WALMART SETTLEMENT AGREEMENT

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WALMART SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of November 14, 2022 (the "*Agreement*"), sets forth the terms of settlement between and among the Settling States, Walmart, and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section II, this Agreement will be binding on all Settling States, Participating Subdivisions, and Walmart. This Agreement will then be submitted for entry as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section II.

WHEREAS, certain States and Subdivisions have filed or could file Actions in various forums against Walmart raising Claims or allegations concerning, related to, based upon, or in connection with the Alleged Harms and/or the Covered Conduct;

WHEREAS, Walmart (i) denies each and all of the Claims and allegations of wrongdoing made by the States and Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Walmart arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by any State or Subdivision related to the Covered Conduct and/or Alleged Harms and contends that the factual allegations made in the current Actions relating to Walmart are false and materially inaccurate; (iii) denies that any State, Subdivision, or resident thereof, was harmed by any conduct of Walmart; (iv) denies liability, denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that Walmart would be able to successfully defend against the Claims and allegations at trial, that the facts do not support the allegations, that Walmart engaged in no misconduct or unlawful activity, and that Walmart caused no harm to any State, Subdivisions, or resident thereof;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, objective data metrics reported in the federal ARCOS database demonstrate that on a national basis Walmart dispensed on average materially fewer and less potent opioids per store than other major chain pharmacies and many independent pharmacies nationwide, and Walmart's share of opioids distributed and dispensed nationwide was substantially lower than other major chain pharmacies;

WHEREAS, Walmart has implemented policies, procedures, and controls relating to the dispensing of prescription opioid medications and other controlled substances, including pharmacist training and empowerment programs, company-wide limitations on strength and duration of acute opioid prescriptions, and opioid data analytics, which Walmart uses to identify and investigate potentially problematic prescribing practices;

WHEREAS, the Parties have determined that it is preferable to resolve any claims the States and Subdivisions may have through a cooperative and mutually beneficial settlement that provides funding to remediate Alleged Harms;

WHEREAS, the Parties have each considered the costs, delays and uncertainty associated with the prosecution and defense of an action and the continued prosecution and defense of the Actions;

WHEREAS, the Parties believe the settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, the States have concluded that the terms of the settlement are fair, reasonable and adequate and in the best interest of the States and all Subdivisions and citizens and residents of the States;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein 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 or lack thereof;

WHEREAS no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof;

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to any court for any purpose other than Court approvals associated with this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the States, Participating Subdivisions, and Walmart, by and through their respective counsel, as follows:

I. Definitions

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

A. "*Remediation Accounts Fund*" means the component of the Settlement Fund described in Section V.E.

B. "*Actions*" means any lawsuit by a Settling State or Participating Subdivision asserting any Released Claim against one or more Released Entities.

C. "*Additional Remediation Amount*" means the amount available to the Settling States totaling up to $16,006,471.88.

D. "*Advisory Committee*" has the meaning set forth in Section V.E.2.d.

E. "*Agreement*" has the definition set forth in the preamble, including all exhibits.

F. "*Alleged Harms*" means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, including those expenditures 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 Walmart.

G. "*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 Section V.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

H. "*Appropriate Official*" has the meaning set forth in Section XII.F.3.

I. "*Base Payment*" has the meaning set forth in Section IV.D.

J. "*Bankruptcy Code*" means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*

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

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

M. "*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,

abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

N. "*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.

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

P. "*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 Threshold Subdivision Participation 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 distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, relating to, any Product; and any system, plan, policy or advocacy relating to any Product, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, nonreporting or non-disclosure to federal, state or other regulators of orders, or prescriptions; (d) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product; or (e) controls against diversion, corresponding responsibility, and suspicious order monitoring; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals.

Q. "*Deposit Date*" means fifteen (15) days after the Effective Date.

R. "*Designated State*" means New York.

S. "*Effective Date*" has the meaning set forth in Section II.C.

T. "*Eligible State*" means the states, commonwealths, and territories of the United States of America, as well as the District of Columbia and Puerto Rico, but excluding New Mexico, West Virginia, and any Separately Settling State. 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").

U. "*Enforcement Committee*" means a committee consisting of certain representatives of the Settling States and of the Participating Subdivisions selected and operating pursuant to the organizational bylaws set forth at Exhibit B. Notice pursuant to Section XII.Q shall be provided when there are changes in membership or contact information.

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

W. "*First Subdivision Participation Date*" has the meaning set forth in Section IV.C.3.a.

X. "*Global Settlement Remediation Amount*" means the remediation and abatement amount of up to $2,393,794,118.64.

Y. "*Global Settlement Amount*" means the sum of (a) the Remediation Payment, (b) the Additional Remediation Amount, and (c) any attorneys' fees and costs set forth in Exhibit R, Exhibit S and Exhibit T.

Z. "*Implementation Administrator*" means the vendor agreed to by Walmart and the Enforcement Committee and retained by Walmart to provide notice pursuant to Section VII.A and to manage the initial joinder period for Subdivisions, including the issuance and receipt of Subdivision Participation Forms.

AA. "*Incentive BC Subdivisions*" has the meaning set forth in Section IV.E.2.a.

BB. "*Incentive Payment A*" means the incentive payment described in Section IV.E.1.

CC. "*Incentive Payment BC*" means the incentive payment described in Section IV.E.2.

DD. "*Incentive Payment D*" means the incentive payment described in Section IV.E.3.

EE. "*Injunctive Relief Terms*" means the terms described in Section III and set forth in Exhibit P.

FF. "*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: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Threshold Subdivision Participation Date; or (2) adds a Released Claim against a Released Entity after the Threshold Subdivision Participation Date to a lawsuit brought before the Threshold Subdivision Participation Date that, prior to the Threshold Subdivision Participation Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Threshold Subdivision Participation Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Threshold Subdivision Participation Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that Settling State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Threshold Subdivision Participation Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Threshold Subdivision Participation Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

GG. "*Litigating Subdivisions*" means all Subdivisions that have brought any Released Claim against any Releasees as of the Threshold Subdivision Participation Date. Attached as Exhibit C is a list of the Litigating Subdivisions in each Eligible State and Separately Settling State. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Threshold Subdivision Participation Date.

HH. "*National Arbitration Panel*" means the panel comprised as described in Section VI.F.3.b.

II. "*National Disputes*" has the meaning set forth in Section VI.F.3.a.

JJ. "*Non-Litigating Subdivision*" means any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

KK. "*Non-Litigating Threshold Subdivision*" means (a) all general-purpose Subdivisions with a population equal to or greater than 30,000 that have not brought a Released Claim against any Releasee as of the Threshold Subdivision Participation Date and (b) all general-purpose Subdivisions with populations between 10,000 and 30,000 that have not brought Released Claim against any Releasee but have brought a claim related to opioid products, including any Claims related to the Covered Conduct and/or Alleged Harms, against McKesson, AmerisourceBergen, Cardinal Health, Janssen Pharmaceuticals, or any parents, subsidiaries, divisions, predecessors, successors, and assigns of McKesson, AmerisourceBergen, Cardinal Health, or Janssen Pharmaceuticals. Attached as Exhibit W is a list of the Non-Litigating Threshold Subdivisions in each Eligible State and Separately Settling State. Exhibit W will be updated (including with any corrections) periodically, and a final version of Exhibit W will be attached hereto as of the Threshold Subdivision Participation Date.

LL. "*Non-Participating Subdivision*" means any Subdivision that is not a Participating Subdivision.

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

NN. "*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.

OO. "*Non-Released Entity*" means an entity that is not a Released Entity.

PP. "*Non-Settling State*" means any Eligible State that is not a Settling State.

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

RR. "*Overall Allocation Percentage*" means a Settling State's percentage as set forth in Exhibit F.

SS. "*Participating Population Levels*" has the meaning set forth in Section II.B.1.

TT. "*Participating Subdivision*" means any Subdivision in a Settling State that joins the settlement and meets the requirements for becoming a Participating Subdivision under Section VII.B or Section VII.C, as applicable.

UU. "*Parties*" means Walmart and the Settling States (each, a "*Party*").

VV. "*Payment Year*" means the calendar year during which the applicable Payout Amount is made in accordance with Section IV.B. Payment Year 1 is 2023, Payment Year 2 is 2024 and so forth.

WW. "*Payout Amount*" means the total amount payable to the Settling States by the Settlement Fund Administrator for each Payment Year, as calculated by the Settlement Fund Administrator pursuant to Section IV.B. For the avoidance of doubt, this term does not include amounts paid pursuant to Section VIII and Section IX.

XX. *"Percentage of Incentive BC Subdivision Population*" has the meaning set forth in Section IV.E.2.a.

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

YY. "*Primary Fire District*" means a fire district that covers a population of 25,000, or 0.20% of an Eligible State's population if an Eligible State's population is greater than 18 million. If not easily calculable from state data sources and agreed to between the Eligible State and Walmart, 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. "Primary Fire Districts" shall mean fire districts as identified in connection with the implementation of the July 21, 2021 Janssen Settlement Agreement.

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

AAA. "*Prior Litigating Subdivision*" means a Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Threshold Subdivision Participation Date and all such Released Claims were separately settled or finally adjudicated prior to the Threshold Subdivision Participation 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, Walmart and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

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

CCC. "*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 and/or Alleged Harms occurring prior to the Threshold Subdivision Participation 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 and/or Alleged Harms, 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 and/or Alleged Harms. 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.

DDD. "*Released Entities*" means Walmart and (1) all of Walmart's past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, and assigns; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Walmart's insurers (solely in their role as insurers with respect to the Released Claims); (4) all of Walmart'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, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Walmart). 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, any joint venture partner of a joint venture in subsection (2) or (4) is not a Released Entity unless such entity independently falls within subsections (1)-(5) above. An illustrative list of Walmart's present joint ventures, subsidiaries and affiliates and predecessor entities is set forth in Exhibit J. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit J are Released Entities. Current or former Defendants in *In re: National Prescription Opiate Litigation*, No. 1: 17-md-2804 (N.D. Ohio) ("*MDL*") (or in other pending litigation asserting a Claim for Covered Conduct, as identified in the *"National Opiate Litigation – Case and Defendant Extract"* provided to Walmart by the Plaintiffs' Executive Committee on November 12, 2022) not identified in Exhibit J are not considered Released Entities, provided, however, that any Walmart entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after November 14, 2022 shall be considered Released Entities even if not listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Walmart after the Threshold Subdivision Participation Date is not a Released Entity.

EEE. "*Releasors*" 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. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Threshold Subdivision Participation Date) the authority set forth in Section X.G. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Participation Agreement referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority.

FFF. "*Remediation Payment*" has the meaning set forth in Section IV.B.1.[2]

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

HHH. "*Second Subdivision Participation Date*" has the meaning set forth in Section IV.C.3.b.

III. "*Separately Settling State*" means each of Alabama, Florida, and any other Eligible State that, prior to the State Participation Date, enters into a settlement agreement with Walmart that is separate from this Agreement and resolves substantially all Released Claims against Walmart.

JJJ. "*Settlement Class Resolution*" means a class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that Settling State that (1) conforms with that Settling State's statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that Settling State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that Settling State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Walmart other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the

[2] The total maximum amount of this settlement is up to $3,011,242,061, which includes (i) up to $2,393,794,118.64 in the Remediation Payment; (ii) up to $297,720,376.93 in Subdivision Attorneys' Fees, Expenses and Costs; (iii) up to $48,019,415.63 in the State Outside Counsel Fee Fund, State Cost Fund and Additional Remediation Amount; (iv) a credit of $215,567,502.95 for Walmart's settlement with the state of Florida and its subdivisions; (v) a credit of $48,963,983.74 for Walmart's settlement with the state of Alabama and its subdivisions; (vi) a credit of $1,051,663.05 for ineligible subdivisions Lake County and Trumbull County of Ohio; and (vii) a credit of $6,125,000.00 for Walmart's settlement with Nassau County and Suffolk County of New York. In no event shall Walmart's payment obligation under this Agreement exceed the sum of (i)-(iii) above.

foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that Settling State opt out. In seeking certification of any Settlement Class, the applicable Settling State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

KKK. "*Settlement Fund*" means the interest-bearing fund established pursuant to this Agreement into which the payment under Section IV is made. The Settlement Fund comprises the Remediation Accounts Fund, State Fund, and Subdivision Fund.

LLL. "*Settlement Fund Administrator*" means the entity that determines the payments and reversions due under Section IV and Section VIII, including annually determining the Payout Amount and calculating Incentive Payments, administers the Settlement Fund, and distributes amounts into three sub-funds Remediation Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Threshold Subdivision Participation Date, Walmart and the Enforcement Committee shall agree to selection and removal processes for and the identity of the Settlement Fund Administrator, and a detailed description of the Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator's fees and costs, all of which shall be appended to the Agreement as Exhibit L.

MMM."*Settling State*" means an Eligible State that has entered into this Agreement with Walmart and delivers an executed State Participation Form and executed releases in accordance with Section II.A.

NNN. "*State Fund*" means the component of the Settlement Fund described in Section V.C.

OOO. "*State Participation Form*" means the form attached as Exhibit V.

PPP. "*State Participation Date*" has the meaning set forth in Section II.A.

QQQ. "*State Participation Threshold*" has the meaning set forth in Section II.A.2.

RRR. "*State-Subdivision Agreement*" means an agreement that a Settling State reaches with the Subdivisions in that Settling State regarding the allocation, distribution, and/or use of funds allocated to that Settling State and to its Subdivisions. 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 Settling State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

SSS. "*Statutory Trust*" means a trust fund established by state law to receive funds allocated to a Settling State's Remediation Accounts Fund and restrict any expenditures made

using funds from such Settling State's Remediation Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A Settling State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such State's Settlement Fund, but this is not required.

TTT. "*Subdivision*" means any (1) General-Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a Settling State, and (2) any other subdivision or subdivision official or sub-entity of or located within a Settling State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. "General-Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.[3] The three (3) General-Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.[4] The terms "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.[5] References to a Settling State's Subdivisions or to a Subdivision "in," "of," or "within" such Settling State include Subdivisions located within the Settling State even if they are not formally or legally a sub-entity of such Settling State; *provided*, *however*, that a "health district" that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary. Each of Lake and Trumbull Counties of Ohio shall not be considered "Subdivisions" for purposes of this Agreement.

UUU. "*Subdivision Allocation Percentage*" means the portion of a Settling State's Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V.C or Section V.D if it becomes a Participating Subdivision. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses

[3] https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html.

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

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

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

VVV. "*Subdivision Fund*" means the component of the Settlement Fund described in Section V.C.

WWW. "*Subdivision Participation Agreement*" means the form of agreement attached as Exhibit K that Participating Subdivisions must execute and return to the Settlement Fund Administrator.

XXX. "*Subdivision Participation Thresholds*" has the meaning set forth in Section II.B.

YYY. "*Third Subdivision Participation Date*" has the meaning set forth in Section IV.C.3.c.

ZZZ. "*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.

AAAA. "*Threshold State*" means the District of Columbia, Puerto Rico, and the states of the United States of America, excluding New Mexico and West Virginia.

BBBB."*Threshold Subdivision Participation Date*" has the meaning set forth in Section II.B.1.

CCCC."*Total Remediation Amount*" means the aggregate amount paid or incurred by Walmart hereunder other than amounts paid as attorneys' fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys' fees, investigation costs or litigation costs.

DDDD. "*Walmart*" means Walmart Inc.

II. Participation by States and Subdivisions; Effectiveness of Agreement

A. *State Participation Threshold*.

1. On November 14, 2022, this Agreement shall be distributed to all Eligible States by the Enforcement Committee. The Eligible States' Attorneys General shall then have until December 15, 2022, or such later date as agreed to in writing by Walmart and the Enforcement Committee prior to December 15, 2022 (the "*State Participation Date*"), to decide whether to become Settling States. Eligible States that determine to become Settling States shall sign a Participation Form, in the form attached as Exhibit V, on or before the State Participation Date and provide it to Walmart and the Enforcement Committee.

2. To meet the State Participation Threshold, more than 85% of all Threshold States, by number of such states (the "*State Participation Threshold*"), must have joined this Agreement as Settling States on or before the State Participation Date. For purposes of calculating the State Participation Threshold, each Separately Settling State that is also a Threshold State shall be included in both the numerator and the denominator for purposes of calculating whether the State Participation Threshold has been satisfied. For the avoidance of doubt, to be satisfied, the State Participation Threshold requires that 43 or more of the 50 Threshold States (a) become Settling States by signing a Participation Form or (b) be included in both the numerator and the denominator for purposes of calculating the State Participation Threshold by virtue of being a Separately Setting State that is also a Threshold State.

3. Within the first business day on or after three (3) calendar days after the State Participation Date, the Enforcement Committee will deliver all signed State Participation Forms to Walmart. If the State Participation Threshold has not been satisfied by the State Participation Date, this Agreement will have no further effect and all releases and other commitments or obligations contained herein or in State Participation Forms will be void, provided, however, that on or after the State Participation Date, Walmart shall have the unilateral right in its sole discretion to extend the State Participation Date or to proceed with the Settlement if the State Participation Threshold has not been satisfied.

B. *Subdivision Participation Thresholds*.

1. If the State Participation Threshold has been satisfied by the State Participation Date, each of the Settling States will use reasonable efforts to ensure that, by March 31, 2023, or such later date as agreed to in writing by Walmart and the Enforcement Committee prior to March 31, 2023 (the "*Threshold Subdivision Participation Date*"), the Settling States have met the following "*Subdivision Participation Thresholds*": (1) more than 85% of the aggregate population of all Litigating Subdivisions located in the Settling States and Separately Settling States (calculated on an aggregated basis and not a State-by-State basis): (a) have become Participating Subdivisions by executing a Subdivision Participation Agreement, including a release (subject to Section VII.D), in accordance with Section VII.C, (b) are subject to a Bar or Case-Specific Resolution or (c) have joined a settlement between Walmart and a Separately Settling State by executing a participation

form, including a release; and (2) more than 85% of the aggregate population of all Non-Litigating Threshold Subdivisions located in the Settling States and Separately Settling States (calculated on an aggregated basis and not a State-by-State basis): (a) have become Participating Subdivisions by executing a Subdivision Participation Agreement, including a release (subject to Section VII.D), in accordance with Section VII.B, (b) are subject to a Bar or Case-Specific Resolution, or (c) have joined a settlement between Walmart and a Separately Settling State by executing a participation form, including a release (together, the "*Participating Population Levels*"). For the avoidance of doubt, for purposes of calculating the Participating Population Levels for the Subdivision Participation Thresholds, all Litigating Subdivisions and Non-Litigating Threshold Subdivisions located in Separately Settling States shall be included in the denominator for purposes of calculating whether the Subdivision Participation Thresholds have been satisfied, and any such Litigating Subdivisions or Non-Litigating Threshold Subdivisions located in Separately Settling States that have joined such separate settlement agreement with Walmart by executing a participation form, including a release, shall be included in the numerator for purposes of calculating whether the Subdivision Participation Thresholds have been satisfied.[6]

2. As soon as practicable following the Threshold Subdivision Participation Date, the Settlement Fund Administrator shall calculate the Participating Population Levels and determine whether the Subdivision Participation Thresholds have been met.

a. As soon as practicable following calculation of the Participating Population Levels, the Settlement Fund Administrator shall give notice to Walmart, the Settling States, and the Enforcement Committee of the Participating Population Levels and whether the Subdivision Participation Thresholds have been met.

b. Within ten (10) calendar days of the notice provided by the Settlement Fund Administrator, any Party or the Enforcement Committee may dispute, in writing, the calculation of the Participating Population Levels or the determination of whether the Subdivision Participation Thresholds have been met. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, and Walmart (and the affected Settling State, as applicable) identifying the nature of the dispute.

c. Within ten (10) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, Walmart, and the disputing Party (and the affected Settling State, as applicable) identifying the basis for disagreement with the notice of dispute.

[6] For purposes of calculating the Participating Population Levels for the Subdivision Participation Thresholds, the populations of Lake and Trumbull Counties of Ohio and Nassau and Suffolk Counties of New York shall be excluded entirely from both the numerator and denominator of the Subdivision Participation Thresholds of both the Litigating Subdivisions and Non-Litigating Threshold Subdivisions. Nassau and Suffolk Counties of New York also shall be excluded from both the numerator and denominator for purposes of calculating New York's Incentive BC Subdivision participation.

d. After the time period for a response to be filed has passed, the Settlement Fund Administrator, the Enforcement Committee, Walmart, and the disputing Party (and the affected Settling State, as applicable) shall meet and confer within ten (10) calendar days in an attempt to resolve the dispute. If no resolution is reached, disputes described in this subsection shall be handled in accordance with the terms of Section VI.F.3.

3. If the Subdivision Participation Thresholds are not satisfied by the Threshold Subdivision Participation Date, then any and all releases, commitments or obligations contained herein or in State Participation Forms or Subdivision Participation Agreements shall be void, provided, however, that on or after the Threshold Subdivision Participation Date, Walmart shall have the unilateral right in its sole discretion to extend the Threshold Subdivision Participation Date or to proceed with the Settlement if one or both of the Subdivision Participation Thresholds have not been satisfied.

C. *Conditions to Effectiveness*. If (1) the State Participation Threshold is met by the State Participation Date and (2) the Subdivision Participation Thresholds are met by the Threshold Subdivision Participation Date then this Agreement will be deemed effective fifteen (15) days after (a) the Threshold Subdivision Participation Date, or (b) such time as the Settlement Fund Administrator has completed the Participating Population Level calculations necessary to determine whether the Subdivision Participation Thresholds have been achieved, the Settlement Fund Administrator has provided notice of such calculations and determinations to the Parties, and any disputes concerning such calculations and determinations have been resolved subject to Section II.B.2.a-d, whichever is later (the "*Effective Date*"). Subject to Walmart's unilateral right in its sole discretion to extend the State Participation Date and/or the Threshold Subdivision Participation Date if the State Participation Threshold or Subdivision Participation Thresholds have not been met by their respective deadlines, or to proceed with the Settlement if one or more of the State Participation Threshold or Subdivision Participation Thresholds have not been met, as set forth in Sections II.A.3 and II.B.3, if either of the foregoing clauses (1) or (2) is not satisfied by the State Participation Date or the Threshold Subdivision Participation Date, respectively, then any and all commitments or obligations (including any and all releases) contained herein or in any State Participation Form or Subdivision Participation Agreement shall be void.

D. *Consent Judgments*. Promptly after the Effective Date, the Parties will proceed to file the Consent Judgments, and the obligations in the State Participation Forms and Subdivision Participation Agreements will become effective and binding as of the Effective Date.

III. Injunctive Relief

A. *Injunctive Relief*. As part of the Consent Judgments, the Parties agree to the entry of the injunctive relief terms as set forth in Exhibit P.

IV. Settlement Payments

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

B. *Payment by Walmart*.

1. Provided the conditions set out in Sections II.A-C are met, within seven (7) calendar days after the Effective Date, the Settlement Fund Administrator shall determine the amount representing the maximum total allocation of opioid remediation and abatement payments for the Settling States (the "*Remediation Payment*"), as calculated by multiplying (a) the total allocation accorded to the Settling States in accordance with Exhibit F by (b) the Global Settlement Remediation Amount.

2. Fifteen (15) calendar days after the Effective Date (the "*Deposit Date*"), Walmart shall deposit the Remediation Payment into the Settlement Fund. The Remediation Payment shall be distributed to the Settling States and/or refunded to Walmart by the Settlement Fund Administrator consistent with the terms of this Agreement. Any interest earned on the Remediation Payment within the Settlement Fund, to the extent not used to pay the fees for the Settlement Fund Administrator, shall become and remain part of the Remediation Payment within the Settlement Fund and be made available for payments on a pro rata basis to the eventual recipients of the funds (either to Walmart in the case of refund or to the applicable Settling State) in accordance this Agreement.

3. The Settlement Fund Administrator shall determine the Remediation Payment to be deposited by Walmart on the Deposit Date pursuant to Section IV.B.1. The allocation for each Settling State shall be based on the percentages set out in Exhibit F. For the avoidance of doubt, each of West Virginia, New Mexico, Florida, Alabama, and any other Separately Settling State are not eligible to receive payments under this Agreement.

C. *Payments to Settling States and Reversions to Walmart*.

1. *Payments and Refunds*. Subject to the terms of this Section IV.C.1, Settling States shall be eligible to receive payments under this Agreement over a period not to exceed six (6) years. Such payments shall be paid from the Settlement Fund by the Settlement Fund Administrator. Settling States shall be eligible for at most two payments from the Payout Amount in Payment Year 1 and one payment of the Payout Amount for each of Payment Years 2 through 6. Walmart shall be refunded any portion of the Remediation Payment that Settling States failed to earn in a given Payment Year and that Settling States are not able to earn in future years, as well as accrued interest on such amounts, as of the First Subdivision Participation Date and each subsequent anniversary of the First Subdivision Participation Date. The Settlement Fund Administrator will retain sufficient funds in the Settlement Fund in Payment Years 1 and 2 to pay amounts owed to Settling States due to additional Subdivision participation in Payment Years 2 and/or 3.

