

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 V.I.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 V.I.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.

1

revised July 30, 2021

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 V.I.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

3

revised July 30, 2021

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

2

revised July 30, 2021

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.

4

revised July 30, 2021

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

5

revised July 30, 2021

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

7

revised July 30, 2021

- 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.

6

revised July 30, 2021

- “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

8

revised July 30, 2021

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,

9

revised July 30, 2021

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:
- 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;
 - 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
 - (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 affirmation has become no

11

revised July 30, 2021

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.

10

revised July 30, 2021

- 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-

12

revised July 30, 2021

Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VLD.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VLD.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

13

revised July 30, 2021

- 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

15

revised July 30, 2021

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

14

revised July 30, 2021

- 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

16

revised July 30, 2021

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 Releasers 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 Releasers, 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 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 that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser 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 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 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,

17

revised July 30, 2021

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:
- 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;
 - applying any reductions, suspensions, or offsets required by Sections V and IX; and
 - 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.

19

revised July 30, 2021

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 Releasers. 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.** Releasers (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

18

revised July 30, 2021

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.

20

revised July 30, 2021

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.

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

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

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.

29

revised July 30, 2021

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

31

revised July 30, 2021

- 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

30

revised July 30, 2021

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 VI.E. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed

32

revised July 30, 2021

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 VLD.1 or by an Allocation Statute or a Statutory Trust described in subsection VLD.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 VLD.1 or VLD.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 VLE.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.

33

revised July 30, 2021

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

35

revised July 30, 2021

- (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 VLE.2.a, Settling States with populations under four (4) million that do not have existing regions described in subsection VLE.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 VLE.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

34

revised July 30, 2021

is properly characterized as described in subsection VLF, 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

36

revised July 30, 2021

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 VLD or VLE. 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%

37

revised July 30, 2021

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 VLD 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.

38

revised July 30, 2021

- 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

39

revised July 30, 2021

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").

40

revised July 30, 2021

- 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

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

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

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";

- 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.

- (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

- 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 V.I.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 V.I.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

49

revised July 30, 2021

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:

50

revised July 30, 2021

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 Papanonio 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

51

revised July 30, 2021

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 V.I.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.

52

revised July 30, 2021

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

53

revised July 30, 2021

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.

55

revised July 30, 2021

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.

54

revised July 30, 2021

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.

56

revised July 30, 2021

- (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.

57

revised July 30, 2021

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.

59

revised July 30, 2021

- (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

58

revised July 30, 2021

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.

60

revised July 30, 2021

EXHIBIT C

Litigating Subdivision and Special District List¹

1. Abbeville (AL), City of, Alabama
2. Albertville (AL), City of, Alabama
3. Alexander City (AL), City of, Alabama
4. Anniston (AL), City of, Alabama
5. Arab (AL), City of, Alabama
6. Argo (AL), City of, Alabama
7. Ashland (AL), City of, Alabama
8. Ashville (AL), City of, Alabama
9. Athens (AL), City of, Alabama
10. Attalia (AL), City of, Alabama
11. Attentus Mouton, LLC d/b/a Lawrence Medical Center (AL), Alabama
12. Auburn (AL), City of, Alabama
13. Autauga (AL), County of, Alabama
14. Baldwin (AL), County of, Alabama
15. Barbour (AL), County of, Alabama
16. Berry (AL), Town of, Alabama
17. Bibb (AL), County of, Alabama
18. Bibb County Healthcare Authority (AL), Alabama
19. Birmingham (AL), City of, Alabama
20. Blount (AL), County of, Alabama
21. Boaz (AL), City of, Alabama
22. Brent (AL), City of, Alabama
23. Bridgeport (AL), City of, Alabama
24. Brookwood (AL), Town of, Alabama
25. Brundidge (AL), City of, Alabama
26. Bullock (AL), County of, Alabama
27. Butler (AL), County of, Alabama
28. Butler (AL), Town of, Alabama
29. Calera (AL), City of, Alabama
30. Calhoun (AL), County of, Alabama
31. Camp Hill (AL), Town of, Alabama
32. Carbon Hill (AL), City of, Alabama
33. Cedar Bluff (AL), Town of, Alabama
34. Center Point (AL), City of, Alabama
35. Centre (AL), City of, Alabama
36. Centreville (AL), City of, Alabama
37. Chambers (AL), County of, Alabama
38. Cherokee (AL), County of, Alabama
39. Cherokee (AL), Town of, Alabama
40. Chickasaw (AL), City of, Alabama
41. Chilton (AL), County of, Alabama
42. Choctaw (AL), County of, Alabama
43. Clanton (AL), City of, Alabama
44. Clarke (AL), County of, Alabama
45. Clay (AL), County of, Alabama
46. Cleburne (AL), County of, Alabama
47. Cleveland (AL), Town of, Alabama
48. Coffee (AL), County of, Alabama
49. Colbert (AL), County of, Alabama
50. Conecuh (AL), County of, Alabama
51. Coosa (AL), County of, Alabama
52. Cordova (AL), City of, Alabama
53. Covington (AL), County of, Alabama
54. Crenshaw (AL), County of, Alabama
55. Cullman (AL), City of, Alabama
56. Cullman (AL), County of, Alabama
57. Cullman County Health Care Authority (AL), Alabama
58. Dadeville (AL), City of, Alabama
59. Dale (AL), County of, Alabama
60. Dale County Healthcare Authority (AL), Alabama
61. Daleville (AL), City of, Alabama
62. Dallas (AL), County of, Alabama

¹ For purposes of calculating the percentage of Litigating Subdivisions and Litigating Special Districts pursuant to Section V.E.5 and Exhibit H, an individual Litigating Subdivision or Litigating Special District 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 or Litigating Special District will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision or Litigating Special District otherwise counted in the denominator has the authority to release the Claims (consistent with Section IV) of the Litigating Subdivision or Litigating Special District to be excluded.

137. Lamar (AL), County of (Sheriff), Alabama
138. Lamar (AL), County of, Alabama
139. Lanett (AL), City of, Alabama
140. Lauderdale (AL), County of, Alabama
141. Lawrence (AL), County of, Alabama
142. Leeds (AL), City of, Alabama
143. Leesburg (AL), City of, Alabama
144. Leighton (AL), Town of, Alabama
145. Level Plains (AL), City of, Alabama
146. Limestone (AL), County of, Alabama
147. Lincoln (AL), City of, Alabama
148. Linden (AL), City of, Alabama
149. Locust Fork (AL), Town of, Alabama
150. Louisville (AL), City of, Alabama
151. Lowndes (AL), County of, Alabama
152. Luverne (AL), City of, Alabama
153. Macon (AL), County of, Alabama
154. Madison (AL), City of, Alabama
155. Madison (AL), County of, Alabama
156. Marengo (AL), County of, Alabama
157. Marion (AL), City of, Alabama
158. Marion (AL), County of, Alabama
159. Marshall (AL), County of, Alabama
160. Marshall County Health Care Authority (AL), Alabama
161. McKenzie (AL), Town of, Alabama
162. Medical West Hospital Authority (AL), Alabama
163. Midfield (AL), City of, Alabama
164. Mobile (AL), City of, Alabama
165. Mobile (AL), County of, Alabama
166. Mobile County Board of Health and Family Oriented Primary Health Care Clinic (AL), Alabama
167. Mobile County Emergency Medical Services System Rescue Squad (AL), Alabama
168. Monroe (AL), County of, Alabama
169. Monroe County Health Care Authority (AL), Alabama
170. Monroeville (AL), City of, Alabama
171. Montgomery (AL), City of, Alabama
172. Montgomery (AL), County of, Alabama
173. Moody (AL), City of, Alabama
174. Morgan (AL), County of, Alabama
175. Moulton (AL), City of, Alabama
176. Mountain Brook (AL), City of, Alabama
177. Munford (AL), Town of, Alabama
178. Muscle Shoals (AL), City of, Alabama
179. Nauvoo (AL), City of, Alabama
180. New Hope (AL), City of, Alabama
181. Northport (AL), City of, Alabama
182. Oakman (AL), Town of, Alabama
183. Oneonta (AL), City of, Alabama
184. Opelika (AL), City of, Alabama
185. Opp (AL), City of, Alabama
186. Orange Beach (AL), City of, Alabama
187. Oxford (AL), City of, Alabama
188. Ozark (AL), City of, Alabama
189. Parrish (AL), City of, Alabama
190. Pell City (AL), City of, Alabama
191. Perry (AL), County of, Alabama
192. Phenix City (AL), City of, Alabama
193. Pickens (AL), County of, Alabama
194. Piedmont (AL), City of, Alabama
195. Pike (AL), County of, Alabama
196. Pleasant Grove (AL), City of, Alabama
197. Powell (AL), Town of, Alabama
198. Prattville (AL), City of, Alabama
199. Priceville (AL), Town of, Alabama
200. Prichard (AL), City of, Alabama
201. Ragland (AL), City of, Alabama
202. Rainbow City (AL), City of, Alabama
203. Rainsville (AL), City of, Alabama
204. Red Bay (AL), City of, Alabama
205. Robertsdale (AL), City of, Alabama
206. Rockford (AL), Town of, Alabama
207. Russell (AL), County of, Alabama
208. Russellville (AL), City of, Alabama
209. Satsuma (AL), City of, Alabama
210. Scottsboro (AL), City of, Alabama
211. Selma (AL), City of, Alabama
212. Sheffield (AL), City of, Alabama
213. Shelby (AL), County of, Alabama
214. Shipley (AL), City of, Alabama
215. Slocumb (AL), City of, Alabama
216. Spanish Fort (AL), City of, Alabama
217. Springville (AL), City of, Alabama
218. St. Clair (AL), County of, Alabama
219. Sumiton (AL), City of, Alabama
220. Sumter (AL), County of, Alabama
221. Sweet Water (AL), Town of, Alabama
222. Sylacauga (AL), City of, Alabama
223. Sylacauga Health Care Authority (AL), Alabama

63. Daphne (AL), City of, Alabama
64. Dauphin Island (AL), Town of, Alabama
65. DCH Health Care Authority (AL), Alabama
66. Decatur (AL), City of, Alabama
67. DeKalb (AL), County of, Alabama
68. Demopolis (AL), City of, Alabama
69. Dora (AL), City of, Alabama
70. Dothan (AL), City of, Alabama
71. Double Springs (AL), Town of, Alabama
72. Douglas (AL), Town of, Alabama
73. Enterprise (AL), City of, Alabama
74. Escambia (AL), County of, Alabama
75. Etowah (AL), County of (Sheriff), Alabama
76. Etowah (AL), County of, Alabama
77. Eufula (AL), City of, Alabama
78. Evergreen (AL), City of, Alabama
79. Fairfield (AL), City of, Alabama
80. Fausdale (AL), Town of, Alabama
81. Fayette (AL), County of (Sheriff), Alabama
82. Fayette (AL), City of, Alabama
83. Fayette (AL), County of, Alabama
84. Foley (AL), City of, Alabama
85. Foley (AL), City of, Alabama
86. Fort Deposit (AL), Town of, Alabama
87. Fort Payne (AL), City of, Alabama
88. Franklin (AL), County of, Alabama
89. Fultondale (AL), City of, Alabama
90. Gadsden (AL), City of, Alabama
91. Geneva (AL), City of, Alabama
92. Geneva (AL), County of, Alabama
93. Geneva County Health Care Authority (AL), Alabama
94. Georgiana (AL), City of, Alabama
95. Geraldine (AL), Town of, Alabama
96. Gilbertown (AL), Town of, Alabama
97. Grant (AL), Town of, Alabama
98. Graysville (AL), City of, Alabama
99. Greene (AL), County of, Alabama
100. Greene County Hospital Board (AL), Alabama
101. Greensboro (AL), City of, Alabama
102. Greenville (AL), City of, Alabama
103. Guin (AL), City of, Alabama
104. Guntersville (AL), City of, Alabama
105. Gurley (AL), Town of, Alabama
106. Hale (AL), County of, Alabama
107. Haleyville (AL), City of, Alabama
108. Hamilton (AL), City of, Alabama
109. Hammondville (AL), Town of, Alabama
110. Hartselle (AL), City of, Alabama
111. Headland (AL), City of, Alabama
112. Healthcare Authority for Baptist Health (AL), Alabama
113. Health Care Authority of Clarke County (AL), Alabama
114. Health Care Authority of Morgan County – City of Decatur (AL), Alabama
115. Health Care Authority of the City of Huntsville d/b/a HH Health System, et al. (AL), Alabama
116. Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital (AL), Alabama
117. Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital for Women and Children (AL), Alabama
118. Health Care Authority of the City of Huntsville d/b/a Madison Hospital (AL), Alabama
119. Henagar (AL), City of, Alabama
120. Henry (AL), County of, Alabama
121. HH Health System - Athens Limestone, LLC d/b/a Athens Limestone Hospital (AL), Alabama
122. HH Health System - Morgan, LLC d/b/a Decatur Morgan Hospital - Decatur and Decatur Morgan Hospital - Parkway (AL), Alabama
123. HH Health System - Shoals, LLC d/b/a Helen Keller Hospital and Red Bay Hospital (AL), Alabama
124. Homewood (AL), City of, Alabama
125. Hoover (AL), City of, Alabama
126. Houston (AL), County of, Alabama
127. Hueytown (AL), City of, Alabama
128. Huntsville (AL), City of, Alabama
129. J. Paul Jones Hospital (AL), Alabama
130. Jackson (AL), County of, Alabama
131. Jackson County Health Care Authority (AL), Alabama
132. Jacksonville (AL), City of, Alabama
133. Jasper (AL), City of, Alabama
134. Jefferson (AL), County of (Sheriff), Alabama
135. Jefferson (AL), County of, Alabama
136. Killen (AL), City of, Alabama

224. Talladega (AL), City of, Alabama
225. Talladega (AL), County of, Alabama
226. Tallapoosa (AL), County of, Alabama
227. Tarrant (AL), City of, Alabama
228. Thomasville (AL), City of, Alabama
229. Tombigbee Health Care Authority (AL), 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. Tusculumbia (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. Grande Prairie (AB), City of, Alberta
250. Arizona Counties Insurance Pool (AZ), Arizona
251. Arizona Municipal Risk Retention Pool (AZ), Arizona
252. Arizona School Alliance for Workers' Compensation, Inc. (AZ), Arizona
253. Apache (AZ), County of, Arizona
254. Bullhead City (AZ), City of, Arizona
255. Cochise (AZ), County of, Arizona
256. Coconino (AZ), County of, Arizona
257. Gila (AZ), County of, Arizona
258. Glendale (AZ), City of, Arizona
259. Graham (AZ), County of, Arizona
260. Greenlee (AZ), County of, Arizona
261. Kingman (AZ), City of, Arizona
262. La Paz (AZ), County of, Arizona
263. Maricopa (AZ), County of, Arizona
264. Mohave (AZ), County of, Arizona
265. Navajo (AZ), County of, Arizona
266. Phoenix (AZ), City of, Arizona
267. Pima (AZ), County of, Arizona
268. Pinal (AZ), County of, Arizona
269. Prescott (AZ), City of, Arizona
270. Santa Cruz (AZ), County of, Arizona
271. Surprise (AZ), City of, Arizona
272. Tucson (AZ), City of, Arizona
273. Yavapai (AZ), County of, Arizona
274. Yuma (AZ), County of, Arizona
275. Adona (AR), City of, Arkansas
276. Alexander (AR), City of, Arkansas
277. Alicia (AR), City of, Arkansas
278. Allport (AR), City of, Arkansas
279. Alma (AR), City of, Arkansas
280. Almyra (AR), City of, Arkansas
281. Alpena (AR), City of, Arkansas
282. Altheimer (AR), City of, Arkansas
283. Altus (AR), City of, Arkansas
284. Amagon (AR), City of, Arkansas
285. Amity (AR), City of, Arkansas
286. Anthonyville (AR), City of, Arkansas
287. Antioch (AR), City of, Arkansas
288. Arkadelphia (AR), City of, Arkansas
289. Arkansas (AR), County of, Arkansas
290. Arkansas City (AR), City of, Arkansas
291. Ash Flat (AR), City of, Arkansas
292. Ashley (AR), City of, Arkansas
293. Ashdown (AR), County of, Arkansas
294. Association of Arkansas Counties (AR), Arkansas
295. Association of Arkansas Counties Risk Management Fund (AR), Arkansas
296. Association of Arkansas Counties Workers' Compensation Trust (AR), Arkansas
297. Atkins (AR), City of, Arkansas
298. Aubrey (AR), City of, Arkansas
299. Augusta (AR), City of, Arkansas
300. Austin (AR), City of, Arkansas
301. Avoca (AR), City of, Arkansas
302. Bald Knob (AR), City of, Arkansas
303. Banks (AR), City of, Arkansas
304. Barling (AR), City of, Arkansas
305. Bassett (AR), City of, Arkansas
306. Batesville (AR), City of, Arkansas
307. Bauxite (AR), City of, Arkansas
308. Baxter (AR), County of, Arkansas
309. Bay (AR), City of, Arkansas
310. Bearden (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 311. Beaver (AR), City of, Arkansas
- 312. Beebe (AR), City of, Arkansas
- 313. Beedevice (AR), City of, Arkansas
- 314. Bella Vista (AR), City of, Arkansas
- 315. Bellefonte (AR), City of, Arkansas
- 316. Belleville (AR), City of, Arkansas
- 317. Ben Lomond (AR), City of, Arkansas
- 318. Benton (AR), County of, Arkansas
- 319. Benton (AR), City of, Arkansas
- 320. Bentonville (AR), City of, Arkansas
- 321. Bergman (AR), City of, Arkansas
- 322. Berryville (AR), City of, Arkansas
- 323. Bethel Heights (AR), City of, Arkansas
- 324. Big Flat (AR), City of, Arkansas
- 325. Bigelow (AR), City of, Arkansas
- 326. Biggers (AR), City of, Arkansas
- 327. Birdsong (AR), City of, Arkansas
- 328. Biscoe (AR), City of, Arkansas
- 329. Black Oak (AR), City of, Arkansas
- 330. Black Rock (AR), City of, Arkansas
- 331. Black Springs (AR), City of, Arkansas
- 332. Blevins (AR), City of, Arkansas
- 333. Blue Eye (AR), City of, Arkansas
- 334. Blue Mountain (AR), City of, Arkansas
- 335. Bluff City (AR), City of, Arkansas
- 336. Blytheville (AR), City of, Arkansas
- 337. Bodcaw (AR), City of, Arkansas
- 338. Bonanza (AR), City of, Arkansas
- 339. Bono (AR), City of, Arkansas
- 340. Boone (AR), County of, Arkansas
- 341. Booneville (AR), City of, Arkansas
- 342. Bradford (AR), City of, Arkansas
- 343. Bradley (AR), County of, Arkansas
- 344. Bradley (AR), City of, Arkansas
- 345. Branch (AR), City of, Arkansas
- 346. Briarcliff (AR), City of, Arkansas
- 347. Brinkley (AR), City of, Arkansas
- 348. Brookland (AR), City of, Arkansas
- 349. Bryant (AR), City of, Arkansas
- 350. Buckner (AR), City of, Arkansas
- 351. Bull Shoals (AR), City of, Arkansas
- 352. Burdette (AR), City of, Arkansas
- 353. Cabot (AR), City of, Arkansas
- 354. Caddo Valley (AR), City of, Arkansas
- 355. Caldwell (AR), City of, Arkansas
- 356. Cale (AR), City of, Arkansas

- 357. Calhoun (AR), County of, Arkansas
- 358. Calico Rock (AR), City of, Arkansas
- 359. Calion (AR), City of, Arkansas
- 360. Camden (AR), City of, Arkansas
- 361. Cammack Village (AR), City of, Arkansas
- 362. Campbell Station (AR), City of, Arkansas
- 363. Caraway (AR), City of, Arkansas
- 364. Carlisle (AR), City of, Arkansas
- 365. Carroll (AR), County of, Arkansas
- 366. Carthage (AR), City of, Arkansas
- 367. Casa (AR), City of, Arkansas
- 368. Cash (AR), City of, Arkansas
- 369. Caulksville (AR), City of, Arkansas
- 370. Cave City (AR), City of, Arkansas
- 371. Cave Springs (AR), City of, Arkansas
- 372. Cedarville (AR), City of, Arkansas
- 373. Centerton (AR), City of, Arkansas
- 374. Central City (AR), City of, Arkansas
- 375. Charleston (AR), City of, Arkansas
- 376. Cherokee Village (AR), City of, Arkansas
- 377. Cherry Valley (AR), City of, Arkansas
- 378. Chester (AR), City of, Arkansas
- 379. Chicot (AR), County of, Arkansas
- 380. Chidester (AR), City of, Arkansas
- 381. Clarendon (AR), City of, Arkansas
- 382. Clark (AR), County of, Arkansas
- 383. Clarksville (AR), City of, Arkansas
- 384. Clay (AR), County of, Arkansas
- 385. Cleburne (AR), County of, Arkansas
- 386. Cleveland (AR), County of, Arkansas
- 387. Clinton (AR), City of, Arkansas
- 388. Coal Hill (AR), City of, Arkansas
- 389. Colt (AR), City of, Arkansas
- 390. Columbia (AR), County of, Arkansas
- 391. Concord (AR), City of, Arkansas
- 392. Conway (AR), County of, Arkansas
- 393. Conway (AR), City of, Arkansas
- 394. Corning (AR), City of, Arkansas
- 395. Cotter (AR), City of, Arkansas
- 396. Cotton Plant (AR), City of, Arkansas
- 397. Cove (AR), City of, Arkansas
- 398. Coy (AR), City of, Arkansas
- 399. Craighead (AR), County of, Arkansas
- 400. Crawford (AR), County of, Arkansas
- 401. Crawfordsville (AR), City of, Arkansas
- 402. Crittenden (AR), County of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 403. Cross (AR), County of, Arkansas
- 404. Crossett (AR), City of, Arkansas
- 405. Cushman (AR), City of, Arkansas
- 406. Daisy (AR), City of, Arkansas
- 407. Dallas (AR), County of, Arkansas
- 408. Damascus (AR), City of, Arkansas
- 409. Danville (AR), City of, Arkansas
- 410. Dardanelle (AR), City of, Arkansas
- 411. Datto (AR), City of, Arkansas
- 412. De Queen (AR), City of, Arkansas
- 413. Decatur (AR), City of, Arkansas
- 414. Delaplaine (AR), City of, Arkansas
- 415. Delight (AR), City of, Arkansas
- 416. Dell (AR), City of, Arkansas
- 417. Denning (AR), City of, Arkansas
- 418. Dermott (AR), City of, Arkansas
- 419. Des Arc (AR), City of, Arkansas
- 420. Desha (AR), County of, Arkansas
- 421. DeValls Bluff (AR), City of, Arkansas
- 422. Dewitt (AR), City of, Arkansas
- 423. Diamond City (AR), City of, Arkansas
- 424. Diaz (AR), City of, Arkansas
- 425. Dierks (AR), City of, Arkansas
- 426. Donaldson (AR), City of, Arkansas
- 427. Dover (AR), City of, Arkansas
- 428. Drew (AR), County of, Arkansas
- 429. Dumas (AR), City of, Arkansas
- 430. Dyer (AR), City of, Arkansas
- 431. Dyess (AR), City of, Arkansas
- 432. Earle (AR), City of, Arkansas
- 433. East Camden (AR), City of, Arkansas
- 434. Edmondson (AR), City of, Arkansas
- 435. Egypt (AR), City of, Arkansas
- 436. El Dorado (AR), City of, Arkansas
- 437. Elaine (AR), City of, Arkansas
- 438. Elkins (AR), City of, Arkansas
- 439. Elm Springs (AR), City of, Arkansas
- 440. Emerson (AR), City of, Arkansas
- 441. Emmet (AR), City of, Arkansas
- 442. England (AR), City of, Arkansas
- 443. Enola (AR), City of, Arkansas
- 444. Etowah (AR), City of, Arkansas
- 445. Eudora (AR), City of, Arkansas
- 446. Eureka Springs (AR), City of, Arkansas
- 447. Evening Shade (AR), City of, Arkansas
- 448. Everton (AR), City of, Arkansas

- 449. Fairfield Bay (AR), City of, Arkansas
- 450. Fargo (AR), City of, Arkansas
- 451. Farmington (AR), City of, Arkansas
- 452. Faulkner (AR), County of, Arkansas
- 453. Felsenthal (AR), City of, Arkansas
- 454. Fisher (AR), City of, Arkansas
- 455. Fitcher (AR), City of, Arkansas
- 456. Flippin (AR), City of, Arkansas
- 457. Fordyce (AR), City of, Arkansas
- 458. Foreman (AR), City of, Arkansas
- 459. Forrest City (AR), City of, Arkansas
- 460. Fort Smith (AR), City of, Arkansas
- 461. Fouke (AR), City of, Arkansas
- 462. Fountain Hill (AR), City of, Arkansas
- 463. Fountain Lake (AR), City of, Arkansas
- 464. Fourche (AR), City of, Arkansas
- 465. Franklin (AR), County of, Arkansas
- 466. Franklin (AR), City of, Arkansas
- 467. Friendship (AR), City of, Arkansas
- 468. Fulton (AR), County of, Arkansas
- 469. Fulton (AR), City of, Arkansas
- 470. Garfield (AR), City of, Arkansas
- 471. Garland (AR), County of, Arkansas
- 472. Garland (AR), City of, Arkansas
- 473. Garner (AR), City of, Arkansas
- 474. Gassville (AR), City of, Arkansas
- 475. Gateway (AR), City of, Arkansas
- 476. Gentry (AR), City of, Arkansas
- 477. Georgetown (AR), City of, Arkansas
- 478. Gilbert (AR), City of, Arkansas
- 479. Gillett (AR), City of, Arkansas
- 480. Gillham (AR), City of, Arkansas
- 481. Gilmore (AR), City of, Arkansas
- 482. Glenwood (AR), City of, Arkansas
- 483. Gosner (AR), City of, Arkansas
- 484. Gosnell (AR), City of, Arkansas
- 485. Gould (AR), City of, Arkansas
- 486. Grady (AR), City of, Arkansas
- 487. Gramis (AR), City of, Arkansas
- 488. Grant (AR), County of, Arkansas
- 489. Gravette (AR), City of, Arkansas
- 490. Green Forest (AR), City of, Arkansas
- 491. Greenbrier (AR), City of, Arkansas
- 492. Greene (AR), County of, Arkansas
- 493. Greenland (AR), City of, Arkansas
- 494. Greenway (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 495. Greenwood (AR), City of, Arkansas
- 496. Greers Ferry (AR), City of, Arkansas
- 497. Griffithville (AR), City of, Arkansas
- 498. Grubbs (AR), City of, Arkansas
- 499. Guion (AR), City of, Arkansas
- 500. Gum Springs (AR), City of, Arkansas
- 501. Gurdon (AR), City of, Arkansas
- 502. Guy (AR), City of, Arkansas
- 503. Hackett (AR), City of, Arkansas
- 504. Hamburg (AR), City of, Arkansas
- 505. Hampton (AR), City of, Arkansas
- 506. Hardy (AR), City of, Arkansas
- 507. Harrell (AR), City of, Arkansas
- 508. Harrisburg (AR), City of, Arkansas
- 509. Harrison (AR), City of, Arkansas
- 510. Hartford (AR), City of, Arkansas
- 511. Hartman (AR), City of, Arkansas
- 512. Haskell (AR), City of, Arkansas
- 513. Hatfield (AR), City of, Arkansas
- 514. Havana (AR), City of, Arkansas
- 515. Haynes (AR), City of, Arkansas
- 516. Hazen (AR), City of, Arkansas
- 517. Heber Springs (AR), City of, Arkansas
- 518. Hector (AR), City of, Arkansas
- 519. Helena - West Helena (AR), City of, Arkansas
- 520. Hempstead (AR), County of, Arkansas
- 521. Hermitage (AR), City of, Arkansas
- 522. Hickory Ridge (AR), City of, Arkansas
- 523. Higden (AR), City of, Arkansas
- 524. Higginson (AR), City of, Arkansas
- 525. Highfill (AR), City of, Arkansas
- 526. Highland (AR), City of, Arkansas
- 527. Hindsville (AR), City of, Arkansas
- 528. Holland (AR), City of, Arkansas
- 529. Holly Grove (AR), City of, Arkansas
- 530. Hope (AR), City of, Arkansas
- 531. Horatio (AR), City of, Arkansas
- 532. Horseshoe Bend (AR), City of, Arkansas
- 533. Horseshoe Lake (AR), City of, Arkansas
- 534. Hot Spring (AR), County of, Arkansas
- 535. Hot Springs (AR), City of, Arkansas
- 536. Houston (AR), City of, Arkansas
- 537. Howard (AR), County of, Arkansas
- 538. Hoxie (AR), City of, Arkansas
- 539. Hughes (AR), City of, Arkansas
- 540. Humnoke (AR), City of, Arkansas

