Lake (AR), City of, Arkansas
450. Fourche (AR), City of, Arkansas
451. Franklin (AR), City of, Arkansas
452. Friendship (AR), City of, Arkansas
453. Fulton (AR), City of, Arkansas
454. Fulton (AR), County of, Arkansas
455. Garfield (AR), City of, Arkansas
456. Garland (AR), City of, Arkansas
457. Garland (AR), County of, Arkansas
458. Garner (AR), City of, Arkansas
459. Gassville (AR), City of, Arkansas
460. Gateway (AR), City of, Arkansas
461. Gentry (AR), City of, Arkansas
462. Georgetown (AR), City of, Arkansas
463. Gilbert (AR), City of, Arkansas
464. Gillett (AR), City of, Arkansas
465. Gillham (AR), City of, Arkansas
466. Gilmore (AR), City of, Arkansas
467. Glenwood (AR), City of, Arkansas
468. Goshen (AR), City of, Arkansas

469. Gosnell (AR), City of, Arkansas
470. Gould (AR), City of, Arkansas
471. Grady (AR), City of, Arkansas
472. Grannis (AR), City of, Arkansas
473. Grant (AR), County of, Arkansas
474. Gravette (AR), City of, Arkansas
475. Green Forest (AR), City of, Arkansas
476. Greenbrier (AR), City of, Arkansas
477. Greene (AR), County of, Arkansas
478. Greenland (AR), City of, Arkansas
479. Greenway (AR), City of, Arkansas
480. Greenwood (AR), City of, Arkansas
481. Greers Ferry (AR), City of, Arkansas
482. Griffithville (AR), City of, Arkansas
483. Grubbs (AR), City of, Arkansas
484. Guion (AR), City of, Arkansas
485. Gum Springs (AR), City of, Arkansas
486. Gurdon (AR), City of, Arkansas
487. Guy (AR), City of, Arkansas
488. Hackett (AR), City of, Arkansas
489. Hamburg (AR), City of, Arkansas
490. Hampton (AR), City of, Arkansas
491. Hardy (AR), City of, Arkansas
492. Harrell (AR), City of, Arkansas
493. Harrisburg (AR), City of, Arkansas
494. Harrison (AR), City of, Arkansas
495. Hartford (AR), City of, Arkansas
496. Hartman (AR), City of, Arkansas
497. Haskell (AR), City of, Arkansas
498. Hatfield (AR), City of, Arkansas
499. Havana (AR), City of, Arkansas
500. Haynes (AR), City of, Arkansas
501. Hazen (AR), City of, Arkansas
502. Heber Springs (AR), City of, Arkansas
503. Hector (AR), City of, Arkansas
504. Helena - West Helena (AR), City of, Arkansas
505. Hempstead (AR), County of, Arkansas
506. Hermitage (AR), City of, Arkansas
507. Hickory Ridge (AR), City of, Arkansas
508. Higden (AR), City of, Arkansas
509. Higginson (AR), City of, Arkansas
510. Highfill (AR), City of, Arkansas
511. Highland (AR), City of, Arkansas
512. Hindsville (AR), City of, Arkansas
513. Holland (AR), City of, Arkansas
514. Holly Grove (AR), City of, Arkansas
515. Hope (AR), City of, Arkansas
516. Horatio (AR), City of, Arkansas
517. Horseshoe Bend (AR), City of, Arkansas
518. Horseshoe Lake (AR), City of, Arkansas
519. Hot Spring (AR), County of, Arkansas
520. Hot Springs (AR), City of, Arkansas
521. Houston (AR), City of, Arkansas
522. Howard (AR), County of, Arkansas
523. Hoxie (AR), City of, Arkansas
524. Hughes (AR), City of, Arkansas
525. Humnoke (AR), City of, Arkansas
526. Humphrey (AR), City of, Arkansas
527. Hunter (AR), City of, Arkansas
528. Huntington (AR), City of, Arkansas
529. Huntsville (AR), City of, Arkansas
530. Huttig (AR), City of, Arkansas
531. Imboden (AR), City of, Arkansas
532. Independence (AR), County of, Arkansas
533. Izard (AR), County of, Arkansas
534. Jackson (AR), County of, Arkansas
535. Jacksonport (AR), City of, Arkansas
536. Jacksonville (AR), City of, Arkansas
537. Jasper (AR), City of, Arkansas
538. Jefferson (AR), County of, Arkansas
539. Jennette (AR), City of, Arkansas
540. Jericho (AR), City of, Arkansas
541. Jerome (AR), City of, Arkansas
542. Johnson (AR), City of, Arkansas
543. Johnson (AR), County of, Arkansas
544. Joiner (AR), City of, Arkansas
545. Jonesboro (AR), City of, Arkansas
546. Judsonia (AR), City of, Arkansas
547. Junction City (AR), City of, Arkansas
548. Keiser (AR), City of, Arkansas
549. Kensett (AR), City of, Arkansas
550. Kibler (AR), City of, Arkansas
551. Kingsland (AR), City of, Arkansas
552. Knobel (AR), City of, Arkansas
553. Knoxville (AR), City of, Arkansas
554. La Grange (AR), City of, Arkansas
555. Lafayette (AR), County of, Arkansas
556. Lafe (AR), City of, Arkansas
557. Lake City (AR), City of, Arkansas
558. Lake View (AR), City of, Arkansas
559. Lake Village (AR), City of, Arkansas
560. Lakeview (AR), City of, Arkansas
561. Lamar (AR), City of, Arkansas
562. Lavaca (AR), City of, Arkansas
563. Leachville (AR), City of, Arkansas
564. Lead Hill (AR), City of, Arkansas
565. Lee (AR), County of, Arkansas
566. Leola (AR), City of, Arkansas
567. Lepanto (AR), City of, Arkansas
568. Leslie (AR), City of, Arkansas
569. Lewisville (AR), City of, Arkansas
570. Lincoln (AR), City of, Arkansas
571. Lincoln (AR), County of, Arkansas
572. Little Flock (AR), City of, Arkansas
573. Little River (AR), County of, Arkansas

574.	Little Rock (AR), City of, Arkansas	627.	Mount Pleasant (AR), City of, Arkansas
575.	Lockesburg (AR), City of, Arkansas	628.	Mount Vernon (AR), City of, Arkansas
576.	Logan (AR), County of, Arkansas	629.	Mountain Home (AR), City of, Arkansas
577.	London (AR), City of, Arkansas	630.	Mountain Pine (AR), City of, Arkansas
578.	Lonoke (AR), City of, Arkansas	631.	Mountainburg (AR), City of, Arkansas
579.	Lonoke (AR), County of, Arkansas	632.	Mulberry (AR), City of, Arkansas
580.	Louann (AR), City of, Arkansas	633.	Murfreesboro (AR), City of, Arkansas
581.	Luxora (AR), City of, Arkansas	634.	Nashville (AR), City of, Arkansas
582.	Lynn (AR), City of, Arkansas	635.	Nevada (AR), County of, Arkansas
583.	Madison (AR), City of, Arkansas	636.	Newark (AR), City of, Arkansas
584.	Madison (AR), County of, Arkansas	637.	Newport (AR), City of, Arkansas
585.	Magazine (AR), City of, Arkansas	638.	Newton (AR), County of, Arkansas
586.	Magness (AR), City of, Arkansas	639.	Norfolk (AR), City of, Arkansas
587.	Magnolia (AR), City of, Arkansas	640.	Norman (AR), City of, Arkansas
588.	Malvern (AR), City of, Arkansas	641.	Norphlet (AR), City of, Arkansas
589.	Mammoth Spring (AR), City of, Arkansas	642.	North Little Rock (AR), City of, Arkansas
590.	Manila (AR), City of, Arkansas	643.	Oak Grove (AR), City of, Arkansas
591.	Mansfield (AR), City of, Arkansas	644.	Oak Grove Heights (AR), City of, Arkansas
592.	Marianna (AR), City of, Arkansas	645.	Oakhaven (AR), City of, Arkansas
593.	Marie (AR), City of, Arkansas	646.	Oden (AR), City of, Arkansas
594.	Marion (AR), City of, Arkansas	647.	Ogden (AR), City of, Arkansas
595.	Marion (AR), County of, Arkansas	648.	Oil Trough (AR), City of, Arkansas
596.	Marked Tree (AR), City of, Arkansas	649.	O'Kean (AR), City of, Arkansas
597.	Marmaduke (AR), City of, Arkansas	650.	Okolona (AR), City of, Arkansas
598.	Marvell (AR), City of, Arkansas	651.	Ola (AR), City of, Arkansas
599.	Maumelle (AR), City of, Arkansas	652.	Omaha (AR), City of, Arkansas
600.	Mayflower (AR), City of, Arkansas	653.	Oppelo (AR), City of, Arkansas
601.	Maynard (AR), City of, Arkansas	654.	Osceola (AR), City of, Arkansas
602.	McCaskill (AR), City of, Arkansas	655.	Ouachita (AR), County of, Arkansas
603.	McCrae (AR), City of, Arkansas	656.	Oxford (AR), City of, Arkansas
604.	McCrory (AR), City of, Arkansas	657.	Ozan (AR), City of, Arkansas
605.	McDougal (AR), City of, Arkansas	658.	Ozark (AR), City of, Arkansas
606.	McGehee (AR), City of, Arkansas	659.	Palestine (AR), City of, Arkansas
607.	McNab (AR), City of, Arkansas	660.	Pangburn (AR), City of, Arkansas
608.	Melbourne (AR), City of, Arkansas	661.	Paragould (AR), City of, Arkansas
609.	Mena (AR), City of, Arkansas	662.	Paris (AR), City of, Arkansas
610.	Menifee (AR), City of, Arkansas	663.	Parkdale (AR), City of, Arkansas
611.	Midland (AR), City of, Arkansas	664.	Parkin (AR), City of, Arkansas
612.	Miller (AR), County of, Arkansas	665.	Patmos (AR), City of, Arkansas
613.	Mineral Springs (AR), City of, Arkansas	666.	Patterson (AR), City of, Arkansas
614.	Minturn (AR), City of, Arkansas	667.	Pea Ridge (AR), City of, Arkansas
615.	Mississippi (AR), County of, Arkansas	668.	Peach Orchard (AR), City of, Arkansas
616.	Mitchellville (AR), City of, Arkansas	669.	Perla (AR), City of, Arkansas
617.	Monette (AR), City of, Arkansas	670.	Perry (AR), City of, Arkansas
618.	Monroe (AR), County of, Arkansas	671.	Perry (AR), County of, Arkansas
619.	Montgomery (AR), County of, Arkansas	672.	Perrytown (AR), City of, Arkansas
620.	Monticello (AR), City of, Arkansas	673.	Perryville (AR), City of, Arkansas
621.	Montrose (AR), City of, Arkansas	674.	Phillips (AR), County of, Arkansas
622.	Moorefield (AR), City of, Arkansas	675.	Piggott (AR), City of, Arkansas
623.	Moro (AR), City of, Arkansas	676.	Pike (AR), County of, Arkansas
624.	Morrilton (AR), City of, Arkansas	677.	Pindall (AR), City of, Arkansas
625.	Morrison Bluff (AR), City of, Arkansas	678.	Pine Bluff (AR), City of, Arkansas
626.	Mount Ida (AR), City of, Arkansas		

679.	Pineville (AR), City of, Arkansas	732.	Sherwood (AR), City of, Arkansas
680.	Plainview (AR), City of, Arkansas	733.	Shirley (AR), City of, Arkansas
681.	Pleasant Plains (AR), City of, Arkansas	734.	Sidney (AR), City of, Arkansas
682.	Plumerville (AR), City of, Arkansas	735.	Siloam Springs (AR), City of, Arkansas
683.	Pocahontas (AR), City of, Arkansas	736.	Smackover (AR), City of, Arkansas
684.	Poinsett (AR), County of, Arkansas	737.	Smithville (AR), City of, Arkansas
685.	Polk (AR), County of, Arkansas	738.	South Lead Hill (AR), City of, Arkansas
686.	Pollard (AR), City of, Arkansas	739.	Sparkman (AR), City of, Arkansas
687.	Pope (AR), County of, Arkansas	740.	Springdale (AR), City of, Arkansas
688.	Portia (AR), City of, Arkansas	741.	Springtown (AR), City of, Arkansas
689.	Portland (AR), City of, Arkansas	742.	St. Charles (AR), City of, Arkansas
690.	Pottsville (AR), City of, Arkansas	743.	St. Francis (AR), City of, Arkansas
691.	Powhatan (AR), City of, Arkansas	744.	St. Francis (AR), County of, Arkansas
692.	Poyen (AR), City of, Arkansas	745.	St. Joe (AR), City of, Arkansas
693.	Prairie (AR), County of, Arkansas	746.	St. Paul (AR), City of, Arkansas
694.	Prairie Grove (AR), City of, Arkansas	747.	Stamps (AR), City of, Arkansas
695.	Prattsville (AR), City of, Arkansas	748.	Star City (AR), City of, Arkansas
696.	Prescott (AR), City of, Arkansas	749.	Stephens (AR), City of, Arkansas
697.	Pulaski (AR), County of, Arkansas	750.	Stone (AR), County of, Arkansas
698.	Pyatt (AR), City of, Arkansas	751.	Strawberry (AR), City of, Arkansas
699.	Quitman (AR), City of, Arkansas	752.	Strong (AR), City of, Arkansas
700.	Randolph (AR), County of, Arkansas	753.	Stuttgart (AR), City of, Arkansas
701.	Ratcliff (AR), City of, Arkansas	754.	Subiaco (AR), City of, Arkansas
702.	Ravenden (AR), City of, Arkansas	755.	Success (AR), City of, Arkansas
703.	Ravenden Springs (AR), City of, Arkansas	756.	Sulphur Rock (AR), City of, Arkansas
704.	Rector (AR), City of, Arkansas	757.	Sulphur Springs (AR), City of, Arkansas
705.	Redfield (AR), City of, Arkansas	758.	Summit (AR), City of, Arkansas
706.	Reed (AR), City of, Arkansas	759.	Sunset (AR), City of, Arkansas
707.	Reyno (AR), City of, Arkansas	760.	Swifton (AR), City of, Arkansas
708.	Rison (AR), City of, Arkansas	761.	Taylor (AR), City of, Arkansas
709.	Rockport (AR), City of, Arkansas	762.	Texarkana (AR), City of, Arkansas
710.	Roe (AR), City of, Arkansas	763.	Thornton (AR), City of, Arkansas
711.	Rogers (AR), City of, Arkansas	764.	Tillar (AR), City of, Arkansas
712.	Rondo (AR), City of, Arkansas	765.	Tinsman (AR), City of, Arkansas
713.	Rose Bud (AR), City of, Arkansas	766.	Tollette (AR), City of, Arkansas
714.	Rosston (AR), City of, Arkansas	767.	Tontitown (AR), City of, Arkansas
715.	Rudy (AR), City of, Arkansas	768.	Traskwood (AR), City of, Arkansas
716.	Russell (AR), City of, Arkansas	769.	Trumann (AR), City of, Arkansas
717.	Russellville (AR), City of, Arkansas	770.	Tuckerman (AR), City of, Arkansas
718.	Salem (AR), City of, Arkansas	771.	Tull (AR), City of, Arkansas
719.	Salesville (AR), City of, Arkansas	772.	Tupelo (AR), City of, Arkansas
720.	Saline (AR), County of, Arkansas	773.	Turrell (AR), City of, Arkansas
721.	Scott (AR), County of, Arkansas	774.	Twin Groves (AR), City of, Arkansas
722.	Scranton (AR), City of, Arkansas	775.	Tyronza (AR), City of, Arkansas
723.	Searcy (AR), City of, Arkansas	776.	Ulm (AR), City of, Arkansas
724.	Searcy (AR), County of, Arkansas	777.	Union (AR), County of, Arkansas
725.	Sebastian (AR), County of, Arkansas	778.	Valley Springs (AR), City of, Arkansas
726.	Sedgwick (AR), City of, Arkansas	779.	Van Buren (AR), City of, Arkansas
727.	Sevier (AR), County of, Arkansas	780.	Van Buren (AR), County of, Arkansas
728.	Shannon Hills (AR), City of, Arkansas	781.	Vandervoort (AR), City of, Arkansas
729.	Sharp (AR), County of, Arkansas	782.	Victoria (AR), City of, Arkansas
730.	Sheridan (AR), City of, Arkansas	783.	Vilonia (AR), City of, Arkansas
731.	Sherrill (AR), City of, Arkansas	784.	Viola (AR), City of, Arkansas

785. Wabbaseka (AR), City of, Arkansas
786. Waldenburg (AR), City of, Arkansas
787. Waldo (AR), City of, Arkansas
788. Waldron (AR), City of, Arkansas
789. Walnut Ridge (AR), City of, Arkansas
790. Ward (AR), City of, Arkansas
791. Warren (AR), City of, Arkansas
792. Washington (AR), City of, Arkansas
793. Washington (AR), County of, Arkansas
794. Watson (AR), City of, Arkansas
795. Weiner (AR), City of, Arkansas
796. Weldon (AR), City of, Arkansas
797. West Fork (AR), City of, Arkansas
798. West Memphis (AR), City of, Arkansas
799. West Point (AR), City of, Arkansas
800. Western Grove (AR), City of, Arkansas
801. Wheatley (AR), City of, Arkansas
802. Whelen Springs (AR), City of, Arkansas
803. White (AR), County of, Arkansas
804. White Hall (AR), City of, Arkansas
805. Wickes (AR), City of, Arkansas
806. Widener (AR), City of, Arkansas
807. Wiederkehr Village (AR), City of, Arkansas
808. Williford (AR), City of, Arkansas
809. Willisville (AR), City of, Arkansas
810. Wilmar (AR), City of, Arkansas
811. Wilmot (AR), City of, Arkansas
812. Wilson (AR), City of, Arkansas
813. Wilton (AR), City of, Arkansas
814. Winchester (AR), City of, Arkansas
815. Winslow (AR), City of, Arkansas
816. Winthrop (AR), City of, Arkansas
817. Woodruff (AR), County of, Arkansas
818. Wooster (AR), City of, Arkansas
819. Wrightsville (AR), City of, Arkansas
820. Wynne (AR), City of, Arkansas
821. Yell (AR), County of, Arkansas
822. Yellville (AR), City of, Arkansas
823. Zinc (AR), City of, Arkansas
824. Alameda (CA), County of, California
825. Amador (CA), County of, California
826. Anaheim (CA), City of, California
827. Butte (CA), County of, California
828. Calaveras (CA), County of, California
829. Chico (CA), City of, California
830. Chula Vista (CA), City of, California
831. Clearlake (CA), City of, California
832. Contra Costa (CA), County of, California
833. Costa Mesa (CA), City of, California
834. Del Norte (CA), County of, California
835. Downey Unified School District (CA), California
836. Dublin (CA), City of, California
837. El Dorado (CA), County of, California
838. El Monte (CA), City of, California
839. Elk Grove Unified School District (CA), California
840. Encinitas (CA), City of, California
841. Eureka (CA), City of, California
842. Fresno (CA), County of, California
843. Fullerton (CA), City of, California
844. Glenn (CA), County of, California
845. Health Plan of San Joaquin (CA), California
846. Humboldt (CA), County of, California
847. Huntington Beach (CA), City of, California
848. Imperial (CA), County of, California
849. Inland Empire Health Plan (CA), California
850. Inyo (CA), County of, California
851. Irvine (CA), City of, California
852. Kern (CA), County of, California
853. Kern High School District (CA), California
854. La Habra (CA), City of, California
855. La Mesa (CA), City of, California
856. Laguna Beach (CA), City of, California
857. Lakeport (CA), City of, California
858. Lassen (CA), County of, California
859. Los Angeles (CA), City of, California
860. Los Angeles County o/a L.A. Care Health Plan (CA), Local Initiative Health Authority
861. Madera (CA), County of, California
862. Marin (CA), County of, California
863. Mariposa (CA), County of, California
864. Mendocino (CA), County of, California
865. Merced (CA), County of, California
866. Modoc (CA), County of, California
867. Mono (CA), County of, California
868. Monterey (CA), County of, California
869. Montezuma (CA), Fire Protection District, California
870. Murrieta (CA), City of, California
871. Napa (CA), County of, California
872. Nevada (CA), County of, California
873. Oxnard (CA), City of, California
874. Placentia (CA), City of, California
875. Placer (CA), County of, California
876. Plumas (CA), County of, California
877. Riverside (CA), County of, California
878. Sacramento (CA), City of, California
879. Sacramento (CA), County of, California
880. San Benito (CA), County of, California
881. San Bernardino (CA), County of, California
882. San Clemente (CA), City of, California

883. San Diego (CA), City of, California
884. San Diego (CA), County of, California
885. San Francisco (CA), City of, California
886. San Joaquin (CA), County of, California
887. San Jose (CA), City of, California
888. San Luis Obispo (CA), County of, California
889. San Mateo (CA), County of, California
890. Santa Ana (CA), City of, California
891. Santa Barbara (CA), County of, California
892. Santa Barbara San Luis Obispo Regional Heath Authority, d/b/a Central Hospital (CA), California
893. Santa Cruz (CA), County of, California
894. Shasta (CA), County of, California
895. Siskiyou (CA), County of, California
896. Sonoma (CA), County of, California
897. Stockton (CA), City of, California
898. Sutter (CA), County of, California
899. Tehama (CA), County of, California
900. Trinity (CA), County of, California
901. Tulare (CA), County of, California
902. Tuolumne (CA), County of, California
903. Ventura (CA), County of, California
904. Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (CA), California
905. Westminster (CA), City of, California
906. Yolo (CA), County of, California
907. Yuba (CA), County of, California
908. Adams (CO), County of (Board of Commissioners), Colorado
909. Alamosa (CO), City of, Colorado
910. Alamosa (CO), County of, Colorado
911. Arapahoe (CO), County of (Board of Commissioners), Colorado
912. Aurora (CO), City of, Colorado
913. Black Hawk (CO), City of, Colorado
914. Boulder (CO), County of (Board of Commissioners), Colorado
915. Brighton (CO), City of, Colorado
916. Broomfield (CO), City of, Colorado
917. Chaffee (CO), County of, Colorado
918. Commerce City (CO), City of, Colorado
919. Conejos (CO), County of, Colorado
920. Crowley (CO), County of, Colorado
921. Denver (CO), City of, Colorado
922. Federal Heights (CO), City of, Colorado
923. Fremont (CO), County of (Board of Commissioners), Colorado
924. Greeley (CO), City of, Colorado
925. Hudson (CO), City of, Colorado
926. Huerfano (CO), County of, Colorado
927. Jefferson (CO), County of (Board of Commissioners), Colorado
928. Lakewood (CO), City of, Colorado
929. Larimer (CO), County of (Board of Commissioners), Colorado
930. Las Animas (CO), County of, Colorado
931. Mesa (CO), County of (Board of Commissioners), Colorado
932. Mesa County Valley School District 51 (CO), Colorado
933. Northglenn (CO), City of, Colorado
934. Otero (CO), County of, Colorado
935. Pueblo (CO), County of, Colorado
936. Sheridan (CO), City of, Colorado
937. Teller (CO), County of (Board of Commissioners), Colorado
938. Thornton (CO), City of, Colorado
939. Tri-County Health Department (CO), Colorado
940. Westminster (CO), City of, Colorado
941. Wheat Ridge (CO), City of, Colorado
942. Ansonia (CT), City of, Connecticut
943. Beacon Falls (CT), Town of, Connecticut
944. Berlin (CT), Town of, Connecticut
945. Bethlehem (CT), Town of, Connecticut
946. Bridgeport (CT), City of, Connecticut
947. Bristol (CT), City of, Connecticut
948. Coventry (CT), Town of, Connecticut
949. Danbury (CT), City of, Connecticut
950. Derby (CT), City of, Connecticut
951. East Hartford (CT), Town of, Connecticut
952. Enfield (CT), Town of, Connecticut
953. Fairfield (CT), Town of, Connecticut
954. Middlebury (CT), Town of, Connecticut
955. Middletown (CT), City of, Connecticut
956. Milford (CT), City of, Connecticut
957. Monroe (CT), Town of, Connecticut
958. Naugatuck (CT), Borough of, Connecticut
959. New London (CT), City of, Connecticut
960. New Milford (CT), Town of, Connecticut
961. Newtown (CT), Town of, Connecticut
962. North Haven (CT), Town of, Connecticut
963. Norwalk (CT), City of, Connecticut
964. Norwich (CT), City of, Connecticut
965. Oxford (CT), Town of, Connecticut
966. Prospect (CT), Town of, Connecticut
967. Roxbury (CT), Town of, Connecticut
968. Seymour (CT), Town of, Connecticut
969. Shelton (CT), City of, Connecticut
970. Southbury (CT), Town of, Connecticut
971. Southington (CT), Town of, Connecticut
972. Stratford (CT), Town of, Connecticut
973. Thomaston (CT), Town of, Connecticut

974. Tolland (CT), Town of, Connecticut
975. Torrington (CT), City of, Connecticut
976. Wallingford (CT), Town of, Connecticut
977. Waterbury (CT), City of, Connecticut
978. West Haven (CT), City of, Connecticut
979. Wethersfield (CT), Town of, Connecticut
980. Windham (CT), Town of, Connecticut
981. Wolcott (CT), Town of, Connecticut
982. Woodbury (CT), Town of, Connecticut
983. Dover (DE), City of, Delaware
984. Kent (DE), County of, Delaware
985. Seaford (DE), City of, Delaware
986. Sussex (DE), County of, Delaware
987. Alachua (FL), County of, Florida
988. Apopka (FL), City of, Florida
989. Bay (FL), County of, Florida
990. Bradenton (FL), City of, Florida
991. Bradford (FL), County of, Florida
992. Brevard (FL), County of, Florida
993. Broward (FL), County of, Florida
994. Calhoun (FL), County of, Florida
995. Clay (FL), County of, Florida
996. Clearwater (FL), City of, Florida
997. Coconut Creek (FL), City of, Florida
998. Coral Gables (FL), City of, Florida
999. Coral Springs (FL), City of, Florida
1000. Daytona Beach (FL), City of, Florida
1001. Daytona Beach Shores (FL), City of, Florida
1002. Deerfield Beach (FL), City of, Florida
1003. Delray Beach (FL), City of, Florida
1004. Deltona (FL), City of, Florida
1005. Dixie (FL), County of, Florida
1006. Eatonville (FL), Town of, Florida
1007. Escambia (FL), County of, Florida
1008. Florida City (FL), City of, Florida
1009. Fort Lauderdale (FL), City of, Florida
1010. Fort Pierce (FL), City of, Florida
1011. Gilchrist (FL), County of, Florida
1012. Gulf (FL), County of, Florida
1013. Halifax Hospital Medical Center (FL), Florida
1014. Hallandale Beach (FL), City of, Florida
1015. Hamilton (FL), County of, Florida
1016. Hernando (FL), County of, Florida
1017. Hillsborough (FL), County of, Florida
1018. Holmes (FL), County of, Florida
1019. Homestead (FL), City of, Florida
1020. Jackson (FL), County of, Florida
1021. Jacksonville (FL), City of, Florida
1022. Lake (FL), County of, Florida
1023. Lauderhill (FL), City of, Florida
1024. Lee (FL), County of, Florida
1025. Lee Memorial Health System, d/b/a Lee Health (FL), Florida
1026. Leon (FL), County of, Florida
1027. Levy (FL), County of, Florida
1028. Lynn Haven (FL), City of, Florida
1029. Manatee (FL), County of, Florida
1030. Marion (FL), County of, Florida
1031. Miami (FL), City of, Florida
1032. Miami Gardens (FL), City of, Florida
1033. Miami-Dade (FL), County of, Florida
1034. Miami-Dade (FL), School Board of, Florida
1035. Miramar (FL), City of, Florida
1036. Monroe (FL), County of (County Commission), Florida
1037. New Port Richey (FL), City of, Florida
1038. Niceville, City of (FL), Florida
1039. North Broward Hospital District (FL), Florida
1040. North Miami (FL), City of, Florida
1041. Ocala (FL), City of, Florida
1042. Ocoee (FL), City of, Florida
1043. Okaloosa (FL), County of, Florida
1044. Orange (FL), County of, Florida
1045. Orlando (FL), City of, Florida
1046. Ormond Beach (FL), City of, Florida
1047. Osceola (FL), County of, Florida
1048. Oviedo (FL), City of, Florida
1049. Palatka (FL), City of, Florida
1050. Palm Bay (FL), City of, Florida
1051. Palm Beach (FL), County of, Florida
1052. Palmetto (FL), City of, Florida
1053. Panama City (FL), City of, Florida
1054. Pasco (FL), County of, Florida
1055. Pembroke Pines (FL), City of, Florida
1056. Pensacola (FL), City of, Florida
1057. Pinellas (FL), County of, Florida
1058. Pinellas Park (FL), City of, Florida
1059. Polk (FL), County of, Florida
1060. Pompano Beach (FL), City of, Florida
1061. Port St. Lucie (FL), City of, Florida
1062. Putnam (FL), County of, Florida
1063. Sanford (FL), City of, Florida
1064. Santa Rosa (FL), County of, Florida
1065. Sarasota (FL), City of, Florida
1066. Sarasota (FL), County of, Florida
1067. Sarasota County Public Hospital District d/b/a Memorial Healthcare System, Inc. (FL), Florida
1068. Seminole (FL), County of, Florida
1069. St. Augustine (FL), City of, Florida
1070. St. Johns (FL), County of, Florida
1071. St. Lucie (FL), County of, Florida

1072. St. Petersburg (FL), City of, Florida
1073. Stuart (FL), City of, Florida
1074. Suwannee (FL), County of, Florida
1075. Sweetwater (FL), City of, Florida
1076. Tallahassee (FL), City of, Florida
1077. Tampa (FL), City of, Florida
1078. Taylor (FL), County of, Florida
1079. Union (FL), County of, Florida
1080. Volusia (FL), County of, Florida
1081. Walton (FL), County of, Florida
1082. Washington (FL), County of, Florida
1083. West Volusia Hospital Authority (FL), Florida
1084. Adel (GA), City of, Georgia
1085. Advantage Behavioral Health Systems (GA), Georgia
1086. Albany (GA), City of, Georgia
1087. Albany Area Community Service Board d/b/a Aspire Behavioral Health & Developmental Disability Services (GA), Georgia
1088. Alma (GA), City of, Georgia
1089. Appling (GA), County of, Georgia
1090. Appling (GA), County of (County Sheriff Mark Melton), Georgia
1091. Arlington (GA), City of, Georgia
1092. Athens-Clarke County (GA), The Unified Government of, Georgia
1093. Atkinson (GA), County of, Georgia
1094. Atlanta (GA), City of, Georgia
1095. Augusta (GA), City of; Augusta (GA), County of, Georgia
1096. Bacon (GA), County of, Georgia
1097. Bainbridge (GA), City of, Georgia
1098. Baldwin (GA), County of (Sheriff William C. Massee, Jr.), Georgia
1099. Banks (GA), County of, Georgia
1100. Bartow (GA), County of, Georgia
1101. Ben Hill (GA), County of, Georgia
1102. Berrien (GA), County of, Georgia
1103. Bibb (GA), County of (Sheriff David J. Davis), Georgia
1104. Bibb County School District (GA), Georgia
1105. Blackshear (GA), City of, Georgia
1106. Blakely (GA), City of, Georgia
1107. Brantley (GA), County of, Georgia
1108. Brooks (GA), County of, Georgia
1109. Brunswick (GA), City of, Georgia
1110. Bulloch (GA), County of, Georgia
1111. Burke (GA), County of, Georgia
1112. Butts (GA), County of, Georgia
1113. Camden (GA), County of, Georgia
1114. Candler (GA), County of, Georgia
1115. Candler County (GA), Hospital Authority, Georgia
1116. Carroll (GA), County of, Georgia
1117. Cartersville (GA), City of, Georgia
1118. Catoosa (GA), County of, Georgia
1119. Charlton (GA), County of, Georgia
1120. Chatham (GA), County of, Georgia
1121. Chatham County Hospital Authority (GA), Georgia
1122. Chattooga (GA), County of, Georgia
1123. Cherokee (GA), County of, Georgia
1124. Clay (GA), County of, Georgia
1125. Clayton (GA), County of, Georgia
1126. Clayton Community MH/SA/DS Service Board (GA), Georgia
1127. Clinch (GA), County of, Georgia
1128. Clinch County (GA) Hospital Authority, Georgia
1129. Cobb (GA) County of, Georgia
1130. Cobb County Community Service Board (GA), Georgia
1131. Coffee (GA), County of (Sheriff Doyle T. Wooten), Georgia
1132. Columbia (GA), County of, Georgia
1133. Columbus (GA), City of, Georgia
1134. Community Mental Health Center of East Central Georgia d/b/a Serenity Behavioral Health Systems (GA), Georgia
1135. Community Service Board of Middle Georgia (GA), Georgia
1136. Cook (GA), County of, Georgia
1137. Crawford (GA), County of (Sheriff Lewis S. Walker), Georgia
1138. Crisp (GA), County of, Georgia
1139. Crisp (GA), County of (Sheriff H.W. Hancock), Georgia
1140. Dade (GA), County of, Georgia
1141. Damascus (GA), City of, Georgia
1142. Dawson (GA), City of, Georgia
1143. Dawson (GA), County of, Georgia
1144. Decatur (GA), County of, Georgia
1145. DeKalb (GA) County of, Georgia
1146. Demorest (GA), City of, Georgia
1147. Dodge County Hospital Authority d/b/a Dodge County Hospital (GA), Georgia
1148. Dooly (GA), County of, Georgia
1149. Doraville (GA), City of, Georgia
1150. Dougherty (GA), County of, Georgia
1151. Douglas (GA), County of, Georgia
1152. Dunwoody (GA), City of, Georgia
1153. Early (GA), County of, Georgia
1154. Echols (GA), County of, Georgia
1155. Effingham (GA), County of, Georgia

1156. Elbert (GA), County of, Georgia
1157. Emanuel (GA), County of, Georgia
1158. Evans (GA), County of, Georgia
1159. Evans Memorial Hospital, Inc. (GA), Georgia
1160. Fannin (GA), County of, Georgia
1161. Fayette (GA), County of, Georgia
1162. Fitzgerald (GA), City of, Georgia
1163. Floyd (GA), County of, Georgia
1164. Forsyth (GA), County of, Georgia
1165. Fulton (GA), County of, Georgia
1166. Gainesville (GA), City of, Georgia
1167. Gateway Community Service Board (GA), Georgia
1168. Georgia Mountains Community Services d/b/a Avita Community Partners (GA), Georgia
1169. Georgia Pines Community Service Board (GA), Georgia
1170. Glascock (GA), County of, Georgia
1171. Glynn (GA), County of, Georgia
1172. Glynn (GA), County of (Sheriff E. Neal Jump), Georgia
1173. Grady (GA), County of, Georgia
1174. Greene (GA), County of, Georgia
1175. Gwinnett (GA), County of, Georgia
1176. Habersham (GA), County of, Georgia
1177. Habersham County Medical Center (GA), Georgia
1178. Hall (GA), County of, Georgia
1179. Hancock (GA), County of, Georgia
1180. Harris (GA), County of (Sheriff Mike Jolley), Georgia
1181. Heard (GA), County of, Georgia
1182. Henry (GA), County of, Georgia
1183. Highland Rivers Community Service Board d/b/a Highland Rivers Health (GA), Georgia
1184. Hospital Authority of Bainbridge and Decatur County (GA), Georgia
1185. Hospital Authority of Baxley and Appling County (GA), Georgia
1186. Hospital Authority of Bleckley County (GA) d/b/a Bleckley Memorial Hospital, Georgia
1187. Houston (GA), County of, Georgia
1188. Houston (GA), County of (Sheriff Cullen Talton), Georgia
1189. Irwin (GA), County of, Georgia
1190. Jackson (GA), County of, Georgia
1191. Jasper (GA), County of, Georgia
1192. Jeff Davis (GA), County of, Georgia
1193. Jeff Davis (GA), County of (Sheriff Preston Bohannon), Georgia
1194. Jefferson (GA), County of, Georgia
1195. Johnson (GA), County of, Georgia
1196. Jones (GA), County of, Georgia
1197. Jones (GA), County of (Sheriff R.N. Butch Reece), Georgia
1198. Lakeland (GA), City of, Georgia
1199. Lanier (GA), County of, Georgia
1200. Laurens (GA), County of, Georgia
1201. Laurens (GA), County of (Sheriff Larry H. Dean), Georgia
1202. Lee (GA), County of, Georgia
1203. Liberty (GA), County of, Georgia
1204. Lincoln (GA), County of, Georgia
1205. Long (GA), County of, Georgia
1206. Lookout Mountain Community Service Board (GA), Georgia
1207. Lowndes (GA), County of, Georgia
1208. Lumpkin (GA), County of, Georgia
1209. Macon (GA), County of, Georgia
1210. Macon-Bibb County (GA), Unified Government of, Georgia
1211. Madison (GA), County of, Georgia
1212. McDuffie (GA), County of, Georgia
1213. McIntosh (GA), County of, Georgia
1214. Meriwether (GA), County of, Georgia
1215. Meriwether (GA), County of (Sheriff Chuck Smith), Georgia
1216. Middle Flint Area Community Service Board d/b/a Middle Flint Behavioral Healthcare (GA), Georgia
1217. Milledgeville (GA), City of, Georgia
1218. Monroe (GA), County of, Georgia
1219. Montgomery (GA), County of, Georgia
1220. Murray (GA), County of (Sheriff Gary Langford), Georgia
1221. Nashville (GA), City of, Georgia
1222. New Horizons Community Service Board (GA), Georgia
1223. Newton (GA), County of, Georgia
1224. Oconee (GA), County of, Georgia
1225. Oconee (GA), County of (Sheriff Scott R. Berry), Georgia
1226. Oglethorpe (GA), County of, Georgia
1227. Peach (GA), County of, Georgia
1228. Peach (GA), County of (Sheriff Terry Deese), Georgia
1229. Pierce (GA), County of, Georgia
1230. Pierce (GA), County of (Sheriff Ramsey Bennett), Georgia
1231. Pike (GA), County of, Georgia

1232. Pineland Behavioral Health and Developmental Disabilities CSB (GA), Georgia
1233. Polk (GA), County of, Georgia
1234. Pooler (GA), City of, Georgia
1235. Pulaski (GA), County of, Georgia
1236. Rabun (GA), County of, Georgia
1237. Randolph (GA), County of, Georgia
1238. Richmond Hill (GA), City of, Georgia
1239. River Edge Behavioral Health (GA), Georgia
1240. Rockdale (GA), County of, Georgia
1241. Rome (GA), City of, Georgia
1242. Sandy Springs (GA), City of, Georgia
1243. Satilla Community Services d/b/a Unison Behavioral Health (GA), Georgia
1244. Savannah (GA), City of, Georgia
1245. Schley (GA), County of, Georgia
1246. Screven (GA), County of, Georgia
1247. Screven (GA), County of (Sheriff Mike Kile), Georgia
1248. Seminole (GA), County of, Georgia
1249. Spalding (GA), County of, Georgia
1250. Springfield (GA), City of, Georgia
1251. Stephens (GA), County of, Georgia
1252. Sumter (GA), County of, Georgia
1253. Taliaferro (GA), County of, Georgia
1254. Tattnall (GA), County of, Georgia
1255. Telfair (GA), County of (Sheriff Chris Steverson), Georgia
1256. Tift (GA), County of (Sheriff Gene Scarbrough), Georgia
1257. Tifton (GA), City of, Georgia
1258. Toombs (GA), County of, Georgia
1259. Towns (GA), County of, Georgia
1260. Troup (GA), County of, Georgia
1261. Twiggs (GA), County of, Georgia
1262. Union (GA), County of, Georgia
1263. Valdosta and Lowndes County (GA), Hospital Authority of d/b/a South Georgia Medical Center, Georgia
1264. Walton (GA), County of, Georgia
1265. Ware (GA), County of (Sheriff Randy F. Royal), Georgia
1266. Warren (GA), County of, Georgia
1267. Warwick (GA), City of, Georgia
1268. Washington (GA), County of, Georgia
1269. Wayne (GA), County of, Georgia
1270. Wayne (GA), County of (Sheriff John G. Carter), Georgia
1271. Wayne County (GA), Hospital Authority, Georgia
1272. Whitfield (GA), County of, Georgia
1273. Wilcox (GA), County of, Georgia
1274. Wilkes (GA), County of, Georgia
1275. Wilkinson (GA), County of, Georgia
1276. Woodbury (GA), City of, Georgia
1277. Worth (GA), County of, Georgia
1278. Kaua'i (HI), County of, Hawaii
1279. Ada (ID), County of, Idaho
1280. Adams (ID), County of, Idaho
1281. Bannock (ID), County of, Idaho
1282. Bingham (ID), County of, Idaho
1283. Blaine (ID), County of, Idaho
1284. Boise (ID), City of, Idaho
1285. Boise (ID), County of, Idaho
1286. Bonneville (ID), County of, Idaho
1287. Camas (ID), County of, Idaho
1288. Canyon (ID), County of, Idaho
1289. Caribou (ID), County of, Idaho
1290. Cassia (ID), County of, Idaho
1291. Chubbuck (ID), City of, Idaho
1292. Elmore (ID), County of, Idaho
1293. Gooding (ID), County of, Idaho
1294. Latah (ID), County of, Idaho
1295. Minidoka (ID), County of, Idaho
1296. Owyhee (ID), County of, Idaho
1297. Payette (ID), County of, Idaho
1298. Pocatello (ID), City of, Idaho
1299. Preston (ID), City of, Idaho
1300. Twin Falls (ID), City of, Idaho
1301. Twin Falls (ID), County of, Idaho
1302. Addison (IL), Village of, Illinois
1303. Alexander (IL), County of, Illinois
1304. Anna (IL), City of, Illinois
1305. Anna Hospital Corporation d/b/a Union County Hospital (IL), Illinois
1306. Bedford Park (IL), Village of, Illinois
1307. Bellwood (IL), Village of, Illinois
1308. Bensenville (IL), Village of, Illinois
1309. Benton (IL), City of, Illinois
1310. Berkeley (IL), Village of, Illinois
1311. Berwyn (IL), City of, Illinois
1312. Board of Education of East Aurora, School District 131 (IL), Illinois
1313. Board of Education of Joliet Township High School, District 204 (IL), Illinois
1314. Board of Education of Thornton Fractional Township High Schools, District 215 (IL), Illinois
1315. Board of Education of Thornton Township High Schools, District 205 (IL), Illinois
1316. Bolingbrook (IL), Village of, Illinois
1317. Bond (IL), County of, Illinois
1318. Bridgeview (IL), Village of, Illinois
1319. Broadview (IL), Village of, Illinois

1320. Burbank (IL), City of, Illinois
1321. Bureau (IL), County of, Illinois
1322. Calhoun (IL), County of, Illinois
1323. Carbondale (IL), City of, Illinois
1324. Chicago (IL), Board of Education, School District No. 299, Illinois
1325. Chicago (IL), City of, Illinois
1326. Chicago Heights (IL), City of, Illinois
1327. Chicago Ridge (IL), Village of, Illinois
1328. Christian (IL), County of, Illinois
1329. Coles (IL), County of, Illinois
1330. Cook (IL), County of, Illinois
1331. Countryside (IL), City of, Illinois
1332. Dekalb (IL), County of, Illinois
1333. Dolton (IL), Village of, Illinois
1334. DuPage (IL), County of, Illinois
1335. Edwards (IL), County of, Illinois
1336. Effingham (IL), County of, Illinois
1337. Evergreen Park (IL), Village of, Illinois
1338. Forest Park (IL), Village of, Illinois
1339. Franklin (IL), County of, Illinois
1340. Franklin Park (IL), Village of, Illinois
1341. Gallatin (IL), County of, Illinois
1342. Granite City (IL), City of, Illinois
1343. Hamilton (IL), County of, Illinois
1344. Hardin (IL) County of, Illinois
1345. Harrisburg (IL), City of, Illinois
1346. Harvey (IL), City of, Illinois
1347. Harwood Heights (IL), Village of, Illinois
1348. Henry (IL), County of, Illinois
1349. Herrin (IL), City of, Illinois
1350. Hillside (IL), Village of, Illinois
1351. Hodgkins (IL), Village of, Illinois
1352. Hoffman Estates (IL), Village of, Illinois
1353. Jasper (IL), County of, Illinois
1354. Jefferson (IL), County of, Illinois
1355. Jersey (IL), County of, Illinois
1356. Johnson (IL), County of, Illinois
1357. Kane (IL), County of, Illinois
1358. Kankakee (IL), City of, Illinois
1359. Kendall (IL), County of, Illinois
1360. La Grange Park (IL), Village of, Illinois
1361. Lake (IL), County of, Illinois
1362. LaSalle (IL), County of, Illinois
1363. Lawrence (IL), County of, Illinois
1364. Lee (IL), County of, Illinois
1365. Livingston (IL), County of, Illinois
1366. Lyons (IL), Township of, Illinois
1367. Lyons (IL), Village of, Illinois
1368. Macoupin (IL), County of, Illinois
1369. Marion (IL), City of, Illinois
1370. Marion (IL), County of, Illinois
1371. Massac (IL), County of, Illinois
1372. Massac Memorial, LLC d/b/a Massac Memorial Hospital (IL), Illinois
1373. Maywood (IL), Village of, Illinois
1374. McCook (IL), Village of, Illinois
1375. McHenry (IL), County of, Illinois
1376. McLean (IL), County of, Illinois
1377. Melrose Park (IL), Village of, Illinois
1378. Merriquette Park (IL), Village of, Illinois
1379. Metropolis (IL), City of, Illinois
1380. North Riverside (IL), Village of, Illinois
1381. Northlake (IL), City of, Illinois
1382. Oak Lawn (IL), Village of, Illinois
1383. Oak Park (IL), Village of, Illinois
1384. Orland Fire Protection District (IL), Illinois
1385. Orland Park (IL), Village of, Illinois
1386. Palos Heights (IL), City of, Illinois
1387. Palos Hills (IL), City of, Illinois
1388. Pekin (IL), City of, Illinois
1389. Peoria (IL), City of, Illinois
1390. Piatt (IL), County of, Illinois
1391. Posen (IL), Village of, Illinois
1392. Princeton (IL), City of, Illinois
1393. Pulaski (IL), County of, Illinois
1394. River Forest (IL), Village of, Illinois
1395. River Grove (IL), Village of, Illinois
1396. Riverside (IL), Village of, Illinois
1397. Rockford (IL), City of, Illinois
1398. Saline (IL), County of, Illinois
1399. Sangamon (IL), County of, Illinois
1400. Schiller Park (IL), Village of, Illinois
1401. Schuyler (IL), County of, Illinois
1402. Sesser (IL), City of, Illinois
1403. Shelby (IL), County of, Illinois
1404. St. Clair (IL), County of, Illinois
1405. Stone Park (IL), Village of, Illinois
1406. Streator (IL), City of, Illinois
1407. Summit (IL), Village of, Illinois
1408. Tinley Park (IL), Village of, Illinois
1409. Union (IL), County of, Illinois
1410. Wabash (IL), County of, Illinois
1411. Washington (IL), County of, Illinois
1412. Waukegan Community Unit School District (IL), Illinois
1413. West Frankfort (IL), City of, Illinois
1414. West Franklin (IL), County of (Central Dispatch), Illinois
1415. White (IL), County of, Illinois
1416. Will (IL), County of, Illinois
1417. Williamson (IL), County of, Illinois
1418. Winnebago (IL), County of, Illinois
1419. Alexandria (IN), City of, Indiana
1420. Allen (IN), County of (Board of Commissioners), Indiana

1421. Atlanta (IN), Town of, Indiana
1422. Austin (IN), City of, Indiana
1423. Beech Grove (IN), City of, Indiana
1424. Benton (IN), County of, Indiana
1425. Blackford (IN), County of, Indiana
1426. Bloomington (IN), City of, Indiana
1427. Brownstown (IN), Town of, Indiana
1428. Chandler (IN), Town of, Indiana
1429. Connersville (IN), City of, Indiana
1430. Danville (IN), Town of, Indiana
1431. Delaware (IN), County of, Indiana
1432. Elwood (IN), City of, Indiana
1433. Evansville (IN), City of, Indiana
1434. Fayette (IN), County of, Indiana
1435. Fishers (IN), City of, Indiana
1436. Fort Wayne (IN), City of, Indiana
1437. Fort Wayne Community Schools (IN), Indiana
1438. Franklin (IN), City of, Indiana
1439. Franklin (IN), County of (Board of Commissioners), Indiana
1440. Gary (IN), City of, Indiana
1441. Greenwood (IN), City of, Indiana
1442. Hammond (IN), City of, Indiana
1443. Harrison (IN), County of, Indiana
1444. Hartford (IN), City of, Indiana
1445. Howard (IN), County of, Indiana
1446. Huntington (IN), City of, Indiana
1447. Indianapolis (IN), City of, Indiana
1448. Jackson (IN), County of, Indiana
1449. Jasper (IN), City of, Indiana
1450. Jay (IN), County of, Indiana
1451. Jeffersonville (IN), City of, Indiana
1452. Jennings (IN), County of, Indiana
1453. Kokomo (IN), City of, Indiana
1454. Lafayette (IN), City of, Indiana
1455. Lake (IN), County of, Indiana
1456. LaPorte (IN), County of, Indiana
1457. Lawrence (IN), City of, Indiana
1458. Lawrence (IN), County of, Indiana
1459. Logansport (IN), City of, Indiana
1460. Madison (IN), City of, Indiana
1461. Madison (IN), County of, Indiana
1462. Marion (IN), County of, Indiana
1463. Marshall (IN), County of, Indiana
1464. Martinsville (IN), City of, Indiana
1465. Mishawaka (IN), City of, Indiana
1466. Monroe (IN), County of, Indiana
1467. Montpelier (IN), City of, Indiana
1468. Mooresville (IN), Town of, Indiana
1469. Morgan (IN), County of, Indiana
1470. Muncie (IN), City of, Indiana
1471. New Albany (IN), City of, Indiana
1472. New Castle (IN), City of, Indiana
1473. Noblesville (IN), City of, Indiana
1474. Orange (IN), County of, Indiana
1475. Pendleton (IN), Town of, Indiana
1476. Penn-Harris-Madison School Corporation (IN), Indiana
1477. Peru (IN), City of, Indiana
1478. Plainfield (IN), Town of, Indiana
1479. Porter (IN), County of, Indiana
1480. Portland (IN), City of, Indiana
1481. Pulaski (IN), County of, Indiana
1482. Richmond (IN), City of, Indiana
1483. Ripley (IN), County of, Indiana
1484. School City of Mishawaka (IN), Indiana
1485. Scott (IN), County of, Indiana
1486. Seymour (IN), City of, Indiana
1487. Shelbyville (IN), City of, Indiana
1488. Sheridan (IN), Town of, Indiana
1489. Smith-Green Community Schools (IN), Indiana
1490. South Bend (IN), City of, Indiana
1491. South Bend Community School Corporation (IN), Indiana
1492. St. Joseph (IN), County of, Indiana
1493. Starke (IN), County of, Indiana
1494. Terre Haute (IN), City of, Indiana
1495. Tippecanoe (IN), County of, Indiana
1496. Upland (IN), Town of, Indiana
1497. Vanderburgh (IN), County of, Indiana
1498. Vigo (IN), County of, Indiana
1499. West Lafayette (IN), City of, Indiana
1500. Westfield (IN) City of, Indiana
1501. Zionsville (IN), Town of, Indiana
1502. Adair (IA), County of, Iowa
1503. Adams (IA), County of, Iowa
1504. Allamakee (IA), County of, Iowa
1505. Appanoose (IA), County of, Iowa
1506. Audubon (IA), County of, Iowa
1507. Benton (IA), County of, Iowa
1508. Black Hawk (IA), County of, Iowa
1509. Bremer (IA), County of, Iowa
1510. Buchanan (IA), County of, Iowa
1511. Buena Vista (IA), County of, Iowa
1512. Calhoun (IA), County of, Iowa
1513. Carroll (IA), County of, Iowa
1514. Cedar (IA), County of, Iowa
1515. Cerro Gordo (IA), County of, Iowa
1516. Cherokee (IA), County of, Iowa
1517. Chickasaw (IA), County of, Iowa
1518. Clay (IA), County of, Iowa
1519. Clayton (IA), County of, Iowa
1520. Clinton (IA), County of, Iowa
1521. Dallas (IA), County of, Iowa

1522. Delaware (IA), County of, Iowa
1523. Des Moines (IA), County of, Iowa
1524. Emmet (IA), County of, Iowa
1525. Fayette (IA), County of, Iowa
1526. Fremont (IA), County of, Iowa
1527. Hamilton (IA), County of, Iowa
1528. Hancock (IA), County of, Iowa
1529. Hardin (IA), County of, Iowa
1530. Harrison (IA), County of, Iowa
1531. Henry (IA), County of, Iowa
1532. Howard (IA), County of, Iowa
1533. Humboldt (IA), County of, Iowa
1534. Ida (IA), County of, Iowa
1535. Jasper (IA), County of, Iowa
1536. Johnson (IA), County of, Iowa
1537. Jones (IA), County of, Iowa
1538. Keokuk (IA), County of, Iowa
1539. Lee (IA), County of, Iowa
1540. Lyon (IA), County of, Iowa
1541. Madison (IA), County of, Iowa
1542. Mahaska (IA), County of, Iowa
1543. Marion (IA), County of, Iowa
1544. Mills (IA), County of, Iowa
1545. Mitchell (IA), County of, Iowa
1546. Monroe (IA), County of, Iowa
1547. Montgomery (IA), County of, Iowa
1548. Muscatine (IA), County of, Iowa
1549. O'Brien (IA), County of, Iowa
1550. Osceola (IA), County of, Iowa
1551. Plymouth (IA), County of, Iowa
1552. Pocahontas (IA), County of, Iowa
1553. Polk (IA), County of, Iowa
1554. Pottawattamie (IA), County of, Iowa
1555. Poweshiek (IA), County of, Iowa
1556. Sac (IA), County of, Iowa
1557. Scott (IA), County of, Iowa
1558. Shelby (IA), County of, Iowa
1559. Sioux (IA), County of, Iowa
1560. Tama (IA), County of, Iowa
1561. Taylor (IA), County of, Iowa
1562. Union (IA), County of, Iowa
1563. Webster (IA), County of, Iowa
1564. Winnebago (IA), County of, Iowa
1565. Winneshiek (IA), County of, Iowa
1566. Worth (IA), County of, Iowa
1567. Wright (IA), County of, Iowa
1568. Allen (KS), County of (Board of Commissioners), Kansas
1569. Barber (KS), County of (Board of Commissioners), Kansas
1570. Bourbon (KS), County of, Kansas
1571. Cherokee (KS), County of (Board of Commissioners), Kansas
1572. Cowley (KS), County of (Board of Commissioners), Kansas
1573. Crawford (KS), County of (Board of Commissioners), Kansas
1574. Dickinson (KS), County of (Board of County Counselors), Kansas
1575. Elk (KS), County of (Board of Commissioners), Kansas
1576. Elkhardt (KS), City of, Kansas
1577. Finney (KS), County of (Board of Commissioners), Kansas
1578. Ford (KS), County of (Board of Commissioners), Kansas
1579. Grant (KS), County of (Board of Commissioners), Kansas
1580. Greenwood (KS), County of (Board of Commissioners), Kansas
1581. Harvey (KS) County of, Kansas
1582. Johnson (KS), County of, Kansas
1583. Leavenworth (KS), County of (Board of Commissioners), Kansas
1584. Manter (KS), City of, Kansas
1585. Meade (KS), County of (Board of Commissioners), Kansas
1586. Montgomery (KS), County of, Kansas
1587. Morton (KS), County of (Board of Commissioners), Kansas
1588. Neosho (KS), County of (Board of Commissioners), Kansas
1589. Overland Park (KS), City of, Kansas
1590. Pratt (KS), County of (Board of Commissioners), Kansas
1591. Reno (KS), County of, Kansas
1592. Sedgwick (KS), County of (Board of Commissioners), Kansas
1593. Seward (KS), County of (Board of Commissioners), Kansas
1594. Shawnee (KS), County of (Board of Commissioners), Kansas
1595. Stanton (KS), County of (Board of Commissioners), Kansas
1596. Ulysses (KS), City of, Kansas
1597. Wabaunsee (KS), County of (Board of Counsellors), Kansas
1598. Wichita (KS), City of, Kansas
1599. Wyandotte County - Kansas City (KS), Unified Government of, Kansas
1600. Adair (KY), County (Fiscal Court), Kentucky
1601. Allen (KY), County of (Fiscal Court), Kentucky
1602. Anderson (KY), County of (Fiscal Court), Kentucky

1603. Ballard (KY), County of (Fiscal Court), Kentucky
1604. Bath (KY), County of (Fiscal Court), Kentucky
1605. Bell (KY), County of (Fiscal Court), Kentucky
1606. Bellefonte (KY), City of, Kentucky
1607. Benham (KY), City of, Kentucky
1608. Board of Education of Breathitt County Public Schools (KY), Kentucky
1609. Board of Education of Bullitt County Public Schools (KY), Kentucky
1610. Board of Education of Estill County Public Schools (KY), Kentucky
1611. Board of Education of Fayette County Public Schools (KY), Kentucky
1612. Board of Education of Harrison County Public Schools (KY), Kentucky
1613. Board of Education of Hart County Public Schools (KY), Kentucky
1614. Board of Education of Jefferson County Public Schools (KY), Kentucky
1615. Board of Education of Johnson County Public School District (KY), Kentucky
1616. Board of Education of LaRue County Public Schools (KY), Kentucky
1617. Board of Education of Lawrence County Public Schools (KY), Kentucky
1618. Board of Education of Martin County Public Schools (KY), Kentucky
1619. Board of Education of Menifee County Public Schools (KY), Kentucky
1620. Board of Education of Owsley County Public Schools (KY), Kentucky
1621. Board of Education of Wolfe County Public Schools (KY), Kentucky
1622. Boone (KY), County of (Fiscal Court), Kentucky
1623. Bourdon (KY), County of (Fiscal Court), Kentucky
1624. Boyd (KY), County of (Fiscal Court), Kentucky
1625. Boyle (KY), County of (Fiscal Court), Kentucky
1626. Bracken (KY), County of (Fiscal Court), Kentucky
1627. Breathitt (KY), County of (Fiscal Court), Kentucky
1628. Breckinridge (KY), County of (Fiscal Court), Kentucky
1629. Buckhorn (KY), City of, Kentucky
1630. Bullitt (KY), County of (Fiscal Court), Kentucky
1631. Caldwell (KY), County of (Fiscal Court), Kentucky
1632. Calloway (KY), County of (Fiscal Court), Kentucky
1633. Campbell (KY), County of (Fiscal Court), Kentucky
1634. Campbellsville (KY), City of, Kentucky
1635. Carlisle (KY), County of (Fiscal Court), Kentucky
1636. Carter (KY), County of (Fiscal Court), Kentucky
1637. Casey (KY), County of (Fiscal Court), Kentucky
1638. Christian (KY), County of (Fiscal Court), Kentucky
1639. Clark (KY), County of (Fiscal Court), Kentucky
1640. Clay (KY), County of (Fiscal Court), Kentucky
1641. Clinton (KY), County of (Fiscal Court), Kentucky
1642. Columbia (KY), City of, Kentucky
1643. Covington (KY), City of, Kentucky
1644. Cumberland (KY), County of (Fiscal Court), Kentucky
1645. Daviess (KY), County of (Fiscal Court), Kentucky
1646. Edmonson (KY), County of (Fiscal Court), Kentucky
1647. Elliott (KY), County of (Fiscal Court), Kentucky
1648. Estill (KY) County Emergency Medical Services, Kentucky
1649. Estill (KY), County of (Fiscal Court), Kentucky
1650. Fleming (KY), County of (Fiscal Court), Kentucky
1651. Florence (KY), City of, Kentucky
1652. Floyd (KY), County of (Fiscal Court), Kentucky
1653. Franklin (KY), County of (Fiscal Court), Kentucky
1654. Fulton (KY), County of (Fiscal Court), Kentucky
1655. Gallatin (KY), County of (Fiscal Court), Kentucky
1656. Garrard (KY), County of (Fiscal Court), Kentucky
1657. Grant (KY), County of (Fiscal Court), Kentucky
1658. Grayson (KY), City of, Kentucky
1659. Green (KY), County of (Fiscal Court), Kentucky

1660. Greenup (KY), City of, Kentucky
1661. Greenup (KY), County of (Fiscal Court), Kentucky
1662. Hancock (KY), County of (Fiscal Court), Kentucky
1663. Hardin (KY), County of (Fiscal Court), Kentucky
1664. Hardin Memorial Hospital (KY), Kentucky
1665. Harlan (KY), City of, Kentucky
1666. Harlan (KY), County of (Fiscal Court), Kentucky
1667. Harrison (KY), County of (Fiscal Court), Kentucky
1668. Hart (KY), County of (Fiscal Court), Kentucky
1669. Henderson (KY), City of, Kentucky
1670. Henderson (KY), County of (Fiscal Court), Kentucky
1671. Henry (KY), County of (Fiscal Court), Kentucky
1672. Hickman (KY), County of (Fiscal Court), Kentucky
1673. Hillview (KY), City of, Kentucky
1674. Hopkins (KY), County of (Fiscal Court), Kentucky
1675. Hyden (KY), City of, Kentucky
1676. Inez (KY), City of, Kentucky
1677. Jamestown (KY), City of, Kentucky
1678. Jenkins (KY), City of, Kentucky
1679. Jessamine (KY), County of (Fiscal Court), Kentucky
1680. Kenton (KY), County of (Fiscal Court), Kentucky
1681. Kentucky River District Health Department (KY), Kentucky
1682. Knott (KY), County of (Fiscal Court), Kentucky
1683. Knox (KY), County of (Fiscal Court), Kentucky
1684. Larue (KY), County of (Fiscal Court), Kentucky
1685. Laurel (KY), County of (Fiscal Court), Kentucky
1686. Lawrence (KY), County of (Fiscal Court), Kentucky
1687. Lee (KY), County of (Fiscal Court), Kentucky
1688. Leslie (KY), County of (Fiscal Court), Kentucky
1689. Letcher (KY), County of (Fiscal Court), Kentucky
1690. Lewis (KY), County of (Fiscal Court), Kentucky
1691. Lexington-Fayette County (KY), Urban Government of, Kentucky
1692. Lincoln (KY), County of (Fiscal Court), Kentucky
1693. Logan (KY), County of (Fiscal Court), Kentucky
1694. London (KY), City of, Kentucky
1695. Louisville/Jefferson County (KY), Metro Government of, Kentucky
1696. Loyall (KY), City of, Kentucky
1697. Lynch (KY), City of, Kentucky
1698. Madison (KY), County (Fiscal Court), Kentucky
1699. Manchester (KY), City of, Kentucky
1700. Marshall (KY), County of (Fiscal Court), Kentucky
1701. Martin (KY), County of (Fiscal Court), Kentucky
1702. Mason (KY), County of (Fiscal Court), Kentucky
1703. McCracken (KY), County of (Fiscal Court), Kentucky
1704. McLean (KY), County of (Fiscal Court), Kentucky
1705. Meade (KY), County of (Fiscal Court), Kentucky
1706. Mercer (KY), County of (Fiscal Court), Kentucky
1707. Monroe (KY), County of (Fiscal Court), Kentucky
1708. Montgomery (KY), County of (Fiscal Court), Kentucky
1709. Morehead (KY), City of, Kentucky
1710. Morgan (KY), County of (Fiscal Court), Kentucky
1711. Morganfield (KY), City of, Kentucky
1712. Mt. Washington (KY), City of, Kentucky
1713. Muhlenberg (KY), County of (Fiscal Court), Kentucky
1714. Murray (KY), City of, Kentucky
1715. Nicholas (KY), Count of (Fiscal Court), Kentucky
1716. Ohio (KY), County of (Fiscal Court), Kentucky
1717. Oldham (KY), County of (Fiscal Court), Kentucky
1718. Owen (KY), County of (Fiscal Court), Kentucky
1719. Owensboro (KY), City of, Kentucky
1720. Owsley (KY), County of (Fiscal Court), Kentucky
1721. Paducah (KY), City of, Kentucky
1722. Paintsville (KY), City of, Kentucky

1723. Pendleton (KY), County (Fiscal Court), Kentucky
1724. Perry (KY), County of (Fiscal Court), Kentucky
1725. Pike (KY), County of, Kentucky
1726. Pineville (KY), City of, Kentucky
1727. Pippa Passes (KY), City of, Kentucky
1728. Powell (KY), County of (Fiscal Court), Kentucky
1729. Prestonsburg (KY), City of, Kentucky
1730. Pulaski (KY), County of (Fiscal Court), Kentucky
1731. Rowan (KY), County of (Fiscal Court), Kentucky
1732. Russell (KY), City of, Kentucky
1733. Russell (KY), County of (Fiscal Court), Kentucky
1734. Russell Springs (KY), City of, Kentucky
1735. Scott (KY), County of (Fiscal Court), Kentucky
1736. Shelby (KY), County of (Fiscal Court), Kentucky
1737. Shepherdsville (KY), City of, Kentucky
1738. South Shore (KY), City of, Kentucky
1739. Spencer (KY), County of (Fiscal Court), Kentucky
1740. Taylor (KY), County of (Fiscal Court), Kentucky
1741. Taylor County Hospital District Health Facilities Corporation (KY), Kentucky
1742. Todd (KY), County of (Fiscal Court), Kentucky
1743. Union (KY), County of (Fiscal Court), Kentucky
1744. Vanceburg (KY), City of, Kentucky
1745. Warfield (KY), City of, Kentucky
1746. Warren (KY), County of, Kentucky
1747. Wayne (KY), County of (Fiscal Court), Kentucky
1748. Webster (KY), County of (Fiscal Court), Kentucky
1749. West Liberty (KY), City of, Kentucky
1750. Whitesburg (KY), City of, Kentucky
1751. Whitley (KY), County of, Kentucky
1752. Winchester (KY), City of, Kentucky
1753. Wolfe (KY), County of (Fiscal Court), Kentucky
1754. Woodford (KY), County of (Fiscal Court), Kentucky
1755. Worthington (KY), City of, Kentucky
1756. Acadia-St. Landry (LA) Hospital Service District d/b/a Acadia-St. Landry Hospital, Louisiana
1757. Alexandria (LA), City of, Louisiana
1758. Allen (LA), Parish of (Sheriff), Louisiana
1759. Ascension (LA), Parish of, Louisiana
1760. Ascension (LA), Parish of (Sheriff), Louisiana
1761. Ascension (LA), Parish School Board, Louisiana
1762. Assumption (LA), Parish of (Police Jury), Louisiana
1763. Assumption (LA), Parish of (Sheriff Leland Falcon), Louisiana
1764. Avoyelles (LA), Parish of (Police Jury), Louisiana
1765. Avoyelles (LA), Parish of (Sheriff), Louisiana
1766. Baldwin (LA), Town of, Louisiana
1767. Bastrop (LA), City of, Louisiana
1768. Baton Rouge (LA), City of, Louisiana
1769. Beauregard (LA), Parish of (Police Jury), Louisiana
1770. Benton (LA) Fire No. 4, Louisiana
1771. Berwick (LA), Town of, Louisiana
1772. Bienville (LA), Parish of, Louisiana
1773. Bogalusa (LA), City of, Louisiana
1774. Bossier (LA) Parish Emergency Medical Services Ambulance District, Louisiana
1775. Bossier (LA), City of, Louisiana
1776. Bossier (LA), Parish of, Louisiana
1777. Caddo (LA) Fire Protection District No. 1, Louisiana
1778. Caddo (LA), Parish of, Louisiana
1779. Calcasieu (LA), Parish of (Police Jury), Louisiana
1780. Calcasieu (LA), Parish of (Sheriff), Louisiana
1781. Caldwell (LA), Parish of, Louisiana
1782. Cameron (LA), Parish of, Louisiana
1783. Catahoula (LA), Parish of (Police Jury), Louisiana
1784. Catahoula (LA), Parish of (Sheriff Toney Edwards), Louisiana
1785. Claiborne (LA), Parish of, Louisiana
1786. Concordia (LA), Parish of, Louisiana
1787. Concordia (LA), Parish of (Sheriff Kenneth Hedrick), Louisiana
1788. Covington (LA), City of, Louisiana
1789. Delhi (LA), Town of, Louisiana
1790. Desoto (LA), Parish of, Louisiana
1791. DeSoto Fire Protection District No. 8 (LA), Louisiana
1792. Donaldsonville (LA), City of, Louisiana
1793. East Baton Rouge (LA), Parish of (Clerk of Court Office), Louisiana

1794. East Baton Rouge (LA), Parish of (Sheriff), Louisiana
1795. East Carroll (LA), Parish of (Police Jury), Louisiana
1796. East Carroll (LA), Parish of (Sheriff), Louisiana
1797. Eunice (LA), City of, Louisiana
1798. Evangeline (LA), Parish of (Police Jury), Louisiana
1799. Evangeline (LA), Parish of (Sheriff), Louisiana
1800. Ferriday (LA), Town of, Louisiana
1801. Franklin (LA), City of, Louisiana
1802. Franklin (LA), Parish of, Louisiana
1803. Gramercy (LA), Town of, Louisiana
1804. Grant (LA), Parish of (Police Jury), Louisiana
1805. Grant (LA), Parish of (Sheriff), Louisiana
1806. Gretna (LA), City of, Louisiana
1807. Hospital Service District No. 1 of The Parish of Avoyelles, State of Louisiana, d/b/a Bunkie General Hospital (LA), Louisiana
1808. Hospital Service District No. 1 of The Parish of LaSalle, State of Louisiana. d/b/a Hardtner Medical Center (LA), Louisiana
1809. Iberia (LA), Parish of, Louisiana
1810. Iberia (LA), Parish School Board of, Louisiana
1811. Iberville (LA), Parish of (Parish Council), Louisiana
1812. Jackson (LA), Parish of (Police Jury), Louisiana
1813. Jackson (LA), Parish of (Sheriff), Louisiana
1814. Jean Lafitte (LA), Town of, Louisiana
1815. Jefferson (LA), Parish of, Louisiana
1816. Jefferson (LA), Parish of (Coroner's Office), Louisiana
1817. Jefferson (LA), Parish of (Sheriff), Louisiana
1818. Jefferson Davis (LA), Parish of (Police Jury), Louisiana
1819. Jefferson Davis (LA), Parish of (Sheriff), Louisiana
1820. Jefferson Parish Hospital Service District 1 (LA), Louisiana
1821. Jefferson Parish Hospital Service District 2 (LA), Louisiana
1822. Kenner (LA), City of, Louisiana
1823. Lafayette (LA), Parish of (Sheriff), Louisiana
1824. Lafourche (LA), Parish of, Louisiana
1825. LaFourche Parish School Board (LA), Louisiana
1826. Lake Charles (LA), City of, Louisiana
1827. Lake Providence (LA), Town of, Louisiana
1828. LaSalle (LA), Parish of, Louisiana
1829. Lincoln (LA), Parish of (Sheriff), Louisiana
1830. Livingston (LA), Parish of, Louisiana
1831. Livingston (LA), Parish of (Sheriff), Louisiana
1832. Litcher (LA), Town of, Louisiana
1833. Madisonville (LA), Town of, Louisiana
1834. Mandeville (LA), City of, Louisiana
1835. Monroe (LA), City of, Louisiana
1836. Morehouse (LA), Parish of (Police Jury), Louisiana
1837. Morehouse (LA), Parish of (Sheriff), Louisiana
1838. Morgan (LA), City of, Louisiana
1839. Natchitoches (LA), City of, Louisiana
1840. Natchitoches (LA), Parish of (Parish Council), Louisiana
1841. New Iberia (LA), City of, Louisiana
1842. New Orleans (LA), City of, Louisiana
1843. New Roads (LA), City of, Louisiana
1844. North Caddo (LA) Hospital Service District d/b/a North Caddo Medical Center, Louisiana
1845. Opelousas (LA), City of, Louisiana
1846. Opelousas (LA), General Hospital Authority, a Louisiana Public Trust d/b/a Opelousas General Health System, Louisiana
1847. Orleans (LA), Parish of (Sheriff), Louisiana
1848. Orleans Parish Hospital Service District - District A (LA), Louisiana
1849. Ouachita (LA), Parish of (Police Jury), Louisiana
1850. Ouachita (LA), Parish of (Sheriff), Louisiana
1851. Patterson (LA), City of, Louisiana
1852. Pearl River (LA), Town of, Louisiana
1853. Pineville (LA), City of, Louisiana
1854. Pointe Coupee (LA), Parish of (Police Jury), Louisiana
1855. Pointe Coupee Parish (LA) Health Services District Number 1, Louisiana
1856. Rapides (LA), Parish of, Louisiana
1857. Rapides (LA), Parish of (Police Jury), Louisiana
1858. Red River (LA) Fire Protection District, Louisiana

1859. Red River (LA), Parish of, Louisiana
1860. Richland (LA), Parish of, Louisiana
1861. Richland (LA), Parish of (Sheriff), Louisiana
1862. Richwood (LA), Town of, Louisiana
1863. Sabine (LA), Parish of (Police Jury), Louisiana
1864. Sabine (LA), Parish of (Sheriff), Louisiana
1865. Shreveport (LA), City of, Louisiana
1866. Slidell (LA), City of, Louisiana
1867. St. Bernard (LA), Parish of, Louisiana
1868. St. Bernard (LA), Parish of (Coroner Dr. Bryan Bertucci), Louisiana
1869. St. Bernard (LA), Parish of (Sheriff), Louisiana
1870. St. Bernard Parish School Board (LA), Louisiana
1871. St. Charles (LA), Parish of, Louisiana
1872. St. Charles (LA), Parish of (Sheriff), Louisiana
1873. St. James (LA), Parish of, Louisiana
1874. St. James Parish School Board (LA), Louisiana
1875. St. John the Baptist (LA), Parish of, Louisiana
1876. St. Landry (LA), Parish of, Louisiana
1877. St. Landry (LA), Parish of (Sheriff), Louisiana
1878. St. Martin (LA), Parish of, Louisiana
1879. St. Martinville (LA), City of, Louisiana
1880. St. Mary (LA), Parish of, Louisiana
1881. St. Mary (LA), Parish of (Sheriff), Louisiana
1882. St. Mary (LA), Parish School Board of, Louisiana
1883. St. Tammany (LA) Fire Protection District No. 4, Louisiana
1884. St. Tammany (LA), Parish of, Louisiana
1885. St. Tammany (LA), Parish of (Coroner's Office), Louisiana
1886. St. Tammany (LA), Parish of (Sheriff), Louisiana
1887. St. Tammany Fire Protection District No. 1 (LA), Louisiana
1888. St. Tammany Fire Protection District No. 12 (LA), Louisiana
1889. St. Tammany Fire Protection District No. 13 (LA), Louisiana
1890. St. Tammany Fire Protection District No. 2 (LA), Louisiana
1891. St. Tammany Fire Protection District No. 3 (LA), Louisiana
1892. St. Tammany Fire Protection District No. 5 (LA), Louisiana
1893. Tensas (LA), Parish of (Sheriff), Louisiana
1894. Terrebonne (LA), Parish of, Louisiana
1895. Terrebonne (LA), Parish of (Sheriff), Louisiana
1896. Union (LA), Parish of, Louisiana
1897. Union (LA), Parish of (Sheriff), Louisiana
1898. Vermilion (LA), Parish of (Police Jury), Louisiana
1899. Vernon (LA), Parish of (Police Jury), Louisiana
1900. Vernon (LA), Parish of (Sheriff), Louisiana
1901. Washington (LA), Parish of, Louisiana
1902. Washington (LA), Parish of (Sheriff), Louisiana
1903. Webster (LA), Parish of, Louisiana
1904. West Ascension Parish (LA) Hospital Service District dba Prevost Memorial Hospital, Louisiana
1905. West Baton Rouge (LA) Fire Protection District No. 1, Louisiana
1906. West Baton Rouge (LA), Parish of, Louisiana
1907. West Carroll (LA), Parish of, Louisiana
1908. West Carroll (LA), Parish of (Police Jury), Louisiana
1909. West Monroe (LA), City of, Louisiana
1910. Westwego (LA), City of, Louisiana
1911. Winn (LA), Parish of (Police Jury), Louisiana
1912. Androscoggin (ME), County of, Maine
1913. Aroostook (ME), County of, Maine
1914. Auburn (ME), City of, Maine
1915. Augusta (ME), City of, Maine
1916. Bangor (ME), City of, Maine
1917. Biddeford (ME), City of, Maine
1918. Board of Education of Bangor School Department (ME), Maine
1919. Board of Education of Maine Regional School Unit 10 (ME), Maine
1920. Board of Education of Maine Regional School Unit 13 (ME), Maine
1921. Board of Education of Maine Regional School Unit 25 (ME), Maine
1922. Board of Education of Maine Regional School Unit 26 (ME), Maine
1923. Board of Education of Maine Regional School Unit 29 (ME), Maine
1924. Board of Education of Maine Regional School Unit 34 (ME), Maine
1925. Board of Education of Maine Regional School Unit 40 (ME), Maine

1926. Board of Education of Maine Regional School Unit 50 (ME), Maine
1927. Board of Education of Maine Regional School Unit 57 (ME), Maine
1928. Board of Education of Maine Regional School Unit 60 (ME), Maine
1929. Board of Education of Maine Regional School Unit 71 (ME), Maine
1930. Board of Education of Maine Regional School Unit 9 (ME), Maine
1931. Board of Education of Maine School Administrative District 11 (ME), Maine
1932. Board of Education of Maine School Administrative District 15 (ME), Maine
1933. Board of Education of Maine School Administrative District 28/Five Town Central School District (ME), Maine
1934. Board of Education of Maine School Administrative District 35 (ME), Maine
1935. Board of Education of Maine School Administrative District 44 (ME), Maine
1936. Board of Education of Maine School Administrative District 53 (ME), Maine
1937. Board of Education of Maine School Administrative District 55 (ME), Maine
1938. Board of Education of Maine School Administrative District 6 (ME), Maine
1939. Board of Education of Maine School Administrative District 61 (ME), Maine
1940. Board of Education of Maine School Administrative District 72 (ME), Maine
1941. Board of Education of Portland School Department (ME), Maine
1942. Board of Education of Scarborough School Department (ME), Maine
1943. Board of Education of South Portland School Department (ME), Maine
1944. Board of Education of St. George Municipal School District (ME), Maine
1945. Board of Education of Waterville School Department (ME), Maine
1946. Calais (ME), City of, Maine
1947. Cumberland (ME), County of, Maine
1948. Ellsworth School Department (ME), The Board of Education of, Maine
1949. Kennebec (ME), County of, Maine
1950. Knox (ME), County of, Maine
1951. Lewiston (ME), City of, Maine
1952. Lincoln (ME), County of, Maine
1953. Penobscot (ME), County of, Maine
1954. Portland (ME), City of, Maine
1955. Rockland (ME), City of, Maine
1956. Saco (ME), City of, Maine
1957. Sagadahoc (ME), County of, Maine
1958. Sanford (ME), City of, Maine
1959. Somerset (ME), County of, Maine
1960. Waldo (ME), County of, Maine
1961. Washington (ME), County of, Maine
1962. Waterville (ME), City of, Maine
1963. York (ME), County of, Maine
1964. Aberdeen (MD), City of, Maryland
1965. Allegany (MD), County of, Maryland
1966. Annapolis (MD), City of, Maryland
1967. Anne Arundel (MD), County of, Maryland
1968. Balitmore (MD), County of, Maryland
1969. Baltimore (MD), City of (Mayor and City Council), Maryland
1970. Baltimore City Board of School Commissioners (MD), Maryland
1971. Bel Air (MD), City of, Maryland
1972. Berlin (MD), City of, Maryland
1973. Bowie (MD), City of, Maryland
1974. Calvert (MD), County of (Commissioners), Maryland
1975. Cambridge (MD), City of, Maryland
1976. Caroline (MD), County of, Maryland
1977. Carroll (MD), County of (Board of Commissioners), Maryland
1978. Cecil (MD), County of, Maryland
1979. Charles (MD), County of (Commissioners), Maryland
1980. Charlestown (MD), City of, Maryland
1981. Cottage City (MD), Town of, Maryland
1982. Cumberland (MD), City of, Maryland
1983. Dorchester (MD), County of, Maryland
1984. Forest Heights (MD), Town of, Maryland
1985. Frederick (MD), City of, Maryland
1986. Frederick (MD), County of, Maryland
1987. Frostburg (MD) City of, Maryland
1988. Garrett (MD), County of, Maryland
1989. Grantsville (MD), City of, Maryland
1990. Hagerstown (MD), City of, Maryland
1991. Harford (MD) County of, Maryland
1992. Havre De Grace (MD), City of, Maryland
1993. Howard (MD), County of, Maryland
1994. Laurel (MD), City of, Maryland
1995. Montgomery (MD), County of, Maryland
1996. Mountain Lake Park (MD), City of, Maryland
1997. North Brentwood (MD), Town of, Maryland
1998. North East (MD), City of, Maryland
1999. Oakland (MD), City of, Maryland
2000. Perryville (MD), City of, Maryland
2001. Prince George's (MD), County of, Maryland

2002. Rockville (MD), City of (Mayor and Common Council), Maryland
2003. Seat Pleasant (MD), City of, Maryland
2004. Somerset (MD), County of, Maryland
2005. St. Mary's (MD), County of (Commissioners), Maryland
2006. Talbot (MD), County of, Maryland
2007. Upper Marlboro (MD), Town of, Maryland
2008. Vienna (MD), City of, Maryland
2009. Washington County (MD), County of (Board of Commissioners), Maryland
2010. Westminster (MD), City of (Mayor and Common Council), Maryland
2011. Wicomico (MD), County of, Maryland
2012. Acushnet (MA), Town of, Massachusetts
2013. Agawam (MA), Town of, Massachusetts
2014. Amesbury (MA), City of, Massachusetts
2015. Andover (MA), Town of, Massachusetts
2016. Aquinnah (MA), Town of, Massachusetts
2017. Athol (MA), Town of, Massachusetts
2018. Auburn (MA), Town of, Massachusetts
2019. Ayer (MA), Town of, Massachusetts
2020. Barnstable (MA), Town of, Massachusetts
2021. Belchertown (MA), Town of, Massachusetts
2022. Beverly (MA), City of, Massachusetts
2023. Billerica (MA), Town of, Massachusetts
2024. Boston (MA) Housing Authority, Massachusetts
2025. Boston (MA) Public Health Commission, Massachusetts
2026. Boston (MA), City of, Massachusetts
2027. Braintree (MA), Town of, Massachusetts
2028. Brewster (MA), Town of, Massachusetts
2029. Bridgewater (MA), Town of, Massachusetts
2030. Brockton (MA), City of, Massachusetts
2031. Brookline (MA), Town of, Massachusetts
2032. Cambridge (MA), City of, Massachusetts
2033. Canton (MA), Town of, Massachusetts
2034. Carver (MA), Town of, Massachusetts
2035. Charlton (MA), Town of, Massachusetts
2036. Chelmsford (MA), Town of, Massachusetts
2037. Chelsea (MA), City of, Massachusetts
2038. Chicopee (MA), City of, Massachusetts
2039. Clarksburg (MA), Town of, Massachusetts
2040. Clinton (MA), Town of, Massachusetts
2041. Danvers (MA), Town of, Massachusetts
2042. Dedham (MA), Town of, Massachusetts
2043. Dennis (MA), Town of, Massachusetts
2044. Douglas (MA), Town of, Massachusetts
2045. Dudley (MA), Town of, Massachusetts
2046. East Bridgewater (MA), Town of, Massachusetts
2047. Eastham (MA), Town of, Massachusetts
2048. Easthampton (MA), City of, Massachusetts
2049. Easton (MA), Town of, Massachusetts
2050. Everett (MA), City of, Massachusetts
2051. Fairhaven (MA), Town of, Massachusetts
2052. Fall River (MA), City of, Massachusetts
2053. Falmouth (MA), Town of, Massachusetts
2054. Fitchburg (MA), City of, Massachusetts
2055. Framingham (MA), City of, Massachusetts
2056. Freetown (MA), Town of, Massachusetts
2057. Georgetown (MA), Town of, Massachusetts
2058. Gloucester (MA), City of, Massachusetts
2059. Grafton (MA), Town of, Massachusetts
2060. Greenfield (MA), City of, Massachusetts
2061. Hanson (MA), Town of, Massachusetts
2062. Haverhill (MA), City of, Massachusetts
2063. Holliston (MA), Town of, Massachusetts
2064. Holyoke (MA), City of, Massachusetts
2065. Hopedale (MA), Town of, Massachusetts
2066. Hull (MA), Town of, Massachusetts
2067. Kingston (MA), Town of, Massachusetts
2068. Lakeville (MA), Town of, Massachusetts
2069. Leicester (MA), Town of, Massachusetts
2070. Leominster (MA), City of, Massachusetts
2071. Leverett (MA), Town of, Massachusetts
2072. Longmeadow (MA), Town of, Massachusetts
2073. Lowell (MA), City of, Massachusetts
2074. Ludlow (MA), Town of, Massachusetts
2075. Lunenburg (MA), Town of, Massachusetts
2076. Lynn (MA), City of, Massachusetts
2077. Lynnfield (MA), Town of, Massachusetts
2078. Malden (MA), City of, Massachusetts
2079. Marblehead (MA), Town of, Massachusetts
2080. Marshfield (MA), Town of, Massachusetts
2081. Mashpee (MA), Town of, Massachusetts
2082. Mattapoisett (MA), Town of, Massachusetts
2083. Medford (MA), City of, Massachusetts
2084. Melrose (MA), City of, Massachusetts
2085. Methuen (MA), City of, Massachusetts
2086. Middleborough (MA), Town of, Massachusetts
2087. Milford (MA), Town of, Massachusetts
2088. Millbury (MA), Town of, Massachusetts
2089. Millis (MA), Town of, Massachusetts
2090. Nantucket (MA), Town of, Massachusetts
2091. Natick (MA), Town of, Massachusetts
2092. New Bedford (MA), City of, Massachusetts
2093. Newburyport (MA), City of, Massachusetts

2094. North Adams (MA), City of, Massachusetts
2095. North Andover (MA), Town of, Massachusetts
2096. North Attleborough (MA), Town of, Massachusetts
2097. North Reading (MA), Town of, Massachusetts
2098. Northampton (MA), City of, Massachusetts
2099. Northbridge (MA), Town of, Massachusetts
2100. Norton (MA), Town of, Massachusetts
2101. Norwell (MA), Town of, Massachusetts
2102. Norwood (MA), Town of, Massachusetts
2103. Orange (MA), Town of, Massachusetts
2104. Oxford (MA), Town of, Massachusetts
2105. Palmer (MA), Town of, Massachusetts
2106. Peabody (MA), City of, Massachusetts
2107. Pembroke (MA), Town of, Massachusetts
2108. Pittsfield (MA), City of, Massachusetts
2109. Plainville (MA), Town of, Massachusetts
2110. Plymouth (MA), Town of, Massachusetts
2111. Provincetown (MA), Town of, Massachusetts
2112. Quincy (MA), City of, Massachusetts
2113. Randolph (MA), Town of, Massachusetts
2114. Rehoboth (MA), Town of, Massachusetts
2115. Revere (MA), City of, Massachusetts
2116. Rockland (MA), Town of, Massachusetts
2117. Salem (MA), City of, Massachusetts
2118. Salisbury (MA), Town of, Massachusetts
2119. Sandwich (MA), Town of, Massachusetts
2120. Scituate (MA), Town of, Massachusetts
2121. Seekonk (MA), Town of, Massachusetts
2122. Sheffield (MA), Town of, Massachusetts
2123. Shirley (MA), Town of, Massachusetts
2124. Somerset (MA), Town of, Massachusetts
2125. Somerville (MA), City of, Massachusetts
2126. South Hadley (MA), Town of, Massachusetts
2127. Southbridge (MA), Town of, Massachusetts
2128. Spencer (MA), Town of, Massachusetts
2129. Springfield (MA), City of, Massachusetts
2130. Stoneham (MA), Town of, Massachusetts
2131. Stoughton (MA), Town of, Massachusetts
2132. Sturbridge (MA), Town of, Massachusetts
2133. Sudbury (MA), Town of, Massachusetts
2134. Sutton (MA), Town of, Massachusetts
2135. Swampscott (MA), Town of, Massachusetts
2136. Templeton (MA), Town of, Massachusetts
2137. Tewksbury (MA), Town of, Massachusetts
2138. Truro (MA), Town of, Massachusetts
2139. Tyngsborough (MA), Town of, Massachusetts
2140. Upton (MA), Town of, Massachusetts
2141. Wakefield (MA), Town of, Massachusetts
2142. Walpole (MA), Town of, Massachusetts
2143. Ware (MA), Town of, Massachusetts
2144. Warren (MA), Town of, Massachusetts
2145. Watertown (MA), Town of, Massachusetts
2146. Wellfleet (MA), Town of, Massachusetts
2147. West Boylston (MA), Town of, Massachusetts
2148. West Bridgewater (MA), Town of, Massachusetts
2149. West Springfield (MA), Town of, Massachusetts
2150. West Tisbury (MA), Town of, Massachusetts
2151. Westborough (MA), Town of, Massachusetts
2152. Westford (MA), Town of, Massachusetts
2153. Weymouth (MA), Town of, Massachusetts
2154. Williamsburg (MA), Town of, Massachusetts
2155. Wilmington (MA), Town of, Massachusetts
2156. Winchendon (MA), Town of, Massachusetts
2157. Winthrop (MA), Town of, Massachusetts
2158. Woburn (MA), City of, Massachusetts
2159. Worcester (MA), City of, Massachusetts
2160. Alcona (MI), County of, Michigan
2161. Alger (MI), County of, Michigan
2162. Alpena (MI), County of, Michigan
2163. Antrim (MI), County of, Michigan
2164. Arenac (MI), County of, Michigan
2165. Baraga (MI), County of, Michigan
2166. Bay (MI), County of, Michigan
2167. Benzie (MI), County of, Michigan
2168. Berrien (MI), County of, Michigan
2169. Branch (MI), County of, Michigan
2170. Calhoun (MI), County of, Michigan
2171. Canton (MI), Charter Township of, Michigan
2172. Cass (MI), County of, Michigan
2173. Charlevoix (MI), County of, Michigan
2174. Cheboygan (MI), County of, Michigan
2175. Chippewa (MI), County of, Michigan
2176. Clinton (MI), Charter Township of, Michigan
2177. Clinton (MI), County of, Michigan
2178. Crawford (MI), County of, Michigan
2179. Delta (MI), County of, Michigan
2180. Detroit (MI), City of, Michigan

2181. Detroit Wayne (MI), Mental Health Authority, Michigan
2182. Dickinson (MI), County of, Michigan
2183. East Lansing (MI), City of, Michigan
2184. Eaton (MI), County of, Michigan
2185. Escanaba (MI), City of, Michigan
2186. Flint (MI), City of, Michigan
2187. Genesee (MI), County of, Michigan
2188. Grand Rapids (MI), City of, Michigan
2189. Grand Traverse (MI), County of, Michigan
2190. Gratiot (MI), County of, Michigan
2191. Harrison (MI), Charter Township of, Michigan
2192. Hillsdale (MI), County of, Michigan
2193. Houghton (MI), County of, Michigan
2194. Huron (MI), Township of, Michigan
2195. Ingham (MI), County of, Michigan
2196. Ionia (MI), County of, Michigan
2197. Iosco (MI), County of, Michigan
2198. Iron (MI), County of, Michigan
2199. Iron Mountain (MI), City of, Michigan
2200. Isabella (MI), County of, Michigan
2201. Jackson (MI), City of, Michigan
2202. Kalamazoo (MI), County of, Michigan
2203. Kent (MI), County of, Michigan
2204. Lake (MI), County of, Michigan
2205. Lansing (MI), City of, Michigan
2206. Leelanau (MI), County of, Michigan
2207. Lenawee (MI), County of, Michigan
2208. Livingston (MI), County of, Michigan
2209. Livonia (MI), City of, Michigan
2210. Luce (MI), County of, Michigan
2211. Macomb (MI), County of, Michigan
2212. Manistee (MI), County of, Michigan
2213. Marquette (MI), County of, Michigan
2214. Mason (MI), County of, Michigan
2215. Monroe (MI), County of, Michigan
2216. Montcalm, (MI) County of, Michigan
2217. Montmorency (MI), County of, Michigan
2218. Muskegon (MI), County of, Michigan
2219. Newaygo (MI), County of, Michigan
2220. Northville (MI), Township of, Michigan
2221. Oakland (MI), County of, Michigan
2222. Oceana (MI), County of, Michigan
2223. Ogemaw (MI), County of, Michigan
2224. Ontonagon (MI), County of, Michigan
2225. Osceola (MI), County of, Michigan
2226. Otsego (MI), County of, Michigan
2227. Pittsfield (MI), Charter Township of, Michigan
2228. Pontiac (MI), City of, Michigan
2229. Presque Isle (MI), County of, Michigan
2230. Romulus (MI), City of, Michigan
2231. Roscommon (MI), County of, Michigan
2232. Saginaw (MI), County of, Michigan
2233. Sanilac (MI), County of, Michigan
2234. Sault Ste. Marie (MI), City of, Michigan
2235. Shiawassee (MI), County of, Michigan
2236. St. Clair (MI), County of, Michigan
2237. Sterling Heights (MI), City of, Michigan
2238. Traverse City (MI), City of, Michigan
2239. Tuscola (MI), County of, Michigan
2240. Van Buren (MI), Township of, Michigan
2241. Warren (MI), City of, Michigan
2242. Washtenaw (MI), County of, Michigan
2243. Wayne (MI), City of, Michigan
2244. Wayne (MI), County of, Michigan
2245. Westland (MI), City of, Michigan
2246. Wexford (MI), County of, Michigan
2247. Anoka (MN), County of, Minnesota
2248. Beltrami (MN), County of, Minnesota
2249. Big Stone (MN), County of, Minnesota
2250. Board of Education of Minnetonka School District No. 276 (MN), Minnesota
2251. Carlton (MN), County of, Minnesota
2252. Carver (MN), County of, Minnesota
2253. Coon Rapids (MN), City of, Minnesota
2254. Dakota (MN), County of, Minnesota
2255. Douglas (MN), County of, Minnesota
2256. Duluth (MN), City of, Minnesota
2257. Freeborn (MN), County of, Minnesota
2258. Hennepin (MN), County of, Minnesota
2259. Itasca (MN), County of, Minnesota
2260. McLeod (MN), County of, Minnesota
2261. Meeker (MN), County of, Minnesota
2262. Minneapolis (MN), City of, Minnesota
2263. Minnesota Prairie Health Alliance (MN), Minnesota
2264. Morrison (MN), County of, Minnesota
2265. Mower (MN), County of, Minnesota
2266. North St. Paul (MN), City of, Minnesota
2267. Olmsted (MN), County of, Minnesota
2268. Pine (MN), County of, Minnesota
2269. Proctor (MN), City of, Minnesota
2270. Ramsey (MN), County of, Minnesota
2271. Rochester (MN), City of, Minnesota
2272. Roseau (MN), County of, Minnesota
2273. Saint Paul (MN), City of, Minnesota
2274. Sibley (MN), County of, Minnesota
2275. St. Louis (MN), County of, Minnesota
2276. Steele (MN), County of, Minnesota
2277. Waseca (MN), County of, Minnesota
2278. Washington (MN), County of, Minnesota
2279. Winona (MN), County of, Minnesota
2280. Wright (MN), County of, Minnesota

2281. Yellow Medicine (MN), County of, Minnesota
2282. Adams (MS), County of, Mississippi
2283. Amite (MS), County of, Mississippi
2284. Amory (MS), City of, Mississippi
2285. Arcola (MS), Town of, Mississippi
2286. Attala (MS), County of, Mississippi
2287. Benton (MS), County of, Mississippi
2288. Bolivar (MS), County of, Mississippi
2289. Brookhaven (MS), City of, Mississippi
2290. Caledonia (MS), Town of, Mississippi
2291. Carroll (MS), County of, Mississippi
2292. Charleston (MS), City of, Mississippi
2293. Chickasaw (MS), County of, Mississippi
2294. Claiborne (MS), County of, Mississippi
2295. Clarke (MS), County of, Mississippi
2296. Clarksdale (MS), City of, Mississippi
2297. Cleveland (MS), City of, Mississippi
2298. Columbia (MS), City of, Mississippi
2299. Columbus (MS), City of, Mississippi
2300. Community Hospital (MS), Sharkey-Issaquena, Mississippi
2301. Copiah (MS), County of, Mississippi
2302. Covington (MS), County of, Mississippi
2303. DeSoto (MS), County of, Mississippi
2304. Diamondhead (MS), City of, Mississippi
2305. Forrest (MS), County of, Mississippi
2306. Franklin (MS), County of, Mississippi
2307. Gautier (MS), City of, Mississippi
2308. George (MS), County of, Mississippi
2309. Greene (MS), County of, Mississippi
2310. Greenwood (MS), City of, Mississippi
2311. Grenada (MS), City of, Mississippi
2312. Grenada (MS), County of, Mississippi
2313. Gulfport (MS), City of, Mississippi
2314. Hancock (MS), County of, Mississippi
2315. Harrison (MS), County of, Mississippi
2316. Hattiesburg (MS), City of, Mississippi
2317. Hinds (MS), County of, Mississippi
2318. Holly Springs (MS), City of, Mississippi
2319. Holmes (MS), County of, Mississippi
2320. Humphreys (MS), County of, Mississippi
2321. Indianola (MS), City of, Mississippi
2322. Issaquena (MS), County of, Mississippi
2323. Itawamba (MS), County of, Mississippi
2324. Iuka (MS), City of, Mississippi
2325. Jackson (MS), City of, Mississippi
2326. Jackson (MS), County of, Mississippi
2327. Jefferson (MS), County of, Mississippi
2328. Jefferson Davis (MS), County of, Mississippi
2329. Jones (MS), County of, Mississippi
2330. Jonestown (MS), City of, Mississippi
2331. Kemper (MS), County of, Mississippi
2332. Kosciusko (MS), City of, Mississippi
2333. Lafayette (MS), County of, Mississippi
2334. Lauderdale (MS), County of, Mississippi
2335. Laurel (MS), City of, Mississippi
2336. Lawrence (MS), County of, Mississippi
2337. Leakesville (MS), Town of, Mississippi
2338. Lee (MS), County of, Mississippi
2339. Leflore (MS), County of, Mississippi
2340. Lincoln (MS), County of, Mississippi
2341. Long Beach (MS), City of, Mississippi
2342. Lumberton (MS), City of, Mississippi
2343. Madison (MS), County of, Mississippi
2344. Marion (MS), County of, Mississippi
2345. Marshall (MS), County of, Mississippi
2346. McLain (MS), Town of, Mississippi
2347. Memorial Hospital at Gulfport (MS), Mississippi
2348. Meridian (MS), City of, Mississippi
2349. Monroe (MS), County of, Mississippi
2350. Morton (MS), City of, Mississippi
2351. Moss Point (MS), City of, Mississippi
2352. Mound Bayou (MS), City of, Mississippi
2353. Neshoba (MS), County of, Mississippi
2354. Nettleton (MS), City of, Mississippi
2355. New Albany (MS), City of, Mississippi
2356. Ocean Springs (MS), City of, Mississippi
2357. Panola (MS), County of, Mississippi
2358. Pascagoula (MS), City of, Mississippi
2359. Pearl River (MS), County of, Mississippi
2360. Pearl River County Hospital (MS), Mississippi
2361. Perry (MS), County of, Mississippi
2362. Philadelphia (MS), City of, Mississippi
2363. Prentiss (MS), County of, Mississippi
2364. Quitman (MS), City of, Mississippi
2365. Regional Medical Center (MS), South Central, Mississippi
2366. Scott (MS), County of, Mississippi
2367. Shannon (MS), City of, Mississippi
2368. Shubuta (MS), Town of, Mississippi
2369. Starkville (MS), City of, Mississippi
2370. Stone (MS), County of, Mississippi
2371. Summit (MS), Town of, Mississippi
2372. Sunflower (MS), County of, Mississippi
2373. Tallahatchie (MS), County of, Mississippi
2374. Tate (MS), County of, Mississippi
2375. Tippah (MS), County of, Mississippi
2376. Tishomingo (MS), County of, Mississippi
2377. Tunica (MS), County of, Mississippi
2378. Tupelo (MS), City of, Mississippi
2379. Union (MS), County of, Mississippi
2380. Verona (MS), City of, Mississippi

2381. Vicksburg (MS), City of, Mississippi
2382. Walthall (MS), County of, Mississippi
2383. Washington (MS), County of, Mississippi
2384. Wayne (MS), County of, Mississippi
2385. Waynesboro (MS), City of, Mississippi
2386. Webb (MS), City of, Mississippi
2387. Wiggins (MS), City of, Mississippi
2388. Yalobusha (MS), County of, Mississippi
2389. Adair (MO), County of, Missouri
2390. Andrew (MO), County of, Missouri
2391. Atchison (MO), County of, Missouri
2392. Audrain (MO), County of, Missouri
2393. Barry (MO), County of, Missouri
2394. Barton (MO), County of, Missouri
2395. Boone (MO), County of, Missouri
2396. Buchanan (MO), County of, Missouri
2397. Butler (MO), County of, Missouri
2398. Callaway (MO), County of, Missouri
2399. Camden (MO), County of, Missouri
2400. Cape Girardeau (MO), County of, Missouri
2401. Cass (MO), County of, Missouri
2402. Chariton (MO), County of, Missouri
2403. Christian (MO), County of, Missouri
2404. Citizens Memorial Hospital District d/b/a
Citizens Memorial Hospital (MO),
Missouri
2405. Clinton (MO), County of, Missouri
2406. Cole (MO), County of, Missouri
2407. Crawford (MO), County of, Missouri
2408. Dade (MO), County of, Missouri
2409. DeKalb (MO), County of, Missouri
2410. Dent (MO), County of, Missouri
2411. Douglas (MO), County of, Missouri
2412. Dunklin (MO), County of, Missouri
2413. Franklin (MO), County of, Missouri
2414. Gasconade (MO), County of, Missouri
2415. Greene (MO), County of, Missouri
2416. Grundy (MO), County of, Missouri
2417. Harrisonville (MO), City of, Missouri
2418. Henry (MO), County of, Missouri
2419. Hickory (MO), County of, Missouri
2420. Howell (MO), County of, Missouri
2421. Independence (MO), City of, Missouri
2422. Iron (MO), County of, Missouri
2423. Jackson (MO), County of, Missouri
2424. Jasper (MO), County of, Missouri
2425. Jefferson (MO), County of, Missouri
2426. Johnson (MO), County of, Missouri
2427. Joplin (MO), City of, Missouri
2428. Kansas City (MO), City of, Missouri
2429. Kinloch (MO), Fire Protection District of
St. Louis County, Missouri
2430. Knox (MO), County of, Missouri
2431. Lafayette (MO), County of, Missouri
2432. Lawrence (MO), County of, Missouri
2433. Lewis (MO), County of, Missouri
2434. Lincoln (MO), County of, Missouri
2435. Livingston (MO), County of, Missouri
2436. Madison (MO), County of, Missouri
2437. Maries (MO), County of, Missouri
2438. McDonald (MO), County of, Missouri
2439. Miller (MO), County of, Missouri
2440. Moniteau (MO), County of, Missouri
2441. Montgomery (MO), County of, Missouri
2442. Morgan (MO), County of, Missouri
2443. New Madrid (MO), County of, Missouri
2444. Nodaway (MO), County of, Missouri
2445. Northeast Ambulance (MO), Fire
Protection District of St. Louis County,
Missouri
2446. Osage (MO), County of, Missouri
2447. Ozark (MO), County of, Missouri
2448. Pemiscot (MO), County of, Missouri
2449. Perry (MO), County of, Missouri
2450. Pettis (MO), County of, Missouri
2451. Phelps (MO), County of, Missouri
2452. Pike (MO), County of, Missouri
2453. Polk (MO), County of, Missouri
2454. Pulaski (MO), County of, Missouri
2455. Ralls (MO), County of, Missouri
2456. Randolph (MO), County of, Missouri
2457. Ray (MO), County of, Missouri
2458. Reynolds (MO), County of, Missouri
2459. Ripley (MO), County of, Missouri
2460. Schuyler (MO), County of, Missouri
2461. Scott (MO), County of, Missouri
2462. Sedalia (MO) City of, Missouri
2463. Shannon (MO), County of, Missouri
2464. Shelby (MO), County of, Missouri
2465. Springfield (MO), City of, Missouri
2466. St. Charles (MO), County of, Missouri
2467. St. Clair (MO), County of, Missouri
2468. St. Francois (MO), County of, Missouri
2469. St. Joseph (MO), City of, Missouri
2470. St. Louis (MO), City of, Missouri
2471. St. Louis (MO), County of, Missouri
2472. Ste. Genevieve (MO), County of, Missouri
2473. Stone (MO), County of, Missouri
2474. Taney (MO), County of, Missouri
2475. Texas (MO), County of, Missouri
2476. Vernon (MO), County of, Missouri
2477. Warren (MO), County of, Missouri
2478. Washington (MO), County of, Missouri
2479. Webster (MO), County of, Missouri
2480. Worth (MO), County of, Missouri
2481. Wright (MO), County of, Missouri