2. *Procedure for Calculation of Payments and Refunds*; *Disputes*.

a. Calculation of Payments and Refunds. As soon as practicable following the Threshold Subdivision Participation Date, after determining the Remediation Payment in accordance with Section IV.B, and as soon as practical after each of the First, Second, and Third Subdivision Participation Dates, and as soon as practical after each of the Incentive Payment D Look-Back Dates, the

Settlement Fund Administrator shall calculate (1) the Payout Amount (including the amount of the Settlement Fund to be allocated to the Settlement Fund Administrator in costs and fees pursuant to Section V.C.4); (2) the amount to be received by each Settling State; (3) the amount to be received by the separate types of funds for each Settling State (if applicable); (4) the allocation to be received by each Settling State's Participating Subdivisions listed on Exhibit G; and (5) the amount of any refund due to Walmart, and the Settlement Fund Administrator shall give notice to Walmart, the Settling States, and the Enforcement Committee of each such amount in clauses (1) through (5). If Walmart and the Enforcement Committee inform the Settlement Fund Administrator that they agree on the amounts to be calculated pursuant to clauses (1), (2), and (5) above, the Settlement Fund Administrator shall treat those amounts as the calculated amount. If a Settling State informs the Settlement Fund Administrator that it and its Participating Subdivisions listed on Exhibit G have reached consensus on the amounts to be calculated pursuant to clauses (3) and/or (4) above, the Settlement Fund Administrator shall use those amounts so long as they are consistent with the amount calculated pursuant to clause (2). The Payout Amount shall be based on each Settling State's eligibility to receive one or more Incentive Payment(s) as set out in Section IV.E. For the avoidance of doubt, any Subdivision not listed on Exhibit G shall not receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

b. Notice of Dispute. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, (1) Walmart, any Settling State or the Enforcement Committee may dispute, in writing, the calculation of the Payout Amount (including the amount allocated for Settlement Fund Administrator costs and fees), whether a Settling State qualifies for an Incentive Payment, or the amount to be received by a Settling State and/or its Participating Subdivisions listed on Exhibit G and (2) a Participating Subdivision may dispute, in writing, the calculation of the amounts under Section IV.C.2.a clauses 3 or 4 solely with respect to such amounts calculated for the Settling State in which it is located and without disputing the amounts calculated under Section IV.C.2.a clauses 1, 2, or 5. A dispute will be deemed invalid and disregarded if it challenges the allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State or Participating Subdivision, and Walmart identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) or Participating Subdivision(s) affected.

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

d. Resolution of Disputes. If no response is filed within the specified time period, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, the Settlement Fund Administrator shall pay the adjusted Payout Amount, and the dispute shall be considered finally resolved. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Walmart and the Enforcement Committee of the preliminary amount to be paid out by the Settlement Fund Administrator, which shall be the smaller of the amount originally calculated by the Settling Administrator or the amount that would be consistent with the notice of dispute, *provided*, *however*, that in no circumstances shall the preliminary amount to be paid to a Settling State be higher than the maximum amount of Incentive Payment A for that Payment Year.

e. Final resolution of such disputes shall be handled in accordance with the terms of Section VI.F and the Settlement Fund Administrator shall not distribute any amount subject to a dispute being resolved under Section VI.F until such time when the dispute is finally resolved.

3. *Timing of Payments and Reversions*.

a. Payment to the Settling States from the Settlement Fund of the Base Payment will be made as soon as practicable following the Threshold Subdivision Participation Date and the Settlement Fund Administrator's calculation of payment amounts, provision of notice to the Parties, and resolution of any disputes, as applicable and as set forth in Section IV.C.2.a-e (the "*Payout Procedure*"). Any additional payments to the Settling States and/or any reversion to Walmart for Payment Year 1 will be made as soon as practicable following July 15, 2023 or such later date agreed to in writing by Walmart and the Enforcement Committee (the "*First Subdivision Participation Date*") and the Settlement Fund Administrator's completion of the Payout Procedure.

b. In Payment Year 2, payment to the Settling States and/or any reversion to Walmart will be based on Subdivision Participation as of July 15, 2024 or such later date agreed to in writing by Walmart and the Enforcement Committee (the "*Second Subdivision Participation Date*") and will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

c. In Payment Year 3, payment to the Settling States and/or any reversion to Walmart will be based on (i) Subdivision Participation as of July 15, 2025 or such later date agreed to in writing by Walmart and the Enforcement Committee (the "*Third Subdivision Participation Date*") and (ii) eligibility for Incentive D, as set forth in Section IV.E.3, and will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

d. In Payment Years 4 through 6, payment to the Settling States and/or any reversion to Walmart will be based on eligibility for Incentive Payment D, as set forth in Section IV.E.3. Payment will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

e. The Settlement Fund Administrator may combine the payments under Section IV with funds to be distributed by other comparable opioid settlements. In determining when payments for each Payment Year will be made, the Settlement Fund Administrator may take into account the timeline for the availability of disbursements under other comparable opioid settlements.

D. *Base Payment.* Each Settling State will receive a base payment equal to thirty-eight percent (38%) of such Settling State's Overall Allocation Percentage of the Remediation Payment (the "*Base Payment*"). The Base Payment shall be made as soon as practicable after the Effective Date.

E. *Incentive Payments.* Each Settling State shall be eligible to receive additional incentive payments totaling up to a maximum of sixty two percent (62%) of such Settling State's Overall Allocation Percentage of the Remediation Payment, with the actual amount depending on whether and the extent to which the criteria set forth below are met in such Settling State. In no event shall any Settling State receive more than one hundred percent (100%) of its respective Overall Allocation Percentage of the Remediation Payment under this Agreement. The incentive payments shall be divided among three (3) categories, referred to as Incentive Payments A, BC, and D. Incentive Payments A and BC will be paid in at most three payments in Payment Years 1 through 3: one payment in Payment Year 1; one payment in Payment Year 2; and one payment in Payment Year 3. Incentive Payment D will be paid over four installments in Payment Years 3 through 6, provided a Settling State remains eligible to receive Incentive Payment D throughout that period and has not otherwise earned Incentive Payment A. The incentive payments shall be determined by the Settlement Fund Administrator and made with respect to a specific Settling State based on its eligibility for that Payment Year under the criteria set forth below.

1. Incentive Payment A. Incentive Payment A shall be equal to sixty-two (62%) of a Settling State's Overall Allocation Percentage of the Remediation Payment, provided such Settling State becomes eligible for Incentive Payment A and subject to Section IV.E.1.a. Incentive Payment A is mutually exclusive with Incentive Payments BC and D; if a Settling State receives Incentive Payment A, such Settling State is not eligible for Incentive Payments BC or D. If a Settling State is not eligible for Incentive Payment A by the Third Subdivision Participation Date, it shall not be eligible for Incentive Payment A in any succeeding year. Eligibility for Incentive Payment A is as follows:

a. A Settling State is eligible for Incentive Payment A if, as of the First Subdivision Participation Date in Payment Year 1, the Second Subdivision Participation Date in Payment Year 2, or the Third Subdivision Participation Date in Payment Year 3, (i) there is a Bar in that State in full force and effect; (ii) there is a Settlement Class Resolution in that State in full force and effect; (iii) there is a ruling from the State's highest court barring all Subdivisions from bringing or

maintaining Released Claims; (iv) the Released Claims of all of the following entities are released through the execution of Participation Agreements: (1) all Litigating Subdivisions, (2) all Non-Litigating Primary Subdivisions, (3) all non-litigating School Districts with a K-12 student enrollment of at least 25,000 or 0.10% of a State's population, whichever is greater, (4) all non-litigating health districts and hospital districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district, and (5) all Primary Fire Districts; or (v) a combination of the actions in clauses (i)-(v) has achieved the same level of resolution of Claims by Subdivisions (*e.g.*, a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. Each Settling State that believes it qualifies for Incentive A shall provide notice to Walmart, the Enforcement Committee, and the Settlement Fund Administrator, including data sources or other information establishing such Settling State's entitlement to Incentive A, by the First, Second, or Third Participation Dates, as applicable. Walmart and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section IV.E.1.a prior to the State Participation Date. For the avoidance of doubt, any disputes regarding whether a Settling State qualifies for Incentive A shall be handled in accordance with the Payout Procedure.

b. If a Settling State becomes eligible for Incentive A in Payment Years 2 or 3, then the Settling State shall be entitled to receive the remaining incentive payments that the Settling State could have earned (the "*Remaining Incentive Payments*"), which equals (i) ninety-seven percent (97%) of such Settling State's Overall Allocation Percentage of the Remediation Payment, representing Incentive Payment BC, minus the any portion of the Remediation Payment paid to such Settling State in Payment Year 1 (or, if such Settling State first becomes eligible for Incentive Payment A in Payment Year 3, the sum of the portions of the Remediation Payments paid to the Settling State in Payment Years 1 and 2), the resulting difference of which shall be reduced by 12.5% if Incentive Payment A is achieved in Payment Year 2 or by 25% if Incentive Payment A is achieved in Payment Year 3; and (ii) three percent (3%) of such Settling State's Overall Allocation Percentage of the Remediation Payment representing Incentive Payment D, as described in Section IV.E.3.

2. Incentive Payment BC. If a Settling State does not qualify for Incentive Payment A, it may still qualify to receive up to fifty-nine percent (59%) of the Settling State's Overall Allocation Percentage of the Remediation Payment under Incentive Payment BC. A Settling State may earn Incentive Payment BC in Payment Years 1 through 3 and may receive, when combined with the Settling State's Base Payment, a maximum of up to 97% of the Settling State's Overall Allocation Percentage of the Remediation Payment. Eligibility for Incentive Payment BC is as follows:

a. Subject to Section IV.E.1, the amount of Incentive Payment BC for which a Settling State is eligible shall be determined based on the aggregate

population of the Settling State's Incentive BC Subdivisions that participate in the Agreement or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of all of the Settling State's Incentive BC Subdivisions. The Settling State's Incentive BC Subdivisions are (i) all Litigating Subdivisions (including School Districts and Special Districts) and (ii) all Non-Litigating Threshold Subdivisions (collectively, all Litigating Subdivisions and all Non-Litigating Threshold Subdivisions are "*Incentive BC Subdivisions*"). The percentage of the Settling State's Overall Allocation Percentage of the Remediation Payment, inclusive of the Base Payment, to which the Settling State is entitled shall be determined according to the table of Incentive BC payment levels below:

Percentage of Incentive BC Subdivision Population[7]	**Percentage of Settling State's Overall Allocation Percentage of the Remediation Payment (includes the Base Payment)**
Participation of 85% but less than 86%	Payment of 43% of Remediation Payment
Participation of 86% but less than 87%	Payment of 46% of Remediation Payment
Participation of 87% but less than 88%	Payment of 49% of Remediation Payment
Participation of 88% but less than 89%	Payment of 52% of Remediation Payment
Participation of 89% but less than 90%	Payment of 55% of Remediation Payment
Participation of 90% but less than 91%	Payment of 58% of Remediation Payment
Participation of 91% but less than 92%	Payment of 61% of Remediation Payment
Participation of 92% but less than 93%	Payment of 64% of Remediation Payment
Participation of 93% but less than 94%	Payment of 67% of Remediation Payment
Participation of 94% but less than 95%	Payment of 70% of Remediation Payment
Participation of 95% but less than 96%	Payment of 75% of Remediation Payment
Participation of 96% but less than 97%	Payment of 79.5% of Remediation Payment
Participation of 97% but less than 98%	Payment of 84% of Remediation Payment
Participation of 98% but less than 99%	Payment of 88.5% of Remediation Payment
Participation of 99% but less than 100%	Payment of 93% of Remediation Payment
Participation of 100%	Payment of 97% of Remediation Payment

b. For Payment Year 1, the Settlement Fund Administrator shall calculate and allocate Incentive Payment BC payments to Settling States based on the Settling State's Incentive BC Subdivision Population participation rate as of the First Subdivision Participation Date. Payments to the Settling States and/or any

[7] The "Percentage of Incentive BC Subdivision Population" shall be determined by the aggregate population of the Settling State's Incentive BC Subdivisions that participate in the Agreement or have had their claims resolved through a Case-Specific Resolution divided by the aggregate population of the Settling State's Incentive BC Subdivisions. In calculating the Settling State's population that resides in Incentive BC Subdivisions, the population of the Settling State's Incentive BC Subdivisions shall be the sum of the population of all Incentive BC Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive BC Subdivision. An individual Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided*, *however*, that for the avoidance of doubt, no Subdivision will be excluded from the numerator or denominator under this sentence unless a Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Subdivision to be excluded.

refund to Walmart shall be made as soon as practicable after the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

c. For Payment Year 2, additional payments of Incentive Payment BC shall be made to any Settling State for which the Settling State's Incentive BC Subdivision Population participation rate as of the Second Subdivision Participation Date results in a higher payment level than for Payment Year 1. Any Incentive Payment BC payment to a Settling State in Payment Year 2 will be 87.5% of the difference between (i) the Incentive BC payment calculated pursuant to Section IV.E.2.a using the Second Subdivision Participation Date and (ii) the Incentive BC payment calculated pursuant to Section IV.E.2.a using the First Subdivision Participation Date. Any payments to Settling States or reversion to Walmart will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

d. For Payment Year 3, additional payments of Incentive Payment BC shall be made to any Settling State for which the Settling State's Incentive BC Subdivision Population participation rate as of the Third Subdivision Participation Date results in a higher payment level than for Payment Year 2. Any Incentive Payment BC payment to a Settling State in Payment Year 3 will be 75% of the difference between (i) the Incentive BC payment calculated pursuant to Section IV.E.2.a using the Third Subdivision Participation Date and (ii) the Incentive BC payment calculated pursuant to Section IV.E.2.a using the Second Subdivision Participation Date. Any payments to Settling States or reversion to Walmart will be made as soon as practicable following the Settlement Fund Administrator's completion of the Payout Procedure, as applicable.

e. The Settlement Fund Administrator shall withhold sufficient funds from Participating Subdivisions in each Payment Year to pay Non-Participating Subdivisions listed on Exhibit G for the Payment Year if they become Participating Subdivisions by the Second Subdivision Participation Date or Third Subdivision Participation Date. If such Non-Participating Subdivisions do not become Participating Subdivisions by the Third Subdivision Participation Date, such withheld funds will be allocated to Participating Subdivisions based on the allocation percentages on Exhibit G. For the avoidance of doubt, nothing in this subsection allows a Non-Participating Subdivision to receive funds until and unless it becomes a Participating Subdivision.

3. Incentive Payment D. Incentive Payment D shall be applied starting at Payment Year 3 and the amount of Incentive Payment D in each year will depend on (i) the Settling State's eligibility as set out in Section IV.3.a and (ii) the Percentage of Incentive BC Subdivision Population achieved by the Settling State as of the Third Subdivision Participation Date. Incentive Payment D shall be equal to between three percent (3%) and fifteen percent (15%) of the of the Settling State's Overall Allocation Percentage of the Remediation Payment. The Incentive Payment D may be earned in each of Payment Years 3 through 6. Eligibility for Incentive Payment D is as follows:

a. A Settling State is eligible for Incentive Payment D if there has been no Later Litigating Subdivision (for purposes of Incentive Payment D, Later Litigating Subdivisions are limited to (i) a Primary Subdivision; (ii) a school district with a K-12 student enrollment of at least 25,000 or 0.10% of the State's population, whichever is greater; (iii) a health district or hospital district that has at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; and (iv) Primary Fire Districts) in that State that has had a Claim against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion as of July 15 of Payment Years 3 to 6 ("*Incentive Payment D Look-Back Date*").

b. To the extent a Settling State achieves a Percentage of Incentive Payment BC Subdivision Population of 95% or above as of the Third Subdivision Participation Date, the level of Incentive Payment D is reduced according to the schedule below. The following portions of Incentive Payment D are paid in equal installments in Payment Years 3 through 6:

Percentage of Incentive BC Subdivision Population as of the Third Subdivision Participation Date	**Incentive Payment D Amount as a Percentage of Settling State's Overall Allocation Percentage of the Remediation Payment**
Participation below 95%	15% of Remediation Payment
Participation of 95% but less than 96%	13% of Remediation Payment
Participation of 96% but less than 97%	11% of Remediation Payment
Participation of 97% but less than 98%	9% of Remediation Payment
Participation of 98% but less than 99%	7% of Remediation Payment
Participation of 99% but less than 100%	5% of Remediation Payment
Participation of 100%	3% of Remediation Payment

c. The Settlement Fund Administrator shall determine a Settling State's eligibility for Incentive Payment D as of the Incentive Payment D Look-Back Date in Payment Years 3 through 6. If a Later Litigating Subdivision's lawsuit in that Settling State survives more than six (6) months after denial in whole or in part of a Threshold Motion after that date, that State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year. Prior to the Incentive Payment D Look-Back Date in Payment Years 3 through 6, Walmart may provide the Settlement Fund Administrator and the Enforcement Committee with notice identifying any Settling State(s) it believes do not qualify for Incentive Payment D and information supporting its belief.

d. If, at any time within six (6) years of the Threshold Subdivision Participation Date, any Subdivision becomes a Later Litigating Subdivision (as that term is limited by Section IV.E.3.a), then Walmart shall, within thirty (30) days of Walmart or any Released Entity being served or otherwise informed of the prosecution of such Released Claims, provide notice to the Settling State in which

such Released Claims are being pursued and shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Walmart under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and Walmart shall confer and use reasonable efforts to promptly resolve the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

e. Notwithstanding Section IV.E.3, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for any missed payments of Incentive Payment D in the following Payment Year, less any litigation fees and costs incurred by Walmart in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund*. The Settlement Fund shall be comprised of a Remediation Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payment made under Section IV into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below or as provided for by a State-Subdivision Agreement (or other State-specific allocation of funds).

B. *Use of Settlement Payments*.

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

2. While disfavored by the Parties, a Settling State or a Participating Subdivision may, subject to the limitation in the second sentence of Section V.B.1, 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, provided that 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 listed on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and Walmart how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It

is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "*Total Remediation Amount*" for purposes of Section V.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. *Allocation of Settlement Fund*. The allocation of the Settlement Fund allows for different approaches to be taken in different States, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. This Agreement has no effect on the ability of Settling States and their Subdivisions to internally agree on the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate base payments under Section IV.D on a State-specific basis in proportion to each Settling State's respective Overall Allocation Percentage. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

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

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

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

D. *Settlement Fund Reallocation and Distribution*.

As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Remediation 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, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into or amended after November 14, 2022 shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.[8] For a State-Subdivision Agreement to be applied to the relevant portion of the Payout Amount, notice must be provided to Walmart and the Settlement Fund Administrator at least sixty (60) calendar days prior to the First, Second, or Third Subdivision Participation 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, Remediation Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation,[9] then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to remediation and 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

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

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

Remediation 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 Remediation Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Remediation Accounts Fund or to another Participating Subdivision. The Settlement Fund Administrator is not required to honor voluntary redistribution for which notice is provided to it less than sixty (60) days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts apportioned to that State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

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

b. Amounts apportioned to that State's Remediation Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Remediation 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 Remediation 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 Remediation Accounts Fund to the Statutory Trust.

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

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3. A Settling State may allocate funds from its State Fund or Remediation 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 to the extent such a distribution would violate Section VII.E or Section VII.F. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Remediation 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 Remediation Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Subdivisions comply with Section VII.E through Section VII.G.

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 Remediation Accounts Fund will be used solely for future Opioid Remediation[10] and the following shall apply with respect to a Settling State:

a. *Regional Remediation*.

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

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Remediation Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Remediation Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent

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

(50%) of its Remediation Accounts Fund to the regional expenditure and may annually adjust the percentage of its Remediation Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages allocated to each region to reflect the number of General-Purpose Subdivisions in each region that are Non-Participating Subdivisions.

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

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

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

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

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

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

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

3. Remediation Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to between Walmart and the Enforcement Committee.

F. *Nature of Payment*. Walmart, the Settling States, and the Participating Subdivisions each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

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

2. (a) The Settling States and Participating Subdivisions sought restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) as damages for the Alleged Harms; (b) the Total Remediation Amount is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Total Remediation Amount received by each Settling State or Participating Subdivision is less than or equal to the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Total Remediation Amount by Walmart constitutes restitution and remediation (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Walmart in order to restore, in whole or in part, the Settling States, Participating Subdivisions, and persons to the same position or condition that they would be in had the Settling States, Participating Subdivisions, and persons not suffered the Alleged Harms, and constitutes restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law; and

4. For the avoidance of doubt: (a) the entire Total Remediation Amount is properly characterized as described in Section V.F, (b) no portion of the Total Remediation Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (c) no portion of the Global Settlement Amount represents the disgorgement of any allegedly ill-gotten gains, and (d) no portion of the Global Settlement Amount is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and Walmart; *provided*, *however*, that Released Entities may enforce Section X and Participating Subdivisions have the enforcement rights described in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights with respect to either the terms of this Agreement that apply only to or in other States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Walmart with respect to this Agreement or any Consent Judgment except that Participating Subdivisions shall have enforcement rights as set forth herein as to payments that would be allocated to the Subdivision Fund or Remediation Accounts Fund pursuant to Section V; *provided*, *however*, that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* Walmart consents to the jurisdiction of the court in which the Consent Judgment is filed, limited to resolution of disputes identified in Section VI.F.2 for resolution in that court.

C. *Specific Terms Dispute Resolution*.

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

2. In the event that Walmart believes that the eighty-five percent (85%) requirement established in Section V.B.1 is not being satisfied, Walmart may request that Walmart and the Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall (i) be limited to Walmart obtaining a reversion of its Payout Amount by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the eighty-five percent (85%) requirement established in Section V.B.1; and (ii) only reduce payments to those Settling States and their Participating Subdivisions that are below the eighty-five percent (85%) requirement established in Section V.B.1; provided that Walmart shall not obtain a reversion of funds restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement*.

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

Remediation Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Remediation Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

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

E. *Subdivision Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State pursuant to Section VI.F.3.a(iv) to seek resolution regarding the failure by Walmart to make its Payout Amount.

F. *Other Terms Regarding Dispute Resolution*.

1. Except as provided by Section VI.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 Section VI.F to resolve the dispute.

2. Except to the extent provided by Section VI.C or Section VI.F.3, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

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

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

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

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

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

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

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

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.3.

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

3. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or Walmart (together, "*Participating Parties*") shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.2's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular State's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of withholding attributable to Non-Settling States;

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

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

(iv) the failure by the Settlement Fund Administrator to pay the Payout Amount or the Additional Remediation Amount in a Payment Year, but for the avoidance of doubt, disputes between Walmart and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

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

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

(vii) disputes involving liability of successor entities;

(viii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, BC or D;

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

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

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

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

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible, and with a presumption in favor of remote participation to minimize the burdens on the Participating Parties.

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

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

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

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

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

4. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining Participating Party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided*, *however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

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

5. If the Participating Parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a

committee comprising the Enforcement Committee and sufficient representatives of Walmart such that the members of the Enforcement Committee have a majority of one (1) member will determine, within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum, the forum where the dispute will be initiated. The forum identified by such committee shall be the sole forum for resolving the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling States' 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 Walmart reserves all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice.* Prior to the State Participation Date, the Parties shall agree on a vendor to serve as the Implementation Administrator and provide notice pursuant to this Section VII.A. No later than fifteen (15) calendar days after the State Participation Date, the Implementation Administrator shall send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. To the extent a Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Implementation Administrator, with the cooperation of the Settling States, shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special Districts. Unless otherwise agreed by the Parties, the version of Exhibit G used for notice shall be the one in place as of the State Participation Date. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions and known counsel for Non-Litigating Subdivisions and Special Districts listed on Exhibit G. The notice will include that the deadline for becoming a Participating Subdivision is the Threshold Subdivision 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 State Participation Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions*. A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Participation Agreement to the Settlement Fund Administrator (subject to Section VII.D) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided*, *however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the

jurisdiction of the court where the relevant state seat of government is located for purposes limited to that court's role under this Agreement. The required Participation Agreement 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 Participation Agreement to the Settlement Fund Administrator (subject to Section VII.D) and upon prompt dismissal with prejudice of its lawsuit following the Threshold Subdivision Participation Date or the date on which the conditions for effectiveness in Section II.C.b have been met, whichever is later. A Settling State may require each Litigating Subdivision in that State to specify on the Participation Agreement whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity. For avoidance of doubt, where a subdivision official other than a General-Purpose Government has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity, that Subdivision may become a Participating Subdivision only if, in addition to the other requirements of this Section VII.C, the lawsuit filed by the subdivision official has also been dismissed with prejudice.

D. All Subdivision Participation Agreements returned to the Settlement Fund Administrator prior to the Effective Date (if any) shall be held by the Settlement Fund Administrator until the Effective Date, at which time the obligations created by such forms and releases in them become effective. If, for any reason, the Settlement Agreement does not become effective, all obligations created by such forms and releases in them shall be void *ab initio* and all Settlement Participation Forms shall be returned to Counsel for Litigating Subdivisions or to the Subdivisions not represented by counsel or destroyed to the extent that such destruction is not prohibited by then existing document preservation obligations.

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

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

G. *Unpaid Allocations to Non-Participating Subdivisions*. Any payments allocated pursuant to Section V.D to a Non-Participating Subdivision that cannot be paid pursuant to this Section VII will either be allocated to the Settlement Fund for the Settling State in which the Non-Participating Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust, or be refunded to Walmart, if such funds may no longer be earned by the applicable Settling State pursuant to Section IV.C.1.

VIII. Additional Remediation

A. *Additional Remediation Amount.* Pursuant to the maximum payment amounts set forth in Exhibit M and subject to the reduction specified in Section VIII.B, Walmart shall pay an Additional Remediation Amount to the Settling States.

B. *Reduction of Additional Remediation Amount.* The amounts owed by Walmart pursuant to this Section VIII shall be reduced by the allocations set forth on Exhibit N for any Non-Settling States.

C. *Use of Funds.* All funds paid as an Additional Remediation Amount shall be part of the Total Remediation Amount, shall be used for Opioid Remediation, except as allowed by Section V.B.2, and shall be governed by the same requirements as specified in Section V.F. Such funds shall be disbursed by the Settlement Fund Administrator to the relevant Settling States as allocated by Exhibit N as part of the first payment in Payment Year 1.

IX. Plaintiffs' Attorneys' Fees and Costs

The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference.[11] The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference.