- 541. Humphrey (AR), City of, Arkansas
- 542. Hunter (AR), City of, Arkansas
- 543. Huntington (AR), City of, Arkansas
- 544. Huntsville (AR), City of, Arkansas
- 545. Huttig (AR), City of, Arkansas
- 546. Imboden (AR), City of, Arkansas
- 547. Independence (AR), County of, Arkansas
- 548. Izard (AR), County of, Arkansas
- 549. Jaccet (AR), County of, Arkansas
- 550. Jacksonport (AR), City of, Arkansas
- 551. Jacksonville (AR), City of, Arkansas
- 552. Jasper (AR), City of, Arkansas
- 553. Jefferson (AR), County of, Arkansas
- 554. Jettette (AR), City of, Arkansas
- 555. Jericho (AR), City of, Arkansas
- 556. Jerome (AR), City of, Arkansas
- 557. Johnson (AR), County of, Arkansas
- 558. Johnson (AR), City of, Arkansas
- 559. Joiner (AR), City of, Arkansas
- 560. Jonesboro (AR), City of, Arkansas
- 561. Judsonia (AR), City of, Arkansas
- 562. Junction City (AR), City of, Arkansas
- 563. Keiser (AR), City of, Arkansas
- 564. Kensett (AR), City of, Arkansas
- 565. Keo (AR), City of, Arkansas
- 566. Kibler (AR), City of, Arkansas
- 567. Kingsland (AR), City of, Arkansas
- 568. Knobel (AR), City of, Arkansas
- 569. Knoxville (AR), City of, Arkansas
- 570. La Grange (AR), City of, Arkansas
- 571. Lafayette (AR), County of, Arkansas
- 572. Lafe (AR), City of, Arkansas
- 573. Lake City (AR), City of, Arkansas
- 574. Lake View (AR), City of, Arkansas
- 575. Lake Village (AR), City of, Arkansas
- 576. Lakeview (AR), City of, Arkansas
- 577. Lamar (AR), City of, Arkansas
- 578. Lavaca (AR), City of, Arkansas
- 579. Lawrence (AR), County of, Arkansas
- 580. Leachville (AR), City of, Arkansas
- 581. Lead Hill (AR), City of, Arkansas
- 582. Lee (AR), County of, Arkansas
- 583. Leola (AR), City of, Arkansas
- 584. Lepanto (AR), City of, Arkansas
- 585. Leslie (AR), City of, Arkansas
- 586. Letona (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 587. Lewisville (AR), City of, Arkansas
- 588. Lexa (AR), City of, Arkansas
- 589. Lincoln (AR), County of, Arkansas
- 590. Lincoln (AR), City of, Arkansas
- 591. Little Flock (AR), City of, Arkansas
- 592. Little River (AR), County of, Arkansas
- 593. Little Rock (AR), City of, Arkansas
- 594. Lockesburg (AR), City of, Arkansas
- 595. Logan (AR), County of, Arkansas
- 596. London (AR), City of, Arkansas
- 597. Lonoke (AR), County of, Arkansas
- 598. Lonoke (AR), City of, Arkansas
- 599. Lonsdale (AR), City of, Arkansas
- 600. Louann (AR), City of, Arkansas
- 601. Lowell (AR), City of, Arkansas
- 602. Luxora (AR), City of, Arkansas
- 603. Lynn (AR), City of, Arkansas
- 604. Madison (AR), County of, Arkansas
- 605. Madison (AR), City of, Arkansas
- 606. Magazine (AR), City of, Arkansas
- 607. Magness (AR), City of, Arkansas
- 608. Magnolia (AR), City of, Arkansas
- 609. Malvern (AR), City of, Arkansas
- 610. Mammoth Spring (AR), City of, Arkansas
- 611. Manila (AR), City of, Arkansas
- 612. Mansfield (AR), City of, Arkansas
- 613. Marianna (AR), City of, Arkansas
- 614. Marie (AR), City of, Arkansas
- 615. Marion (AR), County of, Arkansas
- 616. Marion (AR), City of, Arkansas
- 617. Marked Tree (AR), City of, Arkansas
- 618. Marmaduke (AR), City of, Arkansas
- 619. Marshall (AR), City of, Arkansas
- 620. Marshall (AR), City of, Arkansas
- 621. Maumelle (AR), City of, Arkansas
- 622. Mayflower (AR), City of, Arkansas
- 623. Maynard (AR), City of, Arkansas
- 624. McCaskill (AR), City of, Arkansas
- 625. McCrory (AR), City of, Arkansas
- 626. McDougal (AR), City of, Arkansas
- 627. McGehee (AR), City of, Arkansas
- 628. McNab (AR), City of, Arkansas
- 629. McNeil (AR), City of, Arkansas
- 630. McRae (AR), City of, Arkansas
- 631. Melbourne (AR), City of, Arkansas
- 632. Mena (AR), City of, Arkansas

- 633. Menifee (AR), City of, Arkansas
- 634. Midland (AR), City of, Arkansas
- 635. Miller (AR), County of, Arkansas
- 636. Mineral Springs (AR), City of, Arkansas
- 637. Mirtum (AR), City of, Arkansas
- 638. Mississippi (AR), County of, Arkansas
- 639. Mitchellville (AR), City of, Arkansas
- 640. Monette (AR), City of, Arkansas
- 641. Monroe (AR), County of, Arkansas
- 642. Montgomery (AR), County of, Arkansas
- 643. Monticello (AR), City of, Arkansas
- 644. Montrose (AR), City of, Arkansas
- 645. Moorefield (AR), City of, Arkansas
- 646. Moro (AR), City of, Arkansas
- 647. Morrilton (AR), City of, Arkansas
- 648. Morrow Bluff (AR), City of, Arkansas
- 649. Mount Ida (AR), City of, Arkansas
- 650. Mount Pleasant (AR), City of, Arkansas
- 651. Mount Vernon (AR), City of, Arkansas
- 652. Mountain Home (AR), City of, Arkansas
- 653. Mountain Pine (AR), City of, Arkansas
- 654. Mountain View (AR), City of, Arkansas
- 655. Mountainburg (AR), City of, Arkansas
- 656. Mulberry (AR), City of, Arkansas
- 657. Murfreesboro (AR), City of, Arkansas
- 658. Nashville (AR), City of, Arkansas
- 659. Nevada (AR), County of, Arkansas
- 660. Newark (AR), City of, Arkansas
- 661. Newport (AR), City of, Arkansas
- 662. Newton (AR), County of, Arkansas
- 663. Nimmions (AR), City of, Arkansas
- 664. Norfolk (AR), City of, Arkansas
- 665. Norman (AR), City of, Arkansas
- 666. Norphlet (AR), City of, Arkansas
- 667. North Little Rock (AR), City of, Arkansas
- 668. Oak Grove (AR), City of, Arkansas
- 669. Oak Grove Heights (AR), City of, Arkansas
- 670. Oakhaven (AR), City of, Arkansas
- 671. Oden (AR), City of, Arkansas
- 672. Ogden (AR), City of, Arkansas
- 673. Oil Trough (AR), City of, Arkansas
- 674. O'Keane (AR), City of, Arkansas
- 675. Okolona (AR), City of, Arkansas
- 676. Ola (AR), City of, Arkansas
- 677. Omaha (AR), City of, Arkansas
- 678. Oppelo (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

679. Osceola (AR), City of, Arkansas
 680. Ouachita (AR), County of, Arkansas
 681. Oxford (AR), City of, Arkansas
 682. Ozan (AR), City of, Arkansas
 683. Ozark (AR), City of, Arkansas
 684. Palestine (AR), City of, Arkansas
 685. Pangburn (AR), City of, Arkansas
 686. Paragould (AR), City of, Arkansas
 687. Paris (AR), City of, Arkansas
 688. Parkdale (AR), City of, Arkansas
 689. Parkin (AR), City of, Arkansas
 690. Patmos (AR), City of, Arkansas
 691. Patterson (AR), City of, Arkansas
 692. Pea Ridge (AR), City of, Arkansas
 693. Peach Orchard (AR), City of, Arkansas
 694. Perla (AR), City of, Arkansas
 695. Perry (AR), County of, Arkansas
 696. Perry (AR), City of, Arkansas
 697. Perrytown (AR), City of, Arkansas
 698. Perryville (AR), City of, Arkansas
 699. Phillips (AR), County of, Arkansas
 700. Piggott (AR), City of, Arkansas
 701. Pike (AR), County of, Arkansas
 702. Pindall (AR), City of, Arkansas
 703. Pine Bluff (AR), City of, Arkansas
 704. Pineville (AR), City of, Arkansas
 705. Plainview (AR), City of, Arkansas
 706. Pleasant Plains (AR), City of, Arkansas
 707. Plumerville (AR), City of, Arkansas
 708. Pochontas (AR), City of, Arkansas
 709. Poinsett (AR), County of, Arkansas
 710. Polk (AR), County of, Arkansas
 711. Pollard (AR), City of, Arkansas
 712. Pope (AR), County of, Arkansas
 713. Portia (AR), City of, Arkansas
 714. Portland (AR), City of, Arkansas
 715. Pottsville (AR), City of, Arkansas
 716. Powhatan (AR), City of, Arkansas
 717. Poyen (AR), City of, Arkansas
 718. Prairie (AR), County of, Arkansas
 719. Prairie Grove (AR), City of, Arkansas
 720. Prattville (AR), City of, Arkansas
 721. Prescott (AR), City of, Arkansas
 722. Pulaski (AR), County of, Arkansas
 723. Pyatt (AR), City of, Arkansas
 724. Quitman (AR), City of, Arkansas
 725. Randolph (AR), County of, Arkansas
 726. Ratcliff (AR), City of, Arkansas
 727. Ravenden (AR), City of, Arkansas
 728. Ravenden Springs (AR), City of, Arkansas
 729. Rector (AR), City of, Arkansas
 730. Redfield (AR), City of, Arkansas
 731. Reed (AR), City of, Arkansas
 732. Reyno (AR), City of, Arkansas
 733. Rison (AR), City of, Arkansas
 734. Rockport (AR), City of, Arkansas
 735. Roe (AR), City of, Arkansas
 736. Rogers (AR), City of, Arkansas
 737. Rondo (AR), City of, Arkansas
 738. Rose Bud (AR), City of, Arkansas
 739. Rosston (AR), City of, Arkansas
 740. Rusdy (AR), City of, Arkansas
 741. Russell (AR), City of, Arkansas
 742. Russellville (AR), City of, Arkansas
 743. Salem (AR), City of, Arkansas
 744. Salesville (AR), City of, Arkansas
 745. Saline (AR), County of, Arkansas
 746. Scott (AR), County of, Arkansas
 747. Scranton (AR), City of, Arkansas
 748. Searcy (AR), County of, Arkansas
 749. Searcy (AR), City of, Arkansas
 750. Sebastian (AR), County of, Arkansas
 751. Sedgwick (AR), City of, Arkansas
 752. Sevier (AR), County of, Arkansas
 753. Shannon Hills (AR), City of, Arkansas
 754. Sharp (AR), County of, Arkansas
 755. Sheridan (AR), City of, Arkansas
 756. Sherrill (AR), City of, Arkansas
 757. Sherwood (AR), City of, Arkansas
 758. Shirley (AR), City of, Arkansas
 759. Sidney (AR), City of, Arkansas
 760. Siloam Springs (AR), City of, Arkansas
 761. Smackover (AR), City of, Arkansas
 762. Smithville (AR), City of, Arkansas
 763. South Lead Hill (AR), City of, Arkansas
 764. Sparkman (AR), City of, Arkansas
 765. Springdale (AR), City of, Arkansas
 766. Springtown (AR), City of, Arkansas
 767. St. Charles (AR), City of, Arkansas
 768. St. Francis (AR), County of, Arkansas
 769. St. Francis (AR), City of, Arkansas
 770. St. Joe (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

771. St. Paul (AR), City of, Arkansas
 772. Stamps (AR), City of, Arkansas
 773. Star City (AR), City of, Arkansas
 774. Stephens (AR), City of, Arkansas
 775. Stone (AR), County of, Arkansas
 776. Strawberry (AR), City of, Arkansas
 777. Strong (AR), City of, Arkansas
 778. Stuttgart (AR), City of, Arkansas
 779. Subiaco (AR), City of, Arkansas
 780. Success (AR), City of, Arkansas
 781. Sulphur Rock (AR), City of, Arkansas
 782. Sulphur Springs (AR), City of, Arkansas
 783. Summit (AR), City of, Arkansas
 784. Sunset (AR), City of, Arkansas
 785. Swifton (AR), City of, Arkansas
 786. Taylor (AR), City of, Arkansas
 787. Texarkana (AR), City of, Arkansas
 788. Thornton (AR), City of, Arkansas
 789. Tillar (AR), City of, Arkansas
 790. Tinsman (AR), City of, Arkansas
 791. Tollette (AR), City of, Arkansas
 792. Tonitown (AR), City of, Arkansas
 793. Traskwood (AR), City of, Arkansas
 794. Trumann (AR), City of, Arkansas
 795. Tuckerman (AR), City of, Arkansas
 796. Tull (AR), City of, Arkansas
 797. Tupelo (AR), City of, Arkansas
 798. Turrell (AR), City of, Arkansas
 799. Twin Groves (AR), City of, Arkansas
 800. Tyrnza (AR), City of, Arkansas
 801. Ulm (AR), City of, Arkansas
 802. Union (AR), County of, Arkansas
 803. Valley Springs (AR), City of, Arkansas
 804. Van Buren (AR), County of, Arkansas
 805. Van Buren (AR), City of, Arkansas
 806. Vandervoort (AR), City of, Arkansas
 807. Victoria (AR), City of, Arkansas
 808. Vilonia (AR), City of, Arkansas
 809. Viola (AR), City of, Arkansas
 810. Wabbaseka (AR), City of, Arkansas
 811. Waldenburg (AR), City of, Arkansas
 812. Waldo (AR), City of, Arkansas
 813. Waldron (AR), City of, Arkansas
 814. Walnut Ridge (AR), City of, Arkansas
 815. Ward (AR), City of, Arkansas
 816. Warren (AR), City of, Arkansas
 817. Washington (AR), County of, Arkansas
 818. Washington (AR), City of, Arkansas
 819. Watson (AR), City of, Arkansas
 820. Weiner (AR), City of, Arkansas
 821. Weldon (AR), City of, Arkansas
 822. West Fork (AR), City of, Arkansas
 823. West Memphis (AR), City of, Arkansas
 824. West Point (AR), City of, Arkansas
 825. Western Grove (AR), City of, Arkansas
 826. Wheatley (AR), City of, Arkansas
 827. Whelen Springs (AR), City of, Arkansas
 828. White (AR), County of, Arkansas
 829. White Hall (AR), City of, Arkansas
 830. Wickes (AR), City of, Arkansas
 831. Widener (AR), City of, Arkansas
 832. Wiederkehr Village (AR), City of, Arkansas
 833. Williford (AR), City of, Arkansas
 834. Willisville (AR), City of, Arkansas
 835. Wilmar (AR), City of, Arkansas
 836. Wilmot (AR), City of, Arkansas
 837. Wilson (AR), City of, Arkansas
 838. Wilton (AR), City of, Arkansas
 839. Winchester (AR), City of, Arkansas
 840. Winslow (AR), City of, Arkansas
 841. Winthrop (AR), City of, Arkansas
 842. Woodruff (AR), County of, Arkansas
 843. Wooster (AR), City of, Arkansas
 844. Wrightsville (AR), City of, Arkansas
 845. Wynne (AR), City of, Arkansas
 846. Yell (AR), County of, Arkansas
 847. Yellville (AR), City of, Arkansas
 848. Zinc (AR), City of, Arkansas
 849. Alameda (CA), County of, California
 850. Amador (CA), County of, California
 851. Anaheim (CA), City of, California
 852. Butte (CA), County of, California
 853. Calaveras (CA), County of, California
 854. Central California Alliance for Health (CA), California
 855. Chico (CA), City of, California
 856. Chula Vista (CA), City of, California
 857. Clearlake (CA), City of, California
 858. Commission On Medical Care d/b/a Partnership HealthPlan of California (CA), California
 859. Contra Costa (CA), County of, California

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

860. Costa Mesa (CA), City of, California
 861. Del Norte (CA), County of, California
 862. Downey Unified School District (CA), California
 863. Dublin (CA), City of, California
 864. El Dorado (CA), County of, California
 865. El Monte (CA), City of, California
 866. Elk Grove Unified School District (CA), California
 867. Encinitas (CA), City of, California
 868. Eureka (CA), City of, California
 869. Fresno (CA), County of, California
 870. Fullerton (CA), City of, California
 871. Glenn (CA), County of, California
 872. Health Plan of San Joaquin (CA), California
 873. Humboldt (CA), County of, California
 874. Huntington Beach (CA), City of, California
 875. Imperial (CA), County of, California
 876. Inland Empire Health Plan (CA), California
 877. Inyo (CA), County of, California
 878. Irvine (CA), City of, California
 879. Kern (CA), County of, California
 880. Kern High School District (CA), California
 881. La Habra (CA), City of, California
 882. La Mesa (CA), City of, California
 883. Laguna Beach (CA), City of, California
 884. Lakeport (CA), City of, California
 885. Lassen (CA), County of, California
 886. Local Initiative Health Authority For Los Angeles County (CA), California
 887. Los Angeles (CA), City of, California
 888. Los Angeles (CA), County of, California
 889. Madera (CA), County of, California
 890. Marin (CA), County of, California
 891. Mariposa (CA), County of, California
 892. Mendocino (CA), County of, California
 893. Merced (CA), County of, California
 894. Modoc (CA), County of, California
 895. Mono (CA), County of, California
 896. Monterey (CA), County of, California
 897. Montezuma Fire Protection District (CA), California
 898. Murrieta (CA), City of, California
 899. Napa (CA), County of, California
 900. Nevada (CA), County of, California
 901. Oakland (CA), City of, California
 902. Orange (CA), County of, California
 903. Oxnard (CA), City of, California
 904. Placentia (CA), City of, California
 905. Placer (CA), County of, California
 906. Plumas (CA), County of, California
 907. Riverside (CA), County of, California
 908. Sacramento (CA), City of, California
 909. Sacramento (CA), County of, California
 910. San Benito (CA), County of, California
 911. San Bernardino (CA), County of, California
 912. San Clemente (CA), City of, California
 913. San Diego (CA), City of, California
 914. San Diego (CA), County of, California
 915. San Francisco (CA), County of, California
 916. San Joaquin (CA), County of, California
 917. San Jose (CA), City of, California
 918. San Luis Obispo (CA), County of, California
 919. San Mateo (CA), County of, California
 920. Santa Ana (CA), City of, California
 921. Santa Barbara (CA), County of, California
 922. Santa Barbara San Luis Obispo Regional Health Authority (CA), California
 923. Santa Clara (CA), County of, California
 924. Santa Cruz (CA), County of, California
 925. Shasta (CA), County of, California
 926. Siskiyou (CA), County of, California
 927. Sonoma (CA), County of, California
 928. Stockton (CA), City of, California
 929. Sutter (CA), County of, California
 930. Tehama (CA), County of, California
 931. Trinity (CA), County of, California
 932. Tulare (CA), County of, California
 933. Tuolumne (CA), County of, California
 934. Ventura (CA), County of, California
 935. Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (CA), California
 936. Westminster (CA), City of, California
 937. Yolo (CA), County of, California
 938. Yuba (CA), County of, California
 939. Adams (CO), County of, Colorado
 940. Alamosa (CO), City of, Colorado

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

941. Alamosa (CO), County of, Colorado
 942. Arapahoe (CO), County of, Colorado
 943. Aurora (CO), City of, Colorado
 944. Black Hawk (CO), City of, Colorado
 945. Boulder (CO), County of, Colorado
 946. Brighton (CO), City of, Colorado
 947. Broomfield (CO), County of, Colorado
 948. Chaffee (CO), County of, Colorado
 949. Commerce City (CO), City of, Colorado
 950. Conejos (CO), County of, Colorado
 951. Crowley (CO), County of, Colorado
 952. Denver (CO), County of, Colorado
 953. Federal Heights (CO), City of, Colorado
 954. Fremont (CO), County of, Colorado
 955. Greeley (CO), City of, Colorado
 956. Hudson (CO), Town of, Colorado
 957. Huerfano (CO), County of, Colorado
 958. Jefferson (CO), County of, Colorado
 959. Lakewood (CO), City of, Colorado
 960. Larimer (CO), County of, Colorado
 961. Las Animas (CO), County of, Colorado
 962. Mesa (CO), County of, Colorado
 963. Mesa County Valley School District 51 (CO), Colorado
 964. Northglenn (CO), City of, Colorado
 965. Otero (CO), County of, Colorado
 966. Pueblo (CO), County of, Colorado
 967. Sheridan (CO), City of, Colorado
 968. Teller (CO), County of, Colorado
 969. Thornton (CO), City of, Colorado
 970. Tri-County Health Department (CO), Colorado
 971. Westminster (CO), City of, Colorado
 972. Wheat Ridge (CO), City of, Colorado
 973. Ansonia (CT), City of, Connecticut
 974. Beacon Falls (CT), Town of, Connecticut
 975. Berlin (CT), Town of, Connecticut
 976. Bethlehem (CT), Town of, Connecticut
 977. Bridgeport (CT), City of, Connecticut
 978. Bristol (CT), City of, Connecticut
 979. Coventry (CT), Town of, Connecticut
 980. Danbury (CT), City of, Connecticut
 981. Derby (CT), City of, Connecticut
 982. East Hartford (CT), Town of, Connecticut
 983. Enfield (CT), Town of, Connecticut
 984. Fairfield (CT), Town of, Connecticut
 985. Middlebury (CT), Town of, Connecticut
 986. Middletown (CT), City of, Connecticut
 987. Milford (CT), City of, Connecticut
 988. Monroe (CT), Town of, Connecticut
 989. Naugatuck (CT), Borough of, Connecticut
 990. New Britain (CT), City of, Connecticut
 991. New Haven (CT), City of, Connecticut
 992. New London (CT), City of, Connecticut
 993. New Milford (CT), Town of, Connecticut
 994. Newtown (CT), Town of, Connecticut
 995. North Haven (CT), Town of, Connecticut
 996. Norwalk (CT), City of, Connecticut
 997. Norwich (CT), City of, Connecticut
 998. Oxford (CT), Town of, Connecticut
 999. Prospect (CT), Town of, Connecticut
 1000. Roxbury (CT), Town of, Connecticut
 1001. Seymour (CT), Town of, Connecticut
 1002. Shelton (CT), City of, Connecticut
 1003. Southbury (CT), Town of, Connecticut
 1004. Southington (CT), Town of, Connecticut
 1005. Stratford (CT), Town of, Connecticut
 1006. Thomaston (CT), Town of, Connecticut
 1007. Tolland (CT), Town of, Connecticut
 1008. Torrington (CT), City of, Connecticut
 1009. Wallingford (CT), Town of, Connecticut
 1010. Waterbury (CT), City of, Connecticut
 1011. West Haven (CT), City of, Connecticut
 1012. Wethersfield (CT), Town of, Connecticut
 1013. Windham (CT), Town of, Connecticut
 1014. Wolcott (CT), Town of, Connecticut
 1015. Woodbury (CT), Town of, Connecticut
 1016. Dover (DE), City of, Delaware
 1017. Kent (DE), County of, Delaware
 1018. Seaford (DE), City of, Delaware
 1019. Sussex (DE), County of, Delaware
 1020. Alachua (FL), County of, Florida
 1021. Apopka (FL), City of, Florida
 1022. Bay (FL), County of, Florida
 1023. Bradenton (FL), City of, Florida
 1024. Bradford (FL), County of, Florida
 1025. Brevard (FL), County of, Florida
 1026. Broward (FL), County of, Florida
 1027. Calhoun (FL), County of, Florida
 1028. Clay (FL), County of, Florida
 1029. Clearwater (FL), City of, Florida
 1030. Coconut Creek (FL), City of, Florida
 1031. Coral Gables (FL), City of, Florida