2482. Anaconda-Deer Lodge (MT), County of, Montana
2483. Cascade (MT), County of, Montana
2484. Gallatin (MT), County of, Montana
2485. Great Falls (MT), City of, Montana
2486. Lake (MT), County of, Montana
2487. Missoula (MT), City of, Montana
2488. Missoula (MT), County of, Montana
2489. Douglas (NE), County of, Nebraska
2490. Keith (NE), County of, Nebraska
2491. Knox (NE), County of, Nebraska
2492. Lincoln (NE), County of, Nebraska
2493. Sarpy (NE), County of, Nebraska
2494. South Sioux City (NE), City of, Nebraska
2495. Boulder (NV), City of, Nevada
2496. Carson City (NV), Nevada
2497. Central Lyon County Fire Protection District (NV), Nevada
2498. Churchill (NV), County of, Nevada
2499. Clark (NV), County of, Nevada
2500. Douglas (NV), County of, Nevada
2501. Ely (NV), City of, Nevada
2502. Esmeralda (NV), County of, Nevada
2503. Fernley (NV), City of, Nevada
2504. Henderson (NV), City of, Nevada
2505. Humboldt (NV), County of, Nevada
2506. Las Vegas (NV), City of, Nevada
2507. Lincoln (NV), County of, Nevada
2508. Lyon (NV), County of, Nevada
2509. Mesquite (NV), City of, Nevada
2510. Mineral (NV), County of, Nevada
2511. North Las Vegas (NV), City of, Nevada
2512. North Lyon County Fire Protection District (NV), Nevada
2513. Nye (NV), County of, Nevada
2514. Reno (NV), City of, Nevada
2515. Sparks (NV), City of, Nevada
2516. Washoe (NV), County of, Nevada
2517. West Wendover (NV), City of, Nevada
2518. White Pine (NV), County of, Nevada
2519. Belknap (NH), County of, New Hampshire
2520. Belmont (NH), City of, New Hampshire
2521. Berlin (NH), City of, New Hampshire
2522. Board of Education of Goshen School District (NH), New Hampshire
2523. Board of Education of Kearsarge RSU-School Administrative Unit 65 (NH), New Hampshire
2524. Board of Education of Lebanon School District (NH), New Hampshire
2525. Board of Education of Pittsfield School District (NH), New Hampshire
2526. Board of Education of Tamworth School District (NH), New Hampshire
2527. Carroll (NH), County of, New Hampshire
2528. Cheshire (NH), County of, New Hampshire
2529. Claremont (NH), City of, New Hampshire
2530. Concord (NH), City of, New Hampshire
2531. Coos (NH), County of, New Hampshire
2532. Derry (NH), Town of, New Hampshire
2533. Dover (NH), City of, New Hampshire
2534. Franklin (NH), City of, New Hampshire
2535. Grafton (NH), County of, New Hampshire
2536. Hillsborough (NH), County of, New Hampshire
2537. Keene (NH), City of, New Hampshire
2538. Laconia (NH), City of, New Hampshire
2539. Londonderry (NH), Town of, New Hampshire
2540. Manchester (NH), City of, New Hampshire
2541. Merrimack (NH), County of, New Hampshire
2542. Nashua (NH), City of, New Hampshire
2543. Rochester (NH), City of, New Hampshire
2544. Rockingham (NH), County of, New Hampshire
2545. Strafford (NH), County of, New Hampshire
2546. Sullivan (NH), County of, New Hampshire
2547. Atlantic (NJ), County of, New Jersey
2548. Barnegat (NJ), Township of, New Jersey
2549. Bayonne (NJ), City of, New Jersey
2550. Bergen (NJ), County of, New Jersey
2551. Bloomfield (NJ), The Township of, New Jersey
2552. Brick (NJ), Township of, New Jersey
2553. Burlington (NJ), County of, New Jersey
2554. Camden (NJ), County of, New Jersey
2555. Cape May (NJ), County of, New Jersey
2556. Clifton (NJ), City of, New Jersey
2557. Clinton (NJ), Town of, New Jersey
2558. Cumberland (NJ), County of, New Jersey
2559. Elizabeth (NJ), City of, New Jersey
2560. Essex (NJ), County of, New Jersey
2561. Hudson (NJ), County of, New Jersey
2562. Irvington (NJ), Township of, New Jersey
2563. Jersey City (NJ), City of, New Jersey
2564. Monmouth (NJ), County of, New Jersey
2565. Newark (NJ), City of, New Jersey
2566. Ocean (NJ), County of, New Jersey
2567. Paramus (NJ), Borough of, New Jersey
2568. Passaic (NJ), County of, New Jersey
2569. Paterson (NJ), City of, New Jersey
2570. Ridgefield (NJ) Borough of, New Jersey
2571. Saddlebrook (NJ), Township of, New Jersey

2572. Sussex (NJ), County of, New Jersey
2573. Teaneck (NJ), Township of, New Jersey
2574. Trenton (NJ), City of, New Jersey
2575. Union (NJ), County of, New Jersey
2576. Alamogordo (NM), City of, New Mexico
2577. Albuquerque (NM), City of, New Mexico
2578. Bernalillo (NM), County of (Commissioners), New Mexico
2579. Catron (NM), County of (Board of Commissioners), New Mexico
2580. Cibola (NM), County of (Board of Commissioners), New Mexico
2581. Colfax (NM), County of (Board of Commissioners), New Mexico
2582. Curry (NM), County of (Board of Commissioners), New Mexico
2583. Dona Ana (NM), County of (Board of Commissioners), New Mexico
2584. Espanola (NM), City of, New Mexico
2585. Grant (NM), County of, New Mexico
2586. Hidalgo (NM), County of (Board of Commissioners), New Mexico
2587. Hobbs (NM), City of, New Mexico
2588. Las Cruces (NM), City of, New Mexico
2589. Lea (NM), County of (Board of Commissioners), New Mexico
2590. Lincoln (NM), County of (Board of Commissioners), New Mexico
2591. Luna (NM), County of (Board of Commissioners), New Mexico
2592. McKinley (NM), County of (Board of Commissioners), New Mexico
2593. Mora (NM), County of, New Mexico
2594. Otero (NM), County of (Board of Commissioners), New Mexico
2595. Rio Arriba (NM), County of, New Mexico
2596. Roosevelt (NM), County of, New Mexico
2597. San Juan (NM), County of, New Mexico
2598. San Miguel (NM) County of (Board of Commissioners), New Mexico
2599. Sandoval (NM), County of, New Mexico
2600. Santa Fe (NM), County of (Board of Commissioners), New Mexico
2601. Sante Fe (NM), City of, New Mexico
2602. Sierra (NM), County of (Board of Commissioners), New Mexico
2603. Socorro (NM), County of (Board of Commissioners), New Mexico
2604. Taos (NM), County of (Board of Commissioners), New Mexico
2605. Union (NM), County of (Board of Commissioners), New Mexico
2606. Valencia (NM), County of (Board of Commissioners), New Mexico
2607. Albany (NY), City of, New York
2608. Albany (NY), County of, New York
2609. Allegany (NY), County of, New York
2610. Amherst (NY), Town of, New York
2611. Amityville (NY), Village of, New York
2612. Amsterdam (NY), City of, New York
2613. Auburn (NY), City of, New York
2614. Babylon (NY), Town of, New York
2615. Babylon (NY), Village of, New York
2616. Bellmore (NY), Fire District of, New York
2617. Bellport (NY), Village of, New York
2618. Board of Education of Rochester City School District (NY), New York
2619. Brookhaven (NY), Town of, New York
2620. Broome (NY), County of, New York
2621. Buffalo (NY), City of, New York
2622. Cattaraugus (NY), County of, New York
2623. Cayuga (NY), County of, New York
2624. Centereach (NY), Fire District, New York
2625. Centerport (NY), Fire District of, New York
2626. Chautauqua (NY), County of, New York
2627. Cheektowaga (NY), Town of, New York
2628. Chemung (NY), County of, New York
2629. Chenango (NY), County of, New York
2630. Clarkstown (NY), Town of, New York
2631. Clinton (NY), County of, New York
2632. Columbia (NY), County of, New York
2633. Cortland (NY) County of, New York
2634. Dutchess (NY), County of, New York
2635. East Hampton (NY), Village of, New York
2636. East Rockaway (NY), Village of, New York
2637. Erie (NY), County of, New York
2638. Essex (NY), County of, New York
2639. Farmingdale (NY), Village of, New York
2640. Floral Park (NY), Village of, New York
2641. Franklin (NY), County of, New York
2642. Fulton (NY), County of, New York
2643. Garden City (NY), Village of, New York
2644. Genesee (NY), County of, New York
2645. Geneva (NY), City of, New York
2646. Great Neck (NY), Village of, New York
2647. Greene (NY), County of, New York
2648. Greenport (NY), Village of, New York
2649. Hamilton (NY), County of, New York
2650. Hauppauge (NY), Fire District, New York
2651. Haverstraw (NY), Town of, New York
2652. Hempstead (NY), Town of, New York
2653. Hempstead (NY), Village of, New York
2654. Herkimer (NY), County of, New York

2655. Herkimer (NY), Village of, New York
2656. Hicksville (NY), Water District of, New York
2657. Huntington (NY), Town of, New York
2658. Island Park (NY), Village of, New York
2659. Islandia (NY), Village of, New York
2660. Islip (NY), Town of, New York
2661. Islip Terrace (NY), Fire District of, New York
2662. Ithaca (NY), City of, New York
2663. Jefferson (NY), County of, New York
2664. Kingston (NY), City of, New York
2665. Lackawanna (NY), City of, New York
2666. Lake Grove (NY), Village of, New York
2667. Lancaster (NY), Town of, New York
2668. Lawrence (NY), Village of, New York
2669. Levittown (NY), Fire District of, New York
2670. Lewis (NY), County of, New York
2671. Lindenhurst (NY), Village of, New York
2672. Livingston (NY), County of, New York
2673. Lloyd Harbor (NY), Village of, New York
2674. Long Beach (NY), City of, New York
2675. Lynbrook (NY), Village of, New York
2676. Madison (NY), County of, New York
2677. Massapequa Park (NY), Village of, New York
2678. Melville (NY), Fire District of, New York
2679. Merrick Library (NY), New York
2680. Mill Neck (NY), Village of, New York
2681. Miller Place (NY), Fire District of, New York
2682. Millerton (NY), Village of, New York
2683. Monroe (NY), County of, New York
2684. Montgomery (NY), County of, New York
2685. Mount Sinai (NY), Fire District of, New York
2686. Mount Vernon (NY), City of, New York
2687. Nassau (NY), County of, New York
2688. Nesconset (NY), Fire District of, New York
2689. New Hyde Park (NY), Village of, New York
2690. New York (NY), City of, New York
2691. Niagara (NY), County of, New York
2692. Nissequogue (NY), Village of, New York
2693. North Hempstead (NY), Town of, New York
2694. North Merrick (NY), Fire District of, New York
2695. North Patchogue (NY), Fire District of, New York
2696. Northport (NY), Village of, New York
2697. Ogdensburg (NY), City of, New York
2698. Old Westbury (NY), Village of, New York
2699. Oneida (NY), County of, New York
2700. Onondaga (NY), County of, New York
2701. Ontario (NY), County of, New York
2702. Orange (NY), County of, New York
2703. Orangetown (NY), Town of, New York
2704. Orleans (NY) County of, New York
2705. Oswego (NY), County of, New York
2706. Otsego (NY), County of, New York
2707. Oyster Bay (NY), Town of, New York
2708. Patchogue (NY), Village of, New York
2709. Plainview - Old Bethpage Public Library (NY), New York
2710. Plattsburgh (NY), City of, New York
2711. Poquott (NY), Village of, New York
2712. Port Washington (NY), Water District of, New York
2713. Port Washington North (NY), Village of, New York
2714. Poughkeepsie (NY), City of, New York
2715. Poughkeepsie (NY), Town of, New York
2716. Putnam (NY), County of, New York
2717. Ramapo (NY), Town of, New York
2718. Rensselaer (NY), County of, New York
2719. Ridge (NY), Fire District of, New York
2720. Riverhead (NY), Town of, New York
2721. Rochester (NY), City of, New York
2722. Rockland (NY), County of, New York
2723. Rockville Centre Public Library (NY), New York
2724. Rome (NY), City of, New York
2725. Rosalyn (NY) Water District, New York
2726. Saltaire (NY), Village of, New York
2727. Saratoga (NY), County of, New York
2728. Saratoga Springs (NY), City of, New York
2729. Schenectady (NY), City of, New York
2730. Schenectady (NY), County of, New York
2731. Schoharie (NY), County of, New York
2732. Schuyler (NY), County of, New York
2733. Seneca (NY), County of, New York
2734. Smithtown (NY), Fire District of, New York
2735. Smithtown (NY), Town of, New York
2736. South Farmingdale (NY), Fire District of, New York
2737. Southampton (NY), Town of, New York
2738. Southold (NY), Town of, New York
2739. St James (NY), Fire District, New York
2740. St. Lawrence (NY), County of, New York
2741. Steuben (NY), County of, New York
2742. Stewart Manor (NY), Village of, New York

2743. Stony Brook (NY), Fire District of, New York
2744. Stony Point (NY), Town of, New York
2745. Suffern (NY), Village of, New York
2746. Suffolk (NY), County of, New York
2747. Sullivan (NY), County of, New York
2748. Syracuse (NY), City of, New York
2749. The Branch (NY), Village of, New York
2750. Tioga (NY), County of, New York
2751. Tompkins (NY), County of, New York
2752. Tonawanda (NY), Town of, New York
2753. Troy (NY), City of, New York
2754. Ulster (NY), County of, New York
2755. Uniondale (NY), Fire District of, New York
2756. Utica (NY), City of, New York
2757. Valley Stream (NY), Village of, New York
2758. Wappinger (NY), Town of, New York
2759. Wappingers Falls (NY), Village of, New York
2760. Warren (NY), County of, New York
2761. Washington (NY), County of, New York
2762. West Hampton Dunes (NY), Village of, New York
2763. West Haverstraw (NY), Village of, New York
2764. West Hempstead (NY) Public Library, New York
2765. Westbury (NY), Village of, New York
2766. Westchester (NY), County of, New York
2767. Wyoming (NY), County of, New York
2768. Yates (NY) County of, New York
2769. Yonkers (NY), City of, New York
2770. Alamance (NC), County of, North Carolina
2771. Alexander (NC), County of, North Carolina
2772. Alleghany (NC), County of, North Carolina
2773. Anson (NC), County of, North Carolina
2774. Ashe (NC), County of, North Carolina
2775. Beaufort (NC), County of, North Carolina
2776. Bertie (NC), County of, North Carolina
2777. Bladen (NC), County of, North Carolina
2778. Brunswick (NC), County of, North Carolina
2779. Buncombe (NC), County of, North Carolina
2780. Burke (NC), County of, North Carolina
2781. Cabarrus (NC), County of, North Carolina
2782. Caldwell (NC), County of, North Carolina
2783. Camden (NC), County of, North Carolina
2784. Canton (NC), City of, North Carolina
2785. Carteret (NC), County of, North Carolina
2786. Caswell (NC), County of, North Carolina
2787. Catawba (NC), County of, North Carolina
2788. Chatham (NC), County of, North Carolina
2789. Cherokee (NC), County of, North Carolina
2790. Chowan (NC), County of, North Carolina
2791. Cleveland (NC), County of, North Carolina
2792. Columbus (NC), County of, North Carolina
2793. Craven (NC), County of, North Carolina
2794. Cumberland (NC), County of, North Carolina
2795. Currituck (NC), County of, North Carolina
2796. Dare (NC), County of, North Carolina
2797. Davidson (NC), County of, North Carolina
2798. Davie (NC), County of, North Carolina
2799. Duplin (NC), County of, North Carolina
2800. Durham (NC), County of, North Carolina
2801. Fayetteville (NC), City Of, North Carolina
2802. Forsyth (NC), County of, North Carolina
2803. Franklin (NC), County of, North Carolina
2804. Gaston (NC), County of, North Carolina
2805. Granville (NC), County of, North Carolina
2806. Greene (NC), County of, North Carolina
2807. Greensboro (NC), City of, North Carolina
2808. Guilford (NC), County of, North Carolina
2809. Halifax (NC), County of, North Carolina
2810. Haywood (NC), County of, North Carolina
2811. Henderson (NC), City of, North Carolina
2812. Hickory (NC), City of, North Carolina
2813. Iredell (NC) County of, North Carolina
2814. Jacksonville (NC), City of, North Carolina
2815. Jones (NC), County of, North Carolina
2816. Lee (NC), County of, North Carolina
2817. Lenoir (NC), County of, North Carolina
2818. Lincoln (NC), County of, North Carolina
2819. Madison (NC), County of, North Carolina
2820. Martin (NC), County of, North Carolina
2821. McDowell (NC), County of, North Carolina
2822. Mecklenburg (NC), County of, North Carolina
2823. Mitchell (NC), County of, North Carolina
2824. Moore (NC), County of, North Carolina
2825. New Hanover (NC), County of, North Carolina
2826. Onslow (NC), County of, North Carolina
2827. Orange (NC), County of, North Carolina
2828. Pamlico (NC), County of, North Carolina
2829. Pasquotank (NC), County of, North Carolina
2830. Person (NC), County of, North Carolina
2831. Pitt (NC), County of, North Carolina
2832. Polk (NC), County of, North Carolina
2833. Randolph (NC), County of, North Carolina
2834. Richmond (NC), County of, North Carolina
2835. Robeson (NC), County of, North Carolina

2836. Rockingham (NC), County of, North Carolina
2837. Rowan (NC), County of, North Carolina
2838. Rutherford (NC), County of, North Carolina
2839. Sampson (NC), County of, North Carolina
2840. Scotland (NC), County of, North Carolina
2841. Stokes (NC), County of, North Carolina
2842. Surry (NC), County of, North Carolina
2843. Tyrrell (NC), County of, North Carolina
2844. Vance (NC), County of, North Carolina
2845. Warren (NC), County of, North Carolina
2846. Washington (NC), County of, North Carolina
2847. Watauga (NC), County of, North Carolina
2848. Wayne (NC), County of, North Carolina
2849. Wilkes (NC), County of, North Carolina
2850. Wilmington (NC), City of, North Carolina
2851. Winston-Salem (NC), City of, North Carolina
2852. Yadkin (NC), County of, North Carolina
2853. Yancey (NC), County of, North Carolina
2854. Barnes (ND), County of, North Dakota
2855. Benson (ND), County of, North Dakota
2856. Bismarck (ND), City of, North Dakota
2857. Burleigh (ND), County of, North Dakota
2858. Cass (ND), County of, North Dakota
2859. Devils Lake (ND), City of, North Dakota
2860. Dickey (ND), County of, North Dakota
2861. Dunn (ND), County of, North Dakota
2862. Eddy (ND), County of, North Dakota
2863. Fargo (ND), City of, North Dakota
2864. Foster (ND), County of, North Dakota
2865. Grand Forks (ND), City of, North Dakota
2866. Grand Forks (ND), County of, North Dakota
2867. Lamoure (ND), County of, North Dakota
2868. Lisbon (ND), City of, North Dakota
2869. McKenzie (ND), County of, North Dakota
2870. McLean (ND), County of, North Dakota
2871. Mercer (ND), County of, North Dakota
2872. Mountrail (ND), County of, North Dakota
2873. Pembina (ND), County of, North Dakota
2874. Pierce (ND), County of, North Dakota
2875. Ramsey (ND), County of, North Dakota
2876. Ransom (ND), County of, North Dakota
2877. Richland (ND), County of, North Dakota
2878. Rolette (ND), County of, North Dakota
2879. Sargent (ND), County of, North Dakota
2880. Stark (ND), County of, North Dakota
2881. Towner (ND), County of, North Dakota
2882. Walsh (ND), County of, North Dakota
2883. Ward (ND), County of, North Dakota
2884. Wells (ND), County of, North Dakota
2885. Williams (ND), County of, North Dakota
2886. Adams (OH), County of (Board of Commissioners), Ohio
2887. Akron (OH), City of, Ohio
2888. Allen (OH), County of (Board of Commissioners), Ohio
2889. Alliance (OH), City of, Ohio
2890. Ashland (OH), City of, Ohio
2891. Ashland (OH), County of (Board of Commissioners), Ohio
2892. Ashtabula (OH), County of, Ohio
2893. Athens (OH), County of (Board of Commissioners), Ohio
2894. Auglaize (OH), County of (Board of Commissioners), Ohio
2895. Aurora (OH), City of, Ohio
2896. Barberton (OH), City of, Ohio
2897. Belmont (OH), County of (Board of Commissioners), Ohio
2898. Boston (OH), Township of, Ohio
2899. Boston Heights (OH), Village of, Ohio
2900. Broadview Heights (OH), City of, Ohio
2901. Brooklyn Heights (OH), Village of, Ohio
2902. Brown (OH), County of (Board of Commissioners), Ohio
2903. Brunswick (OH), City of, Ohio
2904. Butler (OH), County of (Board of Commissioners), Ohio
2905. Canton (OH), City of, Ohio
2906. Carroll (OH), County of (Board of Commissioners), Ohio
2907. Champaign (OH), County of (Board of Commissioners), Ohio
2908. Cincinnati (OH), City of, Ohio
2909. Clermont (OH), County of (Board of Commissioners), Ohio
2910. Cleveland (OH), City of, Ohio
2911. Clinton (OH), County of (Board of Commissioners), Ohio
2912. Clinton (OH), Village of, Ohio
2913. Columbiana (OH), County of (Board of Commissioners), Ohio
2914. Columbus (OH), City of, Ohio
2915. Copley (OH), Township of, Ohio
2916. Coshocton (OH), County of (Board of Commissioners), Ohio
2917. Coventry (OH), Township of, Ohio
2918. Crawford (OH), County of (Board of Commissioners), Ohio
2919. Cuyahoga Falls (OH), City of, Ohio
2920. Darke (OH), County of (Commissioners), Ohio

2921. Dayton (OH), City of, Ohio
2922. Delaware (OH), County of (Board of Commissioners), Ohio
2923. East Cleveland (OH), City of, Ohio
2924. Elyria (OH), City of, Ohio
2925. Erie (OH), County of (Board of Commissioners), Ohio
2926. Euclid (OH), City of, Ohio
2927. Fairfield (OH), City of, Ohio
2928. Fairfield (OH), County of (Board of Commissioners), Ohio
2929. Fairlawn (OH), City of, Ohio
2930. Fayette (OH), County of, Ohio
2931. Findlay (OH), City of, Ohio
2932. Fostoria (OH), City of, Ohio
2933. Franklin (OH), County of (Board of Commissioners), Ohio
2934. Fulton (OH), County of (Board of Commissioners), Ohio
2935. Gallia (OH), County of (Board of Commissioners), Ohio
2936. Garfield Heights (OH), City of, Ohio
2937. Geauga (OH), County of (Commissioners), Ohio
2938. Green (OH), City of, Ohio
2939. Guernsey (OH), County of (Board of Commissioners), Ohio
2940. Hamilton (OH), City of, Ohio
2941. Hamilton (OH), County of (Board of Commissioners), Ohio
2942. Hancock (OH), County of (Board of Commissioners), Ohio
2943. Harrison (OH), County of (Commissioners), Ohio
2944. Hocking (OH), County of (Board of Commissioners), Ohio
2945. Huron (OH), City of, Ohio
2946. Huron (OH), County of (Board of Commissioners), Ohio
2947. Ironton (OH), City of, Ohio
2948. Jackson (OH), County of (Board of Commissioners), Ohio
2949. Jefferson (OH), County of, Ohio
2950. Kent (OH), City of, Ohio
2951. Knox (OH), County of (Board of Commissioners), Ohio
2952. Lake (OH), County of, Ohio
2953. Lakemore (OH), Village of, Ohio
2954. Lakewood (OH), City of, Ohio
2955. Lawrence (OH), County of (Board of Commissioners), Ohio
2956. Lebanon (OH), City of, Ohio
2957. Licking (OH), County (Board of Commissioners), Ohio
2958. Lima (OH), City of, Ohio
2959. Logan (OH), County of (Board of Commissioners), Ohio
2960. Lorain (OH), City of, Ohio
2961. Lorain (OH), County of, Ohio
2962. Lucas (OH), County of (Board of Commissioners), Ohio
2963. Lucas County Children Services Board of Trustees (OH), Ohio
2964. Lyndhurst (OH), City of, Ohio
2965. Macedonia (OH), City of, Ohio
2966. Mansfield (OH), City of, Ohio
2967. Marietta (OH), City of, Ohio
2968. Marion (OH), County of, Ohio
2969. Massillon (OH), City of, Ohio
2970. Mayfield Heights (OH), City of, Ohio
2971. Medina (OH), County of, Ohio
2972. Meigs (OH), County of, Ohio
2973. Mental Health & Recovery Services Board of Allen, Auglaize, and Hardin Counties (OH), Ohio
2974. Mental Health & Recovery Services Board of Lucas County (OH), Ohio
2975. Mercer (OH), County of (Board of Commissioners), Ohio
2976. Miami (OH), County of (Board of Commissioners), Ohio
2977. Middletown (OH), City of, Ohio
2978. Mogadore (OH), Village of, Ohio
2979. Monroe (OH), County of (Board of Commissioners), Ohio
2980. Montgomery (OH), County of (Board of Commissioners), Ohio
2981. Morrow (OH), County of (Board of Commissioners), Ohio
2982. Munroe Falls (OH), City of, Ohio
2983. Muskingum (OH), County of (Board of Commissioners), Ohio
2984. New Franklin (OH), City of, Ohio
2985. Newburgh Heights (OH), Village of, Ohio
2986. Noble (OH), County of (Commissioners), Ohio
2987. North Olmsted (OH), City of, Ohio
2988. North Ridgeville (OH), City of, Ohio
2989. North Royalton (OH), City of, Ohio
2990. Norton (OH), City of, Ohio
2991. Norwalk (OH), City of, Ohio
2992. Olmsted Falls (OH), City of, Ohio
2993. Ottawa (OH), County of (Board of Commissioners), Ohio
2994. Painesville (OH), Township of, Ohio

2995. Parma (OH), City of, Ohio
2996. Parma Heights (OH), City of, Ohio
2997. Peninsula (OH), Village of, Ohio
2998. Perry (OH), County of (Board of Commissioners), Ohio
2999. Pike (OH), County of (Board), Ohio
3000. Portage (OH), County of, Ohio
3001. Portsmouth (OH), City of, Ohio
3002. Ravenna (OH), City of, Ohio
3003. Richfield (OH), Village of, Ohio
3004. Richland (OH), County Children's Services of, Ohio
3005. Ross (OH), County of, Ohio
3006. Sandusky (OH), City of, Ohio
3007. Sandusky (OH), County of (Commissioners), Ohio
3008. Scioto (OH), County of (Board of Commissioners), Ohio
3009. Seneca (OH), County of (Board of Commissioners), Ohio
3010. Seven Hills (OH), City of, Ohio
3011. Shelby (OH), County of (Board of Commissioners), Ohio
3012. Silver Lake (OH), Village of, Ohio
3013. Springfield (OH), Township of, Ohio
3014. St. Marys (OH), City of, Ohio
3015. Stark (OH), County of, Ohio
3016. Stow (OH), City of, Ohio
3017. Strongsville (OH), City of, Ohio
3018. Tallmadge (OH), City of, Ohio
3019. Toledo (OH), City of, Ohio
3020. Trumbull (OH), County of, Ohio
3021. Tuscarawas (OH), County of, Ohio
3022. Valley Fire District (OH), Ohio
3023. Van Wert (OH), City of, Ohio
3024. Van Wert (OH), County of (Board of Commissioners), Ohio
3025. Vinton County (OH), County of (Board of Commissioners), Ohio
3026. Warren (OH), City of, Ohio
3027. Warrensville Heights (OH), City of, Ohio
3028. Washington (OH), County of, Ohio
3029. Wayne (OH), County of (Board of Commissioners), Ohio
3030. Wickliffe (OH), City of, Ohio
3031. Williams (OH), County of (Commissioners), Ohio
3032. Wyandot (OH), County of (Board of Commissioners), Ohio
3033. Youngstown (OH), City of, Ohio
3034. Ada, (OK), City of, Oklahoma
3035. Altus (OK), City of, Oklahoma
3036. Anadarko (OK), City of, Oklahoma
3037. Atoka (OK), County of (Board of Commissioners), Oklahoma
3038. Beckham (OK), County of (Board of Commissioners), Oklahoma
3039. Bethany (OK), City of, Oklahoma
3040. Broken Arrow (OK), City of, Oklahoma
3041. Caddo (OK), County of (Board of Commissioners), Oklahoma
3042. Choctaw (OK), County of (Board of Commissioners), Oklahoma
3043. Cimarron (OK), County of (Board of Commissioners), Oklahoma
3044. Cleveland (OK), County of (Board of Commissioners), Oklahoma
3045. Coal (OK), County of (Board of Commissioners), Oklahoma
3046. Comanche (OK), County of (Board of Commissioners), Oklahoma
3047. Craig (OK), County of (County Commission), Oklahoma
3048. Creek (OK), County of (County Commission), Oklahoma
3049. Custer (OK), County of (Board of Commissioners), Oklahoma
3050. Delaware (OK), County of (Board of Commissioners), Oklahoma
3051. Dewey County (OK), County of (Board of Commissioners), Oklahoma
3052. Edmond (OK), City of, Oklahoma
3053. El Reno (OK), City of, Oklahoma
3054. Elk City (OK), City of, Oklahoma
3055. Enid (OK), City of, Oklahoma
3056. Garvin (OK), County of (Board of Commissioners), Oklahoma
3057. Grady (OK), County of (Board of Commissioners), Oklahoma
3058. Greer (OK), County of (Board of Commissioners), Oklahoma
3059. Guthrie (OK), City of, Oklahoma
3060. Harmon (OK), County of (Board of Commissioners), Oklahoma
3061. Harper County (OK), County of (Board of Commissioners), Oklahoma
3062. Haskell County (OK), County of (Board of Commissioners), Oklahoma
3063. Hughes (OK), County of (Board of Commissioners), Oklahoma
3064. Jackson (OK), County of (Board of Commissioners), Oklahoma
3065. Jefferson (OK), County of (Board of Commissioners), Oklahoma
3066. Jenks (OK), City of, Oklahoma

3067. Johnston County (OK), County of (Board of Commissioners), Oklahoma
3068. Kay (OK), County of (Commissioners), Oklahoma
3069. Kiowa (OK), County of (Board of Commissioners), Oklahoma
3070. Latimer (OK), County of (Board of Commissioners), Oklahoma
3071. Lawton (OK), City of, Oklahoma
3072. Le Flore (OK), County of (Board of Commissioners), Oklahoma
3073. Lincoln (OK), County of (Board of Commissioners), Oklahoma
3074. Logan County (OK), County of (Board of Commissioners), Oklahoma
3075. Love County (OK), County of (Board of Commissioners), Oklahoma
3076. Major County (OK), County of (Board of Commissioners), Oklahoma
3077. Mayes (OK), County of (County Commission), Oklahoma
3078. McClain (OK), County of (Board of Commissioners), Oklahoma
3079. McCurtain (OK), County of (Board of Commissioners), Oklahoma
3080. Midwest City (OK), City of, Oklahoma
3081. Muskogee (OK), City of, Oklahoma
3082. Muskogee (OK), County of (Board of Commissioners), Oklahoma
3083. Mustang (OK), City of, Oklahoma
3084. Noble (OK), County of (Commissioners), Oklahoma
3085. Nowata (OK), County of, Oklahoma
3086. Okfuskee (OK), County of (Board of Commissioners), Oklahoma
3087. Oklahoma (OK), County of (Board of Commissioners), Oklahoma
3088. Oklahoma City (OK), City of, Oklahoma
3089. Okmulgee (OK), County of (County Commission), Oklahoma
3090. Osage County (OK), County of (Board of Commissioners), Oklahoma
3091. Ottawa (OK), County of (Board of Commissioners), Oklahoma
3092. Owasso (OK), City of, Oklahoma
3093. Pawnee (OK), County of (Board of Commissioners), Oklahoma
3094. Payne (OK), County of (County Commission), Oklahoma
3095. Pittsburg (OK), County of (Board of Commissioners), Oklahoma
3096. Ponca City (OK), City of, Oklahoma
3097. Pottawatomie (OK), County of (Board of Commissioners), Oklahoma
3098. Roger Mills (OK), County of (Board of Commissioners), Oklahoma
3099. Rogers (OK), County of (County Commission), Oklahoma
3100. Seminole (OK), City of, Oklahoma
3101. Seminole (OK), County of (Board of Commissioners), Oklahoma
3102. Shawnee (OK), City of, Oklahoma
3103. Stephens (OK), County of (Board of Commissioners), Oklahoma
3104. Stillwater (OK), City of, Oklahoma
3105. Texas (OK), County of (Board of Commissioners), Oklahoma
3106. Tillman (OK), County of (Board of Commissioners), Oklahoma
3107. Tulsa (OK), City of, Oklahoma
3108. Tulsa (OK), County of (Board of Commissioners), Oklahoma
3109. Washington (OK), County of (County Commission), Oklahoma
3110. Woods County (OK), County of (Board of Commissioners), Oklahoma
3111. Woodward (OK), County of (Board of Commissioners), Oklahoma
3112. Yukon (OK), City of, Oklahoma
3113. Clackamas (OR), County of, Oregon
3114. Clatsop (OR), County of, Oregon
3115. Columbia (OR), County of, Oregon
3116. Coos (OR), County of, Oregon
3117. Curry (OR), County of, Oregon
3118. Jackson (OR), County of, Oregon
3119. Josephine (OR), County of, Oregon
3120. Lane (OR), County of, Oregon
3121. Multnomah (OR), County of, Oregon
3122. Portland (OR), City of, Oregon
3123. Washington (OR), County of, Oregon
3124. Yamhill (OR), County of, Oregon
3125. Adams (PA), County of, Pennsylvania
3126. Aliquippa (PA), City of, Pennsylvania
3127. Allegheny, (PA), County of, Pennsylvania
3128. Allentown (PA), City of, Pennsylvania
3129. Armstrong (PA), County of, Pennsylvania
3130. Beaver (PA), County of, Pennsylvania
3131. Bedford (PA), County of, Pennsylvania
3132. Bensalem (PA), Township of, Pennsylvania
3133. Berks (PA) County of (District Attorney John Adams), Pennsylvania
3134. Bradford (PA), County of, Pennsylvania
3135. Bristol (PA), Township, Pennsylvania
3136. Bucks (PA), County of, Pennsylvania
3137. Cambria (PA), County of, Pennsylvania

3138. Carbon (PA), County of, Pennsylvania
3139. Chester (PA), County of, Pennsylvania
3140. Clarion (PA), County of, Pennsylvania
3141. Clearfield (PA), County of, Pennsylvania
3142. Clinton (PA), County of, Pennsylvania
3143. Coatesville (PA), City of, Pennsylvania
3144. Columbia (PA), County of, Pennsylvania
3145. Cumberland (PA), County of, Pennsylvania
3146. Dauphin (PA) County, of (District Attorney Francis Chardo), Pennsylvania
3147. Delaware (PA), County of, Pennsylvania
3148. Edwardsville (PA), Borough of, Pennsylvania
3149. Erie (PA), County of, Pennsylvania
3150. Exeter (PA), Borough of, Pennsylvania
3151. Fairview (PA), Township of, Pennsylvania
3152. Fayette (PA), County of, Pennsylvania
3153. Forty Fort (PA), Borough of, Pennsylvania
3154. Franklin (PA), County of, Pennsylvania
3155. Greene (PA), County of, Pennsylvania
3156. Hanover (PA), Township of, Pennsylvania
3157. Hazleton (PA), City of, Pennsylvania
3158. Huntingdon (PA), County of, Pennsylvania
3159. Indiana (PA), County of, Pennsylvania
3160. Kingston (PA), Borough of, Pennsylvania
3161. Lackawanna (PA), County of, Pennsylvania
3162. Lawrence (PA), County of, Pennsylvania
3163. Lehigh (PA), County of, Pennsylvania
3164. Lock Haven (PA), City of, Pennsylvania
3165. Lower Makefield (PA), Township of, Pennsylvania
3166. Lower Southampton (PA), Township of, Pennsylvania
3167. Luzerne (PA), County of, Pennsylvania
3168. Lycoming (PA), County of, Pennsylvania
3169. Mercer (PA), County of, Pennsylvania
3170. Middletown (PA), Township of, Pennsylvania
3171. Monroe (PA), County of, Pennsylvania
3172. Morrisville (PA), Borough of, Pennsylvania
3173. Nanticoke (PA), City of, Pennsylvania
3174. New Castle (PA), City of, Pennsylvania
3175. Newtown (PA), Township of, Pennsylvania
3176. Norristown (PA), Municipality of, Pennsylvania
3177. Northampton (PA) County of (District Attorney Terence Houck), Pennsylvania
3178. Northumberland (PA), County of, Pennsylvania
3179. Philadelphia (PA), City of, Pennsylvania
3180. Pike (PA), County of, Pennsylvania
3181. Pittsburgh (PA), City of, Pennsylvania
3182. Plains (PA), Township, Pennsylvania
3183. Schuylkill (PA), County of, Pennsylvania
3184. Sugar Notch (PA), Borough, Pennsylvania
3185. Tioga (PA), County of, Pennsylvania
3186. Union (PA), Township of, Pennsylvania
3187. Warminster (PA), Township of, Pennsylvania
3188. Warrington (PA), Township of, Pennsylvania
3189. Washington (PA), County of, Pennsylvania
3190. West Norriton (PA), Township of, Pennsylvania
3191. West Pittston (PA), Borough of, Pennsylvania
3192. Westmoreland (PA), County of, Pennsylvania
3193. Wilkes-Barre (PA), City of, Pennsylvania
3194. Wilkes-Barre (PA), Township, Pennsylvania
3195. Wright (PA), Township of, Pennsylvania
3196. Wyoming (PA), Borough of, Pennsylvania
3197. Wyoming (PA), County of, Pennsylvania
3198. York (PA), County of, Pennsylvania
3199. Adjuntas (PR), Municipality of, Puerto Rico
3200. Arroyo (PR), Municipality of, Puerto Rico
3201. Barceloneta (PR), Municipality of, Puerto Rico
3202. Bayamon (PR), Municipality of, Puerto Rico
3203. Caguas (PR), Municipality of, Puerto Rico
3204. Canovanas Puerto Rico (PR), Municipality of, Puerto Rico
3205. Catano (PR), Municipality of, Puerto Rico
3206. Cayey (PR), Municipality of, Puerto Rico
3207. Ceiba (PR), Municipality of, Puerto Rico
3208. Cidra (PR), Municipality of, Puerto Rico
3209. Coamo (PR), Municipality of, Puerto Rico
3210. Guayanilla (PR), Municipality of, Puerto Rico
3211. Isla de Vieques (PR), Municipality of, Puerto Rico
3212. Juncos (PR), Municipality of, Puerto Rico
3213. Loiza (PR), Municipality of, Puerto Rico
3214. Rio Grande (PR), Municipality of, Puerto Rico
3215. Sabana Grande (PR), Municipality of, Puerto Rico
3216. San Juan (PR), Municipality of, Puerto Rico
3217. Vega Alta (PR), Municipality of, Puerto Rico

- 3218. Villalba (PR), Municipality of, Puerto Rico
- 3219. Yabucoa (PR), Municipality of, Puerto Rico
- 3220. Barrington (RI), Town of, Rhode Island
- 3221. Bristol (RI), Town of, Rhode Island
- 3222. Burrillville (RI), Town of, Rhode Island
- 3223. Central Falls (RI), City of, Rhode Island
- 3224. Charlestown (RI), Town of, Rhode Island
- 3225. Coventry (RI), Town of, Rhode Island
- 3226. Cranston (RI), City of, Rhode Island
- 3227. Cumberland (RI), Town of, Rhode Island
- 3228. East Greenwich (RI), Town of, Rhode Island
- 3229. East Providence (RI), City of, Rhode Island
- 3230. Foster (RI), Town of, Rhode Island
- 3231. Glocester (RI), Town of, Rhode Island
- 3232. Hopkinton (RI), Town of, Rhode Island
- 3233. Jamestown (RI), Town of, Rhode Island
- 3234. Johnston (RI), Town of, Rhode Island
- 3235. Middletown (RI), Town of, Rhode Island
- 3236. Narragansett (RI), Town of, Rhode Island
- 3237. Newport (RI), City of, Rhode Island
- 3238. North Kingstown (RI), Town of, Rhode Island
- 3239. North Providence (RI), Town of, Rhode Island
- 3240. Pawtucket (RI), City of, Rhode Island
- 3241. Portsmouth (RI), Town of, Rhode Island
- 3242. Providence (RI), City of, Rhode Island
- 3243. Richmond (RI), Town of, Rhode Island
- 3244. Scituate (RI), Town of, Rhode Island
- 3245. Smithfield (RI), Town of, Rhode Island
- 3246. South Kingstown (RI), Town of, Rhode Island
- 3247. Warren (RI), Town of, Rhode Island
- 3248. Warwick (RI), City of, Rhode Island
- 3249. West Greenwich (RI), Town of, Rhode Island
- 3250. West Warwick (RI), Town of, Rhode Island
- 3251. Westerly (RI), Town of, Rhode Island
- 3252. Woonsocket (RI), City of, Rhode Island
- 3253. Abbeville (SC), County of, South Carolina
- 3254. Aiken (SC), County of, South Carolina
- 3255. Allendale (SC), County of, South Carolina
- 3256. Anderson (SC), County of, South Carolina
- 3257. Bamberg (SC), County of, South Carolina
- 3258. Barnwell (SC), County of, South Carolina
- 3259. Beaufort (SC), County of, South Carolina
- 3260. Berkeley (SC), County of, South Carolina
- 3261. Calhoun (SC), County of, South Carolina
- 3262. Charleston (SC), City of, South Carolina
- 3263. Charleston (SC), County of, South Carolina
- 3264. Cherokee (SC), County of, South Carolina
- 3265. Chester (SC), City of, South Carolina
- 3266. Chester (SC), County of, South Carolina
- 3267. Chesterfield (SC), County of, South Carolina
- 3268. Clarendon (SC), County of, South Carolina
- 3269. Colleton (SC), County of, South Carolina
- 3270. Columbia (SC), City of, South Carolina
- 3271. Dillon (SC), County of, South Carolina
- 3272. Dorchester (SC), County of, South Carolina
- 3273. Edgefield (SC), County of, South Carolina
- 3274. Fairfield (SC) County of, South Carolina
- 3275. Florence (SC), County of, South Carolina
- 3276. Georgetown (SC), City of, South Carolina
- 3277. Georgetown (SC), County of, South Carolina
- 3278. Greenville (SC), County of, South Carolina
- 3279. Greenwood (SC), County of, South Carolina
- 3280. Hampton (SC), County of, South Carolina
- 3281. Horry (SC), County of, South Carolina
- 3282. Jasper (SC), County of, South Carolina
- 3283. Kershaw (SC) County Hospital Board, South Carolina
- 3284. Kershaw (SC), County of, South Carolina
- 3285. Lancaster (SC), County of, South Carolina
- 3286. Laurens (SC), County of, South Carolina
- 3287. Lee (SC), County of, South Carolina
- 3288. Lexington County (SC), South Carolina
- 3289. Marion (SC), County of, South Carolina
- 3290. Marlboro (SC), County of, South Carolina
- 3291. McCormick (SC), County of, South Carolina
- 3292. Mt. Pleasant (SC), Town of, South Carolina
- 3293. Myrtle Beach (SC), City of, South Carolina
- 3294. Newberry (SC), County of, South Carolina
- 3295. North Charleston (SC), City of, South Carolina
- 3296. Oconee (SC), County of, South Carolina
- 3297. Orangeburg (SC), City of, South Carolina
- 3298. Orangeburg (SC), County of, South Carolina
- 3299. Pickens (SC) County of, South Carolina
- 3300. Richland (SC), County of, South Carolina
- 3301. Saluda (SC), County of, South Carolina
- 3302. Spartanburg (SC), County of, South Carolina
- 3303. Summerville (SC), Town of, South Carolina
- 3304. Sumter (SC), County of, South Carolina
- 3305. Union (SC), County of, South Carolina

3306. Williamsburg (SC) County of, South Carolina
3307. York (SC), County of, South Carolina
3308. Pennington (SD), County of, South Dakota
3309. Alexandria (TN), Town of, Tennessee
3310. Algood (TN), City of, Tennessee
3311. Ardmore (TN), City of, Tennessee
3312. Arlington (TN), Town of, Tennessee
3313. Auburntown (TN), Town of, Tennessee
3314. Baxter (TN), Town of, Tennessee
3315. Bedford (TN), County of, Tennessee
3316. Bell Buckle (TN), Town of, Tennessee
3317. Blount (TN), County of, Tennessee
3318. Byrdstown (TN), Town of, Tennessee
3319. Campbell (TN), County of, Tennessee
3320. Cannon (TN), County of, Tennessee
3321. Celine (TN), City of, Tennessee
3322. Centertown (TN), Town of, Tennessee
3323. Centerville (TN), Town of, Tennessee
3324. Chapel Hill (TN), Town of, Tennessee
3325. Claiborne (TN), County of, Tennessee
3326. Clarksville (TN), City of, Tennessee
3327. Clay (TN), County of, Tennessee
3328. Clifton (TN), City of, Tennessee
3329. Collinwood (TN), City of, Tennessee
3330. Columbia (TN), City of, Tennessee
3331. Cookeville (TN), City of, Tennessee
3332. Cornersville (TN), Town of, Tennessee
3333. Crab Orchard (TN), City of, Tennessee
3334. Crockett (TN), County of, Tennessee
3335. Crossville (TN), City of, Tennessee
3336. Cumberland (TN), County of, Tennessee
3337. Dandridge (TN), Town of, Tennessee
3338. Decatur (TN), County of, Tennessee
3339. Decatur (TN), Town of, Tennessee
3340. Dekalb (TN), County of, Tennessee
3341. Dowelltown (TN), Town of, Tennessee
3342. Doyle (TN), Town of, Tennessee
3343. Eagleville (TN), City of, Tennessee
3344. Elkton (TN), City of, Tennessee
3345. Ethridge (TN), Town of, Tennessee
3346. Fayetteville (TN), City of, Tennessee
3347. Fentress (TN), County of, Tennessee
3348. Gatlinburg (TN) City of, Tennessee
3349. Germantown (TN), City of, Tennessee
3350. Giles (TN), County of, Tennessee
3351. Greene (TN), County of, Tennessee
3352. Hamilton (TN), County of, Tennessee
3353. Hancock (TN), County of, Tennessee
3354. Hawkins (TN), County of, Tennessee
3355. Haywood (TN), County of, Tennessee
3356. Henderson (TN), County of, Tennessee
3357. Iron City (TN), City of, Tennessee
3358. Jefferson (TN), County of, Tennessee
3359. Johnson (TN), County of, Tennessee
3360. La Vergne (TN), City of, Tennessee
3361. Lauderdale (TN), County of, Tennessee
3362. Lawrence (TN), County of, Tennessee
3363. Lawrenceburg (TN), City of, Tennessee
3364. Lewisburg (TN), City of, Tennessee
3365. Lexington (TN), City of, Tennessee
3366. Liberty (TN), Town of, Tennessee
3367. Lincoln (TN), County of, Tennessee
3368. Livingston (TN), Town of, Tennessee
3369. Loretto (TN), City of, Tennessee
3370. Lynchburg (TN), City of, Tennessee
3371. Lynnville (TN), Town of, Tennessee
3372. Madison (TN), County of, Tennessee
3373. Marshall (TN), County of, Tennessee
3374. Maryville (TN), City of, Tennessee
3375. McMinnville (TN), City of, Tennessee
3376. Memphis (TN), City of, Tennessee
3377. Millington (TN), City of, Tennessee
3378. Minor Hill (TN), City of, Tennessee
3379. Monterey (TN), Town of, Tennessee
3380. Montgomery (TN), County of, Tennessee
3381. Moore (TN), County of, Tennessee
3382. Morgan (TN), County of, Tennessee
3383. Morrison (TN), Town of, Tennessee
3384. Mount Pleasant (TN), City of, Tennessee
3385. Murfreesboro (TN), City of, Tennessee
3386. Nashville and Davidson County (TN), Government of, Tennessee
3387. Normandy (TN), Town of, Tennessee
3388. Obion (TN), County of, Tennessee
3389. Overton (TN), County of, Tennessee
3390. Petersburg (TN), Town of, Tennessee
3391. Pickett (TN), County of, Tennessee
3392. Pigeon Forge (TN), City of, Tennessee
3393. Pleasant Hill (TN), Town of, Tennessee
3394. Pulaski (TN), City of, Tennessee
3395. Putnam (TN), County of, Tennessee
3396. Ripley (TN), City of, Tennessee
3397. Rutherford (TN), County of, Tennessee
3398. Scott (TN), County, Tennessee
3399. Shelby (TN), County of (Board of Commissioners), Tennessee
3400. Shelbyville (TN), City of, Tennessee
3401. Smith (TN), County of, Tennessee
3402. Smithville (TN), City of, Tennessee
3403. Smyrna (TN), Town of, Tennessee
3404. Sparta (TN), City of, Tennessee
3405. Spencer (TN), Town of, Tennessee
3406. Spring Hill (TN), City of, Tennessee
3407. St. Joseph (TN), City of, Tennessee
3408. Sumner (TN), County of, Tennessee

3409. Van Buren (TN), County of, Tennessee
3410. Viola (TN), Town of, Tennessee
3411. Warren (TN), County of, Tennessee
3412. Wartrace (TN), Town of, Tennessee
3413. Washington (TN), County of, Tennessee
3414. Wayne (TN), County of, Tennessee
3415. Waynesboro (TN), City of, Tennessee
3416. White (TN), County of, Tennessee
3417. Williamson (TN), County of, Tennessee
3418. Woodbury (TN), Town of, Tennessee
3419. Angelina (TX), County of, Texas
3420. Bailey (TX), County of, Texas
3421. Bastrop (TX), County of, Texas
3422. Bexar (TX), County of, Texas
3423. Bexar County Hospital District d/b/a University Health System (TX), Texas
3424. Bowie (TX), County of, Texas
3425. Brazos (TX), County of, Texas
3426. Brooks (TX), County of, Texas
3427. Burleson (TX), County of, Texas
3428. Burnet (TX), County of, Texas
3429. Caldwell (TX), County of, Texas
3430. Calhoun (TX), County of, Texas
3431. Cameron (TX), County of, Texas
3432. Camp (TX), County of, Texas
3433. Cass (TX), County of, Texas
3434. Castro (TX), County of, Texas
3435. Cherokee (TX), County of, Texas
3436. Childress (TX), County of, Texas
3437. Clay (TX), County of, Texas
3438. Colorado (TX), County of, Texas
3439. Cooke (TX), County of, Texas
3440. Dallas (TX), County of, Texas
3441. Dallas County Hospital District d/b/a Parkland Health & Hospital System (TX), Texas
3442. Delta (TX), County of, Texas
3443. Dimmit (TX), County of, Texas
3444. Duval (TX), County of, Texas
3445. Eagle Pass (TX), City of, Texas
3446. Ector (TX), County of, Texas
3447. El Paso (TX), County of, Texas
3448. Ellis (TX), County of, Texas
3449. Falls (TX), County of, Texas
3450. Fannin (TX), County of, Texas
3451. Fort Bend (TX), County of, Texas
3452. Franklin (TX), County of, Texas
3453. Freestone (TX), County of, Texas
3454. Galveston (TX), County of, Texas
3455. Grayson (TX), County of, Texas
3456. Guadalupe (TX), County of, Texas
3457. Guadalupe Valley Hospital a/k/a Guadalupe Regional Medical Center (TX), Texas
3458. Harris (TX), County of, Texas
3459. Harris County Hospital District d/b/a Harris Health System (TX), Texas
3460. Harrison (TX), County of, Texas
3461. Haskell (TX), County of, Texas
3462. Hays (TX), County of, Texas
3463. Henderson (TX), County of, Texas
3464. Hidalgo (TX), County of, Texas
3465. Hopkins (TX), County of, Texas
3466. Houston (TX), City of, Texas
3467. Houston (TX), County of, Texas
3468. Irving Independent School District (TX), Texas
3469. Jasper (TX), County of, Texas
3470. Jefferson (TX), County of, Texas
3471. Jim Hogg (TX), County of, Texas
3472. Jim Wells (TX), County of, Texas
3473. Johnson (TX), County of, Texas
3474. Jones (TX), County of, Texas
3475. Kaufman (TX), County of, Texas
3476. Kendall (TX), County of, Texas
3477. Kerr (TX), County of, Texas
3478. Kinney (TX), County of, Texas
3479. Kleberg (TX), County of, Texas
3480. La Salle (TX), County of, Texas
3481. Lamar (TX), County of, Texas
3482. Laredo (TX), City of, Texas
3483. Leon (TX), County of, Texas
3484. Leon Valley (TX), City of, Texas
3485. Liberty (TX), County of, Texas
3486. Limestone (TX), County of, Texas
3487. Lubbock (TX), County of, Texas
3488. Madison (TX), County of, Texas
3489. Marion (TX), County of, Texas
3490. Maverick (TX), County of, Texas
3491. McLennan (TX), County of, Texas
3492. McMullen (TX), County of, Texas
3493. Milam (TX), County of, Texas
3494. Mitchell (TX), County of, Texas
3495. Montgomery (TX), County of, Texas
3496. Morris (TX), County of, Texas
3497. Nacogdoches (TX), County of, Texas
3498. Newton (TX), County of, Texas
3499. Nolan (TX), County of, Texas
3500. Nueces (TX), County of, Texas
3501. Nueces County Hospital District (TX), Texas
3502. Ochiltree County Hospital District (TX), Texas
3503. Orange (TX), County of, Texas

3504. Palo Pinto County Hospital District a/k/a Palo Pinto General Hospital (TX), Texas
3505. Panola (TX), County of, Texas
3506. Polk (TX), County of, Texas
3507. Potter (TX), County of, Texas
3508. Red River (TX), County of, Texas
3509. Roberts (TX), County of, Texas
3510. Robertson (TX), County of, Texas
3511. Rockwall (TX), County of, Texas
3512. Rusk (TX), County of, Texas
3513. San Antonio (TX), City of, Texas
3514. San Patricio (TX), County of, Texas
3515. San Saba (TX), County of, Texas
3516. Shackelford (TX), County of, Texas
3517. Shelby (TX), County of, Texas
3518. Smith (TX), County of, Texas
3519. Socorro Independent School District (TX), Texas
3520. Stephens (TX), County of, Texas
3521. Tarrant (TX), County of, Texas
3522. Tarrant County Hospital District (TX) d/b/a JPS Health Network, Texas
3523. Terrell (TX), County of, Texas
3524. Texarkana Independent School District (TX), Texas
3525. Throckmorton (TX), County of, Texas
3526. Titus (TX), County of, Texas
3527. Travis (TX), County of, Texas
3528. Trinity (TX), County of, Texas
3529. Upshur (TX), County of, Texas
3530. Uvalde (TX), County of, Texas
3531. Van Zandt (TX), County of, Texas
3532. Walker (TX), County of, Texas
3533. Waller (TX), County of, Texas
3534. Webb (TX), County of, Texas
3535. West Wharton County (TX) Hospital District, Texas
3536. Wichita (TX), County of, Texas
3537. Williamson (TX), County of, Texas
3538. Wilson (TX), County of, Texas
3539. Wilson County Memorial Hospital District (TX), Texas
3540. Wood (TX), County of, Texas
3541. Zavala (TX), County of, Texas
3542. Beaver (UT), County of, Utah
3543. Cache (UT), County of, Utah
3544. Carbon (UT), County of, Utah
3545. Daggett (UT), County of, Utah
3546. Davis (UT), County of, Utah
3547. Duchesne (UT), County of, Utah
3548. Emery (UT), County of, Utah
3549. Garfield (UT), County of, Utah
3550. Grand (UT), County of, Utah
3551. Iron (UT), County of, Utah
3552. Juab (UT), County of, Utah
3553. Kane (UT), County of, Utah
3554. Millard (UT), County of, Utah
3555. Piute (UT), County of, Utah
3556. Rich (UT), County of, Utah
3557. Salt Lake (UT), County of, Utah
3558. San Juan (UT), County of, Utah
3559. Sanpete (UT), County of, Utah
3560. Sevier (UT), County of, Utah
3561. Summit (UT), County of, Utah
3562. Tooele (UT), County of, Utah
3563. Tri-County Health Department (UT), Utah
3564. Uintah (UT), County of, Utah
3565. Utah (UT), County of, Utah
3566. Wasatch (UT), County of, Utah
3567. Washington (UT), County of, Utah
3568. Wayne (UT), County of, Utah
3569. Weber (UT), County of, Utah
3570. Bennington (VT), Town of, Vermont
3571. Brattleboro (VT), Town of, Vermont
3572. Sharon (VT), Town of, Vermont
3573. St. Albans (VT), City of, Vermont
3574. Accomack (VA), County of, Virginia
3575. Alexandria (VA), City of, Virginia
3576. Alleghany (VA), County of, Virginia
3577. Amherst (VA), County of, Virginia
3578. Arlington (VA), County of (County Board), Virginia
3579. Bland (VA), County of, Virginia
3580. Botetourt (VA), County of, Virginia
3581. Bristol (VA), City of, Virginia
3582. Buchanan (VA), County of, Virginia
3583. Buena Vista (VA), City of, Virginia
3584. Carroll (VA), County of, Virginia
3585. Charlotte (VA), County of, Virginia
3586. Chesapeake (VA), City of, Virginia
3587. Chesterfield (VA), County of, Virginia
3588. Covington (VA), City of, Virginia
3589. Culpeper (VA), County of, Virginia
3590. Cumberland (VA), County of, Virginia
3591. Danville (VA), City of, Virginia
3592. Dickenson (VA), County of, Virginia
3593. Dinwiddie (VA), County of, Virginia
3594. Emporia (VA), City of, Virginia
3595. Fairfax (VA), City of, Virginia
3596. Fairfax (VA), County of (Board of Supervisors), Virginia
3597. Fauquier (VA), County of, Virginia
3598. Floyd (VA), County of, Virginia
3599. Franklin (VA), County of, Virginia
3600. Frederick (VA), County of, Virginia
3601. Fredericksburg (VA), City of, Virginia

3602. Galax (VA), City of, Virginia
3603. Giles (VA), County of, Virginia
3604. Goochland (VA), County of, Virginia
3605. Grayson (VA), County of, Virginia
3606. Greensville (VA), County of, Virginia
3607. Halifax (VA), County of, Virginia
3608. Henrico (VA), County of, Virginia
3609. Henry (VA), County of, Virginia
3610. Hopewell (VA), City of, Virginia
3611. Isle of Wight (VA), County of, Virginia
3612. King and Queen (VA), County of, Virginia
3613. Lee (VA), County of, Virginia
3614. Lexington (VA), City of, Virginia
3615. Loudoun (VA), County of, Virginia
3616. Louisa (VA), County of, Virginia
3617. Madison (VA), County of, Virginia
3618. Martinsville (VA), City of, Virginia
3619. Mecklenburg (VA), County of, Virginia
3620. Montgomery (VA), County of, Virginia
3621. Norfolk (VA), City of, Virginia
3622. Northampton (VA), County of, Virginia
3623. Northumberland (VA), County of, Virginia
3624. Norton (VA), City of, Virginia
3625. Page (VA), County of, Virginia
3626. Patrick (VA), County of, Virginia
3627. Pittsylvania (VA), County of, Virginia
3628. Portsmouth (VA), City of, Virginia
3629. Prince George (VA), County of, Virginia
3630. Prince William (VA), County of (Board of Supervisors), Virginia
3631. Pulaski (VA), County of, Virginia
3632. Radford (VA), City of, Virginia
3633. Richlands (VA), Town of, Virginia
3634. Richmond (VA), City of, Virginia
3635. Richmond (VA), County of, Virginia
3636. Roanoke (VA), City of, Virginia
3637. Roanoke (VA), County of, Virginia
3638. Rockbridge (VA), County of, Virginia
3639. Russell (VA), County of, Virginia
3640. Salem (VA), City of, Virginia
3641. Scott (VA), County of (Board of Supervisors), Virginia
3642. Shenandoah (VA), County of, Virginia
3643. Smyth (VA), County of, Virginia
3644. Stafford (VA), County of, Virginia
3645. Tazewell (VA), County of, Virginia
3646. Virginia Beach (VA), City of, Virginia
3647. Virginia Beach (VA), City of (Sheriff), Virginia
3648. Warren (VA), County of, Virginia
3649. Washington (VA), County of, Virginia
3650. Waynesboro (VA), City of, Virginia
3651. Westmoreland (VA), County of, Virginia
3652. Winchester (VA), City of, Virginia
3653. Wise (VA), County of (Board of Supervisors), Virginia
3654. Wythe (VA), County of, Virginia
3655. Anacortes (WA), City of, Washington
3656. Bainbridge Island (WA), City of, Washington
3657. Burlington (WA), City of, Washington
3658. Chelan (WA), County of, Washington
3659. Clallam (WA), County of, Washington
3660. Clark (WA), County of, Washington
3661. Everett (WA), City of, Washington
3662. Franklin (WA), County of, Washington
3663. Island (WA), County of, Washington
3664. Jefferson (WA), County of, Washington
3665. Kent (WA), City of, Washington
3666. King (WA), County of, Washington
3667. Kirkland (WA), City of, Washington
3668. Kitsap (WA), County of, Washington
3669. Kittitas (WA), County of, Washington
3670. Lakewood (WA), City of, Washington
3671. Lewis (WA), County of, Washington
3672. Lincoln (WA), County of, Washington
3673. Mount Vernon (WA), City of, Washington
3674. Mount Vernon (WA), School District of, Washington
3675. Olympia (WA), City of, Washington
3676. Pierce (WA), County of, Washington
3677. San Juan (WA), County of, Washington
3678. Seattle (WA), City of, Washington
3679. Sedro-Woolley (WA), City of, Washington
3680. Sedro-Woolley School District (WA), Washington
3681. Skagit (WA), County of, Washington
3682. Snohomish (WA), County of, Washington
3683. Spokane (WA), City of, Washington
3684. Spokane (WA), County of, Washington
3685. Tacoma (WA), City of, Washington
3686. The La Conner School District (WA), Washington
3687. Thurston (WA), County of, Washington
3688. Vancouver (WA), City of, Washington
3689. Walla Walla (WA), County of, Washington
3690. Whatcom (WA), County of, Washington
3691. Whitman (WA), County of, Washington
3692. Adams (WI), County of, Wisconsin
3693. Ashland (WI), County of, Wisconsin
3694. Barron (WI), County of, Wisconsin
3695. Bayfield (WI), County of, Wisconsin
3696. Brown (WI), County of, Wisconsin
3697. Buffalo (WI), County of, Wisconsin
3698. Burnett (WI), County of, Wisconsin
3699. Calumet (WI), County of, Wisconsin

3700. Chippewa (WI), County of, Wisconsin
3701. Clark (WI), County of, Wisconsin
3702. Columbia (WI), County of, Wisconsin
3703. Crawford (WI), County of, Wisconsin
3704. Cudahy (WI), City of, Wisconsin
3705. Dane (WI), County of, Wisconsin
3706. Dodge (WI), County of, Wisconsin
3707. Door (WI), County of, Wisconsin
3708. Douglas (WI), County of, Wisconsin
3709. Dunn (WI), County of, Wisconsin
3710. Eau Claire (WI), County of, Wisconsin
3711. Florence (WI), County of, Wisconsin
3712. Fond du Lac (WI), County of, Wisconsin
3713. Forest (WI), County of, Wisconsin
3714. Franklin (WI), City of, Wisconsin
3715. Grant (WI), County of, Wisconsin
3716. Green (WI), County of, Wisconsin
3717. Green Lake (WI), County of, Wisconsin
3718. Greenfield (WI), City of, Wisconsin
3719. Iowa (WI), County of, Wisconsin
3720. Iron (WI), County of, Wisconsin
3721. Jackson (WI), County of, Wisconsin
3722. Janesville (WI), City of, Wisconsin
3723. Jefferson (WI), County of, Wisconsin
3724. Juneau (WI), County of, Wisconsin
3725. Kenosha (WI), City of, Wisconsin
3726. Kenosha (WI), County of, Wisconsin
3727. Kewaunee (WI), County of, Wisconsin
3728. La Crosse (WI), County of, Wisconsin
3729. Lafayette (WI), County of, Wisconsin
3730. Langlade (WI), County of, Wisconsin
3731. Lincoln (WI), County of, Wisconsin
3732. Manitowoc (WI), County of, Wisconsin
3733. Marathon (WI), County of, Wisconsin
3734. Marinette (WI), City of, Wisconsin
3735. Marinette (WI), County of, Wisconsin
3736. Marquette (WI), County of, Wisconsin
3737. Menominee (WI), County of, Wisconsin
3738. Milwaukee (WI), City of, Wisconsin
3739. Milwaukee (WI), County of, Wisconsin
3740. Monroe (WI), County of, Wisconsin
3741. Mount Pleasant (WI), Village of,
Wisconsin
3742. Oak Creek (WI), City of, Wisconsin
3743. Oconto (WI), County of, Wisconsin
3744. Oneida (WI), County of, Wisconsin
3745. Outagamie (WI), County of, Wisconsin
3746. Ozaukee (WI), County of, Wisconsin
3747. Pepin (WI), County of, Wisconsin
3748. Pierce (WI), County of, Wisconsin
3749. Pleasant Prairie (WI), Village of,
Wisconsin
3750. Portage (WI), County of, Wisconsin
3751. Price (WI), County of, Wisconsin
3752. Racine (WI), County of, Wisconsin
3753. Richland (WI), County of, Wisconsin
3754. Rock (WI), County of, Wisconsin
3755. Rusk (WI), County of, Wisconsin
3756. Sauk (WI), County of, Wisconsin
3757. Sawyer (WI), County of, Wisconsin
3758. Shawano (WI), County of, Wisconsin
3759. Sheboygan (WI), County of, Wisconsin
3760. South Milwaukee (WI), City of, Wisconsin
3761. St. Croix (WI), County of, Wisconsin
3762. Sturtevant (WI), Village of, Wisconsin
3763. Superior (WI), City of, Wisconsin
3764. Taylor (WI), County of, Wisconsin
3765. Trempealeau (WI), County of, Wisconsin
3766. Union Grove (WI), Village of, Wisconsin
3767. Vernon (WI), County of, Wisconsin
3768. Vilas (WI), County of, Wisconsin
3769. Walworth (WI), County of, Wisconsin
3770. Washburn (WI), County of, Wisconsin
3771. Washington (WI), County of, Wisconsin
3772. Waukesha (WI), County of, Wisconsin
3773. Waupaca (WI), County of, Wisconsin
3774. Waushara (WI), County of, Wisconsin
3775. Wauwatosa (WI), City of, Wisconsin
3776. West Allis (WI), City of, Wisconsin
3777. Winnebago (WI), County of, Wisconsin
3778. Wood (WI), County of, Wisconsin
3779. Yorkville (WI), Village of, Wisconsin
3780. Carbon (WY), County of, Wyoming
3781. Casper (WY), City of, Wyoming
3782. Cheyenne (WY), City of, Wyoming
3783. Green River (WY), City of, Wyoming
3784. Riverton (WY), City of, Wyoming
3785. Rock Springs (WY), City of, Wyoming
3786. Sweetwater (WY), County of, Wyoming

EXHIBIT D

Later Litigating Subdivision Suspension and Offset Determinations

<u>Participation Tier</u>	<u>Per Capita Amount¹³</u>	<u>Suspension Percentage</u>	<u>Offset Cap</u>	<u>Suspension Deadline and Ending Point</u>
1	\$2,500	66%	66%	Earlier of (1) 6 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.
2	\$2,000	33.33%	34%	Earlier of (1) 6 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.
3	\$1,500	27.5%	30%	Earlier of (1) 9 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.
4	\$1,000	20%	25%	Earlier of (1) 9 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.

¹³ Population will be measured at the level of the Later Litigating Subdivision as described in Section XIV.A, Section XIV.B, and Section XIV.C.

EXHIBIT E

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT F

List of States and Overall Allocation Percentages

Alabama	1.6419290312%
Alaska	0.2584550539%
American Samoa	0.0174042885%
Arizona	2.3755949882%
Arkansas	0.9663486633%
California	9.9213830698%
Colorado	1.6616291219%
Connecticut	1.3343523420%
Delaware	0.4900019063%
District of Columbia	0.2048876457%
Florida	7.0259134409%
Georgia	2.7882080114%
Guam	0.0509264160%
Hawaii	0.3418358185%
Idaho	0.5254331620%
Illinois	3.3263363702%
Indiana	2.2168933059%
Iowa	0.7579283477%
Kansas	0.8042000625%
Kentucky	2.0929730531%
Louisiana	1.5154431983%
Maine	0.5613880586%
Maryland	2.1106090494%
Massachusetts	2.3035761083%
Michigan	3.4020234989%
Minnesota	1.2972597706%
Mississippi	0.8898883053%
Missouri	2.0056475170%
Montana	0.3421667920%
N. Mariana Islands	0.0185877315%
Nebraska	0.4291907949%
Nevada	1.2486754235%
New Hampshire	0.6258752503%
New Jersey	2.7551354545%
New Mexico	0.8557238713%
New York	5.3903813405%

North Carolina	3.2502525994%
North Dakota	0.1858703224%
Ohio	4.3567051408%
Oklahoma	1.5831626090%
Oregon	1.4236951885%
Pennsylvania	4.5882419559%
Puerto Rico	0.7263201134%
Rhode Island	0.4895626814%
South Carolina	1.5834654145%
South Dakota	0.2169945907%
Tennessee	2.6881474977%
Texas	6.2932157196%
Utah	1.1889437113%
Vermont	0.2844241374%
Virgin Islands	0.0340410553%
Virginia	2.2801150757%
Washington	2.3189040182%
Wisconsin	1.7582560561%
Wyoming	0.1954758491%

EXHIBIT G

Subdivisions Eligible to Receive Direct Allocations from the Subdivision Fund and Default Subdivision Fund Allocation Percentages

The Subdivisions set forth on this Exhibit G are eligible to receive direct allocations from the Subdivision Fund, if such Subdivisions are otherwise eligible to receive such funds under this Agreement. By default, the Subdivisions set forth on this Exhibit G shall include: (1) all Litigating Subdivisions that are General Purpose Governments; (2) all counties and parishes in States with functional counties or parishes; (3) all Subdivisions that are the highest level of General Purpose Government in States without functional counties or parishes; and (4) all other Subdivisions that are General Purpose Governments with a population of 10,000 or greater. A State may elect to add any additional Subdivisions to this Exhibit G at any time prior to the Initial Participation Date.

Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, this Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3.

For the avoidance of doubt, inclusion on this Exhibit G shall not create any claim for any amount of the Settlement Fund, and no such amounts shall be allocated or distributed to any Subdivision included herein if such Subdivision does not otherwise meet all requirements to receive any such funds pursuant to this Agreement.

The Parties recognize the benefits of remediation funds reaching all communities, including through direct payments from the Subdivision Fund. However, to promote efficiency in the use of such funds and avoid administratively-burdensome disbursements that would be too small to add a meaningful abatement response, certain Subdivisions do not receive a direct allocation from the Subdivision Fund. However, such Subdivisions will benefit from Opioid Remediation in their community, and are eligible to receive direct benefits from the Abatement Accounts Fund in their State. All settlement funds, whether allocated to a Settling State, an Abatement Accounts Fund or a Subdivision listed on this Exhibit G can be used for Opioid Remediation in communities not listed herein.

As provided by Section V.D.4.c, the Allocation Percentages shown below apply to distribution of each Settling State's Subdivision Fund in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. The allocation that would have otherwise gone to General Purpose Government Subdivisions not listed below as receiving a direct allocation shall be (1) directed to the county or parish in which such Subdivision is located in Settling States with functional counties or parishes if the relevant county or parish is a Participating Subdivision or (2) to the highest-level General Purpose Government in which such Subdivision is located in Settling States without functional counties or parishes if the relevant highest-level General

Purpose Government is a Participating Subdivision. Where the relevant county, parish or highest-level General Purpose Government is not a Participating Subdivision, allocations of General Purpose Subdivisions not listed below as eligible to become Participating Subdivisions shall be allocated pursuant to Section VII.I. The redirecting of funds described in this paragraph is intended to promote the efficient use of Opioid Remediation funds while keeping, where possible, local control of the distribution of those funds.

This Exhibit G will be updated with Subdivisions receiving a Subdivision Allocation Percentage pursuant to Section I.YYY.

EXHIBIT H

Participation Tier Determination¹

Participation Tier²	Number of Settling States as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3)³	Percentage of Litigating Subdivisions in Settling States that are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3)^{4,5} ("Percentage of Litigating Subdivisions")	Percentage of Primary Subdivisions that are Non-Litigating Subdivisions in Settling States that are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3) ("Percentage of Non-Litigating Subdivisions")
1	44 out of 49	95%	90% (Primary Subdivisions only)
2	45 out of 49	96%	96% (Primary Subdivisions only)
3	46 out of 49	97%	97% (Primary Subdivisions only)
4	48 out of 49	98%	97% (Primary Subdivisions only)

¹ For the avoidance of doubt, the determinations that a sufficient number of states have agreed to be Settling States and there has been sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States as described in the preamble, Section II.A and Section VIII.A remain in the sole discretion of the Settling Distributors.

² In order to qualify for the relevant tier, the minimum amounts listed in each of the "Number of Settling States," "Percentage of Litigating Subdivisions," and "Percentage of Non-Litigating Primary Subdivisions" columns must be met or surpassed.

³ For the sole purpose of the Participation Tier determination under this Exhibit H, the States used to calculate each criterion (including the Percentage of Litigating Subdivisions and Percentage of Non-Litigating Subdivisions) will include each of the 50 states in the United States, except West Virginia, for a total of 49 states. For the avoidance of doubt, notwithstanding the definition of "State" in Section I.TTT or Exhibit F, neither Washington, D.C., nor any territory of the United States will be included for purposes of determining the participation tier under this Exhibit H.

⁴ School Districts, Health Districts, Hospital Districts, Library Districts and Fire Districts that satisfy the definition of Litigating Subdivision will be included for purposes of determining the Percentage of Litigating Subdivisions. These categories of Special District shall have their population measured as set forth in Section XIV.B. Any other Special Districts that satisfy the definition of Litigating Subdivisions will not be included for purposes of calculating the Participation Tier.

The Percentage of Litigating Subdivisions and Percentage of Non-Litigating Primary Subdivisions will be calculated as follows: each Litigating Subdivision and each Non-Litigating Subdivision in the 49 states used to calculate the Participation Tier will be assigned a metric reflecting both population and severity (the "Population-Severity Metric"). The Population-Severity Metric shall be the Subdivision's population plus the Subdivision's population multiplied by the severity factor for the State of the Subdivision (the severity factors for each State are attached as Exhibit X hereto) and then divided in two, thus giving fifty percent (50%) weight to each of population and population multiplied by the severity factor. The denominator for each Percentage shall be the sum total of the Population-Severity Metric for all the Subdivisions in the relevant category (Litigating Subdivisions or Non-Litigating Primary Subdivisions) in the Settling States, notwithstanding that persons may be included within the population (and therefore the Population-Severity Metric) of more than one Subdivision. The numerator will be the sum total of the Population-Severity Metrics of all Subdivisions in the relevant category of Subdivision (*i.e.*, Litigating Subdivisions or Non-Litigating Subdivisions that are also Primary Subdivisions) in the Settling States that are either Participating Subdivisions or are subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution, notwithstanding that persons may be included within the population of more than one Subdivision. An

individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided, however*, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded.

For the avoidance of doubt, Subdivisions in Non-Settling States are excluded from both the denominator and numerator of the calculations for the Percentage of Litigating Subdivisions and Percentage of Non-Litigating Primary Subdivisions.

- ⁵ During the period when the Participation Tier is redetermined annually, Later Participating Subdivisions described in Section VII.E.3 or Section VII.E.4 shall not be included as Participating Subdivisions, and for Subdivisions subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution to be included, the Bar, Case-Specific Resolution, or Settlement Class Resolution must have been in effect both as of the relevant Payment Date and for the entire period since the prior Payment Date.

EXHIBIT I

Primary Subdivisions¹⁶

1.	Alabaster city, Alabama *	45.	Prattville city, Alabama *	90.	Henry County, Alabama
2.	Auburn city, Alabama *	46.	Russell County, Alabama *	91.	Homewood city, Alabama
3.	Autauga County, Alabama *	47.	Shelby County, Alabama *	92.	Hueytown city, Alabama
4.	Baldwin County, Alabama *	48.	St. Clair County, Alabama *	93.	Irondale city, Alabama
5.	Birmingham city, Alabama *	49.	Talladega County, Alabama *	94.	Jacksonville city, Alabama
6.	Blount County, Alabama *	50.	Tallapoosa County, Alabama *	95.	Jasper city, Alabama
7.	Calhoun County, Alabama *	51.	Tuscaloosa city, Alabama *	96.	Lamar County, Alabama
8.	Chambers County, Alabama *	52.	Tuscaloosa County, Alabama *	97.	Leeds city, Alabama
9.	Chilton County, Alabama *			98.	Macon County, Alabama
10.	Coffee County, Alabama *	53.	Vestavia Hills city, Alabama *	99.	Marengo County, Alabama
11.	Colbert County, Alabama *	54.	Walker County, Alabama *	100.	Marion County, Alabama
12.	Covington County, Alabama *	55.	Albertville city, Alabama	101.	Millbrook city, Alabama
13.	Cullman County, Alabama *	56.	Alexander City city, Alabama	102.	Monroe County, Alabama
14.	Dale County, Alabama *	57.	Anniston city, Alabama	103.	Moody city, Alabama
15.	Dallas County, Alabama *	58.	Athens city, Alabama	104.	Mountain Brook city, Alabama
16.	Decatur city, Alabama *	59.	Barbour County, Alabama		
17.	DeKalb County, Alabama *	60.	Bessemer city, Alabama	105.	Muscle Shoals city, Alabama
18.	Dothan city, Alabama *	61.	Bibb County, Alabama	106.	Northport city, Alabama
19.	Elmore County, Alabama *	62.	Bullock County, Alabama	107.	Oxford city, Alabama
20.	Escambia County, Alabama *	63.	Butler County, Alabama	108.	Ozark city, Alabama
21.	Etowah County, Alabama *	64.	Calera city, Alabama	109.	Pelham city, Alabama
22.	Florence city, Alabama *	65.	Center Point city, Alabama	110.	Pell City city, Alabama
23.	Franklin County, Alabama *	66.	Chelsea city, Alabama	111.	Pickens County, Alabama
24.	Gadsden city, Alabama *	67.	Cherokee County, Alabama	112.	Pike Road town, Alabama
25.	Hoover city, Alabama *	68.	Choctaw County, Alabama	113.	Prichard city, Alabama
26.	Houston County, Alabama *	69.	Clarke County, Alabama	114.	Randolph County, Alabama
27.	Huntsville city, Alabama *	70.	Clay County, Alabama	115.	Saraland city, Alabama
28.	Jackson County, Alabama *	71.	Cleburne County, Alabama	116.	Scottsboro city, Alabama
29.	Jefferson County, Alabama *	72.	Conecuh County, Alabama	117.	Selma city, Alabama
30.	Lauderdale County, Alabama *	73.	Coosa County, Alabama	118.	Sumter County, Alabama
		74.	Crenshaw County, Alabama	119.	Sylacauga city, Alabama
31.	Lawrence County, Alabama *	75.	Cullman city, Alabama	120.	Talladega city, Alabama
32.	Lee County, Alabama *	76.	Daphne city, Alabama	121.	Troy city, Alabama
33.	Limestone County, Alabama *	77.	Enterprise city, Alabama	122.	Trussville city, Alabama
34.	Madison city, Alabama *	78.	Eufaula city, Alabama	123.	Washington County, Alabama
35.	Madison County, Alabama *	79.	Fairfield city, Alabama	124.	Wilcox County, Alabama
36.	Marshall County, Alabama *	80.	Fairhope city, Alabama	125.	Winston County, Alabama
37.	Mobile city, Alabama *	81.	Fayette County, Alabama	126.	Anchorage municipality, Alaska *
38.	Mobile County, Alabama *	82.	Foley city, Alabama		
39.	Montgomery city, Alabama *	83.	Fort Payne city, Alabama	127.	Fairbanks city, Alaska *
40.	Montgomery County, Alabama *	84.	Gardendale city, Alabama	128.	Fairbanks North Star Borough, Alaska *
		85.	Geneva County, Alabama		
41.	Morgan County, Alabama *	86.	Gulf Shores city, Alabama	129.	Juneau city and borough, Alaska *
42.	Opelika city, Alabama *	87.	Hale County, Alabama		
43.	Phenix City city, Alabama *	88.	Hartselle city, Alabama	130.	Kenai Peninsula Borough, Alaska *
44.	Pike County, Alabama *	89.	Helena city, Alabama		

¹⁶ Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

131.	Matanuska-Susitna Borough, Alaska *	180.	Coolidge city, Arizona	230.	Ashley County, Arkansas
132.	Ketchikan Gateway Borough, Alaska	181.	Cottonwood city, Arizona	231.	Batesville city, Arkansas
133.	Kodiak Island Borough, Alaska	182.	Douglas city, Arizona	232.	Bella Vista city, Arkansas
134.	Wasilla city, Alaska	183.	Eloy city, Arizona	233.	Blytheville city, Arkansas
135.	Apache County, Arizona *	184.	Florence town, Arizona	234.	Bradley County, Arkansas
136.	Apache Junction city, Arizona *	185.	Fountain Hills town, Arizona	235.	Bryant city, Arkansas
137.	Avondale city, Arizona *	186.	La Paz County, Arizona	236.	Cabot city, Arkansas
138.	Buckeye city, Arizona *	187.	Nogales city, Arizona	237.	Camden city, Arkansas
139.	Bullhead City city, Arizona *	188.	Paradise Valley town, Arizona	238.	Carroll County, Arkansas
140.	Casa Grande city, Arizona *	189.	Payson town, Arizona	239.	Centerton city, Arkansas
141.	Chandler city, Arizona *	190.	Sedona city, Arizona	240.	Chicot County, Arkansas
142.	Cochise County, Arizona *	191.	Show Low city, Arizona	241.	Clark County, Arkansas
143.	Coconino County, Arizona *	192.	Somerton city, Arizona	242.	Clay County, Arkansas
144.	El Mirage city, Arizona *	193.	Baxter County, Arkansas *	243.	Cleburne County, Arkansas
145.	Flagstaff city, Arizona *	194.	Benton city, Arkansas *	244.	Columbia County, Arkansas
146.	Gila County, Arizona *	195.	Benton County, Arkansas *	245.	Conway County, Arkansas
147.	Gilbert town, Arizona *	196.	Bentonville city, Arkansas *	246.	Cross County, Arkansas
148.	Glendale city, Arizona *	197.	Boone County, Arkansas *	247.	Desha County, Arkansas
149.	Goodyear city, Arizona *	198.	Conway city, Arkansas *	248.	Drew County, Arkansas
150.	Graham County, Arizona *	199.	Craighead County, Arkansas *	249.	El Dorado city, Arkansas
151.	Kingman city, Arizona *	200.	Crawford County, Arkansas *	250.	Forrest City city, Arkansas
152.	Lake Havasu City city, Arizona *	201.	Crittenden County, Arkansas *	251.	Franklin County, Arkansas
153.	Marana town, Arizona *	202.	Faulkner County, Arkansas *	252.	Fulton County, Arkansas
154.	Maricopa city, Arizona *	203.	Fayetteville city, Arkansas *	253.	Grant County, Arkansas
155.	Maricopa County, Arizona *	204.	Fort Smith city, Arkansas *	254.	Harrison city, Arkansas
156.	Mesa city, Arizona *	205.	Garland County, Arkansas *	255.	Helena-West Helena city, Arkansas
157.	Mohave County, Arizona *	206.	Greene County, Arkansas *	256.	Hempstead County, Arkansas
158.	Navajo County, Arizona *	207.	Hot Spring County, Arkansas *	257.	Howard County, Arkansas
159.	Oro Valley town, Arizona *	208.	Hot Springs city, Arkansas *	258.	Izard County, Arkansas
160.	Peoria city, Arizona *	209.	Independence County, Arkansas *	259.	Jackson County, Arkansas
161.	Phoenix city, Arizona *	210.	Jefferson County, Arkansas *	260.	Jacksonville city, Arkansas
162.	Pima County, Arizona *	211.	Jonesboro city, Arkansas *	261.	Johnson County, Arkansas
163.	Pinal County, Arizona *	212.	Little Rock city, Arkansas *	262.	Lawrence County, Arkansas
164.	Prescott city, Arizona *	213.	Lonoke County, Arkansas *	263.	Lincoln County, Arkansas
165.	Prescott Valley town, Arizona *	214.	Miller County, Arkansas *	264.	Little River County, Arkansas
166.	Queen Creek town, Arizona *	215.	Mississippi County, Arkansas *	265.	Logan County, Arkansas
167.	Sahuarita town, Arizona *	216.	North Little Rock city, Arkansas *	266.	Madison County, Arkansas
168.	San Luis city, Arizona *	217.	Pine Bluff city, Arkansas *	267.	Magnolia city, Arkansas
169.	Santa Cruz County, Arizona *	218.	Pope County, Arkansas *	268.	Malvern city, Arkansas
170.	Scottsdale city, Arizona *	219.	Pulaski County, Arkansas *	269.	Marion city, Arkansas
171.	Sierra Vista city, Arizona *	220.	Rogers city, Arkansas *	270.	Marion County, Arkansas
172.	Surprise city, Arizona *	221.	Saline County, Arkansas *	271.	Maumelle city, Arkansas
173.	Tempe city, Arizona *	222.	Sebastian County, Arkansas *	272.	Mountain Home city, Arkansas
174.	Tucson city, Arizona *	223.	Sherwood city, Arkansas *	273.	Ouachita County, Arkansas
175.	Yavapai County, Arizona *	224.	Springdale city, Arkansas *	274.	Paragould city, Arkansas
176.	Yuma city, Arizona *	225.	Union County, Arkansas *	275.	Perry County, Arkansas
177.	Yuma County, Arizona *	226.	Washington County, Arkansas *	276.	Phillips County, Arkansas
178.	Camp Verde town, Arizona	227.	White County, Arkansas *	277.	Pike County, Arkansas
179.	Chino Valley town, Arizona	228.	Arkadelphia city, Arkansas	278.	Poinsett County, Arkansas
		229.	Arkansas County, Arkansas	279.	Polk County, Arkansas
				280.	Randolph County, Arkansas
				281.	Russellville city, Arkansas
				282.	Scott County, Arkansas

283.	Searcy city, Arkansas	334.	Citrus Heights city, California *	383.	Hemet city, California *
284.	Sevier County, Arkansas			384.	Hesperia city, California *
285.	Sharp County, Arkansas	335.	Claremont city, California *	385.	Highland city, California *
286.	Siloam Springs city, Arkansas	336.	Clovis city, California *	386.	Hollister city, California *
287.	St. Francis County, Arkansas	337.	Coachella city, California *	387.	Humboldt County, California *
288.	Stone County, Arkansas	338.	Colton city, California *		
289.	Texarkana city, Arkansas	339.	Compton city, California *	388.	Huntington Beach city, California *
290.	Van Buren city, Arkansas	340.	Concord city, California *		
291.	Van Buren County, Arkansas	341.	Contra Costa County, California *	389.	Huntington Park city, California *
292.	West Memphis city, Arkansas				
293.	Yell County, Arkansas	342.	Corona city, California *	390.	Imperial County, California *
294.	Adelanto city, California *	343.	Costa Mesa city, California *	391.	Indio city, California *
295.	Alameda city, California *	344.	Covina city, California *	392.	Inglewood city, California *
296.	Alameda County, California *	345.	Culver City city, California *	393.	Irvine city, California *
297.	Alhambra city, California *	346.	Cupertino city, California *	394.	Jurupa Valley city, California *
298.	Aliso Viejo city, California *	347.	Cypress city, California *		
299.	Amador County, California *	348.	Daly City city, California *	395.	Kern County, California *
300.	Anaheim city, California *	349.	Dana Point city, California *	396.	Kings County, California *
301.	Antioch city, California *	350.	Danville town, California *	397.	La Habra city, California *
302.	Apple Valley town, California *	351.	Davis city, California *	398.	La Mesa city, California *
		352.	Delano city, California *	399.	La Mirada city, California *
303.	Arcadia city, California *	353.	Diamond Bar city, California *	400.	La Puente city, California *
304.	Atascadero city, California *	354.	Downey city, California *	401.	La Quinta city, California *
305.	Azusa city, California *	355.	Dublin city, California *	402.	La Verne city, California *
306.	Bakersfield city, California *	356.	Eastvale city, California *	403.	Laguna Hills city, California *
307.	Baldwin Park city, California *	357.	El Cajon city, California *	404.	Laguna Niguel city, California *
		358.	El Centro city, California *		
308.	Banning city, California *	359.	El Dorado County, California *	405.	Lake County, California *
309.	Beaumont city, California *			406.	Lake Elsinore city, California *
310.	Bell city, California *	360.	El Monte city, California *		
311.	Bell Gardens city, California *	361.	El Paso de Robles (Paso Robles) city, California *	407.	Lake Forest city, California *
312.	Bellflower city, California *			408.	Lakewood city, California *
313.	Berkeley city, California *	362.	Elk Grove city, California *	409.	Lancaster city, California *
314.	Beverly Hills city, California *	363.	Encinitas city, California *	410.	Lassen County, California *
315.	Brea city, California *	364.	Escondido city, California *	411.	Lawndale city, California *
316.	Brentwood city, California *	365.	Fairfield city, California *	412.	Lincoln city, California *
317.	Buena Park city, California *	366.	Folsom city, California *	413.	Livermore city, California *
318.	Burbank city, California *	367.	Fontana city, California *	414.	Lodi city, California *
319.	Burlingame city, California *	368.	Foster City city, California *	415.	Lompoc city, California *
320.	Butte County, California *	369.	Fountain Valley city, California *	416.	Long Beach city, California *
321.	Calaveras County, California *			417.	Los Altos city, California *
322.	Calexico city, California *	370.	Fremont city, California *	418.	Los Angeles city, California *
323.	Camarillo city, California *	371.	Fresno city, California *	419.	Los Angeles County, California *
324.	Campbell city, California *	372.	Fresno County, California *		
325.	Carlsbad city, California *	373.	Fullerton city, California *	420.	Los Banos city, California *
326.	Carson city, California *	374.	Garden Grove city, California *	421.	Los Gatos town, California *
327.	Cathedral City city, California *			422.	Lynwood city, California *
		375.	Gardena city, California *	423.	Madera city, California *
328.	Ceres city, California *	376.	Gilroy city, California *	424.	Madera County, California *
329.	Cerritos city, California *	377.	Glendale city, California *	425.	Manhattan Beach city, California *
330.	Chico city, California *	378.	Glendora city, California *		
331.	Chino city, California *	379.	Goleta city, California *	426.	Manteca city, California *
332.	Chino Hills city, California *	380.	Hanford city, California *	427.	Marin County, California *
333.	Chula Vista city, California *	381.	Hawthorne city, California *	428.	Martinez city, California *
		382.	Hayward city, California *		

429.	Mendocino County, California *	478.	Porterville city, California *	516.	San Luis Obispo city, California *
430.	Menifee city, California *	479.	Poway city, California *	517.	San Luis Obispo County, California *
431.	Menlo Park city, California *	480.	Rancho Cordova city, California *	518.	San Marcos city, California *
432.	Merced city, California *	481.	Rancho Cucamonga city, California *	519.	San Mateo city, California *
433.	Merced County, California *	482.	Rancho Palos Verdes city, California *	520.	San Mateo County, California *
434.	Milpitas city, California *	483.	Rancho Santa Margarita city, California *	521.	San Pablo city, California *
435.	Mission Viejo city, California *	484.	Redding city, California *	522.	San Rafael city, California *
436.	Modesto city, California *	485.	Redlands city, California *	523.	San Ramon city, California *
437.	Monrovia city, California *	486.	Redondo Beach city, California *	524.	Santa Ana city, California *
438.	Montclair city, California *	487.	Redwood City city, California *	525.	Santa Barbara city, California *
439.	Montebello city, California *	488.	Rialto city, California *	526.	Santa Barbara County, California *
440.	Monterey County, California *	489.	Richmond city, California *	527.	Santa Clara city, California *
441.	Monterey Park city, California *	490.	Riverside city, California *	528.	Santa Clara County, California *
442.	Moorpark city, California *	491.	Riverside County, California *	529.	Santa Clarita city, California *
443.	Moreno Valley city, California *	492.	Rocklin city, California *	530.	Santa Cruz city, California *
444.	Morgan Hill city, California *	493.	Rohnert Park city, California *	531.	Santa Cruz County, California *
445.	Mountain View city, California *	494.	Rosemead city, California *	532.	Santa Maria city, California *
446.	Murrieta city, California *	495.	Roseville city, California *	533.	Santa Monica city, California *
447.	Napa city, California *	496.	Sacramento city, California *	534.	Santa Rosa city, California *
448.	Napa County, California *	497.	Sacramento County, California *	535.	Santee city, California *
449.	National City city, California *	498.	Salinas city, California *	536.	Saratoga city, California *
450.	Nevada County, California *	499.	San Benito County, California *	537.	Seaside city, California *
451.	Newark city, California *	500.	San Bernardino city, California *	538.	Shasta County, California *
452.	Newport Beach city, California *	501.	San Bernardino County, California *	539.	Simi Valley city, California *
453.	Norwalk city, California *	502.	San Bruno city, California *	540.	Siskiyou County, California *
454.	Novato city, California *	503.	San Buenaventura (Ventura) city, California *	541.	Solano County, California *
455.	Oakland city, California *	504.	San Carlos city, California *	542.	Sonoma County, California *
456.	Oakley city, California *	505.	San Clemente city, California *	543.	South Gate city, California *
457.	Oceanside city, California *	506.	San Diego city, California *	544.	South San Francisco city, California *
458.	Ontario city, California *	507.	San Diego County, California *	545.	Stanislaus County, California *
459.	Orange city, California *	508.	San Dimas city, California *	546.	Stanton city, California *
460.	Orange County, California *	509.	San Francisco city / San Francisco County, California *	547.	Stockton city, California *
461.	Oxnard city, California *	510.	San Gabriel city, California *	548.	Sunnyvale city, California *
462.	Pacifica city, California *	511.	San Jacinto city, California *	549.	Sutter County, California *
463.	Palm Desert city, California *	512.	San Joaquin County, California *	550.	Tehama County, California *
464.	Palm Springs city, California *	513.	San Jose city, California *	551.	Temecula city, California *
465.	Palmdale city, California *	514.	San Juan Capistrano city, California *	552.	Temple City city, California *
466.	Palo Alto city, California *	515.	San Leandro city, California *	553.	Thousand Oaks city, California *
467.	Paramount city, California *			554.	Torrance city, California *
468.	Pasadena city, California *			555.	Tracy city, California *
469.	Perris city, California *			556.	Tulare city, California *
470.	Petaluma city, California *			557.	Tulare County, California *
471.	Pico Rivera city, California *			558.	Tuolumne County, California *
472.	Pittsburg city, California *				
473.	Placentia city, California *				
474.	Placer County, California *				
475.	Pleasant Hill city, California *				
476.	Pleasanton city, California *				
477.	Pomona city, California *				

559.	Turlock city, California *	610.	Corcoran city, California	660.	Marina city, California
560.	Tustin city, California *	611.	Coronado city, California	661.	Mariposa County, California
561.	Union City city, California *	612.	Cudahy city, California	662.	Marysville city, California
562.	Upland city, California *	613.	Del Norte County, California	663.	Maywood city, California
563.	Vacaville city, California *	614.	Desert Hot Springs city, California	664.	McFarland city, California
564.	Vallejo city, California *	615.	Dinuba city, California	665.	Mendota city, California
565.	Ventura County, California *	616.	Dixon city, California	666.	Mill Valley city, California
566.	Victorville city, California *	617.	Duarte city, California	667.	Millbrae city, California
567.	Visalia city, California *	618.	East Palo Alto city, California	668.	Mono County, California
568.	Vista city, California *	619.	El Cerrito city, California	669.	Monterey city, California
569.	Walnut Creek city, California *	620.	El Segundo city, California	670.	Moraga town, California
570.	Watsonville city, California *	621.	Emeryville city, California	671.	Morro Bay city, California
571.	West Covina city, California *	622.	Eureka city, California	672.	Newman city, California
572.	West Hollywood city, California *	623.	Exeter city, California	673.	Norco city, California
573.	West Sacramento city, California *	624.	Farmersville city, California	674.	Oakdale city, California
574.	Westminster city, California *	625.	Fillmore city, California	675.	Orange Cove city, California
575.	Whittier city, California *	626.	Fortuna city, California	676.	Orinda city, California
576.	Wildomar city, California *	627.	Galt city, California	677.	Oroville city, California
577.	Woodland city, California *	628.	Glenn County, California	678.	Pacific Grove city, California
578.	Yolo County, California *	629.	Grand Terrace city, California	679.	Palos Verdes Estates city, California
579.	Yorba Linda city, California *	630.	Grass Valley city, California	680.	Parlier city, California
580.	Yuba City city, California *	631.	Greenfield city, California	681.	Patterson city, California
581.	Yuba County, California *	632.	Grover Beach city, California	682.	Piedmont city, California
582.	Yucaipa city, California *	633.	Half Moon Bay city, California	683.	Pinole city, California
583.	Agoura Hills city, California	634.	Hawaiian Gardens city, California	684.	Placerville city, California
584.	Albany city, California	635.	Healdsburg city, California	685.	Plumas County, California
585.	American Canyon city, California	636.	Hercules city, California	686.	Port Hueneme city, California
586.	Anderson city, California	637.	Hermosa Beach city, California	687.	Rancho Mirage city, California
587.	Arcata city, California	638.	Hillsborough town, California	688.	Red Bluff city, California
588.	Arroyo Grande city, California	639.	Imperial Beach city, California	689.	Reedley city, California
589.	Artesia city, California	640.	Imperial city, California	690.	Ridgecrest city, California
590.	Arvin city, California	641.	Inyo County, California	691.	Ripon city, California
591.	Atwater city, California	642.	Kerman city, California	692.	Riverbank city, California
592.	Auburn city, California	643.	King City city, California	693.	San Anselmo town, California
593.	Avenal city, California	644.	Kingsburg city, California	694.	San Fernando city, California
594.	Barstow city, California	645.	La Cañada Flintridge city, California	695.	San Marino city, California
595.	Belmont city, California	646.	La Palma city, California	696.	Sanger city, California
596.	Benicia city, California	647.	Lafayette city, California	697.	Santa Fe Springs city, California
597.	Blythe city, California	648.	Laguna Beach city, California	698.	Santa Paula city, California
598.	Brawley city, California	649.	Laguna Woods city, California	699.	Scotts Valley city, California
599.	Calabasas city, California	650.	Larkspur city, California	700.	Seal Beach city, California
600.	California City city, California	651.	Lathrop city, California	701.	Selma city, California
601.	Canyon Lake city, California	652.	Lemon Grove city, California	702.	Shafter city, California
602.	Capitola city, California	653.	Lemoore city, California	703.	Shasta Lake city, California
603.	Carpinteria city, California	654.	Lindsay city, California	704.	Sierra Madre city, California
604.	Chowchilla city, California	655.	Livingston city, California	705.	Signal Hill city, California
605.	Clayton city, California	656.	Loma Linda city, California	706.	Solana Beach city, California
606.	Clearlake city, California	657.	Lomita city, California	707.	Soledad city, California
607.	Coalinga city, California	658.	Los Alamitos city, California	708.	Sonoma city, California
608.	Colusa County, California	659.	Malibu city, California	709.	South El Monte city, California
609.	Commerce city, California				

710.	South Lake Tahoe city, California	757.	Northglenn city, Colorado *	808.	Danbury city / Danbury town, Connecticut *
711.	South Pasadena city, California	758.	Parker town, Colorado *	809.	East Hartford town, Connecticut *
712.	Suisun City city, California	759.	Pueblo city, Colorado *	810.	Enfield town, Connecticut *
713.	Susanville city, California	760.	Pueblo County, Colorado *	811.	Fairfield town, Connecticut *
714.	Tehachapi city, California	761.	Summit County, Colorado *	812.	Glastonbury town, Connecticut *
715.	Trinity County, California	762.	Thornton city, Colorado *	813.	Greenwich town, Connecticut *
716.	Truckee town, California	763.	Weld County, Colorado *	814.	Groton town, Connecticut *
717.	Twentynine Palms city, California	764.	Westminster city, Colorado *	815.	Hamden town, Connecticut *
718.	Ukiah city, California	765.	Wheat Ridge city, Colorado *	816.	Hartford city / Hartford town, Connecticut *
719.	Walnut city, California	766.	Windsor town, Colorado *	817.	Manchester town, Connecticut *
720.	Wasco city, California	767.	Alamosa County, Colorado	818.	Meriden city / Meriden town, Connecticut *
721.	Windsor town, California	768.	Archuleta County, Colorado	819.	Middletown city / Middletown town, Connecticut *
722.	Yucca Valley town, California	769.	Cañon City city, Colorado	820.	Milford city, Connecticut *
723.	Adams County, Colorado *	770.	Castle Pines city, Colorado	821.	Milford town, Connecticut *
724.	Arapahoe County, Colorado *	771.	Chaffee County, Colorado	822.	Naugatuck borough / Naugatuck town, Connecticut *
725.	Arvada city, Colorado *	772.	Durango city, Colorado	823.	New Britain town / New Britain city, Connecticut *
726.	Aurora city, Colorado *	773.	Elbert County, Colorado	824.	New Haven town / New Haven city, Connecticut *
727.	Boulder city, Colorado *	774.	Erie town, Colorado	825.	Newington town, Connecticut *
728.	Boulder County, Colorado *	775.	Evans city, Colorado	826.	Norwalk city / Norwalk town, Connecticut *
729.	Brighton city, Colorado *	776.	Federal Heights city, Colorado	827.	Norwich city / Norwich town, Connecticut *
730.	Broomfield city / Broomfield County, Colorado *	777.	Firestone town, Colorado	828.	Shelton city / Shelton town, Connecticut *
731.	Castle Rock town, Colorado *	778.	Fort Morgan city, Colorado	829.	Southington town, Connecticut *
732.	Centennial city, Colorado *	779.	Frederick town, Colorado	830.	Stamford city / Stamford town, Connecticut *
733.	Colorado Springs city, Colorado *	780.	Fruita city, Colorado	831.	Stratford town, Connecticut *
734.	Commerce City city, Colorado *	781.	Golden city, Colorado	832.	Torrington city / Torrington town, Connecticut *
735.	Delta County, Colorado *	782.	Grand County, Colorado	833.	Trumbull town, Connecticut *
736.	Denver city / Denver County, Colorado *	783.	Greenwood Village city, Colorado	834.	Wallingford town, Connecticut *
737.	Douglas County, Colorado *	784.	Gunnison County, Colorado	835.	Waterbury city / Waterbury town, Connecticut *
738.	Eagle County, Colorado *	785.	Johnstown town, Colorado	836.	West Hartford town, Connecticut *
739.	El Paso County, Colorado *	786.	Las Animas County, Colorado	837.	West Haven city / West Haven town, Connecticut *
740.	Englewood city, Colorado *	787.	Logan County, Colorado	838.	Ansonia town / Ansonia city, Connecticut
741.	Fort Collins city, Colorado *	788.	Lone Tree city, Colorado		
742.	Fountain city, Colorado *	789.	Louisville city, Colorado		
743.	Fremont County, Colorado *	790.	Moffat County, Colorado		
744.	Garfield County, Colorado *	791.	Montezuma County, Colorado		
745.	Grand Junction city, Colorado *	792.	Montrose city, Colorado		
746.	Greeley city, Colorado *	793.	Morgan County, Colorado		
747.	Jefferson County, Colorado *	794.	Otero County, Colorado		
748.	La Plata County, Colorado *	795.	Park County, Colorado		
749.	Lafayette city, Colorado *	796.	Pitkin County, Colorado		
750.	Lakewood city, Colorado *	797.	Prowers County, Colorado		
751.	Larimer County, Colorado *	798.	Rio Grande County, Colorado		
752.	Littleton city, Colorado *	799.	Routt County, Colorado		
753.	Longmont city, Colorado *	800.	Steamboat Springs city, Colorado		
754.	Loveland city, Colorado *	801.	Sterling city, Colorado		
755.	Mesa County, Colorado *	802.	Superior town, Colorado		
756.	Montrose County, Colorado *	803.	Teller County, Colorado		
		804.	Wellington town, Colorado		
		805.	Yuma County, Colorado		
		806.	Bridgeport town / Bridgeport city, Connecticut *		
		807.	Bristol city / Bristol town, Connecticut *		