X. Release

A. *Scope.* As of the Threshold Subdivision Participation Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) hereby absolutely, unconditionally, and irrevocably covenants 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 Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim, and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

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

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;

[11] The Parties agree that the values of the split between the Contingency Fee Fund and the Common Benefit Fund will be agreed upon among the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, and Walmart no later than November 18, 2022. Exhibit R will be amended to reflect that agreement.

b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

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

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

3. If any Releasor enters into a Non-Party Settlement on or after the Effective Date, 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 Walmart in Section X.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. If any Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain the prohibition described in Section X.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section X.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section X.B.2 with respect to that Non-Released Entity and that Releasor and Walmart shall take the following actions to ensure that the Released Entities do not pay more with respect to Alleged Harms and/or Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Walmart:

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

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

c. That Releasor and Walmart 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 Alleged Harms and/or Covered Conduct than the amounts owed by Walmart under this Agreement. Such steps may include, where permissible:

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

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

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

(iv) Return of monies paid by Walmart to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Walmart by that Releasor to ensure Walmart 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;

(vi) Credit to Walmart under this Agreement to reduce the overall amounts to be paid under the Agreement such that it is held harmless from the Claim-Over; and

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

d. The actions of that Releasor and Walmart taken pursuant to clause (c) above must, in combination, ensure Walmart is not required to pay more with

respect to Alleged Harms and/or Covered Conduct than the amounts owed by Walmart under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to clause (c) above, Releasor and Walmart may seek review by the National Arbitration Panel, or, upon consent of the parties to the dispute, by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to order a remedy, including one or more of the actions specified in clause (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, Walmart shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Walmart harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Walmart may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section X.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, 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. Walmart shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

C. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

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

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) 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 even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect the Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

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

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

G. *Representation and Warranty*. The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or will obtain no later than the Threshold Subdivision Participation Date) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Alleged Harms and/or Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also for the purposes of clause (3), a release from a State's Governor, to be materially similar to that in Exhibit X, is sufficient to demonstrate that the appropriate releases have been obtained.

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

I. *Cooperation*. Settling States will meet and confer with Walmart and simultaneously make reasonable efforts to resolve any action filed by a Subdivision involving any Covered Conduct, Alleged Harms, or a Product that remains pending against Walmart after the First Subdivision Participation Date or that is filed by a Subdivision against Walmart after

November 14, 2022. Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

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

XI. Later Litigating Subdivisions; Non-Settling States

A. *Released Claims against Released Entities.* If a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Effective Date, the Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim and shall not oppose a Settling State's submission in support of the Threshold Motion. Walmart shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Walmart under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and Walmart shall confer and use reasonable efforts to promptly resolve the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

B. *Non-Settling States.* Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement.

C. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Settling State shall seek to obtain either dismissal of the lawsuit in cooperation with Walmart, or a release of the Primary Subdivision's claims.

D. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If a Settling State received any Payout Amounts that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Payout Amount, that Settling State shall seek to obtain a release of the claims impacted by the Revocation Event, including but not limited to defending the legality of the Bar, obtaining a

dismissal of the claims made against the Released Entity, and obtaining releases from impacted Subdivisions.

XII. Miscellaneous

A. *Population of General-Purpose Governments.* The population figures for General-Purpose Governments shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.[12]

B. *Population of Special Districts*. For any purpose in this Agreement in which the population of a Special District is used other than Section IV.E.2.a: (a) School Districts' populations 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' populations will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including fire districts' and library districts') population will be measured at ten percent (10%) of the population served. For the avoidance of doubt, this means that California healthcare districts will be measured at ten percent (10%) of their membership. Walmart and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the State Participation Date.

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

D. *No Admission.* The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Walmart and all Releasors. Walmart is entering into this Agreement solely for the purposes of settlement, to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Walmart denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Walmart of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Covered Conduct, Alleged Harms, or any Product; (iv) the legal viability of the claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with the Injunctive Relief Terms and applicable laws and regulations.

E. *Most-Favored-Nation Provision*.

1. If, after the Effective Date, Walmart enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released

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

by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States may elect to seek review, pursuant to Section XII.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to Walmart, overall payment terms at least as favorable as those obtained by such Non-Settling State. "*Overall payment terms*" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

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

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

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

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

c. In the event the Settling State(s) and Walmart do not reach agreement as to the application of Section XII.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XII.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.3.

d. The Settling State and Walmart shall be bound by the determination of the National Arbitration Panel.

4. This Section XII.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with Walmart that is entered into with: (a) a Non-Settling State after a date ninety (90) calendar days prior to the scheduled start date of a trial between Walmart and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and Walmart jointly request an adjournment of the scheduled start date of a trial within ninety (90) days of that date, this exception will apply as if the trial date had not been adjourned; (b) a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or (c) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against Walmart. For avoidance of doubt, the National Arbitration Panel shall have no power to review agreements described in this paragraph.

5. This Section XII.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between Walmart and Non-Participating Subdivisions.

6. This Section XII.E will not apply to any agreement entered into more than eighteen (18) months after the Effective Date.

F. *Tax Cooperation and Reporting*.

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

2. Without limiting the generality of Section XII.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with Walmart 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 and Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U with respect to Walmart and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by Walmart, and (b) provides to Walmart a copy of (i) the IRS Form 1098-F filed with respect to Walmart and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above.

Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section V.F.

4. Any return, amended return, or written statement filed or provided pursuant to Section XII.F.3, and any similar document, shall be prepared and filed in a manner consistent with reporting the Global Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 2 of IRS Form 1098-F, as reflected in the attached Exhibit U. If the Designated State or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section XII.F other than an IRS Form 1098-F in the form attached as Exhibit U, the Designated State shall direct and ensure that the Appropriate Official provides to Walmart a draft of such return, amended return, or written statement no later than sixty (60) calendar days prior to the due date thereof, and shall accept any reasonable revisions from Walmart on the return, amended return, or written statement.

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

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

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

I. *Construction*. None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not affect the meaning of this Agreement.

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

K. *Entire Agreement*. This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and

Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

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

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

N. *Legal Obligations*. Nothing in this Agreement shall relieve Walmart of the obligation to comply with all state and federal laws, regulations or rules, nor does any provision herein permit any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that Walmart cannot comply with this Agreement without violating such a requirement or requirements, Walmart shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in Section 4(b) of the Injunctive Relief Terms will be followed.

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

P. *Non-Admissibility*. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of

this Agreement, and except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entities that the Remediation Payment provides a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

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

For the Attorney(s) General:

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

Dave Yost, Attorney General
Ohio Attorney's General Office
Attn: Jonathan Blanton, First Assistant Attorney General
30 East Broad Street
Columbus, OH 43215
Jonathan.Blanton@OhioAGO.gov

Letitia James, Attorney General
New York State Office of the Attorney General
Attn: Jennifer Levy, First Deputy Attorney General
28 Liberty Street
New York, NY 10005
Jennifer.Levy@ag.ny.gov

For the Plaintiffs' Executive Committee:

Paul T. Farrell, Jr.
Farrell & Fuller, LLP
270 Munoz Rivera Ave., Suite 201
San Juan, Puerto Rico 00918
paul@farrellfuller.com

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

For Walmart:

Karen Roberts
Executive Vice President and General Counsel
Walmart, Inc.
702 S.W. 8th Street
Bentonville, AR 72716
Karen.Roberts@walmartlegal.com

Notices to Walmart's attorneys shall be delivered to:

David W. Ogden
Charles C. Speth
Wilmer Cutler Pickering Hale and Dorr LLP
1875 Pennsylvania Avenue, NW
Washington, DC 20006
David.Ogden@wilmerhale.com
Charles.Speth@wilmerhale.com

Brian K. Mahanna
Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
Brian.Mahanna@wilmerhale.com

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

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

S. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

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

U. *Successors*.

1. This Agreement shall be binding upon, and inure to the benefit of, Walmart and its respective successors and assigns.

2. Walmart 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 Walmart's obligations under this Agreement.

3. Walmart shall not in one (1) transaction, or a series of related transactions, sell, or transfer assets (other than sales or transfers of inventories, or sales or transfers to an entity owed directly or indirectly by Walmart) having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of Walmart where the sale or transfer transaction is announced after the Effective Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize Walmart's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction. The above restriction shall not apply if Walmart obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of Walmart's remaining Payment Obligations under this Agreement equal to the percentage of Walmart's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with the United States generally accepted accounting principles and as of the date of Walmart's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XII.U.3 shall be enforceable solely by the Enforcement Committee, and any objection under this Section XII.U.3 not raised within twenty (20) calendar days from the date that Walmart transmits notice of the transaction to the Enforcement Committee is waived. Any dispute under this Section XII.U.3 shall be a National Dispute as described in Section XII.U.3 and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

4. The restrictions set forth in Sections XII.U.2-3 shall expire sixty (60) days after Walmart satisfies the payment terms in Section IV.B.

V. *Waiver*. Walmart, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief

under any of the following laws of the State of Texas for the restructuring of its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the "Texas Statutes"), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement, in each case until ninety (90) days after Walmart satisfies the payment terms in Section IV.B. The foregoing waiver and relinquishment includes, without limitation, until ninety (90) days after Walmart satisfies the payment terms in Section IV.B, Walmart's rights to execute a divisional merger or equivalent transaction or restructuring related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

W. *Modification, Amendment, Alteration.* In the event the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, or Walmart concludes prior to December 1, 2022 that technical corrections are required to this Agreement, the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General shall meet and confer and make such amendments as they agree are appropriate. Except as otherwise provided in this Agreement, after the State Participation Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Walmart, along with the signatures of at least two-thirds of the Settling States along with a representation from each such Settling State that either: (1) the Advisory Committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions; or (2) in States without any Advisory Committee, that 50.1% (by population) of the Participating Subdivisions expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

X. *Termination*.

1. Unless otherwise agreed to by Walmart and the Settling State in question, this Agreement or the Consent Judgment as to that Settling State and all of its terms (except Section XII.P and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the

Agreement shall become null and void and of no effect, only 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 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 for whatever reason pursuant to Section XII.X.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 Walmart and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

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

3. Unless Walmart 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 after the Payout Amount in Payment Year 6 is paid, *provided* that Walmart has performed its payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Section XII.X.3 or in this Agreement, all releases under this Agreement will remain effective in perpetuity.

Y. *Governing Law.* Except (1) as otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of each

Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Walmart or against which Walmart is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

EXHIBIT A

Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1: 17-md-2804 (N.D. Ohio) provide non-exclusive examples of Alleged Harms:

1. Expert report of G. Caleb Alexander, dated April 16, 2021.

2. Expert report of David Cutler, dated April 16, 2021; supplemental expert report of David Cutler, dated April 21, 2021; and second supplemental expert report of David Cutler, dated May 10, 2021.

3. Expert report of David Herzberg, dated April 16, 2021.

4. Expert report of Katherine M. Keyes, Ph.D., dated April 16, 2021; supplemental expert report of Katherine M. Keyes, Ph.D, dated June 2, 2021.

5. Expert report of Dr. Anna Lembke, dated April 16, 2021.

6. Expert report of Harvey Rosen, dated April 16, 2021.

7. Expert report of Nancy Young, dated April 16, 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 Walmart 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 Walmart dated November 14, 2022.

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: [●]. The initial Participating Subdivision Members are: [●]. Until the Effective Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Effective 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 unless and until a Member withdraws or resigns from the Committee.

(4) Resignation

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

(5) Removal

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

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

(6) Vacancies

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

(7) Compensation

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

ARTICLE IV
Conflicts of Interest and Code of Ethics

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

ARTICLE V
Committee Meetings

(1) Place of Meetings

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

(2) Regular Meetings

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

(3) Notice of Meetings

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

(4) Quorum

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

(5) Voting and Proxy

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

(6) Minutes

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

ARTICLE VI
Officers

(1) Roster of Officers

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

(2) Election and Removal of Officers

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

(3) Vacancies

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

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Committee. The Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

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

(6) Secretary

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

(7) Records

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

(8) Resignation

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

ARTICLE VII
Duties

(1) Prior to the Effective Date

The Committee shall be responsible for any additional negotiations with Walmart, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement, except that any additional negotiations related to the Injunctive Relief Terms (Exhibit P) shall be handled by the States Injunctive Relief Committee in accordance with the terms of Exhibit P.

(2) After the Effective 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 [●] of the Agreement. Members may engage with Walmart, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Walmart, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII
Rules of Procedure

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

ARTICLE IX
Operations

(1) Records

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

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

(2) Inspection of Books and Records

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

(3) Amendments

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

EXHIBIT C

Litigating Subdivisions Exhibit

1. Alabaster, City of, Alabama
2. Albertville, City of, Alabama
3. Arab, City of, Alabama
4. Ashville, City of, Alabama
5. Athens, City of, Alabama
6. Attalla, City of, Alabama
7. Auburn, City of, Alabama
8. Baldwin, County of, Alabama
9. Bay Minette, City of, Alabama
10. Bessemer, City of, Alabama
11. Bibb, County of, Alabama
12. Birmingham, City of, Alabama
13. Boaz, City of, Alabama
14. Brewton, City of, Alabama
15. Bridgeport, City of, Alabama
16. Brookwood, Town of, Alabama
17. Butler, County of, Alabama
18. Calera, City of, Alabama
19. Calhoun, County of, Alabama
20. Camp Hill, Town of, Alabama
21. Cedar Bluff, Town of, Alabama
22. Centre, City of, Alabama
23. Centreville, City of, Alabama
24. Cherokee, Town of, Alabama
25. Cherokee, County of, Alabama
26. Childersburg, City of, Alabama
27. Chilton, County of, Alabama
28. Clanton, City of, Alabama
29. Coffee, County of, Alabama
30. Columbiana, City of, Alabama
31. Cordova, City of, Alabama
32. Cullman, City of, Alabama
33. Cullman, County of, Alabama
34. Dadeville, City of, Alabama
35. Dallas, County of, Alabama
36. Daphne, City of, Alabama
37. Decatur, City of, Alabama
38. Demopolis, City of, Alabama
39. Dora, City of, Alabama
40. Double Springs, Town of, Alabama
41. Douglas, Town of, Alabama
42. East Brewton, City of, Alabama
43. Elmore, County of, Alabama
44. Enterprise, City of, Alabama
45. Fairhope, City of, Alabama
46. Fayette, City of, Alabama
47. Fayette, County of, Alabama / Fayette, (Sheriff of) County of, Alabama
48. Florence, City of, Alabama
49. Foley, City of, Alabama
50. Fort Deposit, Town of, Alabama
51. Fort Payne, City of, Alabama
52. Fultondale, City of, Alabama
53. Gadsden, City of, Alabama
54. Geraldine, Town of, Alabama
55. Gilbertown, Town of, Alabama
56. Grant, Town of, Alabama
57. Graysville, City of, Alabama
58. Guin, City of, Alabama
59. Gulf Shores, City of, Alabama
60. Guntersville, City of, Alabama
61. Haleyville, City of, Alabama
62. Hamilton, City of, Alabama
63. Hartselle, City of, Alabama
64. Helena, City of, Alabama
65. Henagar, City of, Alabama

66. Homewood, City of, Alabama
67. Hueytown, City of, Alabama
68. Huntsville, City of, Alabama
69. Irondale, City of, Alabama
70. Jackson, County of, Alabama
71. Jacksonville, City of, Alabama
72. Jasper, City of, Alabama
73. Jefferson, County of, Alabama/ Jefferson, (Sheriff of) County of, Alabama
74. Jefferson County Board of Health, Alabama
75. Lamar, County of, Alabama
76. Lauderdale, County of, Alabama
77. Lawrence, County of, Alabama
78. Leesburg, Town of, Alabama
79. Lincoln, City of, Alabama
80. Loxley, Town of, Alabama
81. Madison, County of, Alabama
82. Marengo, County of, Alabama
83. Marion, County of, Alabama
84. Marshall, County of, Alabama
85. Millbrook, City of, Alabama
86. Mobile, City of, Alabama
87. Mobile, County of, Alabama
88. Moody, City of, Alabama
89. Morgan, County of, Alabama
90. Moulton, City of, Alabama
91. Mountain Brook, City of, Alabama
92. Munford, Town of, Alabama
93. Nauvoo, Town of, Alabama
94. New Hope, City of, Alabama
95. Northport, City of, Alabama
96. Oakman, City of, Alabama
97. Opelika, City of, Alabama
98. Opp, City of, Alabama
99. Ozark, City of, Alabama
100. Parrish, City of, Alabama
101. Pelham, City of, Alabama
102. Phenix City, City of, Alabama
103. Pickens, County of, Alabama
104. Piedmont, City of, Alabama
105. Pike, County of, Alabama
106. Pleasant Grove, City of, Alabama
107. Prichard, City of, Alabama
108. Ragland, Town of, Alabama
109. Rainbow City, City of, Alabama
110. Randolph, County of, Alabama
111. Roanoke, City of, Alabama
112. Robertsdale, City of, Alabama
113. Saraland, City of, Alabama
114. Scottsboro, City of, Alabama
115. Selma, City of, Alabama
116. Semmes, City of, Alabama
117. Sipsey, City of, Alabama
118. Slocomb, City of, Alabama
119. Spanish Fort, City of, Alabama
120. Springville, City of, Alabama
121. Sumiton, City of, Alabama
122. Summerdale, Town of, Alabama
123. Sylacauga, City of, Alabama
124. Talladega, County of, Alabama
125. Tallapoosa, County of, Alabama
126. Thomasville, City of, Alabama
127. Troy, City of, Alabama
128. Trussville, City of, Alabama
129. Tuscaloosa, County of, Alabama
130. Vernon, City of, Alabama
131. Vestavia Hills, City of, Alabama
132. Walker, County of, Alabama
133. West Blocton, Town of, Alabama

134. Wetumpka, City of, Alabama
135. Winfield, City of, Alabama
136. Winston, County of, Alabama
137. Woodville, Town of, Alabama
138. Arizona Municipal Risk Retention Pool, Arizona
139. Cochise, County of, Arizona
140. Kingman, City of, Arizona
141. Maricopa, County of, Arizona
142. Mohave, County of, Arizona
143. Phoenix, City of, Arizona
144. Pinal, County of, Arizona
145. Prescott, City of, Arizona
146. Jefferson, County of, Arkansas
147. Pulaski, County of, Arkansas
148. Amador, County of, California,
149. Board of Education of the Pleasant Valley School District, California
150. Butte, County of, California
151. Calaveras, County of, California
152. Chico, City of, California
153. Chula Vista, City of, California
154. Clearlake, City of, California
155. Del Norte, County of, California
156. El Dorado, County of, California
157. Fresno, County of, California
158. Huntington Beach, City of, California
159. Imperial, County of, California
160. Inyo, County of, California
161. Laguna Beach, City of, California
162. Lakeport, City of, California
163. Lassen, County of, California
164. Lassen County Office of Education, California
165. Madera, County of, California
166. Mariposa, County of, California
167. Mendocino, County of, California
168. Merced, County of, California
169. Modoc, County of, California
170. Mono, County of, California
171. Monterey, County of, California
172. Nevada, County of, California
173. Placer, County of, California
174. Plumas, County of, California
175. Riverside, County of, California
176. Sacramento, County of, California
177. San Bernardino, County of, California
178. San Diego, County of, California
179. San Jose, City of, California
180. San Leandro Unified School District, California
181. San Luis Obispo, County of, California
182. Santa Clara, County of, California
183. Shasta, County of, California
184. Siskiyou, County of, California
185. Susanville Elementary School District, California
186. Sutter, County of, California
187. Tehama, County of, California
188. Trinity, County of, California
189. Tulare, County of, California
190. Tuolumne, County of, California

191. Yolo, County of, California
192. Yuba, County of, California
193. Adams, County of, Colorado
194. Brighton, City of, Colorado
195. Conejos, County of, Colorado
196. Federal Heights, City of, Colorado
197. Greeley, City of, Colorado
198. Jefferson, County of, Colorado
199. Lakewood, City of, Colorado
200. Mesa, County of, Colorado
201. Pueblo, County of, Colorado
202. Sheridan, City of, Colorado
203. Thornton, City of, Colorado
204. Beacon Falls, Town of, Connecticut
205. Berlin, Town of, Connecticut
206. Bethlehem, Town of, Connecticut
207. Bridgeport, City of, Connecticut
208. Bristol, City of, Connecticut
209. Coventry, Town of, Connecticut
210. East Hartford, Town of, Connecticut
211. Enfield, Town of, Connecticut
212. Fairfield, Town of, Connecticut
213. Middlebury, Town of, Connecticut
214. Middletown, City of, Connecticut
215. Milford, City of, Connecticut
216. Monroe, Town of, Connecticut
217. Naugatuck, Borough of, Connecticut
218. New Milford, Town of, Connecticut
219. Newtown, Town of, Connecticut
220. North Haven, Town of, Connecticut
221. Norwich, City of, Connecticut
222. Oxford, Town of, Connecticut
223. Prospect, Town of, Connecticut
224. Roxbury, Town of, Connecticut
225. Seymour, Town of, Connecticut
226. Shelton, City of, Connecticut
227. Southbury, Town of, Connecticut
228. Southington, Town of, Connecticut
229. Stratford, Town of, Connecticut
230. Thomaston, Town of, Connecticut
231. Tolland, Town of, Connecticut
232. Torrington, City of, Connecticut
233. Waterbury, City of, Connecticut
234. West Haven, City of, Connecticut
235. Wethersfield, Town of, Connecticut
236. Windham, Town of, Connecticut
237. Wolcott, Town of, Connecticut
238. Woodbury, Town of, Connecticut
239. Sussex, County of, Delaware
240. Alachua, County of, Florida
241. Apopka, City of, Florida
242. Bay, County of, Florida
243. Bradenton, City of, Florida
244. Bradford, County of, Florida
245. Brevard, County of, Florida
246. Broward, County of, Florida
247. Clay, County of, Florida

248. Clearwater, City of, Florida
249. Coconut Creek, City of, Florida
250. Coral Springs, City of, Florida
251. Daytona Beach, City of, Florida
252. Daytona Beach Shores, City of, Florida
253. Deerfield Beach, City of, Florida
254. Deltona, City of, Florida
255. Dixie, County of, Florida
256. Eatonville, Town of, Florida
257. Escambia, County of, Florida
258. Florida City, City of, Florida
259. Fort Lauderdale, City of, Florida
260. Fort Pierce, City of, Florida
261. Gilchrist, County of, Florida
262. Hallandale Beach, City of, Florida
263. Hamilton, County of, Florida
264. Homestead, City of, Florida
265. Jackson, County of, Florida
266. Lake, County of, Florida
267. Lauderhill, City of, Florida
268. Lee, County of, Florida
269. Leon, County of, Florida
270. Levy, County of, Florida
271. Lynn Haven, City of, Florida
272. Manatee, County of, Florida
273. Marion, County of, Florida
274. Miami Gardens, City of, Florida
275. Miami-Dade, County of, Florida
276. Miami-Dade County School Board, Florida
277. Miramar, City of, Florida
278. Monroe, County of, Florida
279. New Port Richey, City of, Florida
280. Niceville, City of, Florida
281. North Miami, City of, Florida
282. Ocala, City of, Florida
283. Ocoee, City of, Florida
284. Okaloosa, County of, Florida
285. Orange, County of, Florida
286. Orlando, City of, Florida
287. Ormond Beach, City of, Florida
288. Osceola, County of, Florida
289. Oviedo, City of, Florida
290. Palatka, City of, Florida
291. Palm Bay, City of, Florida
292. Palm Beach, County of, Florida
293. Palmetto, City of, Florida
294. Panama City, City of, Florida
295. Pasco, County of, Florida
296. Pembroke Pines, City of, Florida
297. Pensacola, City of, Florida
298. Pinellas, County of, Florida
299. Pinellas Park, City of, Florida
300. Pompano Beach, City of, Florida
301. Port St. Lucie, City of, Florida
302. Putnam, County of, Florida
303. Putnam County School Board, Florida
304. Sanford, City of, Florida
305. Santa Rosa, County of, Florida
306. Sarasota, City of, Florida
307. Seminole, County of, Florida
308. St. Augustine, City of, Florida
309. St. Johns, County of, Florida
310. St. Lucie, County of, Florida
311. St. Petersburg, City of, Florida
312. Suwannee, County of, Florida
313. Sweetwater, City of, Florida
314. Tallahassee, City of, Florida
315. Taylor, County of, Florida
316. Union, County of, Florida
317. Volusia, County of, Florida
318. Walton, County of, Florida

319. Albany, City of, Georgia
320. Appling, County of, Georgia/ Appling, (Sheriff of) County of, Georgia
321. Athens-Clarke, County Unified Government, Georgia
322. Atlanta, City of, Georgia
323. Augusta, County of, Georgia
324. Bainbridge, City of, Georgia
325. Baldwin, County of, Georgia/ Baldwin, (Sheriff of) County of, Georgia
326. Banks, County of, Georgia
327. Bartow, County of, Georgia
328. Ben Hill, County of, Georgia
329. Bibb, County of, Georgia/ Bibb, (Sheriff of) County of, Georgia
330. Brantley, County of, Georgia
331. Bulloch, County of, Georgia
332. Burke, County of, Georgia
333. Butts, County of, Georgia
334. Camden, County of, Georgia
335. Candler, County of, Georgia
336. Carroll, County of, Georgia
337. Catoosa, County of, Georgia
338. Charlton, County of, Georgia
339. Cherokee, County of, Georgia
340. Clay, County of, Georgia
341. Clayton, County of, Georgia
342. Clinch, County of, Georgia
343. Cobb, County of, Georgia
344. Coffee, (Sheriff of) County of, Georgia
345. Columbia, County of, Georgia
346. Columbus, City of, Georgia
347. Cook, County of, Georgia
348. Crisp, County of, Georgia/ Crisp, (Sheriff of) County of, Georgia
349. Dade, County of, Georgia
350. Dawson, County of, Georgia
351. Decatur, County of, Georgia
352. DeKalb, County of, Georgia
353. Dooly, County of, Georgia
354. Dougherty, County of, Georgia
355. Early, County of, Georgia
356. Effingham, County of, Georgia
357. Elbert, County of, Georgia
358. Emanuel, County of, Georgia
359. Evans, County of, Georgia
360. Fayette, County of, Georgia
361. Fitzgerald, City of, Georgia
362. Forsyth, County of, Georgia
363. Fulton, County of, Georgia
364. Gainesville, City of, Georgia
365. Glascock, County of, Georgia
366. Glynn, County of, Georgia/ Glynn, (Sheriff of) County of, Georgia
367. Grady, County of, Georgia
368. Greene, County of, Georgia
369. Gwinnett, County of, Georgia
370. Habersham, County of, Georgia
371. Hall, County of, Georgia
372. Hancock, County of, Georgia
373. Henry, County of, Georgia
374. Houston, County of, Georgia
375. Irwin, County of, Georgia
376. Jackson, County of, Georgia
377. Jasper, County of, Georgia
378. Jeff Davis, County of, Georgia/ Jeff Davis, (Sheriff of) County of, Georgia
379. Jefferson, County of, Georgia
380. Johnson, County of, Georgia
381. Jones, County of, Georgia
382. Laurens, County of, Georgia
383. Lee, County of, Georgia
384. Liberty, County of, Georgia
385. Lincoln, County of, Georgia
386. Long, County of, Georgia
387. Lowndes, County of, Georgia
388. Lumpkin, County of, Georgia