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1032. Coral Springs (FL), City of, Florida
- 1033. Daytona Beach (FL), City of, Florida
- 1034. Daytona Beach Shores (FL), City of, Florida
- 1035. Deerfield Beach (FL), City of, Florida
- 1036. Delray Beach (FL), City of, Florida
- 1037. Deltona (FL), City of, Florida
- 1038. Dixie (FL), County of, Florida
- 1039. Eatonville (FL), Town of, Florida
- 1040. Escambia (FL), County of, Florida
- 1041. Florida City (FL), City of, Florida
- 1042. Fort Lauderdale (FL), City of, Florida
- 1043. Fort Pierce (FL), City of, Florida
- 1044. Gilchrist (FL), County of, Florida
- 1045. Gulf (FL), County of, Florida
- 1046. Halifax Hospital Medical Center (FL), Florida
- 1047. Hallandale Beach (FL), City of, Florida
- 1048. Hamilton (FL), County of, Florida
- 1049. Hernando (FL), County of, Florida
- 1050. Hillsborough (FL), County of, Florida
- 1051. Holmes (FL), County of, Florida
- 1052. Homestead (FL), City of, Florida
- 1053. Jackson (FL), County of, Florida
- 1054. Jacksonville (FL), City of, Florida
- 1055. Lake (FL), County of, Florida
- 1056. Lauderdale (FL), City of, Florida
- 1057. Lee (FL), County of, Florida
- 1058. Lee Memorial Health System d/b/a Lee Health (FL), Florida
- 1059. Leon (FL), County of, Florida
- 1060. Levy (FL), County of, Florida
- 1061. Lynn Haven (FL), City of, Florida
- 1062. Manatee (FL), County of, Florida
- 1063. Marion (FL), County of, Florida
- 1064. Miami (FL), City of, Florida
- 1065. Miami Gardens (FL), City of, Florida
- 1066. Miami-Dade (FL), County of, Florida
- 1067. Miami-Dade County School Board (FL), Florida
- 1068. Miramar (FL), City of, Florida
- 1069. Monroe (FL), County of, Florida
- 1070. New Port Richey (FL), City of, Florida
- 1071. Niceville (FL), City of, Florida
- 1072. North Broward Hospital District (FL), Florida
- 1073. North Miami (FL), City of, Florida
- 1074. Ocala (FL), City of, Florida
- 1075. Ocoee (FL), City of, Florida
- 1076. Okaloosa (FL), County of, Florida
- 1077. Orange (FL), County of, Florida
- 1078. Orlando (FL), City of, Florida
- 1079. Ormond Beach (FL), City of, Florida
- 1080. Oseola (FL), County of, Florida
- 1081. Oviedo (FL), City of, Florida
- 1082. Palatka (FL), City of, Florida
- 1083. Palm Bay (FL), City of, Florida
- 1084. Palm Beach (FL), County of, Florida
- 1085. Palmetto (FL), City of, Florida
- 1086. Panama City (FL), City of, Florida
- 1087. Pasco (FL), County of, Florida
- 1088. Pembroke Pines (FL), City of, Florida
- 1089. Pensacola (FL), City of, Florida
- 1090. Pinellas (FL), County of, Florida
- 1091. Pinellas Park (FL), City of, Florida
- 1092. Polk (FL), County of, Florida
- 1093. Pompano Beach (FL), City of, Florida
- 1094. Port St. Lucie (FL), City of, Florida
- 1095. Putnam (FL), County of, Florida
- 1096. Sanford (FL), City of, Florida
- 1097. Santa Rosa (FL), County of, Florida
- 1098. Sarasota (FL), City of, Florida
- 1099. Sarasota (FL), County of, Florida
- 1100. Sarasota County Public Hospital District (FL), Florida
- 1101. Seminole (FL), County of, Florida
- 1102. South Florida Behavioral Health Network (FL), Florida
- 1103. St. Augustine (FL), City of, Florida
- 1104. St. Johns (FL), County of, Florida
- 1105. St. Lucie (FL), County of, Florida
- 1106. St. Petersburg (FL), City of, Florida
- 1107. Stuart (FL), City of, Florida
- 1108. Suwannee (FL), County of, Florida
- 1109. Sweetwater (FL), City of, Florida
- 1110. Tallahassee (FL), City of, Florida
- 1111. Tampa (FL), City of, Florida
- 1112. Taylor (FL), County of, Florida
- 1113. Union (FL), County of, Florida
- 1114. Volusia (FL), County of, Florida
- 1115. Walton (FL), County of, Florida
- 1116. Washington (FL), County of, Florida
- 1117. West Volusia Hospital Authority (FL), Florida

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1118. Adel (GA), City of, Georgia
- 1119. Albany (GA), City of, Georgia
- 1120. Alma (GA), City of, Georgia
- 1121. Appling (GA), County of (Sheriff), Georgia
- 1122. Appling (GA), County of, Georgia
- 1123. Arlington (GA), City of, Georgia
- 1124. Athens-Clarke (GA), County of, Georgia
- 1125. Atkinson (GA), County of, Georgia
- 1126. Atlanta (GA), City of, Georgia
- 1127. Augusta (GA), City of, Georgia
- 1128. Bacon (GA), County of, Georgia
- 1129. Bacon County Hospital Foundation (GA), Georgia
- 1130. Bainbridge (GA), City of, Georgia
- 1131. Baldwin (GA), County of (Sheriff), Georgia
- 1132. Banks (GA), County of, Georgia
- 1133. Bartow (GA), County of, Georgia
- 1134. Ben Hill (GA), County of, Georgia
- 1135. Berrien (GA), County of, Georgia
- 1136. Bibb (GA), County of (Sheriff), Georgia
- 1137. Bibb County School District (GA), Georgia
- 1138. Blackshear (GA), City of, Georgia
- 1139. Blakely (GA), City of, Georgia
- 1140. Brantley (GA), County of, Georgia
- 1141. Brooks (GA), County of, Georgia
- 1142. Brunswick (GA), City of, Georgia
- 1143. Bulloch (GA), County of, Georgia
- 1144. Burke (GA), County of, Georgia
- 1145. Butts (GA), County of, Georgia
- 1146. Camden (GA), County of, Georgia
- 1147. Candler (GA), County of, Georgia
- 1148. Candler County Hospital Authority (GA), Georgia
- 1149. Carroll (GA), County of, Georgia
- 1150. Cartersville (GA), City of, Georgia
- 1151. Cataosa (GA), County of, Georgia
- 1152. Charlton (GA), County of, Georgia
- 1153. Chatham (GA), County of, Georgia
- 1154. Chatham County Hospital Authority (GA), Georgia
- 1155. Chattooga (GA), County of, Georgia
- 1156. Cherokee (GA), County of, Georgia
- 1157. Clay (GA), County of, Georgia
- 1158. Clayton (GA), County of, Georgia
- 1159. Clinch (GA), County of, Georgia
- 1160. Clinch County Hospital Authority (GA), Georgia
- 1161. Cobb (GA), County of, Georgia
- 1162. Coffee (GA), County of (Sheriff), Georgia
- 1163. Columbia (GA), County of, Georgia
- 1164. Columbus (GA), City of, Georgia
- 1165. Cook (GA), County of, Georgia
- 1166. Crawford (GA), County of (Sheriff), Georgia
- 1167. Crisp (GA), County of (Sheriff), Georgia
- 1168. Crisp (GA), County of, Georgia
- 1169. Dade (GA), County of, Georgia
- 1170. Damascus (GA), City of, Georgia
- 1171. Dawson (GA), City of, Georgia
- 1172. Dawson (GA), County of, Georgia
- 1173. Decatur (GA), County of, Georgia
- 1174. DeKalb (GA), County of, Georgia
- 1175. Demorest (GA), City of, Georgia
- 1176. Dodge County Hospital Authority (GA), Georgia
- 1177. Dooly (GA), County of, Georgia
- 1178. Doraville (GA), City of, Georgia
- 1179. Dougherty (GA), County of, Georgia
- 1180. Douglas (GA), County of, Georgia
- 1181. Dunwoody (GA), City of, Georgia
- 1182. Early (GA), County of, Georgia
- 1183. Echols (GA), County of, Georgia
- 1184. Effingham (GA), County of, Georgia
- 1185. Elbert (GA), County of, Georgia
- 1186. Emanuel (GA), County of, Georgia
- 1187. Evans (GA), County of, Georgia
- 1188. Evans Memorial Hospital, Inc. (GA), Georgia
- 1189. Fannin (GA), County of, Georgia
- 1190. Fayette (GA), County of, Georgia
- 1191. Fitzgerald (GA), City of, Georgia
- 1192. Floyd (GA), County of, Georgia
- 1193. Forsyth (GA), County of, Georgia
- 1194. Fulton (GA), County of, Georgia
- 1195. Gainsville (GA), City of, Georgia
- 1196. Glascock (GA), County of, Georgia
- 1197. Glynn (GA), County of (Sheriff), Georgia
- 1198. Glynn (GA), County of, Georgia
- 1199. Grady (GA), County of, Georgia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1200. Greene (GA), County of, Georgia
- 1201. Gwinnett (GA), County of, Georgia
- 1202. Habersham (GA), County of, Georgia
- 1203. Habersham County Medical Center (GA), Georgia
- 1204. Hall (GA), County of, Georgia
- 1205. Hancock (GA), County of, Georgia
- 1206. Harris (GA), County of (Sheriff), Georgia
- 1207. Heard (GA), County of, Georgia
- 1208. Henry (GA), County of, Georgia
- 1209. Hospital Authority of Bainbridge and Decatur County (GA), Georgia
- 1210. Hospital Authority of Baxley and Appling County (GA), Georgia
- 1211. Hospital Authority of Bleckley County (GA), Georgia
- 1212. Hospital Authority of Valdosta and Lowndes County (GA), Georgia
- 1213. Hospital Authority of Wayne County (GA), Georgia
- 1214. Houston (GA), County of (Sheriff), Georgia
- 1215. Houston (GA), County of, Georgia
- 1216. Irwin (GA), County of, Georgia
- 1217. Jackson (GA), County of, Georgia
- 1218. Jasper (GA), County of, Georgia
- 1219. Jeff Davis (GA), County of (Sheriff), Georgia
- 1220. Jeff Davis (GA), County of, Georgia
- 1221. Jefferson (GA), County of, Georgia
- 1222. Johnson (GA), County of, Georgia
- 1223. Jones (GA), County of (Sheriff), Georgia
- 1224. Jones (GA), County of, Georgia
- 1225. Lakeland (GA), City of, Georgia
- 1226. Lanier (GA), County of, Georgia
- 1227. Laurens (GA), County of (Sheriff), Georgia
- 1228. Laurens (GA), County of, Georgia
- 1229. Lee (GA), County of, Georgia
- 1230. Liberty (GA), County of, Georgia
- 1231. Lincoln (GA), County of, Georgia
- 1232. Long (GA), County of, Georgia
- 1233. Lowndes (GA), County of, Georgia
- 1234. Lumpkin (GA), County of, Georgia
- 1235. Macon (GA), County of, Georgia
- 1236. Macon-Bibb (GA), County of, Georgia
- 1237. Madison (GA), County of, Georgia
- 1238. McDuffie (GA), County of, Georgia
- 1239. McIntosh (GA), County of, Georgia
- 1240. Meriwether (GA), County of (Sheriff), Georgia
- 1241. Meriwether (GA), County of, Georgia
- 1242. Milledgeville (GA), City of, Georgia
- 1243. Monroe (GA), County of, Georgia
- 1244. Montgomery (GA), County of, Georgia
- 1245. Murray (GA), County of (Sheriff), Georgia
- 1246. Nashville (GA), City of, Georgia
- 1247. Newton (GA), County of, Georgia
- 1248. Oconee (GA), County of (Sheriff), Georgia
- 1249. Oconee (GA), County of, Georgia
- 1250. Oglethorpe (GA), County of, Georgia
- 1251. Peach (GA), County of (Sheriff), Georgia
- 1252. Peach (GA), County of, Georgia
- 1253. Pierce (GA), County of (Sheriff), Georgia
- 1254. Pierce (GA), County of, Georgia
- 1255. Pike (GA), County of, Georgia
- 1256. Polk (GA), County of, Georgia
- 1257. Pooler (GA), City of, Georgia
- 1258. Pulaski (GA), County of, Georgia
- 1259. Rabun (GA), County of, Georgia
- 1260. Randolph (GA), County of, Georgia
- 1261. Richmond Hill (GA), City of, Georgia
- 1262. Rockdale (GA), County of, Georgia
- 1263. Rome (GA), City of, Georgia
- 1264. Sandy Springs (GA), City of, Georgia
- 1265. Savannah (GA), City of, Georgia
- 1266. Schley (GA), County of, Georgia
- 1267. Screven (GA), County of (Sheriff), Georgia
- 1268. Screven (GA), County of, Georgia
- 1269. Seminole (GA), County of, Georgia
- 1270. Spalding (GA), County of, Georgia
- 1271. Springfield (GA), City of, Georgia
- 1272. Stephens (GA), County of, Georgia
- 1273. Sumter (GA), County of, Georgia
- 1274. Taliaferro (GA), County of, Georgia
- 1275. Tattall (GA), County of, Georgia
- 1276. Telfair (GA), County of (Sheriff), Georgia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1277. Tift (GA), County of (Sheriff), Georgia
- 1278. Tifton (GA), City of, Georgia
- 1279. Toombs (GA), County of, Georgia
- 1280. Towns (GA), County of, Georgia
- 1281. Troup (GA), County of, Georgia
- 1282. Twiggs (GA), County of, Georgia
- 1283. Union (GA), County of, Georgia
- 1284. Walton (GA), County of, Georgia
- 1285. Ware (GA), County of (Sheriff), Georgia
- 1286. Warren (GA), County of, Georgia
- 1287. Warwick (GA), City of, Georgia
- 1288. Washington (GA), County of, Georgia
- 1289. Wayne (GA), County of (Sheriff), Georgia
- 1290. Wayne (GA), County of, Georgia
- 1291. Whitfield (GA), County of, Georgia
- 1292. Wilcox (GA), County of, Georgia
- 1293. Wilkes (GA), County of, Georgia
- 1294. Wilkinson (GA), County of, Georgia
- 1295. Woodbury (GA), City of, Georgia
- 1296. Worth (GA), County of, Georgia
- 1297. Hawai'i (HI), County of, Hawai'i
- 1298. Kaua'i (HI), County of, Hawai'i
- 1299. Ada (ID), County of, Idaho
- 1300. Adams (ID), County of, Idaho
- 1301. Bannock (ID), County of, Idaho
- 1302. Bingham (ID), County of, Idaho
- 1303. Blaine (ID), County of, Idaho
- 1304. Boise (ID), City of, Idaho
- 1305. Boise (ID), County of, Idaho
- 1306. Bonneville (ID), County of, Idaho
- 1307. Camas (ID), County of, Idaho
- 1308. Canyon (ID), County of, Idaho
- 1309. Caribou (ID), County of, Idaho
- 1310. Cassia (ID), County of, Idaho
- 1311. Chubbuck (ID), City of, Idaho
- 1312. Elmore (ID), County of, Idaho
- 1313. Gooding (ID), County of, Idaho
- 1314. Latah (ID), County of, Idaho
- 1315. Minidoka (ID), County of, Idaho
- 1316. Owyhee (ID), County of, Idaho
- 1317. Payette (ID), County of, Idaho
- 1318. Pocatello (ID), City of, Idaho
- 1319. Preston (ID), City of, Idaho
- 1320. Twin Falls (ID), City of, Idaho
- 1321. Twin Falls (ID), County of, Idaho
- 1322. Addison (IL), Village of, Illinois
- 1323. Alexander (IL), County of, Illinois
- 1324. Algonquin (IL), Village of, Illinois
- 1325. Algonquin – Lake in the Hills Fire Protection District (IL), Illinois
- 1326. Anna (IL), City of, Illinois
- 1327. Arlington Heights (IL), Village of, Illinois
- 1328. Barrington (IL), Village of, Illinois
- 1329. Bartlett (IL), Village of, Illinois
- 1330. Bartlett Fire Protection District (IL), Illinois
- 1331. Batavia (IL), City of, Illinois
- 1332. Beach Park (IL), Village of, Illinois
- 1333. Bedford Park (IL), Village of, Illinois
- 1334. Beecher (IL), Village of, Illinois
- 1335. Bellwood (IL), Village of, Illinois
- 1336. Bensenville (IL), Village of, Illinois
- 1337. Benton (IL), City of, Illinois
- 1338. Berkeley (IL), Village of, Illinois
- 1339. Berwyn (IL), City of, Illinois
- 1340. Bloomingdale (IL), Village of, Illinois
- 1341. Bloomington (IL), Village of, Illinois
- 1342. Board of Education of East Aurora, School District 131 (IL), Illinois
- 1343. Board of Education of Joliet Township High School, District 204 (IL), Illinois
- 1344. Board of Education of Thornton Fractional Township High Schools, District 215 (IL), Illinois
- 1345. Board of Education of Thornton Township High Schools, District 205 (IL), Illinois
- 1346. Bolingbrook (IL), Village of, Illinois
- 1347. Bond (IL), County of, Illinois
- 1348. Boone (IL), County of, Illinois
- 1349. Bridgeview (IL), Village of, Illinois
- 1350. Broadview (IL), Village of, Illinois
- 1351. Brookfield (IL), Village of, Illinois
- 1352. Buffalo Grove (IL), Village of, Illinois
- 1353. Burbank (IL), City of, Illinois
- 1354. Bureau (IL), County of, Illinois
- 1355. Burr Ridge (IL), Village of, Illinois
- 1356. Calhoun (IL), County of, Illinois
- 1357. Campton Hills (IL), Village of, Illinois
- 1358. Carbondale (IL), City of, Illinois
- 1359. Carol Stream (IL), Village of, Illinois

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1360. Carol Stream Fire Protection District (IL), Illinois
 1361. Bloomingdale (IL), Village of, Illinois
 1362. Cary (IL), Village of, Illinois
 1363. Cary Area Public Library (IL), Illinois
 1364. Champaign (IL), County of, Illinois
 1365. Channahon (IL), Village of, Illinois
 1366. Chicago (IL), City of, Illinois
 1367. Chicago Board of Education District No. 299 (IL), Illinois
 1368. Chicago Heights (IL), City of, Illinois
 1369. Chicago Ridge (IL), Village of, Illinois
 1370. Christian (IL), County of, Illinois
 1371. Clarendon Hills (IL), Village of, Illinois
 1372. Coal City (IL), Village of, Illinois
 1373. Collinsville (IL), City of, Illinois
 1374. Coles (IL), County of, Illinois
 1375. Colona (IL), City of, Illinois
 1376. Cook (IL), County of, Illinois
 1377. Countryside (IL), City of, Illinois
 1378. Crest Hill (IL), City of, Illinois
 1379. Crete (IL), Village of, Illinois
 1380. Crete Township (IL), Township of, Illinois
 1381. Crystal Lake (IL), City of, Illinois
 1382. Darien (IL), City of, Illinois
 1383. Deerfield (IL), Village of, Illinois
 1384. DeKalb (IL), City of, Illinois
 1385. DeKalb (IL), County of, Illinois
 1386. Des Plaines (IL), City of, Illinois
 1387. Dolton (IL), Village of, Illinois
 1388. DuPage (IL), County of, Illinois
 1389. DuPage Public Safety Communications (DU-COMM) (IL), Illinois
 1390. East Hazel Crest (IL), Village of, Illinois
 1391. East Moline (IL), City of, Illinois
 1392. Edwards (IL), County of, Illinois
 1393. Effingham (IL), City of, Illinois
 1394. Effingham (IL), County of, Illinois
 1395. Elk Grove Village (IL), Village of, Illinois
 1396. Evanston (IL), City of, Illinois
 1397. Evergreen Park (IL), Village of, Illinois
 1398. Flossmoor (IL), Village of, Illinois
 1399. Forest Park (IL), Village of, Illinois
 1400. Forest Preserve District of DuPage County (IL), Illinois
 1401. Forest Preserve District of Kane County (IL), Illinois
 1402. Forest Preserve District of Winnebago County (IL), Illinois
 1403. Franklin (IL), County of, Illinois
 1404. Franklin Park (IL), Village of, Illinois
 1405. Freeport (IL), City of, Illinois
 1406. Gallatin (IL), County of, Illinois
 1407. Gilberts (IL), Village of, Illinois
 1408. Glen Carbon (IL), Village of, Illinois
 1409. Glen Ellyn (IL), Village of, Illinois
 1410. Glenco (IL), Village of, Illinois
 1411. Glenview (IL), Village of, Illinois
 1412. Glenview Park District (IL), Illinois
 1413. Granite City (IL), City of, Illinois
 1414. Hamilton (IL), County of, Illinois
 1415. Hanover Park (IL), Village of, Illinois
 1416. Hardin (IL), County of, Illinois
 1417. Harrisburg (IL), City of, Illinois
 1418. Harvey (IL), City of, Illinois
 1419. Harwood Heights (IL), Village of, Illinois
 1420. Hazel Crest (IL), Village of, Illinois
 1421. Henry (IL), County of, Illinois
 1422. Herrin (IL), City of, Illinois
 1423. Highland Park (IL), City of, Illinois
 1424. Highwood (IL), City of, Illinois
 1425. Hillside (IL), Village of, Illinois
 1426. Hinsdale (IL), Village of, Illinois
 1427. Hodgkins (IL), Village of, Illinois
 1428. Hoffman Estates (IL), Village of, Illinois
 1429. Homer Glen (IL), Village of, Illinois
 1430. Homewood (IL), Village of, Illinois
 1431. Homewood Public Library (IL), Illinois
 1432. Huntley (IL), Village of, Illinois
 1433. Indian Head Park (IL), Village of, Illinois
 1434. Intergovernmental Personnel Benefit Cooperative (IL), Illinois
 1435. Intergovernmental Risk Management Agency (IL), Illinois
 1436. Itasca (IL), Village of, Illinois
 1437. Jasper (IL), County of, Illinois
 1438. Jefferson (IL), County of, Illinois
 1439. Jersey (IL), County of, Illinois
 1440. Johnson (IL), County of, Illinois
 1441. Joint Action Water Agency (IL), Illinois

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1442. Justice (IL), Village of, Illinois
 1443. Kane (IL), County of, Illinois
 1444. Kankakee (IL), City of, Illinois
 1445. Kankakee (IL), County of, Illinois
 1446. Kendall (IL), County of, Illinois
 1447. Kenilworth (IL), Village of, Illinois
 1448. La Grange (IL), Village of, Illinois
 1449. La Grange Park (IL), Village of, Illinois
 1450. Lake (IL), County of (Sheriff), Illinois
 1451. Lake (IL), County of, Illinois
 1452. Lake Bluff (IL), Village of, Illinois
 1453. Lake Forest (IL), City of, Illinois
 1454. Lake in the Hills (IL), Village of, Illinois
 1455. LaSalle (IL), County of, Illinois
 1456. LaSalle (IL), County of, Illinois
 1457. Lawrence (IL), County of, Illinois
 1458. Lee (IL), County of, Illinois
 1459. Lemont (IL), Village of, Illinois
 1460. Libertyville (IL), Village of, Illinois
 1461. Lincolnville (IL), Village of, Illinois
 1462. Lisle (IL), Village of, Illinois
 1463. Lisle Park District (IL), Illinois
 1464. Lisle Woodridge Fire Protection District (IL), Illinois
 1465. Livingston (IL), County of, Illinois
 1466. Lockport (IL), City of, Illinois
 1467. Lombard (IL), Village of, Illinois
 1468. Lyons (IL), Township of, Illinois
 1469. Lyons (IL), Village of, Illinois
 1470. Lyons Township Area Community Center (IL), Illinois
 1471. Macon (IL), County of, Illinois
 1472. Macoupin (IL), County of, Illinois
 1473. Marion (IL), City of, Illinois
 1474. Marion (IL), County of, Illinois
 1475. Massac (IL), County of, Illinois
 1476. Maywood (IL), Village of, Illinois
 1477. McCook (IL), Village of, Illinois
 1478. McHenry (IL), City of, Illinois
 1479. McHenry (IL), County of, Illinois
 1480. McLean (IL), County of, Illinois
 1481. Melrose Park (IL), Village of, Illinois
 1482. Merrionette Park (IL), Village of, Illinois
 1483. Metropolis (IL), City of, Illinois
 1484. Metropolitan Pier and Exposition Authority (IL), Illinois
 1485. Mokena (IL), Village of, Illinois
 1486. Moneta (IL), Village of, Illinois
 1487. Monroe (IL), County of, Illinois
 1488. Montgomery (IL), Village of, Illinois
 1489. Morton Grove (IL), Village of, Illinois
 1490. Mount Prospect (IL), Village of, Illinois
 1491. Mundelein (IL), Village of, Illinois
 1492. Municipal Consolidated Dispatch (IL), Illinois
 1493. Naperville Park District (IL), Illinois
 1494. New Baden (IL), Village of, Illinois
 1495. North Aurora (IL), Village of, Illinois
 1496. North East Multi-Regional Training Center (IL), Illinois
 1497. North Riverside (IL), Village of, Illinois
 1498. Northbrook (IL), Village of, Illinois
 1499. Northbrook Public Library (IL), Illinois
 1500. Northeastern Illinois Public Safety Training Academy (IL), Illinois
 1501. Northwest Central Dispatch System (IL), Illinois
 1502. Northfield (IL), Village of, Illinois
 1503. Northlake (IL), City of, Illinois
 1504. Oak Brook (IL), Village of, Illinois
 1505. Oak Lawn (IL), Village of, Illinois
 1506. Oak Park (IL), Township of, Illinois
 1507. Oak Park (IL), Village of, Illinois
 1508. Oak Park Public Library (IL), Illinois
 1509. Olympia Fields (IL), Village of, Illinois
 1510. Orland Fire Protection District (IL), Illinois
 1511. Orland Park (IL), Village of, Illinois
 1512. Oswego (IL), Village of, Illinois
 1513. Oswego Park District (IL), Illinois
 1514. Palatine (IL), Village of, Illinois
 1515. Palatine Police Department (IL), Illinois
 1516. Palos Heights (IL), City of, Illinois
 1517. Palos Hills (IL), City of, Illinois
 1518. Palos Park (IL), Village of, Illinois
 1519. Park Forest (IL), Village of, Illinois
 1520. Park Ridge (IL), City of, Illinois
 1521. Pekin (IL), City of, Illinois
 1522. Peoria (IL), City of, Illinois
 1523. Peotone (IL), Village of, Illinois
 1524. Piatt (IL), County of, Illinois
 1525. Plainfield (IL), Village of, Illinois
 1526. Posen (IL), Village of, Illinois
 1527. Princeton (IL), City of, Illinois