839.	Avon town, Connecticut	884.	Simsbury town, Connecticut	934.	Coral Gables city, Florida *
840.	Berlin town, Connecticut	885.	Somers town, Connecticut	935.	Coral Springs city, Florida *
841.	Bethel town, Connecticut	886.	South Windsor town, Connecticut	936.	Cutler Bay town, Florida *
842.	Bloomfield town, Connecticut	887.	Southbury town, Connecticut	937.	Dania Beach city, Florida *
843.	Branford town, Connecticut	888.	Stafford town, Connecticut	938.	Davie town, Florida *
844.	Brookfield town, Connecticut	889.	Stonington town, Connecticut	939.	Daytona Beach city, Florida *
845.	Canton town, Connecticut	890.	Suffield town, Connecticut	940.	Deerfield Beach city, Florida *
846.	Cheshire town, Connecticut	891.	Tolland town, Connecticut	941.	DeLand city, Florida *
847.	Clinton town, Connecticut	892.	Vernon town, Connecticut	942.	Delray Beach city, Florida *
848.	Colchester town, Connecticut	893.	Waterford town, Connecticut	943.	Deltona city, Florida *
849.	Coventry town, Connecticut	894.	Watertown town, Connecticut	944.	DeSoto County, Florida *
850.	Cromwell town, Connecticut	895.	Weston town, Connecticut	945.	Doral city, Florida *
851.	Darien town, Connecticut	896.	Westport town, Connecticut	946.	Dunedin city, Florida *
852.	Derby city / Derby town, Connecticut	897.	Wethersfield town, Connecticut	947.	Duval County / Jacksonville city, Florida *
853.	East Hampton town, Connecticut	898.	Wilton town, Connecticut	948.	Escambia County, Florida *
854.	East Haven town, Connecticut	899.	Winchester town, Connecticut	949.	Esterovillage, Florida *
855.	East Lyme town, Connecticut	900.	Windham town, Connecticut	950.	Flagler County, Florida *
856.	East Windsor town, Connecticut	901.	Windsor Locks town, Connecticut	951.	Fort Lauderdale city, Florida *
857.	Ellington town, Connecticut	902.	Windsor town, Connecticut	952.	Fort Myers city, Florida *
858.	Farmington town, Connecticut	903.	Wolcott town, Connecticut	953.	Fort Pierce city, Florida *
859.	Granby town, Connecticut	904.	Dover city, Delaware *	954.	Gadsden County, Florida *
860.	Griswold town, Connecticut	905.	Kent County, Delaware *	955.	Gainesville city, Florida *
861.	Guilford town, Connecticut	906.	New Castle County, Delaware *	956.	Greenacres city, Florida *
862.	Killingly town, Connecticut	907.	Newark city, Delaware *	957.	Hallandale Beach city, Florida *
863.	Ledyard town, Connecticut	908.	Sussex County, Delaware *	958.	Hendry County, Florida *
864.	Madison town, Connecticut	909.	Wilmington city, Delaware *	959.	Hernando County, Florida *
865.	Mansfield town, Connecticut	910.	Middletown town, Delaware	960.	Hialeah city, Florida *
866.	Monroe town, Connecticut	911.	Milford city, Delaware	961.	Highlands County, Florida *
867.	Montville town, Connecticut	912.	Smyrna town, Delaware	962.	Hillsborough County, Florida *
868.	New Canaan town, Connecticut	913.	Alachua County, Florida *	963.	Hollywood city, Florida *
869.	New Fairfield town, Connecticut	914.	Altamonte Springs city, Florida *	964.	Homestead city, Florida *
870.	New London city / New London town, Connecticut	915.	Apopka city, Florida *	965.	Indian River County, Florida *
871.	New Milford town, Connecticut	916.	Aventura city, Florida *	966.	Jackson County, Florida *
872.	Newtown town, Connecticut	917.	Bay County, Florida *	967.	Jupiter town, Florida *
873.	North Branford town, Connecticut	918.	Boca Raton city, Florida *	968.	Kissimmee city, Florida *
874.	North Haven town, Connecticut	919.	Bonita Springs city, Florida *	969.	Lake County, Florida *
875.	Old Saybrook town, Connecticut	920.	Boynton Beach city, Florida *	970.	Lake Worth city, Florida *
876.	Orange town, Connecticut	921.	Bradenton city, Florida *	971.	Lakeland city, Florida *
877.	Oxford town, Connecticut	922.	Brevard County, Florida *	972.	Largo city, Florida *
878.	Plainfield town, Connecticut	923.	Broward County, Florida *	973.	Lauderdale Lakes city, Florida *
879.	Plainville town, Connecticut	924.	Cape Coral city, Florida *	974.	Lauderhill city, Florida *
880.	Plymouth town, Connecticut	925.	Charlotte County, Florida *	975.	Lee County, Florida *
881.	Ridgefield town, Connecticut	926.	Citrus County, Florida *	976.	Leon County, Florida *
882.	Rocky Hill town, Connecticut	927.	Clay County, Florida *	977.	Levy County, Florida *
883.	Seymour town, Connecticut	928.	Clearwater city, Florida *	978.	Manatee County, Florida *
		929.	Clermont city, Florida *	979.	Margate city, Florida *
		930.	Coconut Creek city, Florida *	980.	Marion County, Florida *
		931.	Collier County, Florida *	981.	Martin County, Florida *
		932.	Columbia County, Florida *	982.	Melbourne city, Florida *
		933.	Cooper City city, Florida *	983.	Miami Beach city, Florida *
				984.	Miami city, Florida *

985.	Miami Gardens city, Florida *	1036.	Suwannee County, Florida *	1088.	Key Biscayne village, Florida
986.	Miami Lakes town, Florida *	1037.	Tallahassee city, Florida *	1089.	Key West city, Florida
987.	Miami-Dade County, Florida *	1038.	Tamarac city, Florida *	1090.	Lady Lake town, Florida
988.	Miramar city, Florida *	1039.	Tampa city, Florida *	1091.	Lake City city, Florida
989.	Monroe County, Florida *	1040.	Titusville city, Florida *	1092.	Lake Mary city, Florida
990.	Nassau County, Florida *	1041.	Volusia County, Florida *	1093.	Lake Wales city, Florida
991.	North Lauderdale city, Florida *	1042.	Wakulla County, Florida *	1094.	Lantana town, Florida
992.	North Miami Beach city, Florida *	1043.	Walton County, Florida *	1095.	Leesburg city, Florida
993.	North Miami city, Florida *	1044.	Wellington village, Florida *	1096.	Lighthouse Point city, Florida
994.	North Port city, Florida *	1045.	West Palm Beach city, Florida *	1097.	Longwood city, Florida
995.	Oakland Park city, Florida *	1046.	Weston city, Florida *	1098.	Lynn Haven city, Florida
996.	Ocala city, Florida *	1047.	Winter Garden city, Florida *	1099.	Madison County, Florida
997.	Ocoee city, Florida *	1048.	Winter Haven city, Florida *	1100.	Maitland city, Florida
998.	Okaloosa County, Florida *	1049.	Winter Park city, Florida *	1101.	Marco Island city, Florida
999.	Okeechobee County, Florida *	1050.	Winter Springs city, Florida *	1102.	Miami Shores village, Florida
1000.	Orange County, Florida *	1051.	Atlantic Beach city, Florida	1103.	Miami Springs city, Florida
1001.	Orlando city, Florida *	1052.	Auburndale city, Florida	1104.	Milton city, Florida
1002.	Ormond Beach city, Florida *	1053.	Avon Park city, Florida	1105.	Minneola city, Florida
1003.	Osceola County, Florida *	1054.	Baker County, Florida	1106.	Mount Dora city, Florida
1004.	Oviedo city, Florida *	1055.	Bartow city, Florida	1107.	Naples city, Florida
1005.	Palm Bay city, Florida *	1056.	Belle Glade city, Florida	1108.	New Port Richey city, Florida
1006.	Palm Beach County, Florida *	1057.	Bradford County, Florida	1109.	New Smyrna Beach city, Florida
1007.	Palm Beach Gardens city, Florida *	1058.	Calhoun County, Florida	1110.	Niceville city, Florida
1008.	Palm Coast city, Florida *	1059.	Callaway city, Florida	1111.	North Palm Beach village, Florida
1009.	Panama City city, Florida *	1060.	Cape Canaveral city, Florida	1112.	Oldsmar city, Florida
1010.	Parkland city, Florida *	1061.	Casselberry city, Florida	1113.	Opa-locka city, Florida
1011.	Pasco County, Florida *	1062.	Cocoa Beach city, Florida	1114.	Orange City city, Florida
1012.	Pembroke Pines city, Florida *	1063.	Cocoa city, Florida	1115.	Palatka city, Florida
1013.	Pensacola city, Florida *	1064.	Crestview city, Florida	1116.	Palm Springs village, Florida
1014.	Pinellas County, Florida *	1065.	DeBary city, Florida	1117.	Palmetto Bay village, Florida
1015.	Pinellas Park city, Florida *	1066.	Destin city, Florida	1118.	Palmetto city, Florida
1016.	Plant City city, Florida *	1067.	Dixie County, Florida	1119.	Panama City Beach city, Florida
1017.	Plantation city, Florida *	1068.	Edgewater city, Florida	1120.	Pinecrest village, Florida
1018.	Polk County, Florida *	1069.	Eustis city, Florida	1121.	Punta Gorda city, Florida
1019.	Pompano Beach city, Florida *	1070.	Fernandina Beach city, Florida	1122.	Rockledge city, Florida
1020.	Port Orange city, Florida *	1071.	Florida City city, Florida	1123.	Safety Harbor city, Florida
1021.	Port St. Lucie city, Florida *	1072.	Fort Walton Beach city, Florida	1124.	Satellite Beach city, Florida
1022.	Putnam County, Florida *	1073.	Franklin County, Florida	1125.	Sebastian city, Florida
1023.	Riviera Beach city, Florida *	1074.	Fruitland Park city, Florida	1126.	Sebring city, Florida
1024.	Royal Palm Beach village, Florida *	1075.	Gilchrist County, Florida	1127.	Seminole city, Florida
1025.	Sanford city, Florida *	1076.	Glades County, Florida	1128.	South Daytona city, Florida
1026.	Santa Rosa County, Florida *	1077.	Groveland city, Florida	1129.	South Miami city, Florida
1027.	Sarasota city, Florida *	1078.	Gulf County, Florida	1130.	St. Augustine city, Florida
1028.	Sarasota County, Florida *	1079.	Gulfport city, Florida	1131.	Stuart city, Florida
1029.	Seminole County, Florida *	1080.	Haines City city, Florida	1132.	Sunny Isles Beach city, Florida
1030.	St. Cloud city, Florida *	1081.	Hamilton County, Florida	1133.	Sweetwater city, Florida
1031.	St. Johns County, Florida *	1082.	Hardee County, Florida	1134.	Tarpon Springs city, Florida
1032.	St. Lucie County, Florida *	1083.	Hialeah Gardens city, Florida	1135.	Tavares city, Florida
1033.	St. Petersburg city, Florida *	1084.	Holly Hill city, Florida	1136.	Taylor County, Florida
1034.	Sumter County, Florida *	1085.	Holmes County, Florida	1137.	Temple Terrace city, Florida
1035.	Sunrise city, Florida *	1086.	Jacksonville Beach city, Florida	1138.	Union County, Florida
		1087.	Jefferson County, Florida		

1139.	Venice city, Florida	1191.	Henry County, Georgia *	1244.	Berrien County, Georgia
1140.	Vero Beach city, Florida	1192.	Hinesville city, Georgia *	1245.	Bleckley County, Georgia
1141.	Washington County, Florida	1193.	Houston County, Georgia *	1246.	Brantley County, Georgia
1142.	West Melbourne city, Florida	1194.	Jackson County, Georgia *	1247.	Braselton town, Georgia
1143.	West Park city, Florida	1195.	Johns Creek city, Georgia *	1248.	Brooks County, Georgia
1144.	Wilton Manors city, Florida	1196.	Kennesaw city, Georgia *	1249.	Brunswick city, Georgia
1145.	Zephyrhills city, Florida	1197.	LaGrange city, Georgia *	1250.	Buford city, Georgia
1146.	Albany city, Georgia *	1198.	Laurens County, Georgia *	1251.	Burke County, Georgia
1147.	Alpharetta city, Georgia *	1199.	Lawrenceville city, Georgia *	1252.	Butts County, Georgia
1148.	Athens-Clarke County unified government, Georgia *	1200.	Liberty County, Georgia *	1253.	Calhoun city, Georgia
1149.	Atlanta city, Georgia *	1201.	Lowndes County, Georgia *	1254.	Candler County, Georgia
1150.	Augusta-Richmond County consolidated government, Georgia *	1202.	Lumpkin County, Georgia *	1255.	Carrollton city, Georgia
1151.	Baldwin County, Georgia *	1203.	Macon-Bibb County, Georgia *	1256.	Cartersville city, Georgia
1152.	Barrow County, Georgia *	1204.	Marietta city, Georgia *	1257.	Charlton County, Georgia
1153.	Bartow County, Georgia *	1205.	Milton city, Georgia *	1258.	Chattooga County, Georgia
1154.	Brookhaven city, Georgia *	1206.	Murray County, Georgia *	1259.	Clarkston city, Georgia
1155.	Bryan County, Georgia *	1207.	Newnan city, Georgia *	1260.	College Park city, Georgia
1156.	Bulloch County, Georgia *	1208.	Newton County, Georgia *	1261.	Conyers city, Georgia
1157.	Camden County, Georgia *	1209.	Oconee County, Georgia *	1262.	Cook County, Georgia
1158.	Canton city, Georgia *	1210.	Paulding County, Georgia *	1263.	Cordele city, Georgia
1159.	Carroll County, Georgia *	1211.	Peachtree City city, Georgia *	1264.	Covington city, Georgia
1160.	Catoosa County, Georgia *	1212.	Peachtree Corners city, Georgia *	1265.	Crawford County, Georgia
1161.	Chamblee city, Georgia *	1213.	Pickens County, Georgia *	1266.	Crisp County, Georgia
1162.	Chatham County, Georgia *	1214.	Polk County, Georgia *	1267.	Cusseta-Chattahoochee County unified government, Georgia
1163.	Cherokee County, Georgia *	1215.	Rockdale County, Georgia *	1268.	Dade County, Georgia
1164.	Clayton County, Georgia *	1216.	Rome city, Georgia *	1269.	Dallas city, Georgia
1165.	Cobb County, Georgia *	1217.	Roswell city, Georgia *	1270.	Dawson County, Georgia
1166.	Coffee County, Georgia *	1218.	Sandy Springs city, Georgia *	1271.	Decatur city, Georgia
1167.	Colquitt County, Georgia *	1219.	Savannah city, Georgia *	1272.	Decatur County, Georgia
1168.	Columbia County, Georgia *	1220.	Smyrna city, Georgia *	1273.	Dodge County, Georgia
1169.	Columbus city, Georgia *	1221.	South Fulton city, Georgia *	1274.	Dooly County, Georgia
1170.	Coweta County, Georgia *	1222.	Spalding County, Georgia *	1275.	Doraville city, Georgia
1171.	Dalton city, Georgia *	1223.	Statesboro city, Georgia *	1276.	Douglas city, Georgia
1172.	DeKalb County, Georgia *	1224.	Stonecrest city, Georgia *	1277.	Dublin city, Georgia
1173.	Dougherty County, Georgia *	1225.	Thomas County, Georgia *	1278.	Duluth city, Georgia
1174.	Douglas County, Georgia *	1226.	Tift County, Georgia *	1279.	Early County, Georgia
1175.	Douglasville city, Georgia *	1227.	Troup County, Georgia *	1280.	Elbert County, Georgia
1176.	Dunwoody city, Georgia *	1228.	Tucker city, Georgia *	1281.	Emanuel County, Georgia
1177.	East Point city, Georgia *	1229.	Valdosta city, Georgia *	1282.	Evans County, Georgia
1178.	Effingham County, Georgia *	1230.	Walker County, Georgia *	1283.	Fairburn city, Georgia
1179.	Fayette County, Georgia *	1231.	Walton County, Georgia *	1284.	Fannin County, Georgia
1180.	Floyd County, Georgia *	1232.	Ware County, Georgia *	1285.	Fayetteville city, Georgia
1181.	Forsyth County, Georgia *	1233.	Warner Robins city, Georgia *	1286.	Forest Park city, Georgia
1182.	Fulton County, Georgia *	1234.	White County, Georgia *	1287.	Franklin County, Georgia
1183.	Gainesville city, Georgia *	1235.	Whitfield County, Georgia *	1288.	Grady County, Georgia
1184.	Gilmer County, Georgia *	1236.	Woodstock city, Georgia *	1289.	Greene County, Georgia
1185.	Glynn County, Georgia *	1237.	Acworth city, Georgia	1290.	Griffin city, Georgia
1186.	Gordon County, Georgia *	1238.	Americus city, Georgia	1291.	Grovetown city, Georgia
1187.	Gwinnett County, Georgia *	1239.	Appling County, Georgia	1292.	Haralson County, Georgia
1188.	Habersham County, Georgia *	1240.	Bacon County, Georgia	1293.	Hart County, Georgia
1189.	Hall County, Georgia *	1241.	Bainbridge city, Georgia	1294.	Heard County, Georgia
1190.	Harris County, Georgia *	1242.	Banks County, Georgia	1295.	Holly Springs city, Georgia
		1243.	Ben Hill County, Georgia	1296.	Jasper County, Georgia

1297.	Jeff Davis County, Georgia	1352.	Villa Rica city, Georgia	1407.	Payette County, Idaho
1298.	Jefferson city, Georgia	1353.	Washington County, Georgia	1408.	Rexburg city, Idaho
1299.	Jefferson County, Georgia	1354.	Waycross city, Georgia	1409.	Shoshone County, Idaho
1300.	Jones County, Georgia	1355.	Wayne County, Georgia	1410.	Star city, Idaho
1301.	Kingsland city, Georgia	1356.	Winder city, Georgia	1411.	Teton County, Idaho
1302.	Lamar County, Georgia	1357.	Worth County, Georgia	1412.	Valley County, Idaho
1303.	Lanier County, Georgia	1358.	Hawaii County, Hawaii *	1413.	Washington County, Idaho
1304.	Lee County, Georgia	1359.	Honolulu County, Hawaii *	1414.	Adams County, Illinois *
1305.	Lilburn city, Georgia	1360.	Kauai County, Hawaii *	1415.	Addison township, Illinois *
1306.	Loganville city, Georgia	1361.	Maui County, Hawaii *	1416.	Addison village, Illinois *
1307.	Long County, Georgia	1362.	Ada County, Idaho *	1417.	Algonquin township, Illinois *
1308.	Macon County, Georgia	1363.	Bannock County, Idaho *	1418.	Algonquin village, Illinois *
1309.	Madison County, Georgia	1364.	Bingham County, Idaho *	1419.	Arlington Heights village, Illinois *
1310.	McDonough city, Georgia	1365.	Boise City city, Idaho *	1420.	Aurora city, Illinois *
1311.	McDuffie County, Georgia	1366.	Bonner County, Idaho *	1421.	Aurora township, Illinois *
1312.	McIntosh County, Georgia	1367.	Bonneville County, Idaho *	1422.	Avon township, Illinois *
1313.	Meriwether County, Georgia	1368.	Caldwell city, Idaho *	1423.	Bartlett village, Illinois *
1314.	Milledgeville city, Georgia	1369.	Canyon County, Idaho *	1424.	Batavia township, Illinois *
1315.	Mitchell County, Georgia	1370.	Coeur d'Alene city, Idaho *	1425.	Belleville city, Illinois *
1316.	Monroe city, Georgia	1371.	Idaho Falls city, Idaho *	1426.	Berwyn city, Illinois *
1317.	Monroe County, Georgia	1372.	Kootenai County, Idaho *	1427.	Berwyn township, Illinois *
1318.	Morgan County, Georgia	1373.	Latah County, Idaho *	1428.	Bloom township, Illinois *
1319.	Moultrie city, Georgia	1374.	Lewiston city, Idaho *	1429.	Bloomington township, Illinois *
1320.	Norcross city, Georgia	1375.	Madison County, Idaho *	1430.	Bloomington city, Illinois *
1321.	Oglethorpe County, Georgia	1376.	Meridian city, Idaho *	1431.	Bloomington City township, Illinois *
1322.	Peach County, Georgia	1377.	Nampa city, Idaho *	1432.	Bolingbrook village, Illinois *
1323.	Perry city, Georgia	1378.	Nez Perce County, Idaho *	1433.	Boone County, Illinois *
1324.	Pierce County, Georgia	1379.	Pocatello city, Idaho *	1434.	Bourbonnais township, Illinois *
1325.	Pike County, Georgia	1380.	Post Falls city, Idaho *	1435.	Bremen township, Illinois *
1326.	Pooler city, Georgia	1381.	Twin Falls city, Idaho *	1436.	Bristol township, Illinois *
1327.	Powder Springs city, Georgia	1382.	Twin Falls County, Idaho *	1437.	Buffalo Grove village, Illinois *
1328.	Pulaski County, Georgia	1383.	Ammon city, Idaho	1438.	Bureau County, Illinois *
1329.	Putnam County, Georgia	1384.	Blackfoot city, Idaho	1439.	Calumet City city, Illinois *
1330.	Rabun County, Georgia	1385.	Blaine County, Idaho	1440.	Capital township, Illinois *
1331.	Richmond Hill city, Georgia	1386.	Boundary County, Idaho	1441.	Carol Stream village, Illinois *
1332.	Rincon city, Georgia	1387.	Burley city, Idaho	1442.	Carpentersville village, Illinois *
1333.	Riverdale city, Georgia	1388.	Cassia County, Idaho	1443.	Caseyville township, Illinois *
1334.	Screven County, Georgia	1389.	Chubbuck city, Idaho	1444.	Champaign city, Illinois *
1335.	Snellville city, Georgia	1390.	Eagle city, Idaho	1445.	Champaign City township, Illinois *
1336.	St. Marys city, Georgia	1391.	Elmore County, Idaho	1446.	Champaign County, Illinois *
1337.	Stephens County, Georgia	1392.	Franklin County, Idaho	1447.	Chicago city, Illinois *
1338.	Stockbridge city, Georgia	1393.	Fremont County, Idaho	1448.	Christian County, Illinois *
1339.	Sugar Hill city, Georgia	1394.	Garden City city, Idaho	1449.	Cicero town / Cicero township, Illinois *
1340.	Sumter County, Georgia	1395.	Gem County, Idaho	1450.	Clinton County, Illinois *
1341.	Suwanee city, Georgia	1396.	Gooding County, Idaho	1451.	Coles County, Illinois *
1342.	Tattnell County, Georgia	1397.	Hayden city, Idaho	1452.	Collinsville township, Illinois *
1343.	Telfair County, Georgia	1398.	Idaho County, Idaho		
1344.	Thomasville city, Georgia	1399.	Jefferson County, Idaho		
1345.	Tifton city, Georgia	1400.	Jerome city, Idaho		
1346.	Toombs County, Georgia	1401.	Jerome County, Idaho		
1347.	Towns County, Georgia	1402.	Kuna city, Idaho		
1348.	Union City city, Georgia	1403.	Minidoka County, Idaho		
1349.	Union County, Georgia	1404.	Moscow city, Idaho		
1350.	Upson County, Georgia	1405.	Mountain Home city, Idaho		
1351.	Vidalia city, Georgia	1406.	Owyhee County, Idaho		

1453.	Cook County, Illinois *	1499.	Kankakee County, Illinois *	1551.	Peoria city, Illinois *
1454.	Crystal Lake city, Illinois *	1500.	Kendall County, Illinois *	1552.	Peoria City township, Illinois *
1455.	Cunningham township, Illinois *	1501.	Knox County, Illinois *	1553.	Peoria County, Illinois *
1456.	Danville city, Illinois *	1502.	Lake County, Illinois *	1554.	Plainfield township, Illinois *
1457.	Decatur city, Illinois *	1503.	Lake Villa township, Illinois *	1555.	Plainfield village, Illinois *
1458.	Decatur township, Illinois *	1504.	LaSalle County, Illinois *	1556.	Proviso township, Illinois *
1459.	DeKalb city, Illinois *	1505.	Lee County, Illinois *	1557.	Quincy city, Illinois *
1460.	DeKalb County, Illinois *	1506.	Leyden township, Illinois *	1558.	Quincy township, Illinois *
1461.	DeKalb township, Illinois *	1507.	Libertyville township, Illinois *	1559.	Randolph County, Illinois *
1462.	Des Plaines city, Illinois *	1508.	Lisle township, Illinois *	1560.	Rich township, Illinois *
1463.	Downers Grove township, Illinois *	1509.	Livingston County, Illinois *	1561.	Rock Island city, Illinois *
1464.	Downers Grove village, Illinois *	1510.	Lockport township, Illinois *	1562.	Rock Island County, Illinois *
1465.	Du Page township, Illinois *	1511.	Lombard village, Illinois *	1563.	Rockford city, Illinois *
1466.	Dundee township, Illinois *	1512.	Lyons township, Illinois *	1564.	Rockford township, Illinois *
1467.	DuPage County, Illinois *	1513.	Macon County, Illinois *	1565.	Romeoville village, Illinois *
1468.	Edwardsville township, Illinois *	1514.	Macoupin County, Illinois *	1566.	Sangamon County, Illinois *
1469.	Effingham County, Illinois *	1515.	Madison County, Illinois *	1567.	Schaumburg township, Illinois *
1470.	Ela township, Illinois *	1516.	Maine township, Illinois *	1568.	Schaumburg village, Illinois *
1471.	Elgin city, Illinois *	1517.	Marion County, Illinois *	1569.	Shields township, Illinois *
1472.	Elgin township, Illinois *	1518.	McHenry County, Illinois *	1570.	Skokie village, Illinois *
1473.	Elk Grove township, Illinois *	1519.	McHenry township, Illinois *	1571.	South Moline township, Illinois *
1474.	Elk Grove Village village, Illinois *	1520.	McLean County, Illinois *	1572.	Springfield city, Illinois *
1475.	Elmhurst city, Illinois *	1521.	Milton township, Illinois *	1573.	St. Charles city, Illinois *
1476.	Evanston city, Illinois *	1522.	Moline city, Illinois *	1574.	St. Charles township, Illinois *
1477.	Frankfort township, Illinois *	1523.	Monroe County, Illinois *	1575.	St. Clair County, Illinois *
1478.	Franklin County, Illinois *	1524.	Moraine township, Illinois *	1576.	St. Clair township, Illinois *
1479.	Fremont township, Illinois *	1525.	Morgan County, Illinois *	1577.	Stephenson County, Illinois *
1480.	Fulton County, Illinois *	1526.	Mount Prospect village, Illinois *	1578.	Stickney township, Illinois *
1481.	Galesburg city, Illinois *	1527.	Mundelein village, Illinois *	1579.	Streamwood village, Illinois *
1482.	Galesburg City township, Illinois *	1528.	Naperville city, Illinois *	1580.	Tazewell County, Illinois *
1483.	Glendale Heights village, Illinois *	1529.	Naperville township, Illinois *	1581.	Thornton township, Illinois *
1484.	Glenview village, Illinois *	1530.	New Lenox township, Illinois *	1582.	Tinley Park village, Illinois *
1485.	Grafton township, Illinois *	1531.	New Trier township, Illinois *	1583.	Troy township, Illinois *
1486.	Grundy County, Illinois *	1532.	Niles township, Illinois *	1584.	Urbana city, Illinois *
1487.	Gurnee village, Illinois *	1533.	Normal town, Illinois *	1585.	Vermilion County, Illinois *
1488.	Hanover Park village, Illinois *	1534.	Normal township, Illinois *	1586.	Vernon township, Illinois *
1489.	Hanover township, Illinois *	1535.	Northbrook village, Illinois *	1587.	Warren township, Illinois *
1490.	Harlem township, Illinois *	1536.	Northfield township, Illinois *	1588.	Waukegan city, Illinois *
1491.	Henry County, Illinois *	1537.	Nunda township, Illinois *	1589.	Waukegan township, Illinois *
1492.	Hoffman Estates village, Illinois *	1538.	Oak Lawn village, Illinois *	1590.	Wayne township, Illinois *
1493.	Homer township, Illinois *	1539.	Oak Park township, Illinois *	1591.	West Deerfield township, Illinois *
1494.	Jackson County, Illinois *	1540.	Oak Park village, Illinois *	1592.	Wheatland township, Illinois *
1495.	Jefferson County, Illinois *	1541.	Ogle County, Illinois *	1593.	Wheaton city, Illinois *
1496.	Joliet city, Illinois *	1542.	Orland Park village, Illinois *	1594.	Wheeling township, Illinois *
1497.	Joliet township, Illinois *	1543.	Orland township, Illinois *	1595.	Wheeling village, Illinois *
1498.	Kane County, Illinois *	1544.	Oswego township, Illinois *	1596.	Whiteside County, Illinois *
		1545.	Oswego village, Illinois *	1597.	Will County, Illinois *
		1546.	Palatine township, Illinois *	1598.	Williamson County, Illinois *
		1547.	Palatine village, Illinois *	1599.	Winfield township, Illinois *
		1548.	Palos township, Illinois *	1600.	Winnebago County, Illinois *
		1549.	Park Ridge city, Illinois *		
		1550.	Pekin city, Illinois *		

1601.	Wood River township, Illinois *	1654.	Chicago Ridge village, Illinois	1706.	Grant township, Illinois
1602.	Woodford County, Illinois *	1655.	Clark County, Illinois	1707.	Grayslake village, Illinois
1603.	Woodridge village, Illinois *	1656.	Clay County, Illinois	1708.	Greene County, Illinois
1604.	Worth township, Illinois *	1657.	Collinsville city, Illinois	1709.	Greenwood township, Illinois
1605.	York township, Illinois *	1658.	Coloma township, Illinois	1710.	Groveland township, Illinois
1606.	Alsip village, Illinois	1659.	Columbia city, Illinois	1711.	Hampton township, Illinois
1607.	Alton city, Illinois	1660.	Cortland township, Illinois	1712.	Hancock County, Illinois
1608.	Alton township, Illinois	1661.	Country Club Hills city, Illinois	1713.	Harrisburg township, Illinois
1609.	Antioch township, Illinois	1662.	Crawford County, Illinois	1714.	Harvey city, Illinois
1610.	Antioch village, Illinois	1663.	Crest Hill city, Illinois	1715.	Hazel Crest village, Illinois
1611.	Aux Sable township, Illinois	1664.	Crestwood village, Illinois	1716.	Herrin city, Illinois
1612.	Barrington township, Illinois	1665.	Crete township, Illinois	1717.	Hickory Hills city, Illinois
1613.	Barrington village, Illinois	1666.	Cuba township, Illinois	1718.	Hickory Point township, Illinois
1614.	Batavia city, Illinois	1667.	Cumberland County, Illinois	1719.	Highland Park city, Illinois
1615.	Beach Park village, Illinois	1668.	Danville township, Illinois	1720.	Hinsdale village, Illinois
1616.	Bellwood village, Illinois	1669.	Darien city, Illinois	1721.	Homer Glen village, Illinois
1617.	Belvidere city, Illinois	1670.	De Witt County, Illinois	1722.	Homewood village, Illinois
1618.	Belvidere township, Illinois	1671.	Deerfield village, Illinois	1723.	Huntley village, Illinois
1619.	Bensenville village, Illinois	1672.	Dixon city, Illinois	1724.	Iroquois County, Illinois
1620.	Benton township, Illinois	1673.	Dixon township, Illinois	1725.	Jacksonville city, Illinois
1621.	Blackberry township, Illinois	1674.	Dolton village, Illinois	1726.	Jarvis township, Illinois
1622.	Bloomington village, Illinois	1675.	Dorr township, Illinois	1727.	Jersey County, Illinois
1623.	Blue Island city, Illinois	1676.	Douglas County, Illinois	1728.	Jo Daviess County, Illinois
1624.	Bond County, Illinois	1677.	Douglas township, Illinois	1729.	Johnson County, Illinois
1625.	Bourbonnais village, Illinois	1678.	East Moline city, Illinois	1730.	Justice village, Illinois
1626.	Bradley village, Illinois	1679.	East Peoria city, Illinois	1731.	Kankakee city, Illinois
1627.	Bridgeview village, Illinois	1680.	East St. Louis city, Illinois	1732.	Kankakee township, Illinois
1628.	Brookfield village, Illinois	1681.	East St. Louis township, Illinois	1733.	Kewanee city, Illinois
1629.	Bruce township, Illinois	1682.	Edgar County, Illinois	1734.	La Grange Park village, Illinois
1630.	Burbank city, Illinois	1683.	Edwardsville city, Illinois	1735.	La Grange village, Illinois
1631.	Burr Ridge village, Illinois	1684.	Effingham city, Illinois	1736.	Lake Forest city, Illinois
1632.	Cahokia village, Illinois	1685.	Elmwood Park village, Illinois	1737.	Lake in the Hills village, Illinois
1633.	Calumet township, Illinois	1686.	Evergreen Park village, Illinois	1738.	Lake Zurich village, Illinois
1634.	Campton Hills village, Illinois	1687.	Fairview Heights city, Illinois	1739.	Lansing village, Illinois
1635.	Campton township, Illinois	1688.	Fayette County, Illinois	1740.	LaSalle township, Illinois
1636.	Canton city, Illinois	1689.	Flagg township, Illinois	1741.	Lawrence County, Illinois
1637.	Canton township, Illinois	1690.	Fondulac township, Illinois	1742.	Lemont township, Illinois
1638.	Carbondale city, Illinois	1691.	Ford County, Illinois	1743.	Lemont village, Illinois
1639.	Carbondale township, Illinois	1692.	Forest Park village, Illinois	1744.	Libertyville village, Illinois
1640.	Carroll County, Illinois	1693.	Fox Lake village, Illinois	1745.	Limestone township, Illinois
1641.	Cary village, Illinois	1694.	Frankfort village, Illinois	1746.	Lincoln city, Illinois
1642.	Cass County, Illinois	1695.	Franklin Park village, Illinois	1747.	Lincolnwood village, Illinois
1643.	Centralia city, Illinois	1696.	Freeport city, Illinois	1748.	Lindhurst village, Illinois
1644.	Centralia township, Illinois	1697.	Freeport township, Illinois	1749.	Lisle village, Illinois
1645.	Centreville township, Illinois	1698.	Geneva city, Illinois	1750.	Little Rock township, Illinois
1646.	Champaign township, Illinois	1699.	Geneva township, Illinois	1751.	Lockport city, Illinois
1647.	Channahon township, Illinois	1700.	Glen Carbon village, Illinois	1752.	Logan County, Illinois
1648.	Channahon village, Illinois	1701.	Glen Ellyn village, Illinois	1753.	Long Creek township, Illinois
1649.	Charleston city, Illinois	1702.	Godfrey township, Illinois	1754.	Loves Park city, Illinois
1650.	Charleston township, Illinois	1703.	Godfrey village, Illinois	1755.	Lyons village, Illinois
1651.	Chatham village, Illinois	1704.	Granite City city, Illinois	1756.	Machesney Park village, Illinois
1652.	Cherry Valley township, Illinois	1705.	Granite City township, Illinois		
1653.	Chicago Heights city, Illinois				

1757.	Macomb city, Illinois	1809.	Perry County, Illinois	1861.	Washington city, Illinois
1758.	Macomb City township, Illinois	1810.	Peru township, Illinois	1862.	Washington County, Illinois
1759.	Mahomet township, Illinois	1811.	Piatt County, Illinois	1863.	Washington township, Illinois
1760.	Manhattan township, Illinois	1812.	Pike County, Illinois	1864.	Waterloo city, Illinois
1761.	Manteno township, Illinois	1813.	Plano city, Illinois	1865.	Wauconda township, Illinois
1762.	Marion city, Illinois	1814.	Pontiac city, Illinois	1866.	Wauconda village, Illinois
1763.	Markham city, Illinois	1815.	Pontiac township, Illinois	1867.	Wayne County, Illinois
1764.	Marshall County, Illinois	1816.	Prospect Heights city, Illinois	1868.	West Chicago city, Illinois
1765.	Mason County, Illinois	1817.	Rantoul township, Illinois	1869.	Westchester village, Illinois
1766.	Massac County, Illinois	1818.	Rantoul village, Illinois	1870.	Western Springs village, Illinois
1767.	Matteson village, Illinois	1819.	Richland County, Illinois	1871.	Westmont village, Illinois
1768.	Mattoon city, Illinois	1820.	Richton Park village, Illinois	1872.	White County, Illinois
1769.	Mattoon township, Illinois	1821.	River Forest township, Illinois	1873.	Wilmette village, Illinois
1770.	Maywood village, Illinois	1822.	River Forest village, Illinois	1874.	Winnetka village, Illinois
1771.	McDonough County, Illinois	1823.	Riverdale village, Illinois	1875.	Wood Dale city, Illinois
1772.	McHenry city, Illinois	1824.	Riverside township, Illinois	1876.	Wood River city, Illinois
1773.	Medina township, Illinois	1825.	Rock Island township, Illinois	1877.	Woodside township, Illinois
1774.	Melrose Park village, Illinois	1826.	Rockton township, Illinois	1878.	Woodstock city, Illinois
1775.	Menard County, Illinois	1827.	Rolling Meadows city, Illinois	1879.	Worth village, Illinois
1776.	Mercer County, Illinois	1828.	Roscoe township, Illinois	1880.	Yorkville city, Illinois
1777.	Midlothian village, Illinois	1829.	Roscoe village, Illinois	1881.	Zion city, Illinois
1778.	Minooka village, Illinois	1830.	Roselle village, Illinois	1882.	Zion township, Illinois
1779.	Mokena village, Illinois	1831.	Round Lake Beach village, Illinois	1883.	Aboite township, Indiana *
1780.	Moline township, Illinois	1832.	Round Lake village, Illinois	1884.	Adams County, Indiana *
1781.	Monee township, Illinois	1833.	Rutland township, Illinois	1885.	Adams township, Indiana *
1782.	Montgomery County, Illinois	1834.	Saline County, Illinois	1886.	Allen County, Indiana *
1783.	Montgomery village, Illinois	1835.	Sauk Village village, Illinois	1887.	Anderson city, Indiana *
1784.	Morris city, Illinois	1836.	Schiller Park village, Illinois	1888.	Anderson township, Indiana *
1785.	Morton Grove village, Illinois	1837.	Shelby County, Illinois	1889.	Bartholomew County, Indiana *
1786.	Morton township, Illinois	1838.	Shiloh Valley township, Illinois	1890.	Bloomington city, Indiana *
1787.	Morton village, Illinois	1839.	Shiloh village, Illinois	1891.	Bloomington township, Indiana *
1788.	Moultrie County, Illinois	1840.	Shorewood village, Illinois	1892.	Boone County, Indiana *
1789.	Mount Vernon city, Illinois	1841.	South Elgin village, Illinois	1893.	Calumet township, Indiana *
1790.	Mount Vernon township, Illinois	1842.	South Holland village, Illinois	1894.	Carmel city, Indiana *
1791.	Nameoki township, Illinois	1843.	South Rock Island township, Illinois	1895.	Cass County, Indiana *
1792.	New Lenox village, Illinois	1844.	Sterling city, Illinois	1896.	Center township, Indiana *
1793.	Newell township, Illinois	1845.	Sterling township, Illinois	1897.	Center township, Indiana *
1794.	Niles village, Illinois	1846.	Streator city, Illinois	1898.	Center township, Indiana *
1795.	Norridge village, Illinois	1847.	Sugar Grove township, Illinois	1899.	Center township, Indiana *
1796.	North Aurora village, Illinois	1848.	Summit village, Illinois	1900.	Center township, Indiana *
1797.	North Chicago city, Illinois	1849.	Swansea village, Illinois	1901.	Center township, Indiana *
1798.	Northlake city, Illinois	1850.	Sycamore city, Illinois	1902.	Clark County, Indiana *
1799.	Norwood Park township, Illinois	1851.	Sycamore township, Illinois	1903.	Clay township, Indiana *
1800.	O'Fallon city, Illinois	1852.	Taylorville city, Illinois	1904.	Clay township, Indiana *
1801.	O'Fallon township, Illinois	1853.	Taylorville township, Illinois	1905.	Clinton County, Indiana *
1802.	Oak Forest city, Illinois	1854.	Troy city, Illinois	1906.	Columbus city, Indiana *
1803.	Ottawa city, Illinois	1855.	Union County, Illinois	1907.	Columbus township, Indiana *
1804.	Ottawa township, Illinois	1856.	Vernon Hills village, Illinois	1908.	Concord township, Indiana *
1805.	Palos Heights city, Illinois	1857.	Villa Park village, Illinois	1909.	Crown Point city, Indiana *
1806.	Palos Hills city, Illinois	1858.	Wabash County, Illinois	1910.	Daviess County, Indiana *
1807.	Park Forest village, Illinois	1859.	Warren County, Illinois	1911.	Dearborn County, Indiana *
1808.	Pekin township, Illinois	1860.	Warrenville city, Illinois	1912.	Decatur township, Indiana *

1913.	DeKalb County, Indiana *	1966.	Miami County, Indiana *	2013.	Wayne County, Indiana *
1914.	Delaware County, Indiana *	1967.	Michigan City city, Indiana *	2014.	Wayne township, Indiana *
1915.	Delaware township, Indiana *	1968.	Mishawaka city, Indiana *	2015.	Wayne township, Indiana *
1916.	Dubois County, Indiana *	1969.	Monroe County, Indiana *	2016.	Wayne township, Indiana *
1917.	Elkhart city, Indiana *	1970.	Montgomery County, Indiana *	2017.	Wea township, Indiana *
1918.	Elkhart County, Indiana *	1971.	Morgan County, Indiana *	2018.	West Lafayette city, Indiana *
1919.	Elkhart township, Indiana *	1972.	Muncie city, Indiana *	2019.	Westfield city, Indiana *
1920.	Evansville city, Indiana *	1973.	New Albany city, Indiana *	2020.	White River township, Indiana *
1921.	Fairfield township, Indiana *	1974.	New Albany township, Indiana *	2021.	Whitley County, Indiana *
1922.	Fall Creek township, Indiana *	1975.	Noble County, Indiana *	2022.	Addison township, Indiana
1923.	Fishers city, Indiana *	1976.	Noblesville city, Indiana *	2023.	Auburn city, Indiana
1924.	Floyd County, Indiana *	1977.	Noblesville township, Indiana *	2024.	Avon town, Indiana
1925.	Fort Wayne city, Indiana *	1978.	North township, Indiana *	2025.	Bainbridge township, Indiana
1926.	Franklin township, Indiana *	1979.	Ohio township, Indiana *	2026.	Baugo township, Indiana
1927.	Gary city, Indiana *	1980.	Penn township, Indiana *	2027.	Bedford city, Indiana
1928.	Gibson County, Indiana *	1981.	Perry township, Indiana *	2028.	Beech Grove city, Indiana
1929.	Goshen city, Indiana *	1982.	Perry township, Indiana *	2029.	Blackford County, Indiana
1930.	Grant County, Indiana *	1983.	Perry township, Indiana *	2030.	Bluffton city, Indiana
1931.	Greene County, Indiana *	1984.	Pike township, Indiana *	2031.	Boon township, Indiana
1932.	Greenwood city, Indiana *	1985.	Plainfield town, Indiana *	2032.	Brown County, Indiana
1933.	Guilford township, Indiana *	1986.	Pleasant township, Indiana *	2033.	Brown township, Indiana
1934.	Hamilton County, Indiana *	1987.	Portage city, Indiana *	2034.	Brown township, Indiana
1935.	Hammond city, Indiana *	1988.	Portage township, Indiana *	2035.	Brownsburg town, Indiana
1936.	Hancock County, Indiana *	1989.	Portage township, Indiana *	2036.	Carroll County, Indiana
1937.	Harrison County, Indiana *	1990.	Porter County, Indiana *	2037.	Cedar Creek township, Indiana
1938.	Harrison township, Indiana *	1991.	Putnam County, Indiana *	2038.	Cedar Creek township, Indiana
1939.	Hendricks County, Indiana *	1992.	Richmond city, Indiana *	2039.	Cedar Lake town, Indiana
1940.	Henry County, Indiana *	1993.	Ross township, Indiana *	2040.	Center township, Indiana
1941.	Hobart township, Indiana *	1994.	Shelby County, Indiana *	2041.	Center township, Indiana
1942.	Howard County, Indiana *	1995.	South Bend city, Indiana *	2042.	Center township, Indiana
1943.	Huntington County, Indiana *	1996.	St. John township, Indiana *	2043.	Center township, Indiana
1944.	Jackson County, Indiana *	1997.	St. Joseph County, Indiana *	2044.	Center township, Indiana
1945.	Jasper County, Indiana *	1998.	St. Joseph township, Indiana *	2045.	Center township, Indiana
1946.	Jefferson County, Indiana *	1999.	Steuben County, Indiana *	2046.	Centre township, Indiana
1947.	Jeffersonville city, Indiana *	2000.	Terre Haute city, Indiana *	2047.	Charlestown township, Indiana
1948.	Jeffersonville township, Indiana *	2001.	Tippecanoe County, Indiana *	2048.	Chesterton town, Indiana
1949.	Johnson County, Indiana *	2002.	Valparaiso city, Indiana *	2049.	Clarksville town, Indiana
1950.	Knight township, Indiana *	2003.	Vanderburgh County, Indiana *	2050.	Clarks County, Indiana
1951.	Knox County, Indiana *	2004.	Vigo County, Indiana *	2051.	Clay County, Indiana
1952.	Kokomo city, Indiana *	2005.	Wabash County, Indiana *	2052.	Cleveland township, Indiana
1953.	Kosciusko County, Indiana *	2006.	Wabash township, Indiana *	2053.	Columbia township, Indiana
1954.	Lafayette city, Indiana *	2007.	Warren township, Indiana *	2054.	Connersville city, Indiana
1955.	LaGrange County, Indiana *	2008.	Warrick County, Indiana *	2055.	Connersville township, Indiana
1956.	Lake County, Indiana *	2009.	Washington township, Indiana *	2056.	Coolspring township, Indiana
1957.	LaPorte County, Indiana *	2010.	Washington township, Indiana *	2057.	Crawford County, Indiana
1958.	Lawrence city, Indiana *	2011.	Washington township, Indiana *	2058.	Crawfordsville city, Indiana
1959.	Lawrence County, Indiana *	2012.	Washington township, Indiana *	2059.	Danville town, Indiana
1960.	Lawrence township, Indiana *			2060.	Decatur County, Indiana
1961.	Lincoln township, Indiana *			2061.	Dyer town, Indiana
1962.	Madison County, Indiana *			2062.	East Chicago city, Indiana
1963.	Marion County / Indianapolis city, Indiana *			2063.	Eel township, Indiana
1964.	Marshall County, Indiana *			2064.	Fall Creek township, Indiana
1965.	Merrillville town, Indiana *			2065.	Fayette County, Indiana

2066.	Fountain County, Indiana	2119.	Peru city, Indiana	2174.	Cerro Gordo County, Iowa *
2067.	Frankfort city, Indiana	2120.	Peru township, Indiana	2175.	Clinton County, Iowa *
2068.	Franklin city, Indiana	2121.	Pigeon township, Indiana	2176.	Council Bluffs city, Iowa *
2069.	Franklin County, Indiana	2122.	Pike County, Indiana	2177.	Dallas County, Iowa *
2070.	Franklin township, Indiana	2123.	Pipe Creek township, Indiana	2178.	Davenport city, Iowa *
2071.	Fulton County, Indiana	2124.	Pleasant township, Indiana	2179.	Des Moines city, Iowa *
2072.	Georgetown township, Indiana	2125.	Posey County, Indiana	2180.	Des Moines County, Iowa *
2073.	Greencastle city, Indiana	2126.	Pulaski County, Indiana	2181.	Dubuque city, Iowa *
2074.	Greencastle township, Indiana	2127.	Randolph County, Indiana	2182.	Dubuque County, Iowa *
2075.	Greenfield city, Indiana	2128.	Richland township, Indiana	2183.	Iowa City city, Iowa *
2076.	Greensburg city, Indiana	2129.	Ripley County, Indiana	2184.	Jasper County, Iowa *
2077.	Griffith town, Indiana	2130.	Rush County, Indiana	2185.	Johnson County, Iowa *
2078.	Hanover township, Indiana	2131.	Schererville town, Indiana	2186.	Lee County, Iowa *
2079.	Harris township, Indiana	2132.	Scott County, Indiana	2187.	Linn County, Iowa *
2080.	Harrison township, Indiana	2133.	Seymour city, Indiana	2188.	Marion city, Iowa *
2081.	Henry township, Indiana	2134.	Shawswick township, Indiana	2189.	Marion County, Iowa *
2082.	Highland town, Indiana	2135.	Shelbyville city, Indiana	2190.	Marshall County, Iowa *
2083.	Hobart city, Indiana	2136.	Silver Creek township, Indiana	2191.	Muscatine County, Iowa *
2084.	Honey Creek township, Indiana	2137.	Speedway town, Indiana	2192.	Polk County, Iowa *
2085.	Huntington city, Indiana	2138.	Spencer County, Indiana	2193.	Pottawattamie County, Iowa *
2086.	Huntington township, Indiana	2139.	St. John town, Indiana	2194.	Scott County, Iowa *
2087.	Jackson township, Indiana	2140.	Starke County, Indiana	2195.	Sioux City city, Iowa *
2088.	Jackson township, Indiana	2141.	Sugar Creek township, Indiana	2196.	Sioux County, Iowa *
2089.	Jasper city, Indiana	2142.	Sullivan County, Indiana	2197.	Story County, Iowa *
2090.	Jay County, Indiana	2143.	Switzerland County, Indiana	2198.	Urbandale city, Iowa *
2091.	Jefferson township, Indiana	2144.	Tipton County, Indiana	2199.	Wapello County, Iowa *
2092.	Jennings County, Indiana	2145.	Troy township, Indiana	2200.	Warren County, Iowa *
2093.	Keener township, Indiana	2146.	Union township, Indiana	2201.	Waterloo city, Iowa *
2094.	La Porte city, Indiana	2147.	Union township, Indiana	2202.	Webster County, Iowa *
2095.	Lake Station city, Indiana	2148.	Van Buren township, Indiana	2203.	West Des Moines city, Iowa *
2096.	Lawrenceburg township, Indiana	2149.	Vermillion County, Indiana	2204.	Woodbury County, Iowa *
2097.	Lebanon city, Indiana	2150.	Vernon township, Indiana	2205.	Allamakee County, Iowa
2098.	Logansport city, Indiana	2151.	Vincennes city, Indiana	2206.	Altoona city, Iowa
2099.	Lost Creek township, Indiana	2152.	Vincennes township, Indiana	2207.	Appanoose County, Iowa
2100.	Madison city, Indiana	2153.	Warsaw city, Indiana	2208.	Benton County, Iowa
2101.	Madison township, Indiana	2154.	Washington city, Indiana	2209.	Boone city, Iowa
2102.	Marion city, Indiana	2155.	Washington County, Indiana	2210.	Boone County, Iowa
2103.	Martin County, Indiana	2156.	Washington township, Indiana	2211.	Bremer County, Iowa
2104.	Martinsville city, Indiana	2157.	Washington township, Indiana	2212.	Buchanan County, Iowa
2105.	Michigan township, Indiana	2158.	Washington township, Indiana	2213.	Buena Vista County, Iowa
2106.	Mill township, Indiana	2159.	Washington township, Indiana	2214.	Burlington city, Iowa
2107.	Munster town, Indiana	2160.	Wayne township, Indiana	2215.	Butler County, Iowa
2108.	New Castle city, Indiana	2161.	Wayne township, Indiana	2216.	Carroll County, Iowa
2109.	New Haven city, Indiana	2162.	Wells County, Indiana	2217.	Cass County, Iowa
2110.	Newton County, Indiana	2163.	Westchester township, Indiana	2218.	Cedar County, Iowa
2111.	Noble township, Indiana	2164.	White County, Indiana	2219.	Cherokee County, Iowa
2112.	Orange County, Indiana	2165.	Winfield township, Indiana	2220.	Chickasaw County, Iowa
2113.	Osolo township, Indiana	2166.	Yorktown town, Indiana	2221.	Clay County, Iowa
2114.	Owen County, Indiana	2167.	Zionsville town, Indiana	2222.	Clayton County, Iowa
2115.	Parke County, Indiana	2168.	Ames city, Iowa *	2223.	Clinton city, Iowa
2116.	Patoka township, Indiana	2169.	Ankeny city, Iowa *	2224.	Clive city, Iowa
2117.	Perry County, Indiana	2170.	Bettendorf city, Iowa *	2225.	Coralville city, Iowa
2118.	Perry township, Indiana	2171.	Black Hawk County, Iowa *	2226.	Crawford County, Iowa
		2172.	Cedar Falls city, Iowa *	2227.	Delaware County, Iowa
		2173.	Cedar Rapids city, Iowa *	2228.	Dickinson County, Iowa

2229.	Fairfield city, Iowa	2284.	Butler County, Kansas *	2337.	Jackson County, Kansas
2230.	Fayette County, Iowa	2285.	Cowley County, Kansas *	2338.	Jefferson County, Kansas
2231.	Floyd County, Iowa	2286.	Crawford County, Kansas *	2339.	Junction City city, Kansas
2232.	Fort Dodge city, Iowa	2287.	Douglas County, Kansas *	2340.	Labette County, Kansas
2233.	Fort Madison city, Iowa	2288.	Finney County, Kansas *	2341.	Lansing city, Kansas
2234.	Franklin County, Iowa	2289.	Ford County, Kansas *	2342.	Liberal city, Kansas
2235.	Grimes city, Iowa	2290.	Geary County, Kansas *	2343.	Madison township, Kansas
2236.	Grundy County, Iowa	2291.	Harvey County, Kansas *	2344.	Marion County, Kansas
2237.	Guthrie County, Iowa	2292.	Hutchinson city, Kansas *	2345.	McPherson city, Kansas
2238.	Hamilton County, Iowa	2293.	Johnson County, Kansas *	2346.	McPherson County, Kansas
2239.	Hancock County, Iowa	2294.	Kansas City city, Kansas *	2347.	Merriam city, Kansas
2240.	Hardin County, Iowa	2295.	Lawrence city, Kansas *	2348.	Nemaha County, Kansas
2241.	Harrison County, Iowa	2296.	Leavenworth city, Kansas *	2349.	Neosho County, Kansas
2242.	Henry County, Iowa	2297.	Leavenworth County, Kansas *	2350.	Newton city, Kansas
2243.	Indianola city, Iowa			2351.	Osage County, Kansas
2244.	Iowa County, Iowa	2298.	Leawood city, Kansas *	2352.	Ottawa city, Kansas
2245.	Jackson County, Iowa	2299.	Lenexa city, Kansas *	2353.	Pittsburg city, Kansas
2246.	Jefferson County, Iowa	2300.	Lyon County, Kansas *	2354.	Pottawatomie County, Kansas
2247.	Johnston city, Iowa	2301.	Manhattan city, Kansas *	2355.	Prairie Village city, Kansas
2248.	Jones County, Iowa	2302.	Miami County, Kansas *	2356.	Riverside township, Kansas
2249.	Keokuk city, Iowa	2303.	Montgomery County, Kansas *	2357.	Rockford township, Kansas
2250.	Keokuk County, Iowa			2358.	Seward County, Kansas
2251.	Kossuth County, Iowa	2304.	Olathe city, Kansas *	2359.	Soldier township, Kansas
2252.	Le Mars city, Iowa	2305.	Overland Park city, Kansas *	2360.	Sumner County, Kansas
2253.	Louisa County, Iowa	2306.	Reno County, Kansas *	2361.	Winfield city, Kansas
2254.	Lyon County, Iowa	2307.	Riley County, Kansas *	2362.	Barren County, Kentucky *
2255.	Madison County, Iowa	2308.	Salina city, Kansas *	2363.	Boone County, Kentucky *
2256.	Mahaska County, Iowa	2309.	Saline County, Kansas *	2364.	Bowling Green city, Kentucky *
2257.	Marshalltown city, Iowa	2310.	Sedgwick County, Kansas *		
2258.	Mason City city, Iowa	2311.	Shawnee city, Kansas *	2365.	Boyd County, Kentucky *
2259.	Mills County, Iowa	2312.	Shawnee County, Kansas *	2366.	Boyle County, Kentucky *
2260.	Mitchell County, Iowa	2313.	Topeka city, Kansas *	2367.	Bullitt County, Kentucky *
2261.	Muscatine city, Iowa	2314.	Wichita city, Kansas *	2368.	Calloway County, Kentucky *
2262.	Newton city, Iowa	2315.	Allen County, Kansas	2369.	Campbell County, Kentucky *
2263.	North Liberty city, Iowa	2316.	Andover city, Kansas	2370.	Christian County, Kentucky *
2264.	Norwalk city, Iowa	2317.	Arkansas City city, Kansas	2371.	Clark County, Kentucky *
2265.	O'Brien County, Iowa	2318.	Atchison city, Kansas	2372.	Covington city, Kentucky *
2266.	Oskaloosa city, Iowa	2319.	Atchison County, Kansas	2373.	Daviess County, Kentucky *
2267.	Ottumwa city, Iowa	2320.	Barton County, Kansas	2374.	Elizabethtown city, Kentucky *
2268.	Page County, Iowa	2321.	Bourbon County, Kansas		
2269.	Pella city, Iowa	2322.	Bruno township, Kansas	2375.	Florence city, Kentucky *
2270.	Pleasant Hill city, Iowa	2323.	Cherokee County, Kansas	2376.	Floyd County, Kentucky *
2271.	Plymouth County, Iowa	2324.	Derby city, Kansas	2377.	Franklin County, Kentucky *
2272.	Poweshiek County, Iowa	2325.	Dickinson County, Kansas	2378.	Georgetown city, Kentucky *
2273.	Shelby County, Iowa	2326.	Dodge City city, Kansas	2379.	Graves County, Kentucky *
2274.	Spencer city, Iowa	2327.	El Dorado city, Kansas	2380.	Greenup County, Kentucky *
2275.	Storm Lake city, Iowa	2328.	Ellis County, Kansas	2381.	Hardin County, Kentucky *
2276.	Tama County, Iowa	2329.	Emporia city, Kansas	2382.	Henderson County, Kentucky *
2277.	Union County, Iowa	2330.	Fairmount township, Kansas		
2278.	Washington County, Iowa	2331.	Franklin County, Kansas	2383.	Hopkins County, Kentucky *
2279.	Waukee city, Iowa	2332.	Garden City city, Kansas	2384.	Hopkinsville city, Kentucky *
2280.	Waverly city, Iowa	2333.	Gardner city, Kansas	2385.	Jessamine County, Kentucky *
2281.	Winnebago County, Iowa	2334.	Great Bend city, Kansas	2386.	Kenton County, Kentucky *
2282.	Winneshiek County, Iowa	2335.	Hays city, Kansas	2387.	Knox County, Kentucky *
2283.	Wright County, Iowa	2336.	Haysville city, Kansas	2388.	Laurel County, Kentucky *

2389.	Lexington-Fayette urban county, Kentucky *	2438.	Harrison County, Kentucky	2491.	Washington County, Kentucky
2390.	Louisville/Jefferson County metro government, Kentucky *	2439.	Hart County, Kentucky	2492.	Wayne County, Kentucky
2391.	Madison County, Kentucky *	2440.	Henderson city, Kentucky	2493.	Webster County, Kentucky
2392.	Marshall County, Kentucky *	2441.	Henry County, Kentucky	2494.	Winchester city, Kentucky
2393.	McCracken County, Kentucky *	2442.	Independence city, Kentucky	2495.	Woodford County, Kentucky
2394.	Muhlenberg County, Kentucky *	2443.	Jackson County, Kentucky	2496.	Acadia Parish, Louisiana *
2395.	Nelson County, Kentucky *	2444.	Jeffersontown city, Kentucky	2497.	Alexandria city, Louisiana *
2396.	Nicholasville city, Kentucky *	2445.	Johnson County, Kentucky	2498.	Ascension Parish, Louisiana *
2397.	Oldham County, Kentucky *	2446.	Knott County, Kentucky	2499.	Avoyelles Parish, Louisiana *
2398.	Owensboro city, Kentucky *	2447.	Larue County, Kentucky	2500.	Baton Rouge city, Louisiana *
2399.	Pike County, Kentucky *	2448.	Lawrence County, Kentucky	2501.	Beauregard Parish, Louisiana *
2400.	Pulaski County, Kentucky *	2449.	Lawrenceburg city, Kentucky	2502.	Bossier City city, Louisiana *
2401.	Richmond city, Kentucky *	2450.	Letcher County, Kentucky	2503.	Bossier Parish, Louisiana *
2402.	Scott County, Kentucky *	2451.	Lewis County, Kentucky	2504.	Caddo Parish, Louisiana *
2403.	Shelby County, Kentucky *	2452.	Lincoln County, Kentucky	2505.	Calcasieu Parish, Louisiana *
2404.	Warren County, Kentucky *	2453.	Logan County, Kentucky	2506.	East Baton Rouge Parish, Louisiana *
2405.	Whitley County, Kentucky *	2454.	Lyndon city, Kentucky	2507.	Evangeline Parish, Louisiana *
2406.	Adair County, Kentucky	2455.	Madisonville city, Kentucky	2508.	Iberia Parish, Louisiana *
2407.	Allen County, Kentucky	2456.	Magoffin County, Kentucky	2509.	Iberville Parish, Louisiana *
2408.	Anderson County, Kentucky	2457.	Marion County, Kentucky	2510.	Jefferson Davis Parish, Louisiana *
2409.	Ashland city, Kentucky	2458.	Martin County, Kentucky	2511.	Jefferson Parish, Louisiana *
2410.	Bardstown city, Kentucky	2459.	Mason County, Kentucky	2512.	Kenner city, Louisiana *
2411.	Bath County, Kentucky	2460.	McCreary County, Kentucky	2513.	Lafayette city, Louisiana *
2412.	Bell County, Kentucky	2461.	Meade County, Kentucky	2514.	Lafayette Parish, Louisiana *
2413.	Berea city, Kentucky	2462.	Mercer County, Kentucky	2515.	Lafourche Parish, Louisiana *
2414.	Bourbon County, Kentucky	2463.	Metcalfe County, Kentucky	2516.	Lake Charles city, Louisiana *
2415.	Breathitt County, Kentucky	2464.	Monroe County, Kentucky	2517.	Lincoln Parish, Louisiana *
2416.	Breckinridge County, Kentucky	2465.	Montgomery County, Kentucky	2518.	Livingston Parish, Louisiana *
2417.	Butler County, Kentucky	2466.	Morgan County, Kentucky	2519.	Monroe city, Louisiana *
2418.	Caldwell County, Kentucky	2467.	Mount Washington city, Kentucky	2520.	Natchitoches Parish, Louisiana *
2419.	Campbellsville city, Kentucky	2468.	Murray city, Kentucky	2521.	New Orleans city / Orleans Parish, Louisiana *
2420.	Carroll County, Kentucky	2469.	Newport city, Kentucky	2522.	Ouachita Parish, Louisiana *
2421.	Carter County, Kentucky	2470.	Ohio County, Kentucky	2523.	Rapides Parish, Louisiana *
2422.	Casey County, Kentucky	2471.	Owen County, Kentucky	2524.	Shreveport city, Louisiana *
2423.	Clay County, Kentucky	2472.	Paducah city, Kentucky	2525.	St. Bernard Parish, Louisiana *
2424.	Clinton County, Kentucky	2473.	Pendleton County, Kentucky	2526.	St. Charles Parish, Louisiana *
2425.	Danville city, Kentucky	2474.	Perry County, Kentucky	2527.	St. John the Baptist Parish, Louisiana *
2426.	Edmonson County, Kentucky	2475.	Powell County, Kentucky	2528.	St. Landry Parish, Louisiana *
2427.	Erlanger city, Kentucky	2476.	Radcliff city, Kentucky	2529.	St. Martin Parish, Louisiana *
2428.	Estill County, Kentucky	2477.	Rockcastle County, Kentucky	2530.	St. Mary Parish, Louisiana *
2429.	Fleming County, Kentucky	2478.	Rowan County, Kentucky	2531.	St. Tammany Parish, Louisiana *
2430.	Fort Thomas city, Kentucky	2479.	Russell County, Kentucky	2532.	Tangipahoa Parish, Louisiana *
2431.	Frankfort city, Kentucky	2480.	Shelbyville city, Kentucky	2533.	Terrebonne Parish, Louisiana *
2432.	Garrard County, Kentucky	2481.	Shepherdsville city, Kentucky	2534.	Vermilion Parish, Louisiana *
2433.	Glasgow city, Kentucky	2482.	Shively city, Kentucky	2535.	Vernon Parish, Louisiana *
2434.	Grant County, Kentucky	2483.	Simpson County, Kentucky		
2435.	Grayson County, Kentucky	2484.	Somerset city, Kentucky		
2436.	Green County, Kentucky	2485.	Spencer County, Kentucky		
2437.	Harlan County, Kentucky	2486.	St. Matthews city, Kentucky		
		2487.	Taylor County, Kentucky		
		2488.	Todd County, Kentucky		
		2489.	Trigg County, Kentucky		
		2490.	Union County, Kentucky		

2536.	Washington Parish, Louisiana *	2586.	Youngsville city, Louisiana	2638.	Frederick city, Maryland *
2537.	Webster Parish, Louisiana *	2587.	Zachary city, Louisiana	2639.	Frederick County, Maryland *
2538.	Abbeville city, Louisiana	2588.	Androscoggin County, Maine *	2640.	Gaithersburg city, Maryland *
2539.	Allen Parish, Louisiana	2589.	Aroostook County, Maine *	2641.	Hagerstown city, Maryland *
2540.	Assumption Parish, Louisiana	2590.	Bangor city, Maine *	2642.	Harford County, Maryland *
2541.	Baker city, Louisiana	2591.	Cumberland County, Maine *	2643.	Howard County, Maryland *
2542.	Bastrop city, Louisiana	2592.	Franklin County, Maine *	2644.	Montgomery County, Maryland *
2543.	Bienville Parish, Louisiana	2593.	Hancock County, Maine *	2645.	Prince George's County, Maryland *
2544.	Bogalusa city, Louisiana	2594.	Kennebec County, Maine *	2646.	Queen Anne's County, Maryland *
2545.	Broussard city, Louisiana	2595.	Knox County, Maine *	2647.	Rockville city, Maryland *
2546.	Central city, Louisiana	2596.	Lewiston city, Maine *	2648.	Salisbury city, Maryland *
2547.	Claiborne Parish, Louisiana	2597.	Lincoln County, Maine *	2649.	St. Mary's County, Maryland *
2548.	Concordia Parish, Louisiana	2598.	Oxford County, Maine *	2650.	Talbot County, Maryland *
2549.	Covington city, Louisiana	2599.	Penobscot County, Maine *	2651.	Washington County, Maryland *
2550.	Crowley city, Louisiana	2600.	Portland city, Maine *	2652.	Wicomico County, Maryland *
2551.	De Soto Parish, Louisiana	2601.	Sagadahoc County, Maine *	2653.	Worcester County, Maryland *
2552.	DeRidder city, Louisiana	2602.	Somerset County, Maine *	2654.	Aberdeen city, Maryland
2553.	East Feliciana Parish, Louisiana	2603.	Waldo County, Maine *	2655.	Bel Air town, Maryland
2554.	Franklin Parish, Louisiana	2604.	Washington County, Maine *	2656.	Cambridge city, Maryland
2555.	Gonzales city, Louisiana	2605.	York County, Maine *	2657.	Cumberland city, Maryland
2556.	Grant Parish, Louisiana	2606.	Auburn city, Maine	2658.	Easton town, Maryland
2557.	Gretna city, Louisiana	2607.	Augusta city, Maine	2659.	Elkton town, Maryland
2558.	Hammond city, Louisiana	2608.	Biddeford city, Maine	2660.	Garrett County, Maryland
2559.	Jackson Parish, Louisiana	2609.	Brunswick town, Maine	2661.	Greenbelt city, Maryland
2560.	LaSalle Parish, Louisiana	2610.	Falmouth town, Maine	2662.	Havre de Grace city, Maryland
2561.	Madison Parish, Louisiana	2611.	Gorham town, Maine	2663.	Hyattsville city, Maryland
2562.	Mandeville city, Louisiana	2612.	Kennebunk town, Maine	2664.	Kent County, Maryland
2563.	Minden city, Louisiana	2613.	Orono town, Maine	2665.	Laurel city, Maryland
2564.	Morehouse Parish, Louisiana	2614.	Piscataquis County, Maine	2666.	New Carrollton city, Maryland
2565.	Morgan City city, Louisiana	2615.	Saco city, Maine	2667.	Somerset County, Maryland
2566.	Natchitoches city, Louisiana	2616.	Sanford city, Maine	2668.	Takoma Park city, Maryland
2567.	New Iberia city, Louisiana	2617.	Scarborough town, Maine	2669.	Westminster city, Maryland
2568.	Opelousas city, Louisiana	2618.	South Portland city, Maine	2670.	Amherst town, Massachusetts *
2569.	Pineville city, Louisiana	2619.	Standish town, Maine	2671.	Andover town, Massachusetts *
2570.	Plaquemines Parish, Louisiana	2620.	Waterville city, Maine	2672.	Arlington town, Massachusetts *
2571.	Pointe Coupee Parish, Louisiana	2621.	Wells town, Maine	2673.	Attleboro city, Massachusetts *
2572.	Richland Parish, Louisiana	2622.	Westbrook city, Maine	2674.	Barnstable County, Massachusetts *
2573.	Ruston city, Louisiana	2623.	Windham town, Maine	2675.	Barnstable Town city, Massachusetts *
2574.	Sabine Parish, Louisiana	2624.	York town, Maine	2676.	Beverly city, Massachusetts *
2575.	Slidell city, Louisiana	2625.	Allegany County, Maryland *	2677.	Billerica town, Massachusetts *
2576.	St. Helena Parish, Louisiana	2626.	Annapolis city, Maryland *	2678.	Boston city, Massachusetts *
2577.	St. James Parish, Louisiana	2627.	Anne Arundel County, Maryland *	2679.	Braintree Town city, Massachusetts *
2578.	Sulphur city, Louisiana	2628.	Baltimore city, Maryland *		
2579.	Thibodaux city, Louisiana	2629.	Baltimore County, Maryland *		
2580.	Union Parish, Louisiana	2630.	Bowie city, Maryland *		
2581.	West Baton Rouge Parish, Louisiana	2631.	Calvert County, Maryland *		
2582.	West Carroll Parish, Louisiana	2632.	Caroline County, Maryland *		
2583.	West Feliciana Parish, Louisiana	2633.	Carroll County, Maryland *		
2584.	West Monroe city, Louisiana	2634.	Cecil County, Maryland *		
2585.	Winn Parish, Louisiana	2635.	Charles County, Maryland *		
		2636.	College Park city, Maryland *		
		2637.	Dorchester County, Maryland *		

2680.	Bristol County, Massachusetts *	2712.	North Andover town, Massachusetts *	2749.	Charlton town, Massachusetts
2681.	Brockton city, Massachusetts *	2713.	Peabody city, Massachusetts *	2750.	Clinton town, Massachusetts
2682.	Brookline town, Massachusetts *	2714.	Pittsfield city, Massachusetts *	2751.	Concord town, Massachusetts
2683.	Cambridge city, Massachusetts *	2715.	Plymouth County, Massachusetts *	2752.	Danvers town, Massachusetts
2684.	Chelmsford town, Massachusetts *	2716.	Plymouth town, Massachusetts *	2753.	Dedham town, Massachusetts
2685.	Chelsea city, Massachusetts *	2717.	Quincy city, Massachusetts *	2754.	Dennis town, Massachusetts
2686.	Chicopee city, Massachusetts *	2718.	Randolph Town city, Massachusetts *	2755.	Dudley town, Massachusetts
2687.	Dartmouth town, Massachusetts *	2719.	Revere city, Massachusetts *	2756.	Dukes County, Massachusetts
2688.	Dracut town, Massachusetts *	2720.	Salem city, Massachusetts *	2757.	Duxbury town, Massachusetts
2689.	Everett city, Massachusetts *	2721.	Shrewsbury town, Massachusetts *	2758.	East Bridgewater town, Massachusetts
2690.	Fall River city, Massachusetts *	2722.	Somerville city, Massachusetts *	2759.	East Longmeadow town, Massachusetts
2691.	Falmouth town, Massachusetts *	2723.	Springfield city, Massachusetts *	2760.	Easthampton Town city, Massachusetts
2692.	Fitchburg city, Massachusetts *	2724.	Taunton city, Massachusetts *	2761.	Easton town, Massachusetts
2693.	Framingham city, Massachusetts *	2725.	Tewksbury town, Massachusetts *	2762.	Fairhaven town, Massachusetts
2694.	Franklin Town city, Massachusetts *	2726.	Waltham city, Massachusetts *	2763.	Foxborough town, Massachusetts
2695.	Gloucester city, Massachusetts *	2727.	Watertown Town city, Massachusetts *	2764.	Gardner city, Massachusetts
2696.	Haverhill city, Massachusetts *	2728.	Westfield city, Massachusetts *	2765.	Grafton town, Massachusetts
2697.	Holyoke city, Massachusetts *	2729.	Weymouth Town city, Massachusetts *	2766.	Greenfield Town city, Massachusetts
2698.	Lawrence city, Massachusetts *	2730.	Woburn city, Massachusetts *	2767.	Groton town, Massachusetts
2699.	Leominster city, Massachusetts *	2731.	Worcester city, Massachusetts *	2768.	Hanover town, Massachusetts
2700.	Lexington town, Massachusetts *	2732.	Abington town, Massachusetts	2769.	Hanson town, Massachusetts
2701.	Lowell city, Massachusetts *	2733.	Acton town, Massachusetts	2770.	Harwich town, Massachusetts
2702.	Lynn city, Massachusetts *	2734.	Acushnet town, Massachusetts	2771.	Hingham town, Massachusetts
2703.	Malden city, Massachusetts *	2735.	Agawam Town city, Massachusetts	2772.	Holbrook town, Massachusetts
2704.	Marlborough city, Massachusetts *	2736.	Amesbury Town city, Massachusetts	2773.	Holden town, Massachusetts
2705.	Medford city, Massachusetts *	2737.	Ashland town, Massachusetts	2774.	Holliston town, Massachusetts
2706.	Methuen Town city, Massachusetts *	2738.	Athol town, Massachusetts	2775.	Hopkinton town, Massachusetts
2707.	Natick town, Massachusetts *	2739.	Auburn town, Massachusetts	2776.	Hudson town, Massachusetts
2708.	Needham town, Massachusetts *	2740.	Bedford town, Massachusetts	2777.	Hull town, Massachusetts
2709.	New Bedford city, Massachusetts *	2741.	Belchertown town, Massachusetts	2778.	Ipswich town, Massachusetts
2710.	Newton city, Massachusetts *	2742.	Bellingham town, Massachusetts	2779.	Kingston town, Massachusetts
2711.	Norfolk County, Massachusetts *	2743.	Belmont town, Massachusetts	2780.	Lakeville town, Massachusetts
		2744.	Bourne town, Massachusetts	2781.	Leicester town, Massachusetts
		2745.	Bridgewater Town city, Massachusetts	2782.	Littleton town, Massachusetts
		2746.	Burlington town, Massachusetts	2783.	Longmeadow town, Massachusetts
		2747.	Canton town, Massachusetts	2784.	Ludlow town, Massachusetts
		2748.	Carver town, Massachusetts	2785.	Lunenburg town, Massachusetts
				2786.	Lynnfield town, Massachusetts
				2787.	Mansfield town, Massachusetts
				2788.	Marblehead town, Massachusetts
				2789.	Marshfield town, Massachusetts
				2790.	Mashpee town, Massachusetts
				2791.	Maynard town, Massachusetts

2792.	Medfield town, Massachusetts	2831.	Stoughton town, Massachusetts	2869.	Canton charter township, Michigan *
2793.	Medway town, Massachusetts	2832.	Sudbury town, Massachusetts	2870.	Cass County, Michigan *
2794.	Melrose city, Massachusetts	2833.	Swampscott town, Massachusetts	2871.	Chesterfield township, Michigan *
2795.	Middleborough town, Massachusetts	2834.	Swansea town, Massachusetts	2872.	Chippewa County, Michigan *
2796.	Middleton town, Massachusetts	2835.	Tyngsborough town, Massachusetts	2873.	Clare County, Michigan *
2797.	Milford town, Massachusetts	2836.	Uxbridge town, Massachusetts	2874.	Clinton charter township, Michigan *
2798.	Millbury town, Massachusetts	2837.	Wakefield town, Massachusetts	2875.	Clinton County, Michigan *
2799.	Milton town, Massachusetts	2838.	Walpole town, Massachusetts	2876.	Commerce charter township, Michigan *
2800.	Nantucket town, Massachusetts	2839.	Wareham town, Massachusetts	2877.	Dearborn city, Michigan *
2801.	Newburyport city, Massachusetts	2840.	Wayland town, Massachusetts	2878.	Dearborn Heights city, Michigan *
2802.	Norfolk town, Massachusetts	2841.	Webster town, Massachusetts	2879.	Delta charter township, Michigan *
2803.	North Adams city, Massachusetts	2842.	Wellesley town, Massachusetts	2880.	Delta County, Michigan *
2804.	North Attleborough town, Massachusetts	2843.	West Springfield Town city, Massachusetts	2881.	Detroit city, Michigan *
2805.	North Reading town, Massachusetts	2844.	Westborough town, Massachusetts	2882.	East Lansing city, Michigan *
2806.	Northampton city, Massachusetts	2845.	Westford town, Massachusetts	2883.	Eastpointe city, Michigan *
2807.	Northborough town, Massachusetts	2846.	Weston town, Massachusetts	2884.	Eaton County, Michigan *
2808.	Northbridge town, Massachusetts	2847.	Westport town, Massachusetts	2885.	Emmet County, Michigan *
2809.	Norton town, Massachusetts	2848.	Westwood town, Massachusetts	2886.	Farmington Hills city, Michigan *
2810.	Norwell town, Massachusetts	2849.	Whitman town, Massachusetts	2887.	Flint charter township, Michigan *
2811.	Norwood town, Massachusetts	2850.	Wilbraham town, Massachusetts	2888.	Flint city, Michigan *
2812.	Oxford town, Massachusetts	2851.	Wilmington town, Massachusetts	2889.	Genesee County, Michigan *
2813.	Palmer Town city, Massachusetts	2852.	Winchendon town, Massachusetts	2890.	Georgetown charter township, Michigan *
2814.	Pembroke town, Massachusetts	2853.	Winchester town, Massachusetts	2891.	Grand Blanc charter township, Michigan *
2815.	Pepperell town, Massachusetts	2854.	Winthrop Town city, Massachusetts	2892.	Grand Rapids city, Michigan *
2816.	Raynham town, Massachusetts	2855.	Wrentham town, Massachusetts	2893.	Grand Traverse County, Michigan *
2817.	Reading town, Massachusetts	2856.	Yarmouth town, Massachusetts	2894.	Gratiot County, Michigan *
2818.	Rehoboth town, Massachusetts	2857.	Allegan County, Michigan *	2895.	Hillsdale County, Michigan *
2819.	Rockland town, Massachusetts	2858.	Ann Arbor city, Michigan *	2896.	Holland charter township, Michigan *
2820.	Sandwich town, Massachusetts	2859.	Barry County, Michigan *	2897.	Holland city, Michigan *
2821.	Saugus town, Massachusetts	2860.	Battle Creek city, Michigan *	2898.	Houghton County, Michigan *
2822.	Scituate town, Massachusetts	2861.	Bay City city, Michigan *	2899.	Huron County, Michigan *
2823.	Seekonk town, Massachusetts	2862.	Bay County, Michigan *	2900.	Independence charter township, Michigan *
2824.	Sharon town, Massachusetts	2863.	Bedford township, Michigan *	2901.	Ingham County, Michigan *
2825.	Somerset town, Massachusetts	2864.	Berrien County, Michigan *	2902.	Ionia County, Michigan *
2826.	South Hadley town, Massachusetts	2865.	Bloomfield charter township, Michigan *	2903.	Isabella County, Michigan *
2827.	Southborough town, Massachusetts	2866.	Branch County, Michigan *	2904.	Jackson city, Michigan *
2828.	Southbridge Town city, Massachusetts	2867.	Brownstown charter township, Michigan *	2905.	Jackson County, Michigan *
2829.	Spencer town, Massachusetts	2868.	Calhoun County, Michigan *	2906.	Kalamazoo city, Michigan *
2830.	Stoneham town, Massachusetts			2907.	Kalamazoo County, Michigan *
				2908.	Kent County, Michigan *
				2909.	Kentwood city, Michigan *

2910.	Lansing city, Michigan *	2951.	Taylor city, Michigan *	2993.	Cascade charter township, Michigan
2911.	Lapeer County, Michigan *	2952.	Troy city, Michigan *	2994.	Charlevoix County, Michigan
2912.	Lenawee County, Michigan *	2953.	Tuscola County, Michigan *	2995.	Cheboygan County, Michigan
2913.	Lincoln Park city, Michigan *	2954.	Van Buren County, Michigan *	2996.	Clawson city, Michigan
2914.	Livingston County, Michigan *	2955.	Warren city, Michigan *	2997.	Coldwater city, Michigan
2915.	Livonia city, Michigan *	2956.	Washtenaw County, Michigan *	2998.	Comstock charter township, Michigan
2916.	Macomb County, Michigan *	2957.	Waterford charter township, Michigan *	2999.	Cooper charter township, Michigan
2917.	Macomb township, Michigan *	2958.	Wayne County, Michigan *	3000.	Crawford County, Michigan
2918.	Marquette County, Michigan *	2959.	West Bloomfield charter township, Michigan *	3001.	Davison township, Michigan
2919.	Mecosta County, Michigan *	2960.	Westland city, Michigan *	3002.	Delhi charter township, Michigan
2920.	Meridian charter township, Michigan *	2961.	Wexford County, Michigan *	3003.	DeWitt charter township, Michigan
2921.	Midland city, Michigan *	2962.	White Lake charter township, Michigan *	3004.	Dickinson County, Michigan
2922.	Midland County, Michigan *	2963.	Wyoming city, Michigan *	3005.	East Bay township, Michigan
2923.	Monroe County, Michigan *	2964.	Ypsilanti charter township, Michigan *	3006.	East Grand Rapids city, Michigan
2924.	Montcalm County, Michigan *	2965.	Ada township, Michigan	3007.	Egelston township, Michigan
2925.	Muskegon city, Michigan *	2966.	Adrian city, Michigan	3008.	Emmett charter township, Michigan
2926.	Muskegon County, Michigan *	2967.	Alcona County, Michigan	3009.	Escanaba city, Michigan
2927.	Newaygo County, Michigan *	2968.	Algoma township, Michigan	3010.	Farmington city, Michigan
2928.	Novi city, Michigan *	2969.	Allen Park city, Michigan	3011.	Fenton charter township, Michigan
2929.	Oakland County, Michigan *	2970.	Allendale charter township, Michigan	3012.	Fenton city, Michigan
2930.	Orion charter township, Michigan *	2971.	Alpena County, Michigan	3013.	Ferndale city, Michigan
2931.	Ottawa County, Michigan *	2972.	Alpine township, Michigan	3014.	Flat Rock city, Michigan
2932.	Pittsfield charter township, Michigan *	2973.	Antrim County, Michigan	3015.	Flushing charter township, Michigan
2933.	Plainfield charter township, Michigan *	2974.	Antwerp township, Michigan	3016.	Fort Gratiot charter township, Michigan
2934.	Pontiac city, Michigan *	2975.	Arenac County, Michigan	3017.	Fraser city, Michigan
2935.	Portage city, Michigan *	2976.	Auburn Hills city, Michigan	3018.	Frenchtown township, Michigan
2936.	Redford charter township, Michigan *	2977.	Bangor charter township, Michigan	3019.	Fruitport charter township, Michigan
2937.	Rochester Hills city, Michigan *	2978.	Bath charter township, Michigan	3020.	Gaines charter township, Michigan
2938.	Roseville city, Michigan *	2979.	Benton charter township, Michigan	3021.	Garden City city, Michigan
2939.	Royal Oak city, Michigan *	2980.	Benzie County, Michigan	3022.	Garfield charter township, Michigan
2940.	Saginaw charter township, Michigan *	2981.	Berkley city, Michigan	3023.	Genesee charter township, Michigan
2941.	Saginaw city, Michigan *	2982.	Beverly Hills village, Michigan	3024.	Genoa township, Michigan
2942.	Saginaw County, Michigan *	2983.	Big Rapids city, Michigan	3025.	Gladwin County, Michigan
2943.	Sanilac County, Michigan *	2984.	Birmingham city, Michigan	3026.	Gogebic County, Michigan
2944.	Shelby charter township, Michigan *	2985.	Blackman charter township, Michigan	3027.	Grand Haven charter township, Michigan
2945.	Shiawassee County, Michigan *	2986.	Brandon charter township, Michigan	3028.	Grand Haven city, Michigan
2946.	Southfield city, Michigan *	2987.	Brighton township, Michigan	3029.	Grand Rapids charter township, Michigan
2947.	St. Clair County, Michigan *	2988.	Burton city, Michigan	3030.	Grandville city, Michigan
2948.	St. Clair Shores city, Michigan *	2989.	Byron township, Michigan		
2949.	St. Joseph County, Michigan *	2990.	Cadillac city, Michigan		
2950.	Sterling Heights city, Michigan *	2991.	Caledonia township, Michigan		
		2992.	Cannon township, Michigan		

3031. Green Oak township, Michigan	3071. Mount Morris township, Michigan	3112. Traverse City city, Michigan
3032. Grosse Ile township, Michigan	3072. Mount Pleasant city, Michigan	3113. Trenton city, Michigan
3033. Grosse Pointe Park city, Michigan	3073. Mundy township, Michigan	3114. Tyrone township, Michigan
3034. Grosse Pointe Woods city, Michigan	3074. Muskegon charter township, Michigan	3115. Union charter township, Michigan
3035. Hamburg township, Michigan	3075. Muskegon Heights city, Michigan	3116. Van Buren charter township, Michigan
3036. Hamtramck city, Michigan	3076. New Baltimore city, Michigan	3117. Vienna charter township, Michigan
3037. Harper Woods city, Michigan	3077. Niles city, Michigan	3118. Walker city, Michigan
3038. Harrison charter township, Michigan	3078. Niles township, Michigan	3119. Washington township, Michigan
3039. Hartland township, Michigan	3079. Northville township, Michigan	3120. Wayne city, Michigan
3040. Hazel Park city, Michigan	3080. Norton Shores city, Michigan	3121. Wixom city, Michigan
3041. Highland charter township, Michigan	3081. Oak Park city, Michigan	3122. Woodhaven city, Michigan
3042. Highland Park city, Michigan	3082. Oakland charter township, Michigan	3123. Wyandotte city, Michigan
3043. Holly township, Michigan	3083. Oceana County, Michigan	3124. Ypsilanti city, Michigan
3044. Huron charter township, Michigan	3084. Oceola township, Michigan	3125. Zeeland charter township, Michigan
3045. Inkster city, Michigan	3085. Ogemaw County, Michigan	3126. Andover city, Minnesota *
3046. Ionia city, Michigan	3086. Osceola County, Michigan	3127. Anoka County, Minnesota *
3047. Iosco County, Michigan	3087. Oshtemo charter township, Michigan	3128. Apple Valley city, Minnesota *
3048. Iron County, Michigan	3088. Otsego County, Michigan	3129. Becker County, Minnesota *
3049. Kalamazoo charter township, Michigan	3089. Owosso city, Michigan	3130. Beltrami County, Minnesota *
3050. Kalkaska County, Michigan	3090. Oxford charter township, Michigan	3131. Benton County, Minnesota *
3051. Lake County, Michigan	3091. Park township, Michigan	3132. Blaine city, Minnesota *
3052. Leelanau County, Michigan	3092. Plymouth charter township, Michigan	3133. Bloomington city, Minnesota *
3053. Lenox township, Michigan	3093. Port Huron charter township, Michigan	3134. Blue Earth County, Minnesota *
3054. Leoni township, Michigan	3094. Port Huron city, Michigan	3135. Brooklyn Center city, Minnesota *
3055. Lincoln charter township, Michigan	3095. Presque Isle County, Michigan	3136. Brooklyn Park city, Minnesota *
3056. Lyon charter township, Michigan	3096. Riverview city, Michigan	3137. Burnsville city, Minnesota *
3057. Mackinac County, Michigan	3097. Rochester city, Michigan	3138. Carlton County, Minnesota *
3058. Madison Heights city, Michigan	3098. Romulus city, Michigan	3139. Carver County, Minnesota *
3059. Manistee County, Michigan	3099. Roscommon County, Michigan	3140. Chisago County, Minnesota *
3060. Marion township, Michigan	3100. Sault Ste. Marie city, Michigan	3141. Clay County, Minnesota *
3061. Marquette city, Michigan	3101. Scio township, Michigan	3142. Coon Rapids city, Minnesota *
3062. Mason County, Michigan	3102. South Lyon city, Michigan	3143. Cottage Grove city, Minnesota *
3063. Melvindale city, Michigan	3103. Southfield township, Michigan	3144. Crow Wing County, Minnesota *
3064. Menominee County, Michigan	3104. Southgate city, Michigan	3145. Dakota County, Minnesota *
3065. Milford charter township, Michigan	3105. Spring Lake township, Michigan	3146. Douglas County, Minnesota *
3066. Missaukee County, Michigan	3106. Springfield charter township, Michigan	3147. Duluth city, Minnesota *
3067. Monitor charter township, Michigan	3107. Sturgis city, Michigan	3148. Eagan city, Minnesota *
3068. Monroe charter township, Michigan	3108. Summit township, Michigan	3149. Eden Prairie city, Minnesota *
3069. Monroe city, Michigan	3109. Superior charter township, Michigan	3150. Edina city, Minnesota *
3070. Mount Clemens city, Michigan	3110. Texas charter township, Michigan	3151. Freeborn County, Minnesota *
	3111. Thomas township, Michigan	3152. Goodhue County, Minnesota *
		3153. Hennepin County, Minnesota *

3154. Inver Grove Heights city, Minnesota *	3202. Buffalo city, Minnesota	3252. North Mankato city, Minnesota
3155. Isanti County, Minnesota *	3203. Cass County, Minnesota	3253. North St. Paul city, Minnesota
3156. Itasca County, Minnesota *	3204. Champlin city, Minnesota	3254. Northfield city, Minnesota
3157. Kandiyohi County, Minnesota *	3205. Chanhassen city, Minnesota	3255. Oakdale city, Minnesota
3158. Lakeville city, Minnesota *	3206. Chaska city, Minnesota	3256. Otsego city, Minnesota
3159. Mankato city, Minnesota *	3207. Chippewa County, Minnesota	3257. Owatonna city, Minnesota
3160. Maple Grove city, Minnesota *	3208. Cloquet city, Minnesota	3258. Pennington County, Minnesota
3161. Maplewood city, Minnesota *	3209. Columbia Heights city, Minnesota	3259. Pine County, Minnesota
3162. McLeod County, Minnesota *	3210. Cottonwood County, Minnesota	3260. Pope County, Minnesota
3163. Minneapolis city, Minnesota *	3211. Crystal city, Minnesota	3261. Prior Lake city, Minnesota
3164. Minnetonka city, Minnesota *	3212. Dodge County, Minnesota	3262. Ramsey city, Minnesota
3165. Moorhead city, Minnesota *	3213. East Bethel city, Minnesota	3263. Red Wing city, Minnesota
3166. Morrison County, Minnesota *	3214. Elk River city, Minnesota	3264. Redwood County, Minnesota
3167. Mower County, Minnesota *	3215. Fairmont city, Minnesota	3265. Renville County, Minnesota
3168. Nicollet County, Minnesota *	3216. Faribault city, Minnesota	3266. Robbinsdale city, Minnesota
3169. Olmsted County, Minnesota *	3217. Faribault County, Minnesota	3267. Rogers city, Minnesota
3170. Otter Tail County, Minnesota *	3218. Farmington city, Minnesota	3268. Roseau County, Minnesota
3171. Plymouth city, Minnesota *	3219. Fergus Falls city, Minnesota	3269. Rosemount city, Minnesota
3172. Polk County, Minnesota *	3220. Fillmore County, Minnesota	3270. Sartell city, Minnesota
3173. Ramsey County, Minnesota *	3221. Forest Lake city, Minnesota	3271. Sauk Rapids city, Minnesota
3174. Rice County, Minnesota *	3222. Fridley city, Minnesota	3272. Shoreview city, Minnesota
3175. Richfield city, Minnesota *	3223. Golden Valley city, Minnesota	3273. Sibley County, Minnesota
3176. Rochester city, Minnesota *	3224. Grand Rapids city, Minnesota	3274. South St. Paul city, Minnesota
3177. Roseville city, Minnesota *	3225. Ham Lake city, Minnesota	3275. St. Michael city, Minnesota
3178. Savage city, Minnesota *	3226. Hastings city, Minnesota	3276. St. Peter city, Minnesota
3179. Scott County, Minnesota *	3227. Hibbing city, Minnesota	3277. Stillwater city, Minnesota
3180. Shakopee city, Minnesota *	3228. Hopkins city, Minnesota	3278. Todd County, Minnesota
3181. Sherburne County, Minnesota *	3229. Houston County, Minnesota	3279. Vadnais Heights city, Minnesota
3182. St. Cloud city, Minnesota *	3230. Hubbard County, Minnesota	3280. Victoria city, Minnesota
3183. St. Louis County, Minnesota *	3231. Hugo city, Minnesota	3281. Wabasha County, Minnesota
3184. St. Louis Park city, Minnesota *	3232. Hutchinson city, Minnesota	3282. Waconia city, Minnesota
3185. St. Paul city, Minnesota *	3233. Kanabec County, Minnesota	3283. Wadena County, Minnesota
3186. Stearns County, Minnesota *	3234. Koochiching County, Minnesota	3284. Waseca County, Minnesota
3187. Steele County, Minnesota *	3235. Lake County, Minnesota	3285. Watonwan County, Minnesota
3188. Washington County, Minnesota *	3236. Le Sueur County, Minnesota	3286. West St. Paul city, Minnesota
3189. Winona County, Minnesota *	3237. Lino Lakes city, Minnesota	3287. White Bear Lake city, Minnesota
3190. Woodbury city, Minnesota *	3238. Little Canada city, Minnesota	3288. White Bear township, Minnesota
3191. Wright County, Minnesota *	3239. Lyon County, Minnesota	3289. Willmar city, Minnesota
3192. Aitkin County, Minnesota	3240. Marshall city, Minnesota	3290. Winona city, Minnesota
3193. Albert Lea city, Minnesota	3241. Martin County, Minnesota	3291. Worthington city, Minnesota
3194. Alexandria city, Minnesota	3242. Meeker County, Minnesota	3292. Adams County, Mississippi *
3195. Anoka city, Minnesota	3243. Mendota Heights city, Minnesota	3293. Alcorn County, Mississippi *
3196. Arden Hills city, Minnesota	3244. Mille Lacs County, Minnesota	3294. Biloxi city, Mississippi *
3197. Austin city, Minnesota	3245. Monticello city, Minnesota	3295. Bolivar County, Mississippi *
3198. Bemidji city, Minnesota	3246. Mounds View city, Minnesota	3296. DeSoto County, Mississippi *
3199. Big Lake city, Minnesota	3247. New Brighton city, Minnesota	3297. Forrest County, Mississippi *
3200. Brainerd city, Minnesota	3248. New Hope city, Minnesota	3298. Gulfport city, Mississippi *
3201. Brown County, Minnesota	3249. New Ulm city, Minnesota	3299. Hancock County, Mississippi *
	3250. Nobles County, Minnesota	3300. Harrison County, Mississippi *
	3251. North Branch city, Minnesota	

3301.	Hattiesburg city, Mississippi *	3345.	Covington County, Mississippi	3395.	Wayne County, Mississippi
3302.	Hinds County, Mississippi *	3346.	D'Iberville city, Mississippi	3396.	West Point city, Mississippi
3303.	Jackson city, Mississippi *	3347.	Gautier city, Mississippi	3397.	Winston County, Mississippi
3304.	Jackson County, Mississippi *	3348.	George County, Mississippi	3398.	Yalobusha County, Mississippi
3305.	Jones County, Mississippi *	3349.	Greene County, Mississippi	3399.	Yazoo City city, Mississippi
3306.	Lafayette County, Mississippi *	3350.	Greenville city, Mississippi	3400.	Yazoo County, Mississippi
3307.	Lamar County, Mississippi *	3351.	Greenwood city, Mississippi	3401.	Ballwin city, Missouri *
3308.	Lauderdale County, Mississippi *	3352.	Grenada city, Mississippi	3402.	Barry County, Missouri *
3309.	Lee County, Mississippi *	3353.	Grenada County, Mississippi	3403.	Blue Springs city, Missouri *
3310.	Lincoln County, Mississippi *	3354.	Hernando city, Mississippi	3404.	Boone County, Missouri *
3311.	Lowndes County, Mississippi *	3355.	Holmes County, Mississippi	3405.	Buchanan County, Missouri *
3312.	Madison County, Mississippi *	3356.	Horn Lake city, Mississippi	3406.	Butler County, Missouri *
3313.	Marshall County, Mississippi *	3357.	Itawamba County, Mississippi	3407.	Callaway County, Missouri *
3314.	Meridian city, Mississippi *	3358.	Jasper County, Mississippi	3408.	Camden County, Missouri *
3315.	Monroe County, Mississippi *	3359.	Jefferson Davis County, Mississippi	3409.	Cape Girardeau city, Missouri *
3316.	Oktibbeha County, Mississippi *	3360.	Laurel city, Mississippi	3410.	Cape Girardeau County, Missouri *
3317.	Olive Branch city, Mississippi *	3361.	Lawrence County, Mississippi	3411.	Cass County, Missouri *
3318.	Panola County, Mississippi *	3362.	Leake County, Mississippi	3412.	Chesterfield city, Missouri *
3319.	Pearl River County, Mississippi *	3363.	Leflore County, Mississippi	3413.	Christian County, Missouri *
3320.	Pike County, Mississippi *	3364.	Long Beach city, Mississippi	3414.	Clay County, Missouri *
3321.	Pontotoc County, Mississippi *	3365.	Madison city, Mississippi	3415.	Cole County, Missouri *
3322.	Rankin County, Mississippi *	3366.	Marion County, Mississippi	3416.	Columbia city, Missouri *
3323.	Southaven city, Mississippi *	3367.	McComb city, Mississippi	3417.	Florissant city, Missouri *
3324.	Tupelo city, Mississippi *	3368.	Moss Point city, Mississippi	3418.	Franklin County, Missouri *
3325.	Warren County, Mississippi *	3369.	Natchez city, Mississippi	3419.	Greene County, Missouri *
3326.	Washington County, Mississippi *	3370.	Neshoba County, Mississippi	3420.	Howell County, Missouri *
3327.	Amite County, Mississippi	3371.	Newton County, Mississippi	3421.	Independence city, Missouri *
3328.	Attala County, Mississippi	3372.	Noxubee County, Mississippi	3422.	Jackson County, Missouri *
3329.	Bay St. Louis city, Mississippi	3373.	Ocean Springs city, Mississippi	3423.	Jasper County, Missouri *
3330.	Brandon city, Mississippi	3374.	Oxford city, Mississippi	3424.	Jefferson City city, Missouri *
3331.	Brookhaven city, Mississippi	3375.	Pascagoula city, Mississippi	3425.	Jefferson County, Missouri *
3332.	Byram city, Mississippi	3376.	Pearl city, Mississippi	3426.	Johnson County, Missouri *
3333.	Calhoun County, Mississippi	3377.	Perry County, Mississippi	3427.	Joplin city, Missouri *
3334.	Canton city, Mississippi	3378.	Petal city, Mississippi	3428.	Kansas City city, Missouri *
3335.	Chickasaw County, Mississippi	3379.	Picayune city, Mississippi	3429.	Laclede County, Missouri *
3336.	Clarke County, Mississippi	3380.	Prentiss County, Mississippi	3430.	Lafayette County, Missouri *
3337.	Clarksdale city, Mississippi	3381.	Ridgeland city, Mississippi	3431.	Lawrence County, Missouri *
3338.	Clay County, Mississippi	3382.	Scott County, Mississippi	3432.	Lee's Summit city, Missouri *
3339.	Cleveland city, Mississippi	3383.	Simpson County, Mississippi	3433.	Liberty city, Missouri *
3340.	Clinton city, Mississippi	3384.	Smith County, Mississippi	3434.	Lincoln County, Missouri *
3341.	Coahoma County, Mississippi	3385.	Starkville city, Mississippi	3435.	Newton County, Missouri *
3342.	Columbus city, Mississippi	3386.	Stone County, Mississippi	3436.	O'Fallon city, Missouri *
3343.	Copiah County, Mississippi	3387.	Sunflower County, Mississippi	3437.	Pettis County, Missouri *
3344.	Corinth city, Mississippi	3388.	Tallahatchie County, Mississippi	3438.	Phelps County, Missouri *
		3389.	Tate County, Mississippi	3439.	Platte County, Missouri *
		3390.	Tippah County, Mississippi	3440.	Polk County, Missouri *
		3391.	Tishomingo County, Mississippi	3441.	Pulaski County, Missouri *
		3392.	Union County, Mississippi	3442.	Scott County, Missouri *
		3393.	Vicksburg city, Mississippi	3443.	Springfield city, Missouri *
		3394.	Walthall County, Mississippi	3444.	St. Charles city, Missouri *
				3445.	St. Charles County, Missouri *

3446. St. Francois County, Missouri *	3496. Harrisonville city, Missouri	3549. Saline County, Missouri
3447. St. Joseph city, Missouri *	3497. Hazelwood city, Missouri	3550. Sedalia city, Missouri
3448. St. Louis city, Missouri *	3498. Henry County, Missouri	3551. Sikeston city, Missouri
3449. St. Louis County, Missouri *	3499. Howard County, Missouri	3552. Smithville city, Missouri
3450. St. Peters city, Missouri *	3500. Independence township, Missouri	3553. St. Ann city, Missouri
3451. Stone County, Missouri *	3501. Iron County, Missouri	3554. Ste. Genevieve County, Missouri
3452. Taney County, Missouri *	3502. Jackson city, Missouri	3555. Stoddard County, Missouri
3453. University City city, Missouri *	3503. Jennings city, Missouri	3556. Texas County, Missouri
3454. Warren County, Missouri *	3504. Kearney city, Missouri	3557. Town and Country city, Missouri
3455. Webster County, Missouri *	3505. Kennett city, Missouri	3558. Troy city, Missouri
3456. Wentzville city, Missouri *	3506. Kirksville city, Missouri	3559. Union city, Missouri
3457. Wildwood city, Missouri *	3507. Kirkwood city, Missouri	3560. Vernon County, Missouri
3458. Adair County, Missouri	3508. Lake St. Louis city, Missouri	3561. Warrensburg city, Missouri
3459. Andrew County, Missouri	3509. Lebanon city, Missouri	3562. Washington city, Missouri
3460. Arnold city, Missouri	3510. Liberty township, Missouri	3563. Washington County, Missouri
3461. Audrain County, Missouri	3511. Linn County, Missouri	3564. Wayne County, Missouri
3462. Barton County, Missouri	3512. Livingston County, Missouri	3565. Webb City city, Missouri
3463. Bates County, Missouri	3513. Macon County, Missouri	3566. Webster Groves city, Missouri
3464. Bellefontaine Neighbors city, Missouri	3514. Madison County, Missouri	3567. West Plains city, Missouri
3465. Belton city, Missouri	3515. Manchester city, Missouri	3568. Wright County, Missouri
3466. Benton County, Missouri	3516. Marion County, Missouri	3569. Billings city, Montana *
3467. Bolivar city, Missouri	3517. Marshall city, Missouri	3570. Bozeman city, Montana *
3468. Bollinger County, Missouri	3518. Maryland Heights city, Missouri	3571. Butte-Silver Bow, Montana *
3469. Branson city, Missouri	3519. Maryville city, Missouri	3572. Cascade County, Montana *
3470. Bridgeton city, Missouri	3520. McDonald County, Missouri	3573. Flathead County, Montana *
3471. Carthage city, Missouri	3521. Mexico city, Missouri	3574. Gallatin County, Montana *
3472. Cedar County, Missouri	3522. Miller County, Missouri	3575. Great Falls city, Montana *
3473. Clayton city, Missouri	3523. Mississippi County, Missouri	3576. Helena city, Montana *
3474. Clinton County, Missouri	3524. Moberly city, Missouri	3577. Lake County, Montana *
3475. Cooper County, Missouri	3525. Moniteau County, Missouri	3578. Lewis and Clark County, Montana *
3476. Crawford County, Missouri	3526. Montgomery County, Missouri	3579. Missoula city, Montana *
3477. Crestwood city, Missouri	3527. Morgan County, Missouri	3580. Missoula County, Montana *
3478. Creve Coeur city, Missouri	3528. Neosho city, Missouri	3581. Ravalli County, Montana *
3479. Dallas County, Missouri	3529. New Madrid County, Missouri	3582. Yellowstone County, Montana *
3480. Dardenne Prairie city, Missouri	3530. Nixa city, Missouri	
3481. DeKalb County, Missouri	3531. Nodaway County, Missouri	3583. Big Horn County, Montana
3482. Dent County, Missouri	3532. Oregon County, Missouri	3584. Carbon County, Montana
3483. Douglas County, Missouri	3533. Osage County, Missouri	3585. Custer County, Montana
3484. Dunklin County, Missouri	3534. Overland city, Missouri	3586. Fergus County, Montana
3485. Eureka city, Missouri	3535. Ozark city, Missouri	3587. Glacier County, Montana
3486. Excelsior Springs city, Missouri	3536. Pemiscot County, Missouri	3588. Hill County, Montana
3487. Farmington city, Missouri	3537. Perry County, Missouri	3589. Jefferson County, Montana
3488. Ferguson city, Missouri	3538. Pike County, Missouri	3590. Kalispell city, Montana
3489. Festus city, Missouri	3539. Polk township, Missouri	3591. Lincoln County, Montana
3490. Fulton city, Missouri	3540. Poplar Bluff city, Missouri	3592. Park County, Montana
3491. Gasconade County, Missouri	3541. Ralls County, Missouri	3593. Richland County, Montana
3492. Gladstone city, Missouri	3542. Randolph County, Missouri	3594. Roosevelt County, Montana
3493. Grain Valley city, Missouri	3543. Ray County, Missouri	3595. Sanders County, Montana
3494. Grandview city, Missouri	3544. Raymore city, Missouri	3596. Adams County, Nebraska *
3495. Hannibal city, Missouri	3545. Raytown city, Missouri	3597. Bellevue city, Nebraska *
	3546. Republic city, Missouri	3598. Buffalo County, Nebraska *
	3547. Ripley County, Missouri	3599. Dodge County, Nebraska *
	3548. Rolla city, Missouri	