389. Macon-Bibb, Unified Government, County of, Georgia
390. Madison, County of, Georgia
391. McDuffie, County of, Georgia
392. McIntosh, County of, Georgia
393. Milledgeville, City of, Georgia
394. Monroe, County of, Georgia
395. Montgomery, County of, Georgia
396. Newton, County of, Georgia
397. Oconee, County of, Georgia
398. Oglethorpe, County of, Georgia
399. Pike, County of, Georgia
400. Polk, County of, Georgia
401. Pulaski, County of, Georgia
402. Rabun, County of, Georgia
403. Randolph, County of, Georgia
404. Rockdale, County of, Georgia
405. Rome, City of, Georgia
406. Savannah, City of, Georgia
407. Screven, County of, Georgia
408. Seminole, County of, Georgia
409. Spalding, County of, Georgia
410. Springfield, City of, Georgia
411. Stephens, County of, Georgia
412. Sumter, County of, Georgia
413. Taliaferro, County of, Georgia
414. Tattnall, County of, Georgia
415. Tift, County of, Georgia/ Tift, (Sheriff of) County of, Georgia
416. Tifton, City of, Georgia
417. Toombs, County of, Georgia
418. Towns, County of, Georgia
419. Troup, County of, Georgia
420. Twiggs, County of, Georgia
421. Union, County of, Georgia
422. Walton, County of, Georgia
423. Ware, County of, Georgia/ Ware, (Sheriff of) County of, Georgia
424. Warren, County of, Georgia
425. Washington, County of, Georgia
426. Wayne, County of, Georgia/ Wayne, (Sheriff of) County of, Georgia
427. Wilkes, County of, Georgia
428. Worth, County of, Georgia
429. Kaua'i, County of, Hawaii
430. Ada, County of, Idaho
431. Adams, County of, Idaho
432. Bingham, County of, Idaho
433. Blaine, County of, Idaho
434. Boise, County of, Idaho
435. Bonneville, County of, Idaho
436. Camas, County of, Idaho
437. Canyon, County of, Idaho
438. Caribou, County of, Idaho
439. Cassia, County of, Idaho
440. Elmore, County of, Idaho
441. Gooding, County of, Idaho
442. Latah, County of, Idaho
443. Minidoka, County of, Idaho
444. Owyhee, County of, Idaho
445. Payette, County of, Idaho
446. Boone, County of, Illinois
447. Bureau, County of, Illinois
448. Calhoun, County of, Illinois
449. Champaign, County of, Illinois
450. Chicago, City of, Illinois
451. Chicago Board of Education District No. 299, Illinois
452. Christian, County of, Illinois
453. Coles, County of, Illinois
454. Cook, County of, Illinois
455. Dekalb, County of, Illinois
456. Du Page, County of, Illinois
457. Effingham, County of, Illinois
458. Franklin, County of, Illinois
459. Harrisburg, City of, Illinois

460. Henry, County of, Illinois
461. Herrin, City of, Illinois
462. Jefferson, County of, Illinois
463. Jersey, County of, Illinois
464. Johnson, County of, Illinois
465. Kane, County of, Illinois
466. Kankakee, County of, Illinois
467. Kendall, County of, Illinois
468. Lawrence, County of, Illinois
469. Lee, County of, Illinois
470. Livingston, County of, Illinois
471. Logan, County of, Illinois
472. Macon, County of, Illinois
473. Macoupin, County of, Illinois
474. Marion, City of, Illinois
475. Marion, County of, Illinois
476. McHenry, County of, Illinois
477. Piatt, County of, Illinois
478. Princeton, City of, Illinois
479. Putnam, County of, Illinois
480. Rock Island, County of, Illinois
481. Rockford, City of, Illinois
482. Saline, County of, Illinois
483. Sangamon, County of, Illinois
484. Schuyler, County of, Illinois
485. Shelby, County of, Illinois
486. Stephenson, County of, Illinois
487. Union, County of, Illinois
488. West Frankfort, City of, Illinois
489. White, County of, Illinois
490. Will, County of, Illinois
491. Winnebago, County of, Illinois
492. Alexandria, City of, Indiana
493. Allen, County of, Indiana
494. Atlanta, Town of, Indiana
495. Beech Grove, City of, Indiana
496. Benton, County of, Indiana
497. Bloomington, City of, Indiana
498. Brownstown, Town of, Indiana
499. Chandler, Town of, Indiana
500. Connersville, City of, Indiana
501. Danville, Town of, Indiana
502. Delaware, County of, Indiana
503. Elwood, City of, Indiana
504. Evansville, City of, Indiana
505. Fishers, City of, Indiana
506. Fort Wayne, City of, Indiana
507. Franklin, City of, Indiana
508. Franklin, County of, Indiana
509. Gary, City of, Indiana
510. Greenwood, City of, Indiana
511. Hammond, City of, Indiana
512. Harrison, County of, Indiana
513. Howard, County of, Indiana
514. Huntington, City of, Indiana
515. Indianapolis, City of, Indiana
516. Jackson, County of, Indiana
517. Jasper, City of, Indiana
518. Jeffersonville, City of, Indiana
519. Jennings, County of, Indiana
520. Lafayette, City of, Indiana
521. Lake, County of, Indiana
522. LaPorte, County of, Indiana
523. Lawrence, County of, Indiana
524. Logansport, City of, Indiana
525. Madison, City of, Indiana
526. Madison, County of, Indiana
527. Marshall, County of, Indiana
528. Martinsville, City of, Indiana
529. Mooresville, Town of, Indiana
530. Morgan, County of, Indiana
531. Muncie, City of, Indiana
532. New Albany, City of, Indiana
533. New Castle, City of, Indiana
534. Noblesville, City of, Indiana
535. Plainfield, Town of, Indiana
536. Porter, County of, Indiana
537. Portland, City of, Indiana
538. Pulaski, County of, Indiana
539. Ripley, County of, Indiana
540. Scott, County of, Indiana

541. Seymour, City of, Indiana
542. Sheridan, Town of, Indiana
543. South Bend, City of, Indiana
544. South Bend Community School Corporation, Indiana
545. St. Joseph, County of, Indiana
546. Terre Haute, City of, Indiana
547. Tippecanoe, County of, Indiana
548. Upland, Town of, Indiana
549. Vanderburgh, County of, Indiana
550. Vigo, County of, Indiana
551. West Lafayette, City of, Indiana
552. Westfield, City of, Indiana
553. Zionsville, Town of, Indiana
554. Adair, County of, Iowa
555. Adams, County of, Iowa
556. Allamakee, County of, Iowa
557. Appanoose, County of, Iowa
558. Audubon, County of, Iowa
559. Benton, County of, Iowa
560. Black Hawk, County of, Iowa
561. Bremer, County of, Iowa
562. Buchanan, County of, Iowa
563. Buena Vista, County of, Iowa
564. Calhoun, County of, Iowa
565. Carroll, County of, Iowa
566. Cedar, County of, Iowa
567. Cerro Gordo, County of, Iowa
568. Cherokee, County of, Iowa
569. Chickasaw, County of, Iowa
570. Clay, County of, Iowa
571. Clayton, County of, Iowa
572. Clinton, County of, Iowa
573. Dallas, County of, Iowa
574. Delaware, County of, Iowa
575. Des Moines, County of, Iowa
576. Emmet, County of, Iowa
577. Fayette, County of, Iowa
578. Fremont, County of, Iowa
579. Hamilton, County of, Iowa
580. Hancock, County of, Iowa
581. Hardin, County of, Iowa
582. Harrison, County of, Iowa
583. Henry, County of, Iowa
584. Howard, County of, Iowa
585. Humboldt, County of, Iowa
586. Ida, County of, Iowa
587. Jasper, County of, Iowa
588. Johnson, County of, Iowa
589. Jones, County of, Iowa
590. Keokuk, County of, Iowa
591. Lee, County of, Iowa
592. Lyon, County of, Iowa
593. Madison, County of, Iowa
594. Mahaska, County of, Iowa
595. Marion, County of, Iowa
596. Mills, County of, Iowa
597. Mitchell, County of, Iowa
598. Monroe, County of, Iowa
599. Montgomery, County of, Iowa
600. Muscatine, County of, Iowa
601. O'Brien, County of, Iowa
602. Osceola, County of, Iowa
603. Plymouth, County of, Iowa
604. Pocahontas, County of, Iowa
605. Polk, County of, Iowa
606. Pottawattamie, County of, Iowa
607. Poweshiek, County of, Iowa
608. Sac, County of, Iowa
609. Scott, County of, Iowa
610. Shelby, County of, Iowa
611. Sioux, County of, Iowa
612. Tama, County of, Iowa
613. Taylor, County of, Iowa
614. Union, County of, Iowa
615. Webster, County of, Iowa
616. Winnebago, County of, Iowa
617. Winneshiek, County of, Iowa
618. Worth, County of, Iowa
619. Wright, County of, Iowa
620. Allen, County of, Kansas
621. Barber, County of, Kansas
622. Bourbon, County of, Kansas
623. Cherokee, County of, Kansas
624. Cowley, County of, Kansas

625. Crawford, County of, Kansas
626. Dickinson, County of, Kansas
627. Elk, County of, Kansas
628. Elkhart, City of, Kansas
629. Finney, County of, Kansas
630. Ford, County of, Kansas
631. Greenwood, County of, Kansas
632. Harvey, County of, Kansas
633. Johnson, County of, Kansas
634. Kansas, City of, Kansas
635. Leavenworth, County of, Kansas
636. Manter, City of, Kansas
637. Meade, County of, Kansas
638. Montgomery, County of, Kansas
639. Morton, County of, Kansas
640. Neosho, County of, Kansas
641. Overland Park, City of, Kansas
642. Pratt, County of, Kansas
643. Reno, County of, Kansas
644. Sedgwick, County of, Kansas
645. Seward, County of, Kansas
646. Stanton, County of, Kansas
647. Ulysses, City of, Kansas
648. Wabaunsee, County of, Kansas
649. Wichita, City of, Kansas
650. Wyandotte, County of, Kansas
651. Adair, (Fiscal Court of) County of, Kentucky
652. Anderson, (Fiscal Court of) County of, Kentucky
653. Bell, County of, Kentucky
654. Bellefonte, City of, Kentucky
655. Benham, City of, Kentucky
656. Boone, (Fiscal Court of) County of, Kentucky
657. Bourbon, (Fiscal Court of) County of, Kentucky
658. Boyd, (Fiscal Court of) County of, Kentucky
659. Boyle, (Fiscal Court of) County of, Kentucky
660. Breckinridge, (Fiscal Court of) County of, Kentucky
661. Buckhorn, City of, Kentucky
662. Campbell, (Fiscal Court of) County of, Kentucky
663. Christian, (Fiscal Court of) County of, Kentucky
664. Clark, (Fiscal Court of) County of, Kentucky
665. Covington, City of, Kentucky
666. Edmonson, (Fiscal Court of) County of, Kentucky
667. Estill, (Fiscal Court of) County of, Kentucky
668. Floyd, County of, Kentucky
669. Franklin, (Fiscal Court of) County of, Kentucky
670. Grant, (Fiscal Court of) County of, Kentucky
671. Green, (Fiscal Court of) County of, Kentucky
672. Greenup, (Fiscal Court of) City of, Kentucky
673. Hardin, (Fiscal Court of) County of, Kentucky
674. Harlan, (Fiscal Court of) County of, Kentucky
675. Henderson, (Fiscal Court of) County of, Kentucky
676. Hopkins, (Fiscal Court of) County of, Kentucky
677. Hyden, City of, Kentucky
678. Jenkins, City of, Kentucky
679. Jessamine, (Fiscal Court of) County of, Kentucky
680. Kenton, (Fiscal Court of) County of, Kentucky
681. Knott, County of, Kentucky
682. Knox, (Fiscal Court of) County of, Kentucky
683. Lawrence, County of, Kentucky
684. Letcher, (Fiscal Court of) County of, Kentucky

685. Lexington-Fayette, County of, Kentucky
686. Lincoln, (Fiscal Court of) County of, Kentucky
687. London, City of, Kentucky
688. Louisville/Jefferson, (Metro Government of) County of, Kentucky
689. Loyall, City of, Kentucky
690. Lynch, City of, Kentucky
691. Madison, (Fiscal Court of) County of, Kentucky
692. Manchester, City of, Kentucky
693. Marshall, (Fiscal Court of) County of, Kentucky
694. McCracken, County of, Kentucky
695. Meade, (Fiscal Court of) County of, Kentucky
696. Monroe, (Fiscal Court of) County of, Kentucky
697. Montgomery, (Fiscal Court of) County of, Kentucky
698. Morehead, City of, Kentucky
699. Ohio, (Fiscal Court of) County of, Kentucky
700. Oldham, (Fiscal Court of) County of, Kentucky
701. Owsley, (Fiscal Court of) County of, Kentucky
702. Paducah, City of, Kentucky
703. Perry, (Fiscal Court of) County of, Kentucky
704. Pike, County of, Kentucky
705. Pineville, City of, Kentucky
706. Pippa Passes, City of, Kentucky
707. Prestonsburg, City of, Kentucky
708. Pulaski, (Fiscal Court of) County of, Kentucky
709. Rowan, (Fiscal Court of) County of, Kentucky
710. Russell, City of, Kentucky
711. Scott, (Fiscal Court of) County of, Kentucky
712. Shelby, (Fiscal Court of) County of, Kentucky
713. South Shore, City of, Kentucky
714. Union, (Fiscal Court of) County of, Kentucky
715. Vanceburg, City of, Kentucky
716. Warren, County of, Kentucky
717. Wayne, (Fiscal Court of) County of, Kentucky
718. Whitesburg, City of, Kentucky
719. Whitley, (Fiscal Court of) County of, Kentucky
720. Worthington, City of, Kentucky
721. Alexandria, City of, Louisiana
722. Allen, Parish of, Louisiana/ Allen, (Sheriff of) Parish of, Louisiana
723. Ascension, Parish of, Louisiana/ Ascension, (Sheriff of) Parish of, Louisiana
724. Ascension Parish School Board Louisiana
725. Assumption, Parish of, Louisiana/ Assumption, (Police Jury of) Parish of, Louisiana/ Assumption, (Sheriff of) Parish of, Louisiana
726. Avoyelles, Parish of, Louisiana/ Avoyelles, (Sheriff of) Parish of, Louisiana
727. Baldwin, Town of, Louisiana
728. Bastrop, City of, Louisiana
729. Baton Rouge, City of, Louisiana
730. Beauregard, Parish of, Louisiana/ Beauregard,

(Police Jury) Parish of, Louisiana

731. Benton Fire Protection District No. 4, Louisiana
732. Berwick, Town of, Louisiana
733. Bogalusa, City of, Louisiana
734. Bossier, City of, Louisiana
735. Bossier, Parish of, Louisiana
736. Caddo, Parish of, Louisiana
737. Caddo Fire Protection District No. 1, Louisiana
738. Calcasieu, Parish of, Louisiana/ Calcasieu, (Sheriff of) Parish of, Louisiana/ Calcasieu, (Police Jury) Parish of, Louisiana
739. Caldwell, Parish of, Louisiana
740. Catahoula, Parish of, Louisiana/ Catahoula, (Sheriff of) Parish of, Louisiana
741. Claiborne, Parish of, Louisiana
742. Concordia, Parish of, Louisiana/ Concordia, (Sheriff of) Parish of, Louisiana
743. Delhi, Town of, Louisiana
744. DeSoto Fire Protection District No. 8, Louisiana
745. DeSoto Fire Protection District No. 9, Louisiana
746. Donaldsonville, City of, Louisiana
747. East Baton Rouge, Parish of, Louisiana/ East Baton Rouge, (Sheriff of), Parish of, Louisiana
748. East Carroll, Parish of, Louisiana/ East Carroll, (Sheriff of) Parish of, Louisiana
749. Eunice, City of, Louisiana
750. Evangeline, Parish of, Louisiana/ Evangeline, (Sheriff of) Parish of, Louisiana/ Evangeline, (Police Jury of) Parish of, Louisiana
751. Ferriday, Town of, Louisiana
752. Franklin, City of, Louisiana
753. Franklin, Parish of, Louisiana
754. Gramercy, Town of, Louisiana
755. Grant, Parish of, Louisiana/ Grant, (Sheriff of) Parish of, Louisiana
756. Iberia, Parish of, Louisiana/ Iberia, (Sheriff of) Parish of, Louisiana
757. Iberia Parish School Board, Louisiana
758. Jackson, Parish of, Louisiana
759. Jefferson Davis, Parish of, Louisiana/ Jefferson Davis, (Sheriff of) Parish of, Louisiana/ Jefferson Davis, (Police Jury of) Parish of, Louisiana
760. Jefferson, Parish of, Louisiana/ Jefferson, (Sheriff of) Parish of, Louisiana
761. Kenner City, City of, Louisiana
762. Lafayette, Parish of, Louisiana/ Lafayette (Sheriff of) Parish of, Louisiana
763. Lafourche, Parish of, Louisiana
764. Lafourche Parish School Board of Louisiana
765. Lake Charles, City of, Louisiana
766. Lake Providence, Town of, Louisiana
767. LaSalle, Parish of, Louisiana
768. Lutcher, Town of, Louisiana
769. Louisiana State University and Agricultural and Mechanical College, Louisiana

770. Madisonville, Town of, Louisiana
771. Mandeville, City of, Louisiana
772. Monroe, City of, Louisiana
773. Morehouse, Parish of, Louisiana/ Morehouse, (Sheriff of) Parish of, Louisiana
774. Natchitoches, Parish of, Louisiana
775. New Iberia, City of, Louisiana
776. New Roads, City of, Louisiana
777. Opelousas, City of, Louisiana
778. Orleans, Parish of, Louisiana/ Orleans, (Sheriff of) Parish of, Louisiana
779. Ouachita, Parish of, Louisiana/ Ouachita, (Sheriff of) Parish of, Louisiana/ Ouachita, (Police Jury) Parish of, Louisiana
780. Patterson, City of, Louisiana
781. Pearl River, Town of, Louisiana
782. Pineville, City of, Louisiana
783. Pointe Coupee, Parish of, Louisiana
784. Rapides, Parish of, Louisiana/ Rapides, (Sheriff of) Parish of, Louisiana/ Rapides, (District Attorney of) Parish of, Louisiana
785. Red River Fire Protection District, Louisiana
786. Red River, Parish of, Louisiana
787. Richland, Parish of, Louisiana/ Richland, (Sheriff of) Parish of, Louisiana
788. Richwood, Town of, Louisiana
789. Sabine, Parish of, Louisiana/ Sabine, (Sheriff of) Parish of, Louisiana/ Sabine, (Police Jury) Parish of, Louisiana
790. Shreveport, City of, Louisiana
791. Slidell, City of, Louisiana
792. St. Bernard, Parish of, Louisiana/ St. Bernard, (Sheriff of) Parish of, Louisiana
793. St. Bernard Parish School Board, Louisiana
794. St. Charles, Parish of, Louisiana/ St. Charles, (Sheriff of) Parish of, Louisiana
795. St. James, Parish of, Louisiana
796. St. James Parish School Board, Louisiana
797. St. John the Baptist, Parish of, City of, Louisiana
798. St. Landry, Parish of, Louisiana/ St. Landry, (Sheriff of) Parish of, Louisiana
799. St. Martin, Parish of, Louisiana
800. St. Martinville, City of, Louisiana
801. St. Mary, Parish of, Louisiana/ St. Mary, (Sheriff of) Parish of, Louisiana
802. St. Mary Parish School Board, Louisiana
803. St. Tammany, Parish of, Louisiana/ St. Tammany, (Sheriff of) Parish of, Louisiana/ St. Tammany, (Coroner's Office of) Parish of, Louisiana
804. St. Tammany Parish Fire District No. 1, Louisiana
805. St. Tammany Parish Fire District No. 2, Louisiana
806. St. Tammany Parish Fire District No. 3, Louisiana

807. St. Tammany Parish Fire District No. 4, Louisiana
808. St. Tammany Parish Fire District No. 5, Louisiana
809. St. Tammany Parish Fire District No. 12, Louisiana
810. St. Tammany Parish Fire District No. 13, Louisiana
811. Tensas, Parish of, Louisiana/ Tensas, (Sheriff of) Parish of, Louisiana
812. Union, Parish of, Louisiana
813. University System, Of, Louisiana
814. Vermillion, Parish of, Louisiana
815. Vernon, Parish of, Louisiana/ Vernon, (Sheriff of) Parish of, Louisiana
816. Washington, Parish of, Louisiana/ Washington, (Sheriff of) Parish of, Louisiana
817. Webster, Parish of, Louisiana
818. West Ascension Parish Hospital Service District, Louisiana
819. West Baton Rouge, Parish of, Louisiana
820. West Baton Rough Fire Protection District No. 1, Louisiana
821. West Carroll, Parish of, Louisiana/ West Carroll, (Sheriff of) Parish of, Louisiana
822. West Monroe, City of, Louisiana
823. Winn, Parish of, Louisiana/ Winn, (District Attorney of) Parish of, Louisiana
824. Androscoggin, County of, Maine
825. Aroostook, County of, Maine
826. Auburn, City of, Maine
827. Augusta, City of, Maine
828. Bangor, City of, Maine
829. Baltimore City Board of School Commissioners, Maine
830. Biddeford, City of, Maine
831. Board of Education of Bangor School Department, Maine
832. Board of Education of Cape Elizabeth School Department, Maine
833. Board of Education of Ellsworth School Department, Maine
834. Board of Education of Maine Regional School Unit ("RSU") 9, Maine
835. Board of Education of Maine RSU 10, Maine
836. Board of Education of Maine RSU 13, Maine
837. Board of Education of Maine RSU 25, Maine
838. Board of Education of Maine RSU 26, Maine
839. Board of Education of Maine RSU 29, Maine
840. Board of Education of Maine RSU 34, Maine
841. Board of Education of Maine RSU 40, Maine
842. Board of Education of Maine RSU 50, Maine
843. Board of Education of Maine RSU 57, Maine
844. Board of Education of Maine RSU 60, Maine
845. Board of Education of Maine RSU 71, Maine
846. Board of Education of Maine School Administrative District ("SAD") 6, Maine
847. Board of Education of Maine SAD 11, Maine
848. Board of Education of Maine SAD 15, Maine

849. Board of Education of Maine SAD 28/Five Town Central School District, Maine
850. Board of Education of Maine SAD 35, Maine
851. Board of Education of Maine SAD 44, Maine
852. Board of Education of Maine SAD 53, Maine
853. Board of Education of Maine SAD 55, Maine
854. Board of Education of Maine SAD 61, Maine
855. Board of Education of Maine SAD 72, Maine
856. Board of Education of Portland School, Maine
857. Board of Education of Scar Borough, Maine
858. Board of Education of South Portland, Maine
859. Board of Education of St. George, Maine
860. Board of Education of Waterville School Department, Maine
861. Board of Education of Rochester City School District, Maine
862. Board of Education of Minnetonka School District No. 276, Maine
863. Board of Education of Mason County Public Schools, Maine
864. Board of Education of East Aurora, School District 131, Maine
865. Board of Education of Thornton Township High Schools, District 205, Maine
866. Board of Education of Thornton Fractional Township High Schools, District 215, Maine
867. Board of Education of Joliet Township High School, District 204, Maine
868. Board of Education of Fayette County Public Schools, Maine
869. Board of Education of LaRue County Public Schools, Maine
870. Board of Education of Bullitt County Public Schools, Maine
871. Board of Education of Breathitt County Public Schools, Maine
872. Board of Education of Estill County Public Schools, Maine
873. Board of Education of Harrison County Public Schools, Maine
874. Board of Education of Hart County Public Schools, Maine
875. Board of Education of Jefferson County Public School, Maine
876. Board of Education of Johnson County Public School District, Maine
877. Board of Education of Lawrence County Public Schools, Maine
878. Board of Education of Martin County Public Schools, Maine
879. Board of Education of Menifee County Public Schools, Maine
880. Board of Education of Owsley County Public Schools, Maine
881. Board of Education of Wolfe County Public Schools, Maine