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1528. Pulaski (IL), County of, Illinois
 1529. Richton Park (IL), Village of, Illinois
 1530. River Forest (IL), Village of, Illinois
 1531. River Grove (IL), Village of, Illinois
 1532. Riverside (IL), Village of, Illinois
 1533. Rochelle (IL), City of, Illinois
 1534. Rock Falls (IL), City of, Illinois
 1535. Rockford (IL), City of, Illinois
 1536. Rolling Meadows (IL), City of, Illinois
 1537. Roscoe (IL), Village of, Illinois
 1538. Roselle (IL), Village of, Illinois
 1539. Saline (IL), County of, Illinois
 1540. Sangamon (IL), County of, Illinois
 1541. Schaumburg (IL), Village of, Illinois
 1542. Schiller Park (IL), Village of, Illinois
 1543. Schuyler (IL), County of, Illinois
 1544. Sesser (IL), City of, Illinois
 1545. Shelby (IL), County of, Illinois
 1546. South Chicago Heights (IL), Village of, Illinois
 1547. South Holland (IL), Village of, Illinois
 1548. Southeast Emergency Communications (SEECOM) (IL), Illinois
 1549. Spring Grove (IL), Village of, Illinois
 1550. St. Clair (IL), County of, Illinois
 1551. Steger (IL), Village of, Illinois
 1552. Stickney (IL), Village of, Illinois
 1553. Stone Park (IL), Village of, Illinois
 1554. Streamwood (IL), Village of, Illinois
 1555. Streator (IL), City of, Illinois
 1556. Sugar Grove (IL), Village of, Illinois
 1557. Summit (IL), Village of, Illinois
 1558. Swansea (IL), Village of, Illinois
 1559. Tinley Park (IL), Village of, Illinois
 1560. Trenton (IL), City of, Illinois
 1561. Union (IL), County of, Illinois
 1562. Villa Park (IL), Village of, Illinois
 1563. Wabash (IL), County of, Illinois
 1564. Warrenville (IL), City of, Illinois
 1565. Washington (IL), City of, Illinois
 1566. Washington (IL), County of, Illinois
 1567. Wauconda (IL), Village of, Illinois
 1568. Waukegan Community Unit School District (IL), Illinois
 1569. West Central Consolidated Communications (IL), Illinois
 1570. West Chicago (IL), City of, Illinois
 1571. West Chicago Fire Protection District (IL), Illinois
 1572. West Dundee (IL), Village of, Illinois
 1573. West Frankfort (IL), City of, Illinois
 1574. West Franklin (IL), County of (Central Dispatch), Illinois
 1575. West Suburban Consolidated Dispatch Center (IL), Illinois
 1576. Westchester (IL), Village of, Illinois
 1577. Western Springs (IL), Village of, Illinois
 1578. Westmont (IL), Village of, Illinois
 1579. Westmont Police Department (IL), Illinois
 1580. Wheaton (IL), City of, Illinois
 1581. Wheeling (IL), Village of, Illinois
 1582. White (IL), County of, Illinois
 1583. Will (IL), County of, Illinois
 1584. Williamson (IL), County of, Illinois
 1585. Willowbrook (IL), Village of, Illinois
 1586. Wilmette (IL), Village of, Illinois
 1587. Winfield (IL), Village of, Illinois
 1588. Winfield Fire Protection District (IL), Illinois
 1589. Winnebago (IL), County of, Illinois
 1590. Winnetka (IL), Village of, Illinois
 1591. Wood Dale (IL), City of, Illinois
 1592. Wood River (IL), City of, Illinois
 1593. Woodridge (IL), Village of, Illinois
 1594. Woodridge Public Library (IL), Illinois
 1595. Alexandria (IN), City of, Indiana
 1596. Allen (IN), County of, Indiana
 1597. Austin (IN), City of, Indiana
 1598. Beech Grove (IN), City of, Indiana
 1599. Benton (IN), County of, Indiana
 1600. Blackford (IN), County of, Indiana
 1601. Bloomington (IN), City of, Indiana
 1602. Brownstown (IN), Town of, Indiana
 1603. Chandler (IN), Town of, Indiana
 1604. Connersville (IN), City of, Indiana
 1605. Danville (IN), Town of, Indiana
 1606. Delaware (IN), County of, Indiana
 1607. Elwood (IN), City of, Indiana
 1608. Evansville (IN), City of, Indiana
 1609. Fayette (IN), County of, Indiana
 1610. Fishers (IN), City of, Indiana
 1611. Fort Wayne Community Schools (IN), Indiana

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1612. Franklin (IN), City of, Indiana
 1613. Franklin (IN), County of, Indiana
 1614. Gary (IN), City of, Indiana
 1615. Greenwood (IN), City of, Indiana
 1616. Hammond (IN), City of, Indiana
 1617. Hartford City (IN), City of, Indiana
 1618. Howard (IN), County of, Indiana
 1619. Huntington (IN), City of, Indiana
 1620. Indianapolis (IN), City of, Indiana
 1621. Jackson (IN), County of, Indiana
 1622. Jasper (IN), City of, Indiana
 1623. Jay (IN), County of, Indiana
 1624. Jeffersonville (IN), City of, Indiana
 1625. Jennings (IN), County of, Indiana
 1626. Kokomo (IN), City of, Indiana
 1627. Lafayette (IN), City of, Indiana
 1628. Lake (IN), County of, Indiana
 1629. LaPorte (IN), County of, Indiana
 1630. Lawrence (IN), City of, Indiana
 1631. Lawrence (IN), County of, Indiana
 1632. Logansport (IN), City of, Indiana
 1633. Madison (IN), City of, Indiana
 1634. Madison (IN), County of, Indiana
 1635. Marion (IN), County of, Indiana
 1636. Marshall (IN), County of, Indiana
 1637. Martinsville (IN), City of, Indiana
 1638. Mishawaka (IN), City of, Indiana
 1639. Mishawaka (IN), City of, Indiana
 1640. Monroe (IN), County of, Indiana
 1641. Montpelier (IN), City of, Indiana
 1642. Mooresville (IN), Town of, Indiana
 1643. Morgan (IN), County of, Indiana
 1644. New Albany (IN), City of, Indiana
 1645. New Castle (IN), City of, Indiana
 1646. Noblesville (IN), City of, Indiana
 1647. Orange (IN), County of, Indiana
 1648. Pendleton (IN), Town of, Indiana
 1649. Penn-Harris-Madison School Corporation (IN), Indiana
 1650. Peru (IN), City of, Indiana
 1651. Plainfield (IN), Town of, Indiana
 1652. Porter (IN), County of, Indiana
 1653. Portland (IN), City of, Indiana
 1654. Pulaski (IN), County of, Indiana
 1655. Richmond (IN), City of, Indiana
 1656. Ripley (IN), County of, Indiana
 1657. School City of Mishawaka (IN), Indiana
 1658. Scott (IN), County of, Indiana
 1659. Seymour (IN), City of, Indiana
 1660. Shelbyville (IN), City of, Indiana
 1661. Sheridan (IN), Town of, Indiana
 1662. Smith-Green Community Schools (IN), Indiana
 1663. South Bend (IN), City of, Indiana
 1664. South Bend Community School Corporation (IN), Indiana
 1665. St. Joseph (IN), County of, Indiana
 1666. Starke (IN), County of, Indiana
 1667. Tippecanoe (IN), County of, Indiana
 1668. Upland (IN), Town of, Indiana
 1669. Vanderburgh (IN), County of, Indiana
 1670. Vigo (IN), County of, Indiana
 1671. West Lafayette (IN), City of, Indiana
 1672. Westfield (IN), City of, Indiana
 1673. Zionsville (IN), Town of, Indiana
 1674. Adair (IA), County of, Iowa
 1675. Adair (IA), County of, Iowa
 1676. Allamakee (IA), County of, Iowa
 1677. Appanoose (IA), County of, Iowa
 1678. Audubon (IA), County of, Iowa
 1679. Benton (IA), County of, Iowa
 1680. Black Hawk (IA), County of, Iowa
 1681. Bremer (IA), County of, Iowa
 1682. Buchanan (IA), County of, Iowa
 1683. Buena Vista (IA), County of, Iowa
 1684. Calhoun (IA), County of, Iowa
 1685. Carroll (IA), County of, Iowa
 1686. Cedar (IA), County of, Iowa
 1687. Cerro Gordo (IA), County of, Iowa
 1688. Cherokee (IA), County of, Iowa
 1689. Chickasaw (IA), County of, Iowa
 1690. Clay (IA), County of, Iowa
 1691. Clayton (IA), County of, Iowa
 1692. Clinton (IA), County of, Iowa
 1693. Dallas (IA), County of, Iowa
 1694. Delaware (IA), County of, Iowa
 1695. Des Moines (IA), County of, Iowa
 1696. Emmet (IA), County of, Iowa
 1697. Fayette (IA), County of, Iowa
 1698. Fremont (IA), County of, Iowa
 1699. Hamilton (IA), County of, Iowa
 1700. Hancock (IA), County of, Iowa
 1701. Hardin (IA), County of, Iowa
 1702. Harrison (IA), County of, Iowa

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1703. Henry (IA), County of, Iowa
 1704. Howard (IA), County of, Iowa
 1705. Humboldt (IA), County of, Iowa
 1706. Ida (IA), County of, Iowa
 1707. Jasper (IA), County of, Iowa
 1708. Johnson (IA), County of, Iowa
 1709. Jones (IA), County of, Iowa
 1710. Keokuk (IA), County of, Iowa
 1711. Lee (IA), County of, Iowa
 1712. Lyon (IA), County of, Iowa
 1713. Madison (IA), County of, Iowa
 1714. Mahaska (IA), County of, Iowa
 1715. Marion (IA), County of, Iowa
 1716. Mills (IA), County of, Iowa
 1717. Mitchell (IA), County of, Iowa
 1718. Monroe (IA), County of, Iowa
 1719. Montgomery (IA), County of, Iowa
 1720. Muscatine (IA), County of, Iowa
 1721. O'Brien (IA), County of, Iowa
 1722. Osceola (IA), County of, Iowa
 1723. Plymouth (IA), County of, Iowa
 1724. Pocahontas (IA), County of, Iowa
 1725. Polk (IA), County of, Iowa
 1726. Pottawattamie (IA), County of, Iowa
 1727. Poweshiek (IA), County of, Iowa
 1728. Sac (IA), County of, Iowa
 1729. Scott (IA), County of, Iowa
 1730. Shelby (IA), County of, Iowa
 1731. Sioux (IA), County of, Iowa
 1732. Tama (IA), County of, Iowa
 1733. Taylor (IA), County of, Iowa
 1734. Union (IA), County of, Iowa
 1735. Webster (IA), County of, Iowa
 1736. Winnebago (IA), County of, Iowa
 1737. Winneshiek (IA), County of, Iowa
 1738. Worth (IA), County of, Iowa
 1739. Wright (IA), County of, Iowa
 1740. Allen (KS), County of, Kansas
 1741. Barber (KS), County of, Kansas
 1742. Bourbon (KS), County of, Kansas
 1743. Cherokee (KS), County of, Kansas
 1744. Cowley (KS), County of, Kansas
 1745. Crawford (KS), County of, Kansas
 1746. Dickinson (KS), County of, Kansas
 1747. Elk (KS), County of, Kansas
 1748. Elkhart (KS), City of, Kansas

1749. Finney (KS), County of, Kansas
 1750. Ford (KS), County of, Kansas
 1751. Grant (KS), County of, Kansas
 1752. Greenwood (KS), County of, Kansas
 1753. Harvey (KS), County of, Kansas
 1754. Johnson (KS), County of, Kansas
 1755. Leavenworth (KS), County of, Kansas
 1756. Mainer (KS), City of, Kansas
 1757. Meade (KS), County of, Kansas
 1758. Montgomery (KS), County of, Kansas
 1759. Morton (KS), County of, Kansas
 1760. Neosho (KS), County of, Kansas
 1761. Overland Park (KS), City of, Kansas
 1762. Pratt (KS), County of, Kansas
 1763. Reno (KS), County of, Kansas
 1764. Sedgwick (KS), County of, Kansas
 1765. Seward (KS), County of, Kansas
 1766. Shawnee (KS), County of, Kansas
 1767. Stanton (KS), County of, Kansas
 1768. Ulysses (KS), City of, Kansas
 1769. Wabaussee (KS), County of, Kansas
 1770. Wichita (KS), City of, Kansas
 1771. Wyandotte County/Kansas City (KS), Unified Government of, Kansas
 1772. Adair (KY), County of (Fiscal Court), Kentucky
 1773. Allen (KY), County of, Kentucky
 1774. Anderson (KY), County of (Fiscal Court), Kentucky
 1775. Ballard (KY), County of, Kentucky
 1776. Bath (KY), County of (Fiscal Court), Kentucky
 1777. Bell (KY), County of (Fiscal Court), Kentucky
 1778. Bellefonte (KY), City of, Kentucky
 1779. Benham (KY), City of, Kentucky
 1780. Board of Education of Breathitt County Public Schools (KY), Kentucky
 1781. Board of Education of Bullitt County Public Schools (KY), Kentucky
 1782. Board of Education of Estill County Public Schools (KY), Kentucky
 1783. Board of Education of Fayette County Public Schools (KY), Kentucky
 1784. Board of Education of Harrison County Public Schools (KY), Kentucky

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1785. Board of Education of Hart County Public Schools (KY), Kentucky
 1786. Board of Education of Jefferson County Public Schools (KY), Kentucky
 1787. Board of Education of Johnson County Public School District (KY), Kentucky
 1788. Board of Education of LaRue County Public Schools (KY), Kentucky
 1789. Board of Education of Lawrence County Public Schools (KY), Kentucky
 1790. Board of Education of Martin County Public Schools (KY), Kentucky
 1791. Board of Education of Menifee County Public Schools (KY), Kentucky
 1792. Board of Education of Owsley County Public Schools (KY), Kentucky
 1793. Board of Education of Wolfe County Public Schools (KY), Kentucky
 1794. Boone (KY), County of (Fiscal Court), Kentucky
 1795. Bourbon (KY), County of (Fiscal Court), Kentucky
 1796. Boyd (KY), County of (Fiscal Court), Kentucky
 1797. Boyle (KY), County of (Fiscal Court), Kentucky
 1798. Bracken (KY), County of (Fiscal Court), Kentucky
 1799. Breathitt (KY), County of (Fiscal Court), Kentucky
 1800. Breckinridge (KY), County of, Kentucky
 1801. Buckhorn (KY), City of, Kentucky
 1802. Bullitt (KY), County of (Fiscal Court), Kentucky
 1803. Caldwell (KY), County of (Fiscal Court), Kentucky
 1804. Calloway (KY), County of (Fiscal Court), Kentucky
 1805. Campbell (KY), County of (Fiscal Court), Kentucky
 1806. Campbellsville (KY), City of, Kentucky
 1807. Carlisle (KY), County of (Fiscal Court), Kentucky
 1808. Carter (KY), County of (Fiscal Court), Kentucky
 1809. Casey (KY), County of (Fiscal Court), Kentucky

1810. Christian (KY), County of (Fiscal Court), Kentucky
 1811. Clark (KY), County of (Fiscal Court), Kentucky
 1812. Clay (KY), County of (Fiscal Court), Kentucky
 1813. Clinton (KY), County of (Fiscal Court), Kentucky
 1814. Columbia (KY), City of, Kentucky
 1815. Covington (KY), City of, Kentucky
 1816. Cumberland (KY), County of (Fiscal Court), Kentucky
 1817. Daviess (KY), County of (Fiscal Court), Kentucky
 1818. Edmonson (KY), County of (Fiscal Court), Kentucky
 1819. Elliott (KY), County of (Fiscal Court), Kentucky
 1820. Estill (KY), County of (Fiscal Court), Kentucky
 1821. Estill County Emergency Medical Services (KY), Kentucky
 1822. Fleming (KY), County of (Fiscal Court), Kentucky
 1823. Florence (KY), City of, Kentucky
 1824. Floyd (KY), County of, Kentucky
 1825. Franklin (KY), County of (Fiscal Court), Kentucky
 1826. Fulton (KY), County of (Fiscal Court), Kentucky
 1827. Gallatin (KY), County of (Fiscal Court), Kentucky
 1828. Garrard (KY), County of (Fiscal Court), Kentucky
 1829. Grant (KY), County of (Fiscal Court), Kentucky
 1830. Grayson (KY), City of, Kentucky
 1831. Green (KY), County of (Fiscal Court), Kentucky
 1832. Greenup (KY), County of (Fiscal Court), Kentucky
 1833. Greenup (KY), City of, Kentucky
 1834. Hancock (KY), County of (Fiscal Court), Kentucky
 1835. Hardin (KY), County of (Fiscal Court), Kentucky
 1836. Harlan (KY), County of (Fiscal Court), Kentucky

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1837. Harlan (KY), City of, Kentucky
 1838. Harrison (KY), County of (Fiscal Court), Kentucky
 1839. Hart (KY), County of (Fiscal Court), Kentucky
 1840. Henderson (KY), County of (Fiscal Court), Kentucky
 1841. Henderson (KY), City of, Kentucky
 1842. Henry (KY), County of (Fiscal Court), Kentucky
 1843. Hickman (KY), County of (Fiscal Court), Kentucky
 1844. Hillview (KY), City of, Kentucky
 1845. Hopkins (KY), County of (Fiscal Court), Kentucky
 1846. Hyden (KY), City of, Kentucky
 1847. Inez (KY), City of, Kentucky
 1848. Jamestown (KY), City of, Kentucky
 1849. Jenkins (KY), City of, Kentucky
 1850. Jessamine (KY), County of (Fiscal Court), Kentucky
 1851. Kenton (KY), County of (Fiscal Court), Kentucky
 1852. Kentucky River District Health Department (KY), Kentucky
 1853. Knott (KY), County of, Kentucky
 1854. Knox (KY), County of (Fiscal Court), Kentucky
 1855. Larue (KY), County of (Fiscal Court), Kentucky
 1856. Laurel (KY), County of (Fiscal Court), Kentucky
 1857. Lawrence (KY), County of, Kentucky
 1858. Lee (KY), County of (Fiscal Court), Kentucky
 1859. Leslie (KY), County of (Fiscal Court), Kentucky
 1860. Letcher (KY), County of (Fiscal Court), Kentucky
 1861. Lewis (KY), County of (Fiscal Court), Kentucky
 1862. Lexington-Fayette Urban (KY), County of, Kentucky
 1863. Lincoln (KY), County of (Fiscal Court), Kentucky
 1864. Logan (KY), County of (Fiscal Court), Kentucky
 1865. London (KY), City of, Kentucky

1866. Louisville-Jefferson (KY), County of, Kentucky
 1867. Loyall (KY), City of, Kentucky
 1868. Lynch (KY), City of, Kentucky
 1869. Madison (KY), County of (Fiscal Court), Kentucky
 1870. Manchester (KY), City of, Kentucky
 1871. Marshall (KY), County of (Fiscal Court), Kentucky
 1872. Martin (KY), County of (Fiscal Court), Kentucky
 1873. Mason (KY), County of (Fiscal Court), Kentucky
 1874. McCracken (KY), County of, Kentucky
 1875. McLean (KY), County of (Fiscal Court), Kentucky
 1876. Meade (KY), County of (Fiscal Court), Kentucky
 1877. Mercer (KY), County of (Fiscal Court), Kentucky
 1878. Monroe (KY), County of (Fiscal Court), Kentucky
 1879. Montgomery (KY), County of (Fiscal Court), Kentucky
 1880. Morehead (KY), City of, Kentucky
 1881. Morgan (KY), County of (Fiscal Court), Kentucky
 1882. Morganfield (KY), City of, Kentucky
 1883. Mt. Washington (KY), City of, Kentucky
 1884. Muhlenberg (KY), County of (Fiscal Court), Kentucky
 1885. Murray (KY), City of, Kentucky
 1886. Nicholas (KY), County of (Fiscal Court), Kentucky
 1887. Ohio (KY), County of (Fiscal Court), Kentucky
 1888. Oldham (KY), County of (Fiscal Court), Kentucky
 1889. Owen (KY), County of (Fiscal Court), Kentucky
 1890. Owensboro (KY), City of, Kentucky
 1891. Owsley (KY), County of (Fiscal Court), Kentucky
 1892. Paducah (KY), City of, Kentucky
 1893. Paintsville (KY), City of, Kentucky
 1894. Pendleton (KY), County of (Fiscal Court), Kentucky

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1895. Perry (KY), County of (Fiscal Court), Kentucky
 1896. Pike (KY), County of, Kentucky
 1897. Pineville (KY), City of, Kentucky
 1898. Pippa Passes (KY), City of, Kentucky
 1899. Powell (KY), County of (Fiscal Court), Kentucky
 1900. Prestonsburg (KY), City of, Kentucky
 1901. Pulaski (KY), County of (Fiscal Court), Kentucky
 1902. Rowan (KY), County of (Fiscal Court), Kentucky
 1903. Russell (KY), County of (Fiscal Court), Kentucky
 1904. Russell (KY), City of, Kentucky
 1905. Russell Springs (KY), City of, Kentucky
 1906. Scott (KY), County of (Fiscal Court), Kentucky
 1907. Shelby (KY), County of (Fiscal Court), Kentucky
 1908. Shepherdsville (KY), City of, Kentucky
 1909. South Shore (KY), City of, Kentucky
 1910. Spencer (KY), County of (Fiscal Court), Kentucky
 1911. Taylor (KY), County of (Fiscal Court), Kentucky
 1912. Taylor County Hospital District Health Facilities Corporation (KY), Kentucky
 1913. Todd (KY), County of (Fiscal Court), Kentucky
 1914. Union (KY), County of (Fiscal Court), Kentucky
 1915. Vanceburg (KY), City of, Kentucky
 1916. Warfield (KY), City of, Kentucky
 1917. Warren (KY), County of, Kentucky
 1918. Wayne (KY), County of (Fiscal Court), Kentucky
 1919. Webster (KY), County of (Fiscal Court), Kentucky
 1920. West Liberty (KY), City of, Kentucky
 1921. Whitesburg (KY), City of, Kentucky
 1922. Whitley (KY), County of (Fiscal Court), Kentucky
 1923. Winchester (KY), City of, Kentucky
 1924. Wolfe (KY), County of (Fiscal Court), Kentucky
 1925. Woodford (KY), County of (Fiscal Court), Kentucky

1926. Worthington (KY), City of, Kentucky
 1927. Abita Springs (LA), Town of, Louisiana
 1928. Acadia-St. Landry Hospital Service District (LA), Louisiana
 1929. Alexandria (LA), City of, Louisiana
 1930. Allen (LA), Parish of (Sheriff), Louisiana
 1931. Ascension (LA), Parish of (Sheriff), Louisiana
 1932. Ascension (LA), Parish of, Louisiana
 1933. Ascension Parish School Board (LA), Louisiana
 1934. Assumption (LA), Parish of (Sheriff), Louisiana
 1935. Assumption (LA), Parish of, Louisiana
 1936. Avoyelles (LA), Parish of (Sheriff), Louisiana
 1937. Avoyelles (LA), Parish of, Louisiana
 1938. Baldwin (LA), Town of, Louisiana
 1939. Bastrop (LA), City of, Louisiana
 1940. Baton Rouge (LA), City of, Louisiana
 1941. Beaugard (LA), Parish of, Louisiana
 1942. Benton Fire Protection District No. 4 (LA), Louisiana
 1943. Berwick (LA), Town of, Louisiana
 1944. Bienville (LA), Parish of (Sheriff), Louisiana
 1945. Bogalusa (LA), City of, Louisiana
 1946. Bossier (LA), Parish of, Louisiana
 1947. Bossier City (LA), City of, Louisiana
 1948. Bossier Parish Emergency Medical Services Ambulance District (LA), Louisiana
 1949. Caddo (LA), Parish of, Louisiana
 1950. Caddo Fire Protection District No. 1 (LA), Louisiana
 1951. Calcasieu (LA), Parish of (Sheriff), Louisiana
 1952. Calcasieu (LA), Parish of, Louisiana
 1953. Caldwell (LA), Parish of, Louisiana
 1954. Cameron (LA), Parish of, Louisiana
 1955. Catahoula (LA), Parish of (Sheriff), Louisiana
 1956. Catahoula (LA), Parish of, Louisiana
 1957. Claiborne (LA), Parish of, Louisiana
 1958. Concordia (LA), Parish of (Sheriff), Louisiana
 1959. Concordia (LA), Parish of, Louisiana
 1960. Covington (LA), City of, Louisiana

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1961. Delhi (LA), Town of, Louisiana
 1962. DeSoto (LA), Parish of, Louisiana
 1963. DeSoto Fire Protection District No. 8 (LA), Louisiana
 1964. Donaldsonville (LA), City of, Louisiana
 1965. East Baton Rouge (LA), Parish of (Sheriff), Louisiana
 1966. East Baton Rouge (LA), Parish of, Louisiana
 1967. East Carroll (LA), Parish of (Sheriff), Louisiana
 1968. East Carroll (LA), Parish of, Louisiana
 1969. Eunice (LA), City of, Louisiana
 1970. Evangeline (LA), Parish of (Sheriff), Louisiana
 1971. Evangeline (LA), Parish of, Louisiana
 1972. Ferriday (LA), Town of, Louisiana
 1973. Franklin (LA), Parish of, Louisiana
 1974. Franklin (LA), City of, Louisiana
 1975. Gramercy (LA), Town of, Louisiana
 1976. Grant (LA), Parish of (Sheriff), Louisiana
 1977. Grant (LA), Parish of, Louisiana
 1978. Gretna (LA), City of, Louisiana
 1979. Hospital Service District No. 1 of the Parish of Avoyelles (LA), Louisiana
 1980. Hospital Service District No. 1 of the Parish of LaSalle (LA), Louisiana
 1981. Iberia (LA), Parish of (Sheriff), Louisiana
 1982. Iberia (LA), Parish of, Louisiana
 1983. Iberia Parish School Board (LA), Louisiana
 1984. Iberville (LA), Parish of, Louisiana
 1985. Jackson (LA), Parish of (Sheriff), Louisiana
 1986. Jackson (LA), Parish of, Louisiana
 1987. Jean Lafitte (LA), Town of, Louisiana
 1988. Jefferson (LA), Parish of (Sheriff), Louisiana
 1989. Jefferson (LA), Parish of, Louisiana
 1990. Jefferson Davis (LA), Parish of (Sheriff), Louisiana
 1991. Jefferson Davis (LA), Parish of, Louisiana
 1992. Jefferson Parish Coroner's Office (LA), Louisiana
 1993. Jefferson Parish Hospital Service District No. 1 (LA), Louisiana
 1994. Jefferson Parish Hospital Service District No. 2 (LA), Louisiana
 1995. Kenner (LA), City of, Louisiana
 1996. Lafayette (LA), Parish of (Sheriff), Louisiana
 1997. Lafourche (LA), Parish of, Louisiana
 1998. Lafourche Parish School Board (LA), Louisiana
 1999. Lake Charles (LA), City of, Louisiana
 2000. Lake Providence (LA), Town of, Louisiana
 2001. LaSalle (LA), Parish of, Louisiana
 2002. Lincoln (LA), Parish of (Sheriff), Louisiana
 2003. Livingston (LA), Parish of (Sheriff), Louisiana
 2004. Livingston (LA), Parish of, Louisiana
 2005. Lusher (LA), Town of, Louisiana
 2006. Madisonville (LA), Town of, Louisiana
 2007. Mandeville (LA), City of, Louisiana
 2008. Monroe (LA), City of, Louisiana
 2009. Morehouse (LA), Parish of (Sheriff), Louisiana
 2010. Morehouse (LA), Parish of, Louisiana
 2011. Morgan City (LA), City of, Louisiana
 2012. Natchitoches (LA), City of, Louisiana
 2013. Natchitoches (LA), Parish of (Parish Council), Louisiana
 2014. New Iberia (LA), City of, Louisiana
 2015. New Orleans (LA), City of, Louisiana
 2016. New Roads (LA), City of, Louisiana
 2017. North Caddo Hospital Service District (LA), Louisiana
 2018. Opelousas (LA), City of, Louisiana
 2019. Opelousas General Hospital Authority (LA), Louisiana
 2020. Orleans (LA), Parish of (DA), Louisiana
 2021. Orleans (LA), Parish of (Sheriff), Louisiana
 2022. Orleans Parish Hospital Service Dist. – District A (LA), Louisiana
 2023. Ouachita (LA), Parish of (Sheriff), Louisiana
 2024. Ouachita (LA), Parish of, Louisiana
 2025. Patterson (LA), City of, Louisiana
 2026. Pearl River (LA), Town of, Louisiana