3600.	Douglas County, Nebraska *	3652.	Elko city, Nevada	3684.	Keene city, New Hampshire
3601.	Grand Island city, Nebraska *	3653.	Fernley city, Nevada	3685.	Laconia city, New Hampshire
3602.	Hall County, Nebraska *	3654.	Humboldt County, Nevada	3686.	Lebanon city, New Hampshire
3603.	Kearney city, Nebraska *	3655.	Mesquite city, Nevada	3687.	Londonderry town, New Hampshire
3604.	Lancaster County, Nebraska *	3656.	Belknap County, New Hampshire *	3688.	Merrimack town, New Hampshire
3605.	Lincoln city, Nebraska *	3657.	Carroll County, New Hampshire *	3689.	Milford town, New Hampshire
3606.	Lincoln County, Nebraska *	3658.	Cheshire County, New Hampshire *	3690.	Pelham town, New Hampshire
3607.	Madison County, Nebraska *	3659.	Concord city, New Hampshire *	3691.	Portsmouth city, New Hampshire
3608.	Omaha city, Nebraska *	3660.	Coos County, New Hampshire *	3692.	Raymond town, New Hampshire
3609.	Platte County, Nebraska *	3661.	Derry town, New Hampshire *	3693.	Salem town, New Hampshire
3610.	Sarpy County, Nebraska *	3662.	Dover city, New Hampshire *	3694.	Somersworth city, New Hampshire
3611.	Scotts Bluff County, Nebraska *	3663.	Grafton County, New Hampshire *	3695.	Windham town, New Hampshire
3612.	Beatrice city, Nebraska	3664.	Hillsborough County, New Hampshire *	3696.	Atlantic City city, New Jersey *
3613.	Box Butte County, Nebraska	3665.	Manchester city, New Hampshire *	3697.	Atlantic County, New Jersey *
3614.	Cass County, Nebraska	3666.	Merrimack County, New Hampshire *	3698.	Bayonne city, New Jersey *
3615.	Colfax County, Nebraska	3667.	Nashua city, New Hampshire *	3699.	Belleville township, New Jersey *
3616.	Columbus city, Nebraska	3668.	Rochester city, New Hampshire *	3700.	Bergen County, New Jersey *
3617.	Custer County, Nebraska	3669.	Rockingham County, New Hampshire *	3701.	Berkeley township, New Jersey *
3618.	Dakota County, Nebraska	3670.	Strafford County, New Hampshire *	3702.	Bloomfield township, New Jersey *
3619.	Dawson County, Nebraska	3671.	Sullivan County, New Hampshire *	3703.	Brick township, New Jersey *
3620.	Fremont city, Nebraska	3672.	Amherst town, New Hampshire	3704.	Bridgewater township, New Jersey *
3621.	Gage County, Nebraska	3673.	Bedford town, New Hampshire	3705.	Burlington County, New Jersey *
3622.	Hastings city, Nebraska	3674.	Berlin city, New Hampshire	3706.	Camden city, New Jersey *
3623.	Holt County, Nebraska	3675.	Claremont city, New Hampshire	3707.	Camden County, New Jersey *
3624.	La Vista city, Nebraska	3676.	Conway town, New Hampshire	3708.	Cape May County, New Jersey *
3625.	Lexington city, Nebraska	3677.	Durham town, New Hampshire	3709.	Cherry Hill township, New Jersey *
3626.	Norfolk city, Nebraska	3678.	Exeter town, New Hampshire	3710.	City of Orange township, New Jersey *
3627.	North Platte city, Nebraska	3679.	Goffstown town, New Hampshire	3711.	Clifton city, New Jersey *
3628.	Otoe County, Nebraska	3680.	Hampton town, New Hampshire	3712.	Cumberland County, New Jersey *
3629.	Papillion city, Nebraska	3681.	Hanover town, New Hampshire	3713.	Deptford township, New Jersey *
3630.	Red Willow County, Nebraska	3682.	Hooksett town, New Hampshire	3714.	East Brunswick township, New Jersey *
3631.	Saline County, Nebraska	3683.	Hudson town, New Hampshire	3715.	East Orange city, New Jersey *
3632.	Saunders County, Nebraska			3716.	Edison township, New Jersey *
3633.	Scottsbluff city, Nebraska			3717.	Egg Harbor township, New Jersey *
3634.	Seward County, Nebraska				
3635.	South Sioux City city, Nebraska				
3636.	Washington County, Nebraska				
3637.	York County, Nebraska				
3638.	Carson City, Nevada *				
3639.	Clark County, Nevada *				
3640.	Douglas County, Nevada *				
3641.	Elko County, Nevada *				
3642.	Henderson city, Nevada *				
3643.	Las Vegas city, Nevada *				
3644.	Lyon County, Nevada *				
3645.	North Las Vegas city, Nevada *				
3646.	Nye County, Nevada *				
3647.	Reno city, Nevada *				
3648.	Sparks city, Nevada *				
3649.	Washoe County, Nevada *				
3650.	Boulder City city, Nevada				
3651.	Churchill County, Nevada				

3718. Elizabeth city, New Jersey *	3751. Middletown township, New Jersey *	3786. Washington township, New Jersey *
3719. Essex County, New Jersey *	3752. Monmouth County, New Jersey *	3787. Wayne township, New Jersey *
3720. Evesham township, New Jersey *	3753. Monroe township, New Jersey *	3788. West New York town, New Jersey *
3721. Ewing township, New Jersey *	3754. Monroe township, New Jersey *	3789. West Orange township, New Jersey *
3722. Fair Lawn borough, New Jersey *	3755. Montclair township, New Jersey *	3790. Willingboro township, New Jersey *
3723. Fort Lee borough, New Jersey *	3756. Morris County, New Jersey *	3791. Winslow township, New Jersey *
3724. Franklin township, New Jersey *	3757. Mount Laurel township, New Jersey *	3792. Woodbridge township, New Jersey *
3725. Freehold township, New Jersey *	3758. New Brunswick city, New Jersey *	3793. Aberdeen township, New Jersey
3726. Galloway township, New Jersey *	3759. Newark city, New Jersey *	3794. Asbury Park city, New Jersey
3727. Garfield city, New Jersey *	3760. North Bergen township, New Jersey *	3795. Barnegat township, New Jersey
3728. Gloucester County, New Jersey *	3761. North Brunswick township, New Jersey *	3796. Beachwood borough, New Jersey
3729. Gloucester township, New Jersey *	3762. Ocean County, New Jersey *	3797. Bellmawr borough, New Jersey
3730. Hackensack city, New Jersey *	3763. Old Bridge township, New Jersey *	3798. Bergenfield borough, New Jersey
3731. Hamilton township, New Jersey *	3764. Parsippany-Troy Hills township, New Jersey *	3799. Berkeley Heights township, New Jersey
3732. Hillsborough township, New Jersey *	3765. Passaic city, New Jersey *	3800. Bernards township, New Jersey
3733. Hoboken city, New Jersey *	3766. Passaic County, New Jersey *	3801. Bordentown township, New Jersey
3734. Howell township, New Jersey *	3767. Paterson city, New Jersey *	3802. Bound Brook borough, New Jersey
3735. Hudson County, New Jersey *	3768. Pennsauken township, New Jersey *	3803. Branchburg township, New Jersey
3736. Hunterdon County, New Jersey *	3769. Perth Amboy city, New Jersey *	3804. Bridgeton city, New Jersey
3737. Irvington township, New Jersey *	3770. Piscataway township, New Jersey *	3805. Burlington township, New Jersey
3738. Jackson township, New Jersey *	3771. Plainfield city, New Jersey *	3806. Carteret borough, New Jersey
3739. Jersey City city, New Jersey *	3772. Princeton, New Jersey *	3807. Cedar Grove township, New Jersey
3740. Kearny town, New Jersey *	3773. Salem County, New Jersey *	3808. Chatham township, New Jersey
3741. Lakewood township, New Jersey *	3774. Sayreville borough, New Jersey *	3809. Cinnaminson township, New Jersey
3742. Lawrence township, New Jersey *	3775. Somerset County, New Jersey *	3810. Clark township, New Jersey
3743. Linden city, New Jersey *	3776. South Brunswick township, New Jersey *	3811. Cliffside Park borough, New Jersey
3744. Livingston township, New Jersey *	3777. Sussex County, New Jersey *	3812. Clinton township, New Jersey
3745. Long Branch city, New Jersey *	3778. Teaneck township, New Jersey *	3813. Collingswood borough, New Jersey
3746. Manalapan township, New Jersey *	3779. Toms River township, New Jersey *	3814. Cranford township, New Jersey
3747. Manchester township, New Jersey *	3780. Trenton city, New Jersey *	3815. Delran township, New Jersey
3748. Marlboro township, New Jersey *	3781. Union City city, New Jersey *	
3749. Mercer County, New Jersey *	3782. Union County, New Jersey *	
3750. Middlesex County, New Jersey *	3783. Union township, New Jersey *	
	3784. Vineland city, New Jersey *	
	3785. Warren County, New Jersey *	

3816. Denville township, New Jersey	3850. Hopatcong borough, New Jersey	3883. New Milford borough, New Jersey
3817. Dover town, New Jersey	3851. Hopewell township, New Jersey	3884. New Providence borough, New Jersey
3818. Dumont borough, New Jersey	3852. Jefferson township, New Jersey	3885. North Arlington borough, New Jersey
3819. East Greenwich township, New Jersey	3853. Lacey township, New Jersey	3886. North Plainfield borough, New Jersey
3820. East Hanover township, New Jersey	3854. Lincoln Park borough, New Jersey	3887. Nutley township, New Jersey
3821. East Windsor township, New Jersey	3855. Lindenwold borough, New Jersey	3888. Oakland borough, New Jersey
3822. Eatontown borough, New Jersey	3856. Little Egg Harbor township, New Jersey	3889. Ocean City city, New Jersey
3823. Edgewater borough, New Jersey	3857. Little Falls township, New Jersey	3890. Ocean township, New Jersey
3824. Elmwood Park borough, New Jersey	3858. Little Ferry borough, New Jersey	3891. Palisades Park borough, New Jersey
3825. Englewood city, New Jersey	3859. Lodi borough, New Jersey	3892. Paramus borough, New Jersey
3826. Fairview borough, New Jersey	3860. Lower township, New Jersey	3893. Pemberton township, New Jersey
3827. Florence township, New Jersey	3861. Lumberton township, New Jersey	3894. Pennsville township, New Jersey
3828. Florham Park borough, New Jersey	3862. Lyndhurst township, New Jersey	3895. Pequannock township, New Jersey
3829. Franklin Lakes borough, New Jersey	3863. Madison borough, New Jersey	3896. Phillipsburg town, New Jersey
3830. Franklin township, New Jersey	3864. Mahwah township, New Jersey	3897. Pine Hill borough, New Jersey
3831. Freehold borough, New Jersey	3865. Mantua township, New Jersey	3898. Plainsboro township, New Jersey
3832. Glassboro borough, New Jersey	3866. Manville borough, New Jersey	3899. Pleasantville city, New Jersey
3833. Glen Rock borough, New Jersey	3867. Maple Shade township, New Jersey	3900. Point Pleasant borough, New Jersey
3834. Gloucester City city, New Jersey	3868. Maplewood township, New Jersey	3901. Pompton Lakes borough, New Jersey
3835. Guttenberg town, New Jersey	3869. Medford township, New Jersey	3902. Rahway city, New Jersey
3836. Haddon township, New Jersey	3870. Metuchen borough, New Jersey	3903. Ramsey borough, New Jersey
3837. Haddonfield borough, New Jersey	3871. Middle township, New Jersey	3904. Randolph township, New Jersey
3838. Hamilton township, New Jersey	3872. Middlesex borough, New Jersey	3905. Raritan township, New Jersey
3839. Hammonton town, New Jersey	3873. Millburn township, New Jersey	3906. Readington township, New Jersey
3840. Hanover township, New Jersey	3874. Millstone township, New Jersey	3907. Red Bank borough, New Jersey
3841. Harrison town, New Jersey	3875. Millville city, New Jersey	3908. Ridgefield borough, New Jersey
3842. Harrison township, New Jersey	3876. Montgomery township, New Jersey	3909. Ridgefield Park village, New Jersey
3843. Hasbrouck Heights borough, New Jersey	3877. Montville township, New Jersey	3910. Ridgewood village, New Jersey
3844. Hawthorne borough, New Jersey	3878. Moorestown township, New Jersey	3911. Ringwood borough, New Jersey
3845. Hazlet township, New Jersey	3879. Morris township, New Jersey	3912. River Edge borough, New Jersey
3846. Highland Park borough, New Jersey	3880. Morristown town, New Jersey	3913. Robbinsville township, New Jersey
3847. Hillsdale borough, New Jersey	3881. Mount Olive township, New Jersey	3914. Rockaway township, New Jersey
3848. Hillside township, New Jersey	3882. Neptune township, New Jersey	3915. Roselle borough, New Jersey
3849. Holmdel township, New Jersey		

3916.	Roselle Park borough, New Jersey	3949.	West Deptford township, New Jersey	3983.	Cibola County, New Mexico
3917.	Roxbury township, New Jersey	3950.	West Milford township, New Jersey	3984.	Colfax County, New Mexico
3918.	Rutherford borough, New Jersey	3951.	West Windsor township, New Jersey	3985.	Deming city, New Mexico
3919.	Saddle Brook township, New Jersey	3952.	Westfield town, New Jersey	3986.	Española city, New Mexico
3920.	Scotch Plains township, New Jersey	3953.	Westwood borough, New Jersey	3987.	Gallup city, New Mexico
3921.	Secaucus town, New Jersey	3954.	Woodland Park borough, New Jersey	3988.	Grant County, New Mexico
3922.	Somers Point city, New Jersey	3955.	Woolwich township, New Jersey	3989.	Las Vegas city, New Mexico
3923.	Somerville borough, New Jersey	3956.	Wyckoff township, New Jersey	3990.	Lincoln County, New Mexico
3924.	South Orange Village township, New Jersey	3957.	Alamogordo city, New Mexico *	3991.	Los Alamos County, New Mexico
3925.	South Plainfield borough, New Jersey	3958.	Albuquerque city, New Mexico *	3992.	Los Lunas village, New Mexico
3926.	South River borough, New Jersey	3959.	Bernalillo County, New Mexico *	3993.	Lovington city, New Mexico
3927.	Southampton township, New Jersey	3960.	Chaves County, New Mexico *	3994.	Luna County, New Mexico
3928.	Sparta township, New Jersey	3961.	Clovis city, New Mexico *	3995.	Portales city, New Mexico
3929.	Springfield township, New Jersey	3962.	Curry County, New Mexico *	3996.	Roosevelt County, New Mexico
3930.	Stafford township, New Jersey	3963.	Doña Ana County, New Mexico *	3997.	San Miguel County, New Mexico
3931.	Summit city, New Jersey	3964.	Eddy County, New Mexico *	3998.	Sierra County, New Mexico
3932.	Tenafly borough, New Jersey	3965.	Farmington city, New Mexico *	3999.	Socorro County, New Mexico
3933.	Tinton Falls borough, New Jersey	3966.	Hobbs city, New Mexico *	4000.	Sunland Park city, New Mexico
3934.	Totowa borough, New Jersey	3967.	Las Cruces city, New Mexico *	4001.	Torrance County, New Mexico
3935.	Upper township, New Jersey	3968.	Lea County, New Mexico *	4002.	Albany city, New York *
3936.	Vernon township, New Jersey	3969.	McKinley County, New Mexico *	4003.	Albany County, New York *
3937.	Verona township, New Jersey	3970.	Otero County, New Mexico *	4004.	Allegany County, New York *
3938.	Voorhees township, New Jersey	3971.	Rio Arriba County, New Mexico *	4005.	Amherst town, New York *
3939.	Waldwick borough, New Jersey	3972.	Rio Rancho city, New Mexico *	4006.	Babylon town, New York *
3940.	Wall township, New Jersey	3973.	Roswell city, New Mexico *	4007.	Bethlehem town, New York *
3941.	Wallington borough, New Jersey	3974.	San Juan County, New Mexico *	4008.	Binghamton city, New York *
3942.	Wanaque borough, New Jersey	3975.	Sandoval County, New Mexico *	4009.	Brighton town, New York *
3943.	Wantage township, New Jersey	3976.	Santa Fe city, New Mexico *	4010.	Brookhaven town, New York *
3944.	Warren township, New Jersey	3977.	Santa Fe County, New Mexico *	4011.	Broome County, New York *
3945.	Washington township, New Jersey	3978.	Taos County, New Mexico *	4012.	Buffalo city, New York *
3946.	Waterford township, New Jersey	3979.	Valencia County, New Mexico *	4013.	Carmel town, New York *
3947.	Weehawken township, New Jersey	3980.	Artesia city, New Mexico	4014.	Cattaraugus County, New York *
3948.	West Caldwell township, New Jersey	3981.	Bernalillo town, New Mexico	4015.	Cayuga County, New York *
		3982.	Carlsbad city, New Mexico	4016.	Chautauqua County, New York *
				4017.	Cheektowaga town, New York *
				4018.	Chemung County, New York *
				4019.	Chenango County, New York *
				4020.	Cicero town, New York *
				4021.	Clarence town, New York *
				4022.	Clarkstown town, New York *
				4023.	Clay town, New York *
				4024.	Clifton Park town, New York *

4025. Clinton County, New York *	4068. Niagara Falls city, New York *	4109. Tonawanda town, New York *
4026. Colonie town, New York *		4110. Troy city, New York *
4027. Columbia County, New York *	4069. North Hempstead town, New York *	4111. Ulster County, New York *
4028. Cortland County, New York *	4070. North Tonawanda city, New York *	4112. Union town, New York *
4029. Cortlandt town, New York *	4071. Oneida County, New York *	4113. Utica city, New York *
4030. Delaware County, New York *	4072. Onondaga County, New York *	4114. Valley Stream village, New York *
4031. Dutchess County, New York *	4073. Ontario County, New York *	4115. Warren County, New York *
4032. Eastchester town, New York *	4074. Orange County, New York *	4116. Warwick town, New York *
4033. Erie County, New York *	4075. Orangetown town, New York *	4117. Washington County, New York *
4034. Essex County, New York *		4118. Wayne County, New York *
4035. Franklin County, New York *	4076. Orleans County, New York *	4119. Webster town, New York *
4036. Freeport village, New York *	4077. Ossining town, New York *	4120. West Seneca town, New York *
4037. Fulton County, New York *	4078. Oswego County, New York *	4121. Westchester County, New York *
4038. Genesee County, New York *	4079. Otsego County, New York *	4122. White Plains city, New York *
4039. Greece town, New York *	4080. Oyster Bay town, New York *	4123. Wyoming County, New York *
4040. Greenburgh town, New York *	4081. Penfield town, New York *	
4041. Greene County, New York *	4082. Perinton town, New York *	4124. Yonkers city, New York *
4042. Guilderland town, New York *	4083. Poughkeepsie city, New York *	4125. Yorktown town, New York *
4043. Hamburg town, New York *	4084. Poughkeepsie town, New York *	4126. Amsterdam city, New York
4044. Haverstraw town, New York *	4085. Putnam County, New York *	4127. Arcadia town, New York
4045. Hempstead town, New York *	4086. Ramapo town, New York *	4128. Auburn city, New York
4046. Hempstead village, New York *	4087. Rensselaer County, New York *	4129. Aurora town, New York
4047. Henrietta town, New York *	4088. Riverhead town, New York *	4130. Babylon village, New York
4048. Herkimer County, New York *	4089. Rochester city, New York *	4131. Ballston town, New York
4049. Huntington town, New York *	4090. Rockland County, New York *	4132. Batavia city, New York
4050. Irondequoit town, New York *	4091. Rome city, New York *	4133. Bath town, New York
4051. Islip town, New York *	4092. Rye town, New York *	4134. Beacon city, New York
4052. Ithaca city, New York *	4093. Salina town, New York *	4135. Bedford town, New York
4053. Jefferson County, New York *	4094. Saratoga County, New York *	4136. Beekman town, New York
4054. Lancaster town, New York *	4095. Schenectady city, New York *	4137. Blooming Grove town, New York
4055. Livingston County, New York *	4096. Schenectady County, New York *	4138. Brunswick town, New York
4056. Long Beach city, New York *	4097. Schoharie County, New York *	4139. Camillus town, New York
4057. Madison County, New York *	4098. Seneca County, New York *	4140. Canandaigua city, New York
4058. Manlius town, New York *	4099. Smithtown town, New York *	4141. Canandaigua town, New York
4059. Monroe County, New York *	4100. Southampton town, New York *	4142. Canton town, New York
4060. Montgomery County, New York *	4101. Spring Valley village, New York *	4143. Catskill town, New York
4061. Mount Pleasant town, New York *	4102. St. Lawrence County, New York *	4144. Chenango town, New York
4062. Mount Vernon city, New York *	4103. Steuben County, New York *	4145. Chester town, New York
4063. Nassau County, New York *	4104. Suffolk County, New York *	4146. Chili town, New York
4064. New Rochelle city, New York *	4105. Sullivan County, New York *	4147. Cohoes city, New York
4065. New York city / Bronx County / Kings County / New York County / Queens County / Richmond County, New York *	4106. Syracuse city, New York *	4148. Corning city, New York
4066. Newburgh town, New York *	4107. Tioga County, New York *	4149. Cornwall town, New York
4067. Niagara County, New York *	4108. Tompkins County, New York *	4150. Cortland city, New York
		4151. De Witt town, New York
		4152. Depew village, New York
		4153. Dobbs Ferry village, New York
		4154. Dryden town, New York
		4155. Dunkirk city, New York
		4156. East Fishkill town, New York

4157. East Greenbush town, New York	4207. Lindenhurst village, New York	4255. Plattsburgh city, New York
4158. East Hampton town, New York	4208. Lloyd town, New York	4256. Plattsburgh town, New York
4159. Elma town, New York	4209. Lockport city, New York	4257. Pomfret town, New York
4160. Elmira city, New York	4210. Lockport town, New York	4258. Port Chester village, New York
4161. Endicott village, New York	4211. Lynbrook village, New York	4259. Potsdam town, New York
4162. Evans town, New York	4212. Lysander town, New York	4260. Putnam Valley town, New York
4163. Fallsburg town, New York	4213. Malone town, New York	4261. Queensbury town, New York
4164. Farmington town, New York	4214. Malta town, New York	4262. Red Hook town, New York
4165. Fishkill town, New York	4215. Mamakating town, New York	4263. Rockville Centre village, New York
4166. Floral Park village, New York	4216. Mamaroneck town, New York	4264. Rotterdam town, New York
4167. Fredonia village, New York	4217. Mamaroneck village, New York	4265. Rye city, New York
4168. Fulton city, New York	4218. Massapequa Park village, New York	4266. Saratoga Springs city, New York
4169. Garden City village, New York	4219. Massena town, New York	4267. Saugerties town, New York
4170. Gates town, New York	4220. Massena village, New York	4268. Scarsdale village / Scarsdale town, New York
4171. Geddes town, New York	4221. Middletown city, New York	4269. Schodack town, New York
4172. Geneseo town, New York	4222. Milton town, New York	4270. Schuyler County, New York
4173. Geneva city, New York	4223. Mineola village, New York	4271. Shawangunk town, New York
4174. German Flatts town, New York	4224. Monroe town, New York	4272. Sleepy Hollow village, New York
4175. Glen Cove city, New York	4225. Montgomery town, New York	4273. Somers town, New York
4176. Glens Falls city, New York	4226. Moreau town, New York	4274. Southeast town, New York
4177. Glenville town, New York	4227. Mount Kisco village / Mount Kisco town, New York	4275. Southold town, New York
4178. Gloversville city, New York	4228. New Castle town, New York	4276. Stony Point town, New York
4179. Goshen town, New York	4229. New Hartford town, New York	4277. Suffern village, New York
4180. Grand Island town, New York	4230. New Paltz town, New York	4278. Sullivan town, New York
4181. Great Neck village, New York	4231. New Windsor town, New York	4279. Sweden town, New York
4182. Halfmoon town, New York	4232. Newburgh city, New York	4280. Tarrytown village, New York
4183. Harrison town, New York	4233. Niskayuna town, New York	4281. Thompson town, New York
4184. Harrison village, New York	4234. North Castle town, New York	4282. Tonawanda city, New York
4185. Haverstraw village, New York	4235. North Greenbush town, New York	4283. Ulster town, New York
4186. Highlands town, New York	4236. Ogden town, New York	4284. Van Buren town, New York
4187. Horseheads town, New York	4237. Ogdensburg city, New York	4285. Vestal town, New York
4188. Hyde Park town, New York	4238. Olean city, New York	4286. Victor town, New York
4189. Ithaca town, New York	4239. Oneida city, New York	4287. Wallkill town, New York
4190. Jamestown city, New York	4240. Oneonta city, New York	4288. Wappinger town, New York
4191. Johnson City village, New York	4241. Onondaga town, New York	4289. Watertown city, New York
4192. Kenmore village, New York	4242. Ontario town, New York	4290. Wawarsing town, New York
4193. Kent town, New York	4243. Orchard Park town, New York	4291. West Haverstraw village, New York
4194. Kingsbury town, New York	4244. Ossining village, New York	4292. Westbury village, New York
4195. Kingston city, New York	4245. Oswego city, New York	4293. Wheatfield town, New York
4196. Kirkland town, New York	4246. Owego town, New York	4294. Whitestown town, New York
4197. Kiryas Joel village, New York	4247. Palm Tree town, New York	4295. Wilton town, New York
4198. La Grange town, New York	4248. Parma town, New York	4296. Woodbury town, New York
4199. Lackawanna city, New York	4249. Patchogue village, New York	4297. Woodbury village, New York
4200. Lake Grove village, New York	4250. Patterson town, New York	4298. Yates County, New York
4201. Lancaster village, New York	4251. Peekskill city, New York	4299. Alamance County, North Carolina *
4202. Lansing town, New York	4252. Pelham town, New York	4300. Alexander County, North Carolina *
4203. Le Ray town, New York	4253. Pittsford town, New York	
4204. Lewis County, New York	4254. Plattekill town, New York	
4205. Lewisboro town, New York		
4206. Lewiston town, New York		

4301. Apex town, North Carolina *	4331. Forsyth County, North Carolina *	4360. Macon County, North Carolina *
4302. Asheville city, North Carolina *	4332. Franklin County, North Carolina *	4361. Matthews town, North Carolina *
4303. Beaufort County, North Carolina *	4333. Fuquay-Varina town, North Carolina *	4362. McDowell County, North Carolina *
4304. Bladen County, North Carolina *	4334. Garner town, North Carolina *	4363. Mecklenburg County, North Carolina *
4305. Brunswick County, North Carolina *	4335. Gaston County, North Carolina *	4364. Monroe city, North Carolina *
4306. Buncombe County, North Carolina *	4336. Gastonia city, North Carolina *	4365. Moore County, North Carolina *
4307. Burke County, North Carolina *	4337. Goldsboro city, North Carolina *	4366. Mooresville town, North Carolina *
4308. Burlington city, North Carolina *	4338. Granville County, North Carolina *	4367. Nash County, North Carolina *
4309. Cabarrus County, North Carolina *	4339. Greensboro city, North Carolina *	4368. New Hanover County, North Carolina *
4310. Caldwell County, North Carolina *	4340. Greenville city, North Carolina *	4369. Onslow County, North Carolina *
4311. Carteret County, North Carolina *	4341. Guilford County, North Carolina *	4370. Orange County, North Carolina *
4312. Cary town, North Carolina *	4342. Halifax County, North Carolina *	4371. Pasquotank County, North Carolina *
4313. Catawba County, North Carolina *	4343. Harnett County, North Carolina *	4372. Pender County, North Carolina *
4314. Chapel Hill town, North Carolina *	4344. Haywood County, North Carolina *	4373. Person County, North Carolina *
4315. Charlotte city, North Carolina *	4345. Henderson County, North Carolina *	4374. Pitt County, North Carolina *
4316. Chatham County, North Carolina *	4346. Hickory city, North Carolina *	4375. Raleigh city, North Carolina *
4317. Cleveland County, North Carolina *	4347. High Point city, North Carolina *	4376. Randolph County, North Carolina *
4318. Columbus County, North Carolina *	4348. Hoke County, North Carolina *	4377. Richmond County, North Carolina *
4319. Concord city, North Carolina *	4349. Holly Springs town, North Carolina *	4378. Robeson County, North Carolina *
4320. Cornelius town, North Carolina *	4350. Huntersville town, North Carolina *	4379. Rockingham County, North Carolina *
4321. Craven County, North Carolina *	4351. Indian Trail town, North Carolina *	4380. Rocky Mount city, North Carolina *
4322. Cumberland County, North Carolina *	4352. Iredell County, North Carolina *	4381. Rowan County, North Carolina *
4323. Dare County, North Carolina *	4353. Jackson County, North Carolina *	4382. Rutherford County, North Carolina *
4324. Davidson County, North Carolina *	4354. Jacksonville city, North Carolina *	4383. Salisbury city, North Carolina *
4325. Davie County, North Carolina *	4355. Johnston County, North Carolina *	4384. Sampson County, North Carolina *
4326. Duplin County, North Carolina *	4356. Kannapolis city, North Carolina *	4385. Sanford city, North Carolina *
4327. Durham city, North Carolina *	4357. Lee County, North Carolina *	4386. Scotland County, North Carolina *
4328. Durham County, North Carolina *	4358. Lenoir County, North Carolina *	4387. Stanly County, North Carolina *
4329. Edgecombe County, North Carolina *	4359. Lincoln County, North Carolina *	4388. Stokes County, North Carolina *
4330. Fayetteville city, North Carolina *		

4389.	Surry County, North Carolina *	4422.	Davidson town, North Carolina	4455.	Mount Holly city, North Carolina
4390.	Transylvania County, North Carolina *	4423.	Eden city, North Carolina	4456.	New Bern city, North Carolina
4391.	Union County, North Carolina *	4424.	Elizabeth City city, North Carolina	4457.	Newton city, North Carolina
4392.	Vance County, North Carolina *	4425.	Elon town, North Carolina	4458.	Northampton County, North Carolina
4393.	Wake County, North Carolina *	4426.	Gates County, North Carolina	4459.	Pamlico County, North Carolina
4394.	Wake Forest town, North Carolina *	4427.	Graham city, North Carolina	4460.	Perquimans County, North Carolina
4395.	Watauga County, North Carolina *	4428.	Greene County, North Carolina	4461.	Pinehurst village, North Carolina
4396.	Wayne County, North Carolina *	4429.	Harrisburg town, North Carolina	4462.	Polk County, North Carolina
4397.	Wilkes County, North Carolina *	4430.	Havelock city, North Carolina	4463.	Reidsville city, North Carolina
4398.	Wilmington city, North Carolina *	4431.	Henderson city, North Carolina	4464.	Roanoke Rapids city, North Carolina
4399.	Wilson city, North Carolina *	4432.	Hendersonville city, North Carolina	4465.	Shelby city, North Carolina
4400.	Wilson County, North Carolina *	4433.	Hertford County, North Carolina	4466.	Smithfield town, North Carolina
4401.	Winston-Salem city, North Carolina *	4434.	Hope Mills town, North Carolina	4467.	Southern Pines town, North Carolina
4402.	Yadkin County, North Carolina *	4435.	Kernersville town, North Carolina	4468.	Spring Lake town, North Carolina
4403.	Albemarle city, North Carolina	4436.	Kings Mountain city, North Carolina	4469.	Stallings town, North Carolina
4404.	Alleghany County, North Carolina	4437.	Kinston city, North Carolina	4470.	Statesville city, North Carolina
4405.	Anson County, North Carolina	4438.	Knightdale town, North Carolina	4471.	Summerfield town, North Carolina
4406.	Archdale city, North Carolina	4439.	Laurinburg city, North Carolina	4472.	Swain County, North Carolina
4407.	Ashe County, North Carolina	4440.	Leland town, North Carolina	4473.	Tarboro town, North Carolina
4408.	Asheboro city, North Carolina	4441.	Lenoir city, North Carolina	4474.	Thomasville city, North Carolina
4409.	Avery County, North Carolina	4442.	Lewisville town, North Carolina	4475.	Warren County, North Carolina
4410.	Belmont city, North Carolina	4443.	Lexington city, North Carolina	4476.	Washington County, North Carolina
4411.	Bertie County, North Carolina	4444.	Lincolnton city, North Carolina	4477.	Waxhaw town, North Carolina
4412.	Boone town, North Carolina	4445.	Lumberton city, North Carolina	4478.	Waynesville town, North Carolina
4413.	Camden County, North Carolina	4446.	Madison County, North Carolina	4479.	Weddington town, North Carolina
4414.	Carrboro town, North Carolina	4447.	Martin County, North Carolina	4480.	Yancey County, North Carolina
4415.	Caswell County, North Carolina	4448.	Mebane city, North Carolina	4481.	Bismarck city, North Dakota *
4416.	Cherokee County, North Carolina	4449.	Mint Hill town, North Carolina	4482.	Burleigh County, North Dakota *
4417.	Chowan County, North Carolina	4450.	Mitchell County, North Carolina	4483.	Cass County, North Dakota *
4418.	Clay County, North Carolina	4451.	Montgomery County, North Carolina	4484.	Fargo city, North Dakota *
4419.	Clayton town, North Carolina	4452.	Morganton city, North Carolina	4485.	Grand Forks city, North Dakota *
4420.	Clemmons village, North Carolina	4453.	Morrisville town, North Carolina	4486.	Grand Forks County, North Dakota *
4421.	Currituck County, North Carolina	4454.	Mount Airy city, North Carolina	4487.	Minot city, North Dakota *
				4488.	Morton County, North Dakota *
				4489.	Stark County, North Dakota *

4490.	Ward County, North Dakota *	4539.	Cuyahoga Falls city, Ohio *	4594.	Marion County, Ohio *
4491.	West Fargo city, North Dakota *	4540.	Darke County, Ohio *	4595.	Marion township, Ohio *
4492.	Williams County, North Dakota *	4541.	Dayton city, Ohio *	4596.	Mason city, Ohio *
4493.	Barnes County, North Dakota	4542.	Deerfield township, Ohio *	4597.	Massillon city, Ohio *
4494.	Dickinson city, North Dakota	4543.	Defiance County, Ohio *	4598.	Medina County, Ohio *
4495.	Jamestown city, North Dakota	4544.	Delaware city, Ohio *	4599.	Mentor city, Ohio *
4496.	Mandan city, North Dakota	4545.	Delaware County, Ohio *	4600.	Mercer County, Ohio *
4497.	McKenzie County, North Dakota	4546.	Dublin city, Ohio *	4601.	Miami County, Ohio *
4498.	Mountrail County, North Dakota	4547.	Elyria city, Ohio *	4602.	Miami township, Ohio *
4499.	Ramsey County, North Dakota	4548.	Erie County, Ohio *	4603.	Miami township, Ohio *
4500.	Richland County, North Dakota	4549.	Euclid city, Ohio *	4604.	Middletown city, Ohio *
4501.	Rolette County, North Dakota	4550.	Fairborn city, Ohio *	4605.	Mifflin township, Ohio *
4502.	Stutsman County, North Dakota	4551.	Fairfield city, Ohio *	4606.	Montgomery County, Ohio *
4503.	Walsh County, North Dakota	4552.	Fairfield County, Ohio *	4607.	Morrow County, Ohio *
4504.	Williston city, North Dakota	4553.	Findlay city, Ohio *	4608.	Muskingum County, Ohio *
4505.	Akron city, Ohio *	4554.	Franklin County, Ohio *	4609.	Newark city, Ohio *
4506.	Allen County, Ohio *	4555.	Franklin township, Ohio *	4610.	North Olmsted city, Ohio *
4507.	Anderson township, Ohio *	4556.	Fulton County, Ohio *	4611.	North Ridgeville city, Ohio *
4508.	Ashland County, Ohio *	4557.	Gahanna city, Ohio *	4612.	North Royalton city, Ohio *
4509.	Ashtabula County, Ohio *	4558.	Geauga County, Ohio *	4613.	Norwich township, Ohio *
4510.	Athens County, Ohio *	4559.	Green township, Ohio *	4614.	Orange township, Ohio *
4511.	Athens township, Ohio *	4560.	Greene County, Ohio *	4615.	Ottawa County, Ohio *
4512.	Auglaize County, Ohio *	4561.	Grove City city, Ohio *	4616.	Parma city, Ohio *
4513.	Austintown township, Ohio *	4562.	Guernsey County, Ohio *	4617.	Perry County, Ohio *
4514.	Bath township, Ohio *	4563.	Hamilton city, Ohio *	4618.	Pickaway County, Ohio *
4515.	Beavercreek city, Ohio *	4564.	Hamilton County, Ohio *	4619.	Plain township, Ohio *
4516.	Beavercreek township, Ohio *	4565.	Hancock County, Ohio *	4620.	Portage County, Ohio *
4517.	Belmont County, Ohio *	4566.	Hardin County, Ohio *	4621.	Preble County, Ohio *
4518.	Boardman township, Ohio *	4567.	Highland County, Ohio *	4622.	Putnam County, Ohio *
4519.	Bowling Green city, Ohio *	4568.	Hilliard city, Ohio *	4623.	Reynoldsburg city, Ohio *
4520.	Brown County, Ohio *	4569.	Holmes County, Ohio *	4624.	Richland County, Ohio *
4521.	Brunswick city, Ohio *	4570.	Huber Heights city, Ohio *	4625.	Ross County, Ohio *
4522.	Butler County, Ohio *	4571.	Huron County, Ohio *	4626.	Sandusky County, Ohio *
4523.	Canton city, Ohio *	4572.	Jackson County, Ohio *	4627.	Scioto County, Ohio *
4524.	Champaign County, Ohio *	4573.	Jackson township, Ohio *	4628.	Seneca County, Ohio *
4525.	Cincinnati city, Ohio *	4574.	Jackson township, Ohio *	4629.	Shelby County, Ohio *
4526.	Clark County, Ohio *	4575.	Jefferson County, Ohio *	4630.	Springfield city, Ohio *
4527.	Clear Creek township, Ohio *	4576.	Kettering city, Ohio *	4631.	Springfield township, Ohio *
4528.	Clermont County, Ohio *	4577.	Knox County, Ohio *	4632.	Stark County, Ohio *
4529.	Cleveland city, Ohio *	4578.	Lake County, Ohio *	4633.	Stow city, Ohio *
4530.	Cleveland Heights city, Ohio *	4579.	Lakewood city, Ohio *	4634.	Strongsville city, Ohio *
4531.	Clinton County, Ohio *	4580.	Lancaster city, Ohio *	4635.	Summit County, Ohio *
4532.	Colerain township, Ohio *	4581.	Lawrence County, Ohio *	4636.	Sylvania township, Ohio *
4533.	Columbiana County, Ohio *	4582.	Liberty township, Ohio *	4637.	Toledo city, Ohio *
4534.	Columbus city, Ohio *	4583.	Liberty township, Ohio *	4638.	Trumbull County, Ohio *
4535.	Concord township, Ohio *	4584.	Licking County, Ohio *	4639.	Tuscarawas County, Ohio *
4536.	Coshocton County, Ohio *	4585.	Lima city, Ohio *	4640.	Union County, Ohio *
4537.	Crawford County, Ohio *	4586.	Logan County, Ohio *	4641.	Union township, Ohio *
4538.	Cuyahoga County, Ohio *	4587.	Lorain city, Ohio *	4642.	Upper Arlington city, Ohio *
		4588.	Lorain County, Ohio *	4643.	Violet township, Ohio *
		4589.	Lucas County, Ohio *	4644.	Warren city, Ohio *
		4590.	Madison County, Ohio *	4645.	Warren County, Ohio *
		4591.	Mahoning County, Ohio *	4646.	Washington County, Ohio *
		4592.	Mansfield city, Ohio *	4647.	Washington township, Ohio *
		4593.	Marion city, Ohio *	4648.	Washington township, Ohio *

4649.	Wayne County, Ohio *	4702.	Copley township, Ohio	4757.	Liberty township, Ohio
4650.	West Chester township, Ohio *	4703.	Coshocton city, Ohio	4758.	London city, Ohio
4651.	Westerville city, Ohio *	4704.	Coventry township, Ohio	4759.	Loveland city, Ohio
4652.	Westlake city, Ohio *	4705.	Defiance city, Ohio	4760.	Lyndhurst city, Ohio
4653.	Williams County, Ohio *	4706.	Defiance township, Ohio	4761.	Macedonia city, Ohio
4654.	Wood County, Ohio *	4707.	Delhi township, Ohio	4762.	Mad River township, Ohio
4655.	Youngstown city, Ohio *	4708.	Dover city, Ohio	4763.	Madison township, Ohio
4656.	Adams County, Ohio	4709.	Duchouquet township, Ohio	4764.	Madison township, Ohio
4657.	Alliance city, Ohio	4710.	East Cleveland city, Ohio	4765.	Madison township, Ohio
4658.	American township, Ohio	4711.	East Liverpool city, Ohio	4766.	Maple Heights city, Ohio
4659.	Amherst city, Ohio	4712.	Eastlake city, Ohio	4767.	Marietta city, Ohio
4660.	Ashland city, Ohio	4713.	Englewood city, Ohio	4768.	Marysville city, Ohio
4661.	Ashtabula city, Ohio	4714.	Etna township, Ohio	4769.	Maumee city, Ohio
4662.	Ashtabula township, Ohio	4715.	Fairfield township, Ohio	4770.	Mayfield Heights city, Ohio
4663.	Athens city, Ohio	4716.	Fairview Park city, Ohio	4771.	Medina city, Ohio
4664.	Aurora city, Ohio	4717.	Falls township, Ohio	4772.	Meigs County, Ohio
4665.	Avon city, Ohio	4718.	Fayette County, Ohio	4773.	Miami township, Ohio
4666.	Avon Lake city, Ohio	4719.	Forest Park city, Ohio	4774.	Miamisburg city, Ohio
4667.	Bainbridge township, Ohio	4720.	Fostoria city, Ohio	4775.	Middleburg Heights city, Ohio
4668.	Barberton city, Ohio	4721.	Franklin city, Ohio	4776.	Monclova township, Ohio
4669.	Batavia township, Ohio	4722.	Franklin township, Ohio	4777.	Monroe city, Ohio
4670.	Bay Village city, Ohio	4723.	Fremont city, Ohio	4778.	Monroe County, Ohio
4671.	Beachwood city, Ohio	4724.	Gallia County, Ohio	4779.	Monroe township, Ohio
4672.	Bedford city, Ohio	4725.	Garfield Heights city, Ohio	4780.	Montgomery city, Ohio
4673.	Bedford Heights city, Ohio	4726.	Geneva township, Ohio	4781.	Montville township, Ohio
4674.	Bellefontaine city, Ohio	4727.	Genoa township, Ohio	4782.	Moorefield township, Ohio
4675.	Berea city, Ohio	4728.	Goshen township, Ohio	4783.	Morgan County, Ohio
4676.	Bethel township, Ohio	4729.	Granville township, Ohio	4784.	Mount Vernon city, Ohio
4677.	Bexley city, Ohio	4730.	Green city, Ohio	4785.	New Albany city, Ohio
4678.	Blue Ash city, Ohio	4731.	Green township, Ohio	4786.	New Franklin city, Ohio
4679.	Brecksville city, Ohio	4732.	Greenville city, Ohio	4787.	New Philadelphia city, Ohio
4680.	Brimfield township, Ohio	4733.	Greenville township, Ohio	4788.	Niles city, Ohio
4681.	Broadview Heights city, Ohio	4734.	Hamilton township, Ohio	4789.	Noble County, Ohio
4682.	Brook Park city, Ohio	4735.	Harrison city, Ohio	4790.	North Canton city, Ohio
4683.	Brooklyn city, Ohio	4736.	Harrison County, Ohio	4791.	Norton city, Ohio
4684.	Brunswick Hills township, Ohio	4737.	Harrison township, Ohio	4792.	Norwalk city, Ohio
4685.	Bucyrus city, Ohio	4738.	Harrison township, Ohio	4793.	Norwood city, Ohio
4686.	Cambridge city, Ohio	4739.	Heath city, Ohio	4794.	Olmsted township, Ohio
4687.	Cambridge township, Ohio	4740.	Henry County, Ohio	4795.	Oregon city, Ohio
4688.	Canfield township, Ohio	4741.	Hocking County, Ohio	4796.	Oxford city, Ohio
4689.	Canton township, Ohio	4742.	Howland township, Ohio	4797.	Oxford township, Ohio
4690.	Carroll County, Ohio	4743.	Hubbard township, Ohio	4798.	Painesville city, Ohio
4691.	Celina city, Ohio	4744.	Hudson city, Ohio	4799.	Painesville township, Ohio
4692.	Centerville city, Ohio	4745.	Huron township, Ohio	4800.	Paris township, Ohio
4693.	Chester township, Ohio	4746.	Ironton city, Ohio	4801.	Parma Heights city, Ohio
4694.	Chillicothe city, Ohio	4747.	Jefferson township, Ohio	4802.	Pataskala city, Ohio
4695.	Chippewa township, Ohio	4748.	Jefferson township, Ohio	4803.	Paulding County, Ohio
4696.	Circleville city, Ohio	4749.	Kent city, Ohio	4804.	Pease township, Ohio
4697.	Clayton city, Ohio	4750.	Lake township, Ohio	4805.	Perkins township, Ohio
4698.	Clinton township, Ohio	4751.	Lake township, Ohio	4806.	Perry township, Ohio
4699.	Concord township, Ohio	4752.	Lake township, Ohio	4807.	Perry township, Ohio
4700.	Concord township, Ohio	4753.	Lawrence township, Ohio	4808.	Perrysburg city, Ohio
4701.	Conneaut city, Ohio	4754.	Lebanon city, Ohio	4809.	Perrysburg township, Ohio
		4755.	Lemon township, Ohio	4810.	Pickerington city, Ohio
		4756.	Liberty township, Ohio	4811.	Pierce township, Ohio

4812.	Pike County, Ohio	4866.	Urbana township, Ohio	4913.	Norman city, Oklahoma *
4813.	Piqua city, Ohio	4867.	Van Wert city, Ohio	4914.	Oklahoma City city, Oklahoma *
4814.	Plain township, Ohio	4868.	Van Wert County, Ohio	4915.	Oklahoma County, Oklahoma *
4815.	Pleasant township, Ohio	4869.	Vandalia city, Ohio	4916.	Okmulgee County, Oklahoma *
4816.	Poland township, Ohio	4870.	Vermilion city, Ohio	4917.	Osage County, Oklahoma *
4817.	Portsmouth city, Ohio	4871.	Vinton County, Ohio	4918.	Ottawa County, Oklahoma *
4818.	Powell city, Ohio	4872.	Wadsworth city, Ohio	4919.	Owasso city, Oklahoma *
4819.	Prairie township, Ohio	4873.	Warrensville Heights city, Ohio	4920.	Payne County, Oklahoma *
4820.	Ravenna city, Ohio	4874.	Washington Court House city, Ohio	4921.	Pittsburg County, Oklahoma *
4821.	Reading city, Ohio	4875.	Weathersfield township, Ohio	4922.	Pontotoc County, Oklahoma *
4822.	Richland township, Ohio	4876.	West Carrollton city, Ohio	4923.	Pottawatomie County, Oklahoma *
4823.	Richmond Heights city, Ohio	4877.	Whitehall city, Ohio	4924.	Rogers County, Oklahoma *
4824.	Riverside city, Ohio	4878.	Wickliffe city, Ohio	4925.	Sequoyah County, Oklahoma *
4825.	Rocky River city, Ohio	4879.	Willoughby city, Ohio	4926.	Shawnee city, Oklahoma *
4826.	Sagamore Hills township, Ohio	4880.	Willowick city, Ohio	4927.	Stephens County, Oklahoma *
4827.	Salem city, Ohio	4881.	Wilmington city, Ohio	4928.	Stillwater city, Oklahoma *
4828.	Sandusky city, Ohio	4882.	Wooster city, Ohio	4929.	Tulsa city, Oklahoma *
4829.	Scioto township, Ohio	4883.	Worthington city, Ohio	4930.	Tulsa County, Oklahoma *
4830.	Scioto township, Ohio	4884.	Wyandot County, Ohio	4931.	Wagoner County, Oklahoma *
4831.	Seven Hills city, Ohio	4885.	Xenia city, Ohio	4932.	Washington County, Oklahoma *
4832.	Shaker Heights city, Ohio	4886.	Zanesville city, Ohio	4933.	Ada city, Oklahoma
4833.	Sharon township, Ohio	4887.	Bartlesville city, Oklahoma *	4934.	Adair County, Oklahoma
4834.	Sharonville city, Ohio	4888.	Broken Arrow city, Oklahoma *	4935.	Altus city, Oklahoma
4835.	Shawnee township, Ohio	4889.	Bryan County, Oklahoma *	4936.	Ardmore city, Oklahoma
4836.	Sidney city, Ohio	4890.	Canadian County, Oklahoma *	4937.	Atoka County, Oklahoma
4837.	Solon city, Ohio	4891.	Carter County, Oklahoma *	4938.	Beckham County, Oklahoma
4838.	South Euclid city, Ohio	4892.	Cherokee County, Oklahoma *	4939.	Bethany city, Oklahoma
4839.	Springboro city, Ohio	4893.	Cleveland County, Oklahoma *	4940.	Bixby city, Oklahoma
4840.	Springdale city, Ohio	4894.	Comanche County, Oklahoma *	4941.	Caddo County, Oklahoma
4841.	Springfield township, Ohio	4895.	Creek County, Oklahoma *	4942.	Chickasha city, Oklahoma
4842.	Springfield township, Ohio	4896.	Delaware County, Oklahoma *	4943.	Choctaw city, Oklahoma
4843.	Springfield township, Ohio	4897.	Edmond city, Oklahoma *	4944.	Choctaw County, Oklahoma
4844.	Springfield township, Ohio	4898.	Enid city, Oklahoma *	4945.	Claremore city, Oklahoma
4845.	St. Marys township, Ohio	4899.	Garfield County, Oklahoma *	4946.	Coweta city, Oklahoma
4846.	Steubenville city, Ohio	4900.	Grady County, Oklahoma *	4947.	Craig County, Oklahoma
4847.	Streetsboro city, Ohio	4901.	Kay County, Oklahoma *	4948.	Custer County, Oklahoma
4848.	Struthers city, Ohio	4902.	Lawton city, Oklahoma *	4949.	Del City city, Oklahoma
4849.	Sycamore township, Ohio	4903.	Le Flore County, Oklahoma *	4950.	Duncan city, Oklahoma
4850.	Sylvania city, Ohio	4904.	Lincoln County, Oklahoma *	4951.	Durant city, Oklahoma
4851.	Symmes township, Ohio	4905.	Logan County, Oklahoma *	4952.	El Reno city, Oklahoma
4852.	Tallmadge city, Ohio	4906.	Mayes County, Oklahoma *	4953.	Elk City city, Oklahoma
4853.	Tiffin city, Ohio	4907.	McClain County, Oklahoma *	4954.	Garvin County, Oklahoma
4854.	Tipp City city, Ohio	4908.	McCurtain County, Oklahoma *	4955.	Glenpool city, Oklahoma
4855.	Trenton city, Ohio	4909.	Midwest City city, Oklahoma *	4956.	Guthrie city, Oklahoma
4856.	Trotwood city, Ohio	4910.	Moore city, Oklahoma *	4957.	Guymon city, Oklahoma
4857.	Troy city, Ohio	4911.	Muskogee city, Oklahoma *	4958.	Haskell County, Oklahoma
4858.	Truro township, Ohio	4912.	Muskogee County, Oklahoma *	4959.	Hughes County, Oklahoma
4859.	Turtlecreek township, Ohio			4960.	Jackson County, Oklahoma
4860.	Twinsburg city, Ohio			4961.	Jenks city, Oklahoma
4861.	Union township, Ohio				
4862.	Union township, Ohio				
4863.	University Heights city, Ohio				
4864.	Upper township, Ohio				
4865.	Urbana city, Ohio				

4962.	Johnston County, Oklahoma	5016.	McMinnville city, Oregon *	5071.	Woodburn city, Oregon
4963.	Kingfisher County, Oklahoma	5017.	Medford city, Oregon *	5072.	Abington township, Pennsylvania *
4964.	Latimer County, Oklahoma	5018.	Multnomah County, Oregon *	5073.	Adams County, Pennsylvania *
4965.	Love County, Oklahoma	5019.	Oregon City city, Oregon *	5074.	Allegheny County, Pennsylvania *
4966.	Marshall County, Oklahoma	5020.	Polk County, Oregon *	5075.	Allentown city, Pennsylvania *
4967.	McAlester city, Oklahoma	5021.	Portland city, Oregon *	5076.	Altoona city, Pennsylvania *
4968.	McIntosh County, Oklahoma	5022.	Redmond city, Oregon *	5077.	Armstrong County, Pennsylvania *
4969.	Miami city, Oklahoma	5023.	Salem city, Oregon *	5078.	Beaver County, Pennsylvania *
4970.	Murray County, Oklahoma	5024.	Springfield city, Oregon *	5079.	Bedford County, Pennsylvania *
4971.	Mustang city, Oklahoma	5025.	Tigard city, Oregon *	5080.	Bensalem township, Pennsylvania *
4972.	Newcastle city, Oklahoma	5026.	Umatilla County, Oregon *	5081.	Berks County, Pennsylvania *
4973.	Noble County, Oklahoma	5027.	Washington County, Oregon *	5082.	Bethel Park municipality, Pennsylvania *
4974.	Nowata County, Oklahoma	5028.	Yamhill County, Oregon *	5083.	Bethlehem city, Pennsylvania *
4975.	Okfuskee County, Oklahoma	5029.	Ashland city, Oregon	5084.	Blair County, Pennsylvania *
4976.	Okmulgee city, Oklahoma	5030.	Astoria city, Oregon	5085.	Bradford County, Pennsylvania *
4977.	Pawnee County, Oklahoma	5031.	Baker County, Oregon	5086.	Bristol township, Pennsylvania *
4978.	Ponca City city, Oklahoma	5032.	Canby city, Oregon	5087.	Bucks County, Pennsylvania *
4979.	Pushmataha County, Oklahoma	5033.	Central Point city, Oregon	5088.	Butler County, Pennsylvania *
4980.	Sand Springs city, Oklahoma	5034.	Coos Bay city, Oregon	5089.	Cambria County, Pennsylvania *
4981.	Sapulpa city, Oklahoma	5035.	Cornelius city, Oregon	5090.	Carbon County, Pennsylvania *
4982.	Seminole County, Oklahoma	5036.	Cottage Grove city, Oregon	5091.	Centre County, Pennsylvania *
4983.	Tahlequah city, Oklahoma	5037.	Crook County, Oregon	5092.	Cheltenham township, Pennsylvania *
4984.	Texas County, Oklahoma	5038.	Curry County, Oregon	5093.	Chester city, Pennsylvania *
4985.	Warr Acres city, Oklahoma	5039.	Dallas city, Oregon	5094.	Chester County, Pennsylvania *
4986.	Washita County, Oklahoma	5040.	Forest Grove city, Oregon	5095.	Clarion County, Pennsylvania *
4987.	Weatherford city, Oklahoma	5041.	Gladstone city, Oregon	5096.	Clearfield County, Pennsylvania *
4988.	Woodward city, Oklahoma	5042.	Happy Valley city, Oregon	5097.	Clinton County, Pennsylvania *
4989.	Woodward County, Oklahoma	5043.	Hermiston city, Oregon	5098.	Columbia County, Pennsylvania *
4990.	Yukon city, Oklahoma	5044.	Hood River County, Oregon	5099.	Cranberry township, Pennsylvania *
4991.	Albany city, Oregon *	5045.	Independence city, Oregon	5100.	Crawford County, Pennsylvania *
4992.	Beaverton city, Oregon *	5046.	Jefferson County, Oregon	5101.	Cumberland County, Pennsylvania *
4993.	Bend city, Oregon *	5047.	Klamath Falls city, Oregon		
4994.	Benton County, Oregon *	5048.	La Grande city, Oregon		
4995.	Clackamas County, Oregon *	5049.	Lebanon city, Oregon		
4996.	Clatsop County, Oregon *	5050.	Milwaukie city, Oregon		
4997.	Columbia County, Oregon *	5051.	Monmouth city, Oregon		
4998.	Coos County, Oregon *	5052.	Morrow County, Oregon		
4999.	Corvallis city, Oregon *	5053.	Newberg city, Oregon		
5000.	Deschutes County, Oregon *	5054.	Newport city, Oregon		
5001.	Douglas County, Oregon *	5055.	Ontario city, Oregon		
5002.	Eugene city, Oregon *	5056.	Pendleton city, Oregon		
5003.	Grants Pass city, Oregon *	5057.	Prineville city, Oregon		
5004.	Gresham city, Oregon *	5058.	Roseburg city, Oregon		
5005.	Hillsboro city, Oregon *	5059.	Sandy city, Oregon		
5006.	Jackson County, Oregon *	5060.	Sherwood city, Oregon		
5007.	Josephine County, Oregon *	5061.	Silverton city, Oregon		
5008.	Keizer city, Oregon *	5062.	St. Helens city, Oregon		
5009.	Klamath County, Oregon *	5063.	The Dalles city, Oregon		
5010.	Lake Oswego city, Oregon *	5064.	Tillamook County, Oregon		
5011.	Lane County, Oregon *	5065.	Troutdale city, Oregon		
5012.	Lincoln County, Oregon *	5066.	Tualatin city, Oregon		
5013.	Linn County, Oregon *	5067.	Union County, Oregon		
5014.	Malheur County, Oregon *	5068.	Wasco County, Oregon		
5015.	Marion County, Oregon *	5069.	West Linn city, Oregon		
		5070.	Wilsonville city, Oregon		

5102. Dauphin County, Pennsylvania *	5131. Mercer County, Pennsylvania *	5162. Venango County, Pennsylvania *
5103. Delaware County, Pennsylvania *	5132. Middletown township, Pennsylvania *	5163. Warminster township, Pennsylvania *
5104. Erie city, Pennsylvania *	5133. Mifflin County, Pennsylvania *	5164. Warren County, Pennsylvania *
5105. Erie County, Pennsylvania *	5134. Millcreek township, Pennsylvania *	5165. Washington County, Pennsylvania *
5106. Falls township, Pennsylvania *	5135. Monroe County, Pennsylvania *	5166. Wayne County, Pennsylvania *
5107. Fayette County, Pennsylvania *	5136. Montgomery County, Pennsylvania *	5167. Westmoreland County, Pennsylvania *
5108. Franklin County, Pennsylvania *	5137. Mount Lebanon township, Pennsylvania *	5168. Wilkes-Barre city, Pennsylvania *
5109. Greene County, Pennsylvania *	5138. Norristown borough, Pennsylvania *	5169. York city, Pennsylvania *
5110. Hampden township, Pennsylvania *	5139. North Huntingdon township, Pennsylvania *	5170. York County, Pennsylvania *
5111. Harrisburg city, Pennsylvania *	5140. Northampton County, Pennsylvania *	5171. Adams township, Pennsylvania
5112. Haverford township, Pennsylvania *	5141. Northampton township, Pennsylvania *	5172. Amity township, Pennsylvania
5113. Hempfield township, Pennsylvania *	5142. Northumberland County, Pennsylvania *	5173. Antrim township, Pennsylvania
5114. Huntingdon County, Pennsylvania *	5143. Penn Hills township, Pennsylvania *	5174. Aston township, Pennsylvania
5115. Indiana County, Pennsylvania *	5144. Perry County, Pennsylvania *	5175. Baldwin borough, Pennsylvania
5116. Jefferson County, Pennsylvania *	5145. Philadelphia city / Philadelphia County, Pennsylvania *	5176. Bethlehem township, Pennsylvania
5117. Lackawanna County, Pennsylvania *	5146. Pike County, Pennsylvania *	5177. Bloomsburg town, Pennsylvania
5118. Lancaster city, Pennsylvania *	5147. Pittsburgh city, Pennsylvania *	5178. Buckingham township, Pennsylvania
5119. Lancaster County, Pennsylvania *	5148. Radnor township, Pennsylvania *	5179. Butler city, Pennsylvania
5120. Lawrence County, Pennsylvania *	5149. Reading city, Pennsylvania *	5180. Butler township, Pennsylvania
5121. Lebanon County, Pennsylvania *	5150. Ridley township, Pennsylvania *	5181. Caln township, Pennsylvania
5122. Lehigh County, Pennsylvania *	5151. Ross township, Pennsylvania *	5182. Carlisle borough, Pennsylvania
5123. Lower Macungie township, Pennsylvania *	5152. Schuylkill County, Pennsylvania *	5183. Cecil township, Pennsylvania
5124. Lower Makefield township, Pennsylvania *	5153. Scranton city, Pennsylvania *	5184. Center township, Pennsylvania
5125. Lower Merion township, Pennsylvania *	5154. Snyder County, Pennsylvania *	5185. Chambersburg borough, Pennsylvania
5126. Lower Paxton township, Pennsylvania *	5155. Somerset County, Pennsylvania *	5186. Chestnuthill township, Pennsylvania
5127. Luzerne County, Pennsylvania *	5156. State College borough, Pennsylvania *	5187. Coal township, Pennsylvania
5128. Lycoming County, Pennsylvania *	5157. Susquehanna County, Pennsylvania *	5188. Coatesville city, Pennsylvania
5129. Manheim township, Pennsylvania *	5158. Tioga County, Pennsylvania *	5189. College township, Pennsylvania
5130. McKean County, Pennsylvania *	5159. Union County, Pennsylvania *	5190. Columbia borough, Pennsylvania
	5160. Upper Darby township, Pennsylvania *	5191. Concord township, Pennsylvania
	5161. Upper Merion township, Pennsylvania *	5192. Coolbaugh township, Pennsylvania
		5193. Cumru township, Pennsylvania
		5194. Darby borough, Pennsylvania
		5195. Derry township, Pennsylvania

5196. Derry township, Pennsylvania	5227. Greensburg city, Pennsylvania	5258. Lower Moreland township, Pennsylvania
5197. Dingman township, Pennsylvania	5228. Guilford township, Pennsylvania	5259. Lower Pottsgrove township, Pennsylvania
5198. Douglass township, Pennsylvania	5229. Hamilton township, Pennsylvania	5260. Lower Providence township, Pennsylvania
5199. Dover township, Pennsylvania	5230. Hampton township, Pennsylvania	5261. Lower Salford township, Pennsylvania
5200. Doylestown township, Pennsylvania	5231. Hanover borough, Pennsylvania	5262. Lower Saucon township, Pennsylvania
5201. Dunmore borough, Pennsylvania	5232. Hanover township, Pennsylvania	5263. Lower Southampton township, Pennsylvania
5202. East Cocalico township, Pennsylvania	5233. Hanover township, Pennsylvania	5264. Loyalsock township, Pennsylvania
5203. East Goshen township, Pennsylvania	5234. Harborcreek township, Pennsylvania	5265. Manchester township, Pennsylvania
5204. East Hempfield township, Pennsylvania	5235. Harrison township, Pennsylvania	5266. Manor township, Pennsylvania
5205. East Lampeter township, Pennsylvania	5236. Hatfield township, Pennsylvania	5267. Marple township, Pennsylvania
5206. East Norriton township, Pennsylvania	5237. Hazleton city, Pennsylvania	5268. McCandless township, Pennsylvania
5207. East Pennsboro township, Pennsylvania	5238. Hermitage city, Pennsylvania	5269. McKeesport city, Pennsylvania
5208. East Stroudsburg borough, Pennsylvania	5239. Hilltown township, Pennsylvania	5270. Meadville city, Pennsylvania
5209. East Whiteland township, Pennsylvania	5240. Hopewell township, Pennsylvania	5271. Middle Smithfield township, Pennsylvania
5210. Easton city, Pennsylvania	5241. Horsham township, Pennsylvania	5272. Middletown township, Pennsylvania
5211. Easttown township, Pennsylvania	5242. Indiana borough, Pennsylvania	5273. Milford township, Pennsylvania
5212. Elizabeth township, Pennsylvania	5243. Jefferson Hills borough, Pennsylvania	5274. Monroeville municipality, Pennsylvania
5213. Elizabethtown borough, Pennsylvania	5244. Johnstown city, Pennsylvania	5275. Montgomery township, Pennsylvania
5214. Elk County, Pennsylvania	5245. Juniata County, Pennsylvania	5276. Montour County, Pennsylvania
5215. Emmaus borough, Pennsylvania	5246. Kingston borough, Pennsylvania	5277. Moon township, Pennsylvania
5216. Ephrata borough, Pennsylvania	5247. Lancaster township, Pennsylvania	5278. Mount Joy township, Pennsylvania
5217. Ephrata township, Pennsylvania	5248. Lansdale borough, Pennsylvania	5279. Mount Pleasant township, Pennsylvania
5218. Exeter township, Pennsylvania	5249. Lansdowne borough, Pennsylvania	5280. Muhlenberg township, Pennsylvania
5219. Fairview township, Pennsylvania	5250. Lebanon city, Pennsylvania	5281. Munhall borough, Pennsylvania
5220. Fairview township, Pennsylvania	5251. Lehigh township, Pennsylvania	5282. Murrys ville municipality, Pennsylvania
5221. Ferguson township, Pennsylvania	5252. Lehman township, Pennsylvania	5283. Nanticoke city, Pennsylvania
5222. Forks township, Pennsylvania	5253. Limerick township, Pennsylvania	5284. Nether Providence township, Pennsylvania
5223. Franconia township, Pennsylvania	5254. Logan township, Pennsylvania	5285. New Britain township, Pennsylvania
5224. Franklin Park borough, Pennsylvania	5255. Lower Allen township, Pennsylvania	5286. New Castle city, Pennsylvania
5225. Fulton County, Pennsylvania	5256. Lower Burrell city, Pennsylvania	5287. New Garden township, Pennsylvania
5226. Greene township, Pennsylvania	5257. Lower Gwynedd township, Pennsylvania	

5288. New Hanover township, Pennsylvania	5320. Salisbury township, Pennsylvania	5351. Upper Moreland township, Pennsylvania
5289. New Kensington city, Pennsylvania	5321. Sandy township, Pennsylvania	5352. Upper Providence township, Pennsylvania
5290. Newberry township, Pennsylvania	5322. Scott township, Pennsylvania	5353. Upper Providence township, Pennsylvania
5291. Newtown township, Pennsylvania	5323. Shaler township, Pennsylvania	5354. Upper Saucon township, Pennsylvania
5292. Newtown township, Pennsylvania	5324. Sharon city, Pennsylvania	5355. Upper Southampton township, Pennsylvania
5293. North Fayette township, Pennsylvania	5325. Silver Spring township, Pennsylvania	5356. Upper St. Clair township, Pennsylvania
5294. North Lebanon township, Pennsylvania	5326. Skippack township, Pennsylvania	5357. Upper Uwchlan township, Pennsylvania
5295. North Middleton township, Pennsylvania	5327. Somerset township, Pennsylvania	5358. Uwchlan township, Pennsylvania
5296. North Strabane township, Pennsylvania	5328. South Fayette township, Pennsylvania	5359. Warrington township, Pennsylvania
5297. North Union township, Pennsylvania	5329. South Lebanon township, Pennsylvania	5360. Warwick township, Pennsylvania
5298. North Whitehall township, Pennsylvania	5330. South Middleton township, Pennsylvania	5361. Warwick township, Pennsylvania
5299. Palmer township, Pennsylvania	5331. South Park township, Pennsylvania	5362. Washington city, Pennsylvania
5300. Patton township, Pennsylvania	5332. South Union township, Pennsylvania	5363. Washington township, Pennsylvania
5301. Penn township, Pennsylvania	5333. South Whitehall township, Pennsylvania	5364. Waynesboro borough, Pennsylvania
5302. Penn township, Pennsylvania	5334. Spring Garden township, Pennsylvania	5365. West Bradford township, Pennsylvania
5303. Peters township, Pennsylvania	5335. Spring township, Pennsylvania	5366. West Chester borough, Pennsylvania
5304. Phoenixville borough, Pennsylvania	5336. Springettsbury township, Pennsylvania	5367. West Deer township, Pennsylvania
5305. Pine township, Pennsylvania	5337. Springfield township, Pennsylvania	5368. West Goshen township, Pennsylvania
5306. Plum borough, Pennsylvania	5338. Springfield township, Pennsylvania	5369. West Hanover township, Pennsylvania
5307. Plumstead township, Pennsylvania	5339. St. Marys city, Pennsylvania	5370. West Hempfield township, Pennsylvania
5308. Plymouth township, Pennsylvania	5340. Stroud township, Pennsylvania	5371. West Lampeter township, Pennsylvania
5309. Pocono township, Pennsylvania	5341. Susquehanna township, Pennsylvania	5372. West Manchester township, Pennsylvania
5310. Potter County, Pennsylvania	5342. Swatara township, Pennsylvania	5373. West Mifflin borough, Pennsylvania
5311. Pottstown borough, Pennsylvania	5343. Towamencin township, Pennsylvania	5374. West Norriton township, Pennsylvania
5312. Pottsville city, Pennsylvania	5344. Tredyffrin township, Pennsylvania	5375. West Whiteland township, Pennsylvania
5313. Rapho township, Pennsylvania	5345. Unity township, Pennsylvania	5376. Westtown township, Pennsylvania
5314. Richland township, Pennsylvania	5346. Upper Allen township, Pennsylvania	5377. White township, Pennsylvania
5315. Richland township, Pennsylvania	5347. Upper Chichester township, Pennsylvania	5378. Whitehall borough, Pennsylvania
5316. Richland township, Pennsylvania	5348. Upper Dublin township, Pennsylvania	
5317. Robinson township, Pennsylvania	5349. Upper Gwynedd township, Pennsylvania	
5318. Rostraver township, Pennsylvania	5350. Upper Macungie township, Pennsylvania	
5319. Salisbury township, Pennsylvania		

5379.	Whitehall township, Pennsylvania	5407.	Gurabo Municipio, Puerto Rico *	5434.	Añasco Municipio, Puerto Rico
5380.	Whitemarsh township, Pennsylvania	5408.	Hatillo Municipio, Puerto Rico *	5435.	Arroyo Municipio, Puerto Rico
5381.	Whitpain township, Pennsylvania	5409.	Humacao Municipio, Puerto Rico *	5436.	Barceloneta Municipio, Puerto Rico
5382.	Wilkinsburg borough, Pennsylvania	5410.	Isabela Municipio, Puerto Rico *	5437.	Barranquitas Municipio, Puerto Rico
5383.	Williamsport city, Pennsylvania	5411.	Juana Díaz Municipio, Puerto Rico *	5438.	Cataño Municipio, Puerto Rico
5384.	Willistown township, Pennsylvania	5412.	Juncos Municipio, Puerto Rico *	5439.	Ceiba Municipio, Puerto Rico
5385.	Windsor township, Pennsylvania	5413.	Las Piedras Municipio, Puerto Rico *	5440.	Ciales Municipio, Puerto Rico
5386.	Worcester township, Pennsylvania	5414.	Manatí Municipio, Puerto Rico *	5441.	Comerio Municipio, Puerto Rico
5387.	Wyoming County, Pennsylvania	5415.	Mayagüez Municipio, Puerto Rico *	5442.	Fajardo Municipio, Puerto Rico
5388.	Wyomissing borough, Pennsylvania	5416.	Moca Municipio, Puerto Rico *	5443.	Florida Municipio, Puerto Rico
5389.	Yeadon borough, Pennsylvania	5417.	Morovis Municipio, Puerto Rico *	5444.	Guánica Municipio, Puerto Rico
5390.	York township, Pennsylvania	5418.	Ponce Municipio, Puerto Rico *	5445.	Guayanilla Municipio, Puerto Rico
5391.	Aguada Municipio, Puerto Rico *	5419.	Río Grande Municipio, Puerto Rico *	5446.	Hormigueros Municipio, Puerto Rico
5392.	Aguadilla Municipio, Puerto Rico *	5420.	San Germán Municipio, Puerto Rico *	5447.	Jayuya Municipio, Puerto Rico
5393.	Arecibo Municipio, Puerto Rico *	5421.	San Juan Municipio, Puerto Rico *	5448.	Lajas Municipio, Puerto Rico
5394.	Bayamón Municipio, Puerto Rico *	5422.	San Lorenzo Municipio, Puerto Rico *	5449.	Lares Municipio, Puerto Rico
5395.	Cabo Rojo Municipio, Puerto Rico *	5423.	San Sebastián Municipio, Puerto Rico *	5450.	Loíza Municipio, Puerto Rico
5396.	Caguas Municipio, Puerto Rico *	5424.	Toa Alta Municipio, Puerto Rico *	5451.	Luquillo Municipio, Puerto Rico
5397.	Camuy Municipio, Puerto Rico *	5425.	Toa Baja Municipio, Puerto Rico *	5452.	Maunabo Municipio, Puerto Rico
5398.	Canóvanas Municipio, Puerto Rico *	5426.	Trujillo Alto Municipio, Puerto Rico *	5453.	Naguabo Municipio, Puerto Rico
5399.	Carolina Municipio, Puerto Rico *	5427.	Vega Alta Municipio, Puerto Rico *	5454.	Naranjito Municipio, Puerto Rico
5400.	Cayey Municipio, Puerto Rico *	5428.	Vega Baja Municipio, Puerto Rico *	5455.	Orocovis Municipio, Puerto Rico
5401.	Cidra Municipio, Puerto Rico *	5429.	Yabucoa Municipio, Puerto Rico *	5456.	Patillas Municipio, Puerto Rico
5402.	Coamo Municipio, Puerto Rico *	5430.	Yauco Municipio, Puerto Rico *	5457.	Peñuelas Municipio, Puerto Rico
5403.	Corozal Municipio, Puerto Rico *	5431.	Adjuntas Municipio, Puerto Rico	5458.	Quebradillas Municipio, Puerto Rico
5404.	Dorado Municipio, Puerto Rico *	5432.	Aguas Buenas Municipio, Puerto Rico	5459.	Rincón Municipio, Puerto Rico
5405.	Guayama Municipio, Puerto Rico *	5433.	Aibonito Municipio, Puerto Rico	5460.	Sabana Grande Municipio, Puerto Rico
5406.	Guaynabo Municipio, Puerto Rico *			5461.	Salinas Municipio, Puerto Rico
				5462.	Santa Isabel Municipio, Puerto Rico
				5463.	Utua Municipio, Puerto Rico

5464.	Villalba Municipio, Puerto Rico	5499.	Berkeley County, South Carolina *	5527.	Mount Pleasant town, South Carolina *
5465.	Coventry town, Rhode Island *	5500.	Charleston city, South Carolina *	5528.	Myrtle Beach city, South Carolina *
5466.	Cranston city, Rhode Island *	5501.	Charleston County, South Carolina *	5529.	Newberry County, South Carolina *
5467.	Cumberland town, Rhode Island *	5502.	Cherokee County, South Carolina *	5530.	North Charleston city, South Carolina *
5468.	East Providence city, Rhode Island *	5503.	Chester County, South Carolina *	5531.	Oconee County, South Carolina *
5469.	North Providence town, Rhode Island *	5504.	Chesterfield County, South Carolina *	5532.	Orangeburg County, South Carolina *
5470.	Pawtucket city, Rhode Island *	5505.	Clarendon County, South Carolina *	5533.	Pickens County, South Carolina *
5471.	Providence city, Rhode Island *	5506.	Colleton County, South Carolina *	5534.	Richland County, South Carolina *
5472.	South Kingstown town, Rhode Island *	5507.	Columbia city, South Carolina *	5535.	Rock Hill city, South Carolina *
5473.	Warwick city, Rhode Island *	5508.	Darlington County, South Carolina *	5536.	Spartanburg city, South Carolina *
5474.	Woonsocket city, Rhode Island *	5509.	Dillon County, South Carolina *	5537.	Spartanburg County, South Carolina *
5475.	Barrington town, Rhode Island	5510.	Dorchester County, South Carolina *	5538.	Summerville town, South Carolina *
5476.	Bristol town, Rhode Island	5511.	Florence city, South Carolina *	5539.	Sumter city, South Carolina *
5477.	Burrillville town, Rhode Island	5512.	Florence County, South Carolina *	5540.	Sumter County, South Carolina *
5478.	Central Falls city, Rhode Island	5513.	Georgetown County, South Carolina *	5541.	Williamsburg County, South Carolina *
5479.	East Greenwich town, Rhode Island	5514.	Goose Creek city, South Carolina *	5542.	York County, South Carolina *
5480.	Glocester town, Rhode Island	5515.	Greenville city, South Carolina *	5543.	Abbeville County, South Carolina
5481.	Johnston town, Rhode Island	5516.	Greenville County, South Carolina *	5544.	Anderson city, South Carolina
5482.	Lincoln town, Rhode Island	5517.	Greenwood County, South Carolina *	5545.	Bamberg County, South Carolina
5483.	Middletown town, Rhode Island	5518.	Greer city, South Carolina *	5546.	Barnwell County, South Carolina
5484.	Narragansett town, Rhode Island	5519.	Hilton Head Island town, South Carolina *	5547.	Beaufort city, South Carolina
5485.	Newport city, Rhode Island	5520.	Horry County, South Carolina *	5548.	Bluffton town, South Carolina
5486.	North Kingstown town, Rhode Island	5521.	Jasper County, South Carolina *	5549.	Calhoun County, South Carolina
5487.	North Smithfield town, Rhode Island	5522.	Kershaw County, South Carolina *	5550.	Cayce city, South Carolina
5488.	Portsmouth town, Rhode Island	5523.	Lancaster County, South Carolina *	5551.	Clemson city, South Carolina
5489.	Scituate town, Rhode Island	5524.	Laurens County, South Carolina *	5552.	Conway city, South Carolina
5490.	Smithfield town, Rhode Island	5525.	Lexington County, South Carolina *	5553.	Easley city, South Carolina
5491.	Tiverton town, Rhode Island	5526.	Marion County, South Carolina *	5554.	Edgefield County, South Carolina
5492.	Warren town, Rhode Island			5555.	Fairfield County, South Carolina
5493.	West Warwick town, Rhode Island			5556.	Forest Acres city, South Carolina
5494.	Westerly town, Rhode Island			5557.	Fort Mill town, South Carolina
5495.	Aiken city, South Carolina *			5558.	Fountain Inn city, South Carolina
5496.	Aiken County, South Carolina *				
5497.	Anderson County, South Carolina *				
5498.	Beaufort County, South Carolina *				

5559.	Gaffney city, South Carolina	5594.	Codington County, South Dakota	5639.	Greene County, Tennessee *
5560.	Greenwood city, South Carolina	5595.	Davison County, South Dakota	5640.	Hamblen County, Tennessee *
5561.	Hampton County, South Carolina	5596.	Hughes County, South Dakota	5641.	Hamilton County, Tennessee *
5562.	Hanahan city, South Carolina	5597.	Huron city, South Dakota	5642.	Hawkins County, Tennessee *
5563.	Irmo town, South Carolina	5598.	Lake County, South Dakota	5643.	Hendersonville city, Tennessee *
5564.	James Island town, South Carolina	5599.	Lawrence County, South Dakota	5644.	Henry County, Tennessee *
5565.	Lee County, South Carolina	5600.	Meade County, South Dakota	5645.	Jackson city, Tennessee *
5566.	Lexington town, South Carolina	5601.	Mitchell city, South Dakota	5646.	Jefferson County, Tennessee *
5567.	Marlboro County, South Carolina	5602.	Oglala Lakota County, South Dakota	5647.	Johnson City city, Tennessee *
5568.	Mauldin city, South Carolina	5603.	Pierre city, South Dakota	5648.	Kingsport city, Tennessee *
5569.	Moncks Corner town, South Carolina	5604.	Roberts County, South Dakota	5649.	Knox County, Tennessee *
5570.	Newberry city, South Carolina	5605.	Spearfish city, South Dakota	5650.	Knoxville city, Tennessee *
5571.	North Augusta city, South Carolina	5606.	Todd County, South Dakota	5651.	La Vergne city, Tennessee *
5572.	North Myrtle Beach city, South Carolina	5607.	Union County, South Dakota	5652.	Lawrence County, Tennessee *
5573.	Orangeburg city, South Carolina	5608.	Vermillion city, South Dakota	5653.	Lebanon city, Tennessee *
5574.	Port Royal town, South Carolina	5609.	Watertown city, South Dakota	5654.	Lincoln County, Tennessee *
5575.	Saluda County, South Carolina	5610.	Yankton city, South Dakota	5655.	Loudon County, Tennessee *
5576.	Simpsonville city, South Carolina	5611.	Yankton County, South Dakota	5656.	Madison County, Tennessee *
5577.	Tega Cay city, South Carolina	5612.	Anderson County, Tennessee *	5657.	Marshall County, Tennessee *
5578.	Union County, South Carolina	5613.	Bartlett city, Tennessee *	5658.	Maury County, Tennessee *
5579.	West Columbia city, South Carolina	5614.	Bedford County, Tennessee *	5659.	McMinn County, Tennessee *
5580.	Brookings County, South Dakota *	5615.	Blount County, Tennessee *	5660.	Memphis city, Tennessee *
5581.	Brown County, South Dakota *	5616.	Bradley County, Tennessee *	5661.	Monroe County, Tennessee *
5582.	Lincoln County, South Dakota *	5617.	Brentwood city, Tennessee *	5662.	Montgomery County, Tennessee *
5583.	Minnehaha County, South Dakota *	5618.	Campbell County, Tennessee *	5663.	Morristown city, Tennessee *
5584.	Pennington County, South Dakota *	5619.	Carter County, Tennessee *	5664.	Mount Juliet city, Tennessee *
5585.	Rapid City city, South Dakota *	5620.	Chattanooga city, Tennessee *	5665.	Murfreesboro city, Tennessee *
5586.	Sioux Falls city, South Dakota *	5621.	Cheatham County, Tennessee *	5666.	Nashville-Davidson metropolitan government, Tennessee *
5587.	Aberdeen city, South Dakota	5622.	Claiborne County, Tennessee *	5667.	Obion County, Tennessee *
5588.	Beadle County, South Dakota	5623.	Clarksville city, Tennessee *	5668.	Putnam County, Tennessee *
5589.	Box Elder city, South Dakota	5624.	Cleveland city, Tennessee *	5669.	Rhea County, Tennessee *
5590.	Brandon city, South Dakota	5625.	Cocke County, Tennessee *	5670.	Roane County, Tennessee *
5591.	Brookings city, South Dakota	5626.	Coffee County, Tennessee *	5671.	Robertson County, Tennessee *
5592.	Butte County, South Dakota	5627.	Collierville town, Tennessee *	5672.	Rutherford County, Tennessee *
5593.	Clay County, South Dakota	5628.	Columbia city, Tennessee *	5673.	Sevier County, Tennessee *
		5629.	Cookeville city, Tennessee *	5674.	Shelby County, Tennessee *
		5630.	Cumberland County, Tennessee *	5675.	Smyrna town, Tennessee *
		5631.	Dickson County, Tennessee *	5676.	Spring Hill city, Tennessee *
		5632.	Dyer County, Tennessee *	5677.	Sullivan County, Tennessee *
		5633.	Fayette County, Tennessee *	5678.	Sumner County, Tennessee *
		5634.	Franklin city, Tennessee *	5679.	Tipton County, Tennessee *
		5635.	Franklin County, Tennessee *	5680.	Warren County, Tennessee *
		5636.	Gallatin city, Tennessee *	5681.	Washington County, Tennessee *
		5637.	Germantown city, Tennessee *	5682.	Weakley County, Tennessee *
		5638.	Gibson County, Tennessee *	5683.	Williamson County, Tennessee *

5684.	Wilson County, Tennessee *	5737.	Paris city, Tennessee	5792.	Comal County, Texas *
5685.	Arlington town, Tennessee	5738.	Polk County, Tennessee	5793.	Conroe city, Texas *
5686.	Athens city, Tennessee	5739.	Portland city, Tennessee	5794.	Cooke County, Texas *
5687.	Benton County, Tennessee	5740.	Red Bank city, Tennessee	5795.	Coppell city, Texas *
5688.	Bledsoe County, Tennessee	5741.	Scott County, Tennessee	5796.	Copperas Cove city, Texas *
5689.	Bristol city, Tennessee	5742.	Sequatchie County, Tennessee	5797.	Corpus Christi city, Texas *
5690.	Cannon County, Tennessee	5743.	Sevierville city, Tennessee	5798.	Coryell County, Texas *
5691.	Carroll County, Tennessee	5744.	Shelbyville city, Tennessee	5799.	Dallas city, Texas *
5692.	Chester County, Tennessee	5745.	Smith County, Tennessee	5800.	Dallas County, Texas *
5693.	Clinton city, Tennessee	5746.	Soddy-Daisy city, Tennessee	5801.	Deer Park city, Texas *
5694.	Collegedale city, Tennessee	5747.	Springfield city, Tennessee	5802.	Del Rio city, Texas *
5695.	Crockett County, Tennessee	5748.	Stewart County, Tennessee	5803.	Denton city, Texas *
5696.	Crossville city, Tennessee	5749.	Tulahoma city, Tennessee	5804.	Denton County, Texas *
5697.	Decatur County, Tennessee	5750.	Unicoi County, Tennessee	5805.	DeSoto city, Texas *
5698.	DeKalb County, Tennessee	5751.	Union City city, Tennessee	5806.	Duncanville city, Texas *
5699.	Dickson city, Tennessee	5752.	Union County, Tennessee	5807.	Ector County, Texas *
5700.	Dyersburg city, Tennessee	5753.	Wayne County, Tennessee	5808.	Edinburg city, Texas *
5701.	East Ridge city, Tennessee	5754.	White County, Tennessee	5809.	El Paso city, Texas *
5702.	Elizabethton city, Tennessee	5755.	White House city, Tennessee	5810.	El Paso County, Texas *
5703.	Farragut town, Tennessee	5756.	Abilene city, Texas *	5811.	Ellis County, Texas *
5704.	Fentress County, Tennessee	5757.	Allen city, Texas *	5812.	Erath County, Texas *
5705.	Giles County, Tennessee	5758.	Amarillo city, Texas *	5813.	Eules city, Texas *
5706.	Goodlettsville city, Tennessee	5759.	Anderson County, Texas *	5814.	Fannin County, Texas *
5707.	Grainger County, Tennessee	5760.	Angelina County, Texas *	5815.	Farmers Branch city, Texas *
5708.	Greeneville town, Tennessee	5761.	Arlington city, Texas *	5816.	Flower Mound town, Texas *
5709.	Grundy County, Tennessee	5762.	Atascosa County, Texas *	5817.	Fort Bend County, Texas *
5710.	Hardeman County, Tennessee	5763.	Austin city, Texas *	5818.	Fort Worth city, Texas *
5711.	Hardin County, Tennessee	5764.	Austin County, Texas *	5819.	Friendswood city, Texas *
5712.	Hartsville/Trousdale County, Tennessee	5765.	Bastrop County, Texas *	5820.	Frisco city, Texas *
5713.	Haywood County, Tennessee	5766.	Baytown city, Texas *	5821.	Galveston city, Texas *
5714.	Henderson County, Tennessee	5767.	Beaumont city, Texas *	5822.	Galveston County, Texas *
5715.	Hickman County, Tennessee	5768.	Bedford city, Texas *	5823.	Garland city, Texas *
5716.	Humphreys County, Tennessee	5769.	Bee County, Texas *	5824.	Georgetown city, Texas *
5717.	Jackson County, Tennessee	5770.	Bell County, Texas *	5825.	Grand Prairie city, Texas *
5718.	Johnson County, Tennessee	5771.	Bexar County, Texas *	5826.	Grapevine city, Texas *
5719.	Lakeland city, Tennessee	5772.	Bowie County, Texas *	5827.	Grayson County, Texas *
5720.	Lauderdale County, Tennessee	5773.	Brazoria County, Texas *	5828.	Gregg County, Texas *
5721.	Lawrenceburg city, Tennessee	5774.	Brazos County, Texas *	5829.	Guadalupe County, Texas *
5722.	Lewis County, Tennessee	5775.	Brown County, Texas *	5830.	Hale County, Texas *
5723.	Lewisburg city, Tennessee	5776.	Brownsville city, Texas *	5831.	Haltom City city, Texas *
5724.	Macon County, Tennessee	5777.	Bryan city, Texas *	5832.	Hardin County, Texas *
5725.	Manchester city, Tennessee	5778.	Burleson city, Texas *	5833.	Harker Heights city, Texas *
5726.	Marion County, Tennessee	5779.	Burnet County, Texas *	5834.	Harlingen city, Texas *
5727.	Martin city, Tennessee	5780.	Caldwell County, Texas *	5835.	Harris County, Texas *
5728.	Maryville city, Tennessee	5781.	Cameron County, Texas *	5836.	Harrison County, Texas *
5729.	McMinnville city, Tennessee	5782.	Carrollton city, Texas *	5837.	Hays County, Texas *
5730.	McNairy County, Tennessee	5783.	Cass County, Texas *	5838.	Henderson County, Texas *
5731.	Meigs County, Tennessee	5784.	Cedar Hill city, Texas *	5839.	Hidalgo County, Texas *
5732.	Millington city, Tennessee	5785.	Cedar Park city, Texas *	5840.	Hill County, Texas *
5733.	Morgan County, Tennessee	5786.	Chambers County, Texas *	5841.	Hood County, Texas *
5734.	Nolensville town, Tennessee	5787.	Cherokee County, Texas *	5842.	Hopkins County, Texas *
5735.	Oak Ridge city, Tennessee	5788.	Cibolo city, Texas *	5843.	Houston city, Texas *
5736.	Overton County, Tennessee	5789.	Cleburne city, Texas *	5844.	Howard County, Texas *
		5790.	College Station city, Texas *	5845.	Hunt County, Texas *
		5791.	Collin County, Texas *	5846.	Huntsville city, Texas *

5847.	Hurst city, Texas *	5901.	Polk County, Texas *	5956.	Alamo city, Texas
5848.	Irving city, Texas *	5902.	Port Arthur city, Texas *	5957.	Alice city, Texas
5849.	Jasper County, Texas *	5903.	Potter County, Texas *	5958.	Alton city, Texas
5850.	Jefferson County, Texas *	5904.	Randall County, Texas *	5959.	Alvin city, Texas
5851.	Jim Wells County, Texas *	5905.	Richardson city, Texas *	5960.	Andrews city, Texas
5852.	Johnson County, Texas *	5906.	Rockwall city, Texas *	5961.	Andrews County, Texas
5853.	Kaufman County, Texas *	5907.	Rockwall County, Texas *	5962.	Angleton city, Texas
5854.	Keller city, Texas *	5908.	Rosenberg city, Texas *	5963.	Anna city, Texas
5855.	Kendall County, Texas *	5909.	Round Rock city, Texas *	5964.	Aranzas County, Texas
5856.	Kerr County, Texas *	5910.	Rowlett city, Texas *	5965.	Athens city, Texas
5857.	Killeen city, Texas *	5911.	Rusk County, Texas *	5966.	Azle city, Texas
5858.	Kleberg County, Texas *	5912.	San Angelo city, Texas *	5967.	Balch Springs city, Texas
5859.	Kyle city, Texas *	5913.	San Antonio city, Texas *	5968.	Bandera County, Texas
5860.	La Porte city, Texas *	5914.	San Juan city, Texas *	5969.	Bay City city, Texas
5861.	Lamar County, Texas *	5915.	San Marcos city, Texas *	5970.	Beeville city, Texas
5862.	Lancaster city, Texas *	5916.	San Patricio County, Texas *	5971.	Bellaire city, Texas
5863.	Laredo city, Texas *	5917.	Schertz city, Texas *	5972.	Bellmead city, Texas
5864.	League City city, Texas *	5918.	Sherman city, Texas *	5973.	Belton city, Texas
5865.	Leander city, Texas *	5919.	Smith County, Texas *	5974.	Benbrook city, Texas
5866.	Lewisville city, Texas *	5920.	Socorro city, Texas *	5975.	Big Spring city, Texas
5867.	Liberty County, Texas *	5921.	Southlake city, Texas *	5976.	Blanco County, Texas
5868.	Little Elm city, Texas *	5922.	Starr County, Texas *	5977.	Boerne city, Texas
5869.	Longview city, Texas *	5923.	Sugar Land city, Texas *	5978.	Bonham city, Texas
5870.	Lubbock city, Texas *	5924.	Tarrant County, Texas *	5979.	Borger city, Texas
5871.	Lubbock County, Texas *	5925.	Taylor County, Texas *	5980.	Bosque County, Texas
5872.	Lufkin city, Texas *	5926.	Temple city, Texas *	5981.	Brenham city, Texas
5873.	Mansfield city, Texas *	5927.	Texarkana city, Texas *	5982.	Brownwood city, Texas
5874.	Matagorda County, Texas *	5928.	Texas City city, Texas *	5983.	Buda city, Texas
5875.	Maverick County, Texas *	5929.	The Colony city, Texas *	5984.	Burkburnett city, Texas
5876.	McAllen city, Texas *	5930.	Titus County, Texas *	5985.	Burleson County, Texas
5877.	McKinney city, Texas *	5931.	Tom Green County, Texas *	5986.	Calhoun County, Texas
5878.	McLennan County, Texas *	5932.	Travis County, Texas *	5987.	Callahan County, Texas
5879.	Medina County, Texas *	5933.	Tyler city, Texas *	5988.	Camp County, Texas
5880.	Mesquite city, Texas *	5934.	Upshur County, Texas *	5989.	Canyon city, Texas
5881.	Midland city, Texas *	5935.	Val Verde County, Texas *	5990.	Celina city, Texas
5882.	Midland County, Texas *	5936.	Van Zandt County, Texas *	5991.	Clay County, Texas
5883.	Midlothian city, Texas *	5937.	Victoria city, Texas *	5992.	Clute city, Texas
5884.	Mission city, Texas *	5938.	Victoria County, Texas *	5993.	Colleyville city, Texas
5885.	Missouri City city, Texas *	5939.	Waco city, Texas *	5994.	Colorado County, Texas
5886.	Montgomery County, Texas *	5940.	Walker County, Texas *	5995.	Comanche County, Texas
5887.	Nacogdoches city, Texas *	5941.	Waller County, Texas *	5996.	Converse city, Texas
5888.	Nacogdoches County, Texas *	5942.	Washington County, Texas *	5997.	Corinth city, Texas
5889.	Navarro County, Texas *	5943.	Waxahachie city, Texas *	5998.	Corsicana city, Texas
5890.	New Braunfels city, Texas *	5944.	Weatherford city, Texas *	5999.	Crowley city, Texas
5891.	North Richland Hills city, Texas *	5945.	Webb County, Texas *	6000.	Dawson County, Texas
5892.	Nueces County, Texas *	5946.	Weslaco city, Texas *	6001.	Deaf Smith County, Texas
5893.	Odessa city, Texas *	5947.	Wharton County, Texas *	6002.	Denison city, Texas
5894.	Orange County, Texas *	5948.	Wichita County, Texas *	6003.	DeWitt County, Texas
5895.	Parker County, Texas *	5949.	Wichita Falls city, Texas *	6004.	Dickinson city, Texas
5896.	Pasadena city, Texas *	5950.	Williamson County, Texas *	6005.	Dimmit County, Texas
5897.	Pearland city, Texas *	5951.	Wilson County, Texas *	6006.	Donna city, Texas
5898.	Pflugerville city, Texas *	5952.	Wise County, Texas *	6007.	Dumas city, Texas
5899.	Pharr city, Texas *	5953.	Wood County, Texas *	6008.	Duval County, Texas
5900.	Plano city, Texas *	5954.	Wylie city, Texas *	6009.	Eagle Pass city, Texas
		5955.	Addison town, Texas	6010.	Eastland County, Texas

6011. El Campo city, Texas	6066. Leon County, Texas	6121. Sabine County, Texas
6012. Elgin city, Texas	6067. Leon Valley city, Texas	6122. Sachse city, Texas
6013. Ennis city, Texas	6068. Levelland city, Texas	6123. Saginaw city, Texas
6014. Fair Oaks Ranch city, Texas	6069. Limestone County, Texas	6124. San Benito city, Texas
6015. Falls County, Texas	6070. Live Oak city, Texas	6125. San Jacinto County, Texas
6016. Fate city, Texas	6071. Live Oak County, Texas	6126. Santa Fe city, Texas
6017. Fayette County, Texas	6072. Llano County, Texas	6127. Scurry County, Texas
6018. Forest Hill city, Texas	6073. Lockhart city, Texas	6128. Seabrook city, Texas
6019. Forney city, Texas	6074. Lumberton city, Texas	6129. Seagoville city, Texas
6020. Franklin County, Texas	6075. Madison County, Texas	6130. Seguin city, Texas
6021. Fredericksburg city, Texas	6076. Manor city, Texas	6131. Selma city, Texas
6022. Freeport city, Texas	6077. Manvel city, Texas	6132. Shelby County, Texas
6023. Freestone County, Texas	6078. Marshall city, Texas	6133. Snyder city, Texas
6024. Frio County, Texas	6079. Melissa city, Texas	6134. South Houston city, Texas
6025. Fulshear city, Texas	6080. Mercedes city, Texas	6135. Stafford city, Texas
6026. Gaines County, Texas	6081. Milam County, Texas	6136. Stephenville city, Texas
6027. Gainesville city, Texas	6082. Mineral Wells city, Texas	6137. Sulphur Springs city, Texas
6028. Galena Park city, Texas	6083. Montague County, Texas	6138. Sweetwater city, Texas
6029. Gatesville city, Texas	6084. Moore County, Texas	6139. Taylor city, Texas
6030. Gillespie County, Texas	6085. Morris County, Texas	6140. Terrell city, Texas
6031. Glenn Heights city, Texas	6086. Mount Pleasant city, Texas	6141. Terry County, Texas
6032. Gonzales County, Texas	6087. Murphy city, Texas	6142. Tomball city, Texas
6033. Granbury city, Texas	6088. Nederland city, Texas	6143. Trinity County, Texas
6034. Gray County, Texas	6089. Newton County, Texas	6144. Trophy Club town, Texas
6035. Greenville city, Texas	6090. Nolan County, Texas	6145. Tyler County, Texas
6036. Grimes County, Texas	6091. Orange city, Texas	6146. Universal City city, Texas
6037. Groves city, Texas	6092. Palestine city, Texas	6147. University Park city, Texas
6038. Henderson city, Texas	6093. Palo Pinto County, Texas	6148. Uvalde city, Texas
6039. Hereford city, Texas	6094. Pampa city, Texas	6149. Uvalde County, Texas
6040. Hewitt city, Texas	6095. Panola County, Texas	6150. Vernon city, Texas
6041. Hidalgo city, Texas	6096. Paris city, Texas	6151. Vidor city, Texas
6042. Highland Village city, Texas	6097. Pearsall city, Texas	6152. Ward County, Texas
6043. Hockley County, Texas	6098. Pecos city, Texas	6153. Watauga city, Texas
6044. Horizon City city, Texas	6099. Pecos County, Texas	6154. Webster city, Texas
6045. Houston County, Texas	6100. Plainview city, Texas	6155. West University Place city, Texas
6046. Humble city, Texas	6101. Pleasanton city, Texas	
6047. Hutchinson County, Texas	6102. Port Lavaca city, Texas	6156. White Settlement city, Texas
6048. Hutto city, Texas	6103. Port Neches city, Texas	6157. Wilbarger County, Texas
6049. Ingleside city, Texas	6104. Portland city, Texas	6158. Willacy County, Texas
6050. Jacinto City city, Texas	6105. Princeton city, Texas	6159. Young County, Texas
6051. Jackson County, Texas	6106. Prosper town, Texas	6160. Zapata County, Texas
6052. Jacksonville city, Texas	6107. Rains County, Texas	6161. Zavala County, Texas
6053. Jones County, Texas	6108. Raymondville city, Texas	6162. American Fork city, Utah *
6054. Karnes County, Texas	6109. Red Oak city, Texas	6163. Bountiful city, Utah *
6055. Katy city, Texas	6110. Red River County, Texas	6164. Box Elder County, Utah *
6056. Kerrville city, Texas	6111. Reeves County, Texas	6165. Cache County, Utah *
6057. Kilgore city, Texas	6112. Richmond city, Texas	6166. Cedar City city, Utah *
6058. Kingsville city, Texas	6113. Rio Grande City city, Texas	6167. Clearfield city, Utah *
6059. La Marque city, Texas	6114. Robertson County, Texas	6168. Cottonwood Heights city, Utah *
6060. Lake Jackson city, Texas	6115. Robinson city, Texas	
6061. Lakeway city, Texas	6116. Robstown city, Texas	6169. Davis County, Utah *
6062. Lamb County, Texas	6117. Rockport city, Texas	6170. Draper city, Utah *
6063. Lampasas County, Texas	6118. Roma city, Texas	6171. Eagle Mountain city, Utah *
6064. Lavaca County, Texas	6119. Royse City city, Texas	6172. Herriman city, Utah *
6065. Lee County, Texas	6120. Runnels County, Texas	6173. Holladay city, Utah *

6174. Iron County, Utah *	6228. Millard County, Utah	6279. Caroline County, Virginia *
6175. Kaysville city, Utah *	6229. Morgan County, Utah	6280. Charlottesville city, Virginia *
6176. Kearns metro township, Utah *	6230. North Logan city, Utah	6281. Chesapeake city, Virginia *
6177. Layton city, Utah *	6231. North Ogden city, Utah	6282. Chesterfield County, Virginia *
6178. Lehi city, Utah *	6232. North Salt Lake city, Utah	6283. Culpeper County, Virginia *
6179. Logan city, Utah *	6233. Payson city, Utah	6284. Danville city, Virginia *
6180. Midvale city, Utah *	6234. Pleasant View city, Utah	6285. Fairfax County, Virginia *
6181. Millcreek city, Utah *	6235. San Juan County, Utah	6286. Fauquier County, Virginia *
6182. Murray city, Utah *	6236. Santaquin city, Utah	6287. Franklin County, Virginia *
6183. Ogden city, Utah *	6237. Sevier County, Utah	6288. Frederick County, Virginia *
6184. Orem city, Utah *	6238. Smithfield city, Utah	6289. Gloucester County, Virginia *
6185. Pleasant Grove city, Utah *	6239. South Ogden city, Utah	6290. Halifax County, Virginia *
6186. Provo city, Utah *	6240. South Salt Lake city, Utah	6291. Hampton city, Virginia *
6187. Riverton city, Utah *	6241. Vernal city, Utah	6292. Hanover County, Virginia *
6188. Roy city, Utah *	6242. Vineyard town, Utah	6293. Harrisonburg city, Virginia *
6189. Salt Lake City city, Utah *	6243. Washington city, Utah	6294. Henrico County, Virginia *
6190. Salt Lake County, Utah *	6244. West Haven city, Utah	6295. Henry County, Virginia *
6191. Sandy city, Utah *	6245. West Point city, Utah	6296. Isle of Wight County, Virginia *
6192. Sanpete County, Utah *	6246. Woods Cross city, Utah	6297. James City County, Virginia *
6193. Saratoga Springs city, Utah *	6247. Addison County, Vermont *	6298. Leesburg town, Virginia *
6194. South Jordan city, Utah *	6248. Bennington County, Vermont *	6299. Loudoun County, Virginia *
6195. Spanish Fork city, Utah *	6249. Burlington city, Vermont *	6300. Louisa County, Virginia *
6196. Springville city, Utah *	6250. Chittenden County, Vermont *	6301. Lynchburg city, Virginia *
6197. St. George city, Utah *	6251. Franklin County, Vermont *	6302. Manassas city, Virginia *
6198. Summit County, Utah *	6252. Rutland County, Vermont *	6303. Mecklenburg County, Virginia *
6199. Syracuse city, Utah *	6253. Washington County, Vermont *	6304. Montgomery County, Virginia *
6200. Taylorsville city, Utah *	6254. Windham County, Vermont *	6305. Newport News city, Virginia *
6201. Tooele city, Utah *	6255. Windsor County, Vermont *	6306. Norfolk city, Virginia *
6202. Tooele County, Utah *	6256. Bennington town, Vermont	6307. Orange County, Virginia *
6203. Uintah County, Utah *	6257. Brattleboro town, Vermont	6308. Petersburg city, Virginia *
6204. Utah County, Utah *	6258. Caledonia County, Vermont	6309. Pittsylvania County, Virginia *
6205. Wasatch County, Utah *	6259. Colchester town, Vermont	6310. Portsmouth city, Virginia *
6206. Washington County, Utah *	6260. Essex Junction village, Vermont	6311. Prince George County, Virginia *
6207. Weber County, Utah *	6261. Essex town, Vermont	6312. Prince William County, Virginia *
6208. West Jordan city, Utah *	6262. Lamoille County, Vermont	6313. Pulaski County, Virginia *
6209. West Valley City city, Utah *	6263. Milton town, Vermont	6314. Richmond city, Virginia *
6210. Alpine city, Utah	6264. Orange County, Vermont	6315. Roanoke city, Virginia *
6211. Bluffdale city, Utah	6265. Orleans County, Vermont	6316. Roanoke County, Virginia *
6212. Brigham City city, Utah	6266. Rutland city, Vermont	6317. Rockingham County, Virginia *
6213. Carbon County, Utah	6267. South Burlington city, Vermont	6318. Shenandoah County, Virginia *
6214. Cedar Hills city, Utah	6268. Williston town, Vermont	6319. Smyth County, Virginia *
6215. Centerville city, Utah	6269. Accomack County, Virginia *	6320. Spotsylvania County, Virginia *
6216. Clinton city, Utah	6270. Albemarle County, Virginia *	6321. Stafford County, Virginia *
6217. Duchesne County, Utah	6271. Alexandria city, Virginia *	6322. Suffolk city, Virginia *
6218. Emery County, Utah	6272. Amherst County, Virginia *	6323. Tazewell County, Virginia *
6219. Farmington city, Utah	6273. Arlington County, Virginia *	
6220. Grantsville city, Utah	6274. Augusta County, Virginia *	
6221. Heber city, Utah	6275. Bedford County, Virginia *	
6222. Highland city, Utah	6276. Blacksburg town, Virginia *	
6223. Hurricane city, Utah	6277. Botetourt County, Virginia *	
6224. Juab County, Utah	6278. Campbell County, Virginia *	
6225. Lindon city, Utah		
6226. Magna metro township, Utah		
6227. Mapleton city, Utah		