882. Board of Education of Ellsworth School Department, Maine
883. Board of Education of Goshen School District, Maine
884. Board of Education of Kearsarge Regional School Unit-School Administrative Unit 65, Maine
885. Board of Education of Lebanon School District, Maine
886. Board of Education of Pittsfield School District, Maine
887. Board of Education of Tamworth School District, Maine
888. Calais, City of, Maine
889. Cumberland, County of, Maine
890. Kennebec, County of, Maine
891. Knox, County of, Maine
892. Lewiston, City of, Maine
893. Lincoln, County of, Maine
894. Penobscot, County of, Maine
895. Portland, City of, Maine
896. Rockland, City of, Maine
897. Saco, City of, Maine
898. Sagadahoc, County of, Maine
899. Sanford, City of, Maine
900. Somerset, County of, Maine
901. Waldo, County of, Maine
902. Washington, County of, Maine
903. Waterville, City of, Maine
904. York, County of, Maine
905. Aberdeen, City of, Maryland
906. Allegany, County of, Maryland
907. Bel Air, City of, Maryland
908. Berlin, City of, Maryland
909. Bowie, City of, Maryland
910. Calvert, County of, Maryland
911. Cambridge, City of, Maryland
912. Caroline, County of, Maryland
913. Cecil, County of, Maryland
914. Charles, County of, Maryland
915. Charlestown, City of, Maryland
916. Cumberland, City of, Maryland
917. Dorchester, County of, Maryland
918. Frederick, City of, Maryland
919. Frederick, County of, Maryland
920. Frostburg, City of, Maryland
921. Garrett, County of, Maryland
922. Grantsville, Town of, Maryland
923. Hagerstown, City of, Maryland
924. Harford, County of, Maryland
925. Havre De Grace, City of, Maryland
926. Laurel, City of, Maryland
927. Mountain Lake Park, City of, Maryland
928. North East, City of, Maryland
929. Oakland, City of, Maryland
930. Perryville, City of, Maryland
931. Prince George's, County of, Maryland
932. Rockville, City of, Maryland
933. Seat Pleasant, City of, Maryland
934. Somerset, County of, Maryland
935. St. Mary's, County of, Maryland
936. Talbot, County of, Maryland
937. Vienna, City of, Maryland
938. Washington, County of, Maryland
939. Westminster, City of, Maryland

940. Wicomico, County of, Maryland
941. Acushnet, City of, Massachusetts
942. Agawam, City of, Massachusetts
943. Amesbury, City of, Massachusetts
944. Aquinnah, Town of, Massachusetts
945. Athol, Town of, Massachusetts
946. Auburn, Town of, Massachusetts
947. Ayer, Town of, Massachusetts
948. Barnstable, County of, Massachusetts
949. Belchertown, Town of, Massachusetts
950. Beverly, City of, Massachusetts
951. Billerica, Town of, Massachusetts
952. Brewster, Town of, Massachusetts
953. Bridgewater, Town of, Massachusetts
954. Brockton, City of, Massachusetts
955. Brookline, Town of, Massachusetts
956. Cambridge, City of, Massachusetts
957. Canton, Town of, Massachusetts
958. Carver, Town of, Massachusetts
959. Charlton, Town of, Massachusetts
960. Chelmsford, Town of, Massachusetts
961. Chicopee, City of, Massachusetts
962. Clarksburg, Town of, Massachusetts
963. Clinton, Town of, Massachusetts
964. Danvers, Town of, Massachusetts
965. Dedham, Town of, Massachusetts
966. Dennis, Town of, Massachusetts
967. Douglas, Town of, Massachusetts
968. Dudley, Town of, Massachusetts
969. East Bridgewater, Town of, Massachusetts
970. Eastham, Town of, Massachusetts
971. Easthampton, City of, Massachusetts
972. Easton, Town of, Massachusetts
973. Everett, City of, Massachusetts
974. Fairhaven, Town of, Massachusetts
975. Falmouth, Town of, Massachusetts
976. Fitchburg, City of, Massachusetts
977. Framingham, City of, Massachusetts
978. Freetown, Town of, Massachusetts
979. Georgetown, Town of, Massachusetts
980. Gloucester, City of, Massachusetts
981. Grafton, Town of, Massachusetts
982. Greenfield, City of, Massachusetts
983. Hanson, Town of, Massachusetts
984. Haverhill, City of, Massachusetts
985. Holliston, Town of, Massachusetts

986. Holyoke, City of, Massachusetts
987. Hopedale, Town of, Massachusetts
988. Hull, Town of, Massachusetts
989. Kingston, Town of, Massachusetts
990. Lakeville, Town of, Massachusetts
991. Leicester, Town of, Massachusetts
992. Leominster, City of, Massachusetts
993. Leverett, Town of, Massachusetts
994. Longmeadow, Town of, Massachusetts
995. Lowell, City of, Massachusetts
996. Ludlow, Town of, Massachusetts
997. Lunenburg, Town of, Massachusetts
998. Lynn, City of, Massachusetts
999. Lynnfield, Town of, Massachusetts
1000. Malden, City of, Massachusetts
1001. Marblehead, Town of, Massachusetts
1002. Marshfield, Town of, Massachusetts
1003. Mashpee, Town of, Massachusetts
1004. Mattapoisett, Town of, Massachusetts
1005. Medford, City of, Massachusetts
1006. Melrose, City of, Massachusetts
1007. Methuen, City of, Massachusetts
1008. Middleborough, Town of, Massachusetts
1009. Milford, Town of, Massachusetts
1010. Millbury, Town of, Massachusetts
1011. Millis, Town of, Massachusetts
1012. Natick, Town of, Massachusetts
1013. New Bedford, City of, Massachusetts
1014. Newburyport, City of, Massachusetts
1015. North Adams, City of, Massachusetts
1016. North Andover, Town of, Massachusetts
1017. North Attleborough, Town of, Massachusetts
1018. North Reading, Town of, Massachusetts
1019. Northampton, City of, Massachusetts
1020. Northbridge, Town of, Massachusetts
1021. Norton, Town of, Massachusetts
1022. Norwell, Town of, Massachusetts
1023. Norwood, Town of, Massachusetts
1024. Orange, Town of, Massachusetts
1025. Oxford, Town of, Massachusetts
1026. Palmer, Town of, Massachusetts
1027. Peabody, City of, Massachusetts
1028. Pembroke, Town of, Massachusetts
1029. Pittsfield, City of, Massachusetts
1030. Plainville, Town of, Massachusetts
1031. Plymouth, Town of, Massachusetts
1032. Provincetown, Town of, Massachusetts

1033. Randolph, Town of, Massachusetts
1034. Rehoboth, Town of, Massachusetts
1035. Rockland, Town of, Massachusetts
1036. Salem, City of, Massachusetts
1037. Salisbury, Town of, Massachusetts
1038. Sandwich, Town of Massachusetts
1039. Scituate, Town of, Massachusetts
1040. Seekonk, Town of, Massachusetts
1041. Sheffield, Town of, Massachusetts
1042. Shirley, Town of, Massachusetts
1043. Somerset, Town of, Massachusetts
1044. South Hadley, Town of, Massachusetts
1045. Southbridge Town, City of, Massachusetts
1046. Spencer, Town of, Massachusetts
1047. Springfield, City of, Massachusetts
1048. Stoneham, Town of, Massachusetts
1049. Stoughton, Town of, Massachusetts
1050. Sturbridge, Town of, Massachusetts
1051. Sudbury, Town of, Massachusetts
1052. Sutton, Town of, Massachusetts
1053. Swampscott, Town of, Massachusetts
1054. Templeton, Town of, Massachusetts
1055. Tewksbury, Town of, Massachusetts
1056. Truro, Town of, Massachusetts
1057. Tyngsborough, Town of, Massachusetts
1058. Upton, Town of, Massachusetts
1059. Wakefield, Town of, Massachusetts
1060. Walpole, Town of, Massachusetts
1061. Ware, Town of, Massachusetts
1062. Warren, Town of, Massachusetts
1063. Watertown, Town of, Massachusetts
1064. Wellfleet, Town of, Massachusetts
1065. West Boylston, Town of, Massachusetts
1066. West Bridgewater, Town of, Massachusetts
1067. West Springfield, Town of, Massachusetts
1068. Westborough, Town of, Massachusetts
1069. Westford, Town of, Massachusetts
1070. Williamsburg, Town of, Massachusetts
1071. Wilmington, Town of, Massachusetts
1072. Winchendon, Town of, Massachusetts
1073. Woburn, City of, Massachusetts
1074. Worcester, City of, Massachusetts
1075. Alcona, County of, Michigan
1076. Alger, County of, Michigan
1077. Alpena, County of, Michigan
1078. Antrim, County of, Michigan
1079. Arenac, County of, Michigan
1080. Baraga, County of, Michigan
1081. Benzie, County of, Michigan
1082. Berrien, County of, Michigan

1083. Branch, County of, Michigan
1084. Calhoun, County of, Michigan
1085. Canton, Charter Township of, Michigan
1086. Cass, County of, Michigan
1087. Charlevoix, County of, Michigan
1088. Chippewa, County of, Michigan
1089. Clinton, County of, Michigan
1090. Clinton, Charter Township of, Michigan
1091. Crawford, County of, Michigan
1092. Delta, County of, Michigan
1093. Detroit, City of, Michigan
1094. Dickinson, County of, Michigan
1095. East Lansing, City of, Michigan
1096. Eaton, County of, Michigan
1097. Escanaba, City of, Michigan
1098. Genesee, County of, Michigan
1099. Grand Rapids, City of, Michigan
1100. Grand Traverse, County of, Michigan
1101. Gratiot, County of, Michigan
1102. Hillsdale, County of, Michigan
1103. Houghton, County of, Michigan
1104. Huron, Charter Township of, Michigan
1105. Ingham, County of, Michigan
1106. Ionia, County of, Michigan
1107. Iosco, County of, Michigan
1108. Iron, County of, Michigan
1109. Iron Mountain, City of, Michigan
1110. Isabella, County of, Michigan
1111. Jackson, City of, Michigan
1112. Kalamazoo, County of, Michigan
1113. Kent, County of, Michigan
1114. Lake, County of, Michigan
1115. Lansing, City of, Michigan
1116. Leelanau, County of, Michigan
1117. Lenawee, County of, Michigan
1118. Livingston, County of, Michigan
1119. Livonia, City of, Michigan
1120. Luce, County of, Michigan
1121. Macomb, County of, Michigan
1122. Manistee, County of, Michigan
1123. Marquette, County of, Michigan
1124. Mason, County of, Michigan
1125. Monroe, County of, Michigan
1126. Montcalm, County of, Michigan
1127. Montmorency, County of, Michigan
1128. Muskegon, County of, Michigan
1129. Newaygo, County of, Michigan
1130. Northville, Charter Township of, Michigan
1131. Oceana, County of, Michigan
1132. Ogemaw, County of, Michigan
1133. Ontonagon, County of, Michigan
1134. Osceola, County of, Michigan
1135. Otsego, County of, Michigan
1136. Pittsfield, Charter Township of, Michigan
1137. Pontiac, City of, Michigan
1138. Presque Isle, County of, Michigan
1139. Romulus, City of, Michigan
1140. Roscommon, County of, Michigan

1141. Saginaw, County of, Michigan
1142. Sanilac, County of, Michigan
1143. Sault Ste. Marie, City of, Michigan
1144. Shiawassee, County of, Michigan
1145. St. Clair, County of, Michigan
1146. Traverse, City of, Michigan
1147. Tuscola, County of, Michigan
1148. Van Buren, Charter Township of, Michigan
1149. Washtenaw, County of, Michigan
1150. Wayne, City of, Michigan
1151. Westland, City of, Michigan
1152. Wexford, County of, Michigan
1153. Anoka, County of, Minnesota
1154. Big Stone, County of, Minnesota
1155. Dakota, County of, Minnesota
1156. Douglas, County of, Minnesota
1157. Itasca, County of, Minnesota
1158. McLeod, County of, Minnesota
1159. Meeker, County of, Minnesota
1160. Morrison, County of, Minnesota
1161. Mower, County of, Minnesota
1162. St. Paul, City of, Minnesota
1163. St. Louis, County of, Minnesota
1164. Washington, County of, Minnesota
1165. Winona, County of, Minnesota
1166. Adams, County of, Mississippi
1167. Amite, County of, Mississippi
1168. Amory, City of, Mississippi
1169. Arcola, Town of, Mississippi
1170. Bolivar, County of, Mississippi
1171. Brookhaven, City of, Mississippi
1172. Centreville, Town of, Mississippi
1173. Clarksdale, City of, Mississippi
1174. Columbia, City of, Mississippi
1175. Covington, County of, Mississippi
1176. DeSoto, County of, Mississippi
1177. Forrest, County of, Mississippi
1178. Greenwood, City of, Mississippi
1179. Grenada, City of, Mississippi
1180. Grenada, County of, Mississippi
1181. Gulfport, City of, Mississippi
1182. Harrison, County of, Mississippi
1183. Hattiesburg, City of, Mississippi
1184. Hinds, County of, Mississippi
1185. Holly Springs, City of, Mississippi
1186. Indianola, City of, Mississippi
1187. Issaquena, County of, Mississippi
1188. Iuka, City of, Mississippi
1189. Jackson, County of, Mississippi
1190. Jonestown, Town of, Mississippi
1191. Lafayette, County of, Mississippi
1192. Laurel, City of, Mississippi

1193. Leflore, County of, Mississippi
1194. Lincoln, County of, Mississippi
1195. Long Beach, City of, Mississippi
1196. Lumberton, City of, Mississippi
1197. Madison, County of, Mississippi
1198. Marion, County of, Mississippi
1199. Marshall, County of, Mississippi
1200. Meridian, City of, Mississippi
1201. Monroe, County of, Mississippi
1202. Mound Bayou, City of, Mississippi
1203. Neshoba, County of, Mississippi
1204. New Albany, City of, Mississippi
1205. Pascagoula, City of, Mississippi
1206. Pearl River, County of, Mississippi
1207. Philadelphia, City of, Mississippi
1208. Prentiss, County of, Mississippi
1209. Scott, County of, Mississippi
1210. Stone, County of, Mississippi
1211. Summit, Town of, Mississippi
1212. Sunflower, County of, Mississippi
1213. Tippah, County of, Mississippi
1214. Union, County of, Mississippi
1215. Washington, County of, Mississippi
1216. Wiggins, City of, Mississippi
1217. Audrain, County of, Missouri
1218. Barry, County of, Missouri
1219. Barton, County of, Missouri
1220. Boone, County of, Missouri
1221. Buchanan, County of, Missouri
1222. Butler, County of, Missouri
1223. Callaway, County of, Missouri
1224. Camden, County of, Missouri
1225. Cape Girardeau, County of, Missouri
1226. Cass, County of, Missouri
1227. Chariton, County of, Missouri
1228. Christian, County of, Missouri
1229. Clinton, County of, Missouri
1230. Cole, County of, Missouri
1231. Crawford, County of, Missouri
1232. Dent, County of, Missouri
1233. Douglas, County of, Missouri
1234. Dunklin, County of, Missouri
1235. Franklin, County of, Missouri
1236. Gasconade, County of, Missouri
1237. Greene, County of, Missouri
1238. Harrisonville, City of, Missouri
1239. Henry, County of, Missouri
1240. Howell, County of, Missouri
1241. Independence, City of, Missouri
1242. Iron, County of, Missouri
1243. Jackson, County of, Missouri
1244. Jasper, County of, Missouri
1245. Jefferson, County of, Missouri
1246. Johnson, County of, Missouri
1247. Joplin, City of, Missouri
1248. Kansas City, City of, Missouri
1249. Knox, County of, Missouri
1250. Lafayette, County of, Missouri

1251. Lawrence, County of, Missouri
1252. Lewis, County of, Missouri
1253. Lincoln, County of, Missouri
1254. Livingston, County of, Missouri
1255. Madison, County of, Missouri
1256. Maries, County of, Missouri
1257. McDonald, County of, Missouri
1258. Miller, County of, Missouri
1259. Moniteau, County of, Missouri
1260. Montgomery, County of, Missouri
1261. Morgan, County of, Missouri
1262. Nodaway, County of, Missouri
1263. Osage, County of, Missouri
1264. Ozark, County of, Missouri
1265. Pemiscot, County of, Missouri
1266. Perry, County of, Missouri
1267. Pettis, County of, Missouri
1268. Phelps, County of, Missouri
1269. Pike, County of, Missouri
1270. Polk, County of, Missouri
1271. Pulaski, County of, Missouri
1272. Randolph, County of, Missouri
1273. Ray, County of, Missouri
1274. Reynolds, County of, Missouri
1275. Ripley, County of, Missouri
1276. Saint Joseph, City of, Missouri
1277. Schuyler, County of, Missouri
1278. Scott, County of, Missouri
1279. Sedalia, City of, Missouri
1280. Shannon, County of, Missouri
1281. Shelby, County of, Missouri
1282. Springfield, City of, Missouri
1283. St. Charles, County of, Missouri
1284. St. Francois, County of, Missouri
1285. St. Joseph, City of, Missouri
1286. St. Louis, County of, Missouri
1287. Ste. Genevieve, County of, Missouri
1288. Stone, County of, Missouri
1289. Taney, County of, Missouri
1290. Texas, County of, Missouri
1291. Vernon, County of, Missouri
1292. Warren, County of, Missouri
1293. Washington, County of, Missouri
1294. Webster, County of, Missouri
1295. Wright, County of, Missouri
1296. Cascade, County of, Montana
1297. Great Falls, City of, Montana
1298. Missoula, County of, Montana
1299. Douglas, County of, Nebraska
1300. Lincoln, County of, Nebraska
1301. Sarpy, County of, Nebraska
1302. South Sioux, City of, Nebraska
1303. Carson, City of, Nevada
1304. Churchill, County of, Nevada
1305. Clark, County of, Nevada
1306. Douglas, County of, Nevada
1307. Esmeralda, County of, Nevada
1308. Fernley, City of, Nevada
1309. Henderson, City of, Nevada
1310. Humboldt, County of, Nevada
1311. Las Vegas, City of, Nevada
1312. North Las Vegas, City of, Nevada
1313. Nye, County of, Nevada
1314. Sparks, City of, Nevada
1315. Washoe, County of, Nevada
1316. West Wendover, City of, Nevada

1317. Belknap, County of, New Hampshire
1318. Belmont, Town of, New Hampshire
1319. Berlin, City of, New Hampshire
1320. Carroll, County of, New Hampshire
1321. Cheshire, County of, New Hampshire
1322. Claremont, City of, New Hampshire
1323. Concord, City of, New Hampshire
1324. Coos, County of, New Hampshire
1325. Derry, Town of, New Hampshire
1326. Franklin, City of, New Hampshire
1327. Grafton, County of, New Hampshire
1328. Hillsborough, County of, New Hampshire
1329. Keene, City of, New Hampshire
1330. Laconia, City of, New Hampshire
1331. Londonderry, Town of, New Hampshire
1332. Manchester, City of, New Hampshire
1333. Nashua, City of, New Hampshire
1334. Rochester, City of, New Hampshire
1335. Rockingham, County of, New Hampshire
1336. Strafford, County of, New Hampshire
1337. Sullivan, County of, New Hampshire
1338. Barnegat, Township of, New Jersey
1339. Bayonne, City of, New Jersey
1340. Burlington, County of, New Jersey
1341. Clifton, City of, New Jersey
1342. Clinton, Town of, New Jersey
1343. Elizabeth, City of, New Jersey
1344. Hudson, County of, New Jersey
1345. Hunterdon, County of, New Jersey
1346. Ocean, County of, New Jersey
1347. Paramus, Borough of, New Jersey
1348. Ridgefield, Borough of, New Jersey
1349. Saddlebrook, Township of, New Jersey
1350. Trenton, City of, New Jersey
1351. Vineland, City of, New Jersey
1352. Albany, City of, New York
1353. Allegany, County of, New York
1354. Amityville, Village of, New York
1355. Amsterdam, City of, New York
1356. Auburn, City of, New York
1357. Babylon, Town of, New York
1358. Babylon, Village of, New York
1359. Bellmore Fire District, New York
1360. Bellport, Village of, New York
1361. Brookhaven, Town of, New York
1362. Broome, County of, New York
1363. Buffalo, City of, New York
1364. Centereach Fire District, New York
1365. Centerport Fire District, New York

1366. Clarkstown, Town of, New York
1367. Clinton, County of, New York
1368. Columbia, County of, New York
1369. Cortland, County of, New York
1370. Dutchess, County of, New York
1371. East Hampton, Village of, New York
1372. East Rockaway, Village of, New York
1373. Erie, County of, New York
1374. Farmington, Village of, New York
1375. Floral Park, Village of, New York
1376. Friendship Engine & Hose Company, New York
1377. Franklin, County of, New York
1378. Fulton, County of, New York
1379. Garden City, Village of, New York
1380. Genesee, County of, New York
1381. Geneva, City of, New York
1382. Great Neck, Village of, New York
1383. Greene, County of, New York
1384. Greenport, Village of, New York
1385. Hamilton, County of, New York
1386. Hauppauge Fire District, New York
1387. Haverstraw, Town of, New York
1388. Hempstead, Town of, New York
1389. Herkimer, Village of, New York
1390. Herkimer, County of, New York
1391. Hicksville Water District, New York
1392. Huntington, Town of, New York
1393. Island Park, Village of, New York
1394. Islandia, Village of, New York
1395. Islip Terrace Fire District, New York
1396. Islip, Town of, New York
1397. Ithaca, City of, New York
1398. Jefferson, County of, New York
1399. Kingston, City of, New York
1400. Lackawanna, City of, New York
1401. Lake Grove, Village of, New York
1402. Lawrence, Village of, New York
1403. Lewis, County of, New York
1404. Levittown Fire District, New York
1405. Lindenhurst, Village of, New York
1406. Lloyd Harbor, Village of, New York
1407. Long Beach, City of, New York
1408. Lynbrook, Village of, New York
1409. Massapequa Park, Village of, New York
1410. Melville Fire District, New York
1411. Merrick Library, New York
1412. Mill Neck, Village of, New York
1413. Miller Place Fire District, New York
1414. Monroe, County of, New York

1415. Montgomery, County of, New York
1416. Mount Sinai Fire District, New York
1417. Nesconset Fire District, New York
1418. New Hyde Park, Village of, New York
1419. New York, City of, New York
1420. Niagara, County of, New York
1421. Nissequogue, Village of, New York
1422. North Hempstead, Town of, New York
1423. North Merrick Fire District, New York
1424. Northport, Village of, New York
1425. North Patchogue Fire District, New York
1426. Ogdensburg, City of, New York
1427. Old Westbury, Village of, New York
1428. Oneida, County of, New York
1429. Onondaga, County of, New York
1430. Ontario, County of, New York
1431. Orange, County of, New York
1432. Orangetown, Town of, New York
1433. Oswego, County of, New York
1434. Oyster Bay, Town of, New York
1435. Patchogue, Village of, New York
1436. Plattsburgh, City of, New York
1437. Plainview-old Bethpage Public Library, New York
1438. Poquott, Village of, New York
1439. Port Washington North, Village of, New York
1440. Port Washington Water District, New York
1441. Poughkeepsie, City of, New York
1442. Poughkeepsie, Town of, New York
1443. Ramapo, Town of, New York
1444. Rensselaer, County of, New York
1445. Ridge Fire District, New York
1446. Riverhead, Town of, New York
1447. Rochester, City of, New York
1448. Rockville Centre Public Library, New York
1449. Rome, City of, New York
1450. Rosalyn Water District, New York
1451. Saltaire, Village of, New York
1452. Saratoga, County of, New York
1453. Saratoga Springs, City of, New York
1454. Schenectady, City of, New York
1455. Schenectady, County of, New York
1456. Schoharie, County of, New York
1457. Schuyler, County of, New York
1458. Seneca, County of, New York
1459. Smithtown, Town of, New York
1460. Smithtown Fire District, New York
1461. Southampton, Town of, New York

1462. Southwestern Central School District, New York
1463. Southold, Town of, New York
1464. St. James Fire District, New York
1465. St. Lawrence, County of, New York
1466. Steuben, County of, New York
1467. Stewart Manor, Village of, New York
1468. Stony Brook Fire District, New York
1469. Stony Point, Town of, New York
1470. Suffern, Village of, New York
1471. Sullivan, County of, New York
1472. South Farmingdale Fire District, New York
1473. Syracuse, City of, New York
1474. Tompkins, County of, New York
1475. Troy, City of, New York
1476. Ulster, County of, New York
1477. Uniondale Fire District, New York
1478. Utica, City of, New York
1479. Valley Stream, Village of, New York
1480. Village of the Branch, Village of, New York
1481. Washington, County of, New York
1482. West Hampton Dunes, Village of, New York
1483. West Hempstead Public Library, New York
1484. West Haverstraw, Village of, New York
1485. Westbury, Village of, New York
1486. Westchester, County of, New York
1487. Wyoming, County of, New York
1488. Yonkers, City of, New York
1489. Alamance, County of, North Carolina
1490. Alexander, County of, North Carolina
1491. Anson, County of, North Carolina
1492. Ashe, County of, North Carolina
1493. Beaufort, County of, North Carolina
1494. Bladen, County of, North Carolina
1495. Brunswick, County of, North Carolina
1496. Buncombe, County of, North Carolina
1497. Burke, County of, North Carolina
1498. Cabarrus, County of, North Carolina
1499. Caldwell, County of, North Carolina
1500. Camden, County of, North Carolina
1501. Canton, City of, North Carolina
1502. Carteret, County of, North Carolina
1503. Caswell, County of, North Carolina
1504. Catawba, County of, North Carolina
1505. Cherokee, County of, North Carolina
1506. Cleveland, County of, North Carolina
1507. Columbus, County of, North Carolina
1508. Craven, County of, North Carolina
1509. Cumberland, County of, North Carolina