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2088. Winn (LA), Parish of (DA), Louisiana
 2089. Winn (LA), Parish of, Louisiana
 2090. Androscoggin (ME), County of, Maine
 2091. Aroostook (ME), County of, Maine
 2092. Auburn (ME), City of, Maine
 2093. Augusta (ME), City of, Maine
 2094. Bangor (ME), City of, Maine
 2095. Biddeford (ME), City of, Maine
 2096. Board of Education of Bangor School Department (ME), Maine
 2097. Board of Education of Cape Elizabeth School Department (ME), Maine
 2098. Board of Education of Ellsworth School Department (ME), Maine
 2099. Board of Education of Maine Regional School Unit ("RSU") 9 (ME), Maine
 2100. Board of Education of Maine RSU 10 (ME), Maine
 2101. Board of Education of Maine RSU 13 (ME), Maine
 2102. Board of Education of Maine RSU 25 (ME), Maine
 2103. Board of Education of Maine RSU 26 (ME), Maine
 2104. Board of Education of Maine RSU 29 (ME), Maine
 2105. Board of Education of Maine RSU 34 (ME), Maine
 2106. Board of Education of Maine RSU 40 (ME), Maine
 2107. Board of Education of Maine RSU 50 (ME), Maine
 2108. Board of Education of Maine RSU 57 (ME), Maine
 2109. Board of Education of Maine RSU 60 (ME), Maine
 2110. Board of Education of Maine RSU 71 (ME), Maine
 2111. Board of Education of Maine School Administrative District ("SAD") 6 (ME), Maine
 2112. Board of Education of Maine SAD 11 (ME), Maine
 2113. Board of Education of Maine SAD 15 (ME), Maine
 2114. Board of Education of Maine SAD 28/Five Town Central School District (ME), Maine
 2115. Board of Education of Maine SAD 35 (ME), Maine
 2116. Board of Education of Maine SAD 44 (ME), Maine
 2117. Board of Education of Maine SAD 53 (ME), Maine
 2118. Board of Education of Maine SAD 55 (ME), Maine
 2119. Board of Education of Maine SAD 61 (ME), Maine
 2120. Board of Education of Maine SAD 72 (ME), Maine
 2121. Board of Education of Portland School Department (ME), Maine
 2122. Board of Education of Scarborough School Department (ME), Maine
 2123. Board of Education of South Portland School Department (ME), Maine
 2124. Board of Education of St George Municipal School District (ME), Maine
 2125. Board of Education of Waterville School Department (ME), Maine
 2126. Calais (ME), City of, Maine
 2127. Cumberland (ME), County of, Maine
 2128. Kennebec (ME), County of, Maine
 2129. Knox (ME), County of, Maine
 2130. Lewiston (ME), City of, Maine
 2131. Lincoln (ME), County of, Maine
 2132. Penobscot (ME), County of, Maine
 2133. Portland (ME), City of, Maine
 2134. Rockland (ME), City of, Maine
 2135. Saco (ME), City of, Maine
 2136. Sagadahoc (ME), County of, Maine
 2137. Sanford (ME), City of, Maine
 2138. Somerset (ME), County of, Maine
 2139. Waldo (ME), County of, Maine
 2140. Washington (ME), County of, Maine
 2141. Waterville (ME), City of, Maine
 2142. York (ME), County of, Maine
 2143. Aberdeen (MD), City of, Maryland
 2144. Allegany (MD), County of, Maryland
 2145. Annapolis (MD), City of, Maryland
 2146. Anne Arundel (MD), County of, Maryland
 2147. Baltimore (MD), City of, Maryland
 2148. Baltimore (MD), County of, Maryland
 2149. Baltimore City Board of School Commissioners (MD), Maryland

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2027. Pineville (LA), City of, Louisiana
 2028. Pointe Coupee (LA), Parish of, Louisiana
 2029. Pointe Coupee Parish Health Services District Number 1 (LA), Louisiana
 2030. Rapides (LA), Parish of (Sheriff), Louisiana
 2031. Rapides (LA), Parish of (DA), Louisiana
 2032. Rapides (LA), Parish of, Louisiana
 2033. Red River (LA), Parish of, Louisiana
 2034. Red River Fire Protection District (LA), Louisiana
 2035. Richland (LA), Parish of (Sheriff), Louisiana
 2036. Richland (LA), Parish of, Louisiana
 2037. Richwood (LA), Town of, Louisiana
 2038. Sabine (LA), Parish of (Sheriff), Louisiana
 2039. Sabine (LA), Parish of, Louisiana
 2040. Saint Martinville (LA), City of, Louisiana
 2041. Shreveport (LA), City of, Louisiana
 2042. Sidell (LA), City of, Louisiana
 2043. St. Bernard (LA), Parish of (Sheriff), Louisiana
 2044. St. Bernard (LA), Parish of, Louisiana
 2045. St. Bernard Parish Coroner's Office (LA), Louisiana
 2046. St. Bernard Parish School Board (LA), Louisiana
 2047. St. Charles (LA), Parish of (Sheriff), Louisiana
 2048. St. Charles (LA), Parish of, Louisiana
 2049. St. James (LA), Parish of, Louisiana
 2050. St. James Parish School Board (LA), Louisiana
 2051. St. John the Baptist (LA), Parish of, Louisiana
 2052. St. Landry (LA), Parish of (Sheriff), Louisiana
 2053. St. Landry (LA), Parish of, Louisiana
 2054. St. Martin (LA), Parish of, Louisiana
 2055. St. Mary (LA), Parish of (Sheriff), Louisiana
 2056. St. Mary (LA), Parish of, Louisiana
 2057. St. Mary Parish School Board (LA), Louisiana
 2058. St. Tammany (LA), Parish of (Sheriff), Louisiana
 2059. St. Tammany (LA), Parish of, Louisiana
 2060. St. Tammany (LA), Parish of (DA), Louisiana
 2061. St. Tammany Fire Protection District No. 1 (LA), Louisiana
 2062. St. Tammany Fire Protection District No. 12 (LA), Louisiana
 2063. St. Tammany Fire Protection District No. 13 (LA), Louisiana
 2064. St. Tammany Fire Protection District No. 2 (LA), Louisiana
 2065. St. Tammany Fire Protection District No. 3 (LA), Louisiana
 2066. St. Tammany Fire Protection District No. 4 (LA), Louisiana
 2067. St. Tammany Fire Protection District No. 5 (LA), Louisiana
 2068. St. Tammany Parish Coroner's Office (LA), Louisiana
 2069. Tensas (LA), Parish of (Sheriff), Louisiana
 2070. Terrebonne (LA), Parish of (Sheriff), Louisiana
 2071. Terrebonne (LA), Parish of, Louisiana
 2072. Union (LA), Parish of (Sheriff), Louisiana
 2073. Union (LA), Parish of, Louisiana
 2074. Vermilion (LA), Parish of, Louisiana
 2075. Vernon (LA), Parish of (Sheriff), Louisiana
 2076. Vernon (LA), Parish of, Louisiana
 2077. Washington (LA), Parish of (Sheriff), Louisiana
 2078. Washington (LA), Parish of, Louisiana
 2079. Washington (LA), Parish of (DA), Louisiana
 2080. Webster (LA), Parish of, Louisiana
 2081. West Ascension Parish Hospital Service District (LA), Louisiana
 2082. West Baton Rouge (LA), Parish of, Louisiana
 2083. West Baton Rouge Fire Protection District No. 1 (LA), Louisiana
 2084. West Carroll (LA), Parish of (Sheriff), Louisiana
 2085. West Carroll (LA), Parish of, Louisiana
 2086. West Monroe (LA), City of, Louisiana
 2087. Westwego (LA), City of, Louisiana

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2150. Bel Air (MD), City of, Maryland
 2151. Berlin (MD), City of, Maryland
 2152. Bowie (MD), City of, Maryland
 2153. Calvert (MD), County of, Maryland
 2154. Cambridge (MD), City of, Maryland
 2155. Caroline (MD), County of, Maryland
 2156. Carroll (MD), County of, Maryland
 2157. Cecil (MD), County of, Maryland
 2158. Charles (MD), County of, Maryland
 2159. Charlestown (MD), City of, Maryland
 2160. Cottage City (MD), Town of, Maryland
 2161. Cumberland (MD), City of, Maryland
 2162. Dorchester (MD), County of, Maryland
 2163. Forest Heights (MD), Town of, Maryland
 2164. Frederick (MD), City of, Maryland
 2165. Frederick (MD), County of, Maryland
 2166. Frostburg (MD), City of, Maryland
 2167. Garrett (MD), County of, Maryland
 2168. Grantsville (MD), City of, Maryland
 2169. Hagerstown (MD), City of, Maryland
 2170. Harford (MD), County of, Maryland
 2171. Havre De Grace (MD), City of, Maryland
 2172. Howard (MD), County of, Maryland
 2173. Laurel (MD), City of, Maryland
 2174. Montgomery (MD), County of, Maryland
 2175. Mountain Lake Park (MD), City of, Maryland
 2176. North Brentwood (MD), Town of, Maryland
 2177. North East (MD), City of, Maryland
 2178. Oakland (MD), City of, Maryland
 2179. Perryville (MD), City of, Maryland
 2180. Prince George's (MD), County of, Maryland
 2181. Rockville (MD), City of (Mayor and Common Council), Maryland
 2182. Seat Pleasant (MD), City of, Maryland
 2183. Somerset (MD), County of, Maryland
 2184. St. Mary's (MD), County of, Maryland
 2185. Talbot (MD), County of, Maryland
 2186. Upper Marlboro (MD), Town of, Maryland
 2187. Vienna (MD), City of, Maryland
 2188. Washington (MD), County of, Maryland
 2189. Westminster (MD), City of (Mayor and Common Council), Maryland
 2190. Wicomico (MD), County of, Maryland
 2191. Acushnet (MA), Town of, Massachusetts
 2192. Agawam (MA), Town of, Massachusetts
 2193. Amesbury (MA), City of, Massachusetts
 2194. Andover (MA), Town of, Massachusetts
 2195. Aquinnah (MA), Town of, Massachusetts
 2196. Athol (MA), Town of, Massachusetts
 2197. Auburn (MA), Town of, Massachusetts
 2198. Ayer (MA), Town of, Massachusetts
 2199. Barnstable (MA), Town of, Massachusetts
 2200. Belchertown (MA), Town of, Massachusetts
 2201. Beverly (MA), City of, Massachusetts
 2202. Billerica (MA), Town of, Massachusetts
 2203. Boston (MA), City of, Massachusetts
 2204. Boston Housing Authority (MA), Massachusetts
 2205. Boston Public Health Commission (MA), Massachusetts
 2206. Braintree (MA), Town of, Massachusetts
 2207. Brewster (MA), Town of, Massachusetts
 2208. Bridgewater (MA), Town of, Massachusetts
 2209. Brockton (MA), City of, Massachusetts
 2210. Brockton Area Transit (MA), Massachusetts
 2211. Brookline (MA), Town of, Massachusetts
 2212. Cambridge (MA), City of, Massachusetts
 2213. Canton (MA), Town of, Massachusetts
 2214. Carver (MA), Town of, Massachusetts
 2215. Carver Marion Wareham Regional Refuse Disposal District (MA), Massachusetts
 2216. Charlton (MA), Town of, Massachusetts
 2217. Chelmsford (MA), Town of, Massachusetts
 2218. Chelsea (MA), City of, Massachusetts
 2219. Chicopee (MA), City of, Massachusetts
 2220. Clarksburg (MA), Town of, Massachusetts
 2221. Clinton (MA), Town of, Massachusetts
 2222. Danvers (MA), Town of, Massachusetts
 2223. Dartmouth Fire District No. 3 (MA), Massachusetts

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2224. Dedham (MA), Town of, Massachusetts
 2225. Dennis (MA), Town of, Massachusetts
 2226. Douglas (MA), Town of, Massachusetts
 2227. Dudley (MA), Town of, Massachusetts
 2228. East Bridgewater (MA), Town of, Massachusetts
 2229. Eastham (MA), Town of, Massachusetts
 2230. Easthampton (MA), City of, Massachusetts
 2231. Easton (MA), Town of, Massachusetts
 2232. Everett (MA), City of, Massachusetts
 2233. Fairhaven (MA), Town of, Massachusetts
 2234. Fall River (MA), City of, Massachusetts
 2235. Falmouth (MA), Town of, Massachusetts
 2236. Fitchburg (MA), City of, Massachusetts
 2237. Framingham (MA), City of, Massachusetts
 2238. Freetown (MA), Town of, Massachusetts
 2239. Georgetown (MA), Town of, Massachusetts
 2240. Gloucester (MA), City of, Massachusetts
 2241. Grafton (MA), Town of, Massachusetts
 2242. Greater Attleboro Taunton Regional Authority (MA), Massachusetts
 2243. Greater New Bedford Regional Refuse Management District (MA), Massachusetts
 2244. Greenfield (MA), City of, Massachusetts
 2245. Halifax (MA), Town of, Massachusetts
 2246. Hanson (MA), Town of, Massachusetts
 2247. Haverhill (MA), City of, Massachusetts
 2248. Holliston (MA), Town of, Massachusetts
 2249. Holyoke (MA), City of, Massachusetts
 2250. Hopedale (MA), Town of, Massachusetts
 2251. Hull (MA), Town of, Massachusetts
 2252. Kingstons (MA), Town of, Massachusetts
 2253. Lakeville (MA), Town of, Massachusetts
 2254. Leicester (MA), Town of, Massachusetts
 2255. Leominster (MA), City of, Massachusetts
 2256. Leverett (MA), Town of, Massachusetts
 2257. Longmeadow (MA), Town of, Massachusetts
 2258. Lowell (MA), City of, Massachusetts
 2259. Ludlow (MA), Town of, Massachusetts
 2260. Lunenburg (MA), Town of, Massachusetts

2261. Lynn (MA), City of, Massachusetts
 2262. Lynnfield (MA), Town of, Massachusetts
 2263. Malden (MA), City of, Massachusetts
 2264. Marblehead (MA), Town of, Massachusetts
 2265. Marshfield (MA), Town of, Massachusetts
 2266. Mashpee (MA), Town of, Massachusetts
 2267. Mattapoisett (MA), Town of, Massachusetts
 2268. Medford (MA), City of, Massachusetts
 2269. Melrose (MA), City of, Massachusetts
 2270. Methuen (MA), City of, Massachusetts
 2271. Middleborough (MA), Town of, Massachusetts
 2272. Milford (MA), Town of, Massachusetts
 2273. Millbury (MA), Town of, Massachusetts
 2274. Millis (MA), Town of, Massachusetts
 2275. Nantucket (MA), Town of, Massachusetts
 2276. Natick (MA), Town of, Massachusetts
 2277. New Bedford (MA), City of, Massachusetts
 2278. Newburyport (MA), City of, Massachusetts
 2279. Norfolk (MA), County of, Massachusetts
 2280. North Adams (MA), City of, Massachusetts
 2281. North Andover (MA), Town of, Massachusetts
 2282. North Attleborough (MA), Town of, Massachusetts
 2283. North Reading (MA), Town of, Massachusetts
 2284. North River Collaborative School (MA), Massachusetts
 2285. Northampton (MA), City of, Massachusetts
 2286. Northbridge (MA), Town of, Massachusetts
 2287. Norton (MA), Town of, Massachusetts
 2288. Norwell (MA), Town of, Massachusetts
 2289. Norwood (MA), Town of, Massachusetts
 2290. Onset Fire District (MA), Massachusetts
 2291. Orange (MA), Town of, Massachusetts
 2292. Oxford (MA), Town of, Massachusetts
 2293. Palmer (MA), Town of, Massachusetts

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2294. Peabody (MA), City of, Massachusetts
 2295. Pembroke (MA), Town of, Massachusetts
 2296. Pittsfield (MA), City of, Massachusetts
 2297. Plainville (MA), Town of, Massachusetts
 2298. Plymouth (MA), County of, Massachusetts
 2299. Plymouth (MA), Town of, Massachusetts
 2300. Plymouth County Retirement Association (MA), Massachusetts
 2301. Plympton (MA), Town of, Massachusetts
 2302. Provincetown (MA), Town of, Massachusetts
 2303. Quincy (MA), City of, Massachusetts
 2304. Randolph (MA), Town of, Massachusetts
 2305. Rehoboth (MA), Town of, Massachusetts
 2306. Revere (MA), City of, Massachusetts
 2307. Rochester (MA), Town of, Massachusetts
 2308. Rockland (MA), Town of, Massachusetts
 2309. Salem (MA), City of, Massachusetts
 2310. Salisbury (MA), Town of, Massachusetts
 2311. Sandwich (MA), Town of, Massachusetts
 2312. Scituate (MA), Town of, Massachusetts
 2313. Seekonk (MA), Town of, Massachusetts
 2314. Sheffield (MA), Town of, Massachusetts
 2315. Shirley (MA), Town of, Massachusetts
 2316. Silver Lake Regional School District (MA), Massachusetts
 2317. Somerset (MA), Town of, Massachusetts
 2318. Somerville (MA), City of, Massachusetts
 2319. South Hadley (MA), Town of, Massachusetts
 2320. South Shore Educational Collaborative (MA), Massachusetts
 2321. South Shore Regional Emergency Communication Center (MA), Massachusetts
 2322. South Shore Vocational School District (MA), Massachusetts
 2323. Southbridge (MA), Town of, Massachusetts
 2324. Southeastern Regional Transit Authority (MA), Massachusetts
 2325. Southfield Redevelopment Authority (MA), Massachusetts
 2326. Spencer (MA), Town of, Massachusetts
 2327. Springfield (MA), City of, Massachusetts

2328. Stoneham (MA), Town of, Massachusetts
 2329. Stoughton (MA), Town of, Massachusetts
 2330. Sturbridge (MA), Town of, Massachusetts
 2331. Sudbury (MA), Town of, Massachusetts
 2332. Sutton (MA), Town of, Massachusetts
 2333. Swampscott (MA), Town of, Massachusetts
 2334. Templeton (MA), Town of, Massachusetts
 2335. Tewksbury (MA), Town of, Massachusetts
 2336. Truro (MA), Town of, Massachusetts
 2337. Tyngsborough (MA), Town of, Massachusetts
 2338. Upton (MA), Town of, Massachusetts
 2339. Wakefield (MA), Town of, Massachusetts
 2340. Walpole (MA), Town of, Massachusetts
 2341. Ware (MA), Town of, Massachusetts
 2342. Wareham (MA), Town of, Massachusetts
 2343. Wareham Fire District (MA), Massachusetts
 2344. Warren (MA), Town of, Massachusetts
 2345. Watertown (MA), Town of, Massachusetts
 2346. Wellfleet (MA), Town of, Massachusetts
 2347. West Boylston (MA), Town of, Massachusetts
 2348. West Bridgewater (MA), Town of, Massachusetts
 2349. West Springfield (MA), Town of, Massachusetts
 2350. West Tisbury (MA), Town of, Massachusetts
 2351. Westborough (MA), Town of, Massachusetts
 2352. Westford (MA), Town of, Massachusetts
 2353. Weymouth (MA), Town of, Massachusetts
 2354. Whitman (MA), Town of, Massachusetts
 2355. Whitman-Hanson Regional School District (MA), Massachusetts
 2356. Williamsburg (MA), Town of, Massachusetts

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2357. Wilmington (MA), Town of, Massachusetts
 2358. Winchendon (MA), Town of, Massachusetts
 2359. Winthrop (MA), Town of, Massachusetts
 2360. Woburn (MA), City of, Massachusetts
 2361. Worcester (MA), City of, Massachusetts
 2362. Alcona (MI), County of, Michigan
 2363. Alger (MI), County of, Michigan
 2364. Alpena (MI), County of, Michigan
 2365. Antrim (MI), County of, Michigan
 2366. Arenac (MI), County of, Michigan
 2367. Baraga (MI), County of, Michigan
 2368. Bay (MI), County of, Michigan
 2369. Benzie (MI), County of, Michigan
 2370. Berrien (MI), County of, Michigan
 2371. Branch (MI), County of, Michigan
 2372. Calhoun (MI), County of, Michigan
 2373. Canton (MI), Charter Township of, Michigan
 2374. Cass (MI), County of, Michigan
 2375. Charlevoix (MI), County of, Michigan
 2376. Cheboygan (MI), County of, Michigan
 2377. Chippewa (MI), County of, Michigan
 2378. Clinton (MI), County of, Michigan
 2379. Clinton (MI), Charter Township of, Michigan
 2380. Crawford (MI), County of, Michigan
 2381. Delta (MI), County of, Michigan
 2382. Detroit (MI), City of, Michigan
 2383. Detroit Wayne Mental Health Authority (MI), Michigan
 2384. Dickinson (MI), County of, Michigan
 2385. East Lansing (MI), City of, Michigan
 2386. Eaton (MI), County of, Michigan
 2387. Escanaba (MI), City of, Michigan
 2388. Flint (MI), City of, Michigan
 2389. Genesee (MI), County of, Michigan
 2390. Grand Rapids (MI), City of, Michigan
 2391. Grand Traverse (MI), County of, Michigan
 2392. Gratiot (MI), County of, Michigan
 2393. Harrison (MI), Charter Township of, Michigan
 2394. Hillsdale (MI), County of, Michigan
 2395. Houghton (MI), County of, Michigan

2396. Huron (MI), Charter Township of, Michigan
 2397. Ingham (MI), County of, Michigan
 2398. Ionia (MI), County of, Michigan
 2399. Iosco (MI), County of, Michigan
 2400. Iron (MI), County of, Michigan
 2401. Iron Mountain (MI), City of, Michigan
 2402. Isabella (MI), County of, Michigan
 2403. Jackson (MI), City of, Michigan
 2404. Kalamazoo (MI), County of, Michigan
 2405. Kent (MI), County of, Michigan
 2406. Lake (MI), County of, Michigan
 2407. Lansing (MI), City of, Michigan
 2408. Leelanau (MI), County of, Michigan
 2409. Lenawee (MI), County of, Michigan
 2410. Livingston (MI), County of, Michigan
 2411. Livonia (MI), City of, Michigan
 2412. Luce (MI), County of, Michigan
 2413. Macomb (MI), County of, Michigan
 2414. Manistee (MI), County of, Michigan
 2415. Marquette (MI), County of, Michigan
 2416. Mason (MI), County of, Michigan
 2417. Monroe (MI), County of, Michigan
 2418. Montcalm (MI), County of, Michigan
 2419. Montmorency (MI), County of, Michigan
 2420. Muskegon (MI), County of, Michigan
 2421. Newaygo (MI), County of, Michigan
 2422. Northville (MI), Charter Township of, Michigan
 2423. Oakland (MI), County of, Michigan
 2424. Oceana (MI), County of, Michigan
 2425. Ogemaw (MI), County of, Michigan
 2426. Ontonagon (MI), County of, Michigan
 2427. Osceola (MI), County of, Michigan
 2428. Otsego (MI), County of, Michigan
 2429. Pittsfield (MI), Charter Township of, Michigan
 2430. Pontiac (MI), City of, Michigan
 2431. Presque Isle (MI), County of, Michigan
 2432. Romulus (MI), City of, Michigan
 2433. Roscommon (MI), County of, Michigan
 2434. Saginaw (MI), County of, Michigan
 2435. Sanilac (MI), County of, Michigan
 2436. Sault Ste. Marie (MI), City of, Michigan
 2437. Shiawassee (MI), County of, Michigan
 2438. St. Clair (MI), County of, Michigan

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2439. Sterling Heights (MI), City of, Michigan
 2440. Traverse City (MI), City of, Michigan
 2441. Tuscola (MI), County of, Michigan
 2442. Van Buren (MI), Charter Township of, Michigan
 2443. Warren (MI), City of, Michigan
 2444. Washtenaw (MI), County of, Michigan
 2445. Wayne (MI), City of, Michigan
 2446. Wayne (MI), County of, Michigan
 2447. Westland (MI), City of, Michigan
 2448. Wexford (MI), County of, Michigan
 2449. Anoka (MN), County of, Minnesota
 2450. Beltrami (MN), County of, Minnesota
 2451. Big Stone (MN), County of, Minnesota
 2452. Board of Education of Minnetonka School District No. 276 (MN), Minnesota
 2453. Carlton (MN), County of, Minnesota
 2454. Carver (MN), County of, Minnesota
 2455. Coon Rapids (MN), City of, Minnesota
 2456. Dakota (MN), County of, Minnesota
 2457. Douglas (MN), County of, Minnesota
 2458. Duluth (MN), City of, Minnesota
 2459. Freeborn (MN), County of, Minnesota
 2460. Hennepin (MN), County of, Minnesota
 2461. Itasca (MN), County of, Minnesota
 2462. McLeod (MN), County of, Minnesota
 2463. Meeker (MN), County of, Minnesota
 2464. Minneapolis (MN), City of, Minnesota
 2465. Minnesota Prairie Health Alliance (MN), Minnesota
 2466. Morrison (MN), County of, Minnesota
 2467. Mower (MN), County of, Minnesota
 2468. North St. Paul (MN), City of, Minnesota
 2469. Olmsted (MN), County of, Minnesota
 2470. Pine (MN), County of, Minnesota
 2471. Proctor (MN), City of, Minnesota
 2472. Ramsey (MN), County of, Minnesota
 2473. Rochester (MN), City of, Minnesota
 2474. Roseau (MN), County of, Minnesota
 2475. Saint Paul (MN), City of, Minnesota
 2476. Sibley (MN), County of, Minnesota
 2477. St. Louis (MN), County of, Minnesota
 2478. Steele (MN), County of, Minnesota
 2479. Waseca (MN), County of, Minnesota
 2480. Washington (MN), County of, Minnesota
 2481. Winona (MN), County of, Minnesota
 2482. Wright (MN), County of, Minnesota

2483. Yellow Medicine (MN), County of, Minnesota
 2484. Adams (MS), County of, Mississippi
 2485. Amite (MS), County of, Mississippi
 2486. Amory (MS), City of, Mississippi
 2487. Arcola (MS), Town of, Mississippi
 2488. Atala (MS), County of, Mississippi
 2489. Benton (MS), County of, Mississippi
 2490. Bolivar (MS), County of, Mississippi
 2491. Brookhaven (MS), City of, Mississippi
 2492. Caledonia (MS), Town of, Mississippi
 2493. Carroll (MS), County of, Mississippi
 2494. Charleston (MS), City of, Mississippi
 2495. Chickasaw (MS), County of, Mississippi
 2496. Claiborne (MS), County of, Mississippi
 2497. Clarke (MS), County of, Mississippi
 2498. Clarksdale (MS), City of, Mississippi
 2499. Cleveland (MS), City of, Mississippi
 2500. Columbia (MS), City of, Mississippi
 2501. Columbus (MS), City of, Mississippi
 2502. Copiah (MS), County of, Mississippi
 2503. Covington (MS), County of, Mississippi
 2504. DeSoto (MS), County of, Mississippi
 2505. Diamondhead (MS), City of, Mississippi
 2506. Forrest (MS), County of, Mississippi
 2507. Franklin (MS), County of, Mississippi
 2508. Gautier (MS), City of, Mississippi
 2509. George (MS), County of, Mississippi
 2510. Greene (MS), County of, Mississippi
 2511. Greenwood (MS), City of, Mississippi
 2512. Grenada (MS), City of, Mississippi
 2513. Grenada (MS), County of, Mississippi
 2514. Gulfport (MS), City of, Mississippi
 2515. Hancock (MS), County of, Mississippi
 2516. Harrison (MS), County of, Mississippi
 2517. Hattiesburg (MS), City of, Mississippi
 2518. Hinds (MS), County of, Mississippi
 2519. Holly Springs (MS), City of, Mississippi
 2520. Holmes (MS), County of, Mississippi
 2521. Humphreys (MS), County of, Mississippi
 2522. Indianola (MS), City of, Mississippi
 2523. Issaquena (MS), County of, Mississippi
 2524. Itawamba (MS), County of, Mississippi
 2525. Iuka (MS), City of, Mississippi
 2526. Jackson (MS), City of, Mississippi
 2527. Jackson (MS), County of, Mississippi
 2528. Jefferson (MS), County of, Mississippi