6324. Virginia Beach city, Virginia *	6376. Prince Edward County, Virginia	6422. Lake Stevens city, Washington *
6325. Warren County, Virginia *	6377. Purcellville town, Virginia	6423. Lakewood city, Washington *
6326. Washington County, Virginia *	6378. Radford city, Virginia	6424. Lewis County, Washington *
6327. Wise County, Virginia *	6379. Rockbridge County, Virginia	6425. Longview city, Washington *
6328. York County, Virginia *	6380. Russell County, Virginia	6426. Lynnwood city, Washington *
6329. Alleghany County, Virginia	6381. Salem city, Virginia	6427. Marysville city, Washington *
6330. Amelia County, Virginia	6382. Scott County, Virginia	6428. Mason County, Washington *
6331. Appomattox County, Virginia	6383. Southampton County, Virginia	6429. Mount Vernon city, Washington *
6332. Bristol city, Virginia	6384. Staunton city, Virginia	6430. Okanogan County, Washington *
6333. Brunswick County, Virginia	6385. Sussex County, Virginia	6431. Olympia city, Washington *
6334. Buchanan County, Virginia	6386. Vienna town, Virginia	6432. Pasco city, Washington *
6335. Buckingham County, Virginia	6387. Warrenton town, Virginia	6433. Pierce County, Washington *
6336. Carroll County, Virginia	6388. Waynesboro city, Virginia	6434. Pullman city, Washington *
6337. Charlotte County, Virginia	6389. Westmoreland County, Virginia	6435. Puyallup city, Washington *
6338. Christiansburg town, Virginia	6390. Williamsburg city, Virginia	6436. Redmond city, Washington *
6339. Clarke County, Virginia	6391. Winchester city, Virginia	6437. Renton city, Washington *
6340. Colonial Heights city, Virginia	6392. Wythe County, Virginia	6438. Richland city, Washington *
6341. Culpeper town, Virginia	6393. Auburn city, Washington *	6439. Sammamish city, Washington *
6342. Dickenson County, Virginia	6394. Bellevue city, Washington *	6440. Seattle city, Washington *
6343. Dinwiddie County, Virginia	6395. Bellingham city, Washington *	6441. Shoreline city, Washington *
6344. Essex County, Virginia	6396. Benton County, Washington *	6442. Skagit County, Washington *
6345. Fairfax city, Virginia	6397. Bothell city, Washington *	6443. Snohomish County, Washington *
6346. Falls Church city, Virginia	6398. Bremerton city, Washington *	6444. Spokane city, Washington *
6347. Floyd County, Virginia	6399. Burien city, Washington *	6445. Spokane County, Washington *
6348. Fluvanna County, Virginia	6400. Chelan County, Washington *	6446. Spokane Valley city, Washington *
6349. Fredericksburg city, Virginia	6401. Clallam County, Washington *	6447. Stevens County, Washington *
6350. Front Royal town, Virginia	6402. Clark County, Washington *	6448. Tacoma city, Washington *
6351. Giles County, Virginia	6403. Cowlitz County, Washington *	6449. Thurston County, Washington *
6352. Goochland County, Virginia	6404. Des Moines city, Washington *	6450. University Place city, Washington *
6353. Grayson County, Virginia	6405. Douglas County, Washington *	6451. Vancouver city, Washington *
6354. Greene County, Virginia	6406. Edmonds city, Washington *	6452. Walla Walla city, Washington *
6355. Greensville County, Virginia	6407. Everett city, Washington *	6453. Walla Walla County, Washington *
6356. Herndon town, Virginia	6408. Federal Way city, Washington *	6454. Wenatchee city, Washington *
6357. Hopewell city, Virginia	6409. Franklin County, Washington *	6455. Whatcom County, Washington *
6358. King George County, Virginia	6410. Grant County, Washington *	6456. Whitman County, Washington *
6359. King William County, Virginia	6411. Grays Harbor County, Washington *	6457. Yakima city, Washington *
6360. Lancaster County, Virginia	6412. Island County, Washington *	6458. Yakima County, Washington *
6361. Lee County, Virginia	6413. Issaquah city, Washington *	6459. Aberdeen city, Washington
6362. Lunenburg County, Virginia	6414. Jefferson County, Washington *	6460. Adams County, Washington
6363. Madison County, Virginia	6415. Kennewick city, Washington *	6461. Anacortes city, Washington
6364. Manassas Park city, Virginia	6416. Kent city, Washington *	6462. Arlington city, Washington
6365. Martinsville city, Virginia	6417. King County, Washington *	6463. Asotin County, Washington
6366. Middlesex County, Virginia	6418. Kirkland city, Washington *	
6367. Nelson County, Virginia	6419. Kitsap County, Washington *	
6368. New Kent County, Virginia	6420. Kittitas County, Washington *	
6369. Northampton County, Virginia	6421. Lacey city, Washington *	
6370. Northumberland County, Virginia		
6371. Nottoway County, Virginia		
6372. Page County, Virginia		
6373. Patrick County, Virginia		
6374. Poquoson city, Virginia		
6375. Powhatan County, Virginia		

6464. Bainbridge Island city, Washington	6510. Tumwater city, Washington	6554. Oconto County, Wisconsin *
6465. Battle Ground city, Washington	6511. Washougal city, Washington	6555. Oneida County, Wisconsin *
6466. Bonney Lake city, Washington	6512. West Richland city, Washington	6556. Oshkosh city, Wisconsin *
6467. Camas city, Washington	6513. Woodinville city, Washington	6557. Outagamie County, Wisconsin *
6468. Centralia city, Washington	6514. Appleton city, Wisconsin *	6558. Ozaukee County, Wisconsin *
6469. Cheney city, Washington	6515. Barron County, Wisconsin *	6559. Pierce County, Wisconsin *
6470. Covington city, Washington	6516. Beloit city, Wisconsin *	6560. Polk County, Wisconsin *
6471. East Wenatchee city, Washington	6517. Brookfield city, Wisconsin *	6561. Portage County, Wisconsin *
6472. Edgewood city, Washington	6518. Brown County, Wisconsin *	6562. Racine city, Wisconsin *
6473. Ellensburg city, Washington	6519. Calumet County, Wisconsin *	6563. Racine County, Wisconsin *
6474. Enumclaw city, Washington	6520. Chippewa County, Wisconsin *	6564. Rock County, Wisconsin *
6475. Ferndale city, Washington	6521. Clark County, Wisconsin *	6565. Sauk County, Wisconsin *
6476. Fife city, Washington	6522. Columbia County, Wisconsin *	6566. Shawano County, Wisconsin *
6477. Gig Harbor city, Washington	6523. Dane County, Wisconsin *	6567. Sheboygan city, Wisconsin *
6478. Grandview city, Washington	6524. Dodge County, Wisconsin *	6568. Sheboygan County, Wisconsin *
6479. Kelso city, Washington	6525. Douglas County, Wisconsin *	6569. St. Croix County, Wisconsin *
6480. Kenmore city, Washington	6526. Dunn County, Wisconsin *	6570. Sun Prairie city, Wisconsin *
6481. Klickitat County, Washington	6527. Eau Claire city, Wisconsin *	6571. Vernon County, Wisconsin *
6482. Lake Forest Park city, Washington	6528. Eau Claire County, Wisconsin *	6572. Walworth County, Wisconsin *
6483. Liberty Lake city, Washington	6529. Fitchburg city, Wisconsin *	6573. Washington County, Wisconsin *
6484. Lincoln County, Washington	6530. Fond du Lac city, Wisconsin *	6574. Waukesha city, Wisconsin *
6485. Lynden city, Washington	6531. Fond du Lac County, Wisconsin *	6575. Waukesha County, Wisconsin *
6486. Maple Valley city, Washington	6532. Franklin city, Wisconsin *	6576. Waupaca County, Wisconsin *
6487. Mercer Island city, Washington	6533. Grant County, Wisconsin *	6577. Wausau city, Wisconsin *
6488. Mill Creek city, Washington	6534. Green Bay city, Wisconsin *	6578. Wauwatosa city, Wisconsin *
6489. Monroe city, Washington	6535. Green County, Wisconsin *	6579. West Allis city, Wisconsin *
6490. Moses Lake city, Washington	6536. Greenfield city, Wisconsin *	6580. West Bend city, Wisconsin *
6491. Mountlake Terrace city, Washington	6537. Janesville city, Wisconsin *	6581. Winnebago County, Wisconsin *
6492. Mukilteo city, Washington	6538. Jefferson County, Wisconsin *	6582. Wood County, Wisconsin *
6493. Newcastle city, Washington	6539. Kenosha city, Wisconsin *	6583. Adams County, Wisconsin
6494. Oak Harbor city, Washington	6540. Kenosha County, Wisconsin *	6584. Allouez village, Wisconsin
6495. Pacific County, Washington	6541. La Crosse city, Wisconsin *	6585. Ashland County, Wisconsin
6496. Pend Oreille County, Washington	6542. La Crosse County, Wisconsin *	6586. Ashwaubenon village, Wisconsin
6497. Port Angeles city, Washington	6543. Madison city, Wisconsin *	6587. Baraboo city, Wisconsin
6498. Port Orchard city, Washington	6544. Manitowoc city, Wisconsin *	6588. Bayfield County, Wisconsin
6499. Poulsbo city, Washington	6545. Manitowoc County, Wisconsin *	6589. Beaver Dam city, Wisconsin
6500. San Juan County, Washington	6546. Marathon County, Wisconsin *	6590. Bellevue village, Wisconsin
6501. SeaTac city, Washington	6547. Marinette County, Wisconsin *	6591. Brown Deer village, Wisconsin
6502. Sedro-Woolley city, Washington	6548. Menomonee Falls village, Wisconsin *	6592. Buffalo County, Wisconsin
6503. Shelton city, Washington	6549. Milwaukee city, Wisconsin *	6593. Burlington city, Wisconsin
6504. Skamania County, Washington	6550. Milwaukee County, Wisconsin *	6594. Burnett County, Wisconsin
6505. Snohomish city, Washington	6551. Monroe County, Wisconsin *	6595. Caledonia village, Wisconsin
6506. Snoqualmie city, Washington	6552. New Berlin city, Wisconsin *	6596. Cedarburg city, Wisconsin
6507. Sumner city, Washington	6553. Oak Creek city, Wisconsin *	6597. Chippewa Falls city, Wisconsin
6508. Sunnyside city, Washington		6598. Crawford County, Wisconsin
6509. Tukwila city, Washington		6599. Cudahy city, Wisconsin

6600. De Pere city, Wisconsin	6648. Portage city, Wisconsin	6697. Riverton city, Wyoming
6601. DeForest village, Wisconsin	6649. Price County, Wisconsin	6698. Rock Springs city, Wyoming
6602. Door County, Wisconsin	6650. Richfield village, Wisconsin	6699. Sheridan city, Wyoming
6603. Elkhorn city, Wisconsin	6651. Richland County, Wisconsin	6700. Teton County, Wyoming
6604. Fort Atkinson city, Wisconsin	6652. River Falls city, Wisconsin	6701. Uinta County, Wyoming
6605. Fox Crossing village, Wisconsin	6653. Rusk County, Wisconsin	
6606. Germantown village, Wisconsin	6654. Salem Lakes village, Wisconsin	
6607. Glendale city, Wisconsin	6655. Sawyer County, Wisconsin	
6608. Grafton village, Wisconsin	6656. Shorewood village, Wisconsin	
6609. Grand Chute town, Wisconsin	6657. South Milwaukee city, Wisconsin	
6610. Green Lake County, Wisconsin	6658. Stevens Point city, Wisconsin	
6611. Greendale village, Wisconsin	6659. Stoughton city, Wisconsin	
6612. Greenville town, Wisconsin	6660. Suamico village, Wisconsin	
6613. Harrison village, Wisconsin	6661. Superior city, Wisconsin	
6614. Hartford city, Wisconsin	6662. Sussex village, Wisconsin	
6615. Hobart village, Wisconsin	6663. Taylor County, Wisconsin	
6616. Holmen village, Wisconsin	6664. Trempealeau County, Wisconsin	
6617. Howard village, Wisconsin	6665. Two Rivers city, Wisconsin	
6618. Hudson city, Wisconsin	6666. Verona city, Wisconsin	
6619. Iowa County, Wisconsin	6667. Vilas County, Wisconsin	
6620. Jackson County, Wisconsin	6668. Washburn County, Wisconsin	
6621. Juneau County, Wisconsin	6669. Watertown city, Wisconsin	
6622. Kaukauna city, Wisconsin	6670. Waunakee village, Wisconsin	
6623. Kewaunee County, Wisconsin	6671. Waupun city, Wisconsin	
6624. Lafayette County, Wisconsin	6672. Waushara County, Wisconsin	
6625. Langlade County, Wisconsin	6673. Weston village, Wisconsin	
6626. Lincoln County, Wisconsin	6674. Whitefish Bay village, Wisconsin	
6627. Lisbon town, Wisconsin	6675. Whitewater city, Wisconsin	
6628. Little Chute village, Wisconsin	6676. Wisconsin Rapids city, Wisconsin	
6629. Marinette city, Wisconsin	6677. Albany County, Wyoming *	
6630. Marquette County, Wisconsin	6678. Campbell County, Wyoming *	
6631. Marshfield city, Wisconsin	6679. Casper city, Wyoming *	
6632. Menasha city, Wisconsin	6680. Cheyenne city, Wyoming *	
6633. Menomonie city, Wisconsin	6681. Fremont County, Wyoming *	
6634. Mequon city, Wisconsin	6682. Gillette city, Wyoming *	
6635. Middleton city, Wisconsin	6683. Laramie city, Wyoming *	
6636. Monroe city, Wisconsin	6684. Laramie County, Wyoming *	
6637. Mount Pleasant village, Wisconsin	6685. Natrona County, Wyoming *	
6638. Muskego city, Wisconsin	6686. Sheridan County, Wyoming *	
6639. Neenah city, Wisconsin	6687. Sweetwater County, Wyoming *	
6640. Oconomowoc city, Wisconsin	6688. Big Horn County, Wyoming	
6641. Onalaska city, Wisconsin	6689. Carbon County, Wyoming	
6642. Oregon village, Wisconsin	6690. Converse County, Wyoming	
6643. Pewaukee city, Wisconsin	6691. Evanston city, Wyoming	
6644. Platteville city, Wisconsin	6692. Goshen County, Wyoming	
6645. Pleasant Prairie village, Wisconsin	6693. Green River city, Wyoming	
6646. Plover village, Wisconsin	6694. Jackson town, Wyoming	
6647. Port Washington city, Wisconsin	6695. Lincoln County, Wyoming	
	6696. Park County, Wyoming	

EXHIBIT J

Settling Distributors' Subsidiaries, Joint Ventures, and Predecessor Entities

ABC

1. A.T. Pharma Consultancy FZC	39. Alliance Healthcare Services France (f/k/a Alliance Healthcare Formation SAS)
2. AB Eurco Ltd	40. Alliance Healthcare Technology Services Limited
3. AB Financing, LLC	41. Alliance Healthcare Turkey Holding A.S.
4. AB Finco Ltd	42. Alliance Healthcare Yatirim Holding Anonim Şirketi
5. AB Nokco Ltd	43. Alliance Home Health Care, Inc.
6. AB Singapore Investments Pte. Ltd.	44. Alliance UniChem IP Limited
7. AB Specialty Solutions, LLC	45. Alloga (Nederland) B.V.
8. ABBP International Company	46. Alloga France SAS
9. ABSG Canada Holdings, Inc.	47. Alloga Logifarma, S.A.
10. Access M.D. Inc.	48. Alloga Logistica (España) S.L.
11. AERO LINK Courier GmbH	49. ALLOGA LOGISTICS ROMANIA SRL
12. Agri-Laboratories, LTD	50. Alloga Portugal - Armazenagem e Distribuicao Farmaceutica, Lda
13. Agstrata, LLC	51. Alloga UK Limited
14. AH Schweiz GmbH	52. AllyDVM, Inc.
15. AH UK Holdco 1 Limited	53. Almus Farmaceutica, S.A.
16. Alcura France	54. Almus France
17. Alcura Health España, S.A.	55. Almus Pharmaceuticals Limited
18. Alcura UK Limited	56. Almus, Lda.
19. Alliance Boots BV	57. Alphega SA
20. Alliance Boots Schweiz Investments GmbH	58. Ambulatory Pharmaceutical Services, Inc.
21. Alliance Health Services, Inc.	59. American Medical Distributors, Inc.
22. Alliance Healthcare (Distribution) Limited	60. American Oncology Network, LLC
23. Alliance Healthcare Acores (f/k/a Proconfar, S.A.)	61. Amerisource Health Services Corporation
24. Alliance Healthcare Ecza Deposu Anonim Şirketi	62. Amerisource Health Services, LLC
25. Alliance Healthcare España Holdings, S.L.	63. Amerisource Health Services, LLC d/b/a American Health Packaging
26. Alliance Healthcare España S.A.	64. Amerisource Heritage Corporation
27. Alliance Healthcare France SA	65. AmeriSource Heritage LLC
28. Alliance Healthcare Group France SA	66. Amerisource Receivables Financial Corporation
29. Alliance Healthcare Management Services (Nederland) B.V.	67. Amerisource Sales Corporation
30. Alliance Healthcare Management Services Limited	68. AmerisourceBergen Associate Assistance Fund
31. Alliance Healthcare Nederland B.V.	69. AmerisourceBergen BC, ULC
32. Alliance Healthcare Norge AS	70. AmerisourceBergen Canada Corporation
33. Alliance Healthcare Participações SGPS, unipessoal, Lda.	71. AmerisourceBergen Canada GP LLC
34. Alliance Healthcare Répartition	72. AmerisourceBergen Canada GP, LLC
35. Alliance Healthcare Romania SRL	73. AmerisourceBergen Canada Holdings LP
36. Alliance Healthcare S.A.	74. AmerisourceBergen Consulting Services, Inc.
37. Alliance Healthcare s.r.o.	
38. Alliance Healthcare s.r.o. Slovakia Branch	

75. AmerisourceBergen Consulting Services, LLC
76. AmerisourceBergen Corporation
77. AmerisourceBergen Drug Corporation
78. AmerisourceBergen Foundation
79. AmerisourceBergen Global Holdings GmbH
80. AmerisourceBergen Global Investments S.a.r.l.
81. AmerisourceBergen Global Manufacturer Services GmbH
82. AmerisourceBergen Group GmbH
83. AmerisourceBergen Holding Corporation
84. AmerisourceBergen Integrated Services Offering, LLC
85. AmerisourceBergen International Holdings Inc.
86. AmerisourceBergen International Investments, LLC
87. AmerisourceBergen Luxembourg s.a.r.l.
88. AmerisourceBergen Services Corporation
89. AmerisourceBergen Sourcing, LLC
90. AmerisourceBergen Specialty Group Canada Corporation
91. AmerisourceBergen Specialty Group Canada Holdings, Inc.
92. AmerisourceBergen Specialty Group, Inc.
93. AmerisourceBergen Specialty Group, LLC
94. AmerisourceBergen Swiss Holdings GmbH
95. AmerisourceBergen Switzerland GmbH
96. AmerisourceBergen UK Holdings Ltd
97. Anderson Packaging, Inc.
98. AndersonBrecon Inc.
99. Animal Prescriptions Limited
100. Animalytix LLC
101. Apluspharma Ltd
102. Apotheek Hagi B.V.
103. Apotheek Lichtenvoorde B.V.
104. APS Acquisitions Corporation
105. APS Enterprises Holding Company, Inc.
106. Armila UAB
107. ASD Hemophilia Management, LLC
108. ASD Hemophilia Program, L.P.
109. ASD Specialty Healthcare, Inc.
110. ASD Specialty Healthcare, LLC
111. ASD Specialty Healthcare, LLC d/b/a ASD Healthcare
112. ASD Specialty Healthcare, LLC d/b/a Besse Medical
113. ASD Specialty Healthcare, LLC d/b/a Oncology Supply
114. Automed Technologies (Canada) Inc.
115. Automed Technologies (Canada) ULC
116. Automed Technologies, Inc.
117. BBC Laboratories
118. BBC Operating Sub, Inc.
119. BBC Packing Corporation
120. BBC Special Packaging, Inc.
121. BBC Transportation Co.
122. Beachcourse Limited
123. Bellco Drug Corp.
124. Bellco Health Corp.
125. Bergen Brunswick Corporation
126. Bergen Brunswick Drug Company
127. Bergen Brunswick Realty Services, Inc.
128. Bermuda Equity Holdings, Ltd.
129. Beverly Acquisition Corporation
130. Blue Hill II, Inc.
131. Blue Hill, Inc.
132. BluePoint Intellectual Property, LLC
133. Boots Nederland B.V.
134. Boots Norge AS
135. BP Pharmaceuticals Laboratories Unlimited Company
136. BPL Brasil Participacoes Ltda.
137. BPL Brazil Holding Company s.a.r.l.
138. BPL Brazil, LLC
139. BPL Group, LLC
140. BPL Pharmaceuticals Holding Unlimited Company
141. BPLH Ireland Company Dublin, Zug Branch
142. BPLH Ireland Unlimited Company
143. Brecon Holdings Limited
144. Brecon Pharmaceuticals Holdings Limited
145. Brecon Pharmaceuticals Limited
146. Bridge Medical, Inc.
147. Brownstone Pharmacy, Inc.
148. Bruin Acquisition Corp.
149. Burt's Pharmacy, LLC
150. Cameron Stewart Lifescience Canada Inc.
151. Cannes RJ Participacoes S.A.
152. Capstone Med, Inc.
153. Capstone Pharmacy of Delaware, Inc.
154. CDRF Parent LLC
155. CDRF Parent, Inc.
156. Centaur Services Limited
157. Centro Farmaceutico Asturiano, SA
158. Century Advertising Inc.
159. Chapin Drug Company
160. Choice Medical, Inc.
161. Clinical Outcomes Resource Application Corporation
162. Clinical Outcomes Resource Application, Inc.

163. CliniCare Concepts, Inc.
164. ClinPharm, L.L.C.
165. Committed Provider Services, LLC
166. Compuscript, Inc.
167. Computran Systems, Inc.
168. Corrections Pharmacies Licensing Company, L.L.C.
169. Corrections Pharmacies of California, LP
170. Corrections Pharmacies of Hawaii, LP
171. Corrections Pharmacies, L.L.C.
172. Cubex, LLC
173. Datapharm Sarl
174. DD Wholesale, Inc.
175. Dialysis Purchasing Alliance, Inc.
176. Directlog
177. Documedics Acquisition Co., Inc.
178. Drug Service, Inc.
179. Dunnington Drug, Inc.
180. Dunnington RX Services of Massachusetts, Inc.
181. Dunnington RX Services of Rhode Island, Inc.
182. Durr-Fillauer Medical, Inc.
183. Durvet, Inc.
184. Dymaxium Healthcare Innovations, Ltd.
185. Dymaxium Holdings, Ltd.
186. Dymaxium, Ltd.
187. Entel d.o.o.
188. Escalante Solutions, L.P.
189. Esko İtiryat Sanayi ve Ticaret Anonim Şirketi
190. Euro Registratie Collectief B.V.
191. European Physician Networks GmbH
192. Express Pharmacy Services, Inc.
193. Falcon Acquisition Sub, LLC
194. Family Center Pharmacy, Inc.
195. Feeders Advantage, LCC
196. General Drug Company
197. Goot Nursing Home Pharmacy, Inc.
198. Goot Westbridge Pharmacy, Inc.
199. Goot's Goodies, Inc.
200. Goot's Pharmacy & Orthopedic Supply, Inc.
201. Green Barn, Inc
202. H. D. Smith Holding Company
203. H. D. Smith Holdings, LLC
204. H. D. Smith Wholesale Drug Co.
205. H. D. Smith, LLC
206. HAI Acquisition, Inc.
207. HDS Solutions, LLC
208. Health Services Capital Corporation
209. Healthcare Prescription Services, Inc.
210. HealthForward Inc.
211. HealthQuest Partner II, L.P.
212. HealthTronics Data Solutions LLC
213. HealthTronics Data Solutions, LLC
214. HealthTronics Information Technology Solutions, Inc.
215. Hedef International Holdings BV
216. Home Medical Equipment Health Company
217. Hydra Pharm SPA
218. I.g.G. of America, Inc.
219. IHS Acquisition XXX, Inc.
220. Imedex, Inc.
221. Imedex, LLC
222. Independent Pharmacy Buying Group, Inc.
223. Innomar Pharmacy (BC) Inc.
224. Innomar Pharmacy (SK) Inc.
225. Innomar Pharmacy Inc.
226. Innomar Specialty Pharmacy, Inc.
227. Innomar Strategies Inc.
228. Innovation Cancer, Inc.
229. Insta-Care Holdings, Inc.
230. Insta-Care Pharmacy Services Corporation
231. Intake Initiatives Incorporated
232. IntegraConnect NewCo, LLC
233. Integrated Commercialization Solutions, Inc.
234. Integrated Commercialization Solutions, LLC
235. Integrated Health Systems Outcomes Coalition, LLC
236. Inteplex, Inc.
237. Interfill, LLC
238. International Oncology Network Solutions, Inc.
239. International Physician Networks, L.L.C.
240. International Rheumatology Network, L.L.C.
241. IntrinsiQ Holdings, Inc.
242. IntrinsiQ Specialty Solutions, Inc.
243. IntrinsiQ Tendler, Inc.
244. IntrinsiQ, LLC
245. J.M. Blanco, Inc.
246. James Brudnick Company, Inc.
247. K/S Instrument Corp.
248. KRP Investments, Inc.
249. Labpak Limited
250. LAD Drug Corporation
251. Leading Educational Research Network, LLC
252. Lexicon Pharmacy Services, L.L.C.
253. Liberty Acquisition Corp.
254. Libra C.V.
255. Los Angeles Drug Corporation
256. M.D.P. Properties, Inc.
257. Managed Care Network, Inc.
258. Marshall Reinardy LLC

259. Medical Health Industries, Inc.
260. Medical Initiatives, Inc.
261. Medidyne Corp.
262. Medselect Inc.
263. Memorial Pet Care, Inc.
264. Micro Technologies Canada Inc.
265. MWI Buying Group Limited (formerly St. Francis Limited)
266. MWI Supply (UK Acquisition) Limited
267. MWI Supply (UK Holdings) Limited
268. MWI Supply (UK) Limited
269. MWI Veterinary Supply Co.
270. MWI Veterinary Supply, Inc.
271. Nareks Ecza Deposu Ticaret Anonim Şirketi
272. Network for Medical Communication & Research Analytics, LLC
273. New Jersey Medical Corporation
274. Nexiapharma, SL
275. NMCR Holdings, Inc.
276. NMCR-Europe, LLC
277. Northeast Veterinary Supply Company, LLC
278. Oktal Pharma d.o.o
279. Oktal Pharma d.o.o
280. Oktal Pharma d.o.o [Zagreb]
281. Oktal Pharma d.o.o.
282. Oktal Pharma Hungary K.f.t.
283. Omni Med B, Inc.
284. OPH Oktal Pharma d.o.o
285. OTC Direct Limited
286. Paris Acquisition Corp.
287. Pharm Plus Acquisition, Inc.
288. Pharma One Corporation Limited
289. Pharmacy Corporation of America
290. Pharmacy Corporation of America - Massachusetts, Inc.
291. Pharmacy Healthcare Solutions, Ltd.
292. Pharmacy Review Services, Inc.
293. Pharmdata s.r.o.
294. PharMEDium Healthcare Corporation
295. PharMEDium Healthcare Holdings LLC
296. PharMEDium Healthcare Holdings, Inc.
297. PharMEDium Healthcare LLC
298. PharMEDium Pharmacy Services, LLC
299. PharMEDium R.E., LLC
300. PharMEDium Services, LLC
301. PharMerica Drug Systems, Inc.
302. PharMerica Technology Solutions, LLC
303. Pharmerica, Inc.
304. Pitango HealthTech Fund I, L.P.
305. Planet Software Limited
306. PMSI MSA Services, Inc.
307. PMSI, Inc.
308. PPSC USA, LLC
309. Premier Pharmacy, Inc.
310. Premier Source Diagnostics Inc.
311. Premier Source, LLC
312. Prescribe Wellness, LLC
313. Profarma Distribuidora de Produtos Farmaceuticos S.A.
314. Ramuneles Vaistine UAB
315. Reimbursement Education Network, LLC
316. Rightpak, Inc.
317. Rombro's Drug Center, Inc.
318. Roscoe Acquisition Corporation
319. S.R.P. (Services de la Répartition Pharmaceutique)
320. SecureDVM, LLC
321. Securos Europe GmbH
322. Silver Streak I, LLC
323. Skills in Healthcare France
324. Skills in Healthcare Pazarlama ve Tanitim Hizmetleri Anonim Şirketi
325. Skills in Healthcare Romania S.r.l.
326. Smart ID Works, LLC
327. Smith Medical Partners, LLC
328. Snipetjernveien 10 Norge AS
329. Solana Beach, Inc.
330. Southwest Pharmacies, Inc.
331. Southwestern Drug Corporation
332. SparkSense Analytics, Inc.
333. Specialty Advancement Network, LLC
334. Specialty Pharmacy of California, Inc.
335. Specialty Pharmacy, Inc.
336. Spielberg Acquisition Corp.
337. Spits B.V.
338. Stadt Solutions, LLC
339. Stephar B.V.
340. Strategic Pharmaceutical Solutions, Inc.
341. Swine Solutions Network, LLC
342. Taylor & Manno Asset Recovery, Inc.
343. Telepharmacy Solutions, Inc.
344. Terra-Lab d.o.o
345. The Allen Company
346. The Lash Group, Inc.
347. The Lash Group, LLC
348. TheraCom, L.L.C.
349. ThermoSecure Medical Equipment GmbH
350. TMESYS, Inc.
351. TrakCel Holding Company, Inc.
352. Trellis Healthcare Consulting, L.L.C.
353. Trellis Healthcare Consulting, LLC
354. True Blue Indemnity Company

355. United Company of Pharmacists SAE
356. Universal Packaging Systems, Inc.
357. US Bioservices Corporation
358. Valley Wholesale Drug Co., LLC
359. Value Apothecaries, Inc.
360. Vedco, Inc.
361. Vetbridge Animal Health, LLC
362. Vetbridge Product Development (NM-OMP) LLC
363. VetSpace Limited
364. VetSpace, Inc.
365. Vetswest Limited
366. W.C. International Limited
367. WBA Acquisitions Luxco 9 S.à.r.l.
368. Wight Nederland Holdco 2 B.V.
369. Wight Nederland Holdco 4 BV
370. WML, LLC
371. Woodglen Properties Limited
372. Woodglen Properties Limited Portugal Branch
373. World Courier (Aust) Pty. Ltd.
374. World Courier (Austria) GmbH
375. World Courier (Austria) GmbH – Serbia Branch
376. World Courier (Deutschland) GmbH
377. World Courier (Finland) Oy
378. World Courier (India) Private Limited
379. World Courier (Ireland) Limited
380. World Courier (Lithuania), UAB
381. World Courier (Malaysia) Sdn. Bhd.
382. World Courier (Norway) AS
383. World Courier (NZ) Limited
384. World Courier (Poland) Sp. Z.o.o.
385. World Courier (Shanghai) Co., Ltd Guangzhou Branch
386. World Courier (Shanghai) Co., Ltd.
387. World Courier (Shanghai) Co., Ltd., Beijing Branch
388. World Courier (Sweden) AB
389. World Courier (Switzerland) SA
390. World Courier (U.K.) Limited
391. World Courier Asia (Thailand) Co., Ltd.
392. World Courier Belgium s.a.
393. World Courier Bulgaria
394. World Courier Czech Republic s.r.o.
395. World Courier de Chile Limitada
396. World Courier de Colombia S.A.
397. World Courier de Espana, S.A.
398. World Courier de Mexico S.A. de C.V.
399. World Courier de Portugal, Lda.
400. World Courier de Uruguay S.A.
401. World Courier del Ecuador S.A.
402. World Courier del Peru S.A.
403. World Courier Denmark A/S
404. World Courier do Brasil Transportes Internacionais Ltda.
405. World Courier France S.A.R.L.
406. World Courier Ground (Europe) Limited
407. World Courier Ground, Inc.
408. World Courier Group Logistics, Inc.
409. World Courier Group S.a.r.l.
410. World Courier Group, Inc.
411. World Courier Group, Inc. Taiwan Branch
412. World Courier Hellas Limited Liability Company
413. World Courier Holland BV
414. World Courier Hong Kong Limited
415. World Courier Hungary Freight Forwarder and Service Provider Limited Liability Company
416. World Courier Israel Ltd.
417. World Courier Italia srl
418. World Courier K.K. Japan
419. World Courier Korea Co., Ltd.
420. World Courier Limited (Russia)
421. World Courier Logistics (Europe) Limited
422. World Courier Logistics (UK) Limited
423. World Courier Logistics, Inc.
424. World Courier Logistics, Inc. (DE)
425. World Courier Logistics, Inc. (NY)
426. World Courier Management Limited
427. World Courier Management, Inc.
428. World Courier of Canada Ltd
429. World Courier Operations Kenya Limited
430. World Courier Philippines – Representative Office
431. World Courier Romania S.R.L.
432. World Courier S.A.
433. World Courier Singapore Pte Ltd
434. World Courier Slovak Republic s.r.o.
435. World Courier South Africa (Proprietary) Limited
436. World Courier Tasimacilik ve Lojistik Hizmetleri Ticaret Limited Sirketi
437. World Courier Ukraine LLC
438. World Courier Venezuela, S.A.
439. World Courier Zagreb d.o.o.
440. World Courier, Inc.
441. World Courier, kurirske storitve,d.o.o.
442. World Customs Brokerage, Inc.
443. Xcenda (UK) Limited
444. Xcenda GmbH

445. Xcenda Switzerland GmbH
446. Xcenda, L.L.C.

447. ZU Vase Zdravije

Cardinal

1. A+ Secure Packaging, LLC	49. Cardinal Health 215, LLC
2. Abilene Nuclear, LLC	50. Cardinal Health 222 (Thailand) Ltd.
3. Access Closure, Inc.	51. Cardinal Health 242, LLC
4. Acuity GPO, LLC	52. Cardinal Health 246, Inc.
5. Aero-Med, Ltd.	53. Cardinal Health 247, Inc.
6. Allegiance (BVI) Holding Co. Ltd.	54. Cardinal Health 249, LLC
7. Allegiance Corporation	55. Cardinal Health 250 Dutch C.V.
8. Allegiance Healthcare (Labuan) Pte. Ltd.	56. Cardinal Health 251, LLC
9. Allegiance I, LLC	57. Cardinal Health 252, LLC
10. Allegiance Labuan Holdings Pte. Ltd.	58. Cardinal Health 253, LP
11. API (Suppliers) Limited	59. Cardinal Health 3, LLC
12. AssuraMed Acquisition Corp.	60. Cardinal Health 414, LLC
13. AssuraMed Group, Inc.	61. Cardinal Health 418, Inc.
14. AssuraMed Holding, Inc.	62. Cardinal Health 5, LLC
15. AssuraMed Intermediate Holding, Inc.	63. Cardinal Health 500, LLC
16. AssuraMed, Inc.	64. Cardinal Health 524, LLC
17. C. International, Inc.	65. Cardinal Health 529, LLC
18. Cardinal Distribution Holding Corporation - I	66. Cardinal Health 6, Inc.
19. Cardinal Distribution Holding Corporation - II	67. Cardinal Health 7, LLC
20. Cardinal Health 100, Inc.	68. Cardinal Health 8, LLC
21. Cardinal Health 104 LP	69. Cardinal Health Australia 503 Pty Ltd.
22. Cardinal Health 105, Inc.	70. Cardinal Health Austria 504 GmbH
23. Cardinal Health 107, LLC	71. Cardinal Health Belgium 505 BVBA
24. Cardinal Health 108, LLC	72. Cardinal Health Canada Holdings Cooperatie U.A.
25. Cardinal Health 110, LLC	73. Cardinal Health Canada Inc.
26. Cardinal Health 112, LLC	74. Cardinal Health Capital Corporation
27. Cardinal Health 113, LLC	75. Cardinal Health Cardiology Solutions, LLC
28. Cardinal Health 114, Inc.	76. Cardinal Health Chile Limitada
29. Cardinal Health 115, LLC	77. Cardinal Health Colombia S.A.S.
30. Cardinal Health 116, LLC	78. Cardinal Health Commercial Technologies, LLC
31. Cardinal Health 118, LLC	79. Cardinal Health Corporate Solutions, LLC
32. Cardinal Health 119, LLC	80. Cardinal Health D.R. 203 II Ltd.
33. Cardinal Health 121, LLC	81. Cardinal Health Denmark ApS
34. Cardinal Health 122, LLC	82. Cardinal Health do Brasil Ltda.
35. Cardinal Health 123, LLC	83. Cardinal Health Finance
36. Cardinal Health 124, LLC	84. Cardinal Health Finland Oy
37. Cardinal Health 125, LLC	85. Cardinal Health Foundation
38. Cardinal Health 126, LLC	86. Cardinal Health France 506 SAS
39. Cardinal Health 127, Inc.	87. Cardinal Health Funding, LLC
40. Cardinal Health 128, LLC	88. Cardinal Health Germany 507 GmbH
41. Cardinal Health 130, LLC	89. Cardinal Health Germany Manufacturing GmbH
42. Cardinal Health 131, LLC	90. Cardinal Health Holding International, Inc.
43. Cardinal Health 132, LLC	91. Cardinal Health International Philippines, Inc.
44. Cardinal Health 133, Inc.	92. Cardinal Health IPS, LLC
45. Cardinal Health 2, LLC	
46. Cardinal Health 200, LLC	
47. Cardinal Health 201 Canada L.P.	
48. Cardinal Health 201, Inc.	

93. Cardinal Health Ireland 419 Designated Activity Company
94. Cardinal Health Ireland 508 Limited
95. Cardinal Health Ireland Manufacturing Limited
96. Cardinal Health Ireland Unlimited Company
97. Cardinal Health Italy 509 S.r.l.
98. Cardinal Health Japan G.K.
99. Cardinal Health Korea Limited
100. Cardinal Health Luxembourg 420 S.a.r.l.
101. Cardinal Health Luxembourg 522 S.a.r.l.
102. Cardinal Health Malaysia 211 Sdn. Bhd.
103. Cardinal Health Malta 212 Limited
104. Cardinal Health Managed Care Services, LLC
105. Cardinal Health Medical Products India Private Limited
106. Cardinal Health Mexico 244 S. de R.L. de C.V.
107. Cardinal Health Mexico 514 S. de R.L. de C.V.
108. Cardinal Health Middle East FZ-LLC
109. Cardinal Health MPB, Inc.
110. Cardinal Health Napoleon Holding, LLC
111. Cardinal Health Netherlands 502 B.V.
112. Cardinal Health Netherlands 525 Cooperatie U.A.
113. Cardinal Health Netherlands 528 B.V.
114. Cardinal Health Norway AS
115. Cardinal Health P.R. 120, Inc.
116. Cardinal Health P.R. 218, Inc.
117. Cardinal Health P.R. 220, LLC
118. Cardinal Health P.R. 436, Inc.
119. Cardinal Health Panama, S. de R.L.
120. Cardinal Health Pharmaceutical Contracting, LLC
121. Cardinal Health Pharmacy Services, LLC
122. Cardinal Health Poland Spolka z ograniczona odpowiedzialnoscia
123. Cardinal Health Portugal 513, Unipessoal Lda.
124. Cardinal Health Russia
125. Cardinal Health Singapore 225 Pte. Ltd.
126. Cardinal Health Spain 511 S.L.
127. Cardinal Health Sweden 512 A.B.
128. Cardinal Health Switzerland 515, GmbH
129. Cardinal Health Systems, Inc.
130. Cardinal Health Technologies Switzerland GmbH
131. Cardinal Health Technologies, LLC
132. Cardinal Health U.K. 418 Limited
133. Cardinal Health U.K. 432 Limited
134. Cardinal Health U.K. Holding Limited
135. Cardinal Health U.K. International Holding LLP
136. Cardinal Health, Inc.
137. Cardinal MED Equipment Consulting (Shanghai) Co., Ltd.
138. Cirpro de Delicias S.A. de C.V.
139. Clinic Pharmacies III, LLC
140. Clinic Pharmacies, LLC
141. Community Pharmacy Enterprises, LLC
142. Convertors de Mexico S.A. de C.V.
143. Cordis (Shanghai) MED Devices Co., Ltd.
144. Cordis Cashel Unlimited Company
145. Cordis Corporation
146. Cornerstone Rheumatology LP
147. Covidien Manufacturing Solutions, S.A.
148. Dutch American Manufacturers II (D.A.M. II) B.V.
149. Ellipticare, LLC
150. EPIC Insurance Company
151. Especialidades Medicas Kenmex S.A. de C.V.
152. Experience East, LLC
153. Flexible Stenting Solutions, Inc.
154. Frog Horned Capital, Inc.
155. Generic Drug Holdings, Inc.
156. GetOutcomes, LLC
157. Griffin Capital, LLC
158. HDG Acquisition, Inc.
159. imgRx Healdsburg, Inc.
160. imgRx Salud, Inc.
161. imgRx SJ Valley, Inc.
162. imgRx SLO, Inc.
163. imgRx Sonoma, Inc.
164. InnerDyne Holdings, Inc.
165. Innovative Therapies, Inc.
166. Instant Diagnostic Systems, Inc.
167. InteCardia-Tennessee East Catheterization, LLC
168. ITI Sales, LLC
169. Kendall-Gammatron Limited
170. Killilea Development Company, Ltd.
171. Kinray I, LLC
172. KPR Australia Pty. Ltd.
173. KPR Switzerland Sales GmbH
174. KPR U.S., LLC
175. Leader Drugstores, Inc.
176. Ludlow Technical Products Canada, Ltd.
177. Marin Apothecaries
178. Medicap Pharmacies Incorporated
179. Medicine Shoppe Capital Corporation
180. Medicine Shoppe International, Inc.

181. Medicine Shoppe Internet, Inc.
182. Mediquip Sdn. Bhd.
183. Mirixa Corporation
184. MosaicGPO, LLC
185. mscripts Holdings, LLC
186. mscripts Systems India Private Limited
187. mscripts, LLC
188. Nippon Covidien Ltd.
189. One Cloverleaf, LLC
190. Outcomes Incorporated
191. Owen Shared Services, Inc.
192. Pharmacy Operations Of New York, Inc.
193. Pharmacy Operations, Inc.
194. Physicians Purchasing, Inc.
195. Pinnacle Intellectual Property Services, Inc.
196. Pinnacle Intellectual Property Services-
International, Inc.
197. Quiroproductos de Cuauhtemoc S. de R.L. de
C.V.
198. RainTree Administrative Services, LLC
199. RainTree Care Management, LLC
200. RainTree GPO, LLC
201. Ransdell Surgical, Inc.
202. Red Oak Sourcing, LLC
203. Renal Purchasing Group, LLC
204. RGH Enterprises, Inc.
205. RT Oncology Services Corporation
206. Rxealtime, Inc.
207. Sierra Radiopharmacy, L.L.C.
208. Sonexus Health Access & Patient Support,
LLC
209. Sonexus Health Distribution Services, LLC
210. Sonexus Health Financial Solutions, LLC
211. Sonexus Health Pharmacy Services, LLC
212. Sonexus Health, LLC
213. TelePharm, LLC
214. The Harvard Drug Group, L.L.C.
215. Tianjin ITI Trading Company
216. Tradex International, Inc.
217. Traverse GPO, LLC
218. Wavemark Lebanon Offshore s.a.l.
219. Wavemark, Inc.
220. Red Oak Sourcing, LLC
221. API (Suppliers) Limited
222. Sierra Radiopharmacy, L.L.C.
223. Abilene Nuclear, LLC
224. InteCardia-Tennessee East Catheterization,
LLC
225. Kendall-Gammatron Limited
226. Almus Pharmaceuticals USA LLC
227. Cardinal Health (H.K.) Co. Limited
228. Cardinal Health (Shanghai) Pharmaceutical
Co., Ltd.
229. Cardinal Health (Sichuan) Pharmaceutical
Co., Ltd.
230. Cardinal Health (Wuxi) Pharmaceutical Co.,
Ltd.
231. Cardinal Health Hedan (Shenzhen)
Pharmaceutical Co., Ltd.
232. Dalian Zhongda Pharmaceutical Company
Limited
233. NaviHealth Holdings, LLC
234. Parch, L.L.C.
235. 6464661 Canada Inc.
236. Academy Of Managed Care Medicine, L.L.C.
237. Alaris Medical 1 (Suisse) Sarl
238. Alaris Medical New Zealand Limited
239. Allegiance Healthcare International GmbH
240. Allegiance Pro Inc.
241. Allied Healthcare Services, Inc.
242. Almus Pharmaceuticals Singapore Pte. Ltd.
243. Almus Pharmaceuticals USA LLC
244. American Threshold Industries, Inc.
245. Anoka, LLC
246. ARCH Collection Corporation
247. ARCH, S.A.
248. Armand Scott, LLC
249. Aurum Pharmaceuticals Limited
250. Behrens Inc.
251. Beijing Baiji Advanced Specialty Company
Limited
252. Bellwether Oncology Alliance, Inc.
253. Bentley Merger Sub, LLC
254. Bindley Western Funding Corporation
255. Bindley Western Industries II Of Maine, Inc.
256. Biosigna GmbH Institut für
Biosignalverarbeitung und Systemanalyse
257. Bird Products (Japan) Ltd.
258. Bird Products Corporation
259. Brighton Capital, Inc.
260. Buffalo Merger Corp.
261. BW Transportation Services, Inc.
262. Cardal II, LLC
263. Cardal, Inc.
264. Cardinal Florida, Inc.
265. Cardinal Health (Beijing) China
Pharmaceutical Co., Ltd.
266. Cardinal Health (Beijing) Medical Trading
Co., Ltd.
267. Cardinal Health (Beijing) Pharmacy Co., Ltd.
268. Cardinal Health (Chengdu) Pharmacy Co.,
Ltd.

269. Cardinal Health (China) Investment Co., Ltd.
270. Cardinal Health (Chongqing) Pharmaceutical Co., Ltd.
271. Cardinal Health (Chongqing) Pharmacy Co., Ltd.
272. Cardinal Health (H.K.) Co. Limited
273. Cardinal Health (Hubei) Pharmaceutical Co., Ltd.
274. Cardinal Health (L) Co., Ltd.
275. Cardinal Health (Liaoning) Pharmaceutical Co., Ltd.
276. Cardinal Health (P02296)
277. Cardinal Health (P04080)
278. Cardinal Health (Shanghai) Commercial and Trading Company Limited
279. Cardinal Health (Shanghai) Cosmetics Trading Co., Ltd.
280. Cardinal Health (Shanghai) Logistics Co., Ltd.
281. Cardinal Health (Shanghai) Pharmaceutical Co., Ltd.
282. Cardinal Health (Shanghai) Pharmacy Co., Ltd.
283. Cardinal Health (Shanxi) Pharmaceutical Co., Ltd.
284. Cardinal Health (Shenyang) Pharmacy Co., Ltd.
285. Cardinal Health (Sichuan) Pharmaceutical Co., Ltd.
286. Cardinal Health (Tianjin) Pharmaceutical Co., Ltd.
287. Cardinal Health (Wuxi) Pharmaceutical Co., Ltd.
288. Cardinal Health (WuXi) Pharmacy Co., Ltd.
289. Cardinal Health (Zhejiang) Pharmaceutical Co., Ltd.
290. Cardinal Health 101, Inc.
291. Cardinal Health 102, Inc.
292. Cardinal Health 103, Inc.
293. Cardinal Health 106, Inc.
294. Cardinal Health 109, Inc.
295. Cardinal Health 111, LLC
296. Cardinal Health 113, LLC
297. Cardinal Health 117, LLC
298. Cardinal Health 129, Inc.
299. Cardinal Health 208, Inc.
300. Cardinal Health 301, LLC
301. Cardinal Health 400, Inc.
302. Cardinal Health 401, Inc.
303. Cardinal Health 402, Inc.
304. Cardinal Health 403, Inc.
305. Cardinal Health 404, Inc.
306. Cardinal Health 405, Inc.
307. Cardinal Health 406, Inc.
308. Cardinal Health 406, LLC
309. Cardinal Health 407, Inc.
310. Cardinal Health 408, Inc.
311. Cardinal Health 409, Inc.
312. Cardinal Health 410, Inc.
313. Cardinal Health 411, Inc.
314. Cardinal Health 412, Inc.
315. Cardinal Health 413, Inc.
316. Cardinal Health 415, Inc.
317. Cardinal Health 416, Inc.
318. Cardinal Health 417, Inc.
319. Cardinal Health 419, LLC
320. Cardinal Health 420, LLC
321. Cardinal Health 421 Limited Partnership
322. Cardinal Health 421, Inc.
323. Cardinal Health 422, Inc.
324. Cardinal Health 501 Dutch C.V.
325. Cardinal Health Austria 201 GmbH
326. Cardinal Health Bermuda 224, Ltd.
327. Cardinal Health Brasil 423 Servicos Farmaceuticos Nucleares Ltda
328. Cardinal Health Canada 204, Inc.
329. Cardinal Health Canada 301, Inc.
330. Cardinal Health Canada 302, Inc.
331. Cardinal Health Canada 307, ULC
332. Cardinal Health Canada 403, Inc.
333. Cardinal Health Canada 437, Inc.
334. Cardinal Health Canada Inc.
335. Cardinal Health Canada LP
336. Cardinal Health Cayman Islands Holding Co. Ltd
337. Cardinal Health Cayman Islands Ltd.
338. Cardinal Health China Co., Ltd.
339. Cardinal Health D.R. 203 Limited
340. Cardinal Health Europe IT GmbH
341. Cardinal Health France 205 SAS
342. Cardinal Health France 309 SAS
343. Cardinal Health Germany 206 GmbH
344. Cardinal Health Germany 234 GmbH
345. Cardinal Health Germany 318 GmbH
346. Cardinal Health Hedan (Shenzhen) Pharmaceutical Co., Ltd.
347. Cardinal Health Hong Kong Limited
348. Cardinal Health I, Inc.
349. Cardinal Health Imaging, LLC
350. Cardinal Health India Private Limited
351. Cardinal Health International Ventures, Ltd.
352. Cardinal Health Ireland 406 Ltd.

353. Cardinal Health Ireland 527 General Partnership
354. Cardinal Health Italy 208 S.r.l.
355. Cardinal Health Italy 312 S.p.A.
356. Cardinal Health Lease Funding 2002A, LLC
357. Cardinal Health Lease Funding 2002AQ, LLC
358. Cardinal Health Lease Funding 2003A, LLC
359. Cardinal Health Lease Funding 2003AQ, LLC
360. Cardinal Health Lease Funding 2003B, LLC
361. Cardinal Health Lease Funding 2003BQ, LLC
362. Cardinal Health Lease Funding 2004A, LLC
363. Cardinal Health Lease Funding 2004AQ, LLC
364. Cardinal Health Luxembourg 523 S.a.r.l.
365. Cardinal Health Mauritius Holding 226 Ltd.
366. Cardinal Health Mexico 213, S.A. de C.V.
367. Cardinal Health Netherlands 238 BV
368. Cardinal Health Netherlands 526 B.V.
369. Cardinal Health Netherlands Financing C.V.
370. Cardinal Health Netherlands Holding B.V.
371. Cardinal Health New Zealand 313 Limited
372. Cardinal Health Norway 315 A/S
373. Cardinal Health P.R. 227, Inc.
374. Cardinal Health P.R. 409 B.V.
375. Cardinal Health PTS, Inc.
376. Cardinal Health PTS, LLC
377. Cardinal Health S.A. 319 (Proprietary) Limited
378. Cardinal Health Singapore 304
379. Cardinal Health Singapore 423 Pte. Ltd.
380. Cardinal Health Spain 219 S.L.U.
381. Cardinal Health Spain 239 SA
382. Cardinal Health Specialty Pharmacy, LLC
383. Cardinal Health Sweden 220 AB
384. Cardinal Health Sweden 314 AB
385. Cardinal Health Switzerland 221 Sarl
386. Cardinal Health Switzerland 317 Sarl
387. Cardinal Health Trading (Shanghai) Co., Ltd.
388. Cardinal Health U.K. 100 Limited
389. Cardinal Health U.K. 101 Limited
390. Cardinal Health U.K. 102 Limited
391. Cardinal Health U.K. 103 Limited
392. Cardinal Health U.K. 104 Limited
393. Cardinal Health U.K. 105 Limited
394. Cardinal Health U.K. 106 Limited
395. Cardinal Health U.K. 223 Limited
396. Cardinal Health U.K. 232 Limited
397. Cardinal Health U.K. 235 Limited
398. Cardinal Health U.K. 236 Limited
399. Cardinal Health U.K. 240 Limited
400. Cardinal Health U.K. 305 Limited
401. Cardinal Health U.K. 306 Limited
402. Cardinal Health U.K. 433 Limited
403. Cardinal Health U.K. 434 Limited
404. Cardinal Syracuse, Inc.
405. Cardinal.Com Holdings, Inc.
406. Care Fusion Development Private Limited
407. Care Fusion Incorporated
408. CareFusion 202, Inc.
409. CareFusion 203, Inc.
410. CareFusion 205, Inc.
411. CareFusion 206, Inc.
412. CareFusion 207, Inc.
413. CareFusion 209, Inc.
414. CareFusion 210, Inc.
415. CareFusion 211, Inc.
416. CareFusion 212, LLC
417. CareFusion 213, LLC
418. CareFusion 214, LLC
419. CareFusion 2200, Inc.
420. CareFusion 2201, Inc.
421. CareFusion 302, LLC
422. CareFusion 303, Inc.
423. CareFusion 304, LLC
424. CareFusion Australia 200 Pty Ltd.
425. CareFusion Australia 316 Pty Limited
426. CareFusion Australia 500 Pty Ltd
427. CareFusion Belgium 202 BVBA
428. CareFusion Brasil 231 Servico e Comercia de Productos Medicos Ltda
429. CareFusion Corporation
430. CareFusion EIT, LLC
431. CareFusion Iberia 308 S.L.U.
432. CareFusion Italy 237 Srl
433. CareFusion Italy 311 Srl
434. CareFusion Japan 228 K.K.
435. CareFusion Japan 233, Inc.
436. CareFusion Luxembourg 501 Sarl
437. CareFusion Manufacturing Ireland 241 Limited
438. CareFusion Manufacturing, LLC
439. CareFusion Netherlands 214 B.V.
440. CareFusion Netherlands 238 BV
441. CareFusion Netherlands 310 B.V.
442. CareFusion Netherlands 503 B.V.
443. CareFusion New Zealand 217 Limited
444. CareFusion New Zealand 313 Limited
445. CareFusion Resources, LLC
446. CareFusion Singapore 243 Pte. Ltd.
447. CareFusion Solutions, LLC
448. CareFusion U.K. 284 Limited
449. CareFusion U.K. 286 Limited
450. CareFusion U.K. 287 Limited

451. CareFusion U.K. 288 Limited
452. Cascade Development, Inc.
453. CCB, Inc.
454. CDI Investments, Inc.
455. Centralia Pharmacy, Inc.
456. Centricity, LLC
457. Chapman Drug Company
458. Chengdu Baiji Advanced Specialty Pharmacy Company Limited
459. Cheshire Merger Sub, Inc.
460. CMI Net, Inc.
461. College Park Plaza Associates, Inc.
462. Comprehensive Medical Imaging-Anaheim Hills, Inc.
463. Comprehensive Medical Imaging-Apple Valley, Inc.
464. Comprehensive Medical Imaging-Boynton Beach, Inc.
465. Comprehensive Medical Imaging-Downey, Inc.
466. Comprehensive Medical Imaging-Encino, Inc.
467. Comprehensive Medical Imaging-Fort Lauderdale, Inc.
468. Comprehensive Medical Imaging-Fremont, Inc.
469. Comprehensive Medical Imaging-Hesperia, Inc.
470. Comprehensive Medical Imaging-Huntington Beach, Inc.
471. Comprehensive Medical Imaging-Palm Springs, Inc.
472. Comprehensive Medical Imaging-Rancho Cucamonga, Inc.
473. Comprehensive Medical Imaging-Rancho Mirage, Inc.
474. Comprehensive Medical Imaging-Salisbury, Inc.
475. Comprehensive Medical Imaging-Sherman Oaks, Inc.
476. Comprehensive Medical Imaging-Tempe, Inc.
477. Comprehensive Medical Imaging-Van Nuys, Inc.
478. Comprehensive Medical Imaging-Victorville, Inc.
479. Comprehensive Medical Imaging-Westlake Village, Inc.
480. Comprehensive Open MRI-Carmichael, Inc.
481. Comprehensive Open MRI-Folsom, Inc.
482. Comprehensive Open MRI-Fullerton, Inc.
483. Comprehensive Open MRI-Laguna Hills, Inc.
484. Comprehensive Open MRI-Sacramento, Inc.
485. Comprehensive Reimbursement Consultants, Inc.
486. Consumer2patient, LLC
487. CR Medicap, Inc.
488. Curaspan Health Group, Inc.
489. Cytokine Pharmasciences, Inc.
490. Dalian Zhongda Pharmaceutical Company Limited
491. Daniels Pharmaceuticals Limited
492. DC Merger Corp
493. Denver Biomedical, Inc.
494. Desert PET, LLC
495. Dik Drug Company, LLC
496. Dik Medical Supplies, LLC
497. Discor Limited
498. Dismed Inc.
499. Dohmen Distribution Partners Southeast, L.L.C.
500. Dover Communications, LLC
501. Duquoin Pharmacy, Inc.
502. Dutch American Manufacturers (D.A.M.) B.V.
503. East Iowa Pharmacies, Inc.
504. EGIS Holdings, Inc.
505. Eldon Laboratories Limited
506. Ellicott Drug Company
507. EME Medical, Inc.
508. Enturia Canada ULC
509. Enturia de Mexico S. de R.L. de C.V.
510. Enturia Limited
511. Enturican, Inc.
512. EON Media Inc.
513. Eureka Merger Sub, Inc.
514. European Pharmaceuticals Group Ltd.
515. First Choice, Inc. Of Maine
516. Flower Merger Corp.
517. Futuremed Health Care Products Limited Partnership
518. Futuremed Healthcare Products Corporation
519. Futuremed Holdings General Partner Inc.
520. Fuzhou Baiji Pharmacy Company Limited
521. Gala Design, Inc.
522. Gelatin Products International, Inc.
523. Geodax Technology, Inc.
524. Glacier Corporation
525. Grand Avenue Pharmacy, Inc.
526. Graphic Holdings, Inc.
527. Griffin Group Document Management Services, Inc.

528. Guangzhou Baiji Advanced Specialty Pharmaceutical Chain Stores Company Limited
529. Guangzhou Baiji Drug Store Company Limited
530. Guangzhou City Kangwei Information Technology Company Limited
531. Guangzhou Ruixun Pharmaceutical Company Limited
532. Guizhou Yibai Medical Co., Ltd.
533. Hangzhou Baiji Advanced Specialty Drug Store Company Limited
534. Heartland Diagnostic Services, Inc.
535. HLS Advantage, LLC
536. Homecare (North-West) Limited
537. Humiston-Keeling, Inc.
538. IMI Of Boca Raton, Inc.
539. IMI Of Miami, Inc.
540. IMI Of North Miami Beach, Inc.
541. Inland Empire Regional Pet Center, LLC
542. InnerDyne, Inc.
543. Inpharm Nationwide Limited
544. InteCardia-Tennessee East Diagnostic, LLC
545. Intercare Holdings Limited
546. Intercare Investments Limited
547. Intercare Properties Plc
548. Iowa Falls Pharmacy, Inc.
549. IVAC Overseas Holdings LP
550. JakaMed AB AB
551. Jinan Baiji Drug Store Company Limited
552. JRG, Ltd.
553. Kendall Patient Recovery BVBA
554. Kinetic Surgical, LLC
555. Kinray, Inc.
556. Kinray, LLC
557. KPR Italia S.r.l.
558. KPR U.S., Inc.
559. Kunming Baiji Advanced Specialty Pharmacy Company Limited
560. Lake Charles Pharmaceutical Supply Company, LLC
561. Liaoning Longda Pharmaceutical Co., Ltd.
562. Liberty Communications Network, LLC
563. Ludlow Technical Products Corporation
564. Macarthy Group Trustees Limited
565. Macarthys Laboratories Limited
566. Macarthy's Limited
567. Marmac Distributors, Inc.
568. Martindale Pharma GmbH
569. Martindale Pharmaceuticals Limited
570. Medcon S.A.
571. MedEd Resources, LLC
572. Medesta Associates, LLC
573. Medical Concepts Development, Inc.
574. Medical Diagnostic Leasing, Inc
575. Medical Education Systems, LLC
576. Medical Media Communications, LLC
577. Medical Strategies, Inc.
578. MediQual Systems, Inc.
579. Meditrol Automation Systems, Inc.
580. Meditrol, Inc.
581. MedMined, Inc.
582. Mercury Merger Sub, LLC
583. Mesa Merger Corp.
584. MicroGas Limited
585. MicroMedical Deutschland GmbH
586. Microport Healthcare, LLC
587. Midland Pharmacies, Inc
588. Mississippi Medical Supply Cooperative, L.L.C.
589. MRI Equipment Partners, Ltd.
590. Mudhen Merger Corp.
591. Multi-Medica S.A.
592. Multipharm Limited
593. Nanjing Baiji Advanced Specialty Drug Store Company Limited
594. Nanning Baiji Advanced Specialty Pharmacy Company Limited
595. Nationwide Ostomy Supplies Limited
596. Navigator Health, Inc.
597. NaviHealth Holdings, LLC
598. NaviHealth SM Holdings, Inc.
599. NaviHealth, Inc.
600. Nexus Healthcare, Inc.
601. Nitric Bio Therapeutics, Inc.
602. Northern Michigan Supply Alliance, L.L.C.
603. Ohio Valley-Clarksburg, Inc.
604. Oncology Holdings, Inc.
605. Onpointe Medical Communications, LLC
606. Oval (Shanghai) Technologies, Inc.
607. Oval Technologies (H.K.) Pty Limited
608. Owen Healthcare Building, Inc.
609. Pacific Surgical Innovations, Inc.
610. Panther Merger Sub II, Inc.
611. Panther Merger Sub, Inc.
612. Parch, L.L.C.
613. Parch, L.L.C. State File
614. ParMed Pharmaceuticals, LLC
615. PatientScribe Inc.
616. PCI Acquisition I, Inc.
617. PCI Acquisition II, Inc.
618. PCI Services Holdings, Inc.

619. PCI Services III, Inc.
620. PCI/Acquisition III, Inc.
621. PCI/All Pack Holdings, Inc.
622. PCI/Delvco, Inc. State File
623. PCI/Tri-Line (Usa), Inc.
624. Pharmaceutical & Diagnostic Services, LLC
625. Pharmacy Service Corporation
626. Phillipi Holdings, Inc.
627. PHR Staffing, Inc.
628. Post-Acute Care Center For Research, LLC
629. Practicome Solutions, LLC
630. Princeton Diagnostic Isotopes, Inc.
631. Priority Healthcare Services Corporation
632. Procedure-Based Instrument Services, L.L.C.
633. Productos Urologos de Mexico S.A. de C.V.
634. Professional Health-Care Resources, Inc.
635. Pyxis Capital Corporation
636. Pyxis Funding II, LLC
637. Pyxis Funding, LLC
638. R Cubed, Inc.
639. R. P. Scherer Hardcapsule (West)
640. R.P. Scherer Inc.
641. R.P. Scherer Technologies, Inc.
642. Radiopharmacy Of Boise, Inc.
643. Radiopharmacy Of Northern California, Inc.
644. Renlar Systems, Inc.
645. RightCare Solutions, Inc.
646. Royal Merger Sub, Inc.
647. Scela, Inc.
648. Scriptline, Inc.
649. SensorMedics (Deutschland) GmbH
650. SensorMedics Corporation
651. Shanghai Baiwei Drug Store Company Limited
652. Shanghai Cardinal Baiwei Drug Store Co., Ltd.
653. Shanghai Jinyi Health Management Consultation Co., Ltd.
654. Shanghai Luoda Pharmaceutical Company Limited
655. Shenzhen Zhengdan Investment Company Limited
656. Simolo (GL) Limited
657. Sistemas Medicos ALARIS S.A. de C.V.
658. Snowden Pencer Holdings, Inc.
659. Snowden Pencer, Inc.
660. Solomons Company
661. Source Medical Corporation
662. SRX, Inc.
663. Strategic Implications International, LLC
664. Supplyline Technologies Limited
665. Surgical Carepair, L.L.C.
666. Surgical Instrument Repair Service, L.L.C.
667. Syncor Belgium SPRL
668. Syncor Diagnostics Bakersfield, LLC
669. Syncor Diagnostics Dallas, LLC
670. Syncor Diagnostics Encino, LLC
671. Syncor Diagnostics Fullerton, LLC
672. Syncor Diagnostics Laguna Hills, LLC
673. Syncor Diagnostics Plano, LLC
674. Syncor Diagnostics Sacramento, LLC
675. Syncor Financing Corporation
676. Syncor Italy srl
677. The Enright Group, Inc.
678. The Heron Corporation
679. The LVC Corporation
680. Tianjin Cardinal Pharmacy Co., Ltd.
681. Toledo Pharmacy Company
682. Tropic Merger Sub, Inc.
683. UroMed, Inc.
684. VIASYS Healthcare Ireland Limited
685. VIASYS Healthcare Island EHF
686. VIASYS Healthcare S.A.R.L.
687. VIASYS Holdings Inc.
688. VIASYS NeuroCare France SAS
689. VIASYS Polymer Products LLC
690. Virginia Imaging Center, LLC
691. Virginia Merger Corporation
692. Vistant Corporation
693. Vistant Holdings, Inc.
694. Vubiq Inc.
695. Wenzhou Xinte Pharmaceutical Co., Ltd.
696. West Hudson, Inc.
697. West Texas Nuclear Pharmacy Partners
698. Wholesale (PI) Limited
699. Williams Drug Distributors, Inc.
700. Wolf Merger Corp.
701. Wrangler Acquisition Sub, Inc.
702. Wuhan Baiji New & Special Drug Store Company Limited
703. Xiamen Cardinal Baiwei Drug Store Co., Ltd.
704. Xi'an Baiji Advanced Specialty Pharmacy Company Limited
705. Yorkshire Pharmacy, Inc.

McKesson

1. "Aewige" ärztliche	35. AccessMed, Inc. (AccessMed, LLC)
Wirtschaftsgesellschaft m.b.H., HG Wien	36. AccessMed, LLC
2. "die apoteeke in teesdorf" Mag. pharm.	37. ACME DRUG CO. LIMITED, Scotland
Gerda Kohlhauser KG, LG Wiener	38. ADDED MARKETING LIMITED,
Neustadt	England
3. "Esplanade-Apotheke" Mag. pharm.	39. Adler Apotheke Krems Mag. Gabriele
Anna-Maria Köck KG, Landesgericht	Denk KG, LG Krems an der Donau
Wels	40. Adler-Apotheke Mag.pharm. Ingrid
4. "Panther Apotheke" Mag. pharm. Sandra	Chvatal KG, LG Leoben
Krokos KG, Landesgericht Graz	41. Admenta Beteiligungs GmbH, HG Wien
5. 10101 Woodloch Forest LLC	42. Admenta Denmark ApS, Copenhagen
6. 2012 DREAM LIMITED, England	43. Admenta Deutschland GmbH, Stuttgart
7. 28CVR LIMITED, England	44. ADMENTA HOLDINGS LIMITED,
8. 3068312 Nova Scotia ULC	England
9. 3069163 Nova Scotia Limited	45. ADMENTA ITALIA S.P.A., CCIAA di
10. 3069164 Nova Scotia Limited	Bologna
11. 30MC LIMITED, England	46. ADMENTA PENSION TRUSTEES
12. 701985 N.B. INC.	LIMITED, England
13. A C FERGUSON (CHEMIST) LIMITED,	47. Admenta Sweden AB
England	48. ADMENTA UK LIMITED, England
14. A. SUTHRELL (HAULAGE) LIMITED,	49. Admenta Verwaltungs GmbH, HG Wien
England	50. AFM S.p.A., CCIAA di Bologna
15. A.F.M. Bergamo S.p.A., Italy	51. AHLPH PHARMACY LIMITED, England
16. A.L.I. Holdings LLC	52. ALCHEM (SOUTHERN) LIMITED,
17. A.L.I. Imaging Systems Corp.	England
18. A.L.I. Technologies (International) LLC	53. ALPE-ADRIA PHARMA farmacevtsko
19. AAH BUILDERS SUPPLIES LIMITED,	podjetje d.o.o., Ljubljana
England	54. Alphar Ayeneux, Belgium
20. AAH FURB PENSION TRUSTEE	55. Alphar Gilly DL, Belgium
LIMITED, England	56. Alphar Monceau sur Sambre, Belgium
21. AAH Glass & Windows Limited, England	57. Alphar Partners SA, Belgium
22. AAH Ireland, Dublin	58. Alte Löwen-Apotheke Mag. pharm.
23. AAH LIMITED, England	Kristina Taubald KG, HG Wien
24. AAH Lloyds Insurance (IoM) Limited,	59. Alte Spora Apotheke Mag.pharm. Stephan
Isle Of Man	Öhlzelt KG, LG St. Pölten
25. AAH LLOYDS PENSION TRUSTEES	60. Amethyst Acquisition Corp.
LIMITED, England	61. Ancavion GmbH, AG Darmstadt
26. AAH NOMINEES LIMITED, England	62. Ancillary Management Solutions, Inc.
27. AAH ONE LIMITED, Scotland	63. Anton-Bruckner-Apotheke Mag.pharm.
28. AAH PHARMACEUTICALS LIMITED,	Christian Schwarzenbrunner KG, LG Linz
England	64. AOR Holding Company of Indiana, Inc.
29. AAH TWENTY FOUR LIMITED,	(AOR Holding Company of Indiana, LLC)
Scotland	65. AOR Holding Company of Indiana, LLC
30. AAH TWENTY LIMITED, England	66. AOR Management Company of Alabama,
31. AAH TWENTY SIX LIMITED, England	Inc.
32. ABG Apotheken-Beratungsgesellschaft	67. AOR Management Company of Arizona,
mbH, Stuttgart	Inc. (AOR Management Company of
33. Access Health NZ Limited	Arizona, LLC)
34. AccessMed Holdings, Inc.	

68. AOR Management Company of Arizona, LLC
69. AOR Management Company of Central Florida, Inc.
70. AOR Management Company of Florida, Inc.
71. AOR Management Company of Indiana, Inc. (AOR Management Company of Indiana, LLC)
72. AOR Management Company of Indiana, LLC
73. AOR Management Company of Kansas, Inc.
74. AOR Management Company of Missouri, Inc. (AOR Management Company of Missouri, LLC)
75. AOR Management Company of Missouri, LLC
76. AOR Management Company of Nevada, Inc.
77. AOR Management Company of New York, Inc.
78. AOR Management Company of North Carolina, Inc.
79. AOR Management Company of Ohio, Inc.
80. AOR Management Company of Oklahoma, Inc. (AOR Management Company of Oklahoma, LLC)
81. AOR Management Company of Oklahoma, LLC
82. AOR Management Company of Oregon, Inc.
83. AOR Management Company of Pennsylvania, Inc. (AOR Management Company of Pennsylvania, LLC)
84. AOR Management Company of Pennsylvania, LLC
85. AOR Management Company of South Carolina, Inc.
86. AOR Management Company of Texas, Inc.
87. AOR Management Company of Virginia, Inc. (AOR Management Company of Virginia, LLC)
88. AOR Management Company of Virginia, LLC
89. AOR of Indiana Management Partnership
90. AOR of Texas Management Limited Partnership
91. AOR of Texas Management, LLC
92. AOR Real Estate, Inc. (AOR Real Estate, LLC)
93. AOR Real Estate, LLC
94. AOR Synthetic Real Estate, Inc. (AOR Synthetic Real Estate, LLC)
95. AOR Synthetic Real Estate, LLC
96. AORIP, Inc.
97. AORT Holding Company, Inc. (AORT Holding Company, LLC)
98. AORT Holding Company, LLC
99. AORT LP, LLC
100. Aporana AS
101. Apotheke "Zum Bergmann" Mag.pharm. Sabine Tuttner KG, LG Leoben
102. Apotheke "Zur heiligen Dreifaltigkeit" Mag. pharm. Edith Schuller-Grundnig KG, Landesgericht Korneuburg
103. Apotheke "Zur Mutter Gottes" Mag. pharm. Karin Nozicka KG, HG Wien
104. Apotheke Atzgersdorf Mr. Hermann Latzin KG, Wien
105. Apotheke im Messepark Mag. pharm. Dietmar Purin KG, LG Feldkirch
106. Apotheke Niklasdorf Mag. pharm. Matthias Schögggl KG, LG Leoben
107. APOTHEKE U1 TROSTSTRASSE, Mag. pharm. Max Wellan KG, HG Wien
108. Apotheke Zum heiligen Antonius Mag. pharm. Walter Staschek KG, LG Wiener Neustadt
109. Apotheke zum heiligen Schutzengel Mag.pharm. Barbara Penz-Arzberger KG, Landesgericht Graz
110. Apotheke zum Patriarchen Mag. pharm. Brigitte Kölbl KG, HG Wien
111. Apotheke Zur hl. Dreifaltigkeit Mag. pharm. Doris Richter KG, LG Wiener Neustadt
112. Apotheke Zur Hütte Mag. pharm. Mrak KG, LG Leoben
113. Apovest AS
114. Apovest Drift AS
115. Art Acquisition Subsidiary, Inc.
116. Ascalon International, Inc.
117. ATLAS Travel Clinic Limited, England
118. Attentus Medical Sales, Incorporated (Attentus Medical Sales, LLC)
119. Attentus Medical Sales, LLC
120. Awarix, Inc.
121. Axis Medical Management, Inc.

122. AYRSHIRE PHARMACEUTICALS LIMITED, Scotland	153. Breamor Pharmacy Limited, Ireland
123. AZIENDA FARMACEUTICA MUNICIPALE di Cremona S.p.A., CCIAA di Cremona	154. Brevard Radiation Oncology, LLC
124. Azienda Farmacie Milanesi S.p.A., CCIAA di Milano	155. Brickyard Acquisition Inc. (Biologics, Inc.)
125. Babbingore Limited, Dublin	156. BRIDPORT MEDICAL CENTRE SERVICES LIMITED, England
126. BAILLIESTON HEALTH CENTRE PHARMACY LIMITED, Scotland	157. Brocacef Groep N.V., Maarssen
127. Ballycane Pharmacy Limited, Ireland	158. Brockton Radiation Oncology, LLC
128. BANNISTER & THATCHER LIMITED, England	159. Brooklyn Radiation Oncology, LLC
129. BARCLAY PHARMACEUTICALS (ATHERSTONE) LIMITED, England	160. Brukar Enterprises, Inc.
130. BARCLAY PHARMACEUTICALS LIMITED, England	161. Bullet Acquisition Corporation
131. BARLEY CHEMISTS HOLDINGS LIMITED, England	162. CAHILL MAY ROBERTS GROUP LIMITED, Dublin
132. BARRY SHOOTER (ROMFORD) LIMITED, England	163. California Golden State Finance Company
133. BDI Pharma, Inc. (BDI Pharma, LLC)	164. Camic Pharmacies Limited, Ireland
134. BDI Pharma, LLC	165. Canada Distribution Holdings Limited Partnership
135. Beausejour Drugs Limited	166. Canada Retail Holdings Limited Partnership Societe en Commandite Gestion Detail Canada
136. BEAUTY CARE DRUGSTORES LIMITED, England	167. Cancer Treatment Associates of Northeast Missouri, Ltd.
137. Beldere Corporation	168. CARONET TRADING LIMITED, England
138. BeneVi Health LLC (Biologics, Inc.)	169. Carrollton Radiation Therapy Center, LLC
139. BENU Apotheken B.V., Chamber of commerce Amsterdam	170. Cascade Medical Supply, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
140. BENU Nederland BV, Kamer van Koophandel Amsterdam	171. Cavalier Acquisition Company LLC
141. BERKSHIRE MEDICAL SUPPLIES LIMITED, England	172. CCCN NW Building JV, LLC
142. BETTERLIFEHEALTHCARE LIMITED, England	173. Celesio Business Services Ltd., Ireland
143. BIG PHARMA LIMITED, Scotland	174. CENTRALE D'ADMINISTRATION DE BIENS IMMOBILIERES, Bobigny
144. Biologics, Inc.	175. CGSF Funding Corporation (CGSF Funding LLC)
145. Blackhall Pharmaceutical Distributors Limited	176. CGSF Funding LLC
146. Blackhawk Development LLC	177. Chem Labs Limited, Dublin
147. Blackstaff Pharmaceuticals Limited, England	178. CHNG Newco LLC
148. Blomsterdalen Apotek AS	179. CHNG NewSub Inc.
149. Blue Medical Supply, Inc. (McKesson Medical-Surgical Inc.)	180. City Properties, S.A.
150. Boad Seven, Inc.	181. Civiche Farmacie Desio S.p.A., Italy
151. BOFH Holdings Unlimited Company, Ireland	182. Claimone, LLC (Linear Holdings, LLC)
152. Bottomline Medical Solutions, LLC (Linear Holdings, LLC)	183. ClaimSecure Inc. (SUCCESSOR)
	184. CLARK CARE GROUP LIMITED, England
	185. CLARK MUNRO LIMITED, Scotland
	186. ClarusONE Sourcing Services LLP
	187. Clinicians Database, L.L.C.
	188. CMR Holdings Ltd, Dublin
	189. Coleham, Dublin
	190. Colorado Cancer Centers, LLC
	191. Combined Enterprises Corporation

192. COMPANY CHEMISTS ASSOCIATION LIMITED, England
193. COMPTOIR MONEGASQUE DE BIOCHIMIE, Monaco
194. COMPTOIR PHARMACEUTIQUE MEDITERRANEEN, Monaco
195. CONSORZIO SERVIZI SALUTARI S.C.A. R.L., Italy
196. CookCo, Inc.
197. Cophana SA, Belgium
198. Corporation Groupe Pharmessor/Pharmessor Group Corporation (SUCCESSOR 10/01/2017)
199. Corporation of America
200. CoverMyMeds LLC
201. CoverMYMeds Specialty Pharmacy Holdings LLC
202. CoverMYMeds Specialty Pharmacy LLC
203. CPG Industries, Inc.
204. Crocker Plaza Company (Crocker Plaza LLC)
205. Crocker Plaza LLC
206. CROSS AND HERBERT (DEVON) LIMITED, England
207. CROSS AND HERBERT (HOLDINGS) LIMITED, England
208. CROSS AND HERBERT LIMITED, England
209. Crowley's Blackrock Limited, Dublin
210. Cypress Import Brokerage LLC
211. Cypress Medical Products LLC
212. D & K Healthcare Resources LLC
213. D & K Healthcare Resources, Inc. (D & K Healthcare Resources LLC)
214. D & K Pharmacy Solutions, Inc.
215. D & K Receivables Corporation
216. D.F. O'Neill (Chemists) Ltd, Dublin
217. Dale Apotek AS
218. Danubia-Apotheke Mag. pharm. Barbara Sedelies KG, HG Wien
219. Dargle Pharmacies Holdings Limited, Ireland
220. DATACARE Datenpflege des Pharmagroßhandels Ges.m.b.H., HG Wien
221. DATAPHARM, Paris
222. Daytona Beach Radiation Oncology, LLC
223. DC Land Company
224. DCAZ Land Company
225. Delta Clinical Research, LLC
226. DEPOTRADE, Bobigny
227. Derm Vantage, LLC
228. Diana-Apotheke Dr. et Mag. pharm. Michaela Stipsits KG, LG Eisenstadt
229. Die Apotheke Ebenfurth, Mag.pharm. Beate Haage-Löwe KG, LG Wiener Neustadt
230. Dispensing Solutions Acquisition Corporation (DS Holdings, Inc.)
231. Dispensing Solutions, Inc. (Dispensing Solutions, LLC)
232. Dispensing Solutions, LLC (DS Holdings, Inc.)
233. Ditt Apotek Amfi Os AS
234. Ditt Apotek Rodberg AS
235. Ditt Apotek Sorumsand AS
236. Diversified Healthcare, LLC
237. Dix Bulles Pharma, Belgium
238. DLI Market Intelligence ApS, Denmark
239. DOL Pharmacy Limited, Ireland
240. Donnybrook Pharmacy Limited, Ireland
241. Downtown Los Angeles Radiation Oncology, LLC
242. DS Holdings, Inc. (DS Holdings, LLC)
243. DS Holdings, LLC (McKesson Medical-Surgical Top Holdings Inc.)
244. DSRX, Inc. (DS Holdings, Inc.)
245. Dublin 2016 Acquisition, LLC
246. Dublin Holdings Acquisitions, LLC (Vantage Oncology Holdings, LLC)
247. Dublin POS I Acquisition Corp. (POS I Corp.)
248. East Indy CC, LLC
249. ECLIPSE HEALTHCARE LIMITED, England
250. Edwards Medical Supply, Inc.
251. EM Acquisition Corporation
252. Emploi AS
253. Engel-Apotheke Mag. pharm. Susanne Zauner KG, LG Wiener Neustadt
254. Ephrata Diamond Spring Water Co.
255. ESCON (ST NEOTS) LIMITED, England
256. Espafarmed S.L., Belgium
257. EUROSANTE (Société en liquidation), Luxembourg
258. Evesland Limited, Dublin
259. EVOLUTION HOMECARE SERVICES LIMITED, England
260. EXPERT HEALTH LIMITED, England
261. Family Pharmacy @ Las Colinas LLC
262. Fana Apotek AS
263. FAR.CO.SAN S.p.A., CCIAA di Arezzo
264. FARILLON LIMITED, England

265. Farmacia Garbatella I S.r.l., Italy
266. Farmacie Comunali di Modena S.p.A., Italy
267. Farmacie Comunali di Padova S.p.A., Italy
268. Farmacie di Sassuolo S.p.A., Italy
269. Farmacie Pratesi Pratoforma S.p.A., CCIAA di Prato
270. FARMALVARION S.R.L. SOCIO UNICO, Italy
271. FASTPRO International, Inc.
272. Federal Medical Supplies, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
273. Felview Limited, Dublin
274. First Aid Service, Inc.
275. First Choice Medical Supply Holding, Inc. (First Choice Medical Supply Holding, LLC)
276. First Choice Medical Supply Holding, LLC
277. First Choice Medical Supply, LLC
278. FIRTH & PILLING LIMITED, England
279. Flex-Master Technology Holdings, Inc.
280. Floriani-Apotheke Mag.pharm. Doris Leykauf KG, LG Graz
281. Foremost de Venezuela, S.A. (Forvensa)
282. Foremost Homes Hawaii, Ltd.
283. Foremost Iran Corporation
284. Foremost Shir, Inc.
285. Foremost Tehran, Inc.
286. FOSTER & PLUMPTON GROUP LIMITED, England
287. FOSTER & PLUMPTON LIMITED, England
288. Foundation For Opioid Response Efforts
289. G J MALEY LIMITED, Isle Of Man
290. G K CHEMISTS (GLOS) LIMITED, England
291. G K CHEMISTS LIMITED, England
292. GEHE Immobilien GmbH & Co. KG, Stuttgart
293. GEHE Immobilien Verwaltungs-GmbH, Stuttgart
294. GEHE Pharma Handel GmbH, Stuttgart
295. General Medical Inc.
296. GEORGE STAPLES (STOKE) LIMITED, England
297. Gerard Ryan Pharmacy (Clonmel) Limited, Dublin
298. GERSTHOFER-APOTHEKE Mag.pharm. Elisabeth Reisegger KG, HG Wien
299. Giardina Enterprises, Inc.
300. Glendale Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
301. Golden State Company, Ltd.
302. Golden State Corporate Services LLC
303. Golden State Insurance Company Limited
304. Golden State Milk Products Company
305. Goodman Manufacturing Company
306. Gorrys Pharmacy Limited, Ireland
307. Goviltown Limited, Westmeath
308. GPL 2007 LIMITED, England
309. GRAEME PHARMACY (STIRLING) LIMITED, Scotland
310. GREENS PHARMACEUTICAL (HOLDINGS) LIMITED, England
311. Greenville Radiation Care, Inc.
312. Greystones Pharmacy Limited, Dublin
313. GROUPE PHR, France
314. Gulf South Medical Supply, Inc. (Gulf South Medical Supply, LLC)
315. Gulf South Medical Supply, LLC
316. Gwinnett Radiation Oncology, LLC
317. H THATCHER LIMITED, England
318. Haleston Enterprises Limited, Dublin
319. HBO & Company (VI), Inc.
320. HBO & Company of Georgia
321. HBOC Ventures, Inc.
322. HC Beteiligungsgesellschaft mbH, HG Wien
323. HDSC Acquisition Corp.
324. Health Data Sciences Corporation
325. Health Mart Atlas, LLC
326. Health Mart Systems, Inc.
327. HEALTH NEEDS LIMITED, England
328. HEALTHCLASS LIMITED, England
329. Heinz Management Co.
330. Helmar Holdings Limited, Dublin
331. HEP HealthQx Holdings, Inc. (McKesson Technologies Inc.)
332. Herba Chemosan Apotheker-AG, HG Wien
333. HERBERT FERRYMAN LIMITED, England
334. Hercules Parent LLC
335. Herz - Jesu Apotheke Mag. pharm. Marianne Keller KG, HG Wien

336. Herz Jesu Apotheke & Parfümerie Mag. pharm. Ingrid Heller KG, LG Feldkirch
337. HF Land Company
338. HFN of Northwest Florida, Inc.
339. HIGGINS & SON (CHEMISTS) LIMITED, England
340. HILL-SMITH (WARRINGTON) LIMITED, England
341. HisComp Co., Zee Medical Service Co.
342. HMS Acquisition Corp.
343. HOLLYFAR - Marcas e Comunicação, Unipessoal, Lda., Portugal
344. HOLMSCROFT HC LIMITED, Scotland
345. HOLON, S.A., Portugal
346. Honeybee Bridge LLC
347. HTP Inc. (HTP LLC)
348. HTP LLC
349. Hubertus-Apotheke Mag. pharm. E. Klettenhofer KG, HG Wien
350. HUSKY AQUISITION INC.
351. Hygeia Bottled Water, Inc.
352. HYWEL DAVIES (CAERPHILLY) LIMITED, England
353. IHA Corp.
354. Imagine Health, Inc.
355. INDEPENDENT PHARMACY CARE CENTRES (2008) LIMITED, England
356. Indian River Radiation Oncology, LLC
357. Infolab, LLC
358. Innovent Oncology, LLC
359. INSPIRON DISTRIBUTION LIMITED, England
360. Integrated Cancer Care, LLC
361. Integrated Pathology Services
362. IntelliClaim, Inc.
363. Inten GmbH, Stuttgart
364. Intercal, Inc.
365. International Dairy Engineering Co. of Asia, Inc.
366. InterQual Inc.
367. intraFUSION GP, LLC
368. Intrafusion Holding Corp.
369. intraFUSION Purchasing Network, LLC
370. intraFUSION Research Network, LLC
371. Inviva, McKesson Pharma Care Network Corporation / La Corporation Inviva, Réseau de soins pharmacologiques McKesson (SUCCESSOR)
372. Iowa Pharmaceutical Services, LLC
373. IPCC LIMITED, England
374. IPD Holdings, Inc.
375. J S DENT LIMITED, England
376. Bradbury (Surgical) Limited, Northern Ireland
377. J.G. Crowley Pharmacy Limited, Dublin
378. JACS, Inc.
379. Jaron, Inc.
380. Jeffersonville Radiation Technology, LLC
381. Jessheim Apotek AS
382. Jewett Drug Co.
383. Jewett Drug LLC
384. Johannes Apotheke Mag. pharm. Deutsch KG, LG Graz
385. JOHN BELL & CROYDEN LIMITED, England
386. JOHN HAMILTON (PHARMACEUTICALS) LIMITED, Scotland
387. Jupiter Acquisition Ltd.
388. Kairnburry, Dublin
389. Kathleen Properties Subdivision Association, Inc.
390. Keling Limited
391. Keltman Pharmaceuticals, Inc. (Linear Holdings, LLC)
392. Kemofarmacija, veletrgovina za oskrbo zdravstva, d.d., Ljubljana
393. Keystone/Ozone Pure Water Company
394. Kilshallow Limited, Dublin
395. KINGSWOOD CHEMISTS LIMITED, England
396. KINGSWOOD GK LIMITED, England
397. Kitco, Inc.
398. Knowledgeable Healthcare Solutions, Inc.
399. Kreuz-Apotheke KG, HG Wien
400. KWS & P, Inc
401. KWS & P/SFA, Inc.
402. KYLE & CARRICK HOLDINGS LIMITED, Scotland
403. Laboratoria Flandria NV, Belgium
404. Laboratory Supply Company
405. Labsco Holdings, Inc. (McKesson Medical-Surgical Inc.)
406. Leesburg Radiation Oncology, LLC
407. LEVELCROWN LIMITED, England
408. Liberty Real Estate NJ LLC
409. Lind-Apotheke Mag. pharm. Alexander Telesko KG, LG Klagenfurt
410. Linear Holdings, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
411. Linear Holdings, LLC (Linear Holdings, Inc.)

412. Linear Medical Solutions, LLC
413. LINFORD PHARMACIES LIMITED, England
414. LISEAPOTEKENE AS
415. Lissone Farmacie S.p.A., CCIAA di Monza e Brianza
416. LIVINGSTON HEALTH CENTRE (P.D) CO. LIMITED, Scotland
417. LKW, Inc.
418. LLOYDS CHEMISTS LIMITED, England
419. LLOYDS CHEMISTS RETAIL (NORTHERN) LIMITED, England
420. LLOYDS CHEMISTS RETAIL LIMITED, England
421. LLOYDS GROUP PROPERTIES LIMITED, England
422. Lloyds Pharmacy Clinical Homecare Limited, England
423. LLOYDS PHARMACY LIMITED, England
424. LLOYDS PROPERTIES LIMITED, England
425. LLOYDS Property Management Company Belgium S.A., Belgium
426. LLOYDS RETAIL CHEMISTS LIMITED, England
427. Lloyds Retail S.r.l., Socio Unico, Italy
428. LLOYDSFARMACIA ROMA 4 S.R.L., Italy
429. Lloydspharma Group S.A., Belgium
430. Lloydspharma S.A., Belgium
431. Lloydspharmacy Ireland Limited, Dublin
432. Lory Apotheke Mag. pharm. Karin Eichinger KG, HG Wien
433. LP Clinical Homecare Group Limited, England
434. LPL ONE LIMITED, England
435. M H GILL LIMITED, England
436. M PAYNE & CO LIMITED, England
437. Macfor International Finance Company
438. MACON Acquisition Corp.
439. Macro Helix LLC
440. Madison Acquisition Inc.
441. Marathon Acquisition Subsidiary, Inc.
442. Mariahilf-Apotheke Mag. pharm. Christoph Rücklinger KG, LG St. Pölten
443. Mariahilf-Apotheke Mag. pharm. Helga Mann KG, Landesgericht Graz
444. Marien-Apotheke Mag. pharm. Thomas Job KG, LG Eisenstadt
445. Marien-Apotheke, Mag.pharm. Eva Grabner KG, Landesgericht Korneuburg
446. Maryland First Aid Co., Inc.
447. MASTA Limited, England
448. Masters Drug Company, Inc.
449. MATIS Immobilien OHG, Stuttgart
450. Maurice F. Dougan Limited, Dublin
451. May Roberts Ltd, Dublin
452. MCK Acquisition Corp.
453. McK International Financial Holdings (Barbados) SRL
454. McKesson (Cayman Islands) Inc.
455. McKesson (Shanghai) Trading Company Limited
456. McKesson + Strategic Solutions ULC / Solutions Strategiques McKesson + ULC
457. McKesson Automation Systems Inc.
458. McKesson Belgium Holdings SPRL, Belgium
459. McKesson Canada Corporation/La Corporation McKesson Canada (SUCCESSOR)
460. McKesson Canada Finance IA ULC
461. McKesson Canada Finance IB ULC
462. McKesson Capital Funding Corp.
463. McKesson Capital Funding Corporation
464. McKesson Capital LLC
465. McKesson Central Fill LLC (McKesson Distribution Holdings LLC)
466. McKesson Contract Research Organization LLC
467. McKesson Cork Business Solutions Unlimited Company
468. McKesson Corporate Properties, Inc.
469. McKesson Corporation
470. McKesson Development Corp.
471. McKesson Distribution Holdings LLC
472. McKesson Drug Company LLC
473. McKesson Europe AG
474. McKesson Europe Holdings GmbH & Co. KGaA
475. McKesson Europe Holdings Verwaltungs GmbH
476. McKesson Financial Holdings II Unlimited Company
477. McKesson Financial Holdings Unlimited Company
478. McKesson Financing Trust III
479. McKesson Financing Trust IV
480. McKesson Foundation Inc.

481. McKesson FRANCE HOLDINGS, Bobigny	510. McKesson International Bermuda IP5B Unlimited (McKesson International Bermuda IP5A Limited)
482. McKesson France Retail, Bobigny B	511. McKesson International Bermuda Opco1A Limited
483. McKesson Funding Company of Canada	512. McKesson International Bermuda Opco1B Unlimited (McKesson International Bermuda Opco1A Limited)
484. McKesson Global Procurement & Sourcing Limited	513. McKesson International Bermuda Opco3A Limited
485. McKesson Global Sourcing Limited	514. McKesson International Bermuda Opco3B Unlimited (McKesson International Bermuda Opco3A Limited)
486. McKesson Global Sourcing Limited [Irish Branch]	515. McKesson International Bermuda Opco4A Limited
487. McKesson Health Solutions Holdings LLC	516. McKesson International Bermuda Opco4B Unlimited
488. McKesson Health Solutions LLC	517. McKesson International Finance III Limited (McKesson US Finance Corporation)
489. McKesson Health Solutions Puerto Rico Inc.	518. McKesson International Finance S.a.r.l.
490. McKesson Health Solutions Texas Inc.	519. McKesson International Holdings III S.a.r.l.
491. McKesson High Volume Solutions Inc.	520. McKesson International Holdings IV S.a.r.l.
492. McKesson Information Solutions Finance S.a.r.l.	521. McKesson International Holdings S.a.r.l.
493. McKesson Information Solutions Holdings II S.a.r.l.	522. McKesson International Holdings Unlimited Company
494. McKesson Information Solutions Holdings III S.a.r.l.	523. McKesson International Holdings VI S.a.r.l.
495. McKesson Information Solutions Holdings IV S.a.r.l.	524. McKesson International Holdings VII S.a.r.l.
496. McKesson Information Solutions Holdings V S.a.r.l.	525. McKesson International Investment Corp.
497. McKesson Information Solutions III LLC	526. McKesson International Ireland I Limited
498. McKesson Information Solutions Inc. (McKesson Information Solutions LLC)	527. McKesson International LLC
499. McKesson Information Solutions IV LLC	528. McKesson International Malaysia Sdn Bhd
500. McKesson Information Solutions LLC	529. McKesson International S.a.r.l.
501. McKesson Information Solutions Topholdings S.a.r.l.	530. McKesson International Topholdings S.a.r.l.
502. McKesson Information Solutions UK Limited	531. McKesson Ireland Limited
503. McKesson International Bermuda IP2A Limited	532. McKesson Logistics Solutions
504. McKesson International Bermuda IP2B Unlimited	533. McKesson Medical Imaging Company Ltd. (predecessor)
505. McKesson International Bermuda IP3A Limited	534. McKesson Medical-Surgical FDT Inc.
506. McKesson International Bermuda IP3B Unlimited (McKesson International Bermuda IP3A Limited)	535. McKesson Medical-Surgical Government Solutions LLC
507. McKesson International Bermuda IP4A Limited	536. McKesson Medical-Surgical Holdings Inc.
508. McKesson International Bermuda IP4B Unlimited (McKesson International Bermuda IP4A Limited)	537. McKesson Medical-Surgical Inc.
509. McKesson International Bermuda IP5A Limited	538. McKesson Medical-Surgical Iowa Inc.