1510. Dare, County of, North Carolina
1511. Davidson, County of, North Carolina
1512. Davie, County of, North Carolina
1513. Duplin, County of, North Carolina
1514. Durham, County of, North Carolina
1515. Fayetteville, City of, North Carolina
1516. Forsyth, County of, North Carolina
1517. Franklin, County of, North Carolina
1518. Gaston, County of, North Carolina
1519. Granville, County of, North Carolina
1520. Greene, County of, North Carolina
1521. Greensboro, City of, North Carolina
1522. Guilford, County of, North Carolina
1523. Halifax, County of, North Carolina
1524. Haywood, County of, North Carolina
1525. Henderson, City of, North Carolina
1526. Hickory, City of, North Carolina
1527. Iredell, County of, North Carolina
1528. Jacksonville, City of, North Carolina
1529. Lenoir, County of, North Carolina
1530. Lincoln, County of, North Carolina
1531. Martin, County of, North Carolina
1532. McDowell, County of, North Carolina
1533. Mecklenburg, County of, North Carolina
1534. Mitchell, County of, North Carolina
1535. Moore, County of, North Carolina
1536. New Hanover, County of, North Carolina
1537. Onslow, County of, North Carolina
1538. Orange, County of, North Carolina
1539. Pamlico, County of, North Carolina
1540. Pasquotank, County of, North Carolina
1541. Person, County of, North Carolina
1542. Pitt, County of, North Carolina
1543. Randolph, County of, North Carolina
1544. Richmond, County of, North Carolina
1545. Robeson, County of, North Carolina
1546. Rockingham, County of, North Carolina
1547. Rowan, County of, North Carolina
1548. Rutherford, County of, North Carolina
1549. Sampson, County of, North Carolina
1550. Scotland, County of, North Carolina
1551. Surry, County of, North Carolina
1552. Vance, County of, North Carolina
1553. Watauga, County of, North Carolina
1554. Wayne, County of, North Carolina
1555. Wilkes, County of, North Carolina

1556. Wilmington, City of, North Carolina
1557. Winston-Salem, City of, North Carolina
1558. Barnes, County of, North Dakota
1559. Benson, County of, North Dakota
1560. Bismarck, City of, North Dakota
1561. Burleigh, County of, North Dakota
1562. Devils Lake, City of, North Dakota
1563. Dickey, County of, North Dakota
1564. Dunn, County of, North Dakota
1565. Eddy, County of, North Dakota
1566. Foster, County of, North Dakota
1567. Grand Forks, County of, North Dakota
1568. LaMoure, County of, North Dakota
1569. Lisbon, City of, North Dakota
1570. McKenzie, County of, North Dakota
1571. McLean, County of, North Dakota
1572. Mercer, County of, North Dakota
1573. Mountrail, County of, North Dakota
1574. Pembina, County of, North Dakota
1575. Pierce, County of, North Dakota
1576. Ramsey, County of, North Dakota
1577. Ransom, County of, North Dakota
1578. Richland, County of, North Dakota
1579. Rolette, County of, North Dakota
1580. Sargent, County of, North Dakota
1581. Stark, County of, North Dakota
1582. Towner, County of, North Dakota
1583. Walsh, County of, North Dakota
1584. Ward, County of, North Dakota
1585. Wells, County of, North Dakota
1586. Williams, County of, North Dakota
1587. Adams, County of, Ohio
1588. Akron, City of, Ohio
1589. Allen, County of, Ohio
1590. Ashland, City of, Ohio
1591. Ashland, County of, Ohio
1592. Ashtabula, County of, Ohio
1593. Athens, County of, Ohio
1594. Auglaize, County of, Ohio
1595. Barberton, City of, Ohio
1596. Belmont, County of, Ohio
1597. Broadview Heights, City of, Ohio
1598. Brooklyn Heights, Village of, Ohio
1599. Butler, County of, Ohio
1600. Champaign, County of, Ohio
1601. Cincinnati, City of, Ohio
1602. Clermont, County of, Ohio
1603. Cleveland, City of, Ohio
1604. Clinton, County of, Ohio
1605. Columbiana, County of, Ohio
1606. Coshocton, County of, Ohio
1607. Crawford, County of, Ohio
1608. Cuyahoga, County of, Ohio
1609. Darke, County of, Ohio
1610. Dayton, City of, Ohio
1611. Delaware, County of, Ohio
1612. East Cleveland, City of, Ohio
1613. Elyria, City of, Ohio
1614. Erie, County of, Ohio

1615. Euclid, City of, Ohio
1616. Fairfield, City of, Ohio
1617. Fairfield, County of, Ohio
1618. Fayette, County of, Ohio
1619. Findlay, City of, Ohio
1620. Franklin, County of, Ohio
1621. Fulton, County of, Ohio
1622. Gallia, County of, Ohio
1623. Garfield Heights, City of, Ohio
1624. Geauga, County of, Ohio
1625. Guernsey, County of, Ohio
1626. Hamilton, City of, Ohio
1627. Hamilton, County of, Ohio
1628. Hancock, County of, Ohio
1629. Harrison, County of, Ohio
1630. Hocking, County of, Ohio
1631. Huron, City of, Ohio
1632. Huron, County of, Ohio
1633. Ironton, City of, Ohio
1634. Jackson, County of, Ohio
1635. Jefferson, County of, Ohio
1636. Knox, County of, Ohio
1637. Lake, County of, Ohio
1638. Lawrence, County of, Ohio
1639. Lebanon, City of, Ohio
1640. Lexington, Village of, Ohio
1641. Licking, County of, Ohio
1642. Lima, City of, Ohio
1643. Logan, County of, Ohio
1644. Lorain, City of, Ohio
1645. Lorain, County of, Ohio
1646. Lyndhurst, City of, Ohio
1647. Macedonia, City of, Ohio
1648. Marion, County of, Ohio
1649. Mayfield Heights, City of, Ohio
1650. Meigs, County of, Ohio
1651. Mercer, County of, Ohio
1652. Middletown, City of, Ohio
1653. Montgomery, County of, Ohio
1654. Muskingum, County of, Ohio
1655. Newburgh Heights, Village of, Ohio
1656. Noble, County of, Ohio
1657. North Olmsted, City of, Ohio
1658. North Ridgeville, City of, Ohio
1659. North Royalton, City of, Ohio
1660. Olmsted Falls, City of, Ohio
1661. Ottawa, County of, Ohio
1662. Painesville, City of, Ohio
1663. Parma, City of, Ohio
1664. Parma Heights, City of, Ohio
1665. Pike, County of, Ohio
1666. Portage, County of, Ohio
1667. Portsmouth, City of, Ohio
1668. Ross, County of, Ohio
1669. Sandusky, County of, Ohio
1670. Scioto, County of, Ohio
1671. Seneca, County of, Ohio
1672. Seven Hills, City of, Ohio
1673. Shelby, County of, Ohio
1674. St. Marys, Township of, Ohio
1675. Stark, County of, Ohio
1676. Strongsville, City of, Ohio
1677. Summit, County of, Ohio
1678. Toledo, City of, Ohio
1679. Trumbull, County of, Ohio
1680. Van Wert, County of, Ohio
1681. Warren, City of, Ohio
1682. Warrensville Heights, City of, Ohio
1683. Washington, County of, Ohio
1684. Wayne, County of, Ohio
1685. Wickliffe, City of, Ohio
1686. Williams, County of, Ohio
1687. Wyandot, County of, Ohio
1688. Ada, City of, Oklahoma
1689. Atoka, County of, Oklahoma
1690. Beckham, County of, Oklahoma
1691. Choctaw, County of, Oklahoma
1692. Cleveland, County of, Oklahoma
1693. Comanche, County of, Oklahoma
1694. Craig, County of, Oklahoma
1695. Creek, County of, Oklahoma

1696. Custer, County of, Oklahoma
1697. Delaware, County of, Oklahoma
1698. El Reno, City of, Oklahoma
1699. Garvin, County of, Oklahoma
1700. Mayes, County of, Oklahoma
1701. McClain, County of, Oklahoma
1702. Muskogee, City of, Oklahoma
1703. Nowata, County of, Oklahoma
1704. Okfuskee, County of, Oklahoma
1705. Oklahoma, County of, Oklahoma
1706. Okmulgee, County of, Oklahoma
1707. Osage, County of, Oklahoma
1708. Ottawa, County of, Oklahoma
1709. Pawnee, County of, Oklahoma
1710. Rogers, County of, Oklahoma
1711. Seminole, County of, Oklahoma
1712. Tillman, County of, Oklahoma
1713. Tulsa, County of, Oklahoma
1714. Clackamas, County of, Oregon
1715. Coos, County of, Oregon
1716. Multnomah, County of, Oregon
1717. Portland, City of, Oregon
1718. Adams, County of, Pennsylvania
1719. Allegheny, (District Attorney of) County of, Pennsylvania
1720. Armstrong, County of, Pennsylvania
1721. Beaver, County of, Pennsylvania
1722. Bedford, County of, Pennsylvania
1723. Bensalem, Township of, Pennsylvania
1724. Berks, (District Attorney of) County of, Pennsylvania
1725. Bradford, County of, Pennsylvania
1726. Bristol, Township of, Pennsylvania
1727. Bucks, County of, Pennsylvania/ Bucks, (District of Attorney of) County of, Pennsylvania
1728. Cambria, County of, Pennsylvania
1729. Carbon, County of, Pennsylvania
1730. Chester, (District Attorney of) County of, Pennsylvania
1731. Clarion, County of, Pennsylvania
1732. Clearfield, (District Attorney of) County of, Pennsylvania
1733. Clinton, County of, Pennsylvania
1734. Coatesville, City of, Pennsylvania
1735. Columbia, County of, Pennsylvania
1736. Dauphin, County of, Pennsylvania/ Dauphin, (District Attorney of) County of, Pennsylvania
1737. Delaware, County of, Pennsylvania/ Delaware, (District Attorney of) County of, Pennsylvania
1738. Edwardsville, Borough of, Pennsylvania
1739. Erie, County of, Pennsylvania/ Erie, (District Attorney of) County of, Pennsylvania
1740. Exeter, Township of, Pennsylvania
1741. Fairview, Township of, Pennsylvania

1742. Fayette, County of, Pennsylvania
1743. Forty Fort, Borough of, Pennsylvania
1744. Franklin, County of, Pennsylvania
1745. Greene, County of, Pennsylvania
1746. Hanover, Township of, Pennsylvania
1747. Hazleton, City of, Pennsylvania
1748. Huntingdon, County of, Pennsylvania
1749. Indiana, County of, Pennsylvania
1750. Kingston, Borough of, Pennsylvania
1751. Lackawanna, County of, Pennsylvania
1752. Lawrence, County of, Pennsylvania
1753. Lehigh, County of, Pennsylvania/ Lehigh, (District Attorney of) County of, Pennsylvania
1754. Lock Haven, City of, Pennsylvania
1755. Lower Makefield, Township of, Pennsylvania
1756. Luzerne, County of, Pennsylvania
1757. Lycoming, County of, Pennsylvania
1758. Mercer, County of, Pennsylvania
1759. Middletown, Township of, Pennsylvania
1760. Monroe, County of, Pennsylvania
1761. Morrisville, Borough of, Pennsylvania
1762. Nanticoke, City of, Pennsylvania
1763. Newtown, Township of, Pennsylvania
1764. Norristown, Borough of, Pennsylvania
1765. Northampton, (District Attorney of) County of, Pennsylvania
1766. Northumberland, County of, Pennsylvania
1767. Philadelphia, City of/ County of, Pennsylvania/ Philadelphia, (District Attorney of) City of/ County of, Pennsylvania
1768. Pike, County of, Pennsylvania
1769. Plains, Township of, Pennsylvania
1770. Schuylkill, County of, Pennsylvania
1771. Sugar Notch, Borough of, Pennsylvania
1772. Tioga, County of, Pennsylvania
1773. Warminster, Township of, Pennsylvania
1774. Warrington, Township of, Pennsylvania
1775. Washington, County of, Pennsylvania
1776. West Norriton, Township of, Pennsylvania
1777. West Pittston, Borough of, Pennsylvania
1778. Westmoreland, County of, Pennsylvania
1779. Wilkes-Barre, City of, Pennsylvania
1780. Wilkes-Barre, Township of, Pennsylvania
1781. Wright, Township of, Pennsylvania
1782. Wyoming, Borough of, Pennsylvania
1783. Wyoming, County of, Pennsylvania
1784. Aguada, Municipality of, Puerto Rico

1785. Aguadilla, Municipality of, Puerto Rico
1786. Canóvanas, Municipality of, Puerto Rico
1787. Guayanilla, Municipality of, Puerto Rico
1788. Juncos, Municipality of, Puerto Rico
1789. Loíza, Municipality of, Puerto Rico
1790. Río Grande, Municipality of, Puerto Rico
1791. Sabana Grande, Municipality of, Puerto Rico
1792. San Juan, Municipality of, Puerto Rico
1793. Vega Alta, Municipality of, Puerto Rico
1794. Yabucoa, Municipality of, Puerto Rico
1795. Burrillville, Town of, Rhode Island
1796. Central Falls, City of, Rhode Island
1797. Charlestown, Town of, Rhode Island
1798. Coventry, Town of, Rhode Island
1799. Cranston, City of, Rhode Island
1800. Cumberland, Town of, Rhode Island
1801. East Greenwich, Town of, Rhode Island
1802. East Providence, City of, Rhode Island
1803. Foster, Town of, Rhode Island
1804. Glocester, Town of, Rhode Island
1805. Hopkinton, Town of, Rhode Island
1806. Jamestown, Town of, Rhode Island
1807. Johnston, Town of, Rhode Island
1808. Middletown, Town of, Rhode Island
1809. Narragansett, Town of, Rhode Island
1810. Newport, City of, Rhode Island
1811. North Kingstown, Town of, Rhode Island
1812. North Providence, Town of, Rhode Island
1813. Pawtucket, City of, Rhode Island
1814. Portsmouth, Town of, Rhode Island
1815. Richmond, Town of, Rhode Island
1816. Scituate, Town of, Rhode Island
1817. Smithfield, Town of, Rhode Island
1818. South Kingstown, Town of, Rhode Island
1819. Warwick, City of, Rhode Island
1820. West Greenwich, Town of, Rhode Island
1821. West Warwick, Town of, Rhode Island
1822. Westerly, Town of, Rhode Island
1823. Woonsocket, City of, Rhode Island
1824. Abbeville, County of, South Carolina
1825. Aiken, County of, South Carolina
1826. Allendale, County of, South Carolina
1827. Anderson, County of, South Carolina
1828. Bamberg, County of, South Carolina
1829. Barnwell, County of, South Carolina
1830. Beaufort, County of, South Carolina

1831. Berkeley, County of, South Carolina
1832. Calhoun, County of, South Carolina
1833. Charleston, City of, South Carolina
1834. Charleston, County of, South Carolina
1835. Cherokee, County of, South Carolina
1836. Chester, City of, South Carolina
1837. Chester, County of, South Carolina
1838. Chesterfield, County of, South Carolina
1839. Clarendon, County of, South Carolina
1840. Colleton, County of, South Carolina
1841. Dillon, County of, South Carolina
1842. Dorchester, County of, South Carolina
1843. Edgefield, County of, South Carolina
1844. Fairfield, County of, South Carolina
1845. Florence, County of, South Carolina
1846. Georgetown, City of, South Carolina
1847. Georgetown, County of, South Carolina
1848. Greenville, County of, South Carolina
1849. Greenwood, County of, South Carolina
1850. Hampton, County of, South Carolina
1851. Horry, County of, South Carolina
1852. Jasper, County of, South Carolina
1853. Kershaw, County of, South Carolina
1854. Lancaster, County of, South Carolina
1855. Laurens, County of, South Carolina
1856. Lee, County of, South Carolina
1857. Lexington, County of, South Carolina
1858. Marion, County of, South Carolina
1859. Marlboro, County of, South Carolina
1860. McCormick, County of, South Carolina
1861. Mount Pleasant, Town of, South Carolina
1862. Myrtle Beach, City of, South Carolina
1863. Newberry, County of, South Carolina
1864. North Charleston, City of, South Carolina
1865. Oconee, County of, South Carolina
1866. Orangeburg, City of, South Carolina
1867. Orangeburg, County of, South Carolina
1868. Pickens, County of, South Carolina
1869. Richland, County of, South Carolina
1870. Saluda, County of, South Carolina
1871. Spartanburg, County of, South Carolina
1872. Summerville, Town of, South Carolina
1873. Sumter, County of, South Carolina
1874. Union, County of, South Carolina
1875. Williamsburg, County of, South Carolina
1876. York, County of, South Carolina

1877. Pennington, County of, South Dakota
1878. Alexandria, Town of, Tennessee
1879. Algood, City of, Tennessee
1880. Anderson, County of, Tennessee
1881. Arlington, Town of, Tennessee
1882. Baxter, Town of, Tennessee
1883. Bedford, County of, Tennessee
1884. Bledsoe, County of, Tennessee
1885. Blount, County of, Tennessee
1886. Bradley, County of, Tennessee
1887. Campbell, County of, Tennessee
1888. Celina, City of, Tennessee
1889. Centertown, Town of, Tennessee
1890. Claiborne, County of, Tennessee
1891. Clarksville, City of, Tennessee
1892. Clay, County of, Tennessee
1893. Clifton, City of, Tennessee
1894. Cocke, County of, Tennessee
1895. Columbia, City of, Tennessee
1896. Cookeville, City of, Tennessee
1897. Cornersville, Town of, Tennessee
1898. Crossville, City of, Tennessee
1899. Cumberland, County of, Tennessee
1900. DeKalb, County of, Tennessee
1901. Eagleville, City of, Tennessee
1902. Fayetteville, City of, Tennessee
1903. Fentress, County of, Tennessee
1904. Franklin, County of, Tennessee
1905. Gatlinburg, City of, Tennessee
1906. Giles, County of, Tennessee
1907. Grainger, County of, Tennessee
1908. Greene, County of, Tennessee
1909. Grundy, County of, Tennessee
1910. Hamblen County Board of Education, Tennessee
1911. Hamilton, County of, Tennessee
1912. Hancock County Board of Education, Tennessee
1913. Hawkins, County of, Tennessee
1914. Haywood, County of, Tennessee
1915. Henderson, County of, Tennessee
1916. Jefferson, County of, Tennessee
1917. Knox, County of, Tennessee
1918. Knoxville, City of, Tennessee
1919. La Vergne, City of, Tennessee
1920. Lauderdale, County of, Tennessee
1921. Lewisburg, City of, Tennessee
1922. Lexington, City of, Tennessee
1923. Loudon, County of, Tennessee
1924. Madison, County of, Tennessee
1925. Marion, County of, Tennessee
1926. Marshall, County of, Tennessee
1927. McMinn, County of, Tennessee
1928. Meigs, County of, Tennessee

1929. Millington, City of, Tennessee
1930. Monroe, County of, Tennessee
1931. Montgomery, County of, Tennessee
1932. Moore, County of, Tennessee
1933. Mount Pleasant, City of, Tennessee
1934. Murfreesboro, City of, Tennessee
1935. Pickett, County of, Tennessee
1936. Polk, County of, Tennessee
1937. Putnam, County of, Tennessee
1938. Rhea, County of, Tennessee
1939. Roane, County of, Tennessee
1940. Rutherford, County of, Tennessee
1941. Rutledge, Town of, Tennessee
1942. Scott, County of, Tennessee
1943. Sequatchie, County of, Tennessee
1944. Sevier, County of, Tennessee
1945. Shelbyville, City of, Tennessee
1946. Smith, County of, Tennessee
1947. Smithville, City of, Tennessee
1948. Sparta, City of, Tennessee
1949. Spencer, Town of, Tennessee
1950. Spring Hill, City of, Tennessee
1951. Union, County of, Tennessee
1952. Van Buren, County of, Tennessee
1953. Warren, County of, Tennessee
1954. Wartrace, Town of, Tennessee
1955. Washington, County of, Tennessee
1956. Wayne, County of, Tennessee
1957. White, County of, Tennessee
1958. Williamson, County of, Tennessee
1959. Angelina, County of, Texas
1960. Bailey, County of, Texas
1961. Bexar, County of, Texas
1962. Bowie, County of, Texas
1963. Brazos, County of, Texas
1964. Burleson, County of, Texas
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1966. Childress, County of, Texas
1967. Clay, County of, Texas
1968. Coryell, County of, Texas
1969. Dallas, County of, Texas
1970. Duval, County of, Texas
1971. Eagle Pass, City of, Texas
1972. Ellis, County of, Texas
1973. Freestone, County of, Texas
1974. Henderson, County of, Texas
1975. Jim Hogg, County of, Texas
1976. Jim Wells, County of, Texas
1977. Johnson, County of, Texas
1978. Jones, County of, Texas
1979. Kaufman, County of, Texas
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1981. Kleberg, County of, Texas
1982. Lamar, County of, Texas
1983. Laredo, City of, Texas
1984. Maverick, County of, Texas
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1986. Montgomery, County of, Texas
1987. Nolan, County of, Texas
1988. Polk, County of, Texas
1989. Rockwall, County of, Texas
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1991. San Antonio, City of, Texas
1992. Smith, County of, Texas
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1996. Upshur, County of, Texas
1997. Webb, County of, Texas
1998. Wichita, County of, Texas
1999. Williamson, County of, Texas
2000. Beaver, County of, Utah

2001. Cache, County of, Utah
2002. Daggett, County of, Utah
2003. Duchesne, County of, Utah
2004. Emery, County of, Utah
2005. Garfield, County of, Utah
2006. Juab, County of, Utah
2007. Kane, County of, Utah
2008. Piute, County of, Utah
2009. Rich, County of, Utah
2010. Salt Lake, County of, Utah
2011. Sevier, County of, Utah
2012. Summit, County of, Utah
2013. Tooele, County of, Utah
2014. Tri-County Health Department, Utah
2015. Uintah, County of, Utah
2016. Utah, County of, Utah
2017. Wasatch, County of, Utah
2018. Washington, County of, Utah
2019. Wayne, County of, Utah
2020. Weber, County of, Utah
2021. Bennington, Town of, Vermont
2022. St. Albans, City of, Vermont
2023. Accomack, County of, Virginia
2024. Alexandria, City of, Virginia
2025. Alleghany, County of, Virginia
2026. Amherst, County of, Virginia
2027. Arlington, County of, Virginia
2028. Botetourt, County of, Virginia
2029. Bristol, City of, Virginia
2030. Buena Vista, City of, Virginia
2031. Charlotte, County of, Virginia
2032. Chesapeake, City of, Virginia
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2034. Covington, City of, Virginia
2035. Culpeper, County of, Virginia
2036. Cumberland, County of, Virginia
2037. Danville, City of, Virginia
2038. Dickenson, County of, Virginia
2039. Dinwiddie, County of, Virginia
2040. Emporia, City of, Virginia
2041. Fairfax, City of, Virginia
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2043. Fauquier, County of, Virginia
2044. Floyd, County of, Virginia
2045. Franklin, County of, Virginia
2046. Frederick, County of, Virginia
2047. Fredericksburg, City of, Virginia
2048. Galax, City of, Virginia
2049. Giles, County of, Virginia
2050. Goochland, County of, Virginia
2051. Greensville, County of, Virginia
2052. Halifax, County of, Virginia
2053. Henrico, County of, Virginia
2054. Henry, County of, Virginia
2055. Hopewell, City of, Virginia
2056. Isle of Wight, County of, Virginia
2057. King and Queen, County of, Virginia
2058. Lee, County of, Virginia
2059. Lexington, City of, Virginia
2060. Loudoun, County of, Virginia
2061. Louisa, County of, Virginia
2062. Madison, County of, Virginia
2063. Mecklenburg, County of, Virginia
2064. Montgomery, County of, Virginia
2065. Norfolk, City of, Virginia
2066. Northampton, County of, Virginia
2067. Northumberland, County of, Virginia
2068. Norton, City of, Virginia

2069. Page, County of, Virginia
2070. Patrick, County of, Virginia
2071. Pittsylvania, County of, Virginia
2072. Prince George, County of, Virginia
2073. Prince William, County of, Virginia
2074. Pulaski, County of, Virginia
2075. Radford, City of, Virginia
2076. Richmond, City of, Virginia
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2080. Rockbridge, County of, Virginia
2081. Russell, County of, Virginia
2082. Salem, City of, Virginia
2083. Scott, County of, Virginia
2084. Shenandoah, County of, Virginia
2085. Smyth, County of, Virginia
2086. Stafford, County of, Virginia
2087. Tazewell, County of, Virginia
2088. Virginia Beach, City of, Virginia
2089. Warren, County of, Virginia
2090. Washington, County of, Virginia
2091. Waynesboro, City of, Virginia
2092. Westmoreland, County of, Virginia
2093. Winchester, City of, Virginia
2094. Wise, County of, Virginia
2095. Wythe, County of, Virginia
2096. Bainbridge Island, City of, Washington
2097. Chelan, County of, Washington
2098. Clallam, County of, Washington
2099. Everett, City of, Washington
2100. Franklin, County of, Washington
2101. Island, County of, Washington
2102. Jefferson, County of, Washington
2103. Kitsap, County of, Washington
2104. Lewis, County of, Washington
2105. Pierce, County of, Washington
2106. Snohomish, County of, Washington
2107. Tacoma, City of, Washington
2108. Walla Walla, County of, Washington
2109. Whitman, County of, Washington
2110. Adams, County of, Wisconsin
2111. Ashland, County of, Wisconsin
2112. Barron, County of, Wisconsin
2113. Bayfield, County of, Wisconsin
2114. Brown, County of, Wisconsin
2115. Buffalo, County of, Wisconsin
2116. Burnett, County of, Wisconsin
2117. Calumet, County of, Wisconsin
2118. Chippewa, County of, Wisconsin
2119. Clark, County of, Wisconsin
2120. Columbia, County of, Wisconsin
2121. Crawford, County of, Wisconsin
2122. Dane, County of, Wisconsin
2123. Dodge, County of, Wisconsin
2124. Door, County of, Wisconsin
2125. Douglas, County of, Wisconsin