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2529. Jefferson Davis (MS), County of, Mississippi
 2530. Jones (MS), County of, Mississippi
 2531. Jonestown (MS), City of, Mississippi
 2532. Kemper (MS), County of, Mississippi
 2533. Kosciusko (MS), City of, Mississippi
 2534. Lafayette (MS), County of, Mississippi
 2535. Lauderdale (MS), County of, Mississippi
 2536. Laurel (MS), City of, Mississippi
 2537. Lawrence (MS), County of, Mississippi
 2538. Leakesville (MS), Town of, Mississippi
 2539. Lee (MS), County of, Mississippi
 2540. Leflore (MS), County of, Mississippi
 2541. Lincoln (MS), County of, Mississippi
 2542. Long Beach (MS), City of, Mississippi
 2543. Lumberton (MS), City of, Mississippi
 2544. Madison (MS), County of, Mississippi
 2545. Marion (MS), County of, Mississippi
 2546. Marshall (MS), County of, Mississippi
 2547. McLain (MS), Town of, Mississippi
 2548. Memorial Hospital at Gulfport (MS), Mississippi
 2549. Meridian (MS), City of, Mississippi
 2550. Monroe (MS), County of, Mississippi
 2551. Morton (MS), City of, Mississippi
 2552. Moss Point (MS), City of, Mississippi
 2553. Mound Bayou (MS), City of, Mississippi
 2554. Neshoba (MS), County of, Mississippi
 2555. Nettleton (MS), City of, Mississippi
 2556. New Albany (MS), City of, Mississippi
 2557. Ocean Springs (MS), City of, Mississippi
 2558. Panola (MS), County of, Mississippi
 2559. Pascagoula (MS), City of, Mississippi
 2560. Pearl River (MS), County of, Mississippi
 2561. Pearl River County Hospital (MS), Mississippi
 2562. Perry (MS), County of, Mississippi
 2563. Philadelphia (MS), City of, Mississippi
 2564. Prentiss (MS), County of, Mississippi
 2565. Quitman (MS), City of, Mississippi
 2566. Scott (MS), County of, Mississippi
 2567. Shannon (MS), City of, Mississippi
 2568. Sharkey-Issaquena Community Hospital (MS), Mississippi
 2569. Shubuta (MS), Town of, Mississippi
 2570. South Central Regional Medical Center (MS), Mississippi

2571. Southwest Mississippi Regional Medical Center (MS), Mississippi
 2572. Starkville (MS), City of, Mississippi
 2573. Stone (MS), County of, Mississippi
 2574. Summit (MS), Town of, Mississippi
 2575. Sunflower (MS), County of, Mississippi
 2576. Tallahatchie (MS), County of, Mississippi
 2577. Tate (MS), County of, Mississippi
 2578. Tippah (MS), County of, Mississippi
 2579. Tishomingo (MS), County of, Mississippi
 2580. Tunica (MS), County of, Mississippi
 2581. Tupelo (MS), City of, Mississippi
 2582. Union (MS), County of, Mississippi
 2583. Verona (MS), City of, Mississippi
 2584. Vicksburg (MS), City of, Mississippi
 2585. Walthall (MS), County of, Mississippi
 2586. Washington (MS), County of, Mississippi
 2587. Wayne (MS), County of, Mississippi
 2588. Waynesboro (MS), City of, Mississippi
 2589. Webb (MS), City of, Mississippi
 2590. Wiggins (MS), City of, Mississippi
 2591. Yalobusha (MS), County of, Mississippi
 2592. Adair (MO), County of, Missouri
 2593. Andrew (MO), County of, Missouri
 2594. Atchison (MO), County of, Missouri
 2595. Audrain (MO), County of, Missouri
 2596. Barry (MO), County of, Missouri
 2597. Barton (MO), County of, Missouri
 2598. Boone (MO), County of, Missouri
 2599. Buchanan (MO), County of, Missouri
 2600. Butler (MO), County of, Missouri
 2601. Callaway (MO), County of, Missouri
 2602. Camden (MO), County of, Missouri
 2603. Cape Girardeau (MO), County of, Missouri
 2604. Cass (MO), County of, Missouri
 2605. Chariton (MO), County of, Missouri
 2606. Christian (MO), County of, Missouri
 2607. Clinton (MO), County of, Missouri
 2608. Cole (MO), County of, Missouri
 2609. Crawford (MO), County of, Missouri
 2610. Dade (MO), County of, Missouri
 2611. DeKalb (MO), County of, Missouri
 2612. Dent (MO), County of, Missouri

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2613. Douglas (MO), County of, Missouri
 2614. Dunklin (MO), County of, Missouri
 2615. Franklin (MO), County of, Missouri
 2616. Gasconade (MO), County of, Missouri
 2617. Greene (MO), County of, Missouri
 2618. Grundy (MO), County of, Missouri
 2619. Harrisonville (MO), City of, Missouri
 2620. Henry (MO), County of, Missouri
 2621. Hickory (MO), County of, Missouri
 2622. Howell (MO), County of, Missouri
 2623. Independence (MO), City of, Missouri
 2624. Iron (MO), County of, Missouri
 2625. Jackson (MO), County of, Missouri
 2626. Jasper (MO), County of, Missouri
 2627. Jefferson (MO), County of, Missouri
 2628. Johnson (MO), County of, Missouri
 2629. Joplin (MO), City of, Missouri
 2630. Kansas City (MO), City of, Missouri
 2631. Kinloch Fire Protection District of St. Louis County (MO), Missouri
 2632. Knox (MO), County of, Missouri
 2633. Lafayette (MO), County of, Missouri
 2634. Lawrence (MO), County of, Missouri
 2635. Lewis (MO), County of, Missouri
 2636. Lincoln (MO), County of, Missouri
 2637. Livingston (MO), County of, Missouri
 2638. Madison (MO), County of, Missouri
 2639. Maries (MO), County of, Missouri
 2640. McDonald (MO), County of, Missouri
 2641. Miller (MO), County of, Missouri
 2642. Moniteau (MO), County of, Missouri
 2643. Montgomery (MO), County of, Missouri
 2644. Morgan (MO), County of, Missouri
 2645. New Madrid (MO), County of, Missouri
 2646. Nodaway (MO), County of, Missouri
 2647. Northeast Ambulance and Fire Protection District of St. Louis County (MO), Missouri
 2648. Osage (MO), County of, Missouri
 2649. Ozark (MO), County of, Missouri
 2650. Pemiscot (MO), County of, Missouri
 2651. Perry (MO), County of, Missouri
 2652. Pettis (MO), County of, Missouri
 2653. Phelps (MO), County of, Missouri
 2654. Pike (MO), County of, Missouri
 2655. Polk (MO), County of, Missouri
 2656. Pulaski (MO), County of, Missouri

2657. Ralls (MO), County of, Missouri
 2658. Randolph (MO), County of, Missouri
 2659. Ray (MO), County of, Missouri
 2660. Reynolds (MO), County of, Missouri
 2661. Ripley (MO), County of, Missouri
 2662. Saint Joseph (MO), City of, Missouri
 2663. Schuyler (MO), County of, Missouri
 2664. Scott (MO), County of, Missouri
 2665. Sedalia (MO), City of, Missouri
 2666. Shannon (MO), County of, Missouri
 2667. Shelby (MO), County of, Missouri
 2668. Springfield (MO), City of, Missouri
 2669. St. Charles (MO), County of, Missouri
 2670. St. Clair (MO), County of, Missouri
 2671. St. Francois (MO), County of, Missouri
 2672. St. Louis (MO), City of, Missouri
 2673. St. Louis (MO), County of, Missouri
 2674. Ste. Genevieve (MO), County of, Missouri
 2675. Stone (MO), County of, Missouri
 2676. Taney (MO), County of, Missouri
 2677. Texas (MO), County of, Missouri
 2678. Vernon (MO), County of, Missouri
 2679. Warren (MO), County of, Missouri
 2680. Washington (MO), County of, Missouri
 2681. Webster (MO), County of, Missouri
 2682. Worth (MO), County of, Missouri
 2683. Wright (MO), County of, Missouri
 2684. Anaconda-Deer Lodge (MT), County of, Montana
 2685. Cascade (MT), County of, Montana
 2686. Gallatin (MT), County of, Montana
 2687. Great Falls (MT), City of, Montana
 2688. Lake (MT), County of, Montana
 2689. Missoula (MT), City of, Montana
 2690. Missoula (MT), County of, Montana
 2691. Douglas (NE), County of, Nebraska
 2692. Keith (NE), County of, Nebraska
 2693. Knox (NE), County of, Nebraska
 2694. Lincoln (NE), County of, Nebraska
 2695. Sarpy (NE), County of, Nebraska
 2696. South Sioux City (NE), City of, Nebraska
 2697. Boulder City (NV), City of, Nevada
 2698. Carson City (NV), City of, Nevada
 2699. Central Lyon County Fire Protection District (NV), Nevada

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2700. Churchill (NV), County of, Nevada
 2701. Douglas (NV), County of, Nevada
 2702. Ely (NV), City of, Nevada
 2703. Fernley (NV), City of, Nevada
 2704. Henderson (NV), City of, Nevada
 2705. Humboldt (NV), County of, Nevada
 2706. Las Vegas (NV), City of, Nevada
 2707. Lincoln (NV), County of, Nevada
 2708. Lyon (NV), County of, Nevada
 2709. Mesquite (NV), City of, Nevada
 2710. North Las Vegas (NV), City of, Nevada
 2711. North Lyon County Fire Protection District (NV), Nevada
 2712. Nye (NV), County of, Nevada
 2713. Reno (NV), City of, Nevada
 2714. Sparks (NV), City of, Nevada
 2715. Washoe (NV), County of, Nevada
 2716. West Wendover (NV), City of, Nevada
 2717. White Pine (NV), County of, Nevada
 2718. Belknap (NH), County of, New Hampshire
 2719. Belmont (NH), City of, New Hampshire
 2720. Berlin (NH), City of, New Hampshire
 2721. Board of Education of Goshen School District (NH), New Hampshire
 2722. Board of Education of Kearsarge RSU-School Administrative Unit 65 (NH), New Hampshire
 2723. Board of Education of Lebanon School District (NH), New Hampshire
 2724. Board of Education of Pittsfield School District (NH), New Hampshire
 2725. Board of Education of Tamworth School District (NH), New Hampshire
 2726. Carroll (NH), County of, New Hampshire
 2727. Cheshire (NH), County of, New Hampshire
 2728. Claremont (NH), City of, New Hampshire
 2729. Concord (NH), City of, New Hampshire
 2730. Coos (NH), County of, New Hampshire
 2731. Derry (NH), Town of, New Hampshire
 2732. Dover (NH), City of, New Hampshire
 2733. Franklin (NH), City of, New Hampshire
 2734. Fraughton (NH), County of, New Hampshire

2735. Hillsborough (NH), County of, New Hampshire
 2736. Keene (NH), City of, New Hampshire
 2737. Laconia (NH), City of, New Hampshire
 2738. Londonderry (NH), Town of, New Hampshire
 2739. Manchester (NH), City of, New Hampshire
 2740. Merrimack (NH), County of, New Hampshire
 2741. Nashua (NH), City of, New Hampshire
 2742. Rochester (NH), City of, New Hampshire
 2743. Rockingham (NH), County of, New Hampshire
 2744. Strafford (NH), County of, New Hampshire
 2745. Sullivan (NH), County of, New Hampshire
 2746. Atlantic (NJ), County of, New Jersey
 2747. Bargeat (NJ), Township of, New Jersey
 2748. Bayonne (NJ), City of, New Jersey
 2749. Bergen (NJ), County of, New Jersey
 2750. Bloomfield (NJ), Township of, New Jersey
 2751. Brick (NJ), Township of, New Jersey
 2752. Burlington (NJ), County of, New Jersey
 2753. Camden (NJ), County of, New Jersey
 2754. Cape May (NJ), County of, New Jersey
 2755. Clifton (NJ), City of, New Jersey
 2756. Clinton (NJ), Town of, New Jersey
 2757. Cumberland (NJ), County of, New Jersey
 2758. Elizabeth (NJ), City of, New Jersey
 2759. Essex (NJ), County of, New Jersey
 2760. Hudson (NJ), County of, New Jersey
 2761. Irvington (NJ), Township of, New Jersey
 2762. Jersey City (NJ), City of, New Jersey
 2763. Monmouth (NJ), County of, New Jersey
 2764. Newark (NJ), City of, New Jersey
 2765. Ocean (NJ), County of, New Jersey
 2766. Paramus (NJ), Borough of, New Jersey
 2767. Passaic (NJ), County of, New Jersey
 2768. Paterson (NJ), City of, New Jersey
 2769. Ridgefield (NJ), Borough of, New Jersey
 2770. Saddle Brook (NJ), Township of, New Jersey
 2771. Sussex (NJ), County of, New Jersey

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2772. Trenton (NJ), City of, New Jersey
 2773. Union (NJ), County of, New Jersey
 2774. Alamogordo (NM), City of, New Mexico
 2775. Albuquerque (NM), City of, New Mexico
 2776. Bernalillo (NM), County of, New Mexico
 2777. Catron (NM), County of, New Mexico
 2778. Cibola (NM), County of, New Mexico
 2779. Colfax (NM), County of, New Mexico
 2780. Curry (NM), County of, New Mexico
 2781. Dona Ana (NM), County of, New Mexico
 2782. Española (NM), City of, New Mexico
 2783. Grant (NM), County of, New Mexico
 2784. Hidalgo (NM), County of, New Mexico
 2785. Hobbs (NM), City of, New Mexico
 2786. Las Cruces (NM), City of, New Mexico
 2787. Lea (NM), County of, New Mexico
 2788. Lincoln (NM), County of, New Mexico
 2789. Luna (NM), County of, New Mexico
 2790. McKinley (NM), County of, New Mexico
 2791. Mora (NM), County of, New Mexico
 2792. Otero (NM), County of, New Mexico
 2793. Rio Arriba (NM), County of, New Mexico
 2794. Roosevelt (NM), County of, New Mexico
 2795. San Juan (NM), County of, New Mexico
 2796. San Miguel (NM), County of, New Mexico
 2797. Sandoval (NM), County of, New Mexico
 2798. Santa Fe (NM), City of, New Mexico
 2799. Santa Fe (NM), County of, New Mexico
 2800. Sierra (NM), County of, New Mexico
 2801. Socorro (NM), County of, New Mexico
 2802. Taos (NM), County of, New Mexico
 2803. Union (NM), County of, New Mexico
 2804. Valencia (NM), County of, New Mexico
 2805. Albany (NY), City of, New York
 2806. Albany (NY), County of, New York
 2807. Allegany (NY), County of, New York
 2808. Amherst (NY), Town of, New York
 2809. Amityville (NY), Village of, New York
 2810. Amsterdam (NY), City of, New York
 2811. Auburn (NY), City of, New York

2812. Babylon (NY), Incorporated Village of, New York
 2813. Babylon (NY), Village of, New York
 2814. Babylon (NY), Town of, New York
 2815. Bellmore Fire District (NY), New York
 2816. Bellport (NY), Village of, New York
 2817. Board of Education of Rochester City School District (NY), New York
 2818. Brookhaven (NY), Town of, New York
 2819. Broome (NY), County of, New York
 2820. Buffalo (NY), City of, New York
 2821. Cattaraugus (NY), County of, New York
 2822. Cayuga (NY), County of, New York
 2823. Centereach Fire District (NY), New York
 2824. Centerport Fire District (NY), New York
 2825. Chautauqua (NY), County of, New York
 2826. Cheektowaga (NY), Town of, New York
 2827. Chemung (NY), County of, New York
 2828. Chenango (NY), County of, New York
 2829. Clarkstown (NY), Town of, New York
 2830. Clinton (NY), County of, New York
 2831. Columbia (NY), County of, New York
 2832. Cortland (NY), County of, New York
 2833. Dutchess (NY), County of, New York
 2834. East Hampton (NY), Village of, New York
 2835. East Rockaway (NY), Incorporated Village of, New York
 2836. Erie (NY), County of, New York
 2837. Essex (NY), County of, New York
 2838. Farmingdale (NY), Incorporated Village of, New York
 2839. Floral Park (NY), Incorporated Village of, New York
 2840. Franklin (NY), County of, New York
 2841. Fulton (NY), County of, New York
 2842. Garden City (NY), Incorporated Village of, New York
 2843. Genesee (NY), County of, New York
 2844. Geneva (NY), City of, New York
 2845. Great Neck (NY), Village of, New York
 2846. Greene (NY), County of, New York
 2847. Greenvale (NY), Village of, New York
 2848. Hamilton (NY), County of, New York
 2849. Hauppauge Fire District (NY), New York

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2850. Haverstraw (NY), Town of, New York
 2851. Hempstead (NY), Incorporated Village of, New York
 2852. Hempstead (NY), Village of, New York
 2853. Hempstead (NY), Town of, New York
 2854. Herkimer (NY), Village of, New York
 2855. Herkimer (NY), County of, New York
 2856. Hicksville Water District (NY), New York
 2857. Huntington (NY), Town of, New York
 2858. Island Park (NY), Incorporated Village of, New York
 2859. Islandia (NY), Incorporated Village of, New York
 2860. Islip (NY), Town of, New York
 2861. Islip Terrace Fire District (NY), New York
 2862. Ithaca (NY), City of, New York
 2863. Jefferson (NY), County of, New York
 2864. Kingston (NY), City of, New York
 2865. Lackawanna (NY), City of, New York
 2866. Lake Grove (NY), Incorporated Village of, New York
 2867. Lancaster (NY), Town of, New York
 2868. Lawrence (NY), Incorporated Village of, New York
 2869. Levittown Fire District (NY), New York
 2870. Lewis (NY), County of, New York
 2871. Lindenhurst (NY), Incorporated Village of, New York
 2872. Livingston (NY), County of, New York
 2873. Lloyd Harbor (NY), Incorporated Village of, New York
 2874. Long Beach (NY), City of, New York
 2875. Lynbrook (NY), Incorporated Village of, New York
 2876. Madison (NY), County of, New York
 2877. Massapequa Park (NY), Incorporated Village of, New York
 2878. Melville Fire District (NY), New York
 2879. Merrick Library (NY), New York
 2880. Mill Neck (NY), Incorporated Village of, New York
 2881. Miller Place Fire District (NY), New York
 2882. Millerton (NY), Village of, New York
 2883. Monroe (NY), County of, New York

2884. Montgomery (NY), County of, New York
 2885. Mount Sinai Fire District (NY), New York
 2886. Mount Vernon (NY), City of, New York
 2887. Nassau (NY), County of, New York
 2888. Nassau University Medical Center (NY), New York
 2889. Nesconset Fire District (NY), New York
 2890. New Hyde Park (NY), Incorporated Village of, New York
 2891. New York (NY), City of, New York
 2892. Niagara (NY), County of, New York
 2893. Nissequogue (NY), Incorporated Village of, New York
 2894. North Hempstead (NY), Town of, New York
 2895. North Merrick Fire District (NY), New York
 2896. North Patchogue Fire District (NY), New York
 2897. Northport (NY), Incorporated Village of, New York
 2898. Ogdensburg (NY), City of, New York
 2899. Old Westbury (NY), Incorporated Village of, New York
 2900. Oneida (NY), County of, New York
 2901. Onondaga (NY), County of, New York
 2902. Ontario (NY), County of, New York
 2903. Orange (NY), County of, New York
 2904. Orangetown (NY), Town of, New York
 2905. Orleans (NY), County of, New York
 2906. Oswego (NY), County of, New York
 2907. Otsego (NY), County of, New York
 2908. Oyster Bay (NY), Town of, New York
 2909. Patchogue (NY), Incorporated Village of, New York
 2910. Plainview - Old Bethpage Public Library (NY), New York
 2911. Plattsburgh (NY), City of, New York
 2912. Poquott (NY), Incorporated Village of, New York
 2913. Port Washington North (NY), Village of, New York
 2914. Port Washington Water District (NY), New York
 2915. Poughkeepsie (NY), City of, New York
 2916. Poughkeepsie (NY), Town of, New York

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2917. Putnam (NY), County of, New York
 2918. Ramapo (NY), Town of, New York
 2919. Rensselaer (NY), County of, New York
 2920. Ridge Fire District (NY), New York
 2921. Riverhead (NY), Town of, New York
 2922. Rochester (NY), City of, New York
 2923. Rockland (NY), County of, New York
 2924. Rockville Centre Public Library (NY), New York
 2925. Rome (NY), City of, New York
 2926. Rosalyn Water District (NY), New York
 2927. Saltaire (NY), Village of, New York
 2928. Saratoga (NY), County of, New York
 2929. Saratoga Springs (NY), City of, New York
 2930. Schenectady (NY), City of, New York
 2931. Schenectady (NY), County of, New York
 2932. Schoharie (NY), County of, New York
 2933. Schuyler (NY), County of, New York
 2934. Seneca (NY), County of, New York
 2935. Smithtown (NY), Town of, New York
 2936. Smithtown Fire District (NY), New York
 2937. South Farmingdale Fire District (NY), New York
 2938. Southampton (NY), Town of, New York
 2939. Southold (NY), Town of, New York
 2940. St. James Fire District (NY), New York
 2941. St. Lawrence (NY), County of, New York
 2942. Steuben (NY), County of, New York
 2943. Stewart Manor (NY), Village of, New York
 2944. Stony Brook Fire District (NY), New York
 2945. Stony Point (NY), Town of, New York
 2946. Suffern (NY), Village of, New York
 2947. Suffolk (NY), County of, New York
 2948. Sullivan (NY), County of, New York
 2949. Syracuse (NY), City of, New York
 2950. The Branch (NY), Village of, New York
 2951. Tioga (NY), County of, New York
 2952. Tompkins (NY), County of, New York
 2953. Tonawanda (NY), Town of, New York
 2954. Troy (NY), City of, New York
 2955. Ulster (NY), County of, New York
 2956. Uniondale Fire District (NY), New York
 2957. Utica (NY), City of, New York

2958. Valley Stream (NY), Incorporated Village of, New York
 2959. Wappinger (NY), Town of, New York
 2960. Wappingers Falls (NY), Village of, New York
 2961. Wappingers Falls (NY), City of, New York
 2962. Wappingers Falls (NY), Town of, New York
 2963. Warren (NY), County of, New York
 2964. Washington (NY), County of, New York
 2965. West Hampton Dunes (NY), Incorporated Village of, New York
 2966. West Haverstraw (NY), Village of, New York
 2967. West Hempstead Public Library (NY), New York
 2968. Westbury (NY), Incorporated Village of, New York
 2969. Westchester (NY), County of, New York
 2970. Wyoming (NY), County of, New York
 2971. Yates (NY), County of, New York
 2972. Yonkers (NY), City of, New York
 2973. Alamance (NC), County of, North Carolina
 2974. Alexander (NC), County of, North Carolina
 2975. Alleghany (NC), County of, North Carolina
 2976. Anson (NC), County of, North Carolina
 2977. Ashe (NC), County of, North Carolina
 2978. Beaufort (NC), County of, North Carolina
 2979. Bertie (NC), County of, North Carolina
 2980. Bladen (NC), County of, North Carolina
 2981. Brunswick (NC), County of, North Carolina
 2982. Buncombe (NC), County of, North Carolina
 2983. Burke (NC), County of, North Carolina
 2984. Cabarrus (NC), County of, North Carolina
 2985. Caldwell (NC), County of, North Carolina
 2986. Camden (NC), County of, North Carolina
 2987. Canton (NC), City of, North Carolina
 2988. Carteret (NC), County of, North Carolina

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2989. Caswell (NC), County of, North Carolina
 2990. Catawba (NC), County of, North Carolina
 2991. Chatham (NC), County of, North Carolina
 2992. Cherokee (NC), County of, North Carolina
 2993. Chowan (NC), County of, North Carolina
 2994. Cleveland (NC), County of, North Carolina
 2995. Columbus (NC), County of, North Carolina
 2996. Craven (NC), County of, North Carolina
 2997. Cumberland (NC), County of, North Carolina
 2998. Currituck (NC), County of, North Carolina
 2999. Dare (NC), County of, North Carolina
 3000. Davidson (NC), County of, North Carolina
 3001. Davie (NC), County of, North Carolina
 3002. Duplin (NC), County of, North Carolina
 3003. Durham (NC), County of, North Carolina
 3004. Fayetteville (NC), City of, North Carolina
 3005. Forsyth (NC), County of, North Carolina
 3006. Franklin (NC), County of, North Carolina
 3007. Gaston (NC), County of, North Carolina
 3008. Granville (NC), County of, North Carolina
 3009. Greene (NC), County of, North Carolina
 3010. Greensboro (NC), City of, North Carolina
 3011. Guilford (NC), County of, North Carolina
 3012. Halifax (NC), County of, North Carolina
 3013. Haywood (NC), County of, North Carolina
 3014. Henderson (NC), City of, North Carolina
 3015. Hickory (NC), City of, North Carolina
 3016. Iredell (NC), County of, North Carolina
 3017. Jacksonville (NC), City of, North Carolina
 3018. Jones (NC), County of, North Carolina
 3019. Lee (NC), County of, North Carolina
 3020. Lenoir (NC), County of, North Carolina

3021. Lincoln (NC), County of, North Carolina
 3022. Madison (NC), County of, North Carolina
 3023. Martin (NC), County of, North Carolina
 3024. McDowell (NC), County of, North Carolina
 3025. Mecklenburg (NC), County of, North Carolina
 3026. Mitchell (NC), County of, North Carolina
 3027. Moore (NC), County of, North Carolina
 3028. New Hanover (NC), County of, North Carolina
 3029. Onslow (NC), County of, North Carolina
 3030. Orange (NC), County of, North Carolina
 3031. Pamlico (NC), County of, North Carolina
 3032. Pasquotank (NC), County of, North Carolina
 3033. Person (NC), County of, North Carolina
 3034. Pitt (NC), County of, North Carolina
 3035. Polk (NC), County of, North Carolina
 3036. Randolph (NC), County of, North Carolina
 3037. Richmond (NC), County of, North Carolina
 3038. Robeson (NC), County of, North Carolina
 3039. Rockingham (NC), County of, North Carolina
 3040. Rowan (NC), County of, North Carolina
 3041. Rutherford (NC), County of, North Carolina
 3042. Sampson (NC), County of, North Carolina
 3043. Scotland (NC), County of, North Carolina
 3044. Stokes (NC), County of, North Carolina
 3045. Surry (NC), County of, North Carolina
 3046. Tyrrell (NC), County of, North Carolina
 3047. Vance (NC), County of, North Carolina
 3048. Warren (NC), County of, North Carolina
 3049. Washington (NC), County of, North Carolina
 3050. Watauga (NC), County of, North Carolina
 3051. Wayne (NC), County of, North Carolina
 3052. Wilkes (NC), County of, North Carolina