539. McKesson Medical-Surgical Iowa Supply Inc.
540. McKesson Medical-Surgical Maine Inc.
541. McKesson Medical-Surgical Manufacturing Inc.
542. McKesson Medical-Surgical MediMart Inc.
543. McKesson Medical-Surgical MediNet Inc.
544. McKesson Medical-Surgical Minnesota Inc. (McKesson Medical-Surgical Holdings Inc.)
545. McKesson Medical-Surgical Minnesota Supply Inc.
546. McKesson Medical-Surgical Supply Chain Services LLC
547. McKesson Medical-Surgical Top Holdings Inc.
548. McKesson Medication Management Holdings Inc.
549. McKesson Medication Management Virgin Islands Inc.
550. McKesson Norway Holdings AS
551. McKesson Pharmacy Optimization LLC
552. McKesson Pharmacy Systems Canada ULC
553. McKesson Pharmacy Systems LLC
554. McKesson Plasma and Biologics LLC
555. McKesson Prescription Drug Plan LLC
556. McKesson Property Company, Inc.
557. McKesson Purchasing Company LLC
558. McKesson Services Inc. (McKesson Services LLC)
559. McKesson Services LLC
560. McKesson Sourcing Services Inc.
561. McKesson Specialized Distribution Inc. / McKesson Distribution Specialisee Inc. (Successor)
562. McKesson Specialty Arizona Inc.
563. McKesson Specialty Care Distribution Corporation (McKesson Specialty Care Distribution LLC)
564. McKesson Specialty Care Distribution JV LLC
565. McKesson Specialty Care Distribution LLC
566. McKesson Specialty Corporation
567. McKesson Specialty Distribution LLC
568. McKesson Specialty Health Innovative Practice Services, LLC
569. McKesson Specialty Health Management Services LLC
570. McKesson Specialty Health Pharmaceutical & Biotech Solutions, LLC
571. McKesson Specialty Health Pharmaceutical & Biotech Solutions, LP (McKesson Specialty Health Pharmaceutical & Biotech Solutions, LLC)
572. McKesson Specialty Health Technology Products LLC
573. McKesson Specialty Pharmacy, LP (RxC Acquisition Company)
574. McKesson Specialty Prescription Services (Atlantic) Corporation/Corporation McKesson Services de Prescription Spécialisée (Atlantique)
575. McKesson Specialty Prescription Services (B.C.) Corporation
576. McKesson Specialty Prescription Services Corporation
577. McKesson SPS (Manitoba) Corporation
578. McKesson Strategic Services Limited
579. McKesson Technologies Inc.
580. McKesson Trading Company
581. McKesson Transportation Systems, Inc.
582. McKesson UK Finance I Limited
583. McKesson UK Finance II Limited
584. McKesson UK Finance V Limited
585. McKesson UK Holdings Limited
586. McKesson US Finance Corporation
587. McKesson US Holdings GP
588. McKesson Ventures LLC
589. McKesson Ventures Unlimited Company
590. McQueary Bros. Drug Company
591. McQueary Bros. Drug Company, LLC
592. McSweeney Dispensers 10 Limited, Ireland
593. McSweeney Dispensers 23 Limited, Ireland
594. MDD pharma N.V., Belgium
595. MED3000 Health Solutions Southeast
596. MED3000 RPG
597. Medaid Supply, Inc.
598. Medcon Telemedicine Technology, Inc.
599. Median Healthcare Services Unlimited Company, Ireland
600. Medical & Vaccine Products, Inc.
601. Medical Advisory Services for Travellers Abroad Limited, England
602. Medical Specialties Distributors Holdings, Inc. (MSD Parent Corporation)
603. Medical Specialties Distributors, LLC

- 604. Medical Specialties Holdings Corp.
(Medical Specialties Holdings II Corp.)
- 605. Medical Specialties Holdings II Corp.
- 606. Medicentres Canada Inc. (SUCCESSOR)
- 607. Medicine Shoppe Atlantic Corporation
- 608. Medicine Shoppe Canada Corporation
- 609. Medicine Shoppe Canada Real Estate Corporation
- 610. MEDIMART LIMITED, England
- 611. MediVation, Inc.
- 612. MedVentive Inc.
- 613. MeMed CZ s.r.o., Praha
- 614. Menges Medizintechnik Schweiz AG,
Sankt Gallen
- 615. Merlin Subsidiary Inc.
- 616. Merrick Healthcare Limited
- 617. Metabolic Healthcare Holdings Limited,
England
- 618. Metabolic Healthcare Limited, England
- 619. Metropolitan Integrated Cancer Center,
L.L.C.
- 620. MH/USON Radiation Management
Company, LLC
- 621. MHD-USO General, LLC
- 622. MHD-USO Management Company, LP
- 623. MHS Connecticut LLC
- 624. Michigan Pharmaceutical Services, LLC
- 625. Mid-Atlantic Radiation Oncology LLC
- 626. Millennium Merger Corporation
- 627. Mohawk Liqueur Corporation
- 628. Mohren-Apotheke Mag. Christian Müller
KG, LG Graz
- 629. Moore Medical LLC (McKesson Medical-
Surgical Government Solutions LLC)
- 630. Mosaic Acquisition Corporation
- 631. MOUNT PHARMACY LIMITED,
England
- 632. MSA Products LLC
- 633. MSD Acquisition Corp. (Medical
Specialties Holdings Corp.)
- 634. MSD Parent Corporation (MSD
Acquisition Corp.)
- 635. Multum Information Services, Inc.
- 636. MUNRO PHARMACY LIMITED,
Scotland
- 637. MWPC Acquisition Corp.
- 638. MWPC Acquisition Corp. (PA)
- 639. My MHealth Limited, England & Wales
- 640. myhca, inc.
- 641. NARO, LLC
- 642. National Oncology Alliance, Inc.
- 643. Natureline, Dublin
- 644. NDC of Canada, Inc.
- 645. NDCHealth Corporation
- 646. NDCHealth Pharmacy Systems and
Services, Inc.
- 647. Nebraska Pharmaceutical Services, LLC
- 648. Negatron, Inc.
- 649. Nensi d.o.o., Ljubljana
- 650. NERO GP, LLC
- 651. New Experimental Therapeutics of San
Antonio, LLC
- 652. NEW KIRK PHARMACY LIMITED,
Scotland
- 653. New Mexico Pharmaceutical Services,
LLC
- 654. NewHealthCo, LLC
- 655. NexCura, LLC (McKesson Specialty
Health Technology Products LLC)
- 656. Nibelungen-Apotheke Mag. pharm.
Michaela Wachter KG, LG St. Pölten
- 657. Norsk Medisinaldepot AS
- 658. North Carolina Pharmaceutical Services,
LLC
- 659. Northeast Pennsylvania Radiation
Oncology, LP
- 660. Northern Arizona Oncology Centers, LLC
- 661. Northern Boulevard Radiation Oncology
Management, LLC
- 662. Northern San Fernando Valley Radiation
Oncology, LLC
- 663. Northstar Healthcare Holdings Limited
- 664. Northstar Healthcare Holdings Unlimited
Company
- 665. Northstar Healthcare Limited
- 666. Northstar Healthcare Unlimited Company
- 667. Northstar International Holdings Limited
- 668. Northstar Rx LLC
- 669. Norvern Enterprises, Inc.
- 670. NR Direct, Inc. (McKesson Patient Care
Solutions Inc.)
- 671. O'Leary Pharmacy (Lucan) Limited,
Dublin
- 672. OCP FORMATION, Bobigny
- 673. OCP PORTUGAL, PRODUTOS
FARMACÊUTICOS, S.A., Maia
- 674. OCP REPARTITION, Bobigny B
- 675. OCP, Bobigny
- 676. Oncology Holdings II, Inc.
- 677. Oncology Holdings, Inc.
- 678. Oncology Rehab Partners, LLC

679. Oncology Therapeutics Network Corporation
680. Oncology Today, LP
681. OnMark, Inc.
682. Optimed Health Limited, England & Wales
683. Orca Acquisition Corp.
684. Ørebekk Apotek AS
685. Oswald-Apotheke Mag. pharm. Ilse Pedevilla KG, LG Feldkirch
686. OTN Generics, Inc.
687. OTN Participant, Inc.
688. Outpatient Infusion Systems, Inc
689. Øygarden Apotek AS
690. P C Cahill & Company Limited, Dublin
691. P.L.C.E., Inc.
692. Packet Merger Sub Inc.
693. PALEMODA LIMITED, England
694. Palm Merger Sub, Inc.
695. Panther Acquisition Corporation
696. Panther-Apotheke Mag. pharm. Margarete Breyha KG., LG St. Pölten
697. Paracelsus-Apotheke Mag. pharm. Dr. Birgit Müller KG, Austria
698. Pathology Service Associates, LLC
699. Pathway Purchasing Network, LLC
700. Patient Account Management Services, Inc.
701. PAUL WHEELER LIMITED, England
702. PCB SA, Belgium
703. PEEL STREET PHARMACY LIMITED, England
704. peerVue, Inc. (DE)
705. peerVue, Inc. (NH)
706. Pemberton Marketing International Limited
707. Penn-Chem Corporation
708. PERILLA Grundstücks-Verwaltungsgesellschaft mbH & Co. KG, AG München
709. Per-Se Transaction Services, Inc.
710. PF2 McKesson Technologies Inc.
711. PF2 SpinCo Inc.
712. Pharma Belgium Belmedis SA, Belgium
713. PHARMA PARTNERS, Belgium
714. Pharma Services (NI) Limited, Northern Ireland
715. Pharmaceutical Distributors Federation Ireland Company Limited By Guarantee
716. Pharmaceutical Support Services, Inc.
717. Pharmacie Ananga-Talom, Belgium
718. Pharmacie de la Bascule, Belgium
719. PHARMACTIV DISTRIBUTION, Bobigny B
720. Pharmacy O'Riada Holdings Limited, Dublin
721. PHARMAGEN LIMITED, England
722. PHILIP GOODMAN LIMITED, England
723. PHR ANTILLES, FORT DE FRANCE
724. PhyServ Solutions, Inc.
725. Physician Micro Systems, Inc.
726. Physician Oncology Services Management Company, LLC
727. Physician Reliance Holdings, LLC
728. Physician Reliance Maryland, LP
729. Physician Reliance Network, Inc. (Physician Reliance Network, LLC)
730. Physician Reliance Network, LLC
731. Physician Reliance, L.P.
732. Physician Reliance, LLC
733. Physician Sales & Service Limited Partnership
734. Physician Sales & Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
735. Pindsle Apotek AS
736. PMLX Limited
737. POC Management Group, LLC (Dispensing Solutions, Inc.)
738. Podiatry Online, Inc.
739. Portico Systems of Delaware, Inc.
740. POS I Corp. (Dublin 2016 Acquisition, LLC)
741. Presbyterian Cancer Center-Dallas, LLC
742. Prescribing Support Services Limited, England & Wales
743. Prima Brands Limited, Northern Ireland
744. PRIMELIGHT LIMITED, England
745. Prismedica S.A.S.
746. PRN Physician Reliance, LLC
747. Pro-AvO GmbH, Deutschland
748. Proclaim, Inc. (McKesson Medical-Surgical MediMart Inc.)
749. PRODILAB, France
750. Providence Radiation Oncology Partners LLC
751. PSS China Sourcing Limited
752. PSS Global Holdings
753. PSS Global Sourcing China Business Trust
754. PSS Global Sourcing Hong Kong Limited

755. PSS Global Sourcing Limited [Hong Kong]
756. PSS HK 1 Limited
757. PSS Holding, Inc. (McKesson Medical-Surgical Inc.)
758. PSS Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
759. PSS Southeast Asia Limited
760. PSS World Medical, Inc.
761. PST Products, LLC
762. PST Services, Inc. (PST Products, LLC)
763. Purchasing Alliance for Clinical Therapeutics, LLC
764. R F FOSKETT & SON LIMITED, England
765. R GORDON DRUMMOND LIMITED, England
766. R/X Automation Solutions, LLC
767. Raabtal-Apotheke Mag.pharm. Karin Drawetz KG, Landesgericht Graz
768. Radiation Oncology Services of America, Inc.
769. Radiotherapy Clinic Holdings, LLC
770. Radiotherapy Clinics of Kentuckiana, LLC
771. Radiotherapy Clinics of Kentuckiana-2, LLC
772. Radius Data Solutions, LLC
773. Radius Reimbursement Services, LLC
774. Radunnco, Inc.
775. Rancare, Inc.
776. Randolph Home Care Inc.
777. Randolph Medical Inc.
778. RCOG Cancer Centers, LLC
779. Rebel Distributors Corp. (McKesson Medical-Surgical Top Holdings Inc.)
780. recucare GmbH, Stuttgart
781. recusana GmbH, Stuttgart
782. Regenbogenapotheke "Am Leberberg" Mag. pharm. Andreas Portisch KG, HG Wien
783. RelayHealth Corporation (McKesson Information Solutions LLC)
784. Renoir Acquisition Corporation
785. Renoir Acquisition Corporation (DE)
786. RESEAU SANTE, BREST
787. RetraceHealth, Inc.
788. Rexall Pharmacy Group Ltd.
789. Rexall/Pharma Plus Pharmacies (BC) Ltd.
790. Rexall/Pharma Plus Pharmacies (Sask) Ltd.
791. Rexall/Pharma Plus Pharmacies Ltd.
792. Riel, Inc.
793. Riverside Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
794. R-jet, Incorporated
795. RMCC Cancer Center, Inc. (RMCC Cancer Center, LLC)
796. RMCC Cancer Center, LLC
797. ROSA of Eastern Shore, LLC
798. ROSA of Georgia, LLC
799. ROSA of South Alabama, LLC
800. ROSA of Southern New Jersey, LLC
801. Roth Medical Services, Inc.
802. RPRS, LLC
803. RX Information Technology LLC
804. RxC Acquisition Company
805. RxCrossroads 3PL LLC
806. Ryle and De Lacy Pharmacies Limited, Ireland
807. S.K.U., Inc.
808. Salus-Apotheke Mag. pharm. Simone Gaigg KG, Salzburg
809. Salvator - Apotheke Mag. pharm. Gertrude Pölzl KG, LG Leoben
810. San Bruno Mountain Ltd., A California Limited Partnership
811. Sandviken Apotek AS
812. Sangers (Northern Ireland) Limited, Northern Ireland
813. SANOVA Pharma GesmbH, HG Wien
814. SAVORY & MOORE (JERSEY) LIMITED, Jersey
815. SAVORY & MOORE LIMITED, Scotland
816. SCHOLES (CHEMISTS) LIMITED, England
817. Schutzengelapotheke Neufeld Mag. Schweifer KG, LG Eisenstadt
818. Scrip Pak, LLC (Linear Holdings, LLC)
819. Script2U Holdings LLC
820. Script2U LLC
821. ScriptHero LLC
822. ScriptHero Pharmacy Holdings LLC
823. ScriptHero Pharmacy LLC
824. Select RX, LLC (Linear Holdings, LLC)
825. SelectPlus Oncology, LLC
826. Sens Arbeidsinkluderung AS
827. Sens Eiendom AS
828. Sens Gruppen AS
829. Sens Utvikling AS

830. SERVICE DE LA REPARTITION
PHARMACEUTIQUE, Paris
831. SF Valley Derm Equipment I, LLC
832. Sherman Oaks Radiation Oncology, LLC
(Vantage Oncology Treatment Centers,
LLC)
833. Sherman Oaks Radiation Technology,
LLC (Vantage Oncology Treatment
Centers, LLC)
834. Shoup Properties, Inc.
835. SHS V Medtech Investments GmbH &
Co. KG
836. Simply Medical LLC
837. SIVEM Pharmaceuticals ULC/SIVEM
Produits Pharmaceutiques ULC
838. Six R Investments, Inc.
839. SOCIETE COOPERATIVE OUEST
PARTAGE, BREST
840. SOCIETE D'ETUDES ET DE
REALISATIONS INFORMATIQUES,
Monaco
841. Sofarmex BVBA, Belgium
842. Sofiadis SCRL, Belgium
843. Soldier Acquisition Corporation
844. SOPI The Lough Limited, Ireland
845. SOPI Youghal Limited, Ireland
846. SourceTenn LLC
847. South Alabama Cancer Centers, LLC
848. South Bay Radiation Oncology, LLC
849. South Pacific Medical Inc.
850. Southeast Merger Corp.
851. Southeast Texas Cancer Centers, L.P.
852. Southern California Radiation Oncology,
LLC
853. Spider Acquisition Corporation
854. Spirit Acquisition Corporation
855. Spring Valley Industries, LLC
856. St. Louis Pharmaceutical Services, LLC
857. St. Lucas-Apotheke Mag.pharm. Ilona
Elisabeth Leitner KG, HG Wien
858. St. Markus Apotheke Dr. Elke
Kramberger-Kaplan KG, LG Linz
859. St. Richard Apotheke Mag.pharm. Ursula
Kohl KG, Landesgericht Korneuburg
860. Stadion-Apotheke Mag. pharm. Ulrike
Grosser-Schmidt KG, LG St. Pölten
861. Stadt-Apotheke "Zur heiligen Barbara"
Mag. pharm. Igor Mauritsch KG, Austria
862. Stadtapotheke Fürstenfeld Mag. pharm.
Waltraud Maier KG, Landesgericht Graz
863. Stat RX USA, LLC (Linear Holdings,
LLC)
864. STATIM FINANCE LIMITED, England
865. STEPHEN SMITH LIMITED, Guernsey
866. Sterling Medical Services, LLC
(McKesson Patient Care Solutions Inc.)
867. STQ LLC
868. Strategic Health Alliance II, Inc.
869. Strategic Health Alliance Management
Corp.
870. Strategic Sourcing Services LLC
871. Streator Radiation Oncology, LLC
872. Stubaital-Apotheke Mag.pharm. Christian
Kernstock KG, LG Innsbruck
873. Summa Script LLC
874. Sund Apotek AS
875. SUPERFIELD LIMITED, England
876. Supplylogix LLC
877. T AND I WHITE LIMITED, England
878. T. Sheridan Sales & Marketing, Dublin
879. Tabor Apotheke Mag. pharm. Wolfram
Schaden KG, LG Steyr
880. Targa Parent Holdings, LLC
881. TBC Products, Inc.
882. Temperature Controlled Pharmaceuticals
Limited
883. Test Corporation changed 2 GM 3 AG
884. Test Entity - Corporation
885. Test Entity - Corporation (Glenette)
886. Test Entity - LLC (Anne)
887. Test Entity - LLC (Glenette)
888. Test Entity - LLC (Karen)
889. Test Entity - LLC (Melissa)
890. Test Entity - LP
891. Test Entity - Manager LLC
892. Test Entity - Member LLC
893. Test Entity - Parent Corporation
894. Texas Pharmaceutical Services, LLC
895. Texas Proton Therapy Center, LLC
896. The Oregon Cancer Centers, Ltd.
897. Theratech, Inc. (McKesson Medical-
Surgical Top Holdings Inc.)
898. Thriftymed, Inc. (McKesson Medical-
Surgical Top Holdings Inc.)
899. THURNBY ROSE LIMITED, England
900. Titus Home Health Care LLC
901. Tjellesen Max Jenne A/S, Rodovre
902. Todin A/S, Denmark
903. TOPS Pharmacy Services, Inc.
904. Tower Radiation Technology, LLC
905. Tracer Enterprises LLC

906. Tri-State Radiation Oncology Centers, LLC
907. Tuna Acquisition Corp.
908. Tyler Radiation Equipment Leasing, LLC
909. Unicare Dispensers 16 Limited, Ireland
910. Unicare Dispensers 27 Limited, Ireland
911. Unicare Dispensers 5 Limited, Ireland
912. Unicare Pharmacy Group Limited, Dublin
913. United Drug (Wholesale) Limited
914. United Drug Distributors Ireland Limited
915. Unity Oncology, LLC
916. Urbani-Apotheke Mag. pharm. Bernhard Prattes KG, LG Graz
917. US Oncology Corporate, Inc.
918. US Oncology Holdings, Inc.
919. US Oncology Lab Services, LLC
920. US Oncology Pharmaceutical Services, LLC
921. US Oncology Pharmacy GPO, L.P.
922. US Oncology Reimbursement Solutions, LLC
923. US Oncology Research, Inc. (US Oncology Research, LLC)
924. US Oncology Research, LLC
925. US Oncology Specialty, LP
926. US Oncology, Inc.
927. USCITA LIMITED, England
928. USON Insurance Company
929. USON Risk Retention Group, Inc.
930. Utah Acquisition Corporation
931. Valley Equipment Company
932. Vantage Acquisition Company, LLC (Vantage Oncology, LLC)
933. Vantage Acquisition Finance, LLC (Vantage Oncology, LLC)
934. Vantage Cancer Care - Alabama, LLC (Vantage Cancer Care Networks, LLC)
935. Vantage Cancer Care - Indiana, LLC (Vantage Cancer Care Networks, LLC)
936. Vantage Cancer Care - New Mexico, LLC (Vantage Cancer Care Networks, LLC)
937. Vantage Cancer Care Network of Alabama, LLC (Vantage Cancer Care Networks, LLC)
938. Vantage Cancer Care Network of Indiana, LLC (Vantage Cancer Care Networks, LLC)
939. Vantage Cancer Care Network of New Mexico, LLC (Vantage Cancer Care Networks, LLC)
940. Vantage Cancer Care Networks, LLC
941. Vantage Cancer Centers of Georgia, LLC
942. Vantage Central Ohio Radiation Therapy, LLC
943. Vantage Equipment Acquisition, LLC
944. Vantage Exton Radiation Oncology, LLC
945. Vantage Medical Management Services, LLC
946. Vantage Mokena Radiation Oncology, LLC
947. Vantage Oncology - Brooklyn, LLC
948. Vantage Oncology Centers - Beverly Hills, LLC
949. Vantage Oncology Finance Co. (Vantage Oncology, LLC)
950. Vantage Oncology Holdings, LLC
951. Vantage Oncology LLC PAC Corporation
952. Vantage Oncology Physics, LLC
953. Vantage Oncology Treatment Centers - Brevard, LLC
954. Vantage Oncology Treatment Centers - Brockton, LLC
955. Vantage Oncology Treatment Centers - Central Florida, LLC (Vantage Oncology Treatment Centers, LLC)
956. Vantage Oncology Treatment Centers - Northern Arizona, LLC
957. Vantage Oncology Treatment Centers - Ohio, LLC (Vantage Oncology Treatment Centers, LLC)
958. Vantage Oncology Treatment Centers - San Antonio, LLC (Vantage Oncology Treatment Centers, LLC)
959. Vantage Oncology Treatment Centers - Tri-State, LLC
960. Vantage Oncology Treatment Centers, LLC
961. Vantage Oncology, LLC
962. Vantage Operational Support Services, LLC
963. Vantage Radiation Oncology Associates, LLC
964. Vantage San Antonio Radiation Oncology, LLC (Vantage Oncology Treatment Centers - San Antonio, LLC)
965. Vantage South Suburban Radiation Oncology, LLC
966. VC Services, Inc.
967. VEC GP, LLC
968. VerbalCare, LLC
969. Verdal Apotek AS
970. Very Important Products, Inc.

- 971. Visitacion Associates
- 972. Vitapharm, proizvodnja in trgovina
farmacevtskih izdelkov d.o.o., Murska
Sobota
- 973. Vitusapotek Jessheim Storsenter AS
- 974. Vitus-Apoteket Torvbyen Fredrikstad AS
- 975. VOTC-Queens, LLC
- 976. Vulcan Acquisition Subsidiary, Inc.
- 977. W H CHANTER LIMITED, England
- 978. W H GREEN (CHEMISTS) LIMITED,
England
- 979. W JAMIESON (CHEMISTS) LIMITED,
England
- 980. W.H.C.P. (DUNDEE) LIMITED,
Scotland
- 981. Walsh Distribution, L.L.C.
- 982. Walsh Healthcare Solutions LLC
- 983. Walsh Healthcare Solutions, Inc.
- 984. Walsh Heartland, L.L.C.
- 985. Walsh Southwest L.L.C.
- 986. Well.ca ULC
- 987. West Florida Radiation Therapy, LLC
- 988. West Wholesale Drug Co.
- 989. WESTCLOSE LIMITED, England
- 990. Western Tumor Radiation Oncology, LLC
(Vantage Oncology Treatment Centers,
LLC)
- 991. Westside LA Derm Equipment I, LLC
- 992. WFCC Radiation Management Company,
LLC
- 993. Wickham Radiation Oncology, LLC
(Vantage Oncology Treatment Centers,
LLC)
- 994. Wiley Industries, LLC
- 995. Wilkes Barre Radiation Technology, LLC
(Vantage Oncology Treatment Centers,
LLC)
- 996. Wilkes-Barre Radiation Oncology, LLC
- 997. Windmill Realty, LLC
- 998. WOODSIDE PHARMACY (GLASGOW)
LIMITED, Scotland
- 999. World Medical Government Solutions,
LLC
- 1000. WorldMed Shared Services, Inc.
- 1001. WZ-WundZentren GmbH, AG Düsseldorf
- 1002. Ybbstal-Apotheke Mag.pharm. Adelheid
Tazreiter KG, LG St. Pölten
- 1003. Zeepro, Inc.

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT L

Settlement Fund Administrator

This Exhibit L will be appended to the Agreement prior to the Initial Participation Date pursuant to Section I.MMM.

EXHIBIT M

Settlement Payment Schedule

The below reflects the maximum payment if all States become Settling States and no offsets or reductions pursuant to this Agreement apply.

The text of this Agreement explains the terms, conditions, and underlying calculations for each of these Payments.

	Payment 1	Payment 2	Payment 3	Payment 4	Payment 5	Payment 6	Payment 7	Payment 8	Payment 9	Payment 10	Payment 11	Payment 12	Payment 13	Payment 14	Payment 15	Payment 16	Payment 17	Payment 18	Total
Resitution/Abatement	\$792,612,857.89	\$832,997,473.28	\$832,997,473.28	\$1,042,614,337.16	\$1,042,614,337.15	\$1,042,614,337.15	\$1,042,614,337.15	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$18,554,013,691.11
Base	\$458,881,128.25	\$482,261,695.06	\$482,261,695.06	\$603,618,826.78	\$603,618,826.77	\$562,304,221.38	\$562,304,221.38	\$668,613,860.15	\$668,613,860.15	\$668,613,860.15	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$10,204,707,530.09
Bonus A	\$333,731,729.64	\$350,735,778.22	\$350,735,778.22	\$438,995,510.38	\$438,995,510.38	\$408,948,524.64	\$408,948,524.64	\$486,264,625.57	\$486,264,625.57	\$486,264,625.57	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$7,421,605,476.43
Bonus B	\$208,582,331.02	\$219,209,861.39	\$219,209,861.39	\$274,372,193.99	\$274,372,193.99	\$255,592,827.90	\$255,592,827.90	\$303,915,390.98	\$303,915,390.98	\$303,915,390.98	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$4,638,503,422.77
Bonus C	\$125,149,398.61	\$131,525,916.83	\$131,525,916.83	\$164,623,316.39	\$164,623,316.39	\$153,355,696.74	\$153,355,696.74	\$182,349,234.59	\$182,349,234.59	\$182,349,234.59	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$2,783,102,053.66
Bonus D						\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$927,700,684.60
Additional Restitution Amount	\$64,615,384.62	\$113,076,923.08	\$105,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$282,692,307.70
State Cost Fund	\$56,538,461.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,538,461.54
State Outside Counsel Fee Fund	\$136,044,378.70	\$129,230,769.23	\$17,417,159.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$282,692,307.70
Attorney Fee Fund	\$136,044,378.70	\$150,934,911.25	\$270,825,443.80	\$183,625,739.68	\$183,625,739.69	\$183,625,739.69	\$183,625,739.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,292,307,692.51
MDL Expense Fund	\$40,384,615.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,384,615.39
Litigating Subdivision Cost Fund	\$40,000,000.00	\$40,000,000.00	\$40,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000,000.00
Total Payment	\$1,266,240,076.84	\$1,266,240,076.84	\$1,266,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$20,628,629,075.93 Max After Credit
																			\$491,370,923.07 Tribal/W. Va. Credit
																			\$21,119,999,999.00 Global Settlement Amount

EXHIBIT N

Additional Restitution Amount Allocation

American Samoa	0.0269444247%
Arizona	3.6430210329%
California	16.2669545320%
Colorado	2.7085512198%
Connecticut	2.1096636070%
District of Columbia	0.3322525916%
Guam	0.0804074609%
Illinois	5.4255643065%
Iowa	1.2999070108%
Kansas	1.3410510698%
Louisiana	2.3525361878%
Maine	0.9038789471%
Maryland	3.2974316916%
Massachusetts	3.6093694218%
Minnesota	2.1790874099%
Missouri	3.1849331362%
N. Mariana Islands	0.0285222675%
Nebraska	0.7246475605%
New Jersey	4.3741379541%
New York	9.7303039729%
North Carolina	5.1803544928%
North Dakota	0.3171626484%
Oregon	2.2051475878%
Pennsylvania	7.0279415168%
Tennessee	4.2216179010%
Texas	10.4894528864%
Virgin Islands	0.0544915651%
Virginia	3.7333854452%
Wisconsin	2.8360231633%
Wyoming	0.3152569876%

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval.* A State-Subdivision Agreement shall be agreed when it has been approved by the State and either (a) Subdivisions whose aggregate "*Population Percentages*," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes that do not function as local governments, fifteen percent (15%) of or more of the Settling State's General Purpose Governments that qualify as Subdivisions), by number.

2. *Approval Authority.* Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.

3. *Population Percentage Calculation.* For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes¹⁷, the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) two hundred percent (200%) of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) two hundred percent (200%) of the State's population. A "*Primary Incorporated Municipality*" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population; *provided* that the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to two hundred percent (200%) of its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each General Purpose Government (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.

4. *Preexisting Agreements and Statutory Provisions.* A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

¹⁷ Certain states do not have counties or parishes that have functional governments, including: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont.

5. *Revised Agreements.* A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions pursuant to the terms above.

EXHIBIT P

Injunctive Relief

I. INTRODUCTION

- A. Within ninety (90) days of the Effective Date unless otherwise set forth herein, each Injunctive Relief Distributor shall implement the injunctive relief terms set forth in Sections II through XIX (the “*Injunctive Relief Terms*”) in its Controlled Substance Monitoring Program (“*CSMP*”).
- B. The Effective Date of these Injunctive Relief Terms shall be defined by Section I.P of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.

II. TERM AND SCOPE

- A. The duration of the Injunctive Relief Terms contained in Sections IV through XVI shall be ten (10) years from the Effective Date.
- B. McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation are referred to collectively throughout these Injunctive Relief Terms as the “*Injunctive Relief Distributors*” or individually as an “*Injunctive Relief Distributor*.” Each Injunctive Relief Distributor is bound by the terms herein.
- C. The requirements contained in Sections VIII through XV shall apply to the distribution of Controlled Substances to Customers by each Injunctive Relief Distributor’s Full-Line Wholesale Pharmaceutical Distribution Business, including by any entities acquired by the Injunctive Relief Distributors that are engaged in the Full-Line Wholesale Pharmaceutical Distribution Business. The prior sentence is not limited to activity physically performed at each Injunctive Relief Distributor’s distribution centers and includes activity covered by the prior sentence performed by each Injunctive Relief Distributor at any physical location, including at its corporate offices or at the site of a Customer with respect to Sections III through XV.

III. DEFINITIONS

- A. “*Audit Report*.” As defined in Section XVIII.H.3.
- B. “*Chain Customers*.” Chain retail pharmacies that have centralized corporate headquarters and have multiple specific retail pharmacy locations from which Controlled Substances are dispensed to individual patients.
- C. “*Chief Diversion Control Officer*.” As defined in Section IV.A.
- D. “*Clearinghouse*.” The system established by Section XVII.

- E. “*Clearinghouse Advisory Panel.*” As defined in Section XVII.B.4.
- F. “*Controlled Substances.*” Those substances designated under schedules II-V pursuant to the federal Controlled Substances Act and the laws and regulations of the Settling States that incorporate federal schedules II-V. For purposes of the requirements of the Injunctive Relief Terms, Gabapentin shall be treated as a Controlled Substance, except for purposes of Section XII for Customers located in States that do not regulate it as a controlled substance or similar designation (e.g., drug of concern).
- G. “*Corrective Action Plan.*” As defined in Section XIX.B.7.b.
- H. “*CSMP.*” As defined in Section I.A.
- I. “*CSMP Committee.*” As defined in Section VI.A.
- J. “*Customers.*” Refers collectively to current, or where applicable potential, Chain Customers and Independent Retail Pharmacy Customers. “Customers” do not include long-term care facilities, hospital pharmacies, and pharmacies that serve exclusively inpatient facilities.
- K. “*Data Security Event.*” Refers to any compromise, or threat that gives rise to a reasonable likelihood of compromise, by unauthorized access or inadvertent disclosure impacting the confidentiality, integrity, or availability of Dispensing Data.
- L. “*Dispensing Data.*” Includes, unless altered by the Clearinghouse Advisory Panel: (i) unique patient IDs; (ii) patient zip codes; (iii) the dates prescriptions were dispensed; (iv) the NDC numbers of the drugs dispensed; (v) the quantities of drugs dispensed; (vi) the day’s supply of the drugs dispensed; (vii) the methods of payment for the drugs dispensed; (viii) the prescribers’ names; (ix) the prescribers’ NPI or DEA numbers; and (x) the prescribers’ zip codes or addresses. The Clearinghouse will be solely responsible for collecting Dispensing Data.
- M. “*Draft Report.*” As defined in Section XVIII.H.1.
- N. “*Effective Date.*” As defined in Section I.B.
- O. “*Full-Line Wholesale Pharmaceutical Distribution Business.*” Activity engaged in by distribution centers with a primary business of supplying a wide range of branded, generic, over-the-counter and specialty pharmaceutical products to Customers.
- P. “*Highly Diverted Controlled Substances.*” Includes: (i) oxycodone; (ii) hydrocodone; (iii) hydromorphone; (iv) tramadol; (v) oxymorphone; (vi) morphine; (vii) methadone; (viii) carisoprodol; (ix) alprazolam; and (x) fentanyl. The Injunctive Relief Distributors shall confer annually and review this list to determine whether changes are appropriate and shall add Controlled Substances to

the list of Highly Diverted Controlled Substances as needed based on information provided by the DEA and/or other sources related to drug diversion trends. The Injunctive Relief Distributors shall notify the State Compliance Review Committee and the Monitor of any additions to the list of Highly Diverted Controlled Substances. Access to Controlled Substances predominately used for Medication-Assisted Treatment shall be considered when making such additions.

- Q. *“Independent Retail Pharmacy Customers.”* Retail pharmacy locations that do not have centralized corporate headquarters and dispense Controlled Substances to individual patients.
- R. *“Injunctive Relief Distributors.”* As defined in Section II.B.
- S. *“Injunctive Relief Terms.”* As defined in Section I.A.
- T. *“Monitor.”* As defined in Section XVIII.A.
- U. *“National Arbitration Panel.”* As defined by Section I.GG of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
- V. *“NDC.”* National Drug Code.
- W. *“non-Controlled Substance.”* Prescription medications that are not Controlled Substances.
- X. *“Notice of Potential Violation.”* As defined in Section XIX.B.2.
- Y. *“Order.”* A unique Customer request on a specific date for (i) a certain amount of a specific dosage form or strength of a Controlled Substance or (ii) multiple dosage forms and/or strengths of a Controlled Substance. For the purposes of this definition, each line item on a purchasing document or DEA Form 222 is a separate order, except that a group of line items either in the same drug family or DEA base code (based upon the structure of a Injunctive Relief Distributor’s CSMP) may be considered to be a single order.
- Z. *“Pharmacy Customer Data.”* Aggregated and/or non-aggregated data provided by the Customer for a 90-day period.
 - 1. To the extent feasible based on the functionality of a Customer’s pharmacy management system, Pharmacy Customer Data shall contain (or, in the case of non-aggregated data, shall be sufficient to determine) the following:
 - a) A list of the total number of prescriptions and dosage units for each NDC for all Controlled Substances and non-Controlled Substances;

- b) A list of the top five prescribers of each Highly Diverted Controlled Substance by dosage volume and the top ten prescribers of all Highly Diverted Controlled Substances combined by dosage volume. For each prescriber, the data shall include the following information:
 - (1) Number of prescriptions and doses prescribed for each Highly Diverted Controlled Substance NDC;
 - (2) Number of prescriptions for each unique dosage amount (number of pills per prescription) for each Highly Diverted Controlled Substance NDC;
 - (3) Prescriber name, DEA registration number, and address; and
 - (4) Medical practice/specialties, if available;
 - c) Information on whether the method of payment was cash for (a) Controlled Substances, and (b) non-Controlled Substances; and
 - d) Information on top ten patient residential areas by five-digit ZIP code prefix for filled Highly Diverted Controlled Substances by dosage volume, including number of prescriptions and doses for each Highly Diverted Controlled Substance NDC.
2. Injunctive Relief Distributors are not required to obtain Pharmacy Customer Data for all Customers. Pharmacy Customer Data only needs to be obtained under circumstances required by the Injunctive Relief Terms and the applicable CSMP policies and procedures. Each Injunctive Relief Distributor's CSMP policies and procedures shall describe the appropriate circumstances under which and methods to be used to obtain and analyze Pharmacy Customer Data.
3. Injunctive Relief Distributors shall only collect, use, disclose or retain Pharmacy Customer Data consistent with applicable federal and state privacy and consumer protections laws. Injunctive Relief Distributors shall not be required to collect, use, disclose or retain any data element that is prohibited by law or any element that would require notice to or consent from the party who is the subject of the data element, including, but not limited to, a third party (such as a prescriber) to permit collection, use, disclosure and/or retention of the data.
- AA. *"Potential Violation."* As defined in Section XIX.B.1.
- BB. *"Reporting Periods."* As defined in Section XVIII.C.1.

- CC. “*Settling State*.” As defined by Section I.OOO of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
- DD. “*State Compliance Review Committee*.” The initial State Compliance Review Committee members are representatives from the Attorneys General Offices of Connecticut, Florida, New York, North Carolina, Tennessee, and Texas. The membership of the State Compliance Review Committee may be amended at the discretion of the Settling States.
- EE. “*Suspicious Orders*.” As defined under federal law and regulation and the laws and regulations of the Settling States that incorporate the federal Controlled Substances Act. Suspicious Orders currently include, but are not limited to, orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.
- FF. “*Threshold*.” The total volume of a particular drug family, DEA base code, or a particular formulation of a Controlled Substance that an Injunctive Relief Distributor shall allow a Customer to purchase in any particular period. This term may be reassessed during Phase 2-B of the Clearinghouse.
- GG. “*Third Party Request*.” A request from an entity other than an Injunctive Relief Distributor, a Settling State, or the Monitor pursuant to a subpoena, court order, data practices act, freedom of information act, public information act, public records act, or similar law.
- HH. “*Top Prescriber*.” A prescriber who, for a Customer, is either (i) among the top five (5) prescribers of each Highly Diverted Controlled Substance or (ii) among the top ten (10) prescribers of Highly Diverted Controlled Substances combined, as determined from the most recent Pharmacy Customer Data for that Customer.

IV. CSMP PERSONNEL

- A. Each Injunctive Relief Distributor shall establish or maintain the position of Chief Diversion Control Officer, or other appropriately titled position, to oversee the Injunctive Relief Distributor’s CSMP. The Chief Diversion Control Officer shall have appropriate experience regarding compliance with the laws and regulations concerning Controlled Substances, in particular laws and regulations requiring effective controls against the potential diversion of Controlled Substances. The Chief Diversion Control Officer shall report directly to either the senior executive responsible for U.S. pharmaceutical distribution or the most senior legal officer at the Injunctive Relief Distributor.
- B. The Chief Diversion Control Officer shall be responsible for the approval of material revisions to the CSMP.
- C. The Chief Diversion Control Officer shall provide at least quarterly reports to the CSMP Committee regarding the Injunctive Relief Distributor’s operation of the

CSMP, including the implementation of any changes to the CSMP required by these Injunctive Relief Terms.

- D. An Injunctive Relief Distributor's CSMP functions, including, but not limited to, the onboarding and approval of new Customers for the sale of Controlled Substances, setting and adjusting Customer Thresholds for Controlled Substances, terminating or suspending Customers, and submitting Suspicious Orders and other reports to Settling States (or the Clearinghouse, when operational), but excluding support necessary to perform these functions, shall be conducted exclusively by the Injunctive Relief Distributor's CSMP personnel or qualified third-party consultants.
- E. Staffing levels of each Injunctive Relief Distributor's CSMP department shall be reviewed periodically, but at least on an annual basis, by the Injunctive Relief Distributor's CSMP Committee. This review shall include consideration of relevant developments in technology, law, and regulations to ensure the necessary resources are in place to carry out the program in an effective manner.
- F. Personnel in an Injunctive Relief Distributor's CSMP department shall not report to individuals in an Injunctive Relief Distributor's sales department, and sales personnel shall not be authorized to make decisions regarding the promotion, compensation, demotion, admonition, discipline, commendation, periodic performance reviews, hiring, or firing of CSMP personnel.
- G. The CSMP policies and procedures shall be published in a form and location readily accessible to all CSMP personnel at each Injunctive Relief Distributor.

V. INDEPENDENCE

- A. For each Injunctive Relief Distributor, sales personnel compensated with commissions shall not be compensated based on revenue or profitability targets or expectations for sales of Controlled Substances. However, each Injunctive Relief Distributor's personnel may, as applicable, be compensated (including incentive compensation) based on formulas that include total sales for all of the Injunctive Relief Distributor's products, including Controlled Substances. The compensation of sales personnel shall not include incentive compensation tied solely to sales of Controlled Substances.
- B. For any Injunctive Relief Distributor personnel who are compensated at least in part based on Customer sales, the Injunctive Relief Distributor shall ensure the compensation of such personnel is not decreased by a CSMP-related suspension or termination of a Customer or as a direct result of the reduction of sales of Controlled Substances to a Customer pursuant to the CSMP.
- C. The Injunctive Relief Distributors' sales personnel shall not be authorized to make decisions regarding the implementation of CSMP policies and procedures, the design of the CSMP, the setting or adjustment of Thresholds, or other actions

taken pursuant to the CSMP, except sales personnel must provide information regarding compliance issues to CSMP personnel promptly. The Injunctive Relief Distributors' sales personnel are prohibited from interfering with, obstructing, or otherwise exerting control over any CSMP department decision-making.

- D. Each Injunctive Relief Distributor shall review its compensation and non-retaliation policies and, if necessary, modify and implement changes to those policies to effectuate the goals of, and incentivize compliance with, the CSMP.
- E. Each Injunctive Relief Distributor shall maintain a telephone, email, and/or web-based "hotline" to permit employees and/or Customers to anonymously report suspected diversion of Controlled Substances or violations of the CSMP, Injunctive Relief Distributor company policy related to the distribution of Controlled Substances, or applicable law. Each Injunctive Relief Distributor shall share the hotline contact information with their employees and Customers. Each Injunctive Relief Distributor shall maintain all complaints made to the hotline, and document the determinations and bases for those determinations made in response to all complaints.

VI. **OVERSIGHT**

- A. To the extent not already established, each Injunctive Relief Distributor shall establish a committee that includes senior executives with responsibility for legal, compliance, distribution and finance to provide oversight over its CSMP (the "*CSMP Committee*"). The Chief Diversion Control Officer shall be a member of the CSMP Committee. The CSMP Committee shall not include any employee(s) or person(s) performing any sales functions on behalf of the Injunctive Relief Distributor; provided that service on the CSMP Committee by any senior executives listed in this paragraph whose responsibilities may include, but are not limited to, management of sales functions shall not constitute a breach of the Injunctive Relief Terms.
- B. Each Injunctive Relief Distributor's CSMP Committee shall have regular meetings during which the Chief Diversion Control Officer shall present to the CSMP Committee with respect to, and the CSMP Committee shall evaluate, among other things: (1) any material modifications and potential enhancements to the CSMP including, but not limited to, those relating to Customer due diligence and Suspicious Order monitoring and reporting; (2) any significant new national and regional diversion trends involving Controlled Substances; (3) the Injunctive Relief Distributor's adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; and (4) any technology, staffing, or other resource needs for the CSMP. The CSMP Committee shall have access to all CSMP reports. The CSMP Committee will review and approve the specific metrics used to identify the Red Flags set forth in Section VIII.

- C. On a quarterly basis, each Injunctive Relief Distributor's CSMP Committee shall send a written report to the Injunctive Relief Distributor's Chief Executive, Chief Financial, and Chief Legal Officer, as well as its Board of Directors, addressing: (1) the Injunctive Relief Distributor's substantial adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; (2) recommendations as appropriate about the allocation of resources to ensure the proper functioning of the Injunctive Relief Distributor's CSMP; and (3) significant revisions to the CSMP. The Board of Directors or a committee thereof at each Injunctive Relief Distributor shall document in its minutes its review of the quarterly CSMP Committee reports.
- D. To the extent not already established, the Board of Directors of each Injunctive Relief Distributor shall establish its own compliance committee (the "*Board Compliance Committee*") to evaluate, at a minimum, and on a quarterly basis: (1) the CSMP Committee's written reports; (2) the Injunctive Relief Distributor's substantial adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; (3) the Injunctive Relief Distributor's code of conduct and any whistleblower reporting policies, including those prescribed by Section V.E; and (4) any significant regulatory and/or government enforcement matters within the review period relating to the distribution of Controlled Substances. An Injunctive Relief Distributor meets this requirement if it established, prior to the Effective Date, multiple committees of its Board of Directors that together have responsibilities outlined in this paragraph.
- E. The Board Compliance Committee shall have the authority to: (1) require management of the Injunctive Relief Distributor to conduct audits on any CSMP or legal and regulatory concern pertaining to Controlled Substances distribution, and to update its full Board of Directors on those audits; (2) to commission studies, reviews, reports, or surveys to evaluate the Injunctive Relief Distributor's CSMP performance; (3) request meetings with the Injunctive Relief Distributor's management and CSMP staff; and (4) review the appointment, compensation, performance, and replacement of the Injunctive Relief Distributor's Chief Diversion Control Officer.

VII. MANDATORY TRAINING

- A. Each Injunctive Relief Distributor shall require all new CSMP personnel to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, and its duties with respect to maintaining effective controls against potential diversion of Controlled Substances and reporting Suspicious Orders pursuant to state and federal laws and regulations prior to conducting any compliance activities for the Injunctive Relief Distributor without supervision.
- B. Each Injunctive Relief Distributor shall provide annual trainings to CSMP personnel on its CSMP, its obligations under the Injunctive Relief Terms, and its

duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

- C. On an annual basis, each Injunctive Relief Distributor shall test its CSMP personnel on their knowledge regarding its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled Substances and to report Suspicious Orders pursuant to state and federal laws and regulations.
- D. Each Injunctive Relief Distributor shall train all third-party compliance consultants (defined as non-employees who are expected to devote fifty percent (50%) or more of their time to performing work related to the Injunctive Relief Distributor's CSMP, excluding information technology consultants not engaged in substantive functions related to an Injunctive Relief Distributor's CSMP) performing compliance functions for the Injunctive Relief Distributor in the same manner as the Injunctive Relief Distributor's CSMP personnel.
- E. At least every three (3) years in the case of existing employees, and within the first six months of hiring new employees, each Injunctive Relief Distributor shall require operations, sales, and senior executive employees to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, the hotline established in Section V.E, and its duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

VIII. RED FLAGS

- A. Within one hundred and twenty days (120) of the Effective Date, each Injunctive Relief Distributor shall, at a minimum, apply specific metrics to identify the potential Red Flags described in Section VIII.D with respect to Independent Retail Pharmacy Customers. For Chain Customers, the metrics used to identify the Red Flags described in Section VIII.D may be adjusted based on the specific business model and supplier relationships of the Chain Customer.
- B. Each Injunctive Relief Distributor shall evaluate and, if necessary, enhance or otherwise adjust the specific metrics it uses to identify Red Flags set forth in Section VIII.D.
- C. Each Injunctive Relief Distributor shall provide annually to the Monitor the specific metrics it uses to identify Red Flags as set forth in Section VIII.D. The Monitor shall review the metrics used to identify Red Flags as set forth in Section VIII.D to assess whether the metrics are reasonable. The Monitor may, at its discretion, suggest revisions to the metrics in the annual Audit Report as part of the Red Flags Review set forth in Section XVIII.F.3.f. Each Injunctive Relief Distributor may rely on its specific metrics to comply with the requirements of

Section VIII unless and until the Monitor proposes a revised metric in connection with Section XVIII.H.

D. For purposes of the Injunctive Relief Terms, “*Red Flags*” are defined as follows:

1. **Ordering ratio of Highly Diverted Controlled Substances to non-Controlled Substances:** Analyze the ratio of the order volume of all Highly Diverted Controlled Substances to the order volume of all non-Controlled Substances to identify Customers with significant rates of ordering Highly Diverted Controlled Substances.
2. **Ordering ratio of Highly Diverted Controlled Substance base codes or drug families to non-Controlled Substances:** Analyze the ratio of the order volume of each Highly Diverted Controlled Substance base code or drug family to the total order volume of all non-Controlled Substances to identify Customers with significant rates of ordering each Highly Diverted Controlled Substance base code or drug family.
3. **Excessive ordering growth of Controlled Substances:** Analyze significant increases in the ordering volume of Controlled Substances using criteria to identify customers that exhibit percentage growth of Controlled Substances substantially in excess of the percentage growth of non-Controlled Substances.
4. **Unusual formulation ordering:** Analyze ordering of Highly Diverted Controlled Substances to identify customers with significant ordering of high-risk formulations. High-risk formulations include, but are not limited to, 10mg hydrocodone, 8mg hydromorphone, 2mg alprazolam, single-ingredient buprenorphine (*i.e.*, buprenorphine without naloxone), and highly-abused formulations of oxycodone. On an annual basis (or as otherwise necessary), high-risk formulations of Highly Diverted Controlled Substances may be added, removed, or revised based on the Injunctive Relief Distributors’ assessment and regulatory guidance.
5. **Out-of-area patients:** Analyze Pharmacy Customer Data or Dispensing Data to assess volume of prescriptions for Highly Diverted Controlled Substances for out-of-area patients (based on number of miles traveled between a patient’s zip code and the pharmacy location, depending on the geographic area of interest) taking into consideration the percentage of out-of-area patients for non-Controlled Substances.
6. **Cash prescriptions:** Analyze Pharmacy Customer Data or Dispensing Data to assess percentage of cash payments for purchases of Controlled Substances taking into consideration the percentage of cash payments for purchases of non-Controlled Substances.

7. **Prescriber activity of Customers:** Analyze Pharmacy Customer Data or Dispensing Data to identify Customers that are dispensing Highly Diverted Controlled Substance prescriptions for Top Prescribers as follows:
 - a) Top Prescribers representing a significant volume of dispensing where the prescriber's practice location is in excess of 50 miles from the pharmacy ("out-of-area"), relative to the percentage of out-of-area prescriptions for non-Controlled Substances.
 - b) Top Prescribers representing prescriptions for the same Highly Diverted Controlled Substances in the same quantities and dosage forms indicative of pattern prescribing (e.g., a prescriber providing many patients with the same high-dose, high-quantity supply of 30mg oxycodone HCL prescription without attention to the varying medical needs of the prescriber's patient population).
 - c) Top Prescribers where the top five (5) or fewer prescribers represent more than fifty percent (50%) of total prescriptions for Highly Diverted Controlled Substances during a specified period.
 8. **Public regulatory actions against Customers:** Review information retrieved from companies that provide licensing and disciplinary history records (e.g., LexisNexis), and/or other public sources, including governmental entities, showing that the Customer, pharmacists working for that Customer, or the Customer's Top Prescribers have been subject, in the last five (5) years, to professional disciplinary sanctions regarding the dispensing or handling of Controlled Substances or law enforcement action related to Controlled Substances diversion. Continued licensing by a relevant state agency may be considered, but shall not be dispositive, in resolving the Red Flag. For Chain Customer locations, representations from each Chain Customer that it reviews its pharmacists' licensing statuses annually and for the regulatory actions described in this paragraph has either (i) taken appropriate employment action, or (ii) disclosed the regulatory action to the Injunctive Relief Distributor, may be considered in resolving the Red Flag.
 9. **Customer termination data:** Review information from the Injunctive Relief Distributor's due diligence files and, when operable, from the Clearinghouse, subject to Section VIII.F, regarding Customers that have been terminated from ordering Controlled Substances by another distributor due to concerns regarding Controlled Substances.
- E. For any Red Flag evaluation in Section VIII.D that may be performed using Pharmacy Customer Data or Dispensing Data, an Injunctive Relief Distributor will analyze the Red Flag using Pharmacy Customer Data, to the extent feasible based on the functionality of a Customer's pharmacy management system, until

Dispensing Data is collected and analyzed by the Clearinghouse as described in Section XVII. Until Dispensing Data is collected and analyzed by the Clearinghouse, an Injunctive Relief Distributor may satisfy the Red Flag evaluations in Sections VIII.D.5 through VIII.D.7 by engaging in considerations of out-of-area patients, cash payments for prescriptions and Top Prescribers without satisfying the specific requirements of Sections VIII.D.5 through VIII.D.7. In the event that the Clearinghouse is not collecting and analyzing Dispensing Data within two years of the Effective Date, the Injunctive Relief Distributors and the State Compliance Review Committee shall meet and confer to consider alternatives for the performance of the analysis required by Sections VIII.D.5 through VIII.D.7 using Pharmacy Customer Data.

- F. As provided for in Section XVII.C.4, the foregoing Red Flag evaluations may be performed by the Clearinghouse and reported to the relevant Injunctive Relief Distributors.
- G. The Injunctive Relief Distributors and the State Compliance Review Committee shall work in good faith to identify additional potential Red Flags that can be derived from the data analytics to be performed by the Clearinghouse.

IX. ONBOARDING

- A. For each Injunctive Relief Distributor, prior to initiating the sale of Controlled Substances to a potential Customer, a member of the Injunctive Relief Distributor's CSMP department (or a qualified third-party compliance consultant trained on the Injunctive Relief Distributor's CSMP) shall perform the following due diligence:
 - 1. Interview the pharmacist-in-charge, either over the telephone, via videoconference, or in person. The interview shall include questions regarding the manner in which the potential Customer maintains effective controls against the potential diversion of Controlled Substances.
 - 2. Obtain a "Pharmacy Questionnaire" completed by the owner and/or pharmacist-in-charge of the potential Customer. The Pharmacy Questionnaire shall require going-concern potential Customers to list their top ten (10) prescribers for Highly Diverted Controlled Substances combined, along with the prescriber's specialty, unless the Injunctive Relief Distributor is able to obtain this data otherwise. The Pharmacy Questionnaire shall also require disclosure of the identity of all other distributors that serve the potential Customer, and whether the potential Customer has been terminated or suspended from ordering Controlled Substances by another distributor and the reason for any termination or suspension. The Pharmacy Questionnaire shall request information that would allow the Injunctive Relief Distributor to identify Red Flags, including questions regarding the manner in which the potential Customer maintains effective controls against the potential diversion of Controlled

Substances. A potential Customer's responses to the Pharmacy Questionnaire shall be verified, to the extent applicable and practicable, against external sources (for example, the Clearinghouse, once operational, and Automation of Reports and Consolidated Orders System ("ARCOS") data made available to the Injunctive Relief Distributor by the DEA). The Pharmacy Questionnaire shall be maintained by the Injunctive Relief Distributor in a database accessible to its CSMP personnel.

3. Complete a written onboarding report to be maintained in a database accessible to the Injunctive Relief Distributor's CSMP personnel reflecting the findings of the interview and any site visit, the findings regarding the identification of and, if applicable, conclusion concerning any Red Flag associated with the pharmacy, as well as an analysis of the Pharmacy Questionnaire referenced in the preceding paragraph.
 4. For going-concern potential Customers, review Pharmacy Customer Data to assist with the identification of any Red Flags.
 5. Document whether the potential Customer or the pharmacist-in-charge has been subject to any professional disciplinary sanctions or law enforcement activity related to Controlled Substances dispensing, and, if so, the basis for that action. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.
- B. For Chain Customers, each Injunctive Relief Distributor may obtain the information in Section IX.A from a corporate representative of the Chain Customer.
- C. In the event that an Injunctive Relief Distributor identifies one or more unresolved Red Flags or other information indicative of potential diversion of Controlled Substances through the onboarding process or otherwise, the Injunctive Relief Distributor shall refrain from selling Controlled Substances to the potential Customer pending additional due diligence. If following additional due diligence, the Injunctive Relief Distributor is unable to resolve the Red Flags or other information indicative of diversion, the Injunctive Relief Distributor shall not initiate the sale of Controlled Substances to the potential Customer and shall report the potential Customer consistent with Section XIV. If the Injunctive Relief Distributor determines that the potential Customer may be onboarded for the sale of Controlled Substances, the Injunctive Relief Distributor shall document the decision and the bases for its decision. Such a good faith determination, if documented, shall not serve, without more, as the basis of a future claim of non-compliance with the Injunctive Relief Terms. For Chain Customers, these provisions shall apply to the potential specific pharmacies in question.

X. ONGOING DUE DILIGENCE

- A. Each Injunctive Relief Distributor shall periodically review its procedures and systems for detecting patterns or trends in Customer order data or other information used to evaluate whether a Customer is maintaining effective controls against diversion.
- B. Each Injunctive Relief Distributor shall conduct periodic proactive compliance reviews of its Customers' performance in satisfying their corresponding responsibilities to maintain effective controls against the diversion of Controlled Substances.
- C. Each Injunctive Relief Distributor shall review ARCOS data made available to it by the DEA and, once operational, by the Clearinghouse, to assist with Customer specific due diligence. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.
- D. Each Injunctive Relief Distributor shall conduct due diligence as set forth in its CSMP policies and procedures in response to concerns of potential diversion of Controlled Substances at its Customers. For Chain Customers, these provisions shall apply to the specific pharmacies in question. The due diligence required by an Injunctive Relief Distributor's CSMP policies and procedures may depend on the information or events at issue. The information or events raising concerns of potential diversion of Controlled Substances at a Customer include but are not limited to:
 - 1. The discovery of one or more unresolved Red Flags;
 - 2. The receipt of information directly from law enforcement or regulators concerning potential diversion of Controlled Substances at or by a Customer;
 - 3. The receipt of information concerning the suspension or revocation of pharmacist's DEA registration or state license related to potential diversion of Controlled Substances;
 - 4. The receipt of reliable information through the hotline established in Section V.E concerning suspected diversion of Controlled Substances at the Customer;
 - 5. The receipt of reliable information from another distributor concerning suspected diversion of Controlled Substances at the Customer; or
 - 6. Receipt of other reliable information that the Customer is engaged in conduct indicative of diversion or is failing to adhere to its corresponding responsibility to prevent the diversion of Highly Diverted Controlled Substances.

- E. On an annual basis, each Injunctive Relief Distributor shall obtain updated pharmacy questionnaires from five hundred (500) Customers to include the following:
1. The top 250 Customers by combined volume of Highly Diverted Controlled Substances purchased from the Injunctive Relief Distributor measured as of the end of the relevant calendar year; and
 2. Additional Customers selected as a representative sample of various geographic regions, customer types (Independent Retail Pharmacy Customers and Chain Customers), and distribution centers. Each Injunctive Relief Distributor's Chief Diversion Control Officer shall develop risk-based criteria for the sample selection.
- F. Scope of Review
1. For reviews triggered by Section X.D, an Injunctive Relief Distributor shall conduct due diligence and obtain updated Pharmacy Customer Data or equivalent, or more comprehensive data from the Clearinghouse if needed, as set forth in its CSMP policies and procedures.
 2. For questionnaires collected pursuant to Section X.E, Injunctive Relief Distributors shall conduct a due diligence review consistent with the Injunctive Relief Distributors' CSMP policies and procedures. These annual diligence reviews shall be performed in addition to any of the diligence reviews performed under Section X.D, but may reasonably rely on reviews performed under Section X.D.
 3. If the Injunctive Relief Distributor decides to terminate the Customer due to concerns regarding potential diversion of Controlled Substances, the Injunctive Relief Distributor shall promptly cease the sale of Controlled Substances to the Customer and report the Customer consistent with Section XIV. If the Injunctive Relief Distributor decides not to terminate the Customer, the Injunctive Relief Distributor shall document that determination and the basis therefor. Such a good faith determination, if documented, shall not, without more, serve as the basis of a future claim of non-compliance with the Injunctive Relief Terms.

XI. SITE VISITS

- A. Each Injunctive Relief Distributor shall conduct site visits, including unannounced site visits, where appropriate, of Customers, as necessary, as part of Customer due diligence.
- B. During site visits, an Injunctive Relief Distributor's CSMP personnel or qualified third-party compliance consultants shall interview the pharmacist-in-charge or other relevant Customer employees, if appropriate, about any potential Red Flags

and the Customer's maintenance of effective controls against the potential diversion of Controlled Substances.

- C. An Injunctive Relief Distributor's CSMP personnel or qualified third-party compliance consultants who conduct site visits shall document the findings of any site visit.
- D. Site visit and all other compliance reports shall be maintained by each Injunctive Relief Distributor in a database accessible to all CSMP personnel.

XII. THRESHOLDS

- A. Each Injunctive Relief Distributor shall use Thresholds to identify potentially Suspicious Orders of Controlled Substances from Customers.
- B. Each Injunctive Relief Distributor's CSMP department shall be responsible for the oversight of the process for establishing and modifying Thresholds. The sales departments of the Injunctive Relief Distributors shall not have the authority to establish or adjust Thresholds for any Customer or participate in any decisions regarding establishment or adjustment of Thresholds.
- C. Injunctive Relief Distributors shall not provide Customers specific information about their Thresholds or how their Thresholds are calculated.

1. Threshold Setting

- a) Injunctive Relief Distributors shall primarily use model-based thresholds. For certain circumstances, Injunctive Relief Distributors may apply a non-model threshold based on documented customer diligence and analysis.
- b) Each Injunctive Relief Distributor shall include in its Annual Threshold Analysis and Assessment Report (as required by Section XVIII.F.3.c) to the Monitor summary statistics regarding the use of non-model thresholds and such information shall be considered by the Monitor as part of its Threshold Setting Process Review in the annual Audit Report.
- c) For the purposes of establishing and maintaining Thresholds, each Injunctive Relief Distributor shall take into account the Controlled Substances diversion risk of each drug base code. The diversion risk of each base code should be defined and reassessed annually by the Injunctive Relief Distributor's CSMP Committee and reviewed by the Monitor.
- d) Each Injunctive Relief Distributor shall establish Thresholds for new Customers prior to supplying those Customers with Controlled Substances and shall continue to have Thresholds in

place at all times for each Customer to which it supplies Controlled Substances.

- e) When ordering volume from other distributors becomes readily available from the Clearinghouse, an Injunctive Relief Distributor shall consider including such information as soon as reasonably practicable in establishing and maintaining Thresholds.
- f) Each Injunctive Relief Distributor shall incorporate the following guiding principles in establishing and maintaining Customer Thresholds, except when inapplicable to non-model Thresholds:
 - (1) Thresholds shall take into account the number of non-Controlled Substance dosage units distributed to, dispensed and/or number of prescriptions dispensed by the Customer to assist with the determination of Customer size. As a general matter, smaller customers should have lower Thresholds than larger customers.
 - (2) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall use statistical models that are appropriate to the underlying data.
 - (3) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall take into account a Customer's ordering and/or dispensing history for a specified period of time.
 - (4) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall take into account the ordering history of Customers within similar geographic regions, or, where appropriate for Chain Customers, ordering history within the chain.
 - (5) If appropriate, Thresholds may take into account the characteristics of Customers with similar business models.
 - (a) A Customer's statement that it employs a particular business model must be verified, to the extent practicable, before that business model is taken into account in establishing and maintaining a Customer's Threshold.

2. Threshold Auditing

- a) The Injunctive Relief Distributors shall review their respective Customer Thresholds at least on an annual basis and modify them where appropriate.
- b) Each Injunctive Relief Distributor's CSMP department shall annually evaluate its Threshold setting methodology and processes and its CSMP personnel's performance in adhering to those policies.

3. Threshold Changes

- a) An Injunctive Relief Distributor may increase or decrease a Customer Threshold as set forth in its CSMP policies and procedures, subject to Sections XII.C.3.b through XII.C.3.e.
- b) Prior to approving any Threshold change request by a Customer, each Injunctive Relief Distributor shall conduct due diligence to determine whether an increase to the Threshold is warranted. This due diligence shall include obtaining from the Customer the basis for the Threshold change request, obtaining and reviewing Dispensing Data and/or Pharmacy Customer Data for the previous three (3) months for due diligence purposes, and, as needed, conducting an on-site visit to the Customer. This Threshold change request diligence shall be conducted by the Injunctive Relief Distributor's CSMP personnel.
- c) No Injunctive Relief Distributor shall proactively contact a Customer to suggest that the Customer request an increase to any of its Thresholds, to inform the Customer that its Orders-to-date are approaching its Thresholds or to recommend to the Customer the amount of a requested Threshold increase. It shall not be a violation of this paragraph to provide Chain Customer headquarters reporting on one or more individual Chain Customer pharmacy location(s) to support the anti-diversion efforts of the Chain Customer's headquarters staff, and it shall not be a violation of this paragraph for the Injunctive Relief Distributor's CSMP personnel to contact Customers to seek to understand a Customer's ordering patterns.
- d) An Injunctive Relief Distributor's Chief Diversion Control Officer may approve criteria for potential adjustments to Customer Thresholds to account for circumstances where the Thresholds produced by the ordinary operation of the statistical models require modification. Such circumstances include adjustments to account for seasonal ordering of certain Controlled Substances that are

based on documented diligence and analysis, adjustments made to permit ordering of certain Controlled Substances during a declared national or state emergency (e.g., COVID-19 pandemic), IT errors, and data anomalies causing results that are inconsistent with the design of the statistical models. Each Injunctive Relief Distributor shall include in its Annual Threshold Analysis and Assessment Report (as required by Section XVIII.F.3.c) to the Monitor information regarding the use of this paragraph and such information shall be considered by the Monitor as part of its Threshold Setting Process Review in the annual Audit Report.

- e) Any decision to raise a Customer's Threshold in response to a request by a Customer to adjust its Threshold must be documented in a writing and state the reason(s) for the change. The decision must be consistent with the Injunctive Relief Distributor's CSMP and documented appropriately.

XIII. SUSPICIOUS ORDER REPORTING AND NON-SHIPMENT

- A. Each Injunctive Relief Distributor shall report Suspicious Orders to the Settling States ("*Suspicious Order Reports*" or "*SORs*"), including those Settling States that do not currently require such SORs, at the election of the Settling State.
- B. For the SORs required by the Injunctive Relief Terms, each Injunctive Relief Distributor shall report Orders that exceed a Threshold for Controlled Substances set pursuant to the processes in Section XII that are blocked and not shipped.
- C. No Injunctive Relief Distributor shall ship any Order that it (i) reports pursuant to Sections XIII.A or XIII.B, or (ii) would have been required to report pursuant to Sections XIII.A or XIII.B had the Settling State elected to receive SORs.
- D. In reporting Suspicious Orders to the Settling States, the Injunctive Relief Distributors shall file SORs in a standardized electronic format that is uniform among the Settling States and contains the following information fields:
 - 1. Customer name;
 - 2. Customer address;
 - 3. DEA registration number;
 - 4. State pharmacy license number;
 - 5. Date of order;
 - 6. NDC number;
 - 7. Quantity;

8. Explanation for why the order is suspicious (up to 250 characters): Details that are order-specific regarding why an order was flagged as a Suspicious Order, including specific criteria used by an Injunctive Relief Distributor's Threshold system (except phrases such as "order is of unusual size" without any additional detail are not acceptable); and
 9. Name and contact information for a knowledgeable designee within the Injunctive Relief Distributor's CSMP department to be a point of contact for the SORs.
- E. On a quarterly basis, each Injunctive Relief Distributor shall provide a summary report to the Settling States that elect to receive it that provides the following information for the relevant quarter with respect to the top ten (10) Customers by volume for each Highly Diverted Controlled Substance base code that have placed a Suspicious Order for that base code, in that quarter (for Chain Customers, only individual pharmacies in the chain will be considered for evaluation as a top ten (10) Customer):
1. The number of SORs submitted for that Customer by base code;
 2. The Customer's order volume by base code for the quarter for all Highly Diverted Controlled Substances;
 3. The Customer's order frequency by base code for the quarter for all Highly Diverted Controlled Substances;
 4. For each Highly Diverted Controlled Substance base code, the ratio of the Customer's order volume for that base code to the volume of all pharmaceutical orders for the quarter; and
 5. The ratio of the Customer's order volume of all Controlled Substances to the volume of all pharmaceutical orders for the quarter.
- F. The Injunctive Relief Distributors shall only be required to file a single, uniform, electronic form of SOR with any Settling State that receives SORs pursuant to these Injunctive Relief Terms. A Settling State retains the authority pursuant to applicable state law or relevant state agency authority to request additional information about a particular SOR.
- G. It is the objective of the Settling States and the Injunctive Relief Distributors for the Injunctive Relief Distributors to provide SORs to Settling States that identify the same Suspicious Orders as reported to the DEA pursuant to the definition and requirements of the federal Controlled Substances Act and its regulations, although the fields of the SORs submitted to the Settling States as required by Section XIII may differ from the content required by the DEA. To the extent federal definitions and requirements materially change during the term of the Injunctive Relief Terms, the Injunctive Relief Distributors may be required to adjust the format and content of the SORs to meet these federal requirements. The

Injunctive Relief Distributors and the State Compliance Review Committee will engage in good faith discussions regarding such adjustments.

- H. It shall not be a violation of the Injunctive Relief Terms if an Injunctive Relief Distributor ships a Suspicious Order or fails to submit or transmit a SOR if:
1. The shipment of the Suspicious Order or failed SOR transmission was due to a computer error (data entry mistakes, coding errors, computer logic issues, software malfunctions, and other computer errors or IT failures); and
 2. The Injunctive Relief Distributor reports the error, including a description of measures that will be taken to prevent recurrence of the error, to any affected Settling State, the State Compliance Review Committee, and the Monitor within five (5) business days of its discovery.

XIV. TERMINATED CUSTOMERS

- A. Each Injunctive Relief Distributor shall report to the Clearinghouse, once operational, within five (5) business days (or as otherwise required by state statute or regulation), Customers it has terminated from eligibility to receive Controlled Substances or refused to onboard for the sale of Controlled Substances due to concerns regarding the Customer's ability to provide effective controls against the potential diversion of Controlled Substances following the Effective Date.
- B. The Injunctive Relief Distributors shall report to the relevant Settling State(s), within five (5) business days (or as otherwise required by state statute or regulation) Customers located in such Settling States that it has terminated from eligibility to receive Controlled Substances or refused to onboard for the sale of Controlled Substances due to concerns regarding the Customer's ability to provide effective controls against the potential diversion of Controlled Substances following the Effective Date. Such reports will be made in a uniform format. The Injunctive Relief Distributors and the State Compliance Review Committee shall use best efforts to agree on such uniform format for inclusion prior to the requirement taking effect.
- C. In determining whether a Customer should be terminated from eligibility to receive Controlled Substances, Injunctive Relief Distributors shall apply factors set out in their CSMP policies and procedures, which shall include the following conduct by a Customer:
1. Has generated an excessive number of Suspicious Orders, which cannot otherwise be explained;
 2. Has routinely demonstrated unresolved Red Flag activity;

3. Has continued to fill prescriptions for Highly Diverted Controlled Substances that raise Red Flags following an Injunctive Relief Distributor's warning or communication about such practices;
 4. Has failed to provide Pharmacy Customer Data or Dispensing Data in response to a request from an Injunctive Relief Distributor or otherwise refuses to cooperate with the Injunctive Relief Distributor's CSMP after providing the Customer with a reasonable amount of time to respond to the Injunctive Relief Distributor's requests;
 5. Has been found to have made material omissions or false statements on a Pharmacy Questionnaire (the requirements for the contents of a Pharmacy Questionnaire are described in Section IX); or
 6. Has been the subject of discipline by a State Board of Pharmacy within the past three (3) years or has had its owner(s) or pharmacist-in-charge subject to license probation or termination within the past five (5) years by a State Board of Pharmacy for matters related to Controlled Substances dispensing or a federal or state felony conviction.
- D. Once the Clearinghouse has made Customer termination data available to each Injunctive Relief Distributor, each Injunctive Relief Distributor shall consider terminating Customers that have been terminated from eligibility to receive Controlled Substances by another distributor as a result of suspected diversion of Controlled Substances if the Customer is ordering only Controlled Substances from the Injunctive Relief Distributor. If the Injunctive Relief Distributor determines not to terminate Customers to which this paragraph applies, the Injunctive Relief Distributor shall document its decision-making. A good-faith decision to continue shipping Controlled Substances to Customers to which this paragraph applies, shall not serve, without more, as the basis of a future claim of non-compliance with the Injunctive Relief Terms.
- E. For Chain Customers, the provisions in Section XIV.A-D shall apply to the specific pharmacies in question.

XV. EMERGENCIES

- A. In the circumstances of declared national or state emergencies in which the healthcare community relies on the Injunctive Relief Distributors for critical medicines, medical supplies, products, and services, the Injunctive Relief Distributors may be required to temporarily modify their respective CSMP processes to meet the critical needs of the supply chain. These modifications may conflict with the requirements of the Injunctive Relief Terms.
- B. In the case of a declared national or state emergency, the Injunctive Relief Distributors shall be required to give notice to the State Compliance Review Committee of any temporary material changes to their CSMP processes which

may conflict with the requirements of the Injunctive Relief Terms and specify the sections of the Injunctive Relief Terms which will be affected by the temporary change.

- C. The Injunctive Relief Distributors shall document all temporary changes to their CSMP processes and appropriately document all customer-specific actions taken as a result of the declared national or state emergency.
- D. The Injunctive Relief Distributors shall provide notice to the State Compliance Review Committee at the conclusion of the declared national or state emergency, or sooner, stating that the temporary CSMP processes put into place have been suspended.
- E. Provided the Injunctive Relief Distributors comply with the provisions of Sections XV.A through XV.D, the Injunctive Relief Distributors will not face liability for any deviations from the requirements of the Injunctive Relief Terms taken in good faith to meet the critical needs of the supply chain in response to the declared national or state emergency. Nothing herein shall limit Settling States from pursuing claims against the Injunctive Relief Distributors based on deviations from the requirements of the Injunctive Relief Terms not taken in good faith to meet the critical needs of the supply chain in response to a declared national or state emergency.

XVI. COMPLIANCE WITH LAWS AND RECORDKEEPING

- A. The Injunctive Relief Distributors acknowledge and agree that they must comply with applicable state and federal laws governing the distribution of Controlled Substances.
- B. Good faith compliance with the Injunctive Relief Terms creates a presumption that the Injunctive Relief Distributors are acting reasonably and in the public interest with respect to Settling States' existing laws requiring effective controls against diversion of Controlled Substances and with respect to the identification, reporting, and blocking of Suspicious Orders of Controlled Substances.
- C. The requirements of the Injunctive Relief Terms are in addition to, and not in lieu of, any other requirements of state or federal law applicable to Controlled Substances distribution. Except as provided in Section XVI.D, nothing in the Injunctive Relief Terms shall be construed as relieving Injunctive Relief Distributors of the obligation to comply with such laws, regulations, or rules. No provision of the Injunctive Relief Terms shall be deemed as permission for Injunctive Relief Distributors to engage in any acts or practices prohibited by such laws, regulations, or rules.
- D. In the event of a conflict between the requirements of the Injunctive Relief Terms and any other law, regulation, or requirement such that an Injunctive Relief Distributor cannot comply with the law without violating the Injunctive Relief

Terms or being subject to adverse action, including fines and penalties, the Injunctive Relief Distributor shall document such conflicts and notify the State Compliance Review Committee and any affected Settling State the extent to which it will comply with the Injunctive Relief Terms in order to eliminate the conflict within thirty (30) days of the Injunctive Relief Distributor's discovery of the conflict. The Injunctive Relief Distributor shall comply with the Injunctive Relief Terms to the fullest extent possible without violating the law.

- E. In the event of a change or modification of federal or state law governing the distribution of Controlled Substances that creates an actual or potential conflict with the Injunctive Relief Terms, any Injunctive Relief Distributor, any affected Settling State, or the State Compliance Review Committee may request that the Injunctive Relief Distributors, State Compliance Review Committee, and any affected Settling State meet and confer regarding the law change. During the meet and confer, the Injunctive Relief Distributors, the State Compliance Review Committee, and any affected Settling State will address whether the change or modification in federal or state law requires an amendment to the Injunctive Relief Terms. In the event the Injunctive Relief Distributors, the State Compliance Review Committee, and any affected Settling State cannot agree on a resolution, and the dispute relates to whether the generally applicable Injunctive Relief Terms herein should be changed, an Injunctive Relief Distributor, the State Compliance Review Committee, or any affected Settling State may submit the question to the National Arbitration Panel. If the dispute relates to whether a change in an individual State's law requires a modification of the Injunctive Relief Terms only with respect to that State, an Injunctive Relief Distributor, the State Compliance Review Committee, or any affected Settling State may seek resolution of the dispute pursuant to Section XIX. Maintenance of competition in the industry and the potential burden of inconsistent obligations by Injunctive Relief Distributors shall be a relevant consideration in such resolution.
- F. Recordkeeping: Each Injunctive Relief Distributor shall retain records it is required to create pursuant to its obligations hereunder in an electronic or otherwise readily accessible format. The Settling States shall have the right to review records provided to the Monitor pursuant to Section XVIII. Nothing in the Injunctive Relief Terms prohibits a Settling State from issuing a lawful subpoena for records pursuant to an applicable law.

XVII. CLEARINGHOUSE

- A. Creation of the Clearinghouse
1. The Clearinghouse functions shall be undertaken by a third-party vendor or vendors.
 2. The vendor(s) will be chosen through a process developed and jointly agreed upon by the Injunctive Relief Distributors and the State Compliance Review Committee.

3. Consistent with the process developed by the Injunctive Relief Distributors and the State Compliance Review Committee, within two (2) months of the Effective Date, the Injunctive Relief Distributors shall issue a Request for Proposal to develop the systems and capabilities for a Clearinghouse to perform the services of a data aggregator.
4. Within five (5) months of the Effective Date, the Clearinghouse Advisory Panel shall select one or more entities to develop the systems for the Clearinghouse and perform data aggregator services. The Clearinghouse Advisory Panel shall select a vendor or vendors that employ or retain personnel who have adequate expertise and experience related to the pharmaceutical industry, the distribution of Controlled Substances, and the applicable requirements of the Controlled Substances Act and the DEA's implementing regulations.
5. Within sixty (60) days of the selection of a vendor(s) to serve as the Clearinghouse, the Injunctive Relief Distributors shall negotiate and finalize a contract with the vendor(s). The date that the contract is signed by the Injunctive Relief Distributors and the vendor(s) shall be referred to as the "*Clearinghouse Retention Date*."
6. The development of the Clearinghouse shall proceed on a phased approach as discussed in Sections XVII.C and XVII.D.

B. Governance and Staffing of the Clearinghouse

1. *Capabilities.* The selected vendor or vendors shall staff the Clearinghouse in a manner that ensures the development of robust data collection, analytics and reporting capabilities for the Settling States and Injunctive Relief Distributors. To the extent additional expertise is required for the engagement, the vendor(s) may retain the services of third-party consultants.
2. *Independence.* While performing services for the Clearinghouse, all vendors and consultants, and their staff working on the Clearinghouse, shall be independent (*i.e.*, not perform services of any kind, including as a consultant or an employee on behalf of any Injunctive Relief Distributor outside of the ordinary business operations of the Clearinghouse). Independence may be achieved by implementing appropriate ethical walls with employees who are currently performing or who have previously performed work for an Injunctive Relief Distributor within two years of the Clearinghouse Retention Date.
3. *Liability.* The Injunctive Relief Distributors are entitled to rely upon information or data received from the Clearinghouse, whether in oral, written, or other form. No Injunctive Relief Distributor, and no individual serving on the Clearinghouse Advisory Panel, shall have any liability

(whether direct or indirect, in contract or tort or otherwise) to any Party for or in connection with any action taken or not taken by the Clearinghouse. In addition, no Injunctive Relief Distributor, and no individual serving on the Clearinghouse Advisory Panel, shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Party for or in connection with any action taken or not taken by an Injunctive Relief Distributor based on incorrect, inaccurate, incomplete or otherwise erroneous information or data provided by the Clearinghouse, unless the information or data was incorrect, inaccurate, incomplete or otherwise erroneous because the Injunctive Relief Distributor itself provided incorrect, inaccurate, incomplete or otherwise erroneous data or information to the Clearinghouse. For any legal requirements that are assumed by the Clearinghouse during Phase 2-B pursuant to Section XVII.D.3, liability shall be addressed pursuant to Section XVII.D.3.c.

4. *Clearinghouse Advisory Panel.* The State Compliance Review Committee and Injunctive Relief Distributors shall create a Clearinghouse Advisory Panel no later than sixty (60) days after the Effective Date to oversee the Clearinghouse.
 - a) The Clearinghouse Advisory Panel shall have an equal number of members chosen by the State Compliance Review Committee on the one hand, and the Injunctive Relief Distributors on the other. The size of the Clearinghouse Advisory Panel will be decided by the State Compliance Review Committee and the Injunctive Relief Distributors, and the State Compliance Review Committee and the Injunctive Relief Distributors may select as members third-party experts, but no more than one half of each side's representatives may be such third-party experts. At least one member chosen by the State Compliance Review Committee will be based on consultation with the National Association of State Controlled Substances Authorities.
 - b) During the first two years of the operation of the Clearinghouse, the Clearinghouse Advisory Panel shall meet (in-person or remotely) at least once per month. After the first two years of operation, the Clearinghouse Advisory Panel shall meet at least quarterly. The Monitor may attend Clearinghouse Advisory Panel meetings and may provide recommendations to the Clearinghouse Advisory Panel.
 - c) The Clearinghouse Advisory Panel shall establish a subcommittee to advise on issues related to privacy, the Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*"), and data security and a subcommittee to advise on issues related to Dispensing Data. It may establish additional subcommittees. Subcommittees may include individuals who are not members of

the Clearinghouse Advisory Panel. The Clearinghouse Advisory Panel may invite one or more prescribers, dispensers, and representatives from state Prescription Drug Monitoring Programs (“PDMP”) to serve on the Dispensing Data subcommittee. Each Injunctive Relief Distributor shall have a representative on each subcommittee created by the Clearinghouse Advisory Panel.

- d) The Clearinghouse Advisory Panel may delegate tasks assigned to it by the Injunctive Relief Terms to the Executive Director.

- 5. *Executive Director.* One employee of the vendor, or one representative from the vendor group in the event that there are multiple vendors, shall be an Executive Director who shall manage day-to-day operations and report periodically to the Clearinghouse Advisory Panel.

C. Phase 1 of the Clearinghouse: Data Collection, Initial Analytics and Reporting

1. System Development

- a) Within one (1) year of the Clearinghouse Retention Date, the Clearinghouse shall develop systems to receive and analyze data obtained from the Injunctive Relief Distributors pursuant to electronic transmission formats to be agreed upon by the Clearinghouse Advisory Panel.
- b) In developing such systems, the Clearinghouse shall ensure that:
 - (1) The systems provide robust reporting and analytic capabilities.
 - (2) Data obtained from Injunctive Relief Distributors shall be automatically pulled from the existing order management data platforms (e.g., SAP).
 - (3) The systems shall be designed to receive data from sources other than the Injunctive Relief Distributors, including pharmacies, non-Injunctive Relief Distributors, the DEA, State Boards of Pharmacy, and other relevant sources, pursuant to standardized electronic transmission formats.
 - (4) The systems shall be designed to protect personally identifiable information (“PII”) and protected health information (“PHI”) from disclosure and shall comply with HIPAA and any federal and state laws relating to the protection of PII and PHI.

- (5) The Clearinghouse will establish a HIPAA-compliant database that can be accessed by state authorities, the Injunctive Relief Distributors, and any entities that subsequently participate in the Clearinghouse. The database that will be made available to the Injunctive Relief Distributors and any non-governmental entities that subsequently participate in the Clearinghouse will also blind commercially sensitive information.
- (6) State authorities shall have access to the HIPAA-compliant database via web-based tools and no additional or specialized equipment or software shall be required. This access shall allow state authorities to query the HIPAA-compliant database without limitation.
- (7) The Injunctive Relief Distributors shall be permitted to use data obtained from the Clearinghouse for anti-diversion purposes, including the uses expressly contemplated by the Injunctive Relief Terms. The Injunctive Relief Distributors shall not sell (or obtain license fees for) data obtained from Clearinghouse to any third-parties. Nothing in the Injunctive Relief Terms shall prohibit an Injunctive Relief Distributor from using its own data, including data provided to the Injunctive Relief Distributor by third-parties other than the Clearinghouse, for any commercial purposes, including selling or licensing its data to third-parties.

2. Aggregation of Data

- a) It is the goal of the Settling States and the Injunctive Relief Distributors for the Clearinghouse to obtain comprehensive data from all distributors, pharmacies, and other relevant data sources to provide maximum permissible transparency into the distribution and dispensing of Controlled Substances. During Phase 1, the Clearinghouse Advisory Panel shall develop recommendations for ways to achieve this goal.
- b) In Phase 1, the Injunctive Relief Distributors shall provide and/or facilitate the collection of, and the Clearinghouse shall collect and maintain, the following:
 - (1) Injunctive Relief Distributor transaction data for Controlled Substances and non-Controlled Substances, specified at the NDC, date, quantity, and customer level.

- (2) Injunctive Relief Distributor information on Customers that have been terminated and/or declined onboarding due to concerns regarding Controlled Substance dispensing following the Effective Date.
 - c) The Clearinghouse shall make available to the Injunctive Relief Distributors, in a format to be determined by the Clearinghouse Advisory Panel, blinded data for their CSMP due diligence functions. The data will include all Controlled Substances and non-Controlled Substances and be refreshed on a regular basis. The Clearinghouse will also seek to provide non-identifying information regarding whether a single distributor is associated with multiple warehouses with unique DEA registrations (e.g., multiple distribution centers operated by a single distributor), in the data it makes available.
 - d) During Phase 1, the Clearinghouse Advisory Panel (with input from its Dispensing Data subcommittee) will develop an operational plan to obtain Dispensing Data directly from pharmacies, unless the Clearinghouse Advisory Panel determines it is inadvisable to do so. The operational plan developed by the Clearinghouse Advisory Panel shall address compliance with HIPAA and shall include recommendations to facilitate the collection of Dispensing Data in compliance with HIPAA and relevant state privacy laws. To the extent possible, the Clearinghouse will begin collecting Dispensing Data during Phase 1.
 - e) Nothing in the Injunctive Relief Terms shall require the Injunctive Relief Distributors to indemnify or otherwise be responsible to pharmacy customers for any claims resulting from the provision of Dispensing Data to the Clearinghouse, including, but not limited to, claims related to any data breaches occurring with the data transmitted to or maintained by the Clearinghouse.
3. State and Federal Reporting Requirements
- a) The Injunctive Relief Distributors shall comply with state and federal transactional and Suspicious Order reporting requirements related to Controlled Substances as follows:
 - (1) Until such time as the Clearinghouse is able to provide transactional and Suspicious Order regulatory reporting to the states on behalf of the Injunctive Relief Distributors, the Injunctive Relief Distributors shall continue to file all required reports under state law and those reports required by these Injunctive Relief Terms.

- (2) Once the Clearinghouse is able to process and submit such reports, the Clearinghouse may process and submit those reports on behalf of each Injunctive Relief Distributor to the states. At all times during Phase 1, each Injunctive Relief Distributor shall remain responsible for the identification of Suspicious Orders and will remain liable for a failure to submit transactional data or Suspicious Order reports required under state law or these Injunctive Relief Terms.
- (3) An Injunctive Relief Distributor may elect to fulfill its reporting obligations directly, rather than have the Clearinghouse assume the responsibility for the transmission of the various reports.

4. Additional Reports and Analytics

- a) In consultation with the Clearinghouse Advisory Panel, the Clearinghouse shall work to develop additional reports and analyses to assist the Settling States and the Injunctive Relief Distributors in addressing Controlled Substance diversion, including, but not limited to, identifying Red Flags consistent with Section VIII.
- b) The Clearinghouse will generate analyses and reports to be used by the Settling States and the Injunctive Relief Distributors based on format and content recommended by the Clearinghouse Advisory Panel. In order to refine the format and reach final recommendations, the Clearinghouse shall prepare sample analytical reports for a sample geographic region to review with the Clearinghouse Advisory Panel. The sample reports will also be shared with the DEA in an effort to receive additional feedback.
- c) After the content and format of the sample reports have been approved by the Clearinghouse Advisory Panel, the Clearinghouse will begin producing reports on a periodic basis.
- d) The Clearinghouse will develop capabilities to provide Settling States customized reports upon reasonable request to assist in their efforts to combat the diversion of Controlled Substances and for other public health and regulatory purposes.
- e) After the Clearinghouse has obtained sufficient Dispensing Data from Customers, the Clearinghouse shall commence providing standard reports to the Settling States and Injunctive Relief Distributors that will include summaries and analysis of Dispensing Data. The reports and analytics of Dispensing Data

shall be developed in consultation with the Clearinghouse Advisory Panel (including its Dispensing Data subcommittee) and shall include, but not be limited to:

- (1) Identification of Customers whose dispensing may indicate Red Flags consistent with Section VIII, as determined by the Clearinghouse from aggregate data; and
 - (2) Identification of Customers whose aggregate dispensing volumes for Highly Diverted Controlled Substances are disproportionately high relative to the population of the relevant geographic area.
- f) The Clearinghouse shall also prepare reports and analyses for the Settling States and Injunctive Relief Distributors identifying prescribers whose prescribing behavior suggests they may not be engaged in the legitimate practice of medicine. Such reports and analysis shall be developed in consultation with the Clearinghouse Advisory Panel (including its Dispensing Data subcommittee) and shall seek to identify and evaluate:
- (1) Prescribers who routinely prescribe large volumes of Highly Diverted Controlled Substances relative to other prescribers with similar specialties, including health care professionals who prescribe a large number of prescriptions for high dosage amounts of Highly Diverted Controlled Substances;
 - (2) Prescribers whose prescriptions for Highly Diverted Controlled Substances are routinely and disproportionately filled in a geographic area that is unusual based on the prescriber's location; and
 - (3) Prescribers who routinely prescribe out-of-specialty or out-of-practice area without legitimate reason.
- g) Reports or analysis generated by the Clearinghouse may not be based on complete data due to a lack of participation by non-Injunctive Relief Distributors and pharmacies. As such, Injunctive Relief Distributors shall not be held responsible for actions or inactions related to reports and analysis prepared by the Clearinghouse which may be based on incomplete data due to a lack of participation by non-Injunctive Relief Distributors and pharmacies.

D. Phase 2 of the Clearinghouse: Additional Data Collection and Analytics and Assumption of CSMP Functions

Within one (1) year of Phase 1 of the Clearinghouse being operational, the Clearinghouse and the Clearinghouse Advisory Panel shall develop a detailed strategic and implementation plan for Phase 2 of the Clearinghouse (“*Phase 2 Planning Report*”). Phase 2 will consist of two parts. Phase 2-A will focus on increasing data collection from non-Injunctive Relief Distributors, pharmacies and other data sources and developing enhanced analytics based on the experiences gained from Phase 1. Phase 2-A will also include recommendations for the development of uniform federal and state reporting. Phase 2-B will involve the potential assumption of various CSMP activities, including Threshold setting and order management by the Clearinghouse. The Phase 2 Planning Report will address both Phase 2-A and Phase 2-B. After the completion of the Phase 2 Planning Report, individual Injunctive Relief Distributors, in their sole discretion, may elect not to proceed with Phase 2-B as provided by Section XVII.E. If one or more Injunctive Relief Distributors elect to proceed with Phase 2-B, the goal will be to have Phase 2-B fully operational within two (2) years of the Clearinghouse Retention Date and no later than three (3) years of the Clearinghouse Retention Date.

1. Phase 2-A: Additional Data Collection and Analytics

- a) During Phase 2-A, the Clearinghouse will continue the functions defined in Phase 1 and work to expand the scope of its data collection and enhance its analytics and reporting capabilities including the following:
 - (1) Integration of data from additional sources, including:
 - (a) Transaction data from other distributors, including manufacturers that distribute directly to retail pharmacies and pharmacies that self-warehouse; and
 - (b) Where possible, state PDMP data and other data, including, but not limited to, State Board of Medicine and Board of Pharmacy sanctions, and agreed-upon industry data. If state PDMP data is effectively duplicative of Dispensing Data already obtained in Phase 1, it will not be necessary for the Clearinghouse to obtain state PDMP data.
 - (2) Development of additional metrics analyzing the data available from the additional data sources (PDMP, other pharmacy data, sanction authorities, and third-party volume projections).

- (3) Development of real-time or near real-time access to distribution data, dispensing data and other data sources.
- (4) Refinement of methodologies for analyzing Dispensing Data to identify suspicious prescribers.
- (5) Development of additional capabilities to provide Settling States, the Injunctive Relief Distributors and potentially the DEA customized reporting from the Clearinghouse upon reasonable request.

2. Phase 2-A: Uniform Required Reporting

- a) The Clearinghouse and the Clearinghouse Advisory Panel shall develop uniform reporting recommendations for potential implementation by state regulators in order to allow the Injunctive Relief Distributors to satisfy their obligations under the Injunctive Relief Terms and state and federal laws in a uniform and consistent manner.
- b) It is a goal of the Settling States and the Injunctive Relief Distributors to:
 - (1) Streamline and simplify required reporting which will benefit the Injunctive Relief Distributors and the Settling States, as well as the DEA;
 - (2) Develop uniform transactional and Suspicious Order reporting requirements; and
 - (3) Provide for the submission of uniform Suspicious Order reports.

3. Phase 2-B: Clearinghouse Assumption of CSMP Functions

- a) With respect to Phase 2-B, the Phase 2 Planning Report shall address:
 - (1) Engagement with stakeholders, including the DEA, to develop the system of Threshold setting and Suspicious Order reporting to potentially be provided by the Clearinghouse;
 - (2) Development of technology and rules, including any proposed changes to federal law or regulations;
 - (3) Development of models for the identification of Suspicious Orders and setting universal Thresholds in a manner

consistent with Section XII. These models shall include active order management and order fulfillment protocols to ensure that orders are compared to relevant Thresholds by the Clearinghouse before shipment instructions are provided by the Clearinghouse to the Injunctive Relief Distributors. The models shall also include the identification of Suspicious Orders when they are placed by Customers, which will be held before shipment or blocked based on instructions provided by the Clearinghouse to the Injunctive Relief Distributors.

- (4) Development of criteria governing distribution to Customers that have placed one or more Orders that exceed a Threshold;
 - (5) Development of rules for allocating Orders placed by Customers that have more than one Distributor if one or more Orders exceed a Threshold;
 - (6) Development of a pilot project for a sample geographic region to perform data analysis to test the models for Threshold setting and the identification of Suspicious Orders.
- b) Following implementation of Phase 2-B, the Injunctive Relief Distributors participating in Phase 2-B and the State Compliance Review Committee shall meet and confer with respect to whether to expand the scope of the Clearinghouse to cover additional anti-diversion functions, such as the performance of due diligence.
- c) CSMP functions that have been assumed by the Clearinghouse during Phase 2-B will no longer be performed by participating Injunctive Relief Distributors individually through their CSMPs. CSMP functions performed by the Clearinghouse will assist participating Injunctive Relief Distributors to satisfy the applicable legal obligations of those Injunctive Relief Distributors. The Clearinghouse's performance of CSMP functions will not relieve participating Injunctive Relief Distributors from their legal obligations unless (i) the Injunctive Relief Distributors and the State Compliance Review Committee jointly enter into a written agreement for the Clearinghouse to assume legal requirements during Phase 2-B; and (ii) all vendors and consultants working on the Clearinghouse agree in writing to assume such obligations. Nothing in this paragraph shall apply to any Injunctive Relief Distributor that does not participate in Phase 2-B pursuant to Section XVII.E.

E. Option to Opt Out of Phase 2-B

1. Each Injunctive Relief Distributor shall have the option, in its sole discretion, to elect not to participate in Phase 2-B at any point. In the event that an Injunctive Relief Distributor elects not to participate in Phase 2-B, that Injunctive Relief Distributor shall cease to have any obligation to fund future costs directly related to Phase 2-B of the Clearinghouse or to implement the Clearinghouse's determinations as to identification of Suspicious Orders and Suspicious Order reporting. If an Injunctive Relief Distributor elects not to participate in Phase 2-B, that Injunctive Relief Distributor shall remain responsible for the requirements specified for Phase 1 and Phase 2-A of the Clearinghouse and shall be responsible for contributing to the costs associated with Phase 1 and Phase 2-A.
2. In the event that an Injunctive Relief Distributor elects not to participate in Phase 2-B, the Clearinghouse Advisory Panel shall discuss and make recommendations for any necessary adjustments to the Phase 2-B capabilities described in Section XVII.D.3.

F. Funding

1. The establishment and ongoing operations of the Clearinghouse shall be funded by the Injunctive Relief Distributors for a period of ten (10) years commencing on the Clearinghouse Retention Date.
2. For each of the first two (2) years of the operation of the Clearinghouse, the Injunctive Relief Distributors will make total payments of \$7.5 million per year combined. For years three (3) through ten (10), the Injunctive Relief Distributors will make total payments of \$3 million per year combined. Additional costs associated with Phase 2-B shall be billed to the Injunctive Relief Distributors participating in Phase 2-B.
3. Payments by the Injunctive Relief Distributors for the Clearinghouse shall be allocated among the Injunctive Relief Distributors as set forth in Section IV.H of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
4. In the event that the cost of the Clearinghouse exceeds the amounts provided by the Injunctive Relief Distributors, the Injunctive Relief Distributors and State Compliance Review Committee shall meet-and-confer on alternatives, which may include:
 - a) Limiting the operations of the Clearinghouse consistent with a revised budget;
 - b) Seeking additional sources of funding for the Clearinghouse; and/or

- c) Allocating, in a manner consistent with the allocation of payments between the Injunctive Relief Distributors as set forth in Section XVII.F.3, additional amounts that are the responsibility of the Injunctive Relief Distributors to be used for the operation of the Clearinghouse.
- 5. The Injunctive Relief Distributors and the State Compliance Review Committee agree to engage in good faith discussions regarding potential continued operation and funding of the Clearinghouse following the initial ten (10) year period of Clearinghouse operations.
- 6. The Injunctive Relief Distributors and the State Compliance Review Committee shall develop a means to obtain payments from other parties that may use or benefit from the Clearinghouse, including, but not limited to, other settling defendants, non-Injunctive Relief Distributors, or other parties and the Clearinghouse Advisory Panel shall consider other funding sources for the Clearinghouse. This may include consideration of a user fee or other model by which non-Injunctive Relief Distributors that use the Clearinghouse will contribute to funding the Clearinghouse.
- 7. In the event that ten (10) or more Settling States reach agreements with any national retail chain pharmacies to resolve claims related to the distribution of Controlled Substances, the Settling States' Attorneys' General agree to make participation in the Clearinghouse, including providing data to the Clearinghouse and contribution to the cost of the operation of the Clearinghouse, a condition of any settlement. The Settling States' Attorneys' General agree to make best efforts to ensure that any other settling distributors and/or pharmacies participate in the Clearinghouse. To the extent that the Attorneys General are able to secure participation by additional distributors and/or pharmacies, it is anticipated that, to the extent practicable based on the financial and relative size of the settling distributor and/or pharmacy, those entities will contribute to the cost of the operation of the Clearinghouse. The Injunctive Relief Distributors' obligation to fund the Clearinghouse shall be partially reduced by contributions obtained from other distributors and/or pharmacies pursuant to a formula to be determined by the Clearinghouse Advisory Panel.

G. Confidentiality

- 1. All data provided to the Clearinghouse shall be confidential.
- 2. Information provided by distributors participating in the Clearinghouse may not be provided to any other entity or individual outside those expressly contemplated by the Injunctive Relief Terms.

3. The Clearinghouse may not provide to any distributor information specific to another distributor. Notwithstanding the prior sentence, the Clearinghouse may provide blinded data to a distributor reflecting total Orders (across all distributors) for a particular Customer, region, and/or state at the base code and NDC number level and all transactional data information. Such information may only be used by receiving distributors for purposes of identifying, minimizing, or otherwise addressing the risk of Controlled Substances diversion. No distributor or pharmacy, including the Injunctive Relief Distributors, shall attempt to obtain revenue from this information. Such information provided by the Clearinghouse shall be compliant with all applicable laws and regulations.
4. If the Clearinghouse receives a request for disclosure of any data, material or other information created or shared under the Injunctive Relief Terms, pursuant to a Third Party Request, the Clearinghouse shall notify the Injunctive Relief Distributors and the Clearinghouse Advisory Panel of the Third Party Request and any confidential information to be disclosed so that the Injunctive Relief Distributors may seek a protective order or otherwise challenge or object to the disclosure. The Clearinghouse shall provide the Injunctive Relief Distributors and the Clearinghouse Advisory Panel with at least ten (10) days' advance notice before complying with any Third Party Request for confidential information, except where state law requires a lesser period of advance notice.

H. Data Integrity

1. The Clearinghouse shall use best-in-class technology to preserve the integrity of the data.
2. The Clearinghouse shall report any data breaches under HIPAA and state law that occur as a result of any of its data collection and reporting activities to the Settling States and other authorities as required by law.
3. The Injunctive Relief Distributors and the Settling States shall not be liable for any breaches of any databases maintained by the Clearinghouse. This does not excuse the Clearinghouse or its vendor(s) from compliance with all state and federal laws and regulations governing (1) the protection of personal information and protected health information, or (2) notifications relating to Data Security Events.

I. Credit for Investment in the Clearinghouse

1. The Injunctive Relief Distributors and the State Compliance Review Committee shall negotiate in good faith regarding a potential credit against Injunctive Relief Distributors' overall settlement obligations if costs exceed the amounts specified in Section XVII.F.

XVIII. MONITOR

A. Monitor Selection and Engagement

1. The Injunctive Relief Distributors shall engage a Monitor to perform the reviews described in Section XVIII.F. The Monitor shall employ or retain personnel who have appropriate qualifications related to the pharmaceutical industry and the laws governing the distribution of pharmaceuticals, the distribution of Controlled Substances, and the applicable requirements of federal and state law. The Monitor may also employ or retain personnel who have appropriate qualifications in the audit and review of sample documents in order to conduct the reviews described in Section XVIII.F. To the extent additional expertise is required for the engagement, the Monitor may retain the services of third-party consultants.
2. The Monitor must perform each review described in Section XVIII.F in a professionally independent and objective fashion, as defined in the most recent Government Auditing Standards issued by the United States Government Accountability Office. A Monitor shall not be engaged in active litigation involving one or more of the Injunctive Relief Distributors or Settling States or present a potential conflict of interest involving matters concerning an Injunctive Relief Distributor, except by agreement of the affected parties. If the Monitor is employed by an entity that performed work for any Injunctive Relief Distributor or any of the Settling States prior to the Effective Date, the Monitor will cause to be implemented appropriate ethical walls between the Monitor team and the employees of the firm who have previously performed work for an Injunctive Relief Distributor or any of the Settling States.
3. The process for selecting the Monitor shall be as follows:
 - a) Within sixty (60) calendar days of the Effective Date, the Injunctive Relief Distributors and the State Compliance Review Committee shall exchange pools of recommended candidates to serve as the Monitor. The pools shall each contain the names of three (3) individuals, groups of individuals, or firms.
 - b) After receiving the pools of Monitor candidates, the Injunctive Relief Distributors and the State Compliance Review Committee shall have the right to meet with the candidates and conduct appropriate interviews of the personnel who are expected to work on the project. The Injunctive Relief Distributors (individually or in combination) and the State Compliance Review Committee may veto any of the candidates, and must do so in writing within thirty (30) days of receiving the pool of candidates. If all three (3) candidates within a pool are rejected by either the Injunctive Relief

Distributors or the State Compliance Review Committee, the party who rejected the three (3) candidates may direct the other party to provide up to three (3) additional qualified candidates within thirty (30) calendar days of receipt of said notice.

- c) If the Injunctive Relief Distributors or the State Compliance Review Committee do not object to a proposed candidate, the Injunctive Relief Distributors or the State Compliance Review Committee shall so notify the other in writing within thirty (30) days of receiving the pool of candidates. If more than one candidate remains, the State Compliance Review Committee shall select the Monitor from the remaining candidates. Within thirty (30) calendar days of the selection of the Monitor, the Injunctive Relief Distributors shall retain the Monitor, and finalize all terms of engagement, supplying a copy of an engagement letter to the State Compliance Review Committee. The terms of engagement shall include a process by which Injunctive Relief Distributors may challenge Monitor costs as excessive, duplicative or unnecessary, which process must be approved by the State Compliance Review Committee.
4. The Injunctive Relief Distributors shall be responsible for the Monitor's fees and costs directly related to its performance of the work specified by the Injunctive Relief Terms up to a limit of \$1,000,000 per year per Injunctive Relief Distributor (*i.e.*, a total of \$3,000,000 per year).
5. Prior to each year, the Monitor shall submit a combined annual budget to the Injunctive Relief Distributors and State Compliance Review Committee that shall not exceed a total of \$3,000,000. The Monitor shall submit quarterly reports to the Injunctive Relief Distributors and the State Compliance Review Committee tracking actual spend to the annual budget.
6. In the event that any of the Injunctive Relief Distributors or State Compliance Review Committee believe that the Monitor is not performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner, an Injunctive Relief Distributor or the State Compliance Review Committee shall recommend in writing changes to the Monitor's practices to reduce cost. The Monitor, Injunctive Relief Distributors, and the State Compliance Review Committee shall meet and confer in good faith in response to such a recommendation.
7. In the event that the Injunctive Relief Distributor and the State Compliance Review Committee cannot agree on whether the recommended cost reductions are warranted, either the State Compliance Review Committee or the Injunctive Relief Distributors may submit the question to the National Arbitration Panel, who shall determine whether

the Monitor is performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner, and, if not, the necessary changes to the Monitor's practices to reduce cost.

8. If the National Arbitration Panel determines that the Monitor cannot complete the reviews described in Section XVIII.F within the combined annual budget of \$3,000,000, the National Arbitration Panel shall require the Monitor to provide the Injunctive Relief Distributors and the State Compliance Review Committee with a written report explaining why it is not possible to complete the reviews within budget and all steps the Monitor has taken to perform its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner. After receiving the Monitor's report, the Injunctive Relief Distributors, and the State Compliance Review Committee shall meet and confer in good faith to determine whether an increase in the combined budget is appropriate. If the Injunctive Relief Distributors and the State Compliance Review Committee cannot reach an agreement on the amount of the reasonable costs in excess of \$3,000,000 for the relevant year, the issue will be submitted to the National Arbitration Panel for resolution. The National Arbitration Panel may award additional costs up to total cap of \$5,000,000 for the relevant year (\$3,000,000 plus an additional \$2,000,000).
9. Unless the Injunctive Relief Distributors and the State Compliance Review Committee agree otherwise as part of the meet and confer process in the prior paragraph (such as by agreeing to limit the Monitor's duties and responsibilities for the remainder of the year), the amount above \$3,000,000 and up to the total cap of \$5,000,000 in a given year necessary for the Monitor to complete the reviews described in Section XVIII.F shall be divided evenly among the Injunctive Relief Distributors without reducing any other amounts that are the responsibility of the Injunctive Relief Distributors.

B. Early Termination of the Monitor

1. In the event any of the Injunctive Relief Distributors or State Compliance Review Committee believe that the Monitor is not performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably professional, competent and independent manner, an Injunctive Relief Distributor or the State Compliance Review Committee shall recommend replacement of the Monitor in writing. The Injunctive Relief Distributors and the State Compliance Review Committee shall meet and confer in good faith in response to a recommendation to replace the Monitor. If the State Compliance Review Committee and the Injunctive Relief Distributors agree that the Monitor should be replaced, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.

2. In the event the Injunctive Relief Distributor and the State Compliance Review Committee cannot agree on whether the Monitor should be replaced, either the State Compliance Review Committee or the Injunctive Relief Distributors may submit the question of the Monitor's dismissal to the National Arbitration Panel, and the Monitor shall only be dismissed if that panel finds that there is Good Cause for dismissal. Good Cause for dismissal shall mean (a) a material and substantial breach of the terms of the Monitor's obligations under the Injunctive Relief Terms; (b) any act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct by the Monitor; (c) any clear pattern of bias or prejudice in favor or against any party by the Monitor; (d) conduct by the Monitor that demonstrates unfitness to fulfill the functions of the Monitor reasonably and competently; or (e) conflicts of interest described in Section XVIII.A.2. If the panel finds that the Monitor should be dismissed, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.
3. In addition, if the Monitor resigns for any reason, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.

C. Term and Reporting Periods

1. The term of the Monitor will be five (5) years from the date the Monitor is appointed, divided into one-year periods for purposes of the reviews and reporting described in Section XVIII ("*Reporting Periods*").

D. Monitor Access to Information

1. In connection with its reviews set forth in Section XVIII.F, the Monitor may request to interview employees with appropriate authority and responsibilities as necessary. In the event that an Injunctive Relief Distributor believes that the Monitor is requesting an unreasonable number of interviews or requesting interviews of employees who do not have relevant information to the reviews required by Section XVIII.F, the Injunctive Relief Distributor and State Compliance Review Committee shall meet and confer in good faith to resolve this issue.
2. The Chief Diversion Control Officer of each Injunctive Relief Distributor or a direct report of the Chief Diversion Control Officer shall serve as the primary point of contact for the Monitor to facilitate the Monitor's access to documents, materials, or staff necessary to conduct the reviews specified in Section XVIII.F. The Monitor shall communicate any request for documents, materials, or access to staff to the Chief Diversion Control Officers or their designees.
3. If at any time the Monitor believes there is undue delay, resistance, interference, limitation, or denial of access to any records or to any

employee or former employee deemed necessary by the Monitor to conduct the reviews specified in Section XVIII.F, the Monitor shall notify the Chief Diversion Control Officer of the Injunctive Relief Distributor and they shall meet and confer to resolve such issue. If the Monitor believes that the matter was not resolved, the Monitor shall immediately report the issue to the State Compliance Review Committee.

4. To the extent any of the documents requested by the Monitor contain material protected from disclosure by any legal privilege, including the attorney-client privilege or attorney work product protections, an Injunctive Relief Distributor may redact such material before providing the documents to the Monitor, but must provide the Monitor with a privilege log describing the redacted information and identifying the basis for redaction.
5. Notwithstanding any other information referenced and produced pursuant to Section XVIII, the Monitor shall have access to, and each Injunctive Relief Distributor's Chief Diversion Control Officer shall produce to the Monitor, any settlement agreements with government entities entered into after the Effective Date specifically concerning the requirements contained in the Injunctive Relief Terms and an Injunctive Relief Distributor's distribution of Controlled Substances (as opposed to distribution of pharmaceutical products in general).

E. Settling States' Access to Monitor

1. Other than in connection with the initiation of a Notice of Potential Violation set forth in Section XIX.B.2, should the Monitor believe it needs to initiate communication with the State Compliance Review Committee regarding an Injunctive Relief Distributor's compliance with the Injunctive Relief Terms, the Monitor's communications should include the Chief Diversion Control Officer or counsel of the affected Injunctive Relief Distributor, regardless of the form of communication.
2. The State Compliance Review Committee shall have access to any settlement agreements produced to the Monitor pursuant to Section XVIII.D.5.

F. Reviews to be Conducted by the Monitor

1. There shall be two (2) types of reviews to be conducted by the Monitor:
 - a) Customer-specific reviews, as set forth in Section XVIII.F.2; and
 - b) System reviews, as set forth in Section XVIII.F.3.

2. Customer-Specific Reviews

- a) The following Customer-specific reviews will be conducted by the Monitor for each Injunctive Relief Distributor for each of the Reporting Periods:
 - (1) Threshold Change Request Review (“*TCR Review*”);
 - (2) Onboarding New Customer Review (“*Onboarding Review*”);
 - (3) Ongoing Due Diligence Review (“*Ongoing Diligence Review*”);
 - (4) Customer Termination Review (“*Termination Review*”); and
 - (5) Orders that Exceed Thresholds but are Shipped Review (“*Exceeded Threshold Review*”).
- b) Sample selection and audit periods for TCR Reviews, Onboarding Reviews, Ongoing Diligence Reviews, Termination Reviews, and Exceeded Threshold Reviews:
 - (1) For each Reporting Period, the Monitor will review a representative sample of files for the performance of the TCR Reviews, Onboarding Reviews, and Ongoing Diligence Reviews. The Monitor shall select a sample representative of various geographic regions, customer types (Independent Retail Pharmacy Customers or Chain Customer), and distribution centers.
 - (2) The Monitor will meet and confer with each of the Injunctive Relief Distributors to determine the appropriate audit period within each Reporting Period from which the samples will be selected (e.g. samples will be selected from the first six (6) months of a reporting period to allow the Monitor time to perform its review during the remainder of the reporting period).
 - (3) Within thirty (30) calendar days following the close of the agreed-upon audit period, the Injunctive Relief Distributors (or the Clearinghouse once operational, if able to do so) will provide the Monitor with the following lists of relevant Customers for each type of review:
 - (a) A list of all Customers that requested at least one Threshold increase for a Highly Diverted Controlled

Substance during the relevant audit period, including the number of such requests by each Customer;

- (b) A list of all Customers that were onboarded during the relevant audit period and, during that period, ordered and received Highly Diverted Controlled Substances;
 - (c) A list of all Customers that were the subject of an Ongoing Diligence Review during the relevant audit period;
 - (d) A list of all Customers that, for reasons related to Controlled Substance regulatory compliance, were terminated during the relevant audit period; and
 - (e) A list of all Orders for Highly Diverted Controlled Substances where a decision was made to ship the Order even though the order exceeded the otherwise applicable Threshold, with number of such shipped orders.
- (4) Within fifteen (15) calendar days of compiling this Customer information for sample selection, each Injunctive Relief Distributor shall propose a reasonable number of customer files for each review to the Monitor.
 - (5) Within fifteen (15) calendar days of receiving the lists specified above from the Injunctive Relief Distributors, the Monitor shall choose representative files to be reviewed from these lists. Each list will include the Customers' zip code, geographic region, distribution center, and customer type (Independent Retail Pharmacy Customer or Chain Customer).

c) TCR Reviews

- (1) For each Reporting Period, the Monitor shall conduct a TCR Review for a sample review of Customers who requested at least one Threshold increase for Highly Diverted Controlled Substances for each Injunctive Relief Distributor. For the TCR Reviews, the Monitor shall review the information contained in the files of the sample Customers and determine whether the information reflects substantial compliance with the requirements of Section XII.C.3.