2126. Dunn, County of, Wisconsin
2127. Eau Claire, County of, Wisconsin
2128. Florence, County of, Wisconsin
2129. Fond du Lac, County of, Wisconsin
2130. Forest, County of, Wisconsin
2131. Grant, County of, Wisconsin
2132. Green, County of, Wisconsin
2133. Green Lake, County of, Wisconsin
2134. Iowa, County of, Wisconsin
2135. Iron, County of, Wisconsin
2136. Jackson, County of, Wisconsin
2137. Jefferson, County of, Wisconsin
2138. Juneau, County of, Wisconsin
2139. Kenosha, City of, Wisconsin
2140. Kenosha, County of, Wisconsin
2141. Kewaunee, County of, Wisconsin
2142. La Crosse, County of, Wisconsin
2143. Lafayette, County of, Wisconsin
2144. Langlade, County of, Wisconsin
2145. Lincoln, County of, Wisconsin
2146. Manitowoc, County of, Wisconsin
2147. Marathon, County of, Wisconsin
2148. Marinette, County of, Wisconsin
2149. Marquette, County of, Wisconsin
2150. Menominee, County of, Wisconsin
2151. Milwaukee, City of, Wisconsin
2152. Milwaukee, County of, Wisconsin
2153. Monroe, County of, Wisconsin
2154. Oconto, County of, Wisconsin
2155. Oneida, County of, Wisconsin
2156. Outagamie, County of, Wisconsin
2157. Ozaukee, County of, Wisconsin
2158. Pepin, County of, Wisconsin
2159. Pierce, County of, Wisconsin
2160. Pleasant Prairie, Village of, Wisconsin
2161. Portage, County of, Wisconsin
2162. Price, County of, Wisconsin
2163. Racine, County of, Wisconsin
2164. Richland, County of, Wisconsin
2165. Rock, County of, Wisconsin
2166. Rusk, County of, Wisconsin
2167. Sauk, County of, Wisconsin
2168. Sawyer, County of, Wisconsin
2169. Shawano, County of, Wisconsin
2170. Sheboygan, County of, Wisconsin
2171. St. Croix, County of, Wisconsin
2172. Taylor, County of, Wisconsin
2173. Trempealeau, County of, Wisconsin
2174. Vernon, County of, Wisconsin
2175. Vilas, County of, Wisconsin
2176. Walworth, County of, Wisconsin
2177. Washburn, County of, Wisconsin
2178. Washington, County of, Wisconsin

2179. Waukesha, County of, Wisconsin
2180. Waupaca, County of, Wisconsin
2181. Waushara, County of, Wisconsin
2182. Winnebago, County of, Wisconsin
2183. Wood, County of, Wisconsin
2184. Carbon, County of, Wyoming
2185. Casper, City of, Wyoming
2186. Cheyenne, City of, Wyoming
2187. Green River, City of, Wyoming
2188. Riverton, City of, Wyoming
2189. Rock Springs, City of, Wyoming
2190. Sweetwater, County of, Wyoming

EXHIBIT D

[Intentionally Omitted]

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Participant Subdivisions listed on Exhibit G may choose from among the abatement strategies listed in Schedule B. However, priority may 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 cooccurring 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 prearrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

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

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

Schedule B
Approved Uses

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any cooccurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation 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 cooccurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring 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 cooccurring 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 cooccurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

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

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

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any cooccurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT F

List of States and Overall Allocation Percentages

Alaska	0.2557955294%
American Samoa	0.0191834392%
Arizona	2.6615833823%
Arkansas	1.0444409688%
California	11.1157787586%
Colorado	1.8616660165%
Connecticut	1.4495669159%
Delaware	0.4952425518%
District of Columbia	0.2016442528%
Georgia	3.1238692398%
Guam	0.0538195977%
Hawaii	0.3637319771%
Idaho	0.5511268529%
Illinois	3.7267807228%
Indiana	2.4837762383%
Iowa	0.8312430751%
Kansas	0.8784715219%
Kentucky	2.2366652249%
Louisiana	1.6414669014%
Maine	0.5930462294%
Maryland	2.3646968446%
Massachusetts	2.5808944372%
Michigan	3.8115795226%
Minnesota	1.4534316941%
Mississippi	0.9662576251%
Missouri	2.2470994124%
Montana	0.3501746091%
N. Mariana Islands	0.0187170792%
Nebraska	0.4673742159%
Nevada	1.3464414888%
New Hampshire	0.6481247935%
New Jersey	3.0868152098%
New York	5.7834378670%
North Carolina	3.6415375306%
North Dakota	0.1904938536%
Ohio	4.8372585804%

Oklahoma	1.7166904525%
Oregon	1.5395677885%
Pennsylvania	5.1406020829%
Puerto Rico	0.7956080574%
Rhode Island	0.5003004364%
South Carolina	1.7246195407%
South Dakota	0.2220685158%
Tennessee	3.0117628404%
Texas	7.0508308295%
Utah	1.2847240804%
Vermont	0.2851259773%
Virgin Islands	0.0353676254%
Virginia	2.5546090245%
Washington	2.5980676129%
Wisconsin	1.9699254815%
Wyoming	0.1868954934%

EXHIBIT G

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

The Subdivisions set forth on this Exhibit G are eligible to receive direct allocations from the Subdivision Fund, if such Subdivisions are otherwise eligible to receive such funds under this Agreement. By default, the Subdivisions set forth on this Exhibit G shall include all Subdivisions set forth on Exhibit G of the national opioid settlement agreement dated July 21, 2021 with Janssen Pharmaceuticals, Inc., et al., including all amendments up to the State Participation Date of this Agreement. A State may elect to add any additional Subdivisions to this Exhibit G at any time prior to the Threshold Subdivision Participation Date.

Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Threshold Subdivision 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 V.D.3.

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

[List to be Added]

EXHIBIT H

[Intentionally Omitted]

EXHIBIT I

Primary Subdivisions

[The updated version of Distributor/Janssen Agreement Exhibit I to be inserted.]

EXHIBIT J

Illustrative List of Released Entities

Wal-Mart
Wal-Mart Inc.
Wal-Mart, Inc.
Wal-Mart Stores
Wal-Mart Stores, Inc.
Walmart Stores, Inc.
Wal-Mart Stores Inc.
Walmart Inc.
Walmart Inc., Walmart Stores East
Wal-Mart Inc f/k/a Walmart Stores, Inc.
Wal-Mart Inc. f/k/a Walmart Stores, Inc.
Walmart Inc. (f/k/a Wal-Mart Stores)
Walmart Inc. f/k/a Wal-Mart Stores, Inc.
Walmart, Inc.
Walmart, Inc. f/k/a Wal-Mart Stores Inc. d/b/a Wal-Mart Warehouse #46
Walmart Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacy Warehouse #32
Walmart Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacy Warehouse #45
Walmart, Inc. f/k/a Wal-Mart Stores, Inc.
WAL-MART INC. f/k/a WAL-MART STORES, INC.
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies a/k/a Wal-Mart Pharmacy 10-1218
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies a/k/a Wal-Mart Pharmacy 10-1381
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies a/k/a Wal-Mart Pharmacy 10-2778
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies a/k/a Wal-Mart Pharmacy 10-3751
Walmart, Inc. f/k/a Wal-Mart Stores, Inc. d/b/a Wal-Mart Pharmacies a/k/a Wal-Mart Pharmacy 10-4430
Walmart Inc., f/k/a Wal-Mart Stores East, LP, Individually and d/b/a Wal-Mart Pharmacy Warehouses
Walmart Stores East, L.P.
Wal-Mart Stores East
Wal-Mart Stores East L.P.
Wal-Mart Stores East d/b/a Wal-Mart Pharmacy Warehouse #45
Wal-Mart Stores East d/b/a Wal-Mart Pharmacy Warehouse #46
Wal-Mart Stores East, Inc.
Wal-Mart Stores East, LLC
Wal-Mart Stores East, LLC f/k/a Wal-Mart Stores East Inc.
Wal-Mart Stores East, LP
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse
Wal-Mart Stores East, LP, individually and d/b/a Wal-Mart Pharmacy Warehouse
Wal-Mart Stores East, LP, individually and d/b/a Wal-Mart Pharmacy Warehouse #1

Wal-Mart Stores East, LP, individually and d/b/a Wal-Mart Pharmacy Warehouse #45
Wal-Mart Stores East, LP, individually and d/b/a Wal-Mart Pharmacy Warehouse #46
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse #1
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse #32
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse #34
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy Warehouse #45
Wal-Mart Stores East, LP d/b/a Walmart Pharmacy Warehouse #46
Wal-Mart Stores East, LP d/b/a Wal-Mart Pharmacy 10-3251
Wal-Mart Stores East I, LP
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East d/b/a Walmart #20
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #34
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #48
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East d/b/a Walmart #92
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #338
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #914
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #4282
Wal-Mart Stores East I, LP f/k/a Wal-Mart Stores East, LP d/b/a Walmart #5261
Wal-Mart Pharmacy
Wal-Mart Pharmacy Warehouse
Wal-Mart Pharmacy Warehouse #1
Wal-Mart Pharmacy Warehouse #32
Wal-Mart Pharmacy Warehouse #45
Wal-Mart Pharmacy Warehouse #46
Wal-Mart Pharmacy 10-0696
Wal-Mart Pharmacy 10-1218
Walmart Pharmacy
Walmart Pharmacy 10-1381
Walmart Pharmacy 10-2289
Walmart Pharmacy Warehouse
Wal-Mart Pharmacy 10-2778
Wal-Mart Pharmacy 10-3251
Wal-Mart Pharmacy 10-3751
Wal-Mart Pharmacy 10-4430
Wal-Mart Pharmacy 10-5296
Wal-Mart Pharmacy 10-5397
Wal-Mart Pharmacy Wholesale
Wal-Mart Stores Texas, LLC
Wal-Mart.com USA, LLC
Wal-Mart Puerto Rico, Inc.
Sam's West, Inc.
Sam's East, Inc.
WSE Investment LLC
WSE Management LLC
Wal-Mart Property Company
Wal-Mart Real Estate Business Trust
Sam's Property Company

Sam's Real Estate Business Trust
Wal-Mart de Mexico Canada Corp.
Wal-Mart Canada Corp
Flipkart Private Limited
Flipkart Walmart Chile S.A.
Walmart Chile
Massmart Holdings Ltd.
Qomolangma Holdings Ltd.
ClarusONE Sourcing Services, LLP

EXHIBIT K

Subdivision 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 November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart 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 Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective 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 Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart 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 Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards,

commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart 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 Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart 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 Terms

[Exhibit to be inserted prior to the Threshold Subdivision Participation Date.]

EXHIBIT M

Maximum Payment Amounts

The below reflects the maximum possible payment assuming all Eligible States and Subdivisions become Settling States and Participating Subdivisions, respectively.

Payment Category	Amount
Remediation	$2,393,794,118.64
Subdivision Attorneys' Fees, Expenses and Costs	$297,720,376.93
State Outside Counsel Fee Fund	$16,006,471.88
State Cost Fund	$16,006,471.88
Additional Remediation	$16,006,471.88
Total	**$2,739,533,911.21**

EXHIBIT N

Additional Remediation Amount Allocation Percentages

American Samoa	0.02200115975%
Arizona	3.05252465675%
California	12.74849736613%
Colorado	2.13511305177%
Connecticut	1.66248361102%
District of Columbia	0.23126235968%
Georgia	3.58271243432%
Guam	0.06172478010%
Hawaii	0.41715801047%
Idaho	0.63207800237%
Illinois	4.27418134712%
Indiana	2.84860067110%
Iowa	0.95333852745%
Kansas	1.00750402880%
Louisiana	1.88257043645%
Maine	0.68015462142%
Maryland	2.71203054235%
Massachusetts	2.95998387959%
Minnesota	1.66691605927%
Missouri	2.57716004997%
Montana	0.40160929605%
N. Mariana Islands	0.02146629937%
Nebraska	0.53602352921%
New Jersey	3.54021579836%
New York	6.92637929997%
North Carolina	4.17641738164%
North Dakota	0.21847415675%
Ohio	5.59815538035%
Oklahoma	1.96884304616%
Oregon	1.76570407913%
Pennsylvania	5.89566898881%
Rhode Island	0.57378605088%
South Carolina	1.97793678247%
Tennessee	3.45413951394%
Texas	8.08647780880%
Vermont	0.32700612791%

Virgin Islands	0.04056252728%
Virginia	2.92983758737%
Washington	2.97967950241%
Wisconsin	2.25927398859%
Wyoming	0.21434725869%

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of Section V of the Settlement Agreement 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[1], 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 a Participating Subdivision.

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

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

EXHIBIT P

Injunctive Relief

As part of this Settlement Agreement, Walmart agrees to implement the injunctive relief terms reflected in Exhibit F to Walmart's agreement with the State of Florida dated October 19, 2022, attached hereto as Appendix A ("Walmart-Florida Injunctive Relief Terms"), within 90 days of the Effective Date of the Settlement Agreement, provided, however, that the parties agree that those terms will be withdrawn and Walmart will implement the Pharmacy Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms ("Injunctive Terms") set out below if each Chain Pharmacy (defined as CVS and Walgreens) agrees to implement materially the same Injunctive Terms on a nationwide basis pursuant to a binding agreement with state attorneys general. To the extent there is a dispute between the Settling States and Walmart regarding whether the Injunctive Terms imposed on other pharmacies are materially the same as these Injunctive Terms, such dispute shall be heard by the National Arbitration Panel. If any Injunctive Term is found to be materially different, only that term and any co-dependent terms, as applicable, would be invalidated and inoperative. However, in no event shall the Injunctive Terms be any less stringent than those applied in the Walmart-Florida Injunctive Relief Terms. In the event a Settling State later settles with Albertsons or Kroger (or a merged company involving one or more of them), the Settling State shall impose materially the same Injunctive Terms as part of any settlement.

* * *

Pharmacy Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms

I. INTRODUCTION

1. Except where these Injunctive Terms specify a different implementation period, Walmart shall implement the Injunctive Terms set forth below in Sections II through XVII by the Injunctive Terms Implementation Date (defined below).
2. To the extent that Walmart already has in place committees, departments, policies or programs that satisfy the Injunctive Terms, no re-naming or other change is required by these Injunctive Terms.
3. Overview
    a. Walmart will implement or maintain a Controlled Substance Compliance Program ("CSCP").
    b. The CSCP must include written standard operating procedures and/or corporate policies (the "CSCP Policies and Procedures") required by these Injunctive Terms.

c. The CSCP shall apply during the term of these Injunctive Terms, to each of Walmart's retail pharmacy stores that dispense Schedule II Designated Controlled Substances and are registered or licensed with each Settling State.

d. Walmart shall provide a copy of the relevant CSCP Policies and Procedures to each Settling State within 60 days of the Injunctive Terms Implementation Date. To the extent any implementation is expected to require additional time, the Parties agree to work together in good faith to establish a timeline for implementation. No later than 30 days after the Injunctive Terms Implementation Date, each Settling State shall identify the person or office to whom Walmart must provide a copy of the relevant CSCP Policies and Procedures and any other State-specific reporting required under these Injunctive Terms.

4. Compliance with Laws

a. Walmart acknowledges and agrees that its pharmacies must comply with applicable state and federal laws, regulations, and rules, including those regarding the dispensing of Controlled Substances. The requirements of these Injunctive Terms are in addition to, and not in lieu of, any other requirements of federal, state, or local law. Nothing in the Injunctive Terms shall be construed as relieving Walmart of the obligation of its pharmacies to comply with all federal, state and local laws, regulations or rules, nor shall any of the provisions of the Injunctive Terms be deemed as permission for Walmart to engage in any acts or practices prohibited by such laws, regulations or rules.

a. The Injunctive Terms are not intended to and shall not be interpreted to prevent Walmart from taking or implementing any other compliance or policy steps necessary to conform with federal, state, or local legal requirements.

b. In the event that Walmart 1) determines that there may be a conflict between the Injunctive Terms and the requirements of federal, state, or local laws, or interpretations of such laws articulated by an agency responsible for enforcing such laws, such that Walmart determines that it cannot comply with the Injunctive Terms without violating these requirements or express interpretations; or 2) believes a court or administrative action brought by a governmental body in a Settling State has commenced against it or its pharmacists for actions required by the Injunctive Terms, then Walmart may notify the Attorney General of the Settling State of such potential conflict or potential or pending action. Within thirty (30) days after receipt of a notification from Walmart referenced above, Walmart and the State shall meet and discuss the potential conflict, and Walmart shall comply with any reasonable requests from the Settling State as necessary to determine whether there is a conflict between the Injunctive Terms and the requirements of federal, state, or local

laws, or the express interpretations thereof by an agency responsible for their enforcement, or a conflict with the Injunctive Terms giving rise to the court or administrative action. If the State agrees that there is a conflict or that the court or administrative action is a result of actions required by the Injunctive Terms, the State will engage in best efforts to resolve the conflict or assist in achieving resolution of the court or administrative action. Nothing in this paragraph shall (i) limit the right of the State to disagree with Walmart as to the conflict; or (ii) be deemed to relieve Walmart from following any subsequently enacted law or regulation, or judicial decisions from a regulatory authority with jurisdiction over controlled substances that is more restrictive than the provisions of the Injunctive Terms, or from following the Injunctive Terms if they are more restrictive than applicable laws at issue in the administrative action; or (iii) be deemed to relieve Walmart from adhering to the outcome of the court or administrative action when it is determined there is no conflict..

c. Walmart shall retain all records it is required to create pursuant to its obligations hereunder in an electronic or otherwise easily accessible format and a Settling State shall have the right to review and copy such records upon request and after reasonable notice for the term of these Injunctive Terms. Nothing in these Injunctive Terms shall waive any applicable privilege that may be asserted over any such record. Unless otherwise required by law, if a Settling State seeks to disclose any records created and obtained from Walmart under this provision as part of a proceeding to enforce these Injunctive Terms against Walmart, it shall first provide ten (10) days' notice to Walmart unless doing so would conflict with applicable law. A Settling State shall not otherwise disclose or provide any records created by and obtained from Walmart under this provision to third parties during or after the Term of these Injunctive Terms unless required to do so by law. If a Settling State is required to disclose or provide any records created by and obtained from Walmart under this provision to third parties during or after the Term of these Injunctive Terms, it shall first provide ten (10) days' notice to Walmart unless doing so would conflict with applicable law. This notification requirement shall not apply to documents obtained by a Settling State or its agencies that are required to be produced to the Settling State or its agencies by law or regulation, nor shall it apply to documents obtained by a Settling State or its agencies that are shared with federal, state, or local law enforcement. This notification requirement shall also not apply to documents obtained by a Settling State or its agencies from other sources.

5. No Admission and No Use as Evidence. Walmart does not admit liability or wrongdoing. These Injunctive Terms shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or limitation of any defense otherwise available to Walmart. These Injunctive Terms 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 these Injunctive Terms.

II. TERM AND SCOPE

1. The term of these Injunctive Terms shall be from the Injunctive Terms Implementation Date until ten years from the Injunctive Terms Implementation Date, unless otherwise specified herein.

2. Except as otherwise stated herein, the Injunctive Terms shall apply to Walmart's retail pharmacy stores registered or licensed with each Settling State that dispense Schedule II Designated Controlled Substances to Patients and to Schedule II Designated Controlled Substances dispensed to patients in each Settling State by its mail-order pharmacy. Should Walmart operate an online pharmacy that is registered or licensed to dispense Schedule II Designated Controlled Substances in any Settling State while these Injunctive Terms are in effect, the Injunctive Terms shall apply to such online pharmacy as well.

3. This agreement may be amended by mutual agreement of a majority of the States Injunctive Relief Committee and Walmart. Any such amendments must be in writing.

III. DEFINITIONS

1. The term "Distributor Injunctive Terms" means Exhibit P of the Settlement Agreement, dated as of July 21, 2021, between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and certain States and subdivisions.

2. The term "Block" means an action taken by Walmart preventing or otherwise prohibiting any Walmart pharmacist from filling prescriptions for Controlled Substances from a specific identified prescriber.

3. The term "Clearinghouse" means the system established by Section XVII of the Distributor Injunctive Terms.

4. The term "Clearinghouse Advisory Panel" is as defined in Section XVII.B.4 of the Distributor Injunctive Terms.

5. The term "Controlled Substances" means those substances designated under schedules II-V pursuant to the federal Controlled Substances Act and the laws and regulations of the Settling State that incorporate the federal Controlled Substances Act. Controlled Substances shall also include gabapentin, except for purposes of dispensing in States that do not treat gabapentin as a controlled substance or similar designation (e.g., "drug of concern").

6. The term "Designated Controlled Substances" shall be limited to: (a) oxycodone; (b) hydrocodone; (c) hydromorphone; (d) tramadol; (e) oxymorphone; (f) morphine; (g) methadone; and (h) fentanyl.

7. The term "Effective Date" is defined in Section TK of [title of full Agreement].

8. The term "Injunctive Terms Implementation Date" means (i) 90 days after the Effective Date of the Settlement Agreement, or (ii) 90 days after CVS and Walgreens have agreed to implement materially the same Injunctive Terms nationwide pursuant to a binding agreement with state attorneys general and such Injunctive Terms imposed upon CVS and Walgreens have become effective, whichever is later. To the extent there is a dispute between the Settling States and Walmart regarding whether the Injunctive Terms imposed on other pharmacies are materially the same as these Injunctive Terms, such dispute shall be heard by the National Arbitration Panel. If any Injunctive Term is found to be materially different, only that term and any co-dependent terms, as applicable, would be invalidated and inoperative. However, in no event shall the Injunctive Terms be any less stringent than those applied in the Walmart-Florida Injunctive Relief Terms.

9. The term "National Arbitration Panel" is defined in Section TK of [title of full Agreement].

10. The term "Patient" means any individual who receives a prescription for a Designated Controlled Substance from a Prescriber, whether legally valid or not, and attempts to fill it at one of Walmart's retail pharmacy stores in a Settling State.

11. The term "Prescriber" means any individual that has written a prescription, whether legally valid or not, that is presented to a Walmart pharmacy in a Settling State.

12. The term "Red Flag(s)" means the enumerated Patient Red Flags, Prescription Red Flags, and Prescriber Red Flags set out in Section IX.

13. The term "Settling State(s)" means each State that is a signatory to [Title of Full Agreement].

14. The term "States Injunctive Relief Committee" means a committee representing the Settling States composed of between four and eight members designated by the Settling States.

IV. CONTROLLED SUBSTANCE COMPLIANCE PERSONNEL

1. Walmart shall designate a Controlled Substance Compliance Director, or other appropriately titled position, to be a member of the Controlled Substance Compliance Committee (described below in Section VI), and to oversee a Controlled Substance Compliance Department and Walmart's compliance with 21 C.F.R. 1306 these Injunctive Terms. As used in these Injunctive Terms, the terms "Controlled Substance Compliance Committee" and "Controlled Substance Compliance Department" refer to the entity or entities, however titled, that carry out the functions required by these Injunctive Terms. Notwithstanding the preceding sentence, to the extent an existing position, committee or department carries out the functions required by these Injunctive Terms, any other functions undertaken by such position, committee or department shall not be subject to these Injunctive Terms or oversight by the Settling States pursuant to these Injunctive Terms. The position, committee and department discussed in these Terms may bear different names and need not be limited to the roles and functions set forth herein.

2. The Controlled Substance Compliance Director shall have knowledge of and experience with the laws and regulation of Controlled Substances, in particular laws and regulations regarding 21 C.F.R. 1306 and requiring effective controls against the potential diversion of Controlled Substances.

3. The Controlled Substance Compliance Director shall provide at least quarterly reports to the Controlled Substance Compliance Committee (described below in Section VI) regarding Walmart's compliance with these Injunctive Terms, including the implementation of any changes to the CSCP Policies and Procedures required by these Injunctive Terms.

4. Staffing levels of Walmart's Controlled Substance Compliance Department shall be reviewed periodically, but at least on an annual basis, by Walmart's Controlled Substance Compliance Committee to assess whether such staffing levels are sufficient for the Controlled Substance Compliance Department to comply with this Agreement. This review shall include consideration of relevant developments in technology, law, and regulations.

5. Throughout the term of these Injunctive Terms, Walmart shall maintain a telephone and electronic submission hotline(s) (the "Hotline") to permit employees and/or Patients to anonymously report suspected inappropriate or illegitimate dispensing, prescribing or diversion of Designated Controlled Substances, violations of the CSCP Policies and Procedures, these Injunctive Terms, Walmart's company policy, or other applicable law. The Hotline may be implemented by adding a dedicated option to existing systems that includes reporting regarding Designated Controlled Substances. Walmart shall publish its Hotline contact information to its employees and Patients in the Settling States. Walmart shall maintain for the duration of Injunctive Terms a record of each complaint made to the Hotline regarding Designated Controlled Substances and

documentation regarding any investigation or response to such complaints. Nothing herein shall require Walmart to investigate a pharmacist's professional judgment to refuse a prescription that the pharmacist believes was prescribed or is being used for other than a legitimate medical purpose or that the pharmacist believes was not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

V. INDEPENDENCE

1. Walmart's Controlled Substance Compliance Department personnel, pharmacists and pharmacist technicians who work at Walmart's pharmacies within the Settling States, and field personnel who supervise pharmacists and pharmacist technicians (together, "CSCP Employees"), shall not be compensated in whole or in part by commissions, bonuses, incentives or any other monetary or non-pecuniary benefit that depends in any part on revenue or profitability targets or expectations for sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent compensation of employees based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.

2. No CSCP Employees may be terminated, suspended, threatened with or face any other negative employment consequence for failing to meet any revenue or profitability targets or expectations for sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent Walmart from taking employment action based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.

3. Personnel in Walmart's Controlled Substance Compliance Department shall not report to Walmart's sales, marketing, or business development personnel, and sales, marketing, or business development personnel shall not be authorized to make decisions regarding the promotion, compensation, demotion, admonition, discipline, commendation, periodic performance reviews, hiring, or firing of Controlled Substance Compliance Department personnel.

4. Walmart's sales, marketing and business development department personnel are prohibited from interfering with, obstructing, or otherwise exerting control over any Controlled Substance Compliance Department or Controlled Substance Committee decision-making.

5. Notwithstanding the prior paragraph, Walmart pharmacy operations personnel may sit on the Controlled Substance Compliance Committee and pharmacists and pharmacy managers may sit on the Controlled Substance Compliance Committee provided that they do not have voting privileges.