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3053. Wilmington (NC), City of, North Carolina
 3054. Winston-Salem (NC), City of, North Carolina
 3055. Yadkin (NC), County of, North Carolina
 3056. Yancey (NC), County of, North Carolina
 3057. Barnes (ND), County of, North Dakota
 3058. Benson (ND), County of, North Dakota
 3059. Bismarck (ND), City of, North Dakota
 3060. Burleigh (ND), County of, North Dakota
 3061. Cass (ND), County of, North Dakota
 3062. Devils Lake (ND), City of, North Dakota
 3063. Dickey (ND), County of, North Dakota
 3064. Dunn (ND), County of, North Dakota
 3065. Eddy (ND), County of, North Dakota
 3066. Fargo (ND), City of, North Dakota
 3067. Foster (ND), County of, North Dakota
 3068. Grand Forks (ND), City of, North Dakota
 3069. Grand Forks (ND), County of, North Dakota
 3070. Lamoure (ND), County of, North Dakota
 3071. Lisbon (ND), City of, North Dakota
 3072. McKenzie (ND), County of, North Dakota
 3073. McLean (ND), County of, North Dakota
 3074. Mercer (ND), County of, North Dakota
 3075. Mountrail (ND), County of, North Dakota
 3076. Pembina (ND), County of, North Dakota
 3077. Pierce (ND), County of, North Dakota
 3078. Ramsey (ND), County of, North Dakota
 3079. Ransom (ND), County of, North Dakota
 3080. Richland (ND), County of, North Dakota
 3081. Rolette (ND), County of, North Dakota
 3082. Sargent (ND), County of, North Dakota
 3083. Stark (ND), County of, North Dakota
 3084. Towner (ND), County of, North Dakota
 3085. Walsh (ND), County of, North Dakota
 3086. Ward (ND), County of, North Dakota
 3087. Wells (ND), County of, North Dakota
 3088. Williams (ND), County of, North Dakota
 3089. Adams (OH), County of, Ohio
 3090. Akron (OH), City of, Ohio
 3091. Allen (OH), County of, Ohio
 3092. Ashland (OH), City of, Ohio
 3093. Ashland (OH), County of, Ohio

3094. Ashtabula (OH), County of, Ohio
 3095. Athens (OH), County of, Ohio
 3096. Auglaize (OH), County of, Ohio
 3097. Aurora (OH), City of, Ohio
 3098. Barberton (OH), City of, Ohio
 3099. Belmont (OH), County of, Ohio
 3100. Boston (OH), Township of, Ohio
 3101. Boston Heights (OH), Village of, Ohio
 3102. Broadview Heights (OH), City of, Ohio
 3103. Brooklyn Heights (OH), Village of, Ohio
 3104. Brown (OH), County of, Ohio
 3105. Brunswick (OH), City of, Ohio
 3106. Butler (OH), County of, Ohio
 3107. Carroll (OH), County of, Ohio
 3108. Champaign (OH), County of, Ohio
 3109. Cincinnati (OH), City of, Ohio
 3110. Clermont (OH), County of, Ohio
 3111. Cleveland (OH), City of, Ohio
 3112. Clinton (OH), Village of, Ohio
 3113. Clinton (OH), County of, Ohio
 3114. Columbiana (OH), County of, Ohio
 3115. Columbus (OH), City of, Ohio
 3116. Copley (OH), Township of, Ohio
 3117. Coshocton (OH), County of, Ohio
 3118. Coventry (OH), Township of, Ohio
 3119. Crawford (OH), County of, Ohio
 3120. Cuyahoga Falls (OH), City of, Ohio
 3121. Darke (OH), County of, Ohio
 3122. Dayton (OH), City of, Ohio
 3123. Delaware (OH), County of, Ohio
 3124. East Cleveland (OH), City of, Ohio
 3125. Elyria (OH), City of, Ohio
 3126. Erie (OH), County of, Ohio
 3127. Euclid (OH), City of, Ohio
 3128. Fairfield (OH), City of, Ohio
 3129. Fairfield (OH), County of, Ohio
 3130. Fairlawn (OH), City of, Ohio
 3131. Fayette (OH), County of, Ohio
 3132. Findlay (OH), City of, Ohio
 3133. Fostoria (OH), City of, Ohio
 3134. Four County Board of Alcohol, Drug Addiction and Mental Health Services (OH), Ohio
 3135. Franklin (OH), County of, Ohio
 3136. Fulton (OH), County of, Ohio
 3137. Galia (OH), County of, Ohio
 3138. Garfield Heights (OH), City of, Ohio

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3139. Geauga (OH), County of, Ohio
 3140. Green (OH), City of, Ohio
 3141. Guernsey (OH), County of, Ohio
 3142. Hamilton (OH), City of, Ohio
 3143. Hamilton (OH), County of, Ohio
 3144. Hancock (OH), County of, Ohio
 3145. Harrison (OH), County of, Ohio
 3146. Hocking (OH), County of, Ohio
 3147. Huron (OH), City of, Ohio
 3148. Huron (OH), County of, Ohio
 3149. Ironton (OH), City of, Ohio
 3150. Jackson (OH), County of, Ohio
 3151. Jefferson (OH), County of, Ohio
 3152. Kent (OH), City of, Ohio
 3153. Knox (OH), County of, Ohio
 3154. Lake (OH), County of, Ohio
 3155. Lakemore (OH), Village of, Ohio
 3156. Lakewood (OH), City of, Ohio
 3157. Lawrence (OH), County of, Ohio
 3158. Lebanon (OH), City of, Ohio
 3159. Licking (OH), County of, Ohio
 3160. Lima (OH), City of, Ohio
 3161. Logan (OH), County of, Ohio
 3162. Lorain (OH), City of, Ohio
 3163. Lorain (OH), County of, Ohio
 3164. Lucas (OH), County of, Ohio
 3165. Lucas County Children Services Board of Trustees (OH), Ohio
 3166. Lyndhurst (OH), City of, Ohio
 3167. Macedonia (OH), City of, Ohio
 3168. Mansfield (OH), City of, Ohio
 3169. Marietta (OH), City of, Ohio
 3170. Marion (OH), County of, Ohio
 3171. Mayfield Heights (OH), City of, Ohio
 3172. Medina (OH), County of, Ohio
 3173. Meigs (OH), County of, Ohio
 3174. Mental Health & Recovery Services Board of Allen, Auglaize, and Hardin Counties (OH), Ohio
 3175. Mental Health & Recovery Services Board of Lucas County (OH), Ohio
 3176. Mercer (OH), County of, Ohio
 3177. Miami (OH), County of, Ohio
 3178. Middletown (OH), City of, Ohio
 3179. Mogadore (OH), Village of, Ohio
 3180. Monroe (OH), County of, Ohio
 3181. Montgomery (OH), County of, Ohio

3182. Morrow (OH), County of, Ohio
 3183. Munroe Falls (OH), City of, Ohio
 3184. Muskingum (OH), County of, Ohio
 3185. New Franklin (OH), City of, Ohio
 3186. Newburgh Heights (OH), Village of, Ohio
 3187. Noble (OH), County of, Ohio
 3188. North Olmsted (OH), City of, Ohio
 3189. North Ridgeville (OH), City of, Ohio
 3190. North Royalton (OH), City of, Ohio
 3191. Norton (OH), City of, Ohio
 3192. Norwalk (OH), City of, Ohio
 3193. Olmsted Falls (OH), City of, Ohio
 3194. Ottawa (OH), County of, Ohio
 3195. Painesville (OH), Township of, Ohio
 3196. Parma (OH), City of, Ohio
 3197. Parma Heights (OH), City of, Ohio
 3198. Peninsula (OH), Village of, Ohio
 3199. Perry (OH), County of, Ohio
 3200. Pike (OH), County of, Ohio
 3201. Portage (OH), County of, Ohio
 3202. Portsmouth (OH), City of, Ohio
 3203. Ravenna (OH), City of, Ohio
 3204. Richfield (OH), Village of, Ohio
 3205. Richland County Children's Services (OH), Ohio
 3206. Ross (OH), County of, Ohio
 3207. Sandusky (OH), City of, Ohio
 3208. Sandusky (OH), County of, Ohio
 3209. Scioto (OH), County of, Ohio
 3210. Seneca (OH), County of, Ohio
 3211. Seven Hills (OH), City of, Ohio
 3212. Shelby (OH), County of, Ohio
 3213. Silver Lake (OH), Village of, Ohio
 3214. Springfield (OH), Township of, Ohio
 3215. St. Marys (OH), City of, Ohio
 3216. Stark (OH), County of, Ohio
 3217. Stow (OH), City of, Ohio
 3218. Strongsville (OH), City of, Ohio
 3219. Tallmadge (OH), City of, Ohio
 3220. Toledo (OH), City of, Ohio
 3221. Trumbull (OH), County of, Ohio
 3222. Tuscarawas (OH), County of, Ohio
 3223. Valley Fire District (OH), Ohio
 3224. Van Wert (OH), City of, Ohio
 3225. Van Wert (OH), County of, Ohio
 3226. Vinton (OH), County of, Ohio

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3227. Warren (OH), City of, Ohio
 3228. Warrensville Heights (OH), City of, Ohio
 3229. Washington (OH), County of, Ohio
 3230. Wayne (OH), County of, Ohio
 3231. Wickliffe (OH), City of, Ohio
 3232. Williams (OH), County of, Ohio
 3233. Wyandot (OH), County of, Ohio
 3234. Youngstown (OH), City of, Ohio
 3235. Ada (OK), City of, Oklahoma
 3236. Altus (OK), City of, Oklahoma
 3237. Anadarko (OK), City of, Oklahoma
 3238. Atoka (OK), County of, Oklahoma
 3239. Beckham (OK), County of, Oklahoma
 3240. Bethany (OK), City of, Oklahoma
 3241. Broken Arrow (OK), City of, Oklahoma
 3242. Burns Flat (OK), City of, Oklahoma
 3243. Caddo (OK), County of, Oklahoma
 3244. Choctaw (OK), County of, Oklahoma
 3245. Cimarron (OK), County of, Oklahoma
 3246. Cleveland (OK), County of, Oklahoma
 3247. Coal (OK), County of, Oklahoma
 3248. Comanche (OK), County of, Oklahoma
 3249. Craig (OK), County of, Oklahoma
 3250. Creek (OK), County of, Oklahoma
 3251. Custer (OK), County of, Oklahoma
 3252. Delaware (OK), County of, Oklahoma
 3253. Dewey (OK), County of, Oklahoma
 3254. Edmond (OK), City of, Oklahoma
 3255. El Reno (OK), City of, Oklahoma
 3256. Elk City (OK), City of, Oklahoma
 3257. Enid (OK), City of, Oklahoma
 3258. Fort Cobb (OK), City of, Oklahoma
 3259. Garvin (OK), County of, Oklahoma
 3260. Grady (OK), County of, Oklahoma
 3261. Greer (OK), County of, Oklahoma
 3262. Guthrie (OK), City of, Oklahoma
 3263. Harmon (OK), County of, Oklahoma
 3264. Harper (OK), County of, Oklahoma
 3265. Haskell (OK), County of, Oklahoma
 3266. Hughes (OK), County of, Oklahoma
 3267. Jackson (OK), County of, Oklahoma
 3268. Jefferson (OK), County of, Oklahoma
 3269. Jenks (OK), City of, Oklahoma
 3270. Johnston (OK), County of, Oklahoma
 3271. Kay (OK), County of, Oklahoma
 3272. Kiowa (OK), County of, Oklahoma

3273. Latimer (OK), County of, Oklahoma
 3274. Lawton (OK), City of, Oklahoma
 3275. Le Flore (OK), County of, Oklahoma
 3276. Lincoln (OK), County of, Oklahoma
 3277. Logan (OK), County of, Oklahoma
 3278. Love (OK), County of, Oklahoma
 3279. Major (OK), County of, Oklahoma
 3280. Mayes (OK), County of, Oklahoma
 3281. McClain (OK), County of, Oklahoma
 3282. McCurtain (OK), County of, Oklahoma
 3283. Midwest City (OK), City of, Oklahoma
 3284. Muskogee (OK), City of, Oklahoma
 3285. Muskogee (OK), County of, Oklahoma
 3286. Mustang (OK), City of, Oklahoma
 3287. Noble (OK), County of, Oklahoma
 3288. Nowata (OK), County of, Oklahoma
 3289. Okfuskee (OK), County of, Oklahoma
 3290. Oklahoma (OK), County of, Oklahoma
 3291. Oklahoma City (OK), City of, Oklahoma
 3292. Okmulgee (OK), County of, Oklahoma
 3293. Osage (OK), County of, Oklahoma
 3294. Ottawa (OK), County of, Oklahoma
 3295. Owasso (OK), City of, Oklahoma
 3296. Pawnee (OK), County of, Oklahoma
 3297. Payne (OK), County of, Oklahoma
 3298. Pittsburg (OK), County of, Oklahoma
 3299. Ponca City (OK), City of, Oklahoma
 3300. Pottawatomie (OK), County of, Oklahoma
 3301. Roger Mills (OK), County of, Oklahoma
 3302. Rogers (OK), County of, Oklahoma
 3303. Seminole (OK), City of, Oklahoma
 3304. Seminole (OK), County of, Oklahoma
 3305. Shawnee (OK), City of, Oklahoma
 3306. Stephens (OK), County of, Oklahoma
 3307. Stillwater (OK), City of, Oklahoma
 3308. Texas (OK), County of, Oklahoma
 3309. Tillman (OK), County of, Oklahoma
 3310. Tulsa (OK), City of, Oklahoma
 3311. Tulsa (OK), County of, Oklahoma
 3312. Washington (OK), County of, Oklahoma
 3313. Woods (OK), County of, Oklahoma
 3314. Woodward (OK), County of, Oklahoma
 3315. Yuton (OK), City of, Oklahoma
 3316. Clackamas (OR), County of, Oregon
 3317. Clatsop (OR), County of, Oregon
 3318. Columbia (OR), County of, Oregon

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3319. Coos (OR), County of, Oregon
 3320. Curry (OR), County of, Oregon
 3321. Jackson (OR), County of, Oregon
 3322. Josephine (OR), County of, Oregon
 3323. Lane (OR), County of, Oregon
 3324. Multnomah (OR), County of, Oregon
 3325. Portland (OR), City of, Oregon
 3326. Washington (OR), County of, Oregon
 3327. Yamhill (OR), County of, Oregon
 3328. Adams (PA), County of, Pennsylvania
 3329. Allegheny (PA), City of, Pennsylvania
 3330. Allegheny (PA), County of, Pennsylvania
 3331. Armstrong (PA), County of, Pennsylvania
 3332. Beaver (PA), County of, Pennsylvania
 3333. Bedford (PA), County of, Pennsylvania
 3334. Bensalem (PA), Township of, Pennsylvania
 3335. Berks (PA), County of (DA), Pennsylvania
 3336. Bradford (PA), County of, Pennsylvania
 3337. Bristol (PA), Township of, Pennsylvania
 3338. Bucks (PA), County of, Pennsylvania
 3339. Cambria (PA), County of, Pennsylvania
 3340. Carbon (PA), County of, Pennsylvania
 3341. Chester (PA), County of, Pennsylvania
 3342. Clarion (PA), County of, Pennsylvania
 3343. Clearfield (PA), County of, Pennsylvania
 3344. Clinton (PA), County of, Pennsylvania
 3345. Coatesville (PA), City of, Pennsylvania
 3346. Columbia (PA), County of, Pennsylvania
 3347. Cumberland (PA), County of, Pennsylvania
 3348. Dauphin (PA), County of, Pennsylvania
 3349. Delaware (PA), County of, Pennsylvania
 3350. Edwardsville (PA), Borough of, Pennsylvania
 3351. Erie (PA), County of, Pennsylvania
 3352. Exeter (PA), Borough of, Pennsylvania
 3353. Fairview (PA), Township of, Pennsylvania
 3354. Fayette (PA), County of, Pennsylvania
 3355. Forty Fort (PA), Borough of, Pennsylvania
 3356. Franklin (PA), County of, Pennsylvania
 3357. Greene (PA), County of, Pennsylvania

3358. Hanover (PA), Township of, Pennsylvania
 3359. Hazleton (PA), City of, Pennsylvania
 3360. Huntingdon (PA), County of, Pennsylvania
 3361. Indiana (PA), County of, Pennsylvania
 3362. Kingston (PA), Borough of, Pennsylvania
 3363. Lackawanna (PA), County of, Pennsylvania
 3364. Lawrence (PA), County of, Pennsylvania
 3365. Lehigh (PA), County of (DA), Pennsylvania
 3366. Lock Haven (PA), City of, Pennsylvania
 3367. Lower Merion (PA), Township of, Pennsylvania
 3368. Lower Southampton (PA), Township of, Pennsylvania
 3369. Luzerne (PA), County of, Pennsylvania
 3370. Lycoming (PA), County of, Pennsylvania
 3371. Mahoning (PA), Township of, Pennsylvania
 3372. Mercer (PA), County of, Pennsylvania
 3373. Middletown (PA), Township of, Pennsylvania
 3374. Monroe (PA), County of, Pennsylvania
 3375. Morrisville (PA), Borough of, Pennsylvania
 3376. Nanticoke (PA), City of, Pennsylvania
 3377. New Castle (PA), City of, Pennsylvania
 3378. Newton (PA), Township of, Pennsylvania
 3379. Norristown (PA), Municipality of, Pennsylvania
 3380. Northampton (PA), County of, Pennsylvania
 3381. Northumberland (PA), County of, Pennsylvania
 3382. Philadelphia (PA), City of, Pennsylvania
 3383. Pike (PA), County of, Pennsylvania
 3384. Pittsburgh (PA), City of, Pennsylvania
 3385. Plains (PA), Township of, Pennsylvania
 3386. Schuylkill (PA), County of, Pennsylvania
 3387. Sugar Notch (PA), Borough of, Pennsylvania
 3388. Tioga (PA), County of, Pennsylvania

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3389. Union (PA), Township of, Pennsylvania
 3390. Wampum (PA), Borough of, Pennsylvania
 3391. Warminster (PA), Township of, Pennsylvania
 3392. Warrington (PA), Township of, Pennsylvania
 3393. Washington (PA), County of, Pennsylvania
 3394. West Norriton (PA), Township of, Pennsylvania
 3395. West Pittston (PA), Borough of, Pennsylvania
 3396. Westmoreland (PA), County of, Pennsylvania
 3397. Wilkes-Barre (PA), Township of, Pennsylvania
 3398. Wilkes-Barre (PA), City of, Pennsylvania
 3399. Wright (PA), Township of, Pennsylvania
 3400. Wyoming (PA), Borough of, Pennsylvania
 3401. Wyoming (PA), County of, Pennsylvania
 3402. York (PA), County of, Pennsylvania
 3403. Adjuntas (PR), Municipality of, Puerto Rico
 3404. Arroyo (PR), Municipality of, Puerto Rico
 3405. Barceloneta (PR), Municipality of, Puerto Rico
 3406. Bayamon (PR), Municipality of, Puerto Rico
 3407. Caguas (PR), Municipality of, Puerto Rico
 3408. Canóvanas (PR), Municipality of, Puerto Rico
 3409. Catano (PR), Municipality of, Puerto Rico
 3410. Cayey (PR), Municipality of, Puerto Rico
 3411. Ceiba (PR), Municipality of, Puerto Rico
 3412. Cidra (PR), Municipality of, Puerto Rico
 3413. Coamo (PR), Municipality of, Puerto Rico
 3414. Guayama (PR), Municipality of, Puerto Rico
 3415. Isla De Vieques (PR), Municipality of, Puerto Rico

3416. Juncos (PR), Municipality of, Puerto Rico
 3417. Loiza (PR), Municipality of, Puerto Rico
 3418. Rio Grande (PR), Municipality of, Puerto Rico
 3419. Sabana Grande (PR), Municipality of, Puerto Rico
 3420. San Juan (PR), Municipality of, Puerto Rico
 3421. Vega Alta (PR), Municipality of, Puerto Rico
 3422. Villalba (PR), Municipality of, Puerto Rico
 3423. Yabucoa (PR), Municipality of, Puerto Rico
 3424. Barrington (RI), Town of, Rhode Island
 3425. Bristol (RI), Town of, Rhode Island
 3426. Burrillville (RI), Town of, Rhode Island
 3427. Central Falls (RI), City of, Rhode Island
 3428. Charlestown (RI), Town of, Rhode Island
 3429. Coventry (RI), Town of, Rhode Island
 3430. Cranston (RI), City of, Rhode Island
 3431. Cumberland (RI), Town of, Rhode Island
 3432. East Greenwich (RI), Town of, Rhode Island
 3433. East Providence (RI), City of, Rhode Island
 3434. Foster (RI), Town of, Rhode Island
 3435. Glocester (RI), Town of, Rhode Island
 3436. Hopkinton (RI), Town of, Rhode Island
 3437. Jamestown (RI), Town of, Rhode Island
 3438. Johnston (RI), Town of, Rhode Island
 3439. Middletown (RI), Town of, Rhode Island
 3440. Narragansett (RI), Town of, Rhode Island
 3441. Newport (RI), City of, Rhode Island
 3442. North Kingstown (RI), Town of, Rhode Island
 3443. North Providence (RI), Town of, Rhode Island
 3444. Pawtucket (RI), City of, Rhode Island
 3445. Portsmouth (RI), Town of, Rhode Island
 3446. Providence (RI), City of, Rhode Island
 3447. Richmond (RI), Town of, Rhode Island
 3448. Scituate (RI), Town of, Rhode Island
 3449. Smithfield (RI), Town of, Rhode Island

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3450. South Kingstown (RI), Town of, Rhode Island
 3451. Warren (RI), Town of, Rhode Island
 3452. Warwick (RI), City of, Rhode Island
 3453. West Greenwich (RI), Town of, Rhode Island
 3454. West Warwick (RI), Town of, Rhode Island
 3455. Westerly (RI), Town of, Rhode Island
 3456. Woonsocket (RI), City of, Rhode Island
 3457. Abbeville (SC), County of, South Carolina
 3458. Aiken (SC), County of, South Carolina
 3459. Allendale (SC), County of, South Carolina
 3460. Anderson (SC), County of, South Carolina
 3461. Bamberg (SC), County of, South Carolina
 3462. Barnwell (SC), County of, South Carolina
 3463. Beaufort (SC), County of, South Carolina
 3464. Berkeley (SC), County of, South Carolina
 3465. Calhoun (SC), County of, South Carolina
 3466. Charleston (SC), City of, South Carolina
 3467. Charleston (SC), County of, South Carolina
 3468. Cherokee (SC), County of, South Carolina
 3469. Chester (SC), City of, South Carolina
 3470. Chester (SC), County of, South Carolina
 3471. Chesterfield (SC), County of, South Carolina
 3472. Clarendon (SC), County of, South Carolina
 3473. Colleton (SC), County of, South Carolina
 3474. Columbia (SC), City of, South Carolina
 3475. Dillon (SC), County of, South Carolina
 3476. Dorchester (SC), County of, South Carolina
 3477. Edgefield (SC), County of, South Carolina
 3478. Fairfield (SC), County of, South Carolina
 3479. Florence (SC), County of, South Carolina

3480. Georgetown (SC), County of, South Carolina
 3481. Georgetown City (SC), City of, South Carolina
 3482. Greenville (SC), County of, South Carolina
 3483. Greenwood (SC), County of, South Carolina
 3484. Hampton (SC), County of, South Carolina
 3485. Horry (SC), County of, South Carolina
 3486. Jasper (SC), County of, South Carolina
 3487. Kershaw (SC), County of, South Carolina
 3488. Kershaw County Hospital Board (SC), South Carolina
 3489. Lancaster (SC), County of, South Carolina
 3490. Laurens (SC), County of, South Carolina
 3491. Lee (SC), County of, South Carolina
 3492. Lexington (SC), County of, South Carolina
 3493. Marion (SC), County of, South Carolina
 3494. Marlboro (SC), County of, South Carolina
 3495. McCormick (SC), County of, South Carolina
 3496. Mount Pleasant (SC), Town of, South Carolina
 3497. Myrtle Beach (SC), City of, South Carolina
 3498. Newberry (SC), County of, South Carolina
 3499. North Charleston (SC), City of, South Carolina
 3500. Oconee (SC), County of, South Carolina
 3501. Orangeburg (SC), City of, South Carolina
 3502. Orangeburg (SC), County of, South Carolina
 3503. Pickens (SC), County of, South Carolina
 3504. Richland (SC), County of, South Carolina
 3505. Saluda (SC), County of, South Carolina
 3506. Spartanburg (SC), County of, South Carolina
 3507. Summerville (SC), Town of, South Carolina

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3508. Sumter (SC), County of, South Carolina
 3509. Union (SC), County of, South Carolina
 3510. Williamsburg (SC), County of, South Carolina
 3511. York (SC), County of, South Carolina
 3512. Pennington (SD), County of, South Dakota
 3513. Arlington (TN), Town of, Tennessee
 3514. Blount (TN), County of, Tennessee
 3515. Campbell (TN), County of, Tennessee
 3516. Cannon (TN), County of, Tennessee
 3517. Centerville (TN), Town of, Tennessee
 3518. Claiborne (TN), County of, Tennessee
 3519. Clarksville (TN), City of, Tennessee
 3520. Crockett (TN), County of, Tennessee
 3521. Dandridge (TN), Town of, Tennessee
 3522. Decatur (TN), County of, Tennessee
 3523. Decatur (TN), Town of, Tennessee
 3524. Fentress (TN), County of, Tennessee
 3525. Gatlinburg (TN), City of, Tennessee
 3526. Germantown (TN), City of, Tennessee
 3527. Greene (TN), County of, Tennessee
 3528. Hamilton (TN), County of, Tennessee
 3529. Hancock (TN), County of, Tennessee
 3530. Hawkins (TN), County of, Tennessee
 3531. Haywood (TN), County of, Tennessee
 3532. Henderson (TN), County of, Tennessee
 3533. Jefferson (TN), County of, Tennessee
 3534. Johnson (TN), County of, Tennessee
 3535. Lauderdale (TN), County of, Tennessee
 3536. Lexington (TN), City of, Tennessee
 3537. Madison (TN), County of, Tennessee
 3538. Maryville (TN), City of, Tennessee
 3539. Memphis (TN), City of, Tennessee
 3540. Millington (TN), City of, Tennessee
 3541. Montgomery (TN), County of, Tennessee
 3542. Morgan (TN), County of, Tennessee
 3543. Nashville & Davidson (TN), City of, Tennessee
 3544. Obion (TN), County of, Tennessee
 3545. Overton (TN), County of, Tennessee
 3546. Pickett (TN), County of, Tennessee
 3547. Pigeon Forge (TN), City of, Tennessee
 3548. Ripley (TN), City of, Tennessee
 3549. Rutherford (TN), County of, Tennessee
 3550. Scott (TN), County of, Tennessee