- d) Onboarding Reviews
 - (1) For each Reporting Period, the Monitor shall conduct an Onboarding Review of a sample of Customers that were onboarded during the applicable audit period and, during that period, ordered and received Highly Diverted Controlled Substances from the Injunctive Relief Distributor. For the Onboarding Reviews, the Monitor shall review the information contained in the files of the sample Customers and determine whether the information reflects substantial compliance with the requirements of Section IX.
- e) Ongoing Diligence Reviews
 - (1) For each Reporting Period, the Monitor shall conduct an Ongoing Diligence Review of a sample of Customers for each Injunctive Relief Distributor that was the subject of an Ongoing Diligence Review during the relevant audit period. For the Ongoing Diligence Reviews, the Monitor shall review the information contained in the files of the sample of Customers and determine whether the information reflects substantial compliance with the requirements of Section X.
- f) Termination Reviews
 - (1) For each Reporting Period, the Monitor shall conduct a review of a sample of Customers that were terminated by each Injunctive Relief Distributor during the audit period. For the Termination Reviews, the Monitor shall review the information contained in the files of the sample of Customers and determine whether the information reflects substantial compliance with the requirements of Section XIV.
- g) Exceeded Threshold Review
 - (1) For each Reporting Period, the Monitor shall conduct a review of a sample of Orders for Highly Diverted Controlled Substances where a decision was made by the Injunctive Relief Distributor to ship the Order even though the Order exceeded the applicable Threshold. For the Exceeded Threshold Reviews, the Monitor shall review the information contained in the Customer files related to the Orders and determine whether the information reflects substantial compliance with the requirements of Section XIII.B.

3. Annual System Reviews:

- a) The following system reviews will be conducted by the Monitor for each Injunctive Relief Distributor for each of the Reporting Periods:
 - (1) CSMP Review;
 - (2) Threshold Setting Process Review;
 - (3) Suspicious Orders and Suspicious Order Report Review;
 - (4) Compensation Review;
 - (5) Red Flag Review; and
 - (6) Review of CSMP Integration with Clearinghouse.
- b) CSMP Review
 - (1) For each Reporting Period, the Monitor shall conduct a review of the following materials from each Injunctive Relief Distributor:
 - (a) Current CSMP policies and procedures;
 - (b) Organizational charts for the departments that are relevant to the CSMP organization;
 - (c) Logs and/or summaries of any reports received on the "hot line" required by Section V.E and the action or response of an Injunctive Relief Distributor to any such reports;
 - (d) Copies of the quarterly reports provided by the Chief Diversion Control Officer to the CSMP Committee as required by Section IV.C;
 - (e) Copies of the quarterly reports provided by the CSMP Committee to senior management and the Board of Directors as required by Section VI.C; and
 - (f) Copies of the materials used for the training required by Section VII and lists of the attendees of the training.

- c) Threshold Setting Process Review:
 - (1) For each Reporting Period, each Injunctive Relief Distributor or its outside consultants shall prepare a summary report describing how its Threshold-setting methodology for Independent Retail Pharmacy Customers and Chain Customers complies with Section XII (the "*Annual Threshold Analysis and Assessment Report*").
 - (2) For each Reporting Period, the Monitor shall review the Annual Threshold Analysis and Assessment Report, determine whether the information reflects substantial compliance with the requirements of Section XII, and include any Observations and Recommendations, as defined in Section XVIII.G, in its annual Audit Report.
- d) Suspicious Orders and Suspicious Order Reporting Review:
 - (1) For each Reporting Period, each Injunctive Relief Distributors will provide the Monitor with a report containing summary metrics for the Suspicious Orders that were reported to the DEA and the Settling States (the "*Suspicious Order Metrics Report*"). In the Suspicious Order Metrics Report, the Injunctive Relief Distributors will also provide summary metrics for Orders of Highly Diverted Controlled Substances that exceeded a Threshold but were still shipped.
 - (2) For each Reporting Period, the Monitor shall review the Suspicious Order Metrics Report, determine whether the information reflects substantial compliance with the requirements of Section XIII, and include any Observations and Recommendations in its annual Audit Report.
- e) Compensation Reviews:
 - (1) For each Reporting Period, the Monitor will review compensation-related policy documents for each Injunctive Relief Distributor for sales personnel. The Monitor shall analyze those documents and determine whether the compensation policies of each Injunctive Relief Distributor comply with the requirements contained in Section V.
- f) Red Flags Review:
 - (1) For each Reporting Period, the Monitor shall review the Red Flags defined in Section VIII and their incorporation into each Injunctive Relief Distributor's policies and

procedures. The Monitor shall determine whether the information reflects substantial compliance with the requirements of Section VIII and include any Observations and Recommendations, as called for by Section VIII.C, about those definitions in its annual Audit Report.

g) Review of CSMP Integration with the Clearinghouse:

- (1) For each Reporting Period, each Injunctive Relief Distributor shall prepare a report summarizing the status of the Injunctive Relief Distributor's CSMP integration with the operation of the Clearinghouse ("*Clearinghouse Integration Report*"). The Monitor shall review each Injunctive Relief Distributor's Clearinghouse Integration Report, determine whether the information reflects substantial compliance with the requirements of Section XVII, and include any Observations and Recommendations in its annual Audit Report.

G. Observations and Recommendations:

1. If the Monitor notes any areas for potential improvement during the course of the reviews conducted pursuant to the Injunctive Relief Terms, the Monitor shall include any such recommendations in the Audit Report. Collectively, any such questions, concerns or recommendations will be referred to as "*Observations and Recommendations.*"

H. Audit Reports:

1. No later than one hundred and twenty (120) calendar days prior to the end of a Reporting Period and/or at any other time deemed reasonably necessary by the Monitor, the Monitor shall provide each Injunctive Relief Distributor with a draft report detailing any instances of substantial non-compliance with the applicable provisions of the Injunctive Relief Terms from the reviews in Section XVIII.F (the "*Draft Report*"). The Draft Report will also describe any Observations and Recommendations.
2. Within thirty (30) calendar days of its receipt of the Draft Report, the Injunctive Relief Distributor will provide comments and responses to the Draft Report. The Injunctive Relief Distributor will, among other things:
 - a) Respond to each instance of substantial non-compliance, including, where appropriate, describing any corrective action taken (or to be taken).
 - b) Respond to each Observation and Recommendation.

3. Within thirty (30) calendar days of its receipt of the Injunctive Relief Distributors' responses to the Draft Report, the Monitor shall provide a final report (the "*Audit Report*") to each Injunctive Relief Distributor and the State Compliance Review Committee. The Monitor shall provide the State Compliance Review Committee with a copy of an Injunctive Relief Distributor's response to the Draft Report.
4. No action or lack of action by the Settling States regarding information received from the Monitor concerning an Injunctive Relief Distributor's conduct shall be considered affirmation, acceptance, or ratification of that conduct by the Settling States.

I. Confidentiality:

1. Materials and information provided by the Injunctive Relief Distributors to the Monitor that are designated "*Confidential*" (and any parts, portions, or derivations thereof) (the "*Confidential Information*") will be kept confidential and not be shown, disclosed, or distributed to any other party, including any other Injunctive Relief Distributor.
2. The Monitor will not use materials or information received from one Injunctive Relief Distributor, or information or analysis developed using the Confidential Information of an Injunctive Relief Distributor, in its assessment of any other Injunctive Relief Distributor. Because each Injunctive Relief Distributor operates pursuant to its own unique policies and procedures intended to comply with legal and other requirements of the Injunctive Relief Terms, the Monitor shall apply the standards of each Injunctive Relief Distributor to its reviews without preference to the practices or standards applied by any other Injunctive Relief Distributor.
3. If any of the Settling States or the Monitor receive a request for disclosure of any material or information created or shared under the Injunctive Relief Terms, pursuant to a Third Party Request, the Settling State or the Monitor, respectively, shall notify the Injunctive Relief Distributors of the Third Party Request and the Confidential Information to be disclosed so that the Injunctive Relief Distributors may seek a protective order or otherwise challenge or object to the disclosure. The Settling State or the Monitor will provide the Injunctive Relief Distributors with at least ten (10) days' advance notice before complying with any Third Party Request for Confidential Information, except where state law requires a lesser period of advance notice.
4. Nothing herein will be deemed to prevent any party from claiming any applicable exemption to the public information act, freedom of information act, public records act, or similar law.

XIX. ENFORCEMENT OF INJUNCTIVE RELIEF TERMS

A. State Compliance Review Committee:

1. Any Settling State may initiate a review of a Potential Violation consistent with the process set forth in Section XIX.
2. The State Compliance Review Committee shall assign the Monitor the responsibilities set forth in Sections XIX.B.3 through XIX.B.7, regarding review of a Potential Violation and an opportunity to cure, except with respect to matters requiring interpretation of the Injunctive Relief Terms subject to Section XIX.C.2. The objective of the Monitor shall be to facilitate a resolution among the parties, providing an opportunity to cure, as applicable, for the party against whom a Potential Violation has been alleged.
3. No less than six (6) months before the Monitor's term expires pursuant to Section XVIII, the State Compliance Review Committee and Injunctive Relief Distributors shall meet and confer in good faith to determine the parameters and processes for continued enforcement, consistent to the maximum extent possible with the provisions set forth in Section XIX, for the period after the Monitor's term has ended. Absent agreement between the State Compliance Review Committee and Injunctive Relief Distributors, all provisions set forth in Section XIX involving the Monitor are excused after the Monitor's term has ended.
4. Should an Injunctive Relief Distributor allege in good faith that a Settling State or the Monitor has impaired the ability of the Injunctive Relief Distributor to meet the Injunctive Relief Terms, the Injunctive Relief Distributor may request the State Compliance Review Committee to mediate any dispute in an effort to avoid the time and expense of litigation regarding interpretation and enforcement of the Injunctive Relief Terms.

B. Process for Review of Potential Violations and Opportunity to Cure:

1. Definition of "Potential Violation": A Potential Violation occurs when an Injunctive Relief Distributor is alleged to not be in substantial compliance with (i) the Injunctive Relief Terms or (ii) a Corrective Action Plan adopted consistent with the process set forth in Section XIX.B.7.
2. Submission of Notice of Potential Violation. An allegation of a Potential Violation shall be submitted to the State Compliance Review Committee in writing by one or more Settling States ("*Notice of Potential Violation*" or "*Notice*") and shall include the following to the extent practicable:
 - a) Specification of the particular Injunctive Relief Term(s) and/or Corrective Action Plan(s) implicated by the Potential Violation;

- b) Description of the Potential Violation with specificity;
 - c) The reasoning for and, if available, any documentation supporting the allegation that a Potential Violation has occurred, including whether the Potential Violation is a matter identified by the Monitor in an Audit Report; and
 - d) Description of the time-sensitivity of the Potential Violation, if relevant.
3. Assignment to Monitor. The State Compliance Review Committee shall review every Notice. If the State Compliance Review Committee reasonably believes that further review is warranted, the State Compliance Review Committee shall forward the Notice to the Monitor. The Monitor shall ensure that the Injunctive Relief Distributor that is the subject of the Notice receives a copy of the Notice and a proposed schedule consistent with the process set forth in Sections XIX.B.4 and XIX.B.5.
4. Response to Notice of Potential Violation. Within thirty (30) days of receipt of the Notice of Potential Violation, the Injunctive Relief Distributor that is the subject of the Notice shall provide a written response to the referring Settling State(s), the Monitor, and the State Compliance Review Committee. The response (a) shall set forth the reasons the Injunctive Relief Distributor that is the subject of the Notice believes that it is in substantial compliance with the relevant Injunctive Relief Term(s) and/or Corrective Action Plan(s), and (b) as applicable, shall explain efforts undertaken to cure the Potential Violation and a schedule for completing the efforts to cure.
5. Conference for Parties re Notice of Potential Violation. The parties to the Notice shall meet or otherwise confer regarding the Potential Violation. The parties and the Monitor shall make themselves available for such a meeting (which may at any party's election be a virtual or technology-based meeting), provided, however, that the meeting is not required to take place sooner than fifteen (15) days after a written response to the Notice of Potential Violation.
6. Process for Previously-Submitted Notices of Potential Violation. At the request of the parties to a Notice, the Monitor shall determine whether the Notice implicates the same or similar issues as a previously submitted Notice or is a matter previously identified by the Monitor in an Audit Report involving the same party alleged to have engaged in a Potential Violation, and make an initial determination as to whether the issues needs to be addressed anew. The Monitor shall inform the Settling State and Injunctive Relief Distributor involved in the previous Notice or the subject of a matter previously identified by the Monitor in an Audit Report of its determination within five (5) business days of receipt of the Notice. The

Settling State and Injunctive Relief Distributor shall have five (5) business days to object to the determination. If an objection is made, the Monitor shall respond to the objection within five (5) business days. If no objection is made, the party involved in the prior Notice may rely on the response to the previously submitted Notice or matter previously identified by the Monitor in an Audit Report and no further action shall be required.

7. Monitor Resolution of Potential Violation and Opportunity to Cure. Within thirty (30) days of the meeting pursuant to Section XIX.B.5, the Monitor, taking into consideration the submissions of the parties involved in the Notice and other information available to the Monitor, shall resolve the Notice as follows:
- a) If the Monitor reasonably believes that a Potential Violation is not ongoing or has been substantially resolved as of thirty (30) days from the meeting pursuant to Section XIX.B.5, the Monitor shall provide written notice to the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice.
 - b) If the Monitor reasonably believes that a Potential Violation is ongoing and has not been substantially resolved as of thirty (30) days from the meeting pursuant to Section XIX.B.5, the Monitor shall provide written notice to the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice and request that the Injunctive Relief Distributor prepare, within thirty (30) days of the receipt of such written notice, a Corrective Action Plan to remedy such Potential Violation, including a reasonable period for implementation of such plan. The Monitor may extend the period of time to submit a Corrective Action Plan up to ninety (90) days based on a reasonable request by the affected party.
 - c) A Corrective Action Plan may address multiple Potential Violations, and an existing Corrective Action Plan may be amended to address additional Potential Violations.
 - d) Within ten (10) business days of submission of a Corrective Action Plan regarding a Potential Violation, the Monitor shall confer with the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice regarding the proposed Corrective Action Plan. The Monitor may recommend revisions in its discretion. The conference required by this paragraph may at any party's election be a virtual or technology-based meeting.

- e) Within thirty (30) days of the conference in Section XIX.B.7.d, the Monitor shall advise the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice whether the Monitor has adopted the proposed Corrective Action Plan or whether the Monitor has adopted it after making modifications. The Monitor shall also set forth a reasonable period for implementation of any such plan that has been adopted. The Injunctive Relief Distributor that is subject to a Corrective Action Plan adopted by the Monitor must begin to comply with the Corrective Action Plan within five (5) business days of receiving notice of the Corrective Action Plan has been adopted, unless it seeks review by the State Compliance Review Committee pursuant to Section XIX.C.1.

C. Enforcement Responsibilities of State Compliance Review Committee:

1. The Settling State(s) or Injunctive Relief Distributor involved in a Notice may request the State Compliance Review Committee to review the resolution (including a resolution pursuant to Section XIX.B.7.a) and/or Corrective Action Plan adopted by the Monitor regarding that Notice. Any such request must be made within five (5) business days of a resolution or adoption of a Corrective Action Plan by the Monitor. The State Compliance Review Committee, taking into consideration the resolution by the Monitor, submissions of the Settling State(s) or Injunctive Relief Distributor, and other information available to the Committee, shall within thirty (30) days of receipt of the request resolve the matter by written notice to the affected parties, which shall include the State Compliance Review Committee's reasoning in reaching its resolution. The State Compliance Review Committee may agree, disagree, or modify any resolution or Corrective Action Plan that it reviews. An Injunctive Relief Distributor that is subject to a Corrective Action Plan that is affirmed or affirmed as amended by the State Compliance Review Committee must within five (5) business days begin to comply with the Corrective Action Plan.
2. The State Compliance Review Committee shall review any issues raised by a Notice regarding the interpretation of the Injunctive Relief Terms at the request of the Settling State(s), Injunctive Relief Distributor involved in a Notice, or the Monitor. Such a request may be made at any time after the Notice's submission, and the request will not extend the timelines set forth in Sections XIX.B and XIX.C.1. The State Compliance Review Committee shall notify the Monitor, Settling State(s) and Injunctive Relief Distributor involved in the Notice of its determination. Settling States and Injunctive Relief Distributors do not waive their rights to challenge the interpretation of the Injunctive Relief Terms by the State Compliance Review Committee in any subsequent proceeding pursuant to Section XIX.E.2.

3. The State Compliance Review Committee may, independent of a Notice of Potential Violation, review requests by a Monitor, Settling State, or Injunctive Relief Distributor regarding the interpretation of the Injunctive Relief Terms. The State Compliance Review Committee shall notify the Monitor and requesting party of its interpretation, including the State Compliance Review Committee's reasoning in reaching its conclusion. Settling States and Injunctive Relief Distributors do not waive their rights to challenge the interpretation of the Injunctive Relief Terms by the State Compliance Review Committee in any subsequent proceeding pursuant to Section XIX.E.2.
4. The State Compliance Review Committee shall make available to all Settling States and Injunctive Relief Distributors any interpretation it issues pursuant to Sections XIX.C.2 and XIX.C.3.

D. Composition of State Compliance Review Committee:

1. A Settling State on the State Compliance Review Committee that is in active litigation with one or more of the Injunctive Relief Distributors, or in another potential conflict of interest involving compliance with Controlled Substances laws and regulations, may not serve on the State Compliance Review Committee for matters involving the affected Injunctive Relief Distributor, and the remaining Settling States on the State Compliance Review Committee shall within five (5) business days select an alternate Settling State as a replacement.
2. If the affected state on the State Compliance Review Committee disputes that it has a disqualifying active litigation or other conflict of interest, the determination of whether that state has a conflict disqualifying it from serving on the State Compliance Review Committee shall be made by the remaining states on the State Compliance Review Committee.

E. Enforcement Actions:

1. Any written notice or resolution by the State Compliance Review Committee regarding the matters set forth in Sections XIX.B and XIX.C shall provide the State Compliance Review Committee's assessment of the matter but will not be an official opinion of any individual Settling State.
2. Following the issuance of a written notice or resolution of the State Compliance Review Committee pursuant to Section XIX.C, a Settling State or Injunctive Relief Distributor may take whatever action it deems necessary related to the written notice or resolution issued by the State Compliance Review Committee, provided that the Settling State or Injunctive Relief Distributor is either (a) the Settling State that sought review by the State Compliance Review Committee, or (b) the Injunctive Relief Distributor that is the subject of the Potential Violation at issue.

Such action may include but is not limited to bringing an action to enforce the settlement agreement, filing a new original action, or, the parties to a Notice attempting to negotiate a Corrective Action Plan directly with each other.

3. The Settling States agree that prior to taking any court or administrative action, other than an action that is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State, or that a public emergency requiring immediate action exists, it will follow the process outlined in Sections XIX.B and XIX.C.
4. A Settling State or Injunctive Relief Distributor must bring a court or administrative action within six (6) months of any resolution of the State Compliance Review Committee, unless the alleged violation is also an independent violation of state or federal law, or an action that a Settling State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the State, or that a public emergency requiring immediate action exists, in which cases, the applicable statute of limitations (if any) for sovereign actions shall apply.

EXHIBIT Q

Illustrative Examples of Prepayments

Example 1

Gross Settlement Prepayment: \$3,000,000

Settlement Prepayment Reduction Schedule: Reduce amounts paid for each of Payment Years 8, 13, and 18 by \$1,000,000

Net Settlement Prepayment Amount (assumes discount rate of five percent (5%)): \$2,591,513
(\$863,838 for each of Payment Years 5, 10, and 15)

Payment Year	Initial Settlement Payment Schedule	Settlement Prepayment Reduction (-)	Net Settlement Prepayment (+)	Revised Settlement Payment Schedule
1	\$1,000,000			\$1,000,000
2	\$1,000,000			\$1,000,000
3	\$1,000,000			\$1,000,000
4	\$1,000,000			\$1,000,000
5	\$1,000,000		\$863,838	\$1,863,838
6	\$1,000,000			\$1,000,000
7	\$1,000,000			\$1,000,000
8	\$1,000,000	\$1,000,000		\$0
9	\$1,000,000			\$1,000,000
10	\$1,000,000		\$863,838	\$1,863,838
11	\$1,000,000			\$1,000,000
12	\$1,000,000			\$1,000,000
13	\$1,000,000	\$1,000,000		\$0
14	\$1,000,000			\$1,000,000
15	\$1,000,000		\$863,838	\$1,863,838
16	\$1,000,000			\$1,000,000
17	\$1,000,000			\$1,000,000
18	\$1,000,000	\$1,000,000		\$0
Total	\$18,000,000	\$3,000,000	\$2,591,513	\$17,591,513

Example 2

Gross Settlement Prepayment: \$3,000,000

Settlement Prepayment Reduction Schedule: Reduce amounts paid for each of Payment Years 4, 9, and 14 by \$1,000,000

Net Settlement Prepayment Amount (assumes discount rate of five percent (5%)): \$2,857,143
(\$952,381 for each of Payment Years 3, 8, and 13)

Payment Year	Initial Settlement Payment Schedule	Settlement Prepayment Reduction (-)	Net Settlement Prepayment (+)	Revised Settlement Payment Schedule
1	\$1,000,000			\$1,000,000
2	\$1,000,000			\$1,000,000
3	\$1,000,000		\$952,381	\$1,952,381
4	\$1,000,000	\$1,000,000		\$0
5	\$1,000,000			\$1,000,000
6	\$1,000,000			\$1,000,000
7	\$1,000,000			\$1,000,000
8	\$1,000,000		\$952,381	\$1,952,381
9	\$1,000,000	\$1,000,000		\$0
10	\$1,000,000			\$1,000,000
11	\$1,000,000			\$1,000,000
12	\$1,000,000			\$1,000,000
13	\$1,000,000		\$952,381	\$1,952,381
14	\$1,000,000	\$1,000,000		\$0
15	\$1,000,000			\$1,000,000
16	\$1,000,000			\$1,000,000
17	\$1,000,000			\$1,000,000
18	\$1,000,000			\$1,000,000
Total	\$18,000,000	\$3,000,000	\$2,857,143	\$17,857,143

EXHIBIT R

Agreement on Attorneys' Fees, Expenses and Costs

This Agreement on Attorneys' Fees, Expenses and Costs ("*Fee Agreement*") is entered between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively, the "*Settling Distributors*"), and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, National Prescription Opiate Litigation, No. 1:17-MD-2804 ("*MDL PEC*"), in connection with the Distributor Settlement Agreement ("*Distributor Agreement*"). This Fee Agreement becomes effective on the Effective Date of the Distributor Agreement or the date that the Consent Judgments anticipated under the Distributor Agreement become final in 25 Settling States (whichever is later). However, costs specified in Sections II.I and II.I.4 of this Fee Agreement that are to be funded pre-Effective Date by the Settling Distributors are effective upon agreement in writing with the Settling Distributors.

I. Definitions.

A. This Fee Agreement incorporates all defined terms in the Distributor Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Distributor Agreement.

B. "*Attorney.*" Any of the following retained through a legal contract: a solo practitioner, a multi-attorney law firm, or other legal representative of a Participating Subdivision.

C. "*Attorney Fee Fund.*" An account consisting of funds allocated to pay attorneys' fees approved pursuant to Section II of this Fee Agreement established by Order of, and under the ongoing jurisdiction of, the MDL Court, as provided below.

D. "*Common Benefit Fund.*" The sub fund of the Attorney Fee Fund described in Section II.C.

E. "*Contingency Fee Fund.*" The sub fund of the Attorney Fee Fund described in Section II.D.

F. "*Cost and Expense Fund Administrator.*" The administrator appointed by the MDL Court to administer the MDL Expense Fund and Subdivision Cost Fund as provided in the Fee Agreement.

G. "*Cost Funds.*" Collectively, the MDL Expense Fund and Subdivision Cost Fund.

H. "*Fee Entitlement.*" Any right, entitlement or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop Agreement, or any other arrangement by which counsel could receive compensation or other consideration.

I. “*Fee Panel.*” The three-person panel appointed by the MDL Court to administer the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.

J. “*Litigating Subdivision Cost Fund.*” The cost fund described in Section II.E herein.

K. “*MDL Court.*” United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.

L. “*MDL Expense Fund.*” The cost fund described in Section II.F below.

M. “*MDL PEC.*” The Plaintiffs’ Executive Committee appointed by the MDL Court.

N. “*Non-Participating Litigating Subdivision.*” A Litigating Subdivision that is not a Participating Subdivision.

O. “*Participating Litigating Subdivision.*” A Litigating Subdivision that is also a Participating Subdivision.

P. “*Participation Agreement.*” An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.

Q. “*Qualifying Representation.*” Legal services provided for representation of a Participating Litigating Subdivision regarding Released Claims against Released Entities.

R. “*State Back-Stop Agreement.*” Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys’ fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.

II. Fees and Costs.

A. *Total Attorneys’ Fees and Costs.*

1. Total attorneys’ fees and costs to be paid by Settling Distributors to Attorneys in each of the relevant Payment Years under this Fee Agreement shall be up to the following amounts, subject to the provisions set forth below, including with respect to the division of the Attorney Fee Fund into its sub funds:

	Attorney Fee Fund <i>(Contingency Fee Fund and Common Benefit Fund)</i>	MDL Expense Fund	Litigating Subdivision Cost Fund
Payment Year 1	\$136,044,378.70	\$40,384,615.39	\$40,000,000
Payment Year 2	\$150,934,911.25		\$40,000,000
Payment Year 3	\$270,825,443.80		\$40,000,000
Payment Year 4	\$183,625,739.68		

Payment Year 5	\$183,625,739.69		
Payment Year 6	\$183,625,739.69		
Payment Year 7	\$183,625,739.69		

2. The sub funds within the Attorney Fee Fund shall include the Common Benefit Fund and the Contingency Fee Fund. The Cost Funds shall include the MDL Expense Fund, and the Litigating Subdivision Cost Fund. The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.

3. The Contingency Fee Fund and the Common Benefit Fund shall be administered by a Fee Panel to be appointed by the MDL Court that will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Order. The Cost Funds shall be administered by the Cost and Expense Fund Administrator to be appointed by the MDL Court who will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of costs pursuant to this Fee Agreement and the MDL Court's Order.

4. The fees and costs to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations only. Fees and costs to be paid under this Fee Agreement are not available prior to the Effective Date of the Distributor Agreement or if the Distributor Agreement does not proceed past the Settling Distributors' determination in Section VIII.A of the Distributor Agreement. Fees and costs to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees and costs under this Fee Agreement are not available for representation of any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.

5. Payments due to the Attorney Fee Fund and the Cost Funds from the Settling Distributors under this Section II will be allocated among the Settling Distributors as follows: McKesson — 38.1%; Amerisource — 31.0%; Cardinal — 30.9%. A Settling Distributor's sole responsibility for payments under this Fee Agreement shall be to make its share of each payment. The obligations of the Settling Distributors in this Fee Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

B. *Attorney Fee Fund and Sub Funds.*

1. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund.

2. In no event shall Settling Distributors be required to pay more into the Attorney Fee Fund in any Payment Year than the maximum amount specified for that Payment Year in Section II.A.1, which amounts are reflected in Exhibit M to the Distributor Agreement. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions and offsets set forth below.

3. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Distributor Agreement, as set forth in Exhibit G to the Distributor Agreement, and shall be made applying the Mathematical Model attached as Exhibit A to this Fee Agreement ("*Mathematical Model*"). The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of an Attorney to participate as required in Section II.G. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.

4. As to awards from the Contingency Fee Fund, there shall be no right of appeal.

5. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard.

C. *Common Benefit Fund.* (60% of the Attorney Fee Fund.)

1. Funds in the Attorney Fee Fund shall be allocated to the Common Benefit Fund according to the schedule set forth below, subject to the adjustments described in Section II.C.5. The payments are to be made on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 1	\$81,626,627.22
Payment Year 2	\$90,560,946.75
Payment Year 3	\$162,495,266.28
Payment Year 4	\$110,175,443.79
Payment Year 5	\$110,175,443.79
Payment Year 6	\$110,175,443.79
Payment Year 7	\$110,175,443.79
Total:	\$775,384,615.41

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who:

- a. have performed work for the common benefit of all subdivisions pursuant to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated June 19, 2018, under docket number 636, which is included herein by reference; and
- b. satisfy the eligibility criteria set forth in Section II.G.

For purposes of Common Benefit Fund distribution, notwithstanding Section II.A.4 above, Attorneys representing Tribal Nations litigating against the Settling Distributors that have reached a settlement for Released Claims with Settling Distributors and/or Released Entities and meet the eligibility criteria in Section II.G shall be eligible.

3. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the June 19, 2018 Order.

4. In assessing the benefits that an Attorney has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribal Nations for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Attorney and his or her clients have contributed to increasing (or reducing) the Initial Participation Tier achieved through participation in the Distributor Agreement; (ii) the Attorney and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Distributor Agreement; and (iii) the Attorney and his or her clients have contributed to the potential triggering of any suspension, reduction, or offset of Payment amounts under the Distributor Agreement. The Fee Panel may also consider additional fee recoveries the Attorney may potentially obtain, including, but not limited to, from State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients, whether they participated in the Distributor Agreement or not. It is the intent of this provision to recognize that the goal of the Distributor Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. Therefore, representing a Non-Participating Subdivision does not further the goal of the Distributor Agreement and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing Later Litigating Subdivisions is antithetical to the Distributor Agreement, detracts from Common Benefit, and is addressed by the ethics opinion discussed in Section II.I.4. The Fee Panel shall consider this concept of "*common detriment*" set forth in this Section II.C.4 in all of its decisionmaking with respect to the allocation of the Attorney Fee Fund among Attorneys, as well as, in its discretion, any offsets provided to Settling Distributors as set forth in Section II.C.6. The Fee Panel shall consider the totality of the Attorney's Participating Litigating Subdivisions as compared to the Attorney's Non-Participating Litigating

Subdivisions; the Parties recognize that, although the goal is for 100% participation, Attorneys with a higher number of clients have a higher probability of having one or more Non-Participating Litigating Subdivision client. As used in this Section II.C.4, “*client*” or “*representing*” a Subdivision shall include any Litigating Subdivision as to which the Attorney has a Fee Entitlement.

5. As set forth in Section II.C.6, the Fee Panel must consider the factors described in Section II.C.4 to determine how and whether to reduce the amounts to be paid by Settling Distributors under this Fee Agreement and to determine how to allocate funds among Attorneys. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given a Settling Distributor in this Fee Agreement shall be applied against Payment Year 7 and working backwards. Any reduction to an Attorney not credited to Settling Distributors shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.

6. The amounts to be provided as a credit or offset to Settling Distributors from the Common Benefit Fund shall depend on the relevant Participation Tier achieved, set forth in Exhibit H of the Distributor Agreement, as follows:

a. At Participation Tier 1 or below, the Common Benefit Fund payments to be paid by Settling Distributors shall be reduced as follows:

(i) With respect to any Attorney seeking payment from the Common Benefit Fund, the Fee Panel shall compare the aggregate allocation that Participating Litigating Subdivisions with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics with the aggregate amount that all Litigating Subdivisions (Participating and Non-Participating) with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics, provided that only Litigating Subdivisions in Settling States shall be considered for this ratio. The Fee Panel will multiply the amount to be paid to that Attorney from the Common Benefit Fund by that ratio, reduce the Attorney’s award by a maximum reduction of 15%, and the dollar amount of such reduction shall be deducted, dollar-for-dollar, from the amount owed by Settling Distributors to the Common Benefit Fund of the Attorney Fee Fund.

(ii) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Distributor Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Settling Distributors’ obligation to pay fees under this Fee Agreement, Settling Distributors’

obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar for any amount of such fee assessments or payments (in the aggregate based on all reductions in this Section II.C.6.a.ii that exceed the reductions in Section II.C.6.a.i).

(iii) For the avoidance of doubt, in Tier 1 for each settlement or judgment with the Settling Distributors that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for the Settling Distributors, unless the assessment or payment occurs after the Payment Date for Year 7.

b. At Participation Tier 2, the Common Benefit Fund payments to be made by Settling Distributors shall be reduced only as follows:

(i) Reduction by the Fee Panel. With respect to all Attorneys making an application that seeks payment from the Common Benefit Fund, the Fee Panel shall, following a determination that an Attorney is eligible under Section II.G, apply the criteria specified in Section II.C.4 in determining whether the lack of participation by Subdivisions with which an Attorney has a Fee Entitlement has resulted in a reduction in the Participation Tier achieved, reduction in benefit to Participating Subdivisions as a result of reductions in Incentive Payments A-D, and/or potential triggering of a suspension, reduction or offset under the Distributor Agreement. If the Fee Panel concludes that such a reduction has occurred, it must consider (1) the relative size of the Non-Participating Subdivision, as adjusted by the severity measures reflected in Exhibit H (governing the Participation Tiers) of the Distributor Agreement, and the impact of its non-participation on the Distributor Agreement as a whole (including amounts of Incentive Payments and triggering of suspensions, reductions or offsets); (2) whether and by how much the payment to the Attorney from the Common Benefit Fund should be reduced as a result of the impact of such non-participation on Participating Subdivisions; and (3) whether some or all of said reduction should revert to Settling Distributors due to the reduction in peace obtained from the Distributor Agreement. Consideration of the factors discussed in this Section II.C.6.b.i and Section II.C.4 is mandatory. The decision whether to (and by how much to) reduce payments by Settling Distributors or to reduce the payment to any Attorney based on the factors in Section II.C.4 shall be in the sole discretion of the Fee Panel.

(ii) Offsets.

(1) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement

settles with or wins a judgment against a Released Entity separate from the Distributor Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Settling Distributors' obligation to pay Common Benefit Fees under this Fee Agreement, Settling Distributors' obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar up to the amount of the fee assessment or payment, except that such amount shall be capped at 7.5% of the amount of the settlement or judgment. Such reduction shall be taken first from Payment Year 7 of Settling Distributors' payments to the Common Benefit Fund of the Attorney Fee Fund up to the full amount of Settling Distributors' payment obligation in Payment Year 7, then from Payment Year 6, and so on.

(2) For the avoidance of doubt, for each settlement or judgment with the Settling Distributors that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for the Settling Distributors, unless the assessment or payment occurs after the Payment Date for Payment Year 7.

c. At Participation Tier 3, the reductions to the Attorney Fee Fund shall be the same as set forth in Section II.C.6.b, except that the cap on each offset shall be 5% of the amount of such settlement or judgment.

d. At Participation Tier 4, there shall be no reductions to the Settling Distributors' obligations to make payment into the Common Benefit Fund, but the principles set forth in Section II.C.4 shall continue to apply.

D. *Contingency Fee Fund.* (40% of the Attorney Fee Fund.)

1. Funds from the Attorney Fee Fund shall be allocated to the Contingency Fee Fund on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 1	\$54,417,751.48
Payment Year 2	\$60,373,964.50
Payment Year 3	\$108,330,177.52
Payment Year 4	\$73,450,295.88
Payment Year 5	\$73,450,295.88
Payment Year 6	\$73,450,295.88
Payment Year 7	\$73,450,295.88
Total:	\$516,923,077.32

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in Section II.G.

3. The Contingency Fee Fund shall be available to Attorneys who:

a. represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court; and

b. meet the eligibility criteria of Section II.G.

c. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.

4. The amounts owed by Settling Distributors to the Contingency Fee Fund shall depend on the relevant Participation Tier set forth in Exhibit H of the Distributor Agreement as follows:

a. At Participation Tiers 1, 2 and 3, the Contingency Fee Fund payments shall be reduced as follows:

(i) For Non-Settling States, the Contingency Fee Fund payments shall first be reduced by the amounts identified by the Fee Panel, pursuant to Section II.H.6, that would have been owed to counsel for Litigating Subdivisions in Non-Settling States, had those States and those Litigating Subdivisions been Settling States and Participating Subdivisions.

(ii) Following the calculation in Section II.D.4.a.i, the Contingency Fee Fund payments shall be reduced to reflect the non-joinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to Section II.H.6, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.

b. At Participation Tier 4, there shall be no reductions in the Contingency Fee Fund.

c. In the event that the Settling Distributors, prior to the Effective Date of the Distributor Agreement, settle with any Litigating Subdivision and, under such settlement agreement pay attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating

Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Distributor Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settled Litigating Subdivision, shall be credited and/or returned to the Settling Defendants as if determined under Section II.D.4.a.ii above, except that such credit shall not be greater than the amount to the Attorneys paid under the Litigating Subdivision's prior settlement agreement.

E. *Litigating Subdivision Cost Fund.*

1. The Settling Distributors shall pay \$120,000,000 into the Subdivision Cost Fund, according to the schedule set forth below:

Payment Year 1	\$40,000,000
Payment Year 2	\$40,000,000
Payment Year 3	\$40,000,000

2. The Litigating Subdivision Cost Fund shall be available to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions or to compensate Participating Litigating Subdivisions for direct in-house costs for expenditures related to their litigation against the Settling Distributors, including the cost of in-house employees. No funds in the Litigating Subdivision Cost Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision. In allocating the Litigating Subdivision Cost Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021.

3. During the period between July 21, 2021, and the Effective Date, the MDL PEC, as well as Litigating Subdivisions eligible to claim costs from the Litigating Subdivision Cost Fund shall make best efforts to cease litigation activity against Settling Distributors, including by jointly seeking stays or severance of claims against the Settling Distributors, where feasible, or postponements if a motion to stay or sever is not feasible or is denied, so long as such actions are not otherwise detrimental to the Litigating Subdivision.

4. In the event that the Settling Distributors, prior to the Effective Date of the Distributor Agreement, settle with any Litigating Subdivision and, under such settlement agreement pay costs to the Litigating Subdivision or its Attorney, the MDL Cost and Expense Fund Administrator shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, using the same criteria applicable to all applicants to the Subdivision Cost Fund, determine what amount in costs the Litigating Subdivision or its Attorney would have been paid from the Litigating Subdivision Cost Fund if it had settled under the Distributor Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to the Settling Defendants, except that such sum shall not be greater than the amount paid under the previously settled Litigating Subdivision's settlement agreement.

5. The MDL Court shall appoint a Cost and Expense Fund Administrator, who shall develop a process and criteria, with input from participating counsel, by which to (a) determine the distribution of amounts from the MDL Expense Fund in pursuit of the claims against Settling Distributors; and (b) receive and evaluate applications from Participating Litigating Subdivisions, whether filed in Federal Court or State Court, to seek reimbursement from the Litigating Subdivision Cost Fund for eligible costs under Section II.E.2 in pursuit of the claims against the Settling Distributors. The Cost and Expense Fund Administrator shall require transparency from all applicants as to any other sources for compensating Attorneys for Litigating Subdivisions for costs incurred. The Cost and Expense Fund Administrator shall be compensated from the Fund.

6. In the event that the total amount of reimbursements from the Litigating Subdivision Cost Fund approved as reasonable by the Cost and Expense Administrator is less than the \$120,000,000, any remaining funds shall revert to the Settling Distributors.

F. *MDL Expense Fund.*

1. In Payment Year 1 of the Distributor Agreement, the Settling Distributors shall pay the following amount into the MDL Expense Fund:

MDL Expense Fund	\$40,384,615

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL Counsel for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The MDL Expense Fund will be paid directly to the MDL Cost Account, set up by MDL Order and will be administered under the ongoing jurisdiction of the MDL Court, as provided below. No funds may be used to compensate the costs incurred by Non-Participating Subdivisions or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions.

3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021, unless the Administrator determines that there are sufficient funds to cover all subdivision costs incurred prior to July 21, 2021 and that special circumstances exist to justify costs incurred following the public announcement of the Distributor Agreement.

G. *Eligibility.*

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees, including referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a

Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with input from Attorneys for Participating Litigating Subdivisions, for who should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in Section II.G, must be subject to the criteria set forth in Section II.C.4, and must be disclosed to the Fee Panel.

2. An Attorney may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and the Litigating Subdivision Cost Fund and any fund created by a past or future State Back-Stop Agreement, provided the Attorney satisfies the requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

3. An Attorney may not receive any payment from the Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:

a. The Attorney must expressly waive the enforcement against the Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund or costs from the Cost Funds. All applications for attorneys' fees or costs under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.

b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.

c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation that the Attorney could not undertake consistent with the ethics opinion referenced in Section II.I.4.

d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions. For the avoidance of doubt, this representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions represented by other Attorneys that are the result of the MDL Court's Common Benefit order.

e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision.

f. The Attorney must certify that s/he has reviewed the ethics opinion referenced in Section II.I.4 and will act in conformity with such opinion.

g. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Distributor Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.

h. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, and deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement, and for which case(s) it was signed.

i. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Distributor Agreement to be fair and will make or has made best efforts to recommend the Distributor Agreement to his or her Subdivision clients in Settling States. For the avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this Section II shall include an affirmation by the Attorney in compliance with this Section II.G.

4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision. All applications for attorneys' fees under this Section II shall include an affirmation by the Attorney of compliance with this Section II.

5. An Attorney who has filed an application under this Section II and received an award of attorneys' fees shall provide a certification of compliance this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments.

6. If, at any time, the Attorney is unable to make the representations set forth in this Section II.G.3, such representations become untrue, or the Attorney falsely represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.

7. If an Attorney has a Fee Entitlement from a Later Litigating Subdivision or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify Settling Distributors and the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement to, a Later Litigating Subdivision shall be prohibited from receiving any future funds from the Attorney Fee Fund. If an Attorney fails to notify Settling Distributors and the Fee Panel of such Fee Entitlement to a Later Litigating Subdivision, the Attorney shall be required to refund amounts previously paid.

8. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could reconsider the Attorney's eligibility.

9. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Distributor Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.

10. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the arbitration procedures outlined herein.

H. *Calculation of Amounts Due.*

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Attorney and each Participating Subdivision that applies under this Section II. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this Section II, except that the Fee Panel may receive information from the Settling Distributors (a) as to the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in Section II.C.4; and (c) such other information as Settling Distributors may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for the arbitration process consistent with this Fee Agreement and orders of the MDL Court. Such procedures may

include submission of documentary and/or other evidence, interviews with applicants and/or other counsel (including counsel for Settling Distributors) that the Fee Panel deems appropriate, and/or other means of creating a record upon which fee awards will be based.

3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in Section II.G of this Fee Agreement and the criteria set forth in Section II. In addition, the Fee Panel will give consideration in regard to Common Benefit awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):

- a. The Attorney's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Attorney's financial commitment to such Qualifying Representations. Claimed "*time*" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;
- b. The novelty, time, and complexity of the Qualifying Representations;
- c. The skill requisite to perform legal services properly and undesirability of the case;
- d. The preclusion of other employment by the Attorney due to time dedicated to Qualifying Representations;
- e. The "*common benefit*," if any alleged to have been conferred by the Attorney and whether such common benefit work product by that Attorney was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that for any Attorney claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;
- f. Any "*common detriment*," as set forth in Section II.C.4.
- g. Any contingent fee agreements or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);
- h. The experience, reputation, and ability of the Attorney;

- i. Whether the Attorney's clients brought Released Claims against Released Entities;
- j. The status of discovery in cases primarily handled by the Attorney;
- k. The nature of any work by the Attorney on "*bellwether*" cases or cases that were similarly active in litigation;
- l. Any pressure points successfully asserted by the Attorney in cases against Settling Distributors or any risk for Settling Distributors created by the Attorney in cases against them;
- m. Any risk for defendants created by applicants in cases against the Settling Distributors;
- n. Successful and unsuccessful motion practice in cases worked on by the Attorney;
- o. The date of filing of any cases filed by the Attorney;
- p. Obtaining consolidation of the litigation in the Attorney's jurisdiction;
- q. The number and population of entities represented by the Attorney and the fees that would have been awarded under extinguished contingent fee arrangements;
- r. Whether the Attorney's clients brought claims against the Settling Distributors;
- s. Whether the Attorney has had a leadership role in the litigation, whether in state or federal court;
- t. Whether the Attorney has had a leadership role in any negotiations aimed at resolving the litigation;
- u. Whether the Attorney's cases have survived motions to dismiss;
- v. The extent to which the Attorney contributed to the work product user for the common benefits of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;
- w. The extent to which litigation was done prior to and contributed to completion of settlement negotiations, as distinct from litigation that was done litigating after the announcement of the Distributor Agreement, such latter

litigation both being of less value and potentially resulting a common detriment to the settlement process; and

x. Any other factors that the Fee Panel finds to be appropriate to consider after input from applicants to the Attorney Fee Fund.

4. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Attorney seeking compensation from the Attorney Fee Fund, procedures shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Attorney shall, at a minimum, require each Attorney to:

a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;

b. Identify all Subdivisions in both Settling and Non-Settling States with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;

c. Identify which of those Subdivisions are Participating Subdivisions and which are not;

d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;

e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund; and

f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters.

Notwithstanding Sections II.H.4.a-f above, the Panel may consider a supplemental application if the Attorney shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award. Examples would include, but are not limited to, an Attorney having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or the Participation Tier or an Allocation Agreement is reached.

5. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):

a. Review the applications of all Attorneys seeking compensation from the Common Benefit Fund, including determining eligibility for each Attorney as set forth in Section II.G.

b. Reduce, on an annual basis, the Distributor's payment obligations, as set forth in Section II.C.6. The Panel shall inform the Settling Distributors and the MDL PEC of all such amounts and adjust the Settling Distributors' payment obligations accordingly.

c. Using criteria set forth in Sections II.C and II.G, allocate amounts from the Common Benefit Fund to eligible Attorneys, including payment amounts for each Payment Year. In making such allocations (regardless of the Participation Tier achieved), the Panel shall apply the principles set forth in Section II.C.4 and shall allocate any reduction in the payments of Settling Distributors specified in Section II.C.6 to the amounts paid to Attorneys with a Fee Entitlement to Litigating Subdivisions that are not Participating Subdivisions.

6. With respect to the Contingency Fee Fund, the Fee Panel shall:

a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in Section II.G.

b. Apply the Mathematical Model in Exhibit A.

c. Use such allocations to reduce payments, on an annual basis, the payment obligations of the Settling Distributors to the Attorney Fee Fund as set forth in Section II.D.4, and distributions therefrom, and inform the Settling Distributors and MDL PEC of all such adjustments.

7. To the extent that there is a dispute about the calculations of the Fee Panel related to the amounts that Settling Distributors are required to pay (including application of any reductions or offsets under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.

8. For purposes of determination of fee or cost awards, allocations, reductions and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee or cost award at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).

9. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision or allocates cost to such Participating Litigating Subdivision and that Subdivision is in a

Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

I. *Miscellaneous.*

1. The costs associated with the Fee Panel prior to the Effective Date of this Fee Agreement shall be funded by Settling Distributors. The Fee Panel shall charge an hourly rate that has been previously approved by a federal or state court and shall provide a budget and a cap for such work prior to the Effective Date, which shall be approved by Settling Distributors and such approval shall not be unreasonably withheld. Settling Distributors shall receive a refund for any such payment of pre-Effective Date costs from interest that accrues on the monies in the Attorney Fee Fund (including interest that accrues during such time as the Attorney Fee Fund monies are in escrow prior to the Effective Date of the Distributor Agreement), up to the amount of such costs. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Settling Distributors. The costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the MDL Expense Fund and the Litigating Subdivision Cost Fund and shall not be otherwise funded by Settling Distributors.

2. The MDL PEC will seek, and the Attorneys General for Settling States and the Settling Distributors will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or paid in a case otherwise under the jurisdiction of the MDL Court.

3. The MDL PEC shall provide to Settling Distributors information they have that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or to having signed a Participation Agreement.

4. The MDL PEC shall retain ethics counsel of its choice to provide an opinion that addresses the compliance of its ethical obligations, as it relates to the Distributor Agreement. Such opinion shall address the issue of the potential conflict of interest for an Attorney that had represented a Participating Subdivision also representing a Later Litigating Subdivision as defined in the Distributor Agreement. This Section II.I shall be enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The opinion shall be provided to the Settling Distributors as soon as it is completed and, in any event, prior to July 31, 2021 and shall be disseminated to counsel eligible to apply to the Attorney Fee Fund within 30 days of the announcement of the Distributor Agreement. The MDL PEC represents that it will comply with this opinion until the Reference Date and thereafter if the Distributor Agreement proceeds. The cost of such expert work done

prior to the Effective Date of the Distributor Agreement shall be funded by Settling Distributors.

5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as secret under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents). However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

III. Miscellaneous.

A. *Termination.* If the Distributor Agreement does not proceed past the Reference Date, whether because the Settling Distributors do not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Settling Distributors shall have no obligation to make any payments under this Fee Agreement, and the Settling Distributors and the MDL PEC shall take such steps as are necessary to restore the status quo ante.

B. *MDL Court Consideration.* This Fee Agreement shall be attached as an exhibit to the Distributor Agreement. This Fee Agreement shall also be submitted jointly by the Settling Distributors and the MDL PEC to the MDL Court for approval pursuant to the motion that shall be attached, prior to the Preliminary Agreement Date of the Distributor Agreement, to this Fee Agreement as Exhibit B.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Settling Distributors under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in Section II.C.4, or any other material change to the draft Order attached as part of Exhibit B or the terms of this Fee Agreement, the Settling Distributors and the MDL PEC shall meet and confer concerning such changes.

2. If the Settling Distributors and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement in the event discussed in Section III.B.1, this Fee Agreement shall be null and void, Settling Distributors shall have no obligation to make any payments under this Fee Agreement, and the Settling Distributors and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.

C. *Amendment.* Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of the Settling Distributors and the MDL PEC and (2) approval by the MDL Court.

D. *Jurisdiction and Enforcement.* The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of the Settling Distributors as set forth in this Fee Agreement, and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or

allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against the Settling Defendants, including data and documents, depositions, expert reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this Section III.D authorizes the MDL Court to act contrary to this Fee Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Distributor Agreement.

Description of Mathematical Model for the Allocation of the Contingency Fee Funds

Distributor Settlement Agreement and Janssen Settlement Agreement

This document describes the Mathematical Model for allocation of the Contingency Fee Fund described in Exhibit R (Agreement of Attorney's Fees, Expenses and Costs) to the Distributor Settlement Agreement and the Janssen Settlement Agreement, respectively.¹⁸ Awards of fees from the Contingency Fee Funds shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the corresponding agreements.¹⁹ A Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a counsel to participate. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculations.

In general terms, allocation of the Contingency Fee Fund shall be made by (1) determining the amount of the Settlement Fund that is attributable to each Litigating Subdivision; (2) making certain adjustments to these amounts based on when the Subdivision filed suit and the terms of the applicable fee contract; and (3) dividing the Contingency Fee Fund proportionately among counsel for each Participating Litigating Subdivision based on the amounts calculated in subpart 2.

Each Settling Defendant is responsible only for its own share of payments.²⁰ In other words, to collect a fee award from the Contingency Fee Fund against a Settling Defendant, the Participating Litigating Subdivision must have named the Settling Defendant in its lawsuit. The total amount of the Contingency Fee Fund in the Distributor Settlement Agreement is \$516,923,077.²¹ Amerisource's share is \$160,246,153.97 (31.0%), Cardinal's share is \$159,729,230.89 (30.9%), and McKesson's share is \$196,947,692.46 (38.1%). The total amount of the Contingency Fee Fund in the Janssen Settlement Agreement is \$123,076,923.²²

More specifically, allocation of each Settling Defendant's share of the corresponding Contingency Fee Fund shall be made according to the following steps. These steps must be performed separately for each Settlement Agreement, and each Defendant is responsible for paying only its share of the Contingency Fee Fund. These calculations are made only for purpose of determining the percentage share of the Contingency Fee Fund that Attorneys for each Participating Litigating Subdivision should receive, *not* for determining the dollar amount each Subdivision will receive.

¹⁸ See Distributor Settlement Agreement, Exhibit R § II.B.3; Janssen Settlement Agreement, Exhibit R § II.B.3.

¹⁹ Distributor Settlement Agreement, Exhibit R § II.B.3; Janssen Settlement Agreement, Exhibit R § II.B.3

²⁰ Distributor Settlement Agreement, Exhibit R § II.A.5.

²¹ Distributor Settlement Agreement, Exhibit R § II.D.1.

²² Janssen Settlement Agreement, Exhibit R § II.D.1.

- (1) For each Settling State, attribute 50% of the settlement funds for that State to its Subdivisions according to the Subdivision Allocation Percentage in Exhibit G to the Distributor Settlement Agreement or Janssen Settlement Agreement, as appropriate.

Illustrative example for the Distributor Agreement:

- Assume that State A is allocated 1.00000% of the \$18,554,013,691.11 Restitution/Abatement amount [see Exhibit M of the Agreement].
- 50% of the 1% share allocated to State A is \$92,770,068.46.
- Assume that, per Exhibit G of the Agreement, the Subdivision Allocation Percentage for City B in State A is 1.00000000%.
- For purposes of determining its counsel's share of the Contingency Fee Fund, City B is attributed 1.00000000% of \$92,770,068.46, or \$927,700.68.

- (2) Adjust the amounts in paragraph 1 as follows:

- a. *Upward Adjustment for Early Filers.* Increase the amount calculated in paragraph 1 above by 10% for any Litigating Subdivision that named the defendant(s) in a suit before December 5, 2017, the date the National Prescription Opiate Litigation MDL was formed. This adjustment must be done individually for each defendant. If the Litigating Subdivision did not name a Settling Defendant in a suit before January 1, 2021, then fees from the Contingency Fee Fund for that defendant will not be awarded to Attorneys with otherwise Qualifying Representations of that Participating Litigating Subdivision.

Illustrative Example:

- Assume City C is attributed \$1,000,000 under paragraph 1 above.
 - If City C named the defendant(s) before 12/5/2017, the attributed amount would be adjusted to \$1,100,000.
- b. *Determine Amount Due under Contingency Fee Contract.* Determine the amount that would be due to Attorneys with Qualifying Representations of each Participating Litigating Subdivision under the terms of the applicable fee contract if the Participating Litigating Subdivision were to receive the amount calculated in paragraph 2.a. This amount can be referred to as the Contingency Fee Assumption.

Illustrative Example:

Continuing the example given in paragraph 2.a, if Attorneys have a 20% contingency fee contract with City C for the relevant litigation, the amount calculated in this step would be 20% of \$1,100,000, or \$220,000.

In the next step, the Contingency Fee Assumption is used to determine the percentage share of the Contingency Fee Fund due to Attorneys for each Participating Litigating Subdivision.

(3) Divide the Contingency Fee Fund proportionately among Attorneys for each Participating Litigating Subdivision in two ways:

- a. *National Fee Pool Calculation.* Determine each Litigating Subdivision's percentage share of all amounts due under contingency fee contracts nationwide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions. Then multiply that percentage by the Contingency Fee Fund to figure each Subdivision's dollar share of the Contingency Fee Fund (but only for Settling Defendants the Subdivision timely named in a lawsuit).²³

Illustrative example for Distributor Settlement Agreement:

- $\$220,000$ [from para. 2.b] $\div$ $\$1,800,000,000$ [total amount owed under contingency fee contracts nationwide] = 0.012222% ²⁴
- $0.012222\% \times \$516,923,077.32$ [Contingency Fee Fund] = $\$63,179.49$

- b. *Separate State Fee Pools Calculation.* Determine each Litigating Subdivision's percentage share of all amounts due under contingency fee contracts statewide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions in the same State. Then multiply that percentage by the portion of the Contingency Fee Fund that corresponds to that State's Overall Allocation Percentage, shown in Exhibit F of the relevant Settlement Agreement, to figure each Subdivision's dollar share of the Contingency Fee Fund (but only for Settling Defendants the Subdivision timely named in a lawsuit).

Illustrative example for Distributor Settlement Agreement:

- $1\% \times \$516,923,077.32 = \$5,169,230.77$ [amount of the Contingency Fee Fund corresponding to State A]

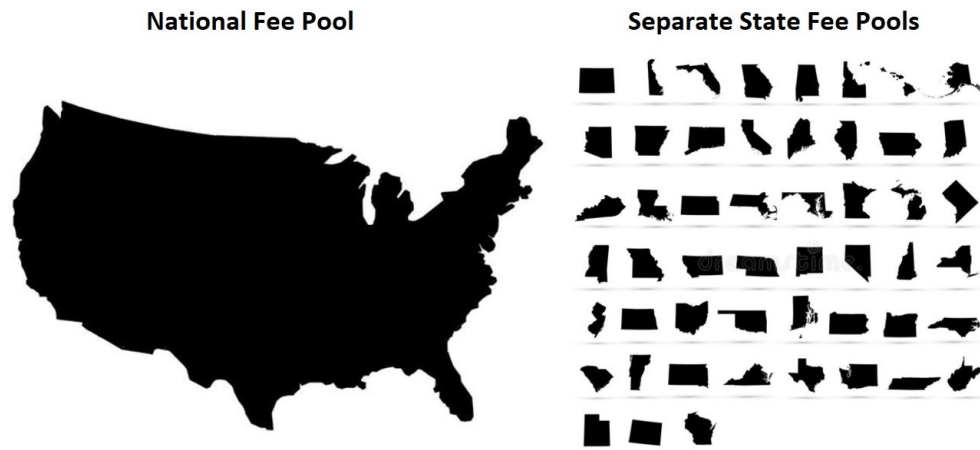
²³ Because a few Litigating Subdivisions named only one or two of the Distributors in a lawsuit before January 1, 2021, each Subdivision's share of the Contingency Fee Fund is slightly different for each distributor. Therefore, under the Distributor Settlement Agreement, the calculations described in this step need to be made separately for each Settling Defendant. It is shown in a single calculation here for ease of illustration only.

²⁴ In this example, \$1.8 billion is the amount theoretically owed under all contingency fee contracts for litigation against distributors as calculated in paragraph 2.b. This amount is illustrative only; the actual amount will not be known until all litigating subdivisions are identified and the terms of all of their contingency fee contracts are collected.

- Assume a total of \$17,600,000 is owed under contingency fee contracts for State A.
- $\$220,000$ [from para. 2.b] $\div$ $\$17,600,000 = 1.25\%$
- $1.25\% * \$5,169,230.77 = \$64,615.38$

The award of fees to Attorneys with Qualifying Representations of Participating Litigating Subdivisions will be the average of the final amounts calculated in paragraphs 3.a and 3.b above.²⁵

Paragraph 3.a represents allocation based on a proportional share of a National Fee Pool, while paragraph 3.b represents allocation based on a proportional share of the Separate State Fee Pools. In other words, for the National Fee Pool described above in paragraph 3.a, the contingency fee contract rate is compared to all other contingency fee contract rates in the nation. For the Separate State Fee Pools described above in paragraph 3.b, the contingency fee contract terms are compared to the other contingency fee contract terms in that same State. The National Fee Pool and the Separate State Fee Pools are given equal weighting. This is illustrated below.



Using the first methodology, Attorneys for two Subdivisions in different States with the same amount calculated under paragraph 2.b would be assigned the same amount under paragraph 3.a. Using the second methodology, Attorneys for the same two Subdivisions would be assigned different amounts under paragraph 3.b because they are in different States. Specifically, the Subdivision in the State with a smaller proportion of Participating

²⁵ The model also enforces a maximum fee award of 20% of the amount calculated in 2.b. This rule is designed to prevent windfalls by addressing over-allocation in a small number of states with relatively few Litigating Subdivisions. An estimated 97% of Qualifying Representations are not impacted this rule. The description in this document of the Mathematical Model is by necessity an abstraction; the precise contours of the calculations are defined in the model itself.

Litigating Subdivisions would be allocated more than the Subdivision in the State with a greater proportion of Participating Litigating Subdivisions.

EXHIBIT S

Agreement on the State Outside Counsel Fee Fund

1. **Creation of a State Outside Counsel Fee Fund.** The Settling Distributors and the Settling States agree to the creation of a state outside counsel fee fund to pay reasonable attorneys' fees of Settling States which have retained outside counsel in connection with litigation against the Settling Distributors (such fund, the "*State Outside Counsel Fee Fund*").

2. **State Outside Counsel Fee Fund Administration.** The State Outside Counsel Fee Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Cost Fund, and the MDL Expense Fund. A committee of Attorneys General shall oversee the State Outside Counsel Fee Fund (the "*Fee Fund Committee*"). The Fee Fund Committee shall initially consist of the following States: (a) Delaware; (b) Florida; (c) Georgia; (d) Indiana; (e) Michigan; (f) Ohio; and (g) Rhode Island. The Fee Fund Committee shall select a settlement fund administrator, who may or may not be different from the Settlement Fund Administrator (the "*Fee Fund Administrator*") and who shall administer the State Outside Counsel Fee Fund according to the guidelines and directives of the Fee Fund Committee.

3. **State Outside Counsel Fee Eligibility.** To receive any amount from the State Outside Counsel Fee Fund, an outside counsel to a Settling State must have filed and maintained an action in the name of a Settling State or its Attorney General against a Settling Distributor in a state or federal court as of June 1, 2021. No Settling State shall receive funds from both the State Outside Counsel Fee Fund and the Additional Restitution Amount as set forth in Section IX.

4. **State Outside Counsel Fee Fund Amount.** The Settling Distributors shall pay funds into the State Outside Counsel Fee Fund according to the schedule set forth below, subject to any suspensions, offsets, reductions, or adjustments provided for in the Agreement or described below:

Payment Year 1 Payment Date	\$136,044,379
Payment Year 2 Payment Date	\$129,230,769
Payment Year 3 Payment Date	\$17,417,160

5. **State Outside Counsel Fee Fund Availability and Calculation of Amount.**
- The State Outside Counsel Fee Fund shall be available to compensate private outside counsel for Settling State Attorneys General for approved fees arising out of representation of the Settling State pursuant to the schedule developed by the Fee Fund Committee and provided to the Settling Distributors.
 - Fees shall be calculated by adding two components: (a) a fixed amount consisting of fifty percent (50%) of the amount allocated to a Settling State pursuant to Exhibit F multiplied by 4.5%; and (b) a proportional percentage of the remaining fee due under that Settling State's contract assuming that fifty

percent (50%) of the Settling State's recovery is allocable to a Settling State (rather than allocable to the Settling State's Participating Subdivisions) so that the fees of all Settling States (minus the fixed amount that would have been allocated to any Non-Settling States had they become Settling States) exhausts the State Outside Counsel Fee Fund. The proportional share percentage will be the same for each Settling State included in the State Outside Counsel Fee Fund. All amounts paid will be less any costs or fees of the Fee Fund Administrator.

6. Payment by the Fee Fund Administrator.

- a. If a Settling State's outside counsel agrees that the amount calculated in Paragraph 5 above either satisfies in full or exceeds the amounts owed to all such Settling State's outside counsel, then upon written notice waiving all entitlement to any additional fee, the Fee Fund Administrator shall pay that Settling State's outside counsel the amount that satisfies the Settling State's obligation in full and, in no event more than (i) such obligation or (ii) the amount pursuant to the calculation and any schedule created by the Fee Fund Committee.
- b. If a Settling State's outside counsel does not agree that the amount calculated in Paragraph 5 above either satisfies in full or exceeds the amounts owed by the Settling State, then the Settling State's share shall be placed in an interest-bearing escrow account (less reasonable expenses of the Fee Fund Administrator) and held unless and until the Settling State and its outside counsel agree in a signed writing to a resolution of the amount outstanding or there is a final judgment entered that is no longer appealable.
- c. Upon being provided a signed, written agreement or the final non-appealable judgment, the Fee Fund Administrator shall release monies from the State Outside Counsel Fee Fund in either the amount held by the Fee Fund Administrator, if the amount of the agreement or judgment is equal to or more than the amount held, or the amount indicated in the agreement or in the final judgment, if the amount in the agreement or judgment is less than the amount held.
- d. Nothing herein, including the amounts listed in paragraph 5 above, shall prevent a Settling State from arguing in any proceeding with its outside counsel that (i) its recovery was less than fifty percent (50%) of the recovery in the Settlement Agreement down to and including fifteen percent (15%) of the total recovery; (ii) any payment should be discounted by an appropriate discount rate commensurate to the risk of the Settlement Agreement and the timeline that the Settling State is receiving its payments; (iii) the settlement amount should be lower because the amount a Settling State receives was reduced because such Settling State's outside counsel failed to obtain joinder from a Settling State's Subdivision(s) that the outside counsel also

represented; or (iv) any limitation placed by the Settling Distributors bars payment of a higher fee to outside counsel.

- e. In the event the amount due to the Settling State's outside counsel from an escrow account is less than the total amount of funds escrowed on the account of the Settling State, the balance shall be paid to the Settling State. In no event, other than a State becoming a Non-Settling State, shall funds revert to a Settling Distributor.
- f. Amounts owed by Settling Distributors to the State Outside Counsel Fee Fund shall be reduced and/or credited to Settling Distributors by amounts allocated on the above-mentioned schedule for outside counsel in Non-Settling States.

7. Reversion or Reduction of Amounts owed to Non-Settling States. Amounts owed by Settling Distributors to the State Outside Counsel Fee Fund shall be reduced proportionally across payments owed by the Settling Distributors by amounts allocated to the fixed amount on the below schedule for outside counsel in the event that a listed State becomes a Non-Settling State. In the event the Fee Fund Administrator receives part or all of the fixed amount due to a Non-Settling State from a Settling Distributor, the Fee Fund Administrator shall return the amount allocable to that Non-Settling State's fixed amount to the Settling Distributor.

State	Distributor Allocation %	Distributor Payment Amount	State Share	Contract Rate	Full Contract Amount	Fixed Amount
Alabama	1.6419%	\$312,711,699.09	\$156,355,849.55	TIPAC	\$18,201,265.32	\$7,036,013.23
Alaska	0.2585%	\$49,223,759.07	\$23,611,879.53	20%	\$4,922,375.91	\$1,107,534.58
Arkansas	0.9663%	\$184,044,819.65	\$92,022,409.82	TIPAC	\$8,101,120.49	\$4,141,008.44
Delaware	0.49%	\$93,322,747.66	\$46,661,373.83	21%	\$9,798,888.50	\$2,099,761.82
Florida	7.0259%	\$1,338,112,237.57	\$669,056,118.79	TIPAC	\$36,952,805.94	\$30,107,525.35
Georgia	2.7882%	\$531,024,939.66	\$265,512,469.83	8%	\$21,240,997.59	\$11,948,061.14
Hawaii	0.3418%	\$65,103,946.38	\$32,551,973.19	17%	\$5,533,835.44	\$1,464,838.79
Idaho	0.5254%	\$100,070,766.60	\$50,035,383.30	10%	\$5,003,538.33	\$2,251,592.25
Indiana	2.2169%	\$422,215,856.62	\$211,107,928.31	TIPAC	\$14,055,396.42	\$9,499,856.77
Kentucky	2.093%	\$398,614,767.86	\$199,307,383.93	TIPAC	\$12,215,369.20	\$8,968,832.28
Michigan	3.402%	\$647,928,460.07	\$323,964,230.04	12%	\$38,875,707.60	\$14,578,390.35
Mississippi	0.8899%	\$169,482,650.39	\$84,741,325.19	TIPAC	\$7,737,066.26	\$3,813,359.63
Montana	0.3422%	\$65,166,981.56	\$32,583,490.78	20, 18, and 15% by amount	\$5,916,934.37	\$1,466,257.09
Nevada	1.2487%	\$237,815,036.99	\$118,907,518.50	19%	\$22,592,428.52	\$5,350,838.33
New Hampshire	0.6259%	\$119,200,348.62	\$59,600,174.31	27%	16,092,047.06	\$2,682,007.84
New Mexico	0.8557%	\$162,975,902.53	\$81,487,951.27	24%	\$19,557,108.30	\$3,666,957.81
Ohio	4.3567%	\$829,751,250.63	\$414,875,625.32	TIPAC	\$24,243,781.27	\$18,669,403.14
Oklahoma	1.5832%	\$301,519,407.96	\$150,759,703.98	25%	\$37,689,926.00	\$6,784,186.68
Puerto Rico	0.7263%	\$138,330,459.13	\$69,165,229.57	25%	\$17,291,307.39	\$3,112,435.33
Rhode Island	0.4896%	\$93,239,095.60	\$46,619,547.80	17%	\$7,925,323.13	\$2,097,879.65
South Carolina	1.5835%	\$301,577,078.44	\$150,788,539.22	TIPAC	\$21,781,541.57	\$6,785,484.26
South Dakota	0.217%	\$41,327,454.40	\$20,663,727.20	12%	\$2,479,647.26	\$929,867.72

DISTRIBUTORS' 9.3.21
EXHIBIT UPDATES

Utah	1.1889%	\$226,438,902.67	\$113,219,451.34	TIPAC Modified by K	\$2,714,389.03	\$2,714,389.03
Vermont	0.2844%	\$54,169,670.90	\$27,084,835.45	TIPAC	\$4,958,483.55	\$1,218,817.60
Washington	2.3189%	\$441,644,189.13	\$220,822,094.57	Statute	\$10,900,000	\$9,936,994.26

EXHIBIT T

Agreement on the State Cost Fund Administration

1. **Creation of a State Cost Fund.** The Settling Distributors and the Settling States agree to the creation of a state cost fund to pay litigation costs and expenses associated with litigation and investigation related to the opioid litigation (such fund, the "*State Cost Fund*"). The State Cost Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Counsel Fee Fund, and the MDL Expense Fund.
2. **State Cost Fund Amount and to Whom Owed.** On the Payment Date of Payment Year 1, the Settling Distributors shall pay into the State Cost Fund \$56,538,461.00 (the "*State Cost Fund Amount*"). No funds may be released from the State Cost Fund to Non-Settling States.
3. **State Cost Fund Committee.** A committee of Attorneys General or their designated representatives (such committee, the "*State Cost Fund Committee*") shall oversee the State Cost Fund. The committee shall initially consist of the following States: (a) Delaware; (b) Florida; (c) Georgia; (d) New York; (e) North Carolina; (f) Ohio; (g) Tennessee; and (h) Texas. The Attorneys General may by majority vote add or change the composition of the State Cost Fund Committee, including replacing any above State, if that State is not a Settling State.
4. **State Cost Fund Administrator.** The State Cost Fund Committee shall select an administrator (the "*State Cost Fund Administrator*"). The State Cost Fund Administrator may or may not be different from the Settlement Fund Administrator. The State Cost Fund Administrator shall administer the State Cost Fund and direct payments to Settling States.
5. **State Cost Fund Guidelines.** Monies in the State Cost Fund shall be released without any delay to reimburse Settling States for documented costs incurred or paid in connection with litigation and investigation related to the opioid litigation. In allocating the State Cost Fund, no funds shall be allocated for costs incurred after July 21, 2021. The State Cost Fund Committee shall establish guidelines for the submission and approval of expenses eligible for reimbursement from the State Cost Fund. The State Cost Fund Administrator shall, in accordance with such guidelines, receive from Settling States records sufficient to demonstrate the incurrence and payment of each expense attributable to litigation or investigation related to the opioid litigation, including any outstanding National Association of Attorneys General grant.
6. **State Cost Fund Payment Priorities and Residual.** To the extent the aggregate eligible submissions of costs and expenses from Settling States exceed the State Cost Fund Amount, payments to Settling States shall be paid in the order described in this section until the State Cost Fund is exhausted. If the State Cost Fund is unable to fully pay costs at any of the following levels, then Settling States with costs at that level shall be paid on a proportional basis. All expenses with a lesser priority from the level where the State Cost Fund is exhausted will not be reimbursed from the State Cost Fund. Costs shall be paid in the following order of priority:

(a) the reasonable costs of the State Cost Fund Administrator, if any; (b) repayment of the National Association of Attorneys General grants connected to opioid litigation; (c) costs incurred or paid by outside counsel for a Settling State litigating against the Settling Distributors apart from any fee owed; (d) litigation-related costs attributable to the Settling Distributors incurred or paid by a Settling State litigating against the Settling Distributors; and (e) pre-suit investigation-related costs attributable to the Settling Distributors incurred or paid by either a Settling State outside counsel (not including any amount of fees or any costs which have already been reimbursed pursuant to clause (c), above) or a Settling State investigating the Settling Distributors. If the State Cost Fund has additional monies after payment of the State Cost Fund Administrator's and all Settling States' submitted costs, then the remaining funds will be provided to the National Association of Attorneys General to be placed in the Financial Services Fund for the purpose of funding grants for consumer protection- or healthcare-related enforcement or training activities. In determining what costs are attributable to the Settling Distributors, the State Fund Committee shall develop a guideline that ensures that all Settling States are treated equitably.

EXHIBIT U

ABC IRS Form 1098-F

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☐ VOID

☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS]		1 Total amount required to be paid \$ 6,379,375,013.53	OMB No. 1545-2284 Form 1098-F (Rev. December 2019) For calendar year <u>2021</u>	Fines, Penalties, and Other Amounts
		2 Restitution/remediation amount \$ 5,839,378,859.97		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 23-3079390	3 Compliance amount \$	4 Date of order/agreement XX/XX/2021	Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
PAYER'S name AmerisourceBergen Corporation		5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		
Street address (including apt. no.) 1 West First Avenue		6 Case number No. 1:17-MD-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		
City or town, state or province, country, and ZIP or foreign postal code Conshohocken, PA 19428		7 Name or description of matter/suit/agreement National Prescription Opiate Litigation		
		8 Code A, B, I		

Form **1098-F** (Rev. 12-2019)

Cat. No. 71382B

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Department of the Treasury - Internal Revenue Service

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EXHIBIT V

Cardinal IRS Form 1098-F

0303		☐ VOID ☐ CORRECTED			
FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS]		1 Total amount required to be paid \$ 6,358,796,384.46	OMB No. 1545-2284 Form 1098-F (Rev. December 2019)	Fines, Penalties, and Other Amounts	
		2 Restitution/remediation amount \$ 5,820,542,153.63	For calendar year 20 <u>21</u>		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 31-0958666	3 Compliance amount \$	4 Date of order/agreement XX/XX/2021	Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.	
PAYER'S name Cardinal Health, Inc. and consolidated subsidiaries		5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].			
Street address (including apt. no.) 7000 Cardinal Place		6 Case number No. 1:17-MD-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].			
City or town, state or province, country, and ZIP or foreign postal code Dublin, Ohio 43017		7 Name or description of matter/suit/agreement National Prescription Opiate Litigation			
		8 Code A, B, I			

Form **1098-F** (Rev. 12-2019) Cat. No. 71382B www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service

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EXHIBIT W

McKesson IRS Form 1098-F

0303

☐ VOID ☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS]		1 Total amount required to be paid \$ 7,840,457,678.30	OMB No. 1545-2284 Form 1098-F (Rev. December 2019)	Fines, Penalties, and Other Amounts
		2 Restitution/remediation amount \$ 7,176,784,986.23	For calendar year 20 21	
FILER'S TIN XX-XXXXXXX	PAYER'S TIN XX-XXXXXXX	3 Compliance amount \$	4 Date of order/agreement XX/XX/2021	Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
PAYER'S name McKesson Corporation		5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		
Street address (including apt. no.) 6535 N. State Highway 161		6 Case number No. 1:17-MD-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].		
City or town, state or province, country, and ZIP or foreign postal code Irving, TX 75039		7 Name or description of matter/suit/agreement National Prescription Opiate Litigation,		
		8 Code A, B, I		

Form **1098-F** (Rev. 12-2019)

Cat. No. 71382B

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EXHIBIT X

Severity Factors

State	Severity Factor
Alabama	108.5243%
Alaska	107.8614%
American Samoa	102.7639%
Arizona	107.7129%
Arkansas	103.2818%
California	82.8688%
Colorado	95.2263%
Connecticut	121.0971%
Delaware	155.5946%
District of Columbia	88.3270%
Florida	107.9604%
Georgia	86.6675%
Guam	96.8019%
Hawaii	77.1051%
Idaho	93.0570%
Illinois	86.6318%
Indiana	108.6768%
Iowa	78.2056%
Kansas	89.6374%
Kentucky	150.0126%
Louisiana	105.2878%
Maine	132.7534%
Maryland	115.2160%
Massachusetts	110.3001%
Michigan	112.4239%
Minnesota	75.9148%
Mississippi	96.7243%
Missouri	107.8496%
Montana	99.7815%
N. Mariana Islands	100.2421%
Nebraska	71.9045%
Nevada	130.5519%
New Hampshire	144.4997%
New Jersey	102.3701%
New Mexico	128.9295%

DISTRIBUTORS' 9.3.21
EXHIBIT UPDATES

New York	91.4472%
North Carolina	102.2754%
North Dakota	76.0864%
Ohio	123.0063%
Oklahoma	129.3047%
Oregon	108.9094%
Pennsylvania	118.2821%
Puerto Rico	73.9803%
Rhode Island	143.8802%
South Carolina	99.6801%
South Dakota	76.4482%
Tennessee	129.9078%
Texas	71.6286%
Utah	119.5878%
Vermont	140.2239%
Virgin Islands	100.4396%
Virginia	88.1611%
Washington	100.5007%
Wisconsin	99.6616%
Wyoming	100.9659%

JANSSEN SETTLEMENT AGREEMENT

This settlement agreement dated as of July 21, 2021 (the “*Agreement*”) sets forth the terms of settlement between and among the Settling States, Participating Subdivisions, and Janssen (as those terms are defined below). Upon satisfaction of the conditions set forth in Sections II and VIII, this Agreement will be binding on the Settling States, Janssen, and Participating Subdivisions. This Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

I. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Abatement Accounts Fund*” means a component of the Settlement Fund described in subsection VI.E.
2. “*Additional Restitution Amount*” means the amount available to Settling States listed in Exhibit N of \$67,307,692.
3. “*Agreement*” means this agreement as set forth above, inclusive of all exhibits.
4. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Janssen.
5. “*Allocation Statute*” means a state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation, as set forth in subsection VI.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditure of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.
6. “*Annual Payment*” means the total amount payable to the Settlement Fund by Janssen on the Payment Date each year in 2023 and onward, as calculated by the Settlement Fund Administrator pursuant to Section V. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section XI.
7. “*Appropriate Official*” means the official defined in subsection XIII.E.

8. “*Attorney Fee Fund*” means an account consisting of funds allocated to pay attorneys’ fees and costs pursuant to the agreement on attorneys’ fees and costs attached as Exhibit R.
9. “*Bar*” means either (1) a ruling by the highest court of the State or the intermediate court of appeals when not subject to further review by the highest court of the State in a State with a single intermediate court of appeals setting forth the general principle that no Subdivisions or Special Districts in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Subdivisions and Special Districts in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments by Janssen incurred under the Agreement) shall not constitute a Bar.
10. “*Case-Specific Resolution*” means either (1) a law barring specified Subdivisions or Special Districts from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); (2) a ruling by a court of competent jurisdiction over a particular Subdivision or Special District that has the legal effect of barring the Subdivision or Special District from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) in the case of a Special District, a release consistent with Section IV below. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payments by Janssen incurred under the Agreement or injunctive relief obligations incurred by it) shall not constitute a Case-Specific Resolution.
11. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert

fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

12. “*Claim Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
13. “*Compensatory Restitution Amount*” means the aggregate amount of payments by Janssen hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to subsection VI.B.2 as being used to pay attorneys’ fees and investigation costs or litigation costs.
14. “*Consent Judgment*” means a state-specific consent judgment in a form to be agreed upon by the Settling States, Participating Subdivisions, and Janssen prior to the Initial Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section IV, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.
15. “*Court*” means the respective court for each Settling State to which the Agreement and the Consent Judgment are presented for approval and/or entry as to that Settling State, or the Northern District of Ohio for purposes of administering the Attorney Fee Fund and any related fee and cost agreements.
16. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Reference Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished

active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.

17. “*Designated State*” means New York.
18. “*Effective Date*” means the date sixty (60) days after the Reference Date.
19. “*Enforcement Committee*” means a committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to subsection XIII.O shall be provided when there are changes in membership or contact information.
20. “*Global Settlement Abatement Amount*” means the abatement amount of \$4,534,615,385.
21. “*Global Settlement Amount*” means \$5 billion, which shall be divided into the Global Settlement Abatement Amount, the Additional Restitution Amount, and the Global Settlement Attorney Fee Amount.
22. “*Global Settlement Attorney Fee Amount*” means the attorney fee amount of \$398,076,923.
23. “*Incentive A*” means the incentive payment described in subsection V.E.4.
24. “*Incentive B*” means the incentive payment described in subsection V.E.5.
25. “*Incentive C*” means the incentive payment described in subsection V.E.6.
26. “*Incentive D*” means the incentive payment described in subsection V.E.7.
27. “*Incentive Payment Final Eligibility Date*” means, with respect to a Settling State, the date that is the earliest of (1) three years after the Effective Date; (2) the date of completion of opening statements in a trial of any action brought by a Subdivision in that State that includes a Released Claim against a Released Entity when such date is more than two (2) years after the Effective Date; or (3) two (2) years after the Effective Date in the event a trial of an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity began after the Initial Participation Date but before two (2) years after the Effective Date.
28. “*Initial Participating Subdivision*” means a Subdivision that meets the requirements set forth in subsection VII.D.
29. “*Initial Participation Date*” means the date one hundred twenty (120) days after the Preliminary Agreement Date, unless it is extended by written agreement of Janssen and the Enforcement Committee.

30. “*Initial Year Payment*” means the total amount payable to the Settlement Fund by Janssen on each of the two Payment Dates in 2022, as calculated by the Settlement Fund Administrator pursuant to Section V. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section XI.
31. “*Injunctive Relief Terms*” means the terms described in Section III and set forth in Exhibit P.
32. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
33. “*Later Litigating Special District*” means a Special District (or Special District official asserting the right of or for the Special District to recover for alleged harms to the Special District and/or the people thereof) that is not a Litigating Special District and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Preliminary Agreement Date. It may also include a Litigating Special District whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Special District takes any affirmative step in its lawsuit other than seeking a stay or removal.
34. “*Later Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that is not a Litigating Subdivision and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Trigger Date. It may also include a Litigating Subdivision whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Subdivision takes any affirmative step in its lawsuit other than seeking a stay or removal.
35. “*Later Participating Subdivision*” means a Participating Subdivision that meets the requirements of subsection VII.E but is not an Initial Participating Subdivision.
36. “*Litigating Special District*” means a Special District (or Special District official) that brought any Released Claims against any Released Entities on or before the Preliminary Agreement Date that were not separately resolved prior to that date. A list of Litigating Special Districts will be agreed to by the parties and attached hereto as of the Preliminary Agreement Date.
37. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claim against any Released Entity prior to the Trigger Date that were not separately resolved prior to that

Trigger Date. A Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of the Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

- 38. “*National Arbitration Panel*” means the panel described in subsection XII.F.
- 39. “*National Disputes*” means the disputes described in subsection XII.F.
- 40. “*Non-Litigating Special District*” means a Special District that is neither a Litigating Special District nor a Later Litigating Special District.
- 41. “*Non-Litigating Subdivision*” means a Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.
- 42. “*Non-Participating Subdivision*” means a Subdivision that is not a Participating Subdivision.
- 43. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- 44. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- 45. “*Non-Released Entity*” means an entity that is not a Released Entity.
- 46. “*Non-Settling State*” means a State that is not a Settling State.
- 47. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.
- 48. “*Overall Allocation Percentage*” means a Settling State’s percentage as set forth in Exhibit F. The aggregate Overall Allocation Percentages of all States (including Settling States and Non-Settling States) shall equal 100%.
- 49. “*Participating Special District*” means a Special District that executes a release consistent with Section IV below and meets the requirements for becoming a Participating Special District under Section VII.

50. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions. Subdivisions eligible to become Participating Subdivisions are listed in Exhibit G. A Settling State may add additional Subdivisions to Exhibit G at any time prior to the Initial Participation Date.
51. “*Participation Tier*” means the level of participation in this Agreement as determined pursuant to subsection VIII.C using the criteria set forth in Exhibit H.
52. “*Parties*” means Janssen and the Settling States (each, a “*Party*”).
53. “*Payment Date*” means the date on which Janssen makes its payments pursuant to Section V and Exhibit M.
54. “*Payment Year*” means the calendar year during which the applicable Initial Year Payments or Annual Payments are due pursuant to subsection V.B. Payment Year 1 is 2022, Payment Year 2 is 2023 and so forth. References to payment “for a Payment Year” mean the Initial Year Payments or Annual Payment due during that year. References to eligibility “for a Payment Year” mean eligibility in connection with the Initial Year Payments or Annual Payment due during that year.
55. “*Preliminary Agreement Date*” means the date on which Janssen gives notice to the Settling States and MDL PEC of its determination that a sufficient number of States have agreed to be Settling States. This date shall be no more than fourteen (14) days after the end of the notice period to States, unless it is extended by written agreement of Janssen and the Enforcement Committee.
56. “*Primary Subdivision*” means a Subdivision that has a population of 30,000 or more. A list of Primary Subdivisions in each State is provided in Exhibit I.
57. “*Prior Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however,* that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, Janssen and the State of the relevant Subdivision may agree in writing that such Subdivision shall not be considered a Prior Litigating Subdivision.
58. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or

“cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “Product” includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

59. “*Reference Date*” means the date on which Janssen is to inform the Settling States and MDL PEC of its determination whether there is sufficient resolution of claims and potential claims at the Subdivision level to go forward with the settlement. The Reference Date shall be thirty (30) days after the Initial Participation Date, unless it is extended by written agreement of Janssen and the Enforcement Committee.
60. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by any Settling State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, any of its Subdivisions or Special Districts, or any Releasors (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
61. “*Released Entities*” means Janssen and (1) all of Janssen’s past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including Noramco, Inc. and Tasmanian Alkaloids PTY. LTD.; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Janssen’s insurers (solely in their role as insurers with respect

to the Released Claims); (4) all of Janssen's, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Janssen). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, the entities listed in Exhibit Q are not Released Entities; *and provided further* that any joint venture partner of Janssen or Janssen's subsidiary is not a Released Entity unless it falls within subsections (1)-(5) above. A list of Janssen's present subsidiaries and affiliates can be found at <https://johnsonandjohnson.gcs-web.com/static-files/f61ae5f3-ff03-46c1-bfc9-174947884db2>. Janssen's predecessor entities include but are not limited to those entities listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Janssen after the Reference Date is not a Released Entity.

62. “*Releasers*” means (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releaser as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form or the Election and Release Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority, which shall be attached as an exhibit to the Agreement. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in the Representation and Warranty subsection of Section IV.
63. “*Revocation Event*” means with respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a legislative amendment or a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar,

Settlement Class Resolution, or Case-Specific Resolution on Released Claims or any other action or event that otherwise deprives the Bar, Settlement Class Resolution or Case-Specific Resolution of force or effect in any material respect.

64. “*Settlement Class Resolution*” means a class action resolution in a court of competent jurisdiction in a Settling State with respect to a class of Subdivisions and Special Districts in that State that (1) conforms with that Settling State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and has become final as defined in “State-Specific Finality”; (3) is binding on all Non-Participating Subdivisions and Special Districts in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions or Special Districts may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Janssen other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than 1% of the total population of all of that State’s Subdivisions listed in Exhibit G opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.
65. “*Settlement Fund*” means the interest-bearing fund established under the Agreement into which all payments by Janssen are made other than amounts paid as attorneys’ fees and costs or identified pursuant to subsection VI.B.2 as being used to pay attorneys’ fees and costs. The Settlement Fund comprises the Abatement Accounts Fund, State Fund, and Subdivision Fund.
66. “*Settlement Fund Administrator*” means the entity that determines the Annual Payments (including calculating Incentive Payments pursuant to Section V) and any amounts subject to suspension or offset pursuant to Sections V and IX), determines the Participation Tier, and administers and distributes amounts into the Settlement Fund. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Parties shall agree to selection and removal processes for and a detailed description of the Settlement Fund Administrator’s duties, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, all of which shall be appended to the Agreement as Exhibit L.

67. “*Settlement Fund Escrow*” means the interest-bearing escrow fund established pursuant to this Agreement to hold disputed or suspended payments made under this Agreement.
68. “*Settlement Payment Schedule*” means the schedule of payments attached to this Agreement as Exhibit M. A revised Settlement Payment Schedule will be substituted for Exhibit M after any offsets, reductions, or suspensions under Sections V and IX are determined.
69. “*Settling State*” means any State that has entered the Agreement.
70. “*Special District*” means a formal and legally recognized sub-entity of a State that is authorized by State law to provide one or a limited number of designated functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts. Special Districts do not include sub-entities of a State that provide general governance for a defined area that would qualify as a Subdivision.
71. “*State*” means any state of the United States of America, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. Additionally, the use of non-capitalized “state” to describe something (e.g., “state court”) shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (e.g., “territorial court”).
72. “*State Fund*” means a component of the Settlement Fund described in subsection VI.C.
73. “*State-Specific Finality*” means, with respect to the Settling State in question:
- a. the Agreement and the Consent Judgment have been approved and entered by the Court as to Janssen, including the release of all Released Claims against Released Entities as provided in this Agreement;
 - b. for all lawsuits brought by the Settling State against Released Entities for Released Claims, either previously filed or filed as part of the entry of the Consent Judgment, the Court has stated in the Consent Judgment or otherwise entered an order finding that all Released Claims against Released Entities asserted in the lawsuit have been resolved by agreement; and
 - c. (1) the time for appeal or to seek review of or permission to appeal from the approval and entry as described in subsection (a) hereof and entry of such order described in subsection (b) hereof has expired; or (2) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described in (a) hereof and the order described in subsection (b) hereof have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no

longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

74. “*State-Subdivision Agreement*” means an agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to Participating Subdivisions in that State. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise, supplement, or refine a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O or if adopted by statute.
75. “*Statutory Trust*” means a trust fund established by state law to receive funds allocated to a State’s Abatement Accounts Fund and restrict their expenditure to Opioid Remediation purposes subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one or more of the three Settlement Funds, but this is not required.
76. “*Subdivision*” means a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivision” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. For purposes of this Agreement, the term Subdivision does not include Special Districts. A list of Subdivisions by state will be agreed to prior to any Subdivision sign-on period.
77. “*Subdivision Allocation Percentage*” means for Subdivisions in a Settling State that are eligible to receive an allocation from the Subdivision Fund pursuant to subsection VI.C or subsection VI.D, the percentage as set forth in Exhibit G. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal 100%. Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund, or upon any, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to subsection VII.A, except upon the effectiveness of any State-

Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

- 78. “*Subdivision Fund*” means a component of the Settlement Fund described in subsection VI.C.
- 79. “*Subdivision Settlement Participation Form*” means the form attached as Exhibit K that Participating Subdivisions must execute and return to the Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision.
- 80. “*Threshold Motion*” means a motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal, any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.
- 81. “*Trigger Date*” means, in the case of a Primary Subdivision, the Reference Date, or, in the case of all other Subdivisions, the Preliminary Agreement Date.

II. Participation by States and Condition to Preliminary Agreement

- A. *Notice to States.* On July 22, 2021 this Agreement shall be distributed to all States. The States’ Attorneys General shall then have a period of thirty (30) days to decide whether to become Settling States. States that determine to become Settling States shall so notify the National Association of Attorneys General and Janssen and shall further commit to obtaining any necessary additional State releases prior to the Reference Date. This notice period may be extended by written agreement of Janssen and the Enforcement Committee.
- B. *Condition to Preliminary Agreement.* Following the notice period set forth in subsection II.A above, Janssen shall determine on or before the Preliminary Agreement Date whether, in its sole discretion, enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. If Janssen determines that this condition has been satisfied, and that notice to the Litigating Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator on the Preliminary Agreement Date. If Janssen determines that this condition has not been satisfied, it will so

notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

- C. *Later Joinder by States.* After the Preliminary Agreement Date, a State may only become a Settling State with the consent of Janssen, in its sole discretion. If a State becomes a Settling State more than sixty (60) days after the Preliminary Agreement Date, but on or before January 1, 2022, the Subdivisions and Special Districts in that State that become Participating Subdivisions and Participating Special Districts within ninety (90) days of the State becoming a Settling State shall be considered Initial Participating Subdivisions or Initial Participating Special Districts. A State may not become a Settling State after January 1, 2022.

III. Injunctive Relief

- A. *Entry of Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the injunctive relief terms attached as Exhibit P.

IV. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. The Release shall be a complete bar to any Released Claim.
- B. *Claim Over and Non-Party Settlement.*

1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Settlement Agreement;
 - b. the payments made under this Settlement Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

- d. the Settlement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
 - e. The provisions of this subsection IV.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
- 2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
- 3. *Non-Party Settlement.* To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in subsection IV.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
- 4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection IV.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection IV.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Janssen:
 - a. Janssen shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Settlement Agreement, whichever is later;
 - b. Janssen and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay

more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement;

- c. That Releasor and Janssen shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement. Such steps may include, where permissible:
 - (1) Filing of motions to dismiss or such other appropriate motion by Janssen or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
 - (2) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (4) Return of monies paid by Janssen to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - (5) Payment of monies to Janssen by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (6) Credit to Janssen under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and
 - (7) Such other actions as that Releasor and Janssen may devise to hold Janssen harmless from the Claim Over.
- d. The actions of that Releasor and Janssen taken pursuant to paragraph (c) must, in combination, ensure Janssen is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement.
- e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Janssen may seek review by

the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the panel's actions do not result in Released Entities being held fully harmless, Janssen shall have a claim for breach of this Settlement Agreement by Releasors, with the remedy being payment of sufficient funds to hold Janssen harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Janssen may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under subsection IV.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Janssen shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.

- C. *General Release.* In connection with the releases provided for in the Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

- D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement,

and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

- E. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States and its Participating Subdivisions expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- F. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.
- G. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

V. Monetary Relief and Payments

A. **Structure of Payments**

- 1. All payments under this Section V shall be made into the Settlement Fund, except that where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section VI.
- 2. Janssen shall pay into the Settlement Fund the sum of Four Billion, Five Hundred Thirty-Four Million, Six Hundred Fifteen Thousand, Three Hundred Eighty-Five

Dollars (\$4,534,615,385) minus (1) the offsets and credits specified in subsection V.C below, (2) any unearned incentive payments under subsection V.E below, and (3) any adjustments under Section IX below.

3. The payments to the Settlement Fund shall be divided into base and incentive payments as provided in subsections V.D and V.E below.

B. Payment Process

1. Except as otherwise provided in this Agreement, Janssen shall make two Initial Year Payments and nine (9) Annual Payments. The Initial Year Payments will consist of base payments. The first Annual Payment shall consist of incentive payments and subsequent Annual Payments shall each consist of base and incentive payments. The amount of all Initial Year Payments and Annual Payments shall be determined by the Settlement Fund Administrator applying Section V and Exhibit M. The Payment Date for the first Initial Year Payment shall be no later than ninety (90) days after the Effective Date. The Payment Date for the second Initial Year Payment shall be no later than July 15, 2022. The Payment Date for the first Annual Payment shall be no later than one year and sixty days following the Effective Date; the Payment Date for the second Annual Payment shall be no later than two years and sixty days following the Effective Date, and so forth, until all Annual Payments are made.
2. All data relevant to the determination of each such payment shall be submitted to the Settlement Fund Administrator sixty (60) days prior to the Payment Date for each payment. Prior to the Initial Participation Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for submitting such data to the Settlement Fund Administrator prior to each Payment Date. The Settlement Fund Administrator shall then determine the Initial Year Payment or Annual Payment and the amount to be paid to each Settling State and its Participating Subdivisions, consistent with the provisions in Exhibit L, by:
 - a. determining, for each Settling State, the amount of base and incentive payments to which the State is entitled by applying the criteria in this Section;
 - b. applying any reductions, suspensions, or offsets required by Sections V and IX; and
 - c. determining the total amount owed by Janssen to all Settling States and Participating Subdivisions.
3. The Settlement Fund Administrator shall then allocate the Initial Year Payment or Annual Payment pursuant to Section VI among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions.

4. As soon as possible, but no later than fifty (50) days prior to the Payment Date for each payment and following the determination described in subsection V.B.2, the Settlement Fund Administrator shall give notice to Janssen, the Settling States, and the Enforcement Committee of the amount of the Initial Year Payment or Annual Payment, the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State's Participating Subdivisions.
5. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any party may dispute, in writing, the calculation of the Initial Year Payment or Annual Payment, or the amount to be received by a Settling State and/or its Participating Subdivisions. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.
6. Within twenty-one (21) days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the basis for disagreement with the notice of dispute.
7. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Janssen shall pay the adjusted amount as the Initial Year Payment or Annual Payment on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Janssen of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided, however* that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of base and incentive payments for that payment as set forth in Exhibit M. For the avoidance of doubt, a transfer of suspended payments from the Settlement Fund Escrow does not count toward determining whether the amount to be paid is higher than the maximum amount of base and incentive payments for that payment as set forth in Exhibit M.
8. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Janssen into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating Subdivisions receiving direct allocations within fifteen (15) days of the Payment Date or at such later time as directed by each Settling State.
9. Disputes described in this subsection (other than those for which no response is filed under subsection V.B.6) shall be resolved in accordance with the terms of Section XII.

10. The process described in this subsection V.B shall also apply to accelerated payments made pursuant to Incentive A under subsection V.E.4.
11. For the avoidance of doubt, Subdivisions not listed on Exhibit G shall not receive an allocation from the Subdivision Fund.

C. Offsets for Non-Settling States and Credits

1. An offset equal to Four Billion, Five Hundred Thirty-Four Million, Six Hundred Fifteen Thousand, Three Hundred Eighty-Five Dollars (\$4,534,615,385) times the percentage allocation assigned to each Non-Settling State in Exhibit F shall be deducted from the total amount to be paid by Janssen to the Settlement Fund under subsection V.A.2 above.
2. In addition to the offset, a credit of Two Hundred and Seventy Million Dollars (\$270,000,000) shall be deducted from the maximum Settlement Fund amount to be paid by Janssen under subsection V.A.2 above and applied to the payment amounts as specified by Exhibit M. For the avoidance of doubt, the base payments and maximum incentive payment amounts shown on Exhibit M already reflect the deduction of the offset.
3. Notwithstanding any other provision of this Agreement or any other agreement, in the event that: (1) Janssen enters into an agreement with any Settling State that resolves with finality such Settling State's Claims consistent with Section IV of this Agreement and such agreement has an effective date prior to the Effective Date of this Agreement (such agreement, a "State-Specific Agreement") and (2) pursuant to the terms of the State-Specific Agreement, any payments, or any portion thereof, made by Janssen thereunder are made in lieu of any payments (for the avoidance of doubt, including the Additional Restitution Amount), or any portion thereof, to be made under this Agreement and Janssen makes such a payment pursuant to the State-Specific Agreement, then Janssen will reduce any payments allocable to such Settling State (whether made to the Settlement Fund Escrow or the Settlement Fund) made pursuant to this Agreement to the extent such amount was already paid pursuant to the terms of the State-Specific Agreement. This provision includes but is not limited to any corresponding amounts already paid to the Qualified Settlement Fund established under the Agreement between Janssen and the State of New York dated June 25, 2021.
4. Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the payments specified in Exhibit M are reduced by the aggregate Overall Allocation Percentage of Non-Settling States as set forth in Exhibit F.

D. Base Payments

1. Janssen shall make base payments into the Settlement Fund totaling One Billion, Nine Hundred Forty-Two Million, Three Hundred Forty-Six Thousand, One Hundred Fifty-Five Dollars (\$1,942,346,155) minus the offsets and credits

specified in subsection V.C above. The base payments will be paid in accordance with the payment schedule specified by Exhibit M, subject to potential acceleration and potential deductions as provided herein.

2. The base payments will be allocated by Settling State proportionate to each Settling State's assigned percentages in Exhibit F, adjusted for any Non-Settling States.
3. If a State qualifies for Incentive A (described below), Janssen will accelerate the base payment schedule so that the State receives its Payment Year 1-4 base payment allocations and full Payment Year 1-4 Incentive A payment amounts within ninety (90) days of notice, on or after the Effective Date, of the Bar's implementation. Payment Year 5-10 payments are made annually and cannot be accelerated.
4. The exemplar payment schedule in Exhibit M does not account for deductions for offsets or unearned incentives, which will be separately calculated for each payment.

E. Incentive Payments

1. Janssen shall make incentive payments into the Settlement Fund potentially totaling up to Two Billion, Three Hundred Twenty-Two Million, Two Hundred Sixty-Nine Thousand, Two Hundred Thirty Dollars (\$2,322,269,230), consisting of \$2,109,038,461 for Incentive A (or, alternatively up to \$2,109,038,461 for combined Incentives B and C if Incentive A is not achieved) and \$213,230,769 for Incentive D, prior to being adjusted for credits if every State is a Settling State and were to satisfy the requirements specified below to earn its maximum incentive amount. The incentive payments will be paid in accordance with the payment schedule in Exhibit M, subject to potential acceleration and potential deductions as provided herein.
2. The maximum incentive amount for any Settling State shall be \$2,322,269,230 times the percentage allocation assigned that Settling State in Exhibit F.
3. A Settling State may qualify to receive incentive payments in addition to base payments if, as of the Incentive Payment Final Eligibility Date, it meets the incentive eligibility requirements specified below. Settling States may qualify for incentive payments in four ways. If a Settling State qualifies for "Incentive A," it will become entitled to receive the maximum Incentive A payment allocable to the State as stated in subsection V.E.1. If a Settling State does not qualify for Incentive A, it can alternatively qualify for "Incentive B" and/or "Incentive C." A Settling State can qualify for "Incentive D" regardless of whether it qualifies for another incentive payment. The Incentive Payment Final Eligibility Date is not relevant to Incentive D.

4. *Incentive A: Accelerated Incentive Payment for Full Participation.*
- a. A Settling State shall receive an accelerated Incentive A payment allocable to the State for full participation as described in subsection V.E.4.b.
 - b. A State qualifies for Incentive A by: (1) complete participation in the form of releases consistent with Section IV above from all Litigating Subdivisions and Litigating Special Districts, Non-Litigating Subdivisions with population over 10,000, and Non-Litigating Covered Special Districts (as defined in subsection V.E.7.e); (2) a Bar; or (3) a combination of approaches in clauses (1)-(2) that achieves the same level of resolution of Subdivision and Special District claims (e.g., a law barring future litigation combined with full joinder by Litigating Subdivisions and Litigating Special Districts). For purposes of Incentive A, a Subdivision or Special District is considered a “Litigating Subdivision” or “Litigating Special District” if it has brought Released Claims against Released Entities on or before the Reference Date; all other Subdivisions and Special Districts are considered “Non-Litigating.” For purposes of Incentive A, Non-Litigating Special Districts shall not include a Special District with any of the following words or phrases in its name: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.
 - c. Qualification for Incentive A entitles the qualifying Settling State to expedited payment of base payments and incentive payments for Payment Years 1-4, which Janssen shall pay into the Settlement Fund within ninety (90) days after receiving notice from the Settlement Fund Administrator that a State has qualified for Incentive A, but in no event less than ninety (90) days from the Effective Date. Base and incentive payments for Payment Years 5-10 will not be expedited.
 - d. If a Settling State qualifies for Incentive A after receiving an incentive payment under Incentives B or C, described below, the Settling State’s payments under Incentive A will equal the remainder of its total Incentive A payments less any payments previously received under Incentives B or C. A Settling State that receives all of its maximum incentive allocation under Incentive A shall not receive additional incentive payments under Incentives B or C.
 - e. A Settling State that is not eligible for Incentive A as of the Incentive Payment Final Eligibility Date shall not be eligible for Incentive A for that Payment Year or any subsequent Payment Years.