6. To the extent necessary to comply with this section, Walmart's Controlled Substance Compliance Committee shall review, modify, and direct any changes to any compensation and non-retaliation policies specific to the sale or dispensing of Designated Controlled Substances.

VI. OVERSIGHT

1. To the extent not already established, within thirty (30) business days of the Injunctive Terms Implementation Date, Walmart shall establish a compliance committee, however titled, that includes representatives from its respective legal, compliance, pharmacy operations and finance departments, however named, to provide oversight over the CSCP and its compliance with the Injunctive Terms. For the purposes of reference herein, this committee, however named, shall be referred to as the "Controlled Substance Compliance Committee." Walmart shall maintain its Controlled Substance Compliance Committee for the duration of the term of the Injunctive Terms. The Controlled Substance Compliance Director shall be a member of the Controlled Substance Compliance Committee.

2. Walmart's Controlled Substance Compliance Committee shall have quarterly meetings during which the Controlled Substance Compliance Director shall report on, and the Controlled Substance Compliance Committee shall review, among other things, (a) the Prescription Validation Process, including the CSCP Policies and Procedures on identifying and resolving Patient, Prescriber and Prescription Red Flags; (b) the training required under the Injunctive Terms; (c) proactive due diligence and site visits; (d) the Prescriber Review Processes; (e) significant new national and regional diversion trends involving Controlled Substances; (f) Walmart's adherence to the Injunctive Terms and applicable laws and regulations; and (g) any technology, staffing, or other resource needs for the CSCP. The Controlled Substance Compliance Committee shall have access to all CSCP reports described in the following subsection.

3. On an annual basis, Walmart's Controlled Substance Compliance Committee shall provide a written report to Walmart's President, Chief Financial Officer, Chief Legal Officer, and Chief Compliance Officer, as well as its Board of Directors, outlining (a) Walmart's adherence to, and any material deviations from these Injunctive Terms; (b) the allocation of resources sufficient to comply with these Injunctive Terms; and (c) any revisions to the CSCP that the Controlled Substance Compliance Committee has approved. The Board of Directors or a committee thereof shall document in its minutes its review of the annual Controlled Substance Compliance Committee reports.

4. Walmart, through its Controlled Substance Compliance Department and Committee, shall, at least once every year, review and oversee any enhancements to the CSCP Policies and Procedures and systems for dispensing activity that the Controlled Substance Compliance Committee deems necessary.

5. The Controlled Substance Compliance Committee shall be responsible for the approval of all material revisions to the CSCP Policies and Procedures, provided that nothing herein shall prevent Walmart from implementing changes to the CSCP Policies and Procedures pending such review and approval.

VII. MANDATORY TRAINING

1. The CSCP Policies and Procedures shall be published in a form and location readily accessible to all pharmacy and compliance personnel at each Walmart pharmacy location in the Settling States. Online availability is sufficient, so long as pharmacy and compliance personnel have access to a computer with access to the CSCP Policies and Procedures.

2. Walmart shall implement policies and procedures requiring that, to the extent practical (for example, accounting for employee leave), within 90 days of the Injunctive Terms Implementation Date, all existing CSCP Employees must complete a training on the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and their corresponding responsibility. These policies and procedures shall further require that all new hires must complete such trainings within 60 days of hiring or 6 months of the Injunctive Terms Implementation Date, whichever is later. Walmart will further ensure that every CSCP Employee will receive such training at least once every 3 years for the term of these Injunctive Terms.

3. On an annual basis for the duration of these Injunctive Terms, Walmart shall test its CSCP Employees on their knowledge regarding the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and their corresponding responsibility.

4. Walmart shall train all third-party compliance consultants performing CSCP-related compliance functions for Walmart in the same manner as Walmart's CSCP Employees.

5. It shall be a part of the CSCP Policies and Procedures and all trainings of all CSCP Employees required under these Injunctive Terms that pharmacists shall refuse to dispense Controlled Substances that they believe were prescribed or are being used for other than a legitimate medical purpose or that they believe were not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

6. All trainings required under these Injunctive Terms shall also make clear that i) Walmart's compensation and non-retaliation policies, including pursuant to these Injunctive Terms, prevent CSCP Employees from being compensated or penalized in any way related to revenue or profitability targets or expectations specific to sales of Controlled Substances; and ii) pharmacists will not be penalized in any way for exercising their professional judgment to refuse to fill prescriptions for Controlled Substances pursuant to their corresponding responsibility.

VIII. THE PRESCRIPTION VALIDATION PROCESS

1. As part of its CSCP, Walmart shall maintain a Prescription Validation Process in the CSCP Policies and Procedures, as further described and set forth in this section, that each pharmacist employed by Walmart in a Settling State must follow when dispensing a prescription for a Controlled Substance. The inclusion of an enumerated Red Flag in these Injunctive Terms shall not be considered, construed, or represented to be an admission, concession, or evidence of any fact or contention related to such Red Flag. Nothing in these Injunctive Terms shall require Walmart to create a record in those instances where the pharmacist rejects a prescription when presented without an effort to resolve any red flags, including but not limited to instances where the pharmacist identifies on the face of the prescription a Prescription Red Flag (defined in Section IX below) that causes the pharmacist to conclude without further inquiry that the prescription is invalid.

2. A Red Flag will be considered "resolved" if, after further investigation as described below, and given other facts and circumstances surrounding the prescription, a pharmacist determines, in his or her professional judgment, that the facts that triggered the Red Flag do not lead him or her to believe that the prescription was written or is being submitted for an illegitimate medical purpose or outside the usual course of a Prescriber's professional practice. All Red Flags described in Sections IX.3 and IX.5 below shall be based on internal Walmart dispensing data regarding prescriptions filled at Walmart pharmacies and shall not be based on Prescription Monitor Program ("PMP") or Prescription Drug Monitoring Program ("PDMP") data or dispensing data regarding prescriptions filled at pharmacies other than Walmart pharmacies. Nothing in this Agreement requires Walmart to use nor prohibits Walmart from using any data other than internal Walmart dispensing data to identify any Patient Red Flags or Prescriber Red Flags (described in Section IX.3 and IX.5 below).

3. Walmart's CSCP Policies and Procedures shall provide that if a pharmacist identifies any "Patient Red Flags" associated with a Controlled Substances prescription (described in Section IX(3) below), before filling the prescription the pharmacist must resolve them; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient's profile and history with Walmart, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available Prescription Monitoring Program ("PMP" or "PDMP") data, and/or reviewing other data or information available to the pharmacist.

4. Walmart's CSCP Policies and Procedures shall provide that if forgery or fraud is suspected, or if the pharmacist identifies any other "Prescription Red Flags" associated with a Controlled Substances prescription (described in Section IX(4) below), the pharmacist must either reject the prescription if the pharmacist concludes without further inquiry that the prescription is invalid or resolve the Prescription Red Flags; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient's profile and history with Walmart, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to the pharmacist.

5. Walmart's CSCP Policies and Procedures shall require that if a pharmacist identifies any "Prescriber Red Flags" associated with a Controlled Substances prescription (described in Section IX(5) below), the pharmacist must resolve them; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing any Walmart records regarding the Prescriber, calling the Prescriber if appropriate, speaking with the Patient if appropriate, calling on the pharmacist's pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to Walmart.

6. Walmart's CSCP Policies and Procedures shall provide that the resolution of all Red Flags identified by the pharmacist, as well as any Controlled Substance prescriptions that were rejected pursuant to the Prescription Validation Process, and the reasons why they were rejected, must be documented. Any such records shall be maintained for the duration of these Injunctive Terms. To the extent that a Red Flag is resolved based upon facts or circumstances that are already reflected or documented in Walmart's records, further documentation of those facts or circumstances is not required for resolution of substantially the same Red Flag on subsequent prescriptions. For example, if a patient lives 55 miles from a Walmart pharmacy but works near the pharmacy and that fact is reflected in pharmacy records, no documentation for the resolution of the Red Flag addressing patient distance from the pharmacy is required in connection with individual prescriptions dispensed for that patient.

7. Walmart's CSCP Policies and Procedures shall provide that, even if all Red Flags are resolved, a pharmacist shall reject a prescription if, in his or her professional judgment, he or she believes that it was written or is being submitted for other than a legitimate medical purpose and/or was written outside the usual course of an individual Prescriber's professional practice.

IX. <u>RED FLAGS</u>

1. Walmart shall provide annually to the Settling States, beginning with an initial report twelve months after the Injunctive Terms Implementation Date, and annually

thereafter, a report (the "Annual Red Flag Report") that sets forth: (a) the total number of prescriptions for Controlled Substances dispensed annually aggregated nationally and by state; (b) the specific metrics or algorithms (if any) used to identify each category of Red Flag listed in this section; and, (c) for each category of Red Flags (excluding the Prescription Red Flags in IX.4 except to the extent collected and maintained), the following information on both a nationwide basis and, separately, for each Settling State:

a. The number of times that Walmart pharmacists input a prescription into its systems and identified the Red Flag during the prior year;

b. The number of times when such Red Flag was not resolved and thus, the prescription was refused, during the prior year;

c. The percentage of instances where a Red Flag occurred, as in subsection a, that the Red Flag was not resolved, as in subsection b.

2. Within the three months following the provision of the Annual Red Flag Report, either Walmart or the States Injunctive Relief Committee may propose in writing a meet and confer to discuss potential changes to the scope of one or more categories of Red Flags. At such a meeting, Walmart or the States Injunctive Relief Committee may provide additional research, information or data available to them beyond that provided in the Annual Red Flag Report. For example, Walmart might propose reducing the threshold for triggering a particular category of Red Flag or consolidating certain Red Flags or subcategories of Red Flags into a single metric, or the States Injunctive Relief Committee might propose increasing the threshold for triggering a particular Red Flag or expanding that Red Flag to include multiple subcategories (*e.g.*, number of prescriptions, distance thresholds).

a. If Walmart and the States Injunctive Relief Committee agree on such changes to one or more Red Flags, they shall document those changes in writing and they shall become a part of these Injunctive Terms for all intents and purposes. Further, any modified Red Flags shall thereafter become subject to tracking by Walmart and part of the Annual Red Flag Report.

b. If Walmart and the States Injunctive Relief Committee cannot agree on the proposed changes during their meeting and confer, the Party seeking the change(s) to the Red Flag(s) may seek a 5-day mediation of the issue at its own expense. If the mediation fails to resolve the dispute between the parties, the party seeking the proposed change(s) may appeal to the National Arbitration Panel to have the National Arbitration Panel modify the Red Flags on the basis that the change(s) would be consistent both with avoiding unnecessary material costs of identifying and resolving Red Flags and materially reducing the diversion of Controlled Substances. In such a proceeding, the Party seeking the

proposed change(s) may provide evidence from Annual Red Flag Reports or from other research, data and information.

3. Walmart shall treat the following circumstances as "Patient Red Flags":

    a. A Patient seeks to fill a Schedule II Designated Controlled Substance prescription more than three days prior to the contemplated exhaustion date of more than two earlier prescriptions of the Schedule II Designated Controlled Substance (e.g., exhaustion of the days' supply assuming the prescription has been taken in accordance with the prescribers' directions on the face of the prescription);

    b. A Patient seeks to fill a Designated Controlled Substance prescription from a Prescriber after having filled Designated Controlled Substance prescriptions from three other Prescribers, from separate practices, in a given 6-month period;[1]

    c. A Patient seeks to fill a Designated Controlled Substance prescription after having filled Designated Controlled Substance prescriptions at two other Walmart pharmacies within 30 days;

    d. A Patient seeks to fill a Designated Controlled Substance prescription after having filled three other Designated Controlled Substance prescriptions within 30 days;

    e. The distance between a Patient's residence and the Walmart pharmacy receiving the Designated Controlled Substance prescription is farther than 50 miles (except if the prescription is presented to Walmart's mail-order pharmacy, in which case this Red Flag shall not be applicable);

    f. The Patient resides more than 100 miles from the Prescriber who issued the Designated Controlled Substances prescription;

    g. A Patient seeks to fill an acute-condition Designated Controlled Substance prescription for more than a seven-day supply or over 50 MME per day and has not filled an acute-condition Designated Controlled Substance prescription within the past 30 days; and

    h. A Patient seeks to fill a Designated Controlled Substance prescription after having two other prescriptions for Designated Controlled Substances subjected to documented refusals to fill by a Walmart pharmacist within the past 30 days.

4. Walmart shall treat the following circumstances as "Prescription Red Flags:"

[1] In Walmart's sole discretion, for administrative convenience Walmart may implement this Red Flag without regard to whether prescribers are at separate practices, thereby resulting in more instances in which the flag occurs.

a. A Controlled Substance prescription that appears altered, including but not limited to, a photocopied prescription or a prescription in which an altering agent, such as white out, was used;

b. A Controlled Substance prescription written with misspellings suggesting the prescription may not have been written by a Prescriber;

c. A Controlled Substance prescription using atypical abbreviations suggesting the prescription may not have been written by a Prescriber; and

d. A Controlled Substance prescription written with multiple colors of ink or in multiple different handwritings.

5. Walmart shall treat the following circumstances as "Prescriber Red Flags:"

a. A Prescriber provides a Patient with prescriptions for all three of a Schedule II Designated Controlled Substance, a benzodiazepine, and carisoprodol;

b. A Prescriber has no office within 50 miles of the retail pharmacy store where a Designated Controlled Substance prescription is submitted; and

c. A Patient seeks to fill a Designated Controlled Substance prescription written by a Prescriber after having filled at least seven Designated Controlled Substance prescriptions written by the same Prescriber within 90 days.

X. PRESCRIBER REVIEW

1. Walmart shall regularly review the prescribing patterns and practices of Prescribers of Designated Controlled Substances (the "Prescriber Review Process"). The Prescriber Review Process shall employ algorithms, or other means, to review data on Walmart's retail dispensing for potential Prescribers of concern.

2. Walmart shall automatically refer a Prescriber for further investigation as part of the Prescriber Review Process in the following circumstances:

a. Personnel implementing the Prescriber Review Process become aware that a Prescriber has had his or her medical license suspended or revoked for violations of laws or regulations related to Controlled Substance prescribing in any jurisdiction of the United States within the prior six months;

b. A Prescriber has been the subject of a blanket refusal to fill;

c. A Prescriber has been the subject of more than ten (10) documented refusals to fill within a six-month period;

d. Personnel implementing the Prescriber Review Process become aware that a Prescriber has been charged or indicted with a crime related to prescribing Controlled Substances by the Federal Government or in any jurisdiction of the United States; or

e. Walmart has received a Hotline complaint that has been investigated and substantiated concerning a Prescriber's illegitimate prescribing of Controlled Substances.

3. Based on the professional judgment of the employees operating the Prescriber Review Process, Walmart may also refer a Prescriber for further investigation as part of the Prescriber Review Process based on one of the following circumstances:

   a. A Prescriber was the subject of an inquiry by law enforcement;

   b. A Prescriber was flagged for review by a Walmart pharmacist (other than through a refusal to fill or blanket refusal to fill) or supervisory field personnel; or

   c. A Prescriber was identified by review or analysis of objective data metrics, alone or in combination, such as data pertaining to the Prescriber's Controlled Substance prescription practices or patients.

4. Once Walmart identifies a Prescriber for further investigation, Walmart shall review pertinent and available data and information pertaining to the Prescriber, which may include interviews or other information gathered in the discretion of the employees operating the Prescriber Review Process. When permitted by law, nothing contained in this Section prevents Walmart from taking immediate action to Block a Prescriber in lieu of referral for further investigation or prevents a Walmart Pharmacist from refusing to fill any particular prescription or refusing to fill prescriptions from a given Prescriber.

5. If after the Prescriber Review Process those making the decision have not resolved the circumstances that caused Walmart to further investigate the Prescriber, then the Prescriber shall be Blocked and Walmart pharmacies will no longer fill controlled substance prescriptions written by that prescriber. If Walmart does not Block the Prescriber due to requirements of state law, Walmart shall provide notice to the Pharmacist that, but for this prohibition, the Prescriber would have been Blocked. A Prescriber may have an opportunity at the discretion of Walmart to seek future reinstatement by providing information to Walmart that may resolve its concerns. Nothing in this Section shall limit the right or ability of individual Walmart pharmacists to either refuse to fill a given prescription or refuse to fill all prescriptions for Controlled Substances from a given prescriber independent of any decision by Walmart to Block or not Block a given prescriber. Walmart shall provide the names of doctors

it has Blocked to the Board of Medicine in each Settling State.

6. Walmart shall report to each Settling State the number and identity of Prescribers from such Settling State that were Blocked and the number of Prescribers from such Settling State who were referred for a decision regarding whether the Prescriber should be Blocked as part of Walmart's Prescriber Review Process. Such reporting shall occur on an annual basis. Walmart may, at its discretion, report on a more frequent basis.

XI. PROACTIVE DUE DILIGENCE AND SITE VISITS

1. During the term of these Injunctive Terms, Walmart shall conduct periodic proactive compliance reviews of its retail pharmacy stores in the Settling States to assist with the identification of potential compliance issues related to the dispensing of Designated Controlled Substances at its retail pharmacy stores in the Settling States. This may be satisfied by the use of algorithms, or other electronic means, to analyze the data associated with each pharmacy to identify particular pharmacies for review as required under this Section XI. Documentation of any resulting reviews shall be maintained by Walmart and made accessible to all Controlled Substance Compliance Department personnel upon request for the duration of these Injunctive Terms.

2. During the term of these Injunctive Terms, Walmart personnel or qualified third-party compliance consultants shall also conduct site visits based on analysis of data regarding dispensing of Designated Controlled Substances at Walmart pharmacies, including unannounced site visits to at least one in every 50 of its retail pharmacy stores in each Settling State each year (but not less than five each year) for the duration of these Injunctive Terms. These site visits shall at a minimum consist of a review of Controlled Substance dispensing documentation and recordkeeping; a review of fraud, theft and loss prevention equipment and processes; an audit of Controlled Substances inventory and recordkeeping; and a review of physical surroundings and other circumstances for any indications of potential non-compliance with these Injunctive Terms or the CSCP Policies and Procedures, or any violations of other applicable laws and regulations related to Controlled Substances.

3. During site visits, Walmart personnel or qualified third-party compliance consultants shall interview relevant pharmacy employees, if appropriate, about any potential areas or issues of concern, including potential violations of law, the CSCP Policies and Procedures, and these Injunctive Terms, as well as the retail pharmacy store's maintenance of effective controls against the potential diversion of Controlled Substances.

4. Walmart personnel or qualified third-party compliance consultants who conduct site visits shall complete a report reflecting the findings of any site visit pursuant to this section. This report shall document areas or issues of concern, including potential

violations of law, the CSCP standard operating procedure, and these Injunctive Terms, and the results of any follow-up data analysis performed, as well as any other results or findings.

5. Site visit reports and all other compliance reports related to the dispensing of Designated Controlled Substances shall be maintained by Walmart and made accessible to all Controlled Substance Compliance Department personnel upon request for the duration of these Injunctive Terms.

XII. FRAUD, THEFT AND LOSS PREVENTION

1. In addition to complying with all fraud, theft and loss procedures, policies and precautions required by state and federal law, Walmart shall maintain information regarding the inventory accounting and auditing of all Designated Controlled Substances at each retail pharmacy store for at least three years from the date of the accounting or audit.

2. In addition to any other reporting obligations under state and federal law, Walmart must provide to each Settling State on a quarterly basis any reports it has made to the Drug Enforcement Administration regarding the theft or significant loss of Controlled Substances in that Settling State pursuant to 21 CFR §1301.76(b).

XIII. REPORTING TO LAW ENFORCEMENT

1. To the extent not already in place, Walmart shall implement standard operating procedures directing its employees to report any confirmed fraudulent or forged prescriptions to Settling State law enforcement authorities, to the extent they want to accept it, within 5 business days of completing any review of such prescription, and provide a summary of such reports, to the extent permitted by law, to the Settling State on a biannual basis upon request.

2. Walmart shall document and for at least 2 years maintain records of any such reports that are made to law enforcement regarding confirmed fraudulent or forged prescriptions.

XIV. ENFORCEMENT OF INJUNCTIVE TERMS

1. Notice of Potential Violations and Opportunity to Cure.

    a. A “Potential Violation” occurs when the Settling State determines, after appropriate investigation and due diligence, that Walmart is not in substantial compliance with a material aspect of the Injunctive Terms. A Potential Violation may be for a single retail pharmacy. A violation of this Agreement

does not necessarily occur when a pharmacist, pharmacist technician, or other field personnel who supervise pharmacists and/or pharmacist technicians employed by Walmart violates Walmart's CSCP Policies and Procedures or the law.

b. Potential Violation Discovered by Settling State.

    a. In the event of a Potential Violation identified by a Settling State, the Settling State shall notify Walmart in writing (the "State's Notice").

    b. Within thirty (30) days of receipt of the State's Notice, Walmart shall provide a written response to the Settling State. The response shall include Walmart's position as to the act(s) of non-compliance, including, possibly, a statement setting forth why Walmart believes it is in substantial compliance with the relevant provision(s) or a statement explaining how the Potential Violation has been addressed.

    c. If the Settling State wishes to meet with Walmart, Walmart shall promptly make itself available for such a meeting.

c. If, after review of a written response and any meeting, the Settling State believes that a Potential Violation is ongoing or has not been substantially addressed, it will provide written notice to Walmart and work in conjunction with Walmart to devise, within thirty (30) days, a corrective action plan ("Corrective Action Plan") to remedy such Potential Violation, including a reasonable period for implementation of such plan.

d. Within 60 and 120 days after implementing the Corrective Action Plan, Walmart will provide a written compliance update to the Settling State and make itself available to meet with the Settling State if requested. If after reviewing the compliance update and any meeting, the Settling State believes a Potential Violation remains ongoing or has not been substantially addressed, the Settling State may commence a 30-day mediation period. If mediation fails to resolve the dispute between the parties, the Settling State may take whatever action it deems necessary, including but not limited to bringing an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed by state law, conducting further investigation, or attempting to negotiate an updated Corrective Action Plan with Walmart. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement.

e. If Walmart fails or refuses to provide a written response, to devise or implement a Corrective Action Plan or to provide a compliance update as required by

subsections 1(b), 1(c) and/or 1(d), a Settling State may bring an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed by state law, conduct further investigation, or attempt to negotiate an updated Corrective Action Plan with Walmart. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement.

f. If, after review of a written response and any meeting, pursuant to subsections 1b. or 1c., above, the Settling State concludes that a Potential Violation is not ongoing or has been substantially addressed, the State will provide written notice of this conclusion to Walmart within 30 days of reaching its conclusion.

2. Enforcement Action. Each Settling State agrees that prior to taking any court or administrative action, other than an action that the Settling State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State, or that a public emergency requiring immediate action exists, it will follow the process outlined above. If the Settling State concludes that action is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State or that a public emergency requiring immediate action exists, it will make best efforts to provide reasonable notice to Walmart prior to initiating any such action.

XV. COMPLIANCE CERTIFICATION

1. Walmart's Controlled Substance Compliance Director shall, after diligent inquiry, complete an annual compliance certification as set out in Section XV(4).

2. The certification shall be filed annually for the duration of these Injunctive Terms with a Settling State's appropriate licensing and/or regulatory agency and its Attorney General.

3. In addition to the responsibilities set forth in these Injunctive Terms, certain Walmart Pharmacy employees ("Certifying Employees") are expected to monitor and oversee activities within their areas of authority and beginning within 1 year of the Injunctive Terms Implementation Date shall annually certify that the applicable Walmart department is in compliance with applicable statutory requirements and the obligations of these Injunctive Terms. These Certifying Employees shall include, at a minimum, the following: Senior Vice President, Pharmacy; Vice President, Pharmacy Operations; Senior Vice President, Chief Financial Officer, Health & Wellness; and Chief Ethics and Compliance Officer, Health & Wellness. For each reporting period, each Certifying Employee shall sign a certification as set out in Section XV(4).

4. The certification shall state:

"I understand the compliance requirements and responsibilities as they relate to [insert name of department], an area under my supervision. My job responsibilities include attempting to ensure compliance with regard to the [insert name of department] with all applicable statutory requirements, obligations of the Injunctive Terms, and applicable policies, and I have taken steps to promote such compliance. To the best of my knowledge, the [insert name of department] is in compliance with the obligations of these Injunctive Terms. I understand that this certification is being provided to and relied upon by the State of [Settling State]."

5. If the Controlled Substance Compliance Director or Certifying Employee is unable to provide such a certification, the Controlled Substance Compliance Director or Certifying Employee shall provide a written explanation of the reasons why he or she is unable to provide the certification outlined above.

6. Within 120 days of the Injunctive Terms Implementation Date, Walmart shall develop and implement a written process for the Certifying Employees to follow for the purpose of completing the certification required by this section.

XVI. DATA SHARING

1. Walmart shall consent to the provision by its distributors of Walmart's unblinded "867 Data" (data sent from the distributor to the manufacturer concerning the sale of its products to Walmart) regarding Designated Controlled Substances to opioid manufacturers as soon as commercially reasonable and at no cost to the manufacturers, provided that, pursuant to a prior written agreement with Walmart, the opioid manufacturers agree (a) to ensure the confidentiality of the 867 Data; (b) to implement safeguards and procedures to limit access to and use of the 867 Data; (c) that the 867 Data shall be used solely for compliance purposes as part of their Suspicious Order Monitoring programs; and (d) that the 867 Data shall be shared only with specified personnel and shall not be shared with business or sales personnel.

2. To the extent that Walmart provides McKesson Corporation, Cardinal Health, Inc., or AmerisourceBergen Corporation (the "Settling Distributors") with Pharmacy Customer Data (as defined in the Distributor Injunctive Terms) for use in their Controlled Substance Monitoring Programs, Walmart agrees that the Settling Distributor