3551. Shelby (TN), County of, Tennessee
 3552. Smith (TN), County of, Tennessee
 3553. Sumner (TN), County of, Tennessee
 3554. Washington (TN), County of, Tennessee
 3555. Williamson (TN), County of, Tennessee
 3556. Angelina (TX), County of, Texas
 3557. Bailey (TX), County of, Texas
 3558. Bastrop (TX), County of, Texas
 3559. Bee (TX), County of, Texas
 3560. Bexar (TX), County of, Texas
 3561. Bexar County Hospital District (TX), Texas
 3562. Blanco (TX), County of, Texas
 3563. Bowie (TX), County of, Texas
 3564. Brazos (TX), County of, Texas
 3565. Brooks (TX), County of, Texas
 3566. Burleson (TX), County of, Texas
 3567. Burnet (TX), County of, Texas
 3568. Caldwell (TX), County of, Texas
 3569. Calhoun (TX), County of, Texas
 3570. Cameron (TX), County of, Texas
 3571. Camp (TX), County of, Texas
 3572. Cass (TX), County of, Texas
 3573. Castro (TX), County of, Texas
 3574. Cherokee (TX), County of, Texas
 3575. Childress (TX), County of, Texas
 3576. Clay (TX), County of, Texas
 3577. Colorado (TX), County of, Texas
 3578. Cooke (TX), County of, Texas
 3579. Coryell (TX), County of, Texas
 3580. Dallas (TX), County of, Texas
 3581. Dallas County Hospital District (TX), Texas
 3582. Delta (TX), County of, Texas
 3583. Dimmit (TX), County of, Texas
 3584. Duval (TX), County of, Texas
 3585. Eagle Pass (TX), City of, Texas
 3586. Ector (TX), County of, Texas
 3587. El Paso (TX), County of, Texas
 3588. Ellis (TX), County of, Texas
 3589. Falls (TX), County of, Texas
 3590. Fannin (TX), County of, Texas
 3591. Fort Bend (TX), County of, Texas
 3592. Franklin (TX), County of, Texas
 3593. Freestone (TX), County of, Texas
 3594. Galveston (TX), County of, Texas
 3595. Grayson (TX), County of, Texas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3596. Guadalupe (TX), County of, Texas
 3597. Guadalupe Valley Hospital (TX), Texas
 3598. Hardin (TX), County of, Texas
 3599. Harris (TX), County of, Texas
 3600. Harris County Hospital District (TX), Texas
 3601. Harrison (TX), County of, Texas
 3602. Haskell (TX), County of, Texas
 3603. Hays (TX), County of, Texas
 3604. Henderson (TX), County of, Texas
 3605. Hidalgo (TX), County of, Texas
 3606. Hopkins (TX), County of, Texas
 3607. Houston (TX), City of, Texas
 3608. Houston (TX), County of, Texas
 3609. Irving Independent School District (TX), Texas
 3610. Jasper (TX), County of, Texas
 3611. Jefferson (TX), County of, Texas
 3612. Jim Hogg (TX), County of, Texas
 3613. Jim Wells (TX), County of, Texas
 3614. Johnson (TX), County of, Texas
 3615. Jones (TX), County of, Texas
 3616. Kaufman (TX), County of, Texas
 3617. Kendall (TX), County of, Texas
 3618. Kerr (TX), County of, Texas
 3619. Kinney (TX), County of, Texas
 3620. Kleberg (TX), County of, Texas
 3621. Lamar (TX), County of, Texas
 3622. Laredo (TX), City of, Texas
 3623. LaSalle (TX), County of, Texas
 3624. Leon (TX), County of, Texas
 3625. Leon Valley (TX), City of, Texas
 3626. Liberty (TX), County of, Texas
 3627. Limestone (TX), County of, Texas
 3628. Lubbock (TX), County of, Texas
 3629. Madison (TX), County of, Texas
 3630. Marion (TX), County of, Texas
 3631. Maverick (TX), County of, Texas
 3632. McLennan (TX), County of, Texas
 3633. McMullen (TX), County of, Texas
 3634. Milam (TX), County of, Texas
 3635. Mitchell (TX), County of, Texas
 3636. Montgomery (TX), County of, Texas
 3637. Morris (TX), County of, Texas
 3638. Nacogdoches (TX), County of, Texas
 3639. Newton (TX), County of, Texas
 3640. Nolan (TX), County of, Texas

3641. Nueces (TX), County of, Texas
 3642. Nueces County Hospital District (TX), Texas
 3643. Ochiltree County Hospital District (TX), Texas
 3644. Orange (TX), County of, Texas
 3645. Palo Pinto County Hospital District (TX), Texas
 3646. Panola (TX), County of, Texas
 3647. Parker (TX), County of, Texas
 3648. Polk (TX), County of, Texas
 3649. Potter (TX), County of, Texas
 3650. Red River (TX), County of, Texas
 3651. Roberts (TX), County of, Texas
 3652. Robertson (TX), County of, Texas
 3653. Rockwall (TX), County of, Texas
 3654. Rusk (TX), County of, Texas
 3655. San Antonio (TX), City of, Texas
 3656. San Patricio (TX), County of, Texas
 3657. San Saba (TX), County of, Texas
 3658. Shackelford (TX), County of, Texas
 3659. Shelby (TX), County of, Texas
 3660. Smith (TX), County of, Texas
 3661. Socorro Independent School District (TX), Texas
 3662. Stephens (TX), County of, Texas
 3663. Tarrant (TX), County of, Texas
 3664. Tarrant County Hospital District (TX), Texas
 3665. Terrell (TX), County of, Texas
 3666. Texarkana Independent School District (TX), Texas
 3667. Throckmorton (TX), County of, Texas
 3668. Titus (TX), County of, Texas
 3669. Travis (TX), County of, Texas
 3670. Trinity (TX), County of, Texas
 3671. Upshur (TX), County of, Texas
 3672. Uvalde (TX), County of, Texas
 3673. Van Zandt (TX), County of, Texas
 3674. Walker (TX), County of, Texas
 3675. Waller (TX), County of, Texas
 3676. Webb (TX), County of, Texas
 3677. West Wharton County Hospital District (TX), Texas
 3678. Wichita (TX), County of, Texas
 3679. Williamson (TX), County of, Texas
 3680. Wilson (TX), County of, Texas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3681. Wilson County Memorial Hospital District (TX), Texas
 3682. Wood (TX), County of, Texas
 3683. Zavala (TX), County of, Texas
 3684. Beaver (UT), County of, Utah
 3685. Cache (UT), County of, Utah
 3686. Carbon (UT), County of, Utah
 3687. Daggett (UT), County of, Utah
 3688. Davis (UT), County of, Utah
 3689. Duchesne (UT), County of, Utah
 3690. Emery (UT), County of, Utah
 3691. Garfield (UT), County of, Utah
 3692. Grand (UT), County of, Utah
 3693. Iron (UT), County of, Utah
 3694. Juab (UT), County of, Utah
 3695. Kane (UT), County of, Utah
 3696. Millard (UT), County of, Utah
 3697. Piute (UT), County of, Utah
 3698. Rich (UT), County of, Utah
 3699. Salt Lake (UT), County of, Utah
 3700. San Juan (UT), County of, Utah
 3701. Sanpete (UT), County of, Utah
 3702. Sevier (UT), County of, Utah
 3703. Summit (UT), County of, Utah
 3704. Tooele (UT), County of, Utah
 3705. Tri-County Health Department (UT), Utah
 3706. Uintah (UT), County of, Utah
 3707. Utah (UT), County of, Utah
 3708. Wasatch (UT), County of, Utah
 3709. Washington (UT), County of, Utah
 3710. Wayne (UT), County of, Utah
 3711. Weber (UT), County of, Utah
 3712. Bennington (VT), Town of, Vermont
 3713. Brattleboro (VT), Town of, Vermont
 3714. Sharon (VT), Town of, Vermont
 3715. St. Albans (VT), City of, Vermont
 3716. Accomack (VA), County of, Virginia
 3717. Alexandria (VA), City of, Virginia
 3718. Allegheny (VA), County of, Virginia
 3719. Amherst (VA), County of, Virginia
 3720. Arlington (VA), County of, Virginia
 3721. Bland (VA), County of, Virginia
 3722. Botetourt (VA), County of, Virginia
 3723. Bristol (VA), City of, Virginia
 3724. Buchanan (VA), County of, Virginia
 3725. Buena Vista (VA), City of, Virginia

3726. Carroll (VA), County of, Virginia
 3727. Charlotte (VA), County of, Virginia
 3728. Chesapeake (VA), City of, Virginia
 3729. Chesterfield (VA), County of, Virginia
 3730. Covington (VA), City of, Virginia
 3731. Culpeper (VA), County of, Virginia
 3732. Cumberland (VA), County of, Virginia
 3733. Danville (VA), City of, Virginia
 3734. Dickenson (VA), County of, Virginia
 3735. Dinwiddie (VA), County of, Virginia
 3736. Emporia (VA), City of, Virginia
 3737. Fairfax (VA), City of, Virginia
 3738. Fairfax (VA), County of, Virginia
 3739. Fauquier (VA), County of, Virginia
 3740. Floyd (VA), County of, Virginia
 3741. Franklin (VA), County of, Virginia
 3742. Frederick (VA), County of, Virginia
 3743. Fredericksburg (VA), City of, Virginia
 3744. Galax (VA), City of, Virginia
 3745. Giles (VA), County of, Virginia
 3746. Goochland (VA), County of, Virginia
 3747. Grayson (VA), County of, Virginia
 3748. Greensville (VA), County of, Virginia
 3749. Halifax (VA), County of, Virginia
 3750. Henrico (VA), County of, Virginia
 3751. Henry (VA), County of, Virginia
 3752. Hopewell (VA), City of, Virginia
 3753. Isle of Wight (VA), County of, Virginia
 3754. King and Queen (VA), County of, Virginia
 3755. Lee (VA), County of, Virginia
 3756. Lexington (VA), City of, Virginia
 3757. Loudoun (VA), County of, Virginia
 3758. Louisa (VA), County of, Virginia
 3759. Madison (VA), County of, Virginia
 3760. Martinsville (VA), City of, Virginia
 3761. Mecklenburg (VA), County of, Virginia
 3762. Montgomery (VA), County of, Virginia
 3763. Norfolk (VA), City of, Virginia
 3764. Northampton (VA), County of, Virginia
 3765. Northumberland (VA), County of, Virginia
 3766. Norton (VA), City of, Virginia
 3767. Page (VA), County of, Virginia
 3768. Patrick (VA), County of, Virginia
 3769. Pittsylvania (VA), County of, Virginia
 3770. Portsmouth (VA), City of, Virginia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3771. Prince George (VA), County of, Virginia
 3772. Prince William (VA), County of, Virginia
 3773. Pulaski (VA), County of, Virginia
 3774. Radford (VA), City of, Virginia
 3775. Richlands (VA), Town of, Virginia
 3776. Richmond (VA), City of, Virginia
 3777. Richmond (VA), County of, Virginia
 3778. Roanoke (VA), City of, Virginia
 3779. Roanoke (VA), County of, Virginia
 3780. Rockbridge (VA), County of, Virginia
 3781. Russell (VA), County of, Virginia
 3782. Salem (VA), City of, Virginia
 3783. Scott (VA), County of, Virginia
 3784. Shenandoah (VA), County of, Virginia
 3785. Smyth (VA), County of, Virginia
 3786. Stafford (VA), County of, Virginia
 3787. Tazewell (VA), County of, Virginia
 3788. Virginia Beach (VA), City of (Sheriff), Virginia
 3789. Virginia Beach (VA), City of, Virginia
 3790. Warren (VA), County of, Virginia
 3791. Washington (VA), County of, Virginia
 3792. Waynesboro (VA), City of, Virginia
 3793. Westmoreland (VA), County of, Virginia
 3794. Winchester (VA), City of, Virginia
 3795. Wise (VA), County of, Virginia
 3796. Wythe (VA), County of, Virginia
 3797. Anacortes (WA), City of, Washington
 3798. Bainbridge Island (WA), City of, Washington
 3799. Burlington (WA), City of, Washington
 3800. Chelan (WA), County of, Washington
 3801. Clallam (WA), County of, Washington
 3802. Clark (WA), County of, Washington
 3803. Everett (WA), City of, Washington
 3804. Franklin (WA), County of, Washington
 3805. Island (WA), County of, Washington
 3806. Jefferson (WA), County of, Washington
 3807. Kent (WA), City of, Washington
 3808. King (WA), County of, Washington
 3809. Kirkland (WA), City of, Washington
 3810. Kitsap (WA), County of, Washington
 3811. Kittitas (WA), County of, Washington
 3812. La Conner School District (WA), Washington
 3813. Lakewood (WA), City of, Washington

3814. Lewis (WA), County of, Washington
 3815. Lincoln (WA), County of, Washington
 3816. Mount Vernon (WA), City of, Washington
 3817. Mount Vernon School District (WA), Washington
 3818. Olympia (WA), City of, Washington
 3819. Pierce (WA), County of, Washington
 3820. San Juan (WA), County of, Washington
 3821. Seattle (WA), City of, Washington
 3822. Sedro-Woolley (WA), City of, Washington
 3823. Sedro-Woolley School District (WA), Washington
 3824. Skagit (WA), County of, Washington
 3825. Snohomish (WA), County of, Washington
 3826. Spokane (WA), City of, Washington
 3827. Spokane (WA), County of, Washington
 3828. Tacoma (WA), City of, Washington
 3829. Thurston (WA), County of, Washington
 3830. Vancouver (WA), City of, Washington
 3831. Walla Walla (WA), County of, Washington
 3832. Whatcom (WA), County of, Washington
 3833. Whitman (WA), County of, Washington
 3834. Addison (a/k/a) Webster Springs (WV), Town of, West Virginia
 3835. Barbour (WV), County of, West Virginia
 3836. Barboursville (WV), Village of, West Virginia
 3837. Beckley (WV), City of, West Virginia
 3838. Belington (WV), City of, West Virginia
 3839. Belle (WV), Town of, West Virginia
 3840. Berkeley (WV), County of, West Virginia
 3841. Bluefield (WV), City of, West Virginia
 3842. Board of Education of Mason County Public Schools (WV), West Virginia
 3843. Boone (WV), County of, West Virginia
 3844. Braxton (WV), County of, West Virginia
 3845. Brooke (WV), County of, West Virginia
 3846. Buckhannon (WV), City of, West Virginia
 3847. Cabell (WV), County of, West Virginia
 3848. Calhoun (WV), County of, West Virginia
 3849. Ceredo (WV), Town of, West Virginia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3850. Charles Town (WV), City of, West Virginia
 3851. Chesapeake (WV), Town of, West Virginia
 3852. Clarksburg (WV), City of, West Virginia
 3853. Clay (WV), County of, West Virginia
 3854. Clendenin (WV), Town of, West Virginia
 3855. Delbarton (WV), Town of, West Virginia
 3856. Doddridge (WV), County of, West Virginia
 3857. Dunbar (WV), City of, West Virginia
 3858. Eleanor (WV), Town of, West Virginia
 3859. Elizabeth (WV), Town of, West Virginia
 3860. Fairmont (WV), City of, West Virginia
 3861. Fayette (WV), County of, West Virginia
 3862. Fort Gay (WV), Town of, West Virginia
 3863. Gauley Bridge (WV), Town of, West Virginia
 3864. Gilmer (WV), County of, West Virginia
 3865. Glenville (WV), Town of, West Virginia
 3866. Grafton (WV), City of, West Virginia
 3867. Grant (WV), County of, West Virginia
 3868. Granville (WV), Town of, West Virginia
 3869. Greenbrier (WV), County of, West Virginia
 3870. Hamlin (WV), Town of, West Virginia
 3871. Hancock (WV), County of, West Virginia
 3872. Hardy (WV), County of, West Virginia
 3873. Harrison (WV), County of, West Virginia
 3874. Harrisville (WV), Town of, West Virginia
 3875. Huntington (WV), City of, West Virginia
 3876. Hurricane (WV), City of, West Virginia
 3877. Jackson (WV), County of, West Virginia
 3878. Jefferson (WV), County of, West Virginia
 3879. Junior (WV), Town of, West Virginia
 3880. Kanawha (WV), County of, West Virginia
 3881. Kenova (WV), City of, West Virginia
 3882. Lewis (WV), County of, West Virginia
 3883. Logan (WV), City of, West Virginia
 3884. Logan (WV), County of, West Virginia
 3885. Madison (WV), Town of, West Virginia

3886. Man (WV), Town of, West Virginia
 3887. Marion (WV), County of, West Virginia
 3888. Marshall (WV), County of, West Virginia
 3889. Mason (WV), County of, West Virginia
 3890. Matewan (WV), Town of, West Virginia
 3891. McDowell (WV), County of, West Virginia
 3892. Milton (WV), City of, West Virginia
 3893. Mineral (WV), County of, West Virginia
 3894. Mingo (WV), County of, West Virginia
 3895. Monongalia (WV), County of, West Virginia
 3896. Monroe (WV), County of, West Virginia
 3897. Montgomery (WV), City of, West Virginia
 3898. Morgan (WV), County of, West Virginia
 3899. Moundsville (WV), City of, West Virginia
 3900. Mullens (WV), City of, West Virginia
 3901. Nicholas (WV), County of, West Virginia
 3902. Nitro (WV), City of, West Virginia
 3903. Oceana (WV), Town of, West Virginia
 3904. Ohio (WV), County of, West Virginia
 3905. Parkersburg (WV), City of, West Virginia
 3906. Pendleton (WV), County of, West Virginia
 3907. Philippi (WV), City of, West Virginia
 3908. Pleasants (WV), County of, West Virginia
 3909. Pocahontas (WV), County of, West Virginia
 3910. Point Pleasant (WV), City of, West Virginia
 3911. Preston (WV), County of, West Virginia
 3912. Princeton (WV), City of, West Virginia
 3913. Putnam (WV), County of, West Virginia
 3914. Quinwood (WV), Town of, West Virginia
 3915. Rainelle (WV), Town of, West Virginia
 3916. Randolph (WV), County of, West Virginia
 3917. Ravenswood (WV), Town of, West Virginia
 3918. Richwood (WV), City of, West Virginia
 3919. Ripley (WV), City of, West Virginia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3920. Ritchie (WV), County of, West Virginia
 3921. Roane (WV), County of, West Virginia
 3922. Romney (WV), Town of, West Virginia
 3923. Rupert (WV), Town of, West Virginia
 3924. Saint Albans (WV), City of, West Virginia
 3925. Smithers (WV), City of, West Virginia
 3926. Sophia (WV), Town of, West Virginia
 3927. South Charleston (WV), City of, West Virginia
 3928. Spencer (WV), City of, West Virginia
 3929. St. Marys (WV), City of, West Virginia
 3930. Star City (WV), Town of, West Virginia
 3931. Summers (WV), County of, West Virginia
 3932. Summersville (WV), City of, West Virginia
 3933. Sutton (WV), Town of, West Virginia
 3934. Taylor (WV), County of, West Virginia
 3935. Tucker (WV), County of, West Virginia
 3936. Tyler (WV), County of, West Virginia
 3937. Upshur (WV), County of, West Virginia
 3938. Vienna (WV), City of, West Virginia
 3939. Wayne (WV), County of, West Virginia
 3940. Webster (WV), County of, West Virginia
 3941. Weirton (WV), City of, West Virginia
 3942. West Hamlin (WV), Town of, West Virginia
 3943. Wetzel (WV), County of, West Virginia
 3944. White Sulphur Springs (WV), City of, West Virginia
 3945. Whitesville (WV), Town of, West Virginia
 3946. Williamstown (WV), City of, West Virginia
 3947. Winfield (WV), City of, West Virginia
 3948. Wirt (WV), County of, West Virginia
 3949. Wood (WV), County of, West Virginia
 3950. Adams (WI), County of, Wisconsin
 3951. Ashland (WI), County of, Wisconsin
 3952. Barron (WI), County of, Wisconsin
 3953. Bayfield (WI), County of, Wisconsin
 3954. Brown (WI), County of, Wisconsin
 3955. Buffalo (WI), County of, Wisconsin
 3956. Burnett (WI), County of, Wisconsin
 3957. Calumet (WI), County of, Wisconsin
 3958. Chippewa (WI), County of, Wisconsin

3959. Clark (WI), County of, Wisconsin
 3960. Columbia (WI), County of, Wisconsin
 3961. Crawford (WI), County of, Wisconsin
 3962. Cudahy (WI), City of, Wisconsin
 3963. Dane (WI), County of, Wisconsin
 3964. Dodge (WI), County of, Wisconsin
 3965. Door (WI), County of, Wisconsin
 3966. Douglas (WI), County of, Wisconsin
 3967. Dunn (WI), County of, Wisconsin
 3968. Eau Claire (WI), County of, Wisconsin
 3969. Florence (WI), County of, Wisconsin
 3970. Fond du Lac (WI), County of, Wisconsin
 3971. Forest (WI), County of, Wisconsin
 3972. Franklin (WI), City of, Wisconsin
 3973. Grant (WI), County of, Wisconsin
 3974. Green (WI), County of, Wisconsin
 3975. Green Lake (WI), County of, Wisconsin
 3976. Greenfield (WI), City of, Wisconsin
 3977. Iowa (WI), County of, Wisconsin
 3978. Iron (WI), County of, Wisconsin
 3979. Jackson (WI), County of, Wisconsin
 3980. Janesville (WI), City of, Wisconsin
 3981. Jefferson (WI), County of, Wisconsin
 3982. Juneau (WI), County of, Wisconsin
 3983. Kenosha (WI), City of, Wisconsin
 3984. Kenosha (WI), County of, Wisconsin
 3985. Kewaunee (WI), County of, Wisconsin
 3986. La Crosse (WI), County of, Wisconsin
 3987. Lafayette (WI), County of, Wisconsin
 3988. Langlade (WI), County of, Wisconsin
 3989. Lincoln (WI), County of, Wisconsin
 3990. Manitowoc (WI), County of, Wisconsin
 3991. Marathon (WI), County of, Wisconsin
 3992. Marinette (WI), City of, Wisconsin
 3993. Marinette (WI), County of, Wisconsin
 3994. Marquette (WI), County of, Wisconsin
 3995. Menominee (WI), County of, Wisconsin
 3996. Milwaukee (WI), City of, Wisconsin
 3997. Milwaukee (WI), County of, Wisconsin
 3998. Monroe (WI), County of, Wisconsin
 3999. Mount Pleasant (WI), Village of, Wisconsin
 4000. Oak Creek (WI), City of, Wisconsin
 4001. Oconto (WI), County of, Wisconsin
 4002. Oneida (WI), County of, Wisconsin
 4003. Outagamie (WI), County of, Wisconsin
 4004. Ozaukee (WI), County of, Wisconsin

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

4005. Pepin (WI), County of, Wisconsin
 4006. Pierce (WI), County of, Wisconsin
 4007. Pleasant Prairie (WI), Village of, Wisconsin
 4008. Portage (WI), County of, Wisconsin
 4009. Price (WI), County of, Wisconsin
 4010. Racine (WI), County of, Wisconsin
 4011. Richland (WI), County of, Wisconsin
 4012. Rock (WI), County of, Wisconsin
 4013. Rusk (WI), County of, Wisconsin
 4014. Sauk (WI), County of, Wisconsin
 4015. Sawyer (WI), County of, Wisconsin
 4016. Shawano (WI), County of, Wisconsin
 4017. Sheboygan (WI), County of, Wisconsin
 4018. South Milwaukee (WI), City of, Wisconsin
 4019. St. Croix (WI), County of, Wisconsin
 4020. Sturtevant (WI), Village of, Wisconsin
 4021. Superior (WI), City of, Wisconsin
 4022. Taylor (WI), County of, Wisconsin
 4023. Trempealeau (WI), County of, Wisconsin
 4024. Union Grove (WI), Village of, Wisconsin
 4025. Vernon (WI), County of, Wisconsin
 4026. Vilas (WI), County of, Wisconsin
 4027. Walworth (WI), County of, Wisconsin
 4028. Washburn (WI), County of, Wisconsin
 4029. Washington (WI), County of, Wisconsin
 4030. Waukesha (WI), County of, Wisconsin
 4031. Waupaca (WI), County of, Wisconsin
 4032. Waushara (WI), County of, Wisconsin
 4033. Wauwatosa (WI), City of, Wisconsin
 4034. West Allis (WI), City of, Wisconsin
 4035. Winnebago (WI), County of, Wisconsin
 4036. Wood (WI), County of, Wisconsin
 4037. Yorkville (WI), Village of, Wisconsin
 4038. Carbon (WY), County of, Wyoming
 4039. Casper (WY), City of, Wyoming
 4040. Cheyenne (WY), City of, Wyoming
 4041. Green River (WY), City of, Wyoming
 4042. Riverton (WY), City of, Wyoming
 4043. Rock Springs (WY), City of, Wyoming
 4044. Sweetwater (WY), County of, Wyoming

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.

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 to 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:

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.

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 (“PAART”);
 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-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.

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).

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

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 VLD.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VLD.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 VLD.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 VLD.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 VIII.L. 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

82

revised July 30, 2021

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.

83

revised July 30, 2021

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.

84

revised July 30, 2021

85

revised July 30, 2021

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 Releaser, 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 Releaser 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 Releaser, provides for a release to the fullest extent of its authority. As a Releaser, 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 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 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 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 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 1.66.

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:

- Any adjustments to attorneys' fees and costs will be addressed in the separate attorneys' fees and costs agreement.

- 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.
- 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.
- Accelerated payments for Incentive A would adjust figures for base and Incentive B & C payments.
- 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 parishes,³ 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 Product(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. "OUD" 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 OUD 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;

98

revised July 30, 2021

- 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.

100

revised July 30, 2021

- 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

99

revised July 30, 2021

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.

101

revised July 30, 2021

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

106

revised July 30, 2021

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.

108

revised July 30, 2021

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.

107

revised July 30, 2021

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. SpecRx 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.

109

revised July 30, 2021

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 III.1 and III.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,

114

revised July 30, 2021

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

116

revised July 30, 2021

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.L.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

115

revised July 30, 2021

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.

117

revised July 30, 2021

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
- represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court, and
 - meet the eligibility criteria of Section II.G.
 - 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:
- At Participation Tiers 1, 2 and 3, the Contingency Fee Fund payments shall be reduced as follows:
 - 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.

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
------------------	----------------

- 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.

- At Participation Tier 4, there shall be no reductions in the Contingency Fee Fund.
- 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.

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-consult 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.

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.

- 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.

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;

126

revised July 30, 2021

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.

127

revised July 30, 2021

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.

128

revised July 30, 2021

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.

129

revised July 30, 2021

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 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 Cost 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

- 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.
- 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.
- 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.
- 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
- State Outside Counsel Fee Fund Availability and Calculation of Amount.**
 - 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.

- 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.
- Payment by the Fee Fund Administrator.**
 - 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.
 - 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.
 - 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.
 - 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	\$14,310,227.43	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	\$	\$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