5. *Incentive B: Early Participation or Released Claims by Litigating Subdivisions and Litigating Special Districts.*
- a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 60% of its total potential Incentive A payment allocation under Incentive B.
 - b. A Settling State can qualify for an Incentive B payment if Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population are either Participating Subdivisions or have their claims resolved through Case-Specific Resolutions.
 - (1) A Settling State's litigating population is the sum of the population of all Litigating Subdivisions and Litigating Special Districts. A Settling State's litigating population shall include all Litigating Subdivisions and Litigating Special Districts whose populations overlap in whole or in part with other Litigating Subdivisions and Litigating Special Districts, for instance in the case of a Litigating Special District, city, or township contained within a county.
 - (2) For example, if a Litigating Special District and a city that is a Litigating Subdivision are located within a county that is a Litigating Subdivision, then each of their individual populations would be added together to determine the total litigating population. Special District populations shall be counted in the manner set forth in subsection XIII.B. If each qualifies as a Litigating Subdivision or Litigating Special District and the county has a population of 10, the City has a population of 8, and the Special District has a population of 1, the total litigating population would be 19.
 - c. The following time periods apply to Incentive B payments:
 - (1) Period 1: Zero to two hundred ten (210) days after the Effective Date.
 - (2) Period 2: Two hundred eleven (211) days to one year after the Effective Date.
 - (3) Period 3: One year and one day to two years after the Effective Date.
 - d. Within Period 1: If Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of a Settling State's litigating population are Participating Subdivisions or have their claims resolved through Case-Specific Resolutions during Period 1, a sliding scale will determine the share of the funds available under Incentive B, with a

maximum of 60% of the Settling State’s total potential incentive payment allocation available. Under that sliding scale, if Litigating Subdivisions and Litigating Special Districts collectively representing 75% of a Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 1, a Settling State will receive 50% of the total amount available to it under Incentive B. If more Litigating Subdivisions and Litigating Special Districts become Participating Subdivisions or achieve Case-Specific Resolution status, the Settling State shall receive an increased percentage of the total amount available to it under Incentive B as shown in the table below.

Participation or Case-Specific Resolution Levels (As percentage of litigating population)	Incentive B Award (As percentage of total amount available to State under Incentive B)
75%	50%
76%	52%
77%	54%
78%	56%
79%	58%
80%	60%
85%	70%
90%	80%
95%	90%
100%	100%

- e. Within Period 2: If a Settling State did not qualify for an Incentive B payment in Period 1, but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 2, then the Settling State qualifies for 75% of the Incentive B payment it would have qualified for in Period 1.
- f. Within Period 3: If a Settling State did not qualify for an Incentive B payment in Periods 1 or 2, but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 3, then the Settling State qualifies for 50% of the Incentive B payment it would have qualified for in Period 1.
- g. A Settling State that receives the Incentive B payment for Periods 1 and/or 2 can receive additional payments if it secures participation from additional Litigating Subdivisions and Litigating Special Districts (or Case-Specific Resolutions of their claims) during Periods 2 and/or 3.

Those additional payments would equal 75% (for additional participation or Case-Specific Resolutions during Period 2) and 50% (for additional participation or Case-Specific Resolutions during Period 3) of the amount by which the increased litigating population levels would have increased the Settling State's Incentive B payment if they had been achieved in Period 1.

- h. If Litigating Subdivisions and Litigating Special Districts that have become Participating Subdivisions or achieved Case-Specific Resolution status collectively represent less than 75% of a Settling State's litigating population by the end of Period 3, the Settling State shall not receive any Incentive B payment.
- i. If there are no Litigating Subdivisions or Litigating Special Districts in a Settling State, and that Settling State is otherwise eligible for Incentive B, that Settling State will receive its full allocable share of Incentive B.
- j. Incentives earned under Incentive B shall accrue after each of Periods 1, 2, and 3. After each period, the Settlement Fund Administrator shall conduct a look-back to assess which Settling States vested an Incentive B payment in the preceding period. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive B for the period; *provided* that the percentage of Incentive B for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

6. *Incentive C: Early Participation of Subdivisions*

- a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 40% of its total potential Incentive A payment allocation under Incentive C, which has two parts.
 - (1) Part 1: Under Incentive C, Part 1, a Settling State can receive up to 75% of its Incentive C allocation. A Settling State can qualify for a payment under Incentive C, Part 1 only if Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date) representing at least 60% of the Settling State's Primary Subdivision population become Participating Subdivisions or achieve Case-Specific Resolution status.
 - (2) A Settling State's Primary Subdivision population is the sum of the population of all Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date). Because Subdivisions include Subdivisions whose populations overlap in whole or in part with other

Subdivisions, for instance in the case of a city or township contained within a county, the Settling State's Primary Subdivision population is greater than Settling State's total population. (Special Districts are not relevant for purposes of Incentive C calculations.)

- (3) A sliding scale will determine the share of the funds available under Incentive C, Part 1 to Settling States meeting the minimum 60% threshold. Under that sliding scale, if a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing 60% of its total Primary Subdivision population, it will receive 40% of the total amount potentially available to it under Incentive C, Part 1. If a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing more than 60% of its Primary Subdivision population, the Settling State shall be entitled to receive a higher percentage of the total amount potentially available to it under Incentive C, Part 1, on the scale shown in the table below. If there are no Primary Subdivisions, and that Settling State is otherwise eligible for Incentive C, that Settling State will receive its full allocable share of Incentive C, Part 1.

Participation or Case-Specific Resolution Levels (As percentage of total Primary Subdivision population)	Incentive C Award (As percentage of total amount available to State under Incentive C, Part 1)
60%	40%
70%	45%
80%	50%
85%	55%
90%	60%
91%	65%
92%	70%
93%	80%
94%	90%
95%	100%

- b. Part 2: If a Settling State qualifies to receive an incentive under Incentive C, Part 1, the State can also qualify to receive an additional incentive amount equal to 25% of its total potential Incentive C allocation by securing 100% participation of the ten (10) largest Subdivisions by population in the Settling State. (Special Districts are not relevant for purposes of this calculation.) If a Settling State does not qualify for any amount under Incentive C, Part 1, it cannot qualify for Incentive C, Part 2.
- c. Incentives earned under Incentive C shall accrue on an annual basis up to three years after the Effective Date. At one, two, and three years after the

Effective Date, the Settlement Fund Administrator will conduct a look-back to assess which Subdivisions had agreed to participate or had their claim resolved through a Case-Specific Resolution that year. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive C for the year; *provided* that the percentage of Incentive C for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

7. *Incentive D: Release of Payments if No Qualifying Special District Litigation.*

- a. \$213,230,769 shall be available for potential Incentive D payments according to the terms specified in this subsection V.E.7.
- b. If, within five years of the Reference Date, a Covered Special District files litigation against any Released Entity, Janssen shall, within thirty (30) days of Janssen being served, provide notice of the litigation to the Settling State in which the Covered Special District sits, which shall file a motion to intervene in the litigation and use its best efforts to obtain either dismissal of the litigation in cooperation with Janssen, or a release consistent with Section IV of the Special District's Claims.
- c. A Settling State shall receive its allocation of the Incentive D payment if, within five years after the Effective Date (the "look-back date"), no Covered Special District within the Settling State has filed litigation which has survived a Threshold Motion and remains pending as of the look-back date, unless the dismissal after the litigation survived the Threshold Motion is conditioned or predicated upon payment by a Released Entity (apart from payments by Janssen incurred under the Agreement or injunctive relief obligations incurred by it).
- d. Prior to the look-back date, a Released Entity shall not enter into a settlement with a Covered Special District unless the State in which the Covered Special District sits consents to such a settlement or unreasonably withholds consent of such a settlement.
- e. "Covered Special Districts" are school districts, healthcare/hospital districts, and fire districts, subject to the following population thresholds:
 - (1) For school districts, the K-12 student enrollment must be 25,000 or 0.12% of a State's population, whichever is greater;
 - (2) For fire districts, the district must cover a population of 25,000, or 0.20% of a State's population if a State's population is greater than 18 million. If not easily calculable from state data sources and agreed to between the State and Janssen, a fire district's population is calculated by dividing the population of the county or counties a

fire district serves by the number of fire districts in the county or counties.

- (3) For healthcare/hospital districts, the district must have at least 125 hospital beds in one or more hospitals rendering services in that district.

VI. Allocation and Use of Settlement Funds

- A. *Components of Settlement Fund.* The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments under Section V into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below or as provided for by a State-Subdivision Agreement (or other State-specific allocation of funds). Unless otherwise specified herein, payments placed into the Settlement Fund do not revert back to Janssen.
- B. *Use of Settlement Payments.*
 1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions listed in Exhibit G be for Opioid Remediation, subject to limited exceptions that must be documented in accordance with subsection VI.B.2. In no event may less than 86.5% of Janssen's maximum amount of payments pursuant to Sections V, X, and XI over the entirety of all Payment Years (but not any single Payment Year) be spent on Opioid Remediation.
 2. While disfavored by the Parties, a Settling State or Participating Subdivision listed on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision listed on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision shall identify such amounts and report to the Settlement Fund Administrator and Janssen how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this subsection VI.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this subsection VI.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of subsection VI.F and (b) Participating Subdivisions not listed on Exhibit G or Participating Special Districts that receive monies from the Settlement Fund indirectly may only use such monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

- C. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and Participating Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions listed on Exhibit G, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.
1. Base Payments. The Settlement Fund Administrator will allocate base payments under subsection V.D among the Settling States in proportion to their respective Overall Allocation Percentages. Base payments for each Settling State will then be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VI.D.
 2. Incentive Payments. The Settlement Fund Administrator will treat incentive payments under subsection V.E on a State-specific basis. Incentive payments for which a Settling State is eligible under subsection V.E will be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VI.D.
 3. Application of Adjustments. If a reduction, offset, or suspension under Section IX applies with respect to a Settling State, the reduction, offset, or suspension shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.
 4. Settlement Fund Administrator. Prior to the Initial Participation Date, Janssen and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall be appended hereto as Exhibit L.
 5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L with regard to Janssen's payments to the Settlement Fund shall be paid out of interest accrued on the Settlement Fund and from the Settlement Fund should such interest prove insufficient.
- D. *Settlement Fund Reallocation and Distribution.* As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the

apportionment of amounts is not addressed and controlled under subsections VI.D.1-2, then the default provisions of subsection VI.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to subsections VI.D.1-2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (1) that all amounts be used for Opioid Remediation, except as allowed by subsection VI.B.2, and (2) that at least 70% of amounts be used solely for future Opioid Remediation (references to "future Opioid Remediation" include amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms). For a State-Subdivision Agreement to be applied to the relevant portion of an Initial Year Payment or an Annual Payment, notice must be provided to Janssen and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.
2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by subsection VI.B.2, and (2) at least 70% of all amounts to be used solely for future Opioid Remediation, then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions in subsection VI.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this subsection VI.D.2 only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.
3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. A Participating Subdivision listed on Exhibit G may choose to reallocate all or a portion of its

allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision or Participating Special District. For a voluntary redistribution to be applied to the relevant portion of an Initial Year Payment or an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If subsections VI.D.1-2 do not apply, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be distributed as follows:
 - a. Amounts apportioned to that State's State Fund shall be distributed to that State.
 - b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with subsection VI.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.
 - c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State listed on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Subsection VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G.
 - d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by subsection VI.D.3. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.
5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions in excess of what is permissible under subsection VII.E. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed

into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in subsection VI.D.1 or by an Allocation Statute or a Statutory Trust described in subsection VI.D.2.

E. *Provisions Regarding Abatement Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of subsection VI.D.1 or VI.D.2 as applicable, and all direct payments to Subdivisions comply with subsections VII.E-H.
2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely for future Opioid Remediation and the following shall apply with respect to a Settling State:
 - a. *Regional Remediation.*
 - (1) At least 50% of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to subsection VI.E.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (1) define its initial regions, which shall consist of one (1) or more Subdivisions and which shall be designated by the State agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; and (2) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions listed on Exhibit G will become Participating Subdivisions.
 - (2) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than 50% of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

- (3) The Settling State (1) has the authority to adjust the definition of the regions, and (2) may annually revise the percentages allocated to each region to reflect the number of Subdivisions in each region that are Non-Participating Subdivisions.
- b. *Subdivision Block Grants.* Certain Subdivisions listed on Exhibit G shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision listed on Exhibit G eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar, or other action; (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more; and (3) has funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency). Each Subdivision listed on Exhibit G eligible to receive block grants shall be assigned its own region.
- c. *Small States.* Notwithstanding the provisions of subsection VI.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in subsection VI.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions listed on Exhibit G eligible for block grants under subsection VI.E.2.b shall be divided regionally so that each block-grant eligible Subdivision listed on Exhibit G is a region and the remainder of the state is a region.
- d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the “*Advisory Committee*”) to provide input and recommendations regarding remediation spending from that Settling State’s Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); provided, however, the Advisory Committee or similar entity shall meet the following requirements:
 - (1) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;
 - (2) Composition that includes at least an equal number of local representatives as state representatives;
 - (3) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their

communities, their abatement needs, and proposals for abatement strategies and responses; and

- (4) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Parties.

F. *Nature of Payment*. Janssen, the Settling States, the Participating Subdivisions, and the Participating Special Districts, acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. Janssen has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
2. The Settling States, the Participating Subdivisions, and the Participating Special Districts sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions;
3. By executing this Agreement the Settling States, the Participating Subdivisions, and the Participating Special Districts certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (b) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;
4. The payment of the Compensatory Restitution Amount by Janssen constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Janssen;
5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States and Participating Subdivisions to the same position or condition that they would be in had the Settling States and Participating Subdivisions not suffered the Alleged Harms;
6. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State, Participating Subdivision, Participating Special District, or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount

is properly characterized as described in subsection VI.F, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and

7. New York, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Janssen.

VII. Participation by Subdivisions and Special Districts

- A. *Notice.* No later than fifteen (15) days after the Preliminary Agreement Date, the Settling States, with the cooperation of Janssen, shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States of this Agreement that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G as eligible to become Participating Subdivisions. Janssen's share of costs of the written notice to such Subdivisions shall be advanced by Janssen and deducted from its initial settlement payment. Notice shall also be provided simultaneously to counsel of record for Litigating Subdivisions and Non-Litigating Subdivisions listed on Exhibit G as eligible to become Participating Subdivisions. The Settling States, with the cooperation of Janssen, will also provide general notice reasonably calculated to alert Non-Litigating Subdivisions listed on Exhibit G in the Settling States to this Agreement, the opportunity to participate in it and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.
- B. *Requirements for Becoming a Participating Subdivision: Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State that is listed on Exhibit G may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section VI, and (4) that the Subdivision submits to the jurisdiction of the court where the Consent Judgment is filed

for purposes limited to that court's role under the Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

- C. *Requirements for Becoming a Participating Subdivision: Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator and upon prompt dismissal of its legal action. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and intends to seek fees according to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. Except for trials begun before the Initial Participation Date, a Litigating Subdivision or a Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of a legal action it brought that includes a Released Claim against a Released Entity.
- D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in subsections VII.B or VII.C by the Initial Participation Date. Provided however, all Subdivision Settlement Participation Forms shall be held by the Settlement Fund Administrator until Janssen provides the notice in subsection VIII.B that it intends to proceed with the settlement, at which time the obligations created by such forms become effective.
- E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision after the Initial Participation Date and agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to subsections VI.D or VI.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):
1. A Later Participating Subdivision shall not receive any share of any base or incentive payments paid to the Subdivision Fund that were due before it became a Participating Subdivision.
 2. A Later Participating Subdivision that becomes a Participating Subdivision after July 15, 2022 shall receive 75% of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision before that date (unless the Later Participating Subdivision is subject to subsections VII.E.3 or VII.E.4 below).
 3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive 50%

of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any base payment or incentive payment.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive 25% of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.
- F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from Janssen.
- G. *Ineligible Subdivisions.* Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.
- H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any base or incentive payments, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.
- I. *Unpaid Allocations to Later Participating and Non-Participating Subdivisions.* Any base payment and incentive payments allocated pursuant to subsection VI.D to a Later Participating or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.
- J. *Requirements for Becoming a Participating Special District: Non-Litigating Special Districts.* A Non-Litigating Special District may become a Participating Special District by either executing a release consistent with Section IV or by having its claims extinguished by operation of law or released by a Settling State.
- K. *Requirements for Becoming a Participating Special District: Litigating Special Districts/Later Litigating Special Districts.* A Litigating Special District or Later Litigating Special District in a Settling State may become a Participating Special District by either executing a release consistent with Section IV and upon prompt dismissal of its legal action or by having its claims extinguished by operation of law or released by a Settling State.
- L. *Initial Participating Special Districts.* A Special District qualifies as an Initial Participating Special District if it meets the applicable requirements for becoming a Participating Special District by the Initial Participation Date.

- M. *Later Participating Special Districts.* A Special District that is not an Initial Participating Special District may become a Later Participating Special District by meeting the applicable requirements for becoming a Participating Special District after the Initial Participation Date and agreeing to be subject to the terms of any agreement reached by the applicable Settling State with Initial Participating Special Districts. A Later Participating Special District shall not receive any share of any base or incentive payments paid to the Settlement Fund that were due before it became a Participating Special District.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

- A. *Determination to Proceed With Settlement.* Janssen will determine on or before the Reference Date whether there has been a sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s), and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Janssen and may be based on any criteria or factors deemed relevant by Janssen.
- B. *Notice by Janssen.* On or before the Reference Date, Janssen shall inform the Settling States and MDL PEC of its determination pursuant to subsection VIII.A. If Janssen determines to proceed, the Parties will proceed to file the Consent Judgments. If Janssen determines not to proceed, this Agreement will have no further effect and all releases (including those given by Participating Subdivisions) and other commitments or obligations contained herein will be void.
- C. *Determination of the Participation Tier.*
1. On the Reference Date, provided that Janssen determines to proceed with this Agreement, the Settlement Fund Administrator shall determine the Participation Tier. The criteria used to determine the Participation Tier are set forth in Exhibit H. Any disputes as to the determination of the Participation Tier shall be decided by the National Arbitration Panel.
 2. The Participation Tier shall be redetermined by the Settlement Fund Administrator annually as of the Payment Date, beginning with Payment Year 1, pursuant to the criteria set forth in Exhibit H.
 3. After Payment Year 3, the Participation Tier cannot move higher, unless this restriction is waived by Janssen.
 4. In the event that a Participation Tier redetermination moves the Participation Tier higher, and that change is in whole or in part as a result of the post-Reference Date enactment of a Bar and there is later a Revocation Event with respect to that Bar, then on the next Payment Date that is at least one hundred eighty (180) days after the Revocation Event, the Participation Tier shall move down to the Participation Tier that would have applied had the Bar never been enacted, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) days of the

Revocation Event. This is the sole circumstance in which, on a nationwide basis, the Participation Tier can move down.

5. In the event that there is a post-Reference Date Revocation Event with respect to a Bar that was enacted in a Settling State prior to the Reference Date, then, on the next Payment Date that is at least one hundred eighty (180) days after the Revocation Event, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) days of the Revocation Event, the Participation Tier shall decrease – solely for the State in which the Revocation Event occurred – to the Participation Tier commensurate with the percentage of Litigating Subdivisions in that State that are Participating Subdivisions and the percentage of Non-Litigating Subdivisions that are both Primary Subdivisions and Participating Subdivisions, according to the criteria set forth in Exhibit H, except that the calculations shall be performed as to that State alone. For the avoidance of doubt and solely for the calculation in this subparagraph, the Settling States Column of Exhibit H shall play no role. This is the sole circumstance in which one Settling State will have a different Participation Tier than other Settling States.
6. The redetermination of the Participation Tier under subsection VIII.C.2 shall not affect payments already made or suspensions or offsets already applied.

IX. Potential Payment Adjustments

A. *Later Litigating Subdivisions.*

1. If a Later Litigating Subdivision in a Settling State with a population above 10,000 brings a lawsuit or other legal proceeding against Released Entities asserting Released Claims, Janssen shall, within thirty (30) days of the lawsuit or other legal proceeding being served on Janssen, provide notice of the lawsuit or other legal proceeding to the Settlement Fund Administrator and the Settling State in which the Later Litigating Subdivision sits and provide the Settling State an opportunity to intervene in the lawsuit or other legal proceeding. A Released Entity shall not enter into a settlement with a Later Litigating Subdivision unless the State in which the Later Litigating Subdivision sits consents to such a settlement or unreasonably withholds consent to such a settlement.
2. If no Participation Tier applies and the Later Litigating Subdivision's lawsuit or other legal proceeding survives a Threshold Motion before Janssen makes its last settlement payment to the Settling State, the following shall apply:
 - a. Janssen will, from the date of the entry of the order denying the Threshold Motion and so long as the lawsuit or other legal proceeding is pending, be entitled to a suspension of the following payments it would otherwise owe the Settling State in which the Later Litigating Subdivision is located: (1) all remaining incentive payments to the relevant state; and (2) the last two scheduled base payments, if not already paid (the "Suspended Payments").

- b. For each Payment Year that Janssen is entitled to a suspension of payments, the Settlement Fund Administrator shall calculate the Suspended Payments applicable to the next Payment due from Janssen. The Suspended Payments shall be paid into the Settlement Fund Escrow account.
 3. If a Participation Tier applies at the time the Threshold Motion is denied, Janssen will be entitled to a suspension of the following percentages of Suspended Payments depending on the applicable Tier—75% for Tier 1, 50% for Tier 2, 35% for Tier 3, and 25% for Tier 4. Otherwise, the requirements of subsection IX.A.2 apply.
 4. If the Released Claim is resolved with finality without requirement of payment by a Released Entity, the placement of any remaining balance of the Suspended Payments into the Settlement Fund Escrow shall cease and the Settlement Fund Administrator shall immediately transfer amounts in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions listed on Exhibit G. The lawsuit will not cause further suspensions unless the Released Claim is reinstated upon further review, legislative action, or otherwise.
 5. If the Released Claim is resolved with finality on terms requiring payment by a Released Entity (*e.g.*, if the lawsuit in which the Released Claim is asserted results in a judgment against Janssen or a settlement with Janssen), the Settlement Fund Administrator will transfer the amounts in the Settlement Fund Escrow on account of the suspension to Janssen necessary to satisfy 75% of the payment obligation of the Released Entity to the relevant Later Litigating Subdivision. The Settlement Fund Administrator shall immediately transfer any remaining balance in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions listed on Exhibit G. If the amount to be transferred to Janssen exceeds the amounts in the Settlement Fund Escrow on account of the suspension, Janssen shall receive a dollar-for-dollar offset for the excess amount against its obligation to pay any remaining payments that would be apportioned to the Settling State at issue and to its Participating Subdivisions listed on Exhibit G.
- B. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, Janssen shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive A payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G. For the avoidance of doubt, an offset shall not be

applicable under this subsection if it is applicable under subsection IX.A with respect to the Subdivision at issue.

C. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.*

1. If Janssen made a payment as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and that Bar, Settlement Class Resolution, or Case-Specific Resolution is subject to a Revocation Event, Janssen shall receive a dollar-for-dollar offset against its obligation to make remaining payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by Janssen during the time the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect, and (2) the total amount of Incentive Payments that would have been due from Janssen during that time without the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event being in effect. The amount of incentive payments that would have been due, referenced in (2) above, will be calculated based on considering any Subdivision that provides a release within one hundred eighty (180) days after the Revocation Event as having been a Participating Subdivision (in addition to all other Participating Subdivisions) during the time that the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect. If a Revocation Event causes a Settling State to no longer qualify for Incentive D, the Settling State shall return to Janssen all payments made under Incentive D.
2. Notwithstanding anything to the contrary in paragraph 1 above, if a Bar or Case-Specific Resolution is reinstated by the Settling State, either through the same or different means as the initial Bar or Case-Specific Resolution, Janssen's right to an offset is extinguished and any amounts withheld to offset amounts paid on account of the revoked, rescinded, reversed, or overruled Bar or Case-Specific Resolution shall be returned to the Settling State, less and except any incentive payments that would have been paid during the period in which the Bar or Case-Specific Resolution was revoked, rescinded, reversed, or overruled.

X. Additional Restitution Amount

- A. *Additional Restitution Amount.* Pursuant to the schedule set forth below and subject to the reduction specified in subsection X.B below, Janssen shall pay an Additional Restitution Amount to the Settling States listed in Exhibit N. Such funds shall be paid on the schedule set forth on Exhibit M on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

Payment Year 1	\$15,384,615.38
Payment Year 2	\$26,923,076.92

Payment Year 3 \$25,000,000.00

- B. *Reduction of Additional Restitution Amount.* In the event that any Non-Settling State appears on Exhibit N, the amounts owed by Janssen pursuant to this Section X shall be reduced by the allocation set forth on Exhibit N for any such Non-Settling States.
- C. *Use of Funds.* All funds paid as an Additional Restitution Amount shall be part of the Compensatory Restitution Amount, shall be used for Opioid Remediation, except as allowed by subsection VI.B.2, and shall be governed by the same requirements as specified in subsection VI.F.

XI. Plaintiffs' Attorneys' Fees and Costs

- A. The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in Exhibit U and Exhibit S, respectively, and are incorporated herein by reference.

XII. Enforcement and Dispute Resolution

- A. *Enforceability.* The terms of the Agreement and Consent Judgment applicable to or in a Settling State will be enforceable solely by that Settling State and Janssen. Settling States or Participating Subdivisions shall not have enforcement rights with respect either to the terms of this Agreement that apply only to or in other States or to any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Janssen with respect to the Agreement or any Consent Judgment except as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section VI; *provided, however*, that each Settling State shall allow Participating Subdivisions in that State to notify it of any perceived violations of the Agreement or Consent Judgment.
- B. *Jurisdiction.* Janssen consents to the jurisdiction of the court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection XII.F.2 for resolution in the court in which the Consent Judgment is filed.
- C. *Specific Terms Dispute Resolution.*
 - 1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief terms in Exhibit P shall be resolved as provided therein.
 - 2. In the event Janssen believes the 86.5% threshold established in subsection VI.B.1 is not being satisfied, any Party may request that Janssen and the Enforcement Committee meet and confer regarding the use of funds under subsection VI.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning subsection VI.B.1 shall: (i) be limited to Janssen seeking to reduce its Annual Payments by no more than 5% of the difference between the actual amount of Opioid Remediation and the 86.5% threshold established in subsection VI.B.1; (ii) only reduce Annual

Payments to those Settling States and its Participating Subdivisions that are below the 86.5% threshold established in subsection VI.B.1; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Participating Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to the Agreement or any Consent Judgment except: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that: (a) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (b) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to subsection VI.E.2.b.
2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that the uses of Abatement Accounts Fund monies by Participating Subdivisions listed on Exhibit G were not for uses similar to or in the nature of those uses contained in Exhibit E.
3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change, or alter any other existing rights under law.

E. *Subdivision Payment Enforcement.* A Participating Subdivision shall have the same right as a Settling State pursuant to subsection XII.F.4.a(4) to seek resolution of any failure by Janssen to make its required base and/or incentive payments in a Payment Year.

F. *Other Dispute Resolution Terms.*

1. Except as provided in subsection XII.C, the parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this subsection XII.F to resolve the dispute.
2. Except as provided in subsections XII.C and XII.F.4, disputes not resolved informally shall be resolved in either the court that entered the relevant Consent Judgment or, if no Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of state government is located. State court proceedings shall be governed by the rules and procedures of the forum. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

- a. disputes concerning whether expenditures qualify for Opioid Remediation;
 - b. disputes between a Settling State and Participating Subdivisions located in such Settling State as provided by subsection XII.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;
 - c. whether this Agreement and relevant Consent Judgment are binding under state law;
 - d. the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;
 - e. whether the requirements of a Bar, a Case-Specific Resolution, State-Specific Finality, Later Litigating Subdivision, Litigating Subdivision, or a Threshold Motion have been met; and
 - f. all other disputes not specifically identified in subsections XII.C and XII.F.4.
3. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an amicus curiae brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.
4. National Disputes involving a Settling State, Participating Subdivision, and/or Janssen shall be resolved by a National Arbitration Panel.
- a. "*National Disputes*" are disputes that are exceptions to subsection XII.F.2's presumption of resolution in state courts because they involve issues of interpretation of Agreement terms applicable to all Settling States without reference to a particular State's law. Disputes between a State and any Participating Subdivisions shall not be considered National Disputes. National Disputes are limited to the following:
 - (1) the amount of offset and/or credit attributable to Non-Settling States and Tribes;
 - (2) issues involving the scope and definition of "Product";

- (3) interpretation and application of the terms “Covered Conduct” and “Released Entities”;
 - (4) disputes over a given year’s payment or the payment of the Additional Restitution Amount to all Settling States (for the avoidance of doubt, disputes between a Settling State and Janssen over the amounts owed to only that State shall not be considered National Disputes);
 - (5) questions regarding the performance and/or removal of the Settlement Fund Administrator;
 - (6) disputes involving liability of successor entities;
 - (7) disputes that require a determination of sufficient Subdivision and Special District participation to qualify for Incentives A, B, C, or D, as well as disputes over qualification for Participation Tiers;
 - (8) disputes that require interpretation of Agreement terms (i) that concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under State law; and
 - (9) any dispute subject to resolution under subsection XII.F.2 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this subsection XII.F.4.
- b. The “*National Arbitration Panel*” shall be comprised of three (3) neutral arbitrators. One (1) arbitrator shall be chosen by Janssen, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.
- (1) The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) days of filing, and in no event shall it take longer than one (1) year.
 - (2) The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible, and with a presumption in favor of remote participation to minimize the burdens on the parties.
 - (3) To the extent allowed under state law, a Settling State, Participating Subdivision, and (at any party’s request) the National

Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

- (4) The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, Participating Subdivision, or Janssen on a state law issue.
 - (5) The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Janssen, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Janssen whose resolution could prejudice the rights of a Participating Subdivision(s) or Participating Special District(s) in that Settling State, such Participating Subdivision(s) or Participating Special District(s) shall be allowed to file a statement of view in the proceeding.
 - c. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.
 - d. Each party shall bear its own costs in any arbitration or court proceeding arising under this subsection XII.F. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between Janssen and Settling States/Participating Subdivisions shall be split 50% by Janssen and 50% by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split 50% by the Settling State and 50% by any Participating Subdivisions that are party to the dispute.
5. Prior to initiating an action to enforce pursuant to this subsection XII.F, the complaining party must:
- a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) days following the notice.

The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

- b. Wait to commence any enforcement action until thirty (30) days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.
- 6. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of subsections XII.F.2 or XII.F.4, a committee comprising the Enforcement Committee and sufficient representatives of Janssen such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for determining where the dispute shall be heard, and the committee's identification of such forum shall not be entitled to deference by the forum selected.
- G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Janssen reserves all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

XIII. Miscellaneous

- A. *No Admission.* Janssen does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Janssen.
- B. *Population of Subdivisions.* The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.
- C. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used, other than the use of "Covered Special District": (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("IDEA") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at 25% of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at 10% of the population served.
- D. *Population Associated with Sheriffs.* For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at 20% of the capacity of the jail(s) operated by the sheriff.

E. *Tax Reporting and Cooperation.*

1. Upon request by Janssen, the Settling States, Participating Subdivisions, and Participating Special Districts agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in subsection VI.E.3 to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.
2. Without limiting the generality of subsection VI.C.1, each Settling State, Participating Subdivision, and Participating Special District shall cooperate in good faith with Janssen with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
3. The Designated State, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “Appropriate Official”).
4. For the avoidance of doubt, neither Janssen nor the Settling States, Participating Subdivisions, and Participating Special Districts make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

F. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

G. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

H. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions 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 of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

I. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment

by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

- J. *Entire Agreement.* This Agreement, its exhibits and any other attachments, including the attorneys' fees and cost agreement in Exhibit R, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- K. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.
- L. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- M. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- N. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.
- O. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

1. For the Attorney(s) General:

Ashley Moody,
Attorney General
State of Florida
The Capitol,
PL-01
Tallahassee, FL 32399

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

2. For the Plaintiffs' Executive Committee:

Paul F. Farrell
Farrell Law
P.O. Box 1180
Huntington, WV 25714-1180

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

Peter Mougey
Levin Papantonio Rafferty
316 South Baylen St.
Pensacola, FL 32502
pmougey@levinlaw.com

Paul J. Geller
Robbins Geller Rudman & Dowd LLP
120 East Palmetto Park Road
Boca Raton, FL 33432
PGeller@rgrdlaw.com

3. For Janssen:

Charles C. Lifland
O'Melveny & Myers LLP
400 South Hope Street, 18th Floor Los Angeles, CA 90071
Phone: (213) 430-6000
clifland@omm.com

Daniel R. Suvor
O'Melveny & Myers LLP
400 South Hope Street, 18th Floor Los Angeles, CA 90071
Phone: (213) 430-6000
dsuvor@omm.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- P. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- Q. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- R. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Janssen and its respective successors and assigns. Janssen shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Janssen's obligations under this Agreement.
- S. *Modification, Amendment, Alteration.* After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Janssen along with the signatures of at least thirty-seven (37) of those then-serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to subsection VI.E.2, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment, or alteration of this Agreement including at least one Participating Subdivision-appointed member; or (2) in States without any advisory committee, that 50.1% of the Participating Subdivisions by population expressed approval of the modification, amendment, or alteration of this Agreement in writing.

Provided, however, in the event the modification, amendment, or alteration relates to injunctive relief, interstate allocation between the Settling States, intrastate allocation in a particular Settling State, or fees or costs of Settling States and Participating Subdivisions, then every Settling State and each Participating Subdivision affected by that modification, amendment, or alteration must assent in writing. Provided further that, in the event the modification, amendment, or alteration relates to injunctive relief, then such amendment, modification, or alteration of injunctive relief against Janssen will not be effective unless and until any Consent Judgment is modified by a court of competent jurisdiction, except as otherwise provided by the Injunctive Terms.

T. *Termination.*

1. Unless otherwise agreed to by Janssen and the Settling State in question, this Agreement and all of its terms (except subsection XIII.N and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:
 - a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) days after the Effective Date; or
 - b. This Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
2. If this Agreement is terminated with respect to a Settling State and its Participating Subdivisions for whatever reason pursuant to subsection XIII.T.1, then:
 - a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Janssen and the Settling State in question shall be in the same

position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

- b. Janssen and the Settling State and its Participating Subdivisions in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Janssen and the Settling State and its Participating Subdivisions in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

- 3. Unless Janssen and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 9, *provided* that Janssen has performed its payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Agreement, all releases under this Agreement will remain effective despite any termination under this paragraph.

- U. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Janssen or against which Janssen is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

EXHIBIT A

Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (N.D. Ohio):

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

EXHIBIT B

Enforcement Committee Organization Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the “Committee”) to exist and operate during the term of the Agreement in connection with Janssen and shall control the regulation and management of the Committee’s affairs.

ARTICLE II

Purpose

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and Janssen dated July 21, 2021.

ARTICLE III

Members of the Committee

(1) Number of Members

The Committee will consist of seventeen (17) members (the “Members”). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

(2) Initial Members

The Committee initially will consist of eleven Settling State Members and six Participating Subdivision Members; three of the Participating Subdivisions shall be counties and three shall be municipalities. The initial Settling State Members are representatives from: Connecticut, Delaware, Florida, Georgia, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee, and Texas. The initial Participating Subdivision Members are: (a) Bexar County, Texas; (b) Broward County, Florida; (c) Chicago, Illinois; (d) Cincinnati, Ohio; (e) Nashville, Tennessee; and (f) Nassau County, New York. Until the Reference Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Reference Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

(3) Term of Members

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement, nine (9) years, unless and until a Member withdraws or resigns from the Committee.

(4) Resignation

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(5) Removal

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision, the Member shall be removed immediately without notice or vote of the Committee.

(6) Vacancies

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

(7) Compensation

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

ARTICLE IV

Conflicts of Interest and Code of Ethics

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

ARTICLE V

Committee Meetings

(1) Place of Meetings

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

(2) Regular Meetings

Regular meetings of the Committee shall be held as deemed necessary by the Chairperson or any three members.

(3) Notice of Meetings

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

(4) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

(5) Voting and Proxy

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

(6) Minutes

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

ARTICLE VI

Officers

(1) Roster of Officers

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

(2) Election and Removal of Officers

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Committee. The

Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

(7) Records

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of a project.

(8) Resignation

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

ARTICLE VII

Duties

(1) Prior to the Reference Date

The Committee shall be responsible for any additional negotiations with Janssen, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement.

(2) After the Enforcement Date

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section XII of the Agreement. Members may engage with Janssen, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Janssen, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII
Rules of Procedure

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

ARTICLE IX
Operations

(1) Records

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep such records at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

(2) Inspection of Books and Records

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

(3) Amendments

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

EXHIBIT C

Litigating Subdivision List

[Will be added by Janssen prior to Preliminary Agreement Date]

EXHIBIT D

[Intentionally Omitted]

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B

Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-parent dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing

overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT F

List of States and Overall Allocation Percentages

Alabama	1.6491291250%
Alaska	0.2619596435%
American Samoa	0.0174609943%
Arizona	2.3755949882%
Arkansas	0.9713856799%
California	9.9213830698%
Colorado	1.6616291219%
Connecticut	1.3399918096%
Delaware	0.4951498892%
District of Columbia	0.2078293111%
Florida	7.0259134409%
Georgia	2.7882080114%
Guam	0.0513089852%
Hawaii	0.3443244815%
Idaho	0.5297889112%
Illinois	3.3263363702%
Indiana	2.2168933059%
Iowa	0.7611448951%
Kansas	0.8077259480%
Kentucky	2.1047890943%
Louisiana	1.5229786769%
Maine	0.5651006743%
Maryland	2.1106090494%
Massachusetts	2.3035761083%
Michigan	3.4020234989%
Minnesota	1.2972597706%
Mississippi	0.8942157086%
Missouri	2.0056475170%
Montana	0.3457758645%
N. Mariana Islands	0.0188110001%
Nebraska	0.4313919963%
Nevada	1.2547155559%
New Hampshire	0.6311550689%
New Jersey	2.7551354545%
New Mexico	0.8623532836%
New York	5.3903813405%

North Carolina	3.2502525994%
North Dakota	0.1878951417%
Ohio	4.3567051408%
Oklahoma	0.3053135060%
Oregon	1.4309172888%
Pennsylvania	4.5882419559%
Puerto Rico	0.7295764154%
Rhode Island	0.4942737092%
South Carolina	1.5905629933%
South Dakota	0.2193860923%
Tennessee	2.6881474977%
Texas	6.2932157196%
Utah	1.1945774957%
Vermont	0.2876050633%
Virgin Islands	0.0343504215%
Virginia	2.2801150757%
Washington	2.3189040182%
West Virginia	1.1438786260%
Wisconsin	1.7582560561%
Wyoming	0.1987475390%

EXHIBIT G

Subdivisions Eligible to become Participating Subdivisions and Default Subdivision Fund Allocation Percentages

The Subdivisions set forth on this Exhibit G are eligible to become Participating Subdivisions. By default, the Subdivisions set forth on this Exhibit G shall include: (1) all Litigating Subdivisions; (2) all counties and parishes in States with functional counties or parishes; (3) all Subdivisions that are the highest level of general purpose government in States without functional counties or parishes; and (4) all other Subdivisions with a population of 10,000 or greater. A State may elect to add any additional Subdivisions to this Exhibit G at any time prior to the Initial Participation Date.

Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, this Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3.

For the avoidance of doubt, inclusion on this Exhibit G shall not create any claim for any amount of the Settlement Fund, and no such amounts shall be allocated or distributed to any Subdivision included herein if such Subdivision does not otherwise meet all requirements to receive any such funds pursuant to the Agreement.

The Parties recognize the benefits of remediation funds reaching all communities, including through direct payments from the Subdivision Fund. However, to promote efficiency in the use of such funds and avoid administratively-burdensome disbursements that would be too small to add a meaningful abatement response, certain Subdivisions do not receive a direct allocation from the Subdivision Fund. However, such Subdivisions will benefit from Opioid Remediation in their community, and are eligible to receive direct benefits from the Abatement Accounts Fund in their State. All settlement funds, whether allocated to a Settling State, an Abatement Accounts Fund or a Subdivision listed on this Exhibit G can be used for Opioid Remediation in communities not listed herein.

As provided by subsection VI.D.4.c, the Allocation Percentages shown below apply to distribution of each Settling State's Subdivision Fund in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. The allocation that would have otherwise gone to Subdivisions not listed below as receiving a direct allocation shall be (1) directed to the county or parish in which such Subdivision is located in Settling States with functional counties or parishes if the relevant county or parish is a Participating Subdivision or (2) to the highest-level general purpose government in which such Subdivision is located in Settling States without functional counties or parishes if the relevant highest-level general purpose government is a Participating Subdivision. Where the relevant county, parish or highest-level General Purpose Government is not a Participating Subdivision, allocations of General Purpose Subdivisions not

listed below as eligible to become Participating Subdivisions shall be allocated pursuant to subsection VII.I. The redirecting of funds described in this paragraph is intended to promote the efficient use of Opioid Remediation funds while keeping, where possible, local control of the distribution of those funds.

This Exhibit G will be updated with Subdivisions eligible to become Participating Subdivisions pursuant to subsection I.77.

EXHIBIT H

Participation Tier Determination*

Participation Tier	Settling States as of the Payment Date (beginning in Payment Year 1)	Percentage of Litigating Subdivisions that Are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Payment Date (beginning in Payment Year 1)	Percentage of Non-Litigating Subdivisions with Populations over 10,000 that Are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class resolution in effect as of the Payment Date (beginning in Payment Year 1)
1	44	95%	90%
2	45	96%	96%
3	46	97%	97%
4	48	98%	97%

* The following conditions apply to the determination of Participation Tiers:

1. For the sole purpose of the Participation Tier determination under this Exhibit, the States used to calculate each criterion (including the percentages of Litigating and Non-Litigating Subdivisions in Settling States that are Participating Subdivisions) will include each of the 50 states in the United States, excluding the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.
2. Assessment of Subdivision participation percentage will be national in scope.
3. For purposes of determining Participation Tiers, “Litigating Subdivisions” includes Special Districts that have brought any Released Claims against any Released Entities. Special Districts shall have their population measured as set forth in subsection XIII.C.
4. The percentage of Litigating Subdivisions and percentage of Non-Litigating Subdivisions with populations over 10,000 will be calculated as follows: Each Litigating Subdivision and each Non-Litigating Subdivision with a population over 10,000 in the States used to calculate the Participation Tier will be assigned a metric reflecting both population and severity (the “Population-Severity Metric”). The Population-Severity Metric shall be the Subdivision’s population plus the Subdivision’s population multiplied by the severity factor for the State of the Subdivision (the severity factors for each State are attached as Exhibit T hereto) and then divided in two, thus giving 50% weight to each of population and population multiplied by the severity factor. The denominator for each percentage shall be the sum total of the Population-Severity Metric for all the Subdivisions in the

relevant category (Litigating Subdivisions or Non-Litigating Subdivisions with populations over 10,000) in the Settling States, notwithstanding that persons may be included within the population (and therefore the Population-Severity Metric) of more than one Subdivision. The numerator will be the sum total of the Population-Severity Metrics of all Subdivisions in the relevant category of Subdivision (*i.e.*, Litigating Subdivisions or Non-Litigating Subdivisions with populations over 10,000) in the Settling States that are either Participating Subdivisions or are subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution, notwithstanding that persons may be included within the population of more than one Subdivision. For the avoidance of doubt, Subdivisions in Non-Settling States are excluded from both the denominator and numerator of the calculations for the percentage of Litigating Subdivisions and percentage of Non-Litigating Subdivisions with populations over 10,000.

5. When the Participation Tier is redetermined annually, Later Participating Subdivisions described in Section VII.E.3 or Section VII.E.4 shall not be included as Participating Subdivisions, and for Subdivisions subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution to be included, the Bar, Case-Specific Resolution, or Settlement Class Resolution must have been in effect both as of the relevant Payment Date and for the entire period since the prior Payment Date.
6. Subdivisions with populations over 10,000 are listed on Exhibit I.

EXHIBIT I

Primary Subdivisions and Subdivisions over 10,000

[Distributor Agreement Exhibit I to be inserted]

EXHIBIT J

Janssen Predecessors and Former Affiliates

The following includes a non-exclusive list of Janssen's predecessors and former affiliates:

1. Janssen Pharmaceutica, Inc.
2. Janssen Pharmaceutica N.V.
3. Janssen-Cilag Manufacturing, LLC
4. Janssen Global Services, LLC
5. Janssen Ortho LLC
6. Janssen Products, LP
7. Janssen Research & Development, LLC
8. Janssen Supply Group, LLC
9. Janssen Scientific Affairs, LLC
10. JOM Pharmaceutical Services, Inc.
11. OMJ Pharmaceuticals, Inc.
12. Ortho-McNeil Finance Co.
13. Ortho-McNeil Pharmaceutical
14. Ortho-McNeil-Janssen Pharmaceuticals
15. Ortho-McNeil Pharmaceutical Services Division
16. Ortho-McNeil Neurologic
17. Patriot Pharmaceuticals, LLC
18. Pricara, Ortho-McNeil-Janssen Pharmaceuticals
19. Alza Corp.
20. Alza Development Corp.
21. Janssen Supply Chain, Alza Corp.
22. Noramco, Inc.
23. Tasmanian Alkaloids PTY LTD.

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT L

Settlement Fund Administrator

This Exhibit L will be appended to the Agreement prior to the Initial Participation Date pursuant to subsection I.66.

EXHIBIT M**Settlement Payment Schedule**

Payment # /Year	Suspension Applies to:	Atty Fee, Costs & Additional Restitution Amount	Base	Incentives A, B & C (maximum)	Incentive D (Lookback Payment)	Credit	Total
Payment 1 ED+90 days	None	\$103,244,576	\$282,175,271	---	---	\$14,580,153	\$400,000,000
Payment 2 July 2022	None	---	\$658,320,615	---	---	---	\$658,320,615
Payment 3 July 2023	Bonus	\$93,629,192	---	\$526,905,161	---	\$71,145,032	\$691,679,385
Payment 4 July 2024	Bonus	\$93,629,191	\$259,273,971	\$549,768,597	---	\$47,328,241	\$950,000,000
Payment 5 July 2025	Bonus	\$43,720,414	\$262,463,219	\$634,274,384	---	\$59,541,983	\$1,000,000,000
Payment 6 July 2026	Bonus	\$43,720,414	\$105,720,216	\$54,325,273	---	\$12,900,764	\$216,666,667
Payment 7 July 2027	Bonus & lookback	\$43,720,414	\$63,074,061	\$54,325,273	\$42,646,154	\$12,900,765	\$216,666,667
Payment 8 July 2028	Bonus & lookback	\$43,720,414	\$63,074,060	\$54,325,272	\$42,646,154	\$12,900,766	\$216,666,666
Payment 9 July 2029	Bonus & lookback	---	\$82,748,246	\$78,371,501	\$42,646,154	\$12,900,766	\$216,666,667
Payment 10 July 2030	Base, bonus & lookback	---	\$82,748,248	\$78,371,500	\$42,646,154	\$12,900,765	\$216,666,667
Payment 11 July 2031	Base, bonus & lookback	---	\$82,748,248	\$78,371,500	\$42,646,153	\$12,900,765	\$216,666,666
Total		\$465,384,615	\$1,942,346,155	\$2,109,038,461	\$213,230,769	\$270,000,000	\$5,000,000,000

NOTES:

1. Any adjustments to attorneys' fees and costs will be addressed in the separate attorneys' fees and costs agreement.

2. The attorneys' fees and costs included in the schedule include the Additional Restitution Amount, which will be paid in lieu of attorneys' fees to Settling States listed on Exhibit N.
3. Any offsets under Section V would also be deducted from the base, Incentive B & C maximum, and Incentive D lookback payments and applied proportionately to all payments.
4. Accelerated payments for Incentive A would adjust figures for base and Incentive B & C payments.
5. The dates of payments shown on the schedule are approximate, and will be determined by subsection V.B.1.

EXHIBIT N

Additional Restitution Amount Allocation

Alabama	2.1169269268%
Alaska	0.3443798454%
American Samoa	0.0219613287%
Arizona	2.9452135100%
California	13.1510781360%
Colorado	2.1897380150%
Connecticut	1.7275419499%
Delaware	0.6508743856%
District of Columbia	0.2811929384%
Georgia	3.7040606512%
Guam	0.0665280480%
Hawaii	0.4710748102%
Illinois	4.3924998997%
Indiana	2.7750263890%
Iowa	1.0610119129%
Kansas	1.0960862986%
Louisiana	2.0857625133%
Maine	0.7470015721%
Maryland	2.6658205590%
Massachusetts	2.9180077435%
Michigan	4.3144215263%
Minnesota	1.7616910858%
Missouri	2.5748706956%
Montana	0.4612247807%
N. Mariana Islands	0.0240110183%
Nebraska	0.5931074216%
New York	8.4314865530%
North Carolina	4.1880762974%
North Dakota	0.2646479540%
Oregon	1.8098698760%
Pennsylvania	5.6817646992%
Rhode Island	0.6444665757%
South Carolina	2.0610356358%
Tennessee	3.3570652958%
Texas	10.8573789344%
Utah	1.5481963920%

Vermont	0.3893298238%
Virgin Islands	0.0453295506%
Virginia	3.0182689455%
Wisconsin	2.2927931680%
Wyoming	0.2691763371%

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of Section VI and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval.* A State-Subdivision Agreement shall be deemed as agreed to when it has been approved by the State and either (a) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Participating Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes do not function as local governments, 15% of or more of the Settling State's non-county Subdivisions), by number.
2. *Approval Authority.* Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.
3. *Population Percentage Calculation.* For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes³, the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) 200% of the State's population. A "Primary Incorporated Municipality" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; *provided* that the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each non-county Subdivision (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.
4. *Preexisting Agreements and Statutory Provisions.* A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

³ Certain states do not have counties or parishes that have functional governments, including: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont.

5. *Revised Agreements.* A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of Section VI and is approved by the State and by the State's Subdivisions pursuant to the terms above.

EXHIBIT P

Injunctive Relief

A. Definitions Specific to this Exhibit

1. “*Cancer-Related Pain Care*” means care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
2. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”), including all of their subsidiaries, predecessors, successors, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns acting on behalf of Janssen in the United States.
3. “*End-of-Life Care*” means care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
4. “*Health Care Provider*” means any U.S.-based physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products and any medical facility, practice, hospital, clinic, or pharmacy.
5. “*In-Kind Support*” means payment or assistance in the form of goods, commodities, services, or anything else of value.
6. “*Lobby*” and “*Lobbying*” shall have the same meaning as “lobbying activities” and “lobbying contacts” under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied. As used in this document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.
7. “*Opioid(s)*” means all naturally occurring, synthetic, or semisynthetic substances that interact with opioid receptors and act like opium. For the avoidance of doubt, the term “Opioid(s)” does not include Imodium.
8. “*Opioid Product(s)*” means all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (FDA) and listed by the DEA as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (APIs) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or

APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

9. “*OD*” means opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5)*, as updated or amended.
10. “*Product(s) for the Treatment of Opioid-Induced Side Effects*” means any over-the-counter or prescription remedy used to treat those side effects identified on the FDA label for any Opioid Product, except that, for purposes of the Agreement, Product(s) for the Treatment of Opioid-Induced Side Effects shall not include products that treat *OD* or respiratory depression.
11. “*Promote*,” “*Promoting*,” “*Promotion*,” and “*Promotional*” means dissemination of information or other practices intended or reasonably anticipated to increase sales, prescriptions, or that attempts to influence prescribing practices in the United States. These terms shall not include the provision of scientific information or data in response to unsolicited requests from Health Care Providers or payors as allowed in subsection C.2.e-h.
12. “*Third Party(ies)*” means any person or entity other than Janssen or a government entity.
13. “*Treatment of Pain*” means the provision of therapeutic modalities to alleviate or reduce pain.
14. “*Unbranded Information*” means any information that does not identify a specific branded or generic product.

B. Ban on Selling and Manufacturing Opioids

1. Janssen shall not manufacture or sell any Opioids or Opioid Products for distribution in the United States. Janssen represents that prior to the Effective Date, it de-listed all of its Opioid Products and no longer ships any of them to or within the United States. Janssen shall provide notice to the Settling States when the last of the inventory Janssen has shipped has expired.
2. Notwithstanding subsection B.1, above, Janssen may continue to manufacture Nucynta and Nucynta ER (collectively “Nucynta”) in accordance with the terms of its April 2, 2015 contract with Depomed, Inc., rights to which were assigned to Collegium Pharmaceutical, Inc. (“Collegium”) on February 13, 2020, so long as Janssen is not Promoting Nucynta, or selling Nucynta to anyone other than Collegium. Janssen shall not extend, amend, or otherwise alter the terms of its April 2, 2015 contract or enter into any similar agreement related to Nucynta or any other Opioid or Opioid Product. For the term of its April 2, 2015 contract, or until the expiration of subsection B.1, whichever is shorter, Janssen shall make an annual report to the Settling States showing the amount of Nucynta manufactured in accordance with the April 2, 2015 contract.

C. Ban on Promotion

1. Janssen shall not engage in Promotion of Opioids or Opioid Products including but not limited to, by:
 - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers or patients, or to persons involved in determining the Opioid Products included in formularies;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs for Promotion of Opioids or Opioid Products;
 - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
 - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
 - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; and
 - g. Engaging in internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an internet search or otherwise be more visible or more accessible to the public on the internet.
2. Notwithstanding subsection C.1 directly above, Janssen may:
 - a. Maintain a corporate website;
 - b. Maintain a website for any Opioid Product that contains principally the following content: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;

- c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in [State];
- d. Provide the following by mail, electronic mail, on or through Janssen's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products, or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in [State];
- e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011) as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009) as updated or amended by the FDA;
- f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;
- g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;
- h. Provide information relating solely to the pricing of any Opioid Product;
- i. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy (REMS) program or other federal or state law or regulation applicable in [State] through an independent Third Party, which shall be responsible for the program's content without the participation of Janssen; and

- j. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Janssen as the source of the information.
3. Janssen shall not engage in the Promotion of Products for the Treatment of Opioid-Induced Side Effects, including but not limited to:
- a. Employing or contracting with sales representatives or other persons to Promote Products for the Treatment of Opioid-Induced Side Effects to Health Care Providers or patients;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote Products for the Treatment of Opioid-Induced Side Effects;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote Products for the Treatment of Opioid-Induced Side Effects;
 - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Products for the Treatment of Opioid-Induced Side Effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.
4. Notwithstanding subsection C.3 directly above, Janssen may Promote Products for the Treatment of Opioid-Induced Side Effects so long as such Promotion does not associate the product with Opioids or Opioid Products.
5. Treatment of Pain
- a. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the Treatment of Pain, except that Janssen may continue to Promote the Treatment of Pain with branded non-Opioids, including Tylenol and Motrin.
 - b. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the concept that pain is undertreated, except in connection with Promoting the use of branded non-Opioids, including Tylenol and Motrin, for the Treatment of Pain.
 - c. Janssen shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or that otherwise Promotes Opioids or Opioid Products.

6. Notwithstanding subsection C.5 above:
 - a. Janssen may Promote or provide educational information about the Treatment of Pain with non-Opioids or therapies such as acetaminophen or non-steroidal anti-inflammatory drugs (NSAIDs), including Promoting or providing educational information about such non-Opioids or therapies as alternatives to Opioid use, or as part of multimodal therapy which may include Opioid use, so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.
 - b. Janssen may provide educational information about the Treatment of Pain related to medical procedures involving devices manufactured or sold by Janssen, including educational information about Opioids or Opioid Products, so long as such information does not Promote Opioids or Opioid Products.
7. The Promotional conduct prohibited in subsection C is not prohibited insofar as it relates to the Promotion of Opioids or Opioid Products for Cancer-Related Pain Care or End-of-Life Care only, and so long as Janssen is identified as the sponsor or source of such Promotional conduct.

D. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Janssen shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products;
2. Janssen shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly, to any person in return for the prescribing, sale, use, or distribution of an Opioid Product; and
3. Janssen's compensation policies and procedures shall ensure compliance with the Agreement.

E. Ban on Funding/Grants to Third Parties

1. Janssen shall not directly or indirectly provide financial support or In-Kind Support to any Third Party that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects (subject to subsections C.2, C.4, and C.6), including educational programs or websites that Promote Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects, excluding financial support otherwise required by the Agreement, a court order, or by a federal or state agency.
2. Janssen shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects.

3. Janssen shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects (subject to subsections C.2, C.4, and C.6).
4. Janssen shall not use, assist, or employ any Third Party to engage in any activity that Janssen itself would be prohibited from engaging in pursuant to the Agreement. To the extent Janssen supports trade groups engaged in Lobbying, Janssen shall stipulate that such support not be used for any purpose prohibited by the Agreement.
5. Janssen shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.
6. Janssen shall not compensate or support Health Care Providers or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payors, i.e., any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers.
7. No officer or management-level employee of Janssen may concurrently serve as a director, board member, employee, agent, or officer of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Janssen from concurrently serving on the board of a hospital.
8. Janssen shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects. For the avoidance of doubt, nothing in this paragraph shall prohibit Janssen from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or Board member at any such entity.

F. Lobbying Restrictions

1. Janssen shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:
 - a. Encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids;
 - b. Has the effect of limiting access to any non-Opioid alternative pain treatments; or

- c. Pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.
- 2. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:
 - a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;
 - b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;
 - c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;
 - d. The limitation of initial prescriptions of Opioids to treat acute pain;
 - e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;
 - f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;
 - g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or
 - h. The implementation or use of Opioid drug disposal systems.
- 3. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of PDMPs, including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
- 4. Notwithstanding the foregoing restrictions in subsections F.1-3, the following conduct is not restricted:
 - a. Challenging the enforcement of or suing for declaratory or injunctive relief with respect to legislation, rules, or regulations referred to in subsection F.1;
 - b. Communications made by Janssen in response to a statute, rule, regulation, or order requiring such communication;

- c. Communications by a Janssen representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as a result of a mandatory order or subpoena commanding that person to testify;
 - d. Responding, in a manner consistent with the Agreement, to an unsolicited request for input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Janssen from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation; or
 - e. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections F.1-3, so long as the company does not support specific portions of such legislation or regulation covered by subsection F.1 or oppose specific portions of such legislation or regulation covered by subsections F.2-3.
5. Janssen shall provide notice of the prohibitions in subsection F to all employees engaged in Lobbying; shall incorporate the prohibitions in subsection F into trainings provided to Janssen employees engaged in Lobbying; and shall certify to the Settling States that it has provided such notice and trainings to Janssen employees engaged in Lobbying.

G. Ban on Prescription Savings Programs

- 1. Janssen shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
- 2. Janssen shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
- 3. Janssen shall not directly or indirectly assist patients, Health Care Providers, or pharmacies with the claims and/or prior authorization process required for third-party payors to approve payment for any Opioid Product.

H. General Terms

- 1. Janssen shall not make any written or oral statement about Opioids or any Opioid Product that is unfair, false, misleading, or deceptive as defined under the law of [State]. For purposes of this paragraph, "Opioid Product" shall also include methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose.

2. Janssen shall not represent that Opioids or any Opioid Product(s) have approvals, characteristics, uses, benefits, or qualities that they do not have. For purposes of this paragraph, “Opioid Product” shall also include methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose.
3. For the avoidance of doubt, the Agreement shall not be construed or used as a waiver or limitation of any defense otherwise available to Janssen in any action, and nothing in the Agreement is intended to or shall be construed to prohibit Janssen in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in defense of litigation or other legal proceedings.
4. Upon the request of the [State] Attorney General, Janssen shall provide the [State] Attorney General with copies of the following, within thirty (30) calendar days of the request:
 - a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Janssen’s Opioid Product(s); and
 - b. Warning or untitled letters issued by the FDA regarding Janssen’s Opioid Product(s) and all correspondence between Janssen and the FDA related to such letters.
5. The Agreement applies to conduct that results in the Promotion of Opioids or Opioid Products, or the Treatment of Pain inside the United States.
6. Janssen will enter into the Agreement solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of the Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. The Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.
7. Nothing in the Agreement shall be construed to limit or impair Janssen’s ability to:
 - a. Communicate its positions and respond to media inquiries concerning litigation, investigations, reports or other documents or proceedings relating to Janssen or its Opioid Products.
 - b. Maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products, including the website, www.factsaboutourprescriptionopioids.com.

I. Compliance with All State Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product

1. Janssen shall comply with all applicable state laws and regulations that relate to the sale, promotion, distribution, and disposal of Opioids or Opioid Products, including conduct permitted by subsection B.2, provided that nothing in this paragraph requires Janssen to violate federal law or regulations, including but not limited to:
 - a. [State] Controlled Substances Act, including all guidance issued by the applicable state regulator(s);
 - b. [State] Consumer Protection Laws;
 - c. [State] laws, regulations, and guidelines related to opioid prescribing, distribution, and disposal; and
 - d. [State Specific Laws].

J. Clinical Data Transparency

1. Janssen agrees to continue sharing clinical trial data under the Yale University Open Data Access (YODA) Project to allow researchers qualified under the program to access the company's proprietary data under the terms of the project.
2. In the event Yale University discontinues or withdraws from the YODA Project agreement with Janssen, Janssen shall make its clinical research data regarding Opioids and Opioid Products, and any additional clinical research data that Janssen sponsors and controls regarding Opioids and Opioid Products, available to an independent entity that is the functional equivalent of the YODA Project under functionally equivalent terms.

K. Enforcement

1. For the purposes of resolving disputes with respect to compliance with this Exhibit, should any of the Settling States have a reasonable basis to believe that Janssen has engaged in a practice that violates a provision of this Exhibit subsequent to the Effective Date, such Settling State shall notify Janssen in writing of the specific objection, identify with particularity the provision of the Agreement that the practice appears to violate, and give Janssen thirty (30) days to respond in writing to the notification; provided, however, that a Settling State may take any action if the Settling State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.
2. Upon receipt of written notice, Janssen shall provide a good faith written response to the Settling State's notification, containing either a statement explaining why Janssen believes it is in compliance with this Exhibit of the Agreement, or a detailed explanation of how the alleged violation occurred and a statement

explaining how Janssen intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the [State's] civil investigative demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable law, and Janssen reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority. If Janssen notifies the Settling States in writing that two or more Settling States have notified Janssen of alleged violations, the Settling States that provided notice of alleged violations shall work in good faith to collectively resolve the alleged violation with Janssen before taking any enforcement action(s).

3. The Settling States may agree, in writing, to provide Janssen with additional time beyond thirty (30) days to respond to a notice provided under subsection K.1, above, without Court approval.
4. Upon giving Janssen thirty (30) days to respond to the notification described above, the Settling State shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in possession, custody, or control of Janssen that relate to Janssen's compliance with each provision of the Agreement pursuant to that Settling State's CID or investigative subpoena authority.
5. The Settling State may assert any claim that Janssen has violated the Agreement in a separate civil action to enforce compliance with the Agreement, or may seek any other relief afforded by law for violations of the Agreement, but only after providing Janssen an opportunity to respond to the notification described in subsection K.1, above; provided, however, the Settling State may take any action if the Settling State believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.
6. In the event of a conflict between the requirements of the Agreement and any other law, regulation, or requirement such that Janssen cannot comply with the law without violating the terms of the Agreement or being subject to adverse action, including fines and penalties, Janssen shall document such conflicts and notify the Settling State of the extent to which it will comply with the Agreement in order to eliminate the conflict within thirty (30) days of Janssen's discovery of the conflict. Janssen shall comply with the terms of the Agreement to the fullest extent possible without violating the law.
7. Janssen or any Settling State may request that Janssen and any Settling State meet and confer regarding the resolution of an actual or potential conflict between the Agreement and any other law, or between interpretations of the Agreement by different courts. Nothing herein is intended to modify or extend the jurisdiction of any single judicial authority as provided by law.

L. Compliance Duration

1. Subsections B-J shall be effective for 10 years from the Effective Date.

2. Nothing in this Agreement shall relieve Janssen of its independent obligation to fully comply with the laws of [State] after expiration of the 10-year period specified in this subsection.

M. Compliance Deadlines

1. Janssen must be in full compliance with the provisions included this Agreement by the Effective Date. Nothing herein shall be construed as permitting Janssen to avoid existing legal obligations.

EXHIBIT Q

Non-Released Entities

The following includes a non-exclusive list of non-Released Entities:

1. Actavis LLC
2. Actavis Pharma, Inc.
3. Allergan PLC
4. Allergan Finance, LLC
5. AmerisourceBergen Corporation
6. AmerisourceBergen Drug Corporation
7. Anda, Inc.
8. Cardinal Health, Inc.
9. Cephalon, Inc.
10. Collegium Pharmaceuticals
11. CVS Health Corp.
12. CVS Pharmacy, Inc.
13. Endo Pharmaceuticals Inc.
14. Endo Health Solutions Inc.
15. Mallinckrodt LLC
16. McKesson Corporation
17. McKinsey & Company Inc.
18. Par Pharmaceutical, Inc.
19. Par Pharmaceutical Companies, Inc.
20. Purdue Pharma L.P.
21. Purdue Pharma Inc.
22. SpecGx LLC
23. Teva Pharmaceuticals USA, Inc.
24. The Purdue Frederick Company
25. Walgreen Co.
26. Walgreens Boots Alliance, Inc.
27. Walmart Inc.
28. Watson Laboratories, Inc.

EXHIBIT R

Agreement on Attorneys' Fees, Costs, and Expenses

This Agreement on Attorneys' Fees, Expenses and Costs ("Fee Agreement"), is entered between Janssen and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, *In re National Prescription Opiate Litigation*, No. 1:17-MD-2804 ("MDL PEC"), in connection with the Janssen Master Settlement Agreement ("Janssen Agreement"). This Fee Agreement becomes effective on the Effective Date of the Janssen Agreement or the date that the Consent Judgments anticipated under the Janssen Agreement become final in 25 Settling States (whichever is later). However, the costs specified in paragraphs II.I.1 and II.I.4 of this Fee Agreement that are to be funded pre-Effective Date by Janssen are effective upon agreement in writing with Janssen.

I. Definitions

- A. This Fee Agreement incorporates all defined terms in the Janssen Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Janssen Agreement.
- B. "Attorney." Any of the following retained through a legal contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision.
- C. "Attorney Fee Fund." An account consisting of funds allocated to pay attorneys' fees approved pursuant to Section II of this Fee Agreement established by Order of and under the ongoing jurisdiction of the MDL Court, as provided below.
- D. "Common Benefit Fund." The sub fund of the Attorney Fee Fund described in Section II.C.
- E. "Contingency Fee Fund." The sub fund of the Attorney Fee Fund described in Section II.D.
- F. "Cost and Expense Fund Administrator." The administrator appointed by the MDL Court to administer the MDL Expense Fund and Litigating Subdivision Cost Fund as provided in the Fee Agreement.
- G. "Cost Funds." Collectively, the MDL Expense Fund and Litigating Subdivision Cost Fund.
- H. "Fee Entitlement." Any right, entitlement or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop agreement, or any other arrangement by which counsel could receive compensation or other consideration. For the avoidance of doubt, the scope of Fee Entitlement under paragraph II.G.3.a does not include any Attorneys' fees associated with representation of a State.

- I. “*Fee Panel.*” The three-person panel appointed by the MDL Court to administer the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.
- J. “*Litigating Subdivision Cost Fund.*” The cost fund described in Section II.E herein.
- K. “*MDL Court.*” United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.
- L. “*MDL Expense Fund.*” The cost fund described in Section II.F below.
- M. “*MDL PEC.*” The Plaintiffs’ Executive Committee appointed by the MDL Court.
- N. “*Non-Participating Litigating Subdivision.*” A Litigating Subdivision that is not a Participating Subdivision.
- O. “*Participating Litigating Subdivision.*” A Litigating Subdivision that is also a Participating Subdivision.
- P. “*Participation Agreement.*” An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.
- Q. “*Qualifying Representation.*” Legal services provided for representation of a Participating Litigating Subdivision regarding Released Claims against Released Entities.
- R. “*State Back-Stop Agreement.*” Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys’ fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.

II. Fees and Costs

- A. *Total Attorneys’ Fees and Costs.*
 - 1. Total attorneys’ fees and costs to be paid by Janssen to Attorneys in each of the relevant Payment Years under this Agreement shall be up to the following amounts, subject to the provisions set forth below, including with respect to the division of the Attorney Fee Fund into its sub funds:

	Attorney Fee Fund (Contingency Fee Fund and Common Benefit Fund)	MDL Expense Fund	Litigating Subdivision Cost Fund
Payment Year 1	\$32,391,518.74	\$9,615,384.61	\$10,000,000.00
Payment Year 2	\$35,936,883.63		\$10,000,000.00
Payment Year 3	\$64,482,248.52		\$10,000,000.00
Payment Year 4	\$43,720,414.21		
Payment Year 5	\$43,720,414.21		
Payment Year 6	\$43,720,414.21		
Payment Year 7	\$43,720,414.21		

2. The sub funds within the Attorney Fee Fund shall include the Common Benefit Fund and the Contingency Fee Fund. The Cost Funds shall include the MDL Expense Fund, and the Litigating Subdivision Cost Fund. The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.
3. The Contingency Fee Fund and the Common Benefit Fund shall be administered by a Fee Panel to be appointed by the MDL Court that will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Order. The Cost Funds shall be administered by the Cost and Expense Fund Administrator to be appointed by the MDL Court who will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of costs pursuant to this Agreement and the MDL Court's Order.
4. The fees and costs to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations only. Fees and costs to be paid under this Fee Agreement are not available prior to the Effective Date of the Janssen Agreement or if the Janssen Agreement does not proceed past Janssen's determination in Section VIII.A of the Janssen Agreement. Fees and costs to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees and costs under this Fee Agreement are not available for representation of

any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.

B. *Attorney Fee Fund and Sub Funds*

1. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund.
2. In no event shall Janssen be required to pay more into the Attorney Fee Fund in any Payment Year than the maximum amount specified for that Payment Year in paragraph II.A.1, which amounts are reflected in Exhibit M to the Janssen Agreement. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions and offsets set forth below.
3. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Janssen Agreement, as set forth in Exhibit G to the Janssen Agreement, and shall be made applying the Mathematical Model attached as Exhibit “A” to this Fee Agreement. The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a Counsel to participate as required in Section II.G. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.
4. As to awards from the Contingency Fee Fund, there shall be no right of appeal.
5. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard.

C. *Common Benefit Fund (60% of the Attorney Fee Fund.)*

1. Funds in the Attorney Fee Fund shall be allocated to the Common Benefit Fund according to the schedule set forth below, subject to the adjustments described in paragraph II.C.5. The payments are to be made on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 1	\$19,434,911.24
Payment Year 2	\$21,562,130.18
Payment Year 3	\$38,689,349.11
Payment Year 4	\$26,232,248.53
Payment Year 5	\$26,232,248.53
Payment Year 6	\$26,232,248.53
Payment Year 7	\$26,232,248.53
Total:	\$184,615,384.64

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who:
 - a. have performed work for the common benefit of all subdivisions pursuant to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated June 19, 2018, under docket number 636, which is included herein by reference; and
 - b. satisfy the eligibility criteria set forth in Section II.G.

For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.4, Attorneys representing Tribal Nations litigating against Janssen that have reached a settlement for Released Claims with Janssen and/or Released Entities and meet the eligibility criteria in Section II.G shall be eligible.

3. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the June 19, 2018 Order;
4. In assessing the benefits that an Attorney has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribes for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Attorney and his or her clients have contributed to increasing (or reducing) the Initial Participation Tier achieved through participation in the Janssen Agreement, (ii) the Attorney and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Janssen Agreement, and (iii) the Attorney and his or her clients have contributed to the potential triggering of any suspension, reduction, or offset of Settlement payment amounts under the Janssen Agreement. The panel may also consider additional fee recoveries the Attorney may potentially obtain, including, but not limited to, from State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients,

whether they participated in the Janssen Agreement or not. It is the intent of this provision to recognize that the goal of the Janssen Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. Therefore, representing a Non-Participating Subdivision does not further the goal of the Janssen Agreement, and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing Later Litigating Subdivisions is antithetical to the Janssen Settlement, detracts from Common Benefit, and is addressed by the ethics opinion discussed in paragraph II.I.4. The Fee Panel shall consider this concept of "common detriment" set forth in this paragraph in all of its decision making with respect to the allocation of the Attorney Fee Fund among Attorneys, as well as, in its discretion, any offsets provided to Janssen as set forth in paragraph II.C.6 and Section II.H. The Fee Panel shall consider the totality of the Attorney's Participating Litigating Subdivisions as compared to the Attorney's Non-Participating Litigating Subdivisions; the Parties recognize that, although the goal is for 100% participation, Attorneys with a higher number of clients have a higher probability of having one or more non-Participating Litigating Subdivision. As used in this paragraph II.C.4, "client" or "representing" a Subdivision shall include any Litigating Subdivision as to which the Attorney has a Fee Entitlement.

5. As set forth in paragraph II.C.6 and Section II.H, the Fee Panel must consider the factors described in paragraph II.C.4 to determine how and whether to reduce the amounts to be paid by Janssen under this Fee Agreement and to determine how to allocate funds among Attorneys. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given Janssen in this Fee Agreement shall be applied against Payment Year 7 and working backwards. Any reduction to an Attorney not credited to Janssen shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.
6. The amounts to be provided as a credit or offset to Janssen from the Common Benefit Fund shall depend on the relevant Participation Tier achieved, set forth in Exhibit H of the Janssen Agreement, as follows:
 - a. At Participation Tier 1 or below, the Common Benefit Fund payments to be paid by Janssen shall be reduced as follows:
 - i. With respect to any Attorney seeking payment from the Common Benefit Fund, the Fee Panel shall compare the aggregate allocation that Participating Litigating Subdivisions with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics with the aggregate amount that all Litigating Subdivisions (Participating and Non-Participating) with which the Attorney has a

Fee Entitlement would receive using the negotiating class allocation metrics, provided that only Litigating Subdivisions in Settling States shall be considered for this ratio. The Fee Panel will multiply the amount to be paid to that Attorney from the Common Benefit Fund by that ratio, reduce the Attorney's award by a maximum reduction of 15%, and the dollar amount of such reduction shall be deducted, dollar-for-dollar, from the amount owed by Janssen to the Common Benefit Fund of the Attorney Fee Fund.

- ii. In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Janssen Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Janssen's obligation to pay fees under this Fee Agreement, Janssen's obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar for any amount of such fee assessments or payments (in the aggregate based on all reductions in this subparagraph II.C.6.a.ii) that exceed the reductions in subparagraph II.C.6.a.i.
 - iii. For the avoidance of doubt, in Tier 1 for each settlement or judgment with Janssen that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for Janssen, unless the assessment or payment occurs after the Payment Date for Year 7.
- b. At Participation Tier 2, the Common Benefit Fund payments to be made by Janssen shall be reduced only as follows:
- i. Reduction by the Fee Panel. With respect to all Attorneys making an application that seeks payment from the Common Benefit Fund, the Fee Panel shall, following a determination that an Attorney is eligible under Section II.G, apply the criteria specified in paragraph II.C.4 in determining whether the lack of participation by Subdivisions with which an Attorney has a Fee Entitlement has resulted in a reduction in the Participation Tier achieved, reduction in benefit to Participating Subdivisions as a result of reductions in Incentives A-D, and/or potential triggering of a suspension, reduction, or offset under the Janssen Agreement. If the Fee Panel concludes that such a reduction has occurred, it must consider (1) the relative size of the Non-Participating Subdivision, as adjusted by the severity measures reflected in Exhibit H (governing the Participation Tiers) of the Janssen Agreement, and the impact of its non-participation on the

Janssen Agreement as a whole (including amounts of Incentive Payments and triggering of suspensions, reductions, or offsets); (2) whether and by how much the payment to the Attorney from the Common Benefit Fund should be reduced as a result of the impact of such non-participation on Participating Subdivisions; and (3) whether some or all of said reduction should revert to Janssen due to the reduction in peace obtained from the Janssen Agreement. Consideration of the factors discussed in this subparagraph and paragraph II.C.4 is mandatory. The decision whether to (and by how much) to reduce payments by Janssen or to reduce the payment to any Attorney based on the factors in paragraph II.C.4 shall be in the sole discretion of the Fee Panel.

ii. Offsets.

- (1) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Janssen Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Janssen's obligation to pay Common Benefit Fees under this Fee Agreement, Janssen's obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar up to the amount of the fee assessment or payment, except that such amount shall be capped at 7.5% of the amount of the settlement or judgment. Such reduction shall be taken first from Payment Year 7 of Janssen's payments to the Common Benefit Fund of the Attorney Fee Fund up to the full amount of Janssen's payment obligation in Payment Year 7, then from Payment Year 6, and so on.
 - (2) For the avoidance of doubt, for each settlement or judgment with Janssen that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for Janssen, unless the assessment or payment occurs after the Payment Date for Payment Year 7.
- c. At Participation Tier 3, the reductions to the Attorney Fee Fund shall be the same as set forth in subparagraph II.C.6.b, except that the cap on each offset shall be 5% of the amount of such settlement or judgment.
 - d. At Participation Tier 4, there shall be no reductions to Janssen's obligations to make payment into the Common Benefit Fund, but the principles set forth in paragraph II.C.4 shall continue to apply.

D. *Contingency Fee Fund.* (40% of the Attorney Fee Fund.)

1. Funds from the Attorney Fee Fund shall be allocated to the Contingency Fee Fund on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 1	\$12,956,607.50
Payment Year 2	\$14,374,753.45
Payment Year 3	\$25,792,899.41
Payment Year 4	\$17,488,165.68
Payment Year 5	\$17,488,165.68
Payment Year 6	\$17,488,165.68
Payment Year 7	\$17,488,165.68
Total:	\$123,076,923.09

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in Section II.G.
3. The Contingency Fee Fund shall be available to Attorneys who
 - a. represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court, and
 - b. meet the eligibility criteria of Section II.G.
 - c. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.
4. The amounts owed by Janssen to the Contingency Fee Fund shall depend on the relevant Participation Tier set forth in Exhibit H of the Janssen Agreement as follows:
 - a. At Participation Tiers 1, 2 and 3, the Contingency Fee Fund payments shall be reduced as follows:
 - i. For Non-Settling States, the Contingency Fee Fund payments shall first be reduced by the amounts identified by the Fee Panel, pursuant to paragraph II.H.6, that would have been owed to counsel for Litigating Subdivisions in Non-Settling States, had those States and those Litigating Subdivisions been Settling States and Participating Subdivisions.

- ii. Following the calculation in subparagraph II.D.4.a.i, the Contingency Fee Fund payments shall be reduced to reflect the non-joinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to paragraph II.H.6, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.
- b. At Participation Tier 4, there shall be no reductions in the Contingency Fee Fund.
- c. In the event that Janssen, prior to the Effective Date of the Janssen Agreement, settles with any Litigating Subdivision and, under such settlement agreement pays attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Janssen Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settling Litigating Subdivision, shall be credited and/or returned to Janssen as if determined under (a)(ii) above, except that such credit shall not be greater than the amount to the Attorneys paid under the Litigating Subdivision's prior settlement agreement.

E. *Litigating Subdivision Cost Fund.*

1. Janssen shall pay \$30,000,000.00 into the Litigating Subdivision Cost Fund, according to the schedule set forth below:

Payment Year 1	\$10,000,000.00
Payment Year 2	\$10,000,000.00
Payment Year 3	\$10,000,000.00
Total	\$30,000,000.00

2. The Litigating Subdivision Cost Fund shall be available to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions or to compensate Participating Litigating Subdivisions for direct in-house costs for expenditures related to their litigation against Janssen including the cost of in-house employees. No funds in the Litigating Subdivision Cost Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision. In allocating the Litigating Subdivision Cost Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021.

3. During the period between July 21, 2021, and the Effective Date, the MDL PEC, as well as Litigating Subdivisions eligible to claim costs from the Litigating Subdivision Cost Fund, shall make best efforts to cease litigation activity against Janssen, including by jointly seeking stays or severance of claims against Janssen, where feasible, or postponements if a motion to stay or sever is not feasible or is denied, so long as such actions are not otherwise detrimental to the Litigating Subdivision.
4. In the event that Janssen, prior to the Effective Date of the Janssen Agreement, settles with any Litigating Subdivision and, under such settlement agreement pay costs to the Litigating Subdivision or its Attorney, the MDL Cost and Expense Fund Administrator shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, using the same criteria applicable to all applicants to the Litigating Subdivision Cost Fund, determine what amount in costs the Litigating Subdivision or its Attorney would have been paid from the Subdivision Cost Fund if they had settled under the Janssen Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to Janssen, except that such sum shall not be greater than the amount paid under the previously settled Litigating Subdivision's settlement agreement.
5. The MDL Court shall appoint a Cost and Expense Fund Administrator, who shall develop a process and criteria, with input from participating counsel, by which to a) determine the distribution of amounts from the MDL Expense Fund in pursuit of the claims against Janssen; and b) receive and evaluate applications from Participating Litigating Subdivisions, whether filed in Federal Court or State Court, to seek reimbursement from the Litigating Subdivision Cost Fund for eligible costs under Section II.E.2 in pursuit of the claims against Janssen. The Cost and Expense Fund Administrator shall require transparency from all applicants as to any other sources for compensating Attorneys for Litigating Subdivisions for costs incurred. The Cost and Expense Fund Administrator shall be compensated from the Fund.
6. In the event that the total amount of reimbursements from the Litigating Subdivision Cost Fund approved as reasonable by the Cost and Expense Administrator is less than the \$30,000,000.00, any remaining funds shall revert to Janssen.

F. *MDL Expense Fund.*

1. In Payment Year 1 of the Janssen Settlement, Janssen shall pay the following amount into the MDL Expense Fund:

MDL Expense Fund	\$9,615,384.61

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL Counsel for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The MDL Expense Fund will be paid directly to the MDL Cost Account, set up by MDL Order and will be administered under the ongoing jurisdiction of the MDL Court, as provided below. No funds may be used to compensate the costs incurred by Non-Participating Subdivisions or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions.
3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021, unless the Administrator determines that there are sufficient funds to cover all subdivision costs incurred prior to July 21, 2021 and that special circumstances exist to justify costs incurred following the public announcement of the Janssen Agreement.

G. Eligibility.

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees, including referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with input from Attorneys for Participating Litigating Subdivisions, for who should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in paragraph II.G.3, must be subject to the criteria set forth in paragraph II.C.4, and must be disclosed to the Fee Panel.
2. An Attorney may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and the Litigating Subdivision Cost Fund and any fund created by a past or future State Back-Stop Agreement, provided the Attorney satisfies the requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

3. An Attorney may not receive any payment from the Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:
 - a. The Attorney must expressly waive the enforcement against the Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund or costs from the Cost Funds. All applications for attorneys' fees or costs under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees or costs under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.
 - b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.
 - c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation that the Attorney could not undertake consistent with the ethics opinion referenced in paragraph II.I.4.
 - d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions. For the avoidance of doubt, this representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions represented by other Attorneys that are the result of the MDL Court's Common Benefit order.
 - e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision.

- f. The Attorney must certify that s/he has reviewed the ethics opinion referenced in paragraph II.I.4 and will act in conformity with such opinion.
 - g. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Janssen Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.
 - h. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, and deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement, and for which case(s) it was signed.
 - i. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Janssen Agreement to be fair and will make or has made best efforts to recommend the Janssen Agreement to his or her Subdivision clients in Settling States. For avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this section shall include an affirmation by the Attorney in compliance with this Subsection.
4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision. All applications for attorneys' fees under this Section shall include an affirmation by the Attorney of compliance with this Section.
 5. An Attorney who has filed an application under this section and received an award of attorneys' fees shall provide a certification of compliance with the Sections of this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments.
 6. If, at any time, the Attorney is unable to make the representations set forth in this Section, such representations become untrue, or the Attorney falsely represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.

7. If an Attorney has a Fee Entitlement with a Later Litigating Subdivision or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify Janssen and the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement with, a Later Litigating Subdivision shall be prohibited from receiving any future funds from the Attorney Fee Fund. If an Attorney fails to notify Janssen and the Fee Panel of such Fee Entitlement with a Later Litigating Subdivision, the Attorney shall be required to refund amounts previously paid.
8. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could re-consider the Attorney's eligibility.
9. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Janssen Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.
10. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the arbitration procedures outlined herein.

H. *Calculation of Amounts Due.*

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Attorney and each Participating Subdivision that applies under this Section. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this Section, except that the Fee Panel may receive information from Janssen as to (a) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in paragraph II.C.4; and (c) such other information as Janssen may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for the arbitration process consistent with this Fee Agreement and orders of the MDL Court. Such procedures may include submission of documentary and/or other evidence, interviews with applicants and/or other counsel (including counsel for Janssen) that the Fee Panel deems appropriate, and/or other means of creating a record upon which fee awards will be based.
3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in Section II.G of this Fee Agreement and the criteria set forth in Section II. In addition, the Fee Panel will give consideration in regard to Common Benefit awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):
 - a. The Attorney's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Attorney's financial commitment to such Qualifying Representations. Claimed "time" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;
 - b. The novelty, time, and complexity of the Qualifying Representations;
 - c. The skill requisite to perform legal services properly and undesirability of the case;
 - d. The preclusion of other employment by the Attorney due to time dedicated to Qualifying Representations;
 - e. The "common benefit," if any, alleged to have been conferred by the Attorney and whether such common benefit work product by that Attorney was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that any Attorney claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;
 - f. Any "common detriment," as set forth in paragraph II.C.4.
 - g. Any contingent fee agreement or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such

Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);

- h. The experience, reputation, and ability of the Attorney;
- i. Whether the Attorney's clients brought Released Claims against Released Entities;
- j. The status of discovery in cases primarily handled by the Attorney;
- k. The nature of any work by the Attorney on "bellwether" cases or cases that were similarly active in litigation;
- l. Any pressure points successfully asserted by the Attorney in cases against Janssen or any risk for Janssen created by the Attorney in cases against them;
- m. Any risk for defendants created by applicants in cases against Janssen;
- n. Successful and unsuccessful motion practice in cases worked on by the Attorney;
- o. The date of filing of any cases filed by the Attorney;
- p. Obtaining consolidation of the litigation in the Attorney's jurisdiction;
- q. The number and population of entities represented by the Attorney and the fees that would have been awarded under extinguished contingent fee arrangements;
- r. Whether the Attorney's clients brought claims against Janssen;
- s. Whether the Attorney has had a leadership role in the litigation, whether in state or federal court;
- t. Whether the Attorney has had a leadership role in any negotiations aimed at resolving the litigation;
- u. Whether the Attorney's cases have survived motions to dismiss;
- v. The extent to which the Attorney contributed to the work product used for the common benefit of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;

- w. The extent to which litigation was done prior to and contributed to completion of settlement negotiations, as distinct from litigation that was done litigating after the announcement of the Janssen Agreement, such latter litigation both being of less value and potentially resulting a common detriment to the settlement process; and
 - x. Any other factors that the Fee Panel finds to be appropriate to consider after input from applicants to the Attorney Fee Fund.
4. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Attorney seeking compensation from the Attorney Fee Fund pursuant to processes and procedures developed by the Fee Panel, which shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Attorney shall, at a minimum, require each Attorney to
- a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;
 - b. Identify all Subdivisions in both Settling and Non-Settling States (and, where applicable, Tribal Nations) with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;
 - c. Identify which of those Subdivisions are Participating Subdivisions and which are not (with similar information for Tribal Nations, where applicable);
 - d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;
 - e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund;
 - f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters;
 - g. Notwithstanding "a-f" above, the Panel may consider a supplemental application if the Attorney shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award.

Examples would include, but are not limited to, an Attorney having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or the Participation Tier, or an Allocation Agreement is reached.

5. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):
 - a. Review the applications of all Attorneys seeking compensation from the Common Benefit Fund, including determining eligibility for each Attorney as set forth in Section II.G.
 - b. Reduce, on an annual basis, Janssen's payment obligations, as set forth in paragraph II.C.5. The Panel shall inform Janssen and the MDL PEC of all such amounts and adjust Janssen's payment obligations accordingly.
 - c. Using criteria set forth in Sections II.C and II.I, allocate amounts from the Common Benefit Fund to eligible Attorneys, including payment amounts for each Payment Year. In making such allocations (regardless of the Participation Tier achieved), the Panel shall apply the principles set forth in paragraph II.C.4 and shall allocate any reduction in the payments of Janssen specified in paragraph II.C.5 to the amounts paid to Attorneys with a Fee Entitlement to Litigating Subdivisions that are not Participating Subdivisions.
6. With respect to the Contingency Fee Fund, the Fee Panel shall:
 - a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in Section II.G.
 - b. Apply the Mathematical Model in Exhibit A.
 - c. Use such allocations to reduce payments, on an annual basis, the payment obligations of Janssen to the Attorney Fee Fund as set forth in paragraph II.D.4, and distributions therefrom, and inform Janssen and the MDL PEC of all such adjustments.
7. To the extent that there is a dispute about the calculations of the Fee Panel related to the amounts that Janssen is required to pay (including application of any reductions or offsets under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.

8. For purposes of determination of fee or cost awards, allocations, reductions, and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee or cost award at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).
9. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision or allocates cost to such Participating Litigating Subdivision and that Subdivision is in a Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

I. *Miscellaneous.*

1. The costs associated with the Fee Panel prior to the Effective Date of the Attorney Fee Agreement shall be funded by Janssen. The Fee Panel shall charge an hourly rate that previously has been approved by a federal or state court and shall provide a budget and a cap for such work prior to the Effective Date, which shall be approved by Janssen and such approval shall not be unreasonably withheld. Janssen shall receive a refund for any such payment of pre-Effective Date costs from interest that accrues on the monies in the Attorney Fee Fund (including interest that accrues during such time as the Attorney Fee Fund monies are in escrow prior to the Effective Date of the Janssen Agreement), up to the amount of such costs. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Janssen. The costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the MDL Expense Fund and the Litigating Subdivision Cost Fund and shall not be otherwise funded by Janssen.
2. The MDL PEC will seek, and the Attorneys General for Settling States and Janssen will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or paid in a case otherwise under the jurisdiction of the MDL Court.
3. The MDL PEC shall provide to Janssen information they have that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or having signed a Participation Agreement.

4. The MDL PEC shall retain ethics counsel of its choice to provide an opinion that addresses the compliance of its ethical obligations, as it relates to the Janssen Agreement. Such opinion shall address the issue of the potential conflict of interest for an Attorney that had represented a Participating Subdivision also representing a Later Litigating Subdivision as defined in the Janssen Agreement. This Subsection shall be enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The opinion shall be provided to Janssen as soon as it is completed and, in any event, prior to July 31, 2021 and shall be disseminated to counsel eligible to apply to the Attorney Fee Fund within 30 days of the announcement of the Janssen Agreement. The MDL PEC represents that it will comply with this opinion until the Reference Date and thereafter if the Janssen Agreement proceeds.
5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as secret under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents). However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

III. Miscellaneous

A. *Termination.* If the Janssen Agreement does not proceed past the Reference Date, whether because Janssen does not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Janssen shall have no obligation to make any payments under this Fee Agreement, and Janssen and the PEC shall take such steps as are necessary to restore the *status quo ante*.

B. *MDL Court Consideration.* This Fee Agreement shall be attached as an exhibit to the Janssen Agreement. This Fee Agreement shall also be submitted by Janssen and the MDL PEC to the MDL Court for approval pursuant to the motion and order that shall be attached, prior to the Preliminary Agreement Date of the Janssen Agreement, as Exhibit B.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Janssen under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in paragraph II.C.4, or any other material change to the draft Order attached as part of Exhibit B or the terms of this Fee Agreement, Janssen and the MDL PEC shall meet and confer concerning such changes.
2. If Janssen and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement in the event discussed in paragraph III.B.1, this Fee

Agreement shall be null and void, Janssen shall have no obligation to make any payments under this Fee Agreement, and Janssen and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.

C. *Amendment.* Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of Janssen and the MDL PEC and (2) approval by the MDL Court.

D. *Jurisdiction and Enforcement.* The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of Janssen as set forth in this section, and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against Janssen, including data and documents, depositions, expert reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this paragraph authorizes the MDL Court to act contrary to this Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Janssen Agreement.

EXHIBIT S

Agreement on the State Cost Fund Administration

1. **Creation of a State Cost Fund.** Janssen and the Settling States agree to the creation of a state cost fund to pay litigation costs and expenses associated with litigation and investigation related to the opioid litigation (hereinafter the “State Cost Fund”). This agreement is a material part of the Settlement Agreement. The State Cost Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Counsel Fee Fund, Subdivision Costs Fund, and the MDL Expense Fund. No funds may be released from the State Cost Fund to Non-Settling States.
2. **State Cost Fund Amount.** In Payment 1 of the Settlement, Janssen shall pay into the State Cost Fund \$13,461,539 (the “State Cost Fund Amount”). Janssen’s State Cost Fund payment shall be a component of its Global Settlement Attorney Fee Amount payable to the Attorney Fee Fund, for Payment 1.
3. **State Cost Fund Committee.** A committee of Attorneys General from Settling States or their designated representatives (hereinafter the “State Cost Fund Committee”) shall oversee the State Cost Fund. The committee shall initially consist of the following states: (a) Delaware; (b) Florida; (c) Georgia; (d) New York; (e) North Carolina; (f) Ohio; (g) Tennessee; and (h) Texas. The Settling State Attorneys General may by majority vote add or change the composition of the State Cost Fund Committee, including replacing any above State, if that State is not a Settling State.
4. **State Cost Fund Administrator.** The State Cost Fund Committee shall select an administrator (the “State Cost Fund Administrator”). The State Cost Fund Administrator may be different from the Settlement Administrator under the Settlement Agreement. The State Cost Fund Administrator shall be responsible for administering the State Cost Fund and making payments to Settling States.
5. **State Cost Fund Guidelines.** Monies in the State Cost Fund shall be released without any delay to reimburse Settling States for documented opioid litigation and investigation costs incurred or paid. In allocating the State Cost Fund, no funds shall be allocated for costs incurred after July 21, 2021. The State Cost Fund Committee shall establish guidelines for the submission and approval of expenses eligible for reimbursement from the State Cost Fund. The State Cost Fund Administrator shall, in accordance with such guidelines, receive from Settling States records sufficient to demonstrate the incurrence and/or payment of each expense attributable to investigation or litigation related to the opioid litigation, including any outstanding National Association of Attorneys General grant.
6. **State Cost Fund Payment Priorities and Residual.** To the extent that that the aggregate eligible submissions of costs and expenses from Settling States exceed the State Cost Fund Amount, payments to Settling States shall be paid in the following order until the State

Cost Fund is exhausted. If the State Cost Fund is unable to fully pay costs at any of the following levels, then Settling States with costs at that level shall be paid on a proportional basis. All expenses with a lesser priority from the level where the State Cost Fund is exhausted will not be reimbursed from the State Cost Fund. Costs shall be paid in the following order: (a) the reasonable costs of the State Cost Fund Administrator, if any; (b) repayment of the National Association of Attorneys General grants connected to opioid litigation; (c) costs incurred or paid by outside counsel for a Settling State litigating against Janssen apart from any fee owed; (d) litigation-related costs attributable to the Janssen case incurred or paid by a Settling State litigating against Janssen; (e) pre-suit investigation-related costs attributable to a Janssen investigation incurred or paid by either a Settling State outside counsel (not including any amount of fees or any costs which have already been reimbursed pursuant to clause (c), above) or a Settling State investigating Janssen; (f) costs incurred or paid by a Settling State or outside counsel litigating against another opioid defendant other than a cost share entered into by a Settling State, which costs have not yet been paid under a preceding clause of this paragraph; (g) the amounts paid by a Settling State as part of cost share related to the filing of a proof of claim in the Purdue Pharma, L.P. bankruptcy; and (h) the amounts paid by a Settling State as part of any other cost share, including, but not limited to the cost share entered into by the Non-Consenting States in the Purdue Pharma, L.P. bankruptcy. If the State Cost Fund has additional monies after payment of the State Cost Fund Administrator's and all Settling States' submitted costs, then the remaining funds will be provided to the National Association of Attorneys General to be placed in the Financial Services Fund for the purpose of funding grants for consumer protection or healthcare-related enforcement or training activities. In determining what costs are attributable to Janssen, the State Fund Committee shall develop a guideline that ensures that all Settling States are treated equitably.

EXHIBIT T
Severity Factors

State	Severity Factor
Alabama	108.5243%
Alaska	107.8614%
American Samoa	102.7639%
Arizona	107.7129%
Arkansas	103.2818%
California	82.8688%
Colorado	95.2263%
Connecticut	121.0971%
Delaware	155.5946%
District of Columbia	88.3270%
Florida	107.9604%
Georgia	86.6675%
Guam	96.8019%
Hawaii	77.1051%
Idaho	93.0570%
Illinois	86.6318%
Indiana	108.6768%
Iowa	78.2056%
Kansas	89.6374%
Kentucky	150.0126%
Louisiana	105.2878%
Maine	132.7534%
Maryland	115.2160%
Massachusetts	110.3001%
Michigan	112.4239%
Minnesota	75.9148%
Mississippi	96.7243%
Missouri	107.8496%
Montana	99.7815%
N. Mariana Islands	100.2421%
Nebraska	71.9045%
Nevada	130.5519%
New Hampshire	144.4997%
New Jersey	102.3701%
New Mexico	128.9295%
New York	91.4472%

North Carolina	102.2754%
North Dakota	76.0864%
Ohio	123.0063%
Oklahoma	129.3047%
Oregon	108.9094%
Pennsylvania	118.2821%
Puerto Rico	73.9803%
Rhode Island	143.8802%
South Carolina	99.6801%
South Dakota	76.4482%
Tennessee	129.9078%
Texas	71.6286%
Utah	119.5878%
Vermont	140.2239%
Virgin Islands	100.4396%
Virginia	88.1611%
Washington	100.5007%
Wisconsin	99.6616%
Wyoming	100.9659%

EXHIBIT U

Agreement on the State Outside Counsel Fee Fund

1. **Creation of a State Outside Counsel Fee Fund.** Janssen and the Settling States agree to the creation of a state outside counsel fee fund to pay reasonable attorney's fees of Settling States with outside counsel in connection with litigation against Janssen (the "State Outside Counsel Fee Fund"). This agreement is a material part of the Settlement Agreement. All terms utilized in this Agreement shall have the same meaning as in the Settlement Agreement unless otherwise indicated.
2. **State Outside Counsel Fee Fund Administration.** The State Outside Counsel Fee Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Cost Fund, and the MDL Expense Fund. A committee of Attorneys General shall oversee the State Outside Counsel Fee Fund ("Fee Fund Committee"). The Fee Fund Committee shall initially consist of the following: (a) Arkansas; (b) Florida; (c) New Jersey; and (d) Puerto Rico. The Fee Fund Committee shall select a settlement fund administrator (who may or may not be different from the Settlement Administrator under the Distributor Agreement) (the "Fee Fund Administrator") who shall administer the State Outside Counsel Fee Fund according to the guidelines and directives of the Fee Fund Committee.
3. **State Outside Counsel Fee Eligibility.** To participate in the State Outside Counsel Fee Fund, an outside counsel for a Settling State must have filed and be maintaining an action in the name of a Settling State or its attorney general against Janssen in a state or federal court as of June 1, 2021. No Settling State can draw attorney's fees from both the State Outside Counsel Fee Fund and the similarly sized fund to reimburse Settling State's without outside counsel.
4. **State Outside Counsel Fee Fund Amount.** Janssen shall pay funds in the State Outside Counsel Fee Fund according to the schedule set forth below, as part of its annual Global Settlement Attorney Fee Amount payable to the Attorney Fee Fund, subject to the adjustments described below:

Payment Year 1	\$32,391,518.74
Payment Year 2	\$30,769,230.77
Payment Year 3	\$ 4,146,942.80
5. **State Outside Counsel Fee Fund Availability and Calculation of Amount.**
 - a. The State Outside Counsel Fee Fund shall be available to compensate private counsel for State Attorneys General for approved fees arising out of representation of the State pursuant to the schedule developed by the Fee Fund Committee and provided to Janssen.

- b. Fees shall be calculated by adding two components: (a) a fixed amount consisting of fifty (50%) of the amount allocated to a State utilizing the allocation percentage in the Settlement Agreement multiplied times 4.5%; and (b) a proportional percentage of the remaining fee due under that Settling State's contract assuming that fifty (50%) of the State's recovery is allocable to a Settling State (versus allocable to the Settling State's Subdivisions) so that the fees of all Settling States (minus the base amount that would have been due to any of Non-Settling States) exhausts the State Outside Counsel Fee Fund. The proportional share percentage will be the same for each Settling State included in the State Outside Counsel Fee Fund. All amounts paid will be less any costs or fees of the Fee Fund Administrator.

6. Payment by the Fee Fund Administrator.

- a. If a Settling State and a Settling State's outside counsel agree that the amount calculated in paragraph 5 above satisfies in full amounts owed to all Settling State outside counsel, then upon written notice of that agreement and counsel waiving in writing any entitlement to any additional fee, the Fee Fund Administrator shall pay that Settling State's outside counsel pursuant to the calculation and any schedule created by the Fee Fund Committee.
- b. If a Settling State's outside counsel does not agree that the amount calculated in Paragraph 5 above satisfies in full amounts owed by the Settling State, then the Settling State's share shall be placed in an interest bearing escrow account (less reasonable expenses of the Fee Fund Administrator) and held unless and until the Settling State and its outside counsel agree in a signed writing to a resolution of the amount outstanding or there is a final judgment entered that is no longer appealable.
- c. Upon being provided a signed, written agreement or the final non-appealable judgment, the Fee Fund Administrator shall release monies from the State Outside Counsel Fee Fund in either the amount held by the Fee Fund Administrator, if the amount of the agreement or judgment is equal to or more than the amount held, or the amount indicated in the agreement or in the final judgment, if the amount in the agreement or judgment is less than the amount held.
- d. Nothing herein, including the amounts listed in paragraph 5 above, shall prevent a Settling State from arguing in any proceeding with its outside counsel that (a) its recovery was less than fifty (50%) percent of the recovery in the Settlement Agreement down to and including fifteen (15%) percent of the total recovery; (b) any payment should be discounted by an appropriate discount rate commensurate to the risk of the Settlement Agreement and the timeline that the Settling State is receiving its payments; (c) the settlement amount should be lower because a Settling State's amounts were reduced because a Settling State's outside counsel failed to obtain joinder from a Settling State's Subdivision(s) who(m) the outside counsel also represented;

or (d) any limitation placed by Janssen bars payment of a higher fee to outside counsel.

- e. In the event the amount due to the Settling State's outside counsel from an escrow account is less than the total amount of funds escrowed on the account of the Settling State, the balance shall be paid to the Settling State. In no event, other than a State not being a Settling State, shall funds revert to Janssen.
- f. Amounts owed by Janssen to the State Outside Counsel Fee Fund shall be reduced and/or credited to Janssen by the amount specified in paragraph 7, below, for any Non-Settling outside counsel States.

7. Reversion or Reduction of Amounts owed to Non-Settling States. Amounts owed by Janssen to the State Outside Counsel Fee Fund shall be reduced on account of Non-Settling States as follows:

- a. If the State of Washington does not become a Participating State and eleven (11) of the other outside counsel States in the table below become Participating States, then the amount Janssen owes under paragraph 4 will be reduced by the State of Washington's Fixed Amount in the table below.
- b. If ten (10) outside counsel States in the table below become Participating States, then the amount Janssen owes under paragraph 4 will be reduced by the allocated Fixed Amount in the table below for each Non-Settling State.
- c. If nine (9) or fewer of the outside counsel States in the table below become Participating States, then the amount Janssen owes under paragraph 4 will be reduced by each Non-Settling State's allocated Fixed Amount plus half the difference between the Non-Settling State's full share of the "Fee Amount if all OC States Join" and the Fixed Amount for each Non-Settling State.

	JJ Allocation %	JJ Payment Amount	State Share	Contract Rate	Full Contract Amount	Fixed Amount	Fee Amount if all OC States Join
Arkansas	0.9663486633%	\$44,048,604.48	\$22,024,302.24	TIPAC	\$4,452,430.22	\$991,093.60	\$3,608,210.22
Florida	7.0259134409%	\$318,598,151.79	\$159,299,075.89	TIPAC	\$11,464,953.79	\$7,168,458.42	\$10,417,038.57
Idaho	0.5254331620%	\$24,023,889.47	\$12,011,944.74	10%	\$1,201,194.47	\$540,537.51	\$1,040,060.24
Kentucky	2.0929730531%	\$95,444,090.08	\$47,722,045.04	TIPAC	\$4,636,102.25	\$2,147,492.03	\$4,029,130.22
Mississippi	0.8898883053%	\$40,549,243.09	\$20,274,621.55	TIPAC	\$4,277,462.16	\$912,357.97	\$3,456,713.24
Nevada	1.2486754235%	\$56,896,524.63	\$28,448,262.31	19%	\$5,405,169.84	\$1,280,171.80	\$4,399,082.82
New Hampshire	0.6258752503%	\$28,620,454.86	\$14,310,277.43	27%	\$3,863,761.41	\$643,960.23	\$3,078,451.90
New Jersey	2.7551354545%	\$124,934,796.18	\$62,467,398.09	33%	\$20,614,241.37	\$2,811,032.91	\$16,272,038.83
New Mexico	0.8557238713%	\$39,104,404.67	\$19,552,202.33	24	\$4,692,528.56	\$879,849.11	\$3,762,616.04
Ohio	4.3567051408%	\$197,559,821.57	\$98,779,910.78	TIPAC	\$8,438,995.54	\$4,445,095.99	\$7,464,883.44
Puerto Rico	0.7263201134%	\$33,083,484.37	\$16,541,742.19	25%	\$4,135,435.55	\$744,378.40	\$3,308,356.71
South Dakota	0.2169945907%	\$9,948,315.49	\$4,974,157.75	12%	\$596,898.93	\$233,837.10	\$505,909.15
Washington	2.3189040182%	\$105,153,378.36	\$52,576,689.18	13.5%	\$7,097,853.04	\$2,365,951.01	\$5,943,742.14

8. In the event that the Fee Fund Administrator has received from Janssen part or all of the amount that Janssen is entitled to offset under paragraph 7 above, the Fee Fund Administrator shall return to Janssen the amount so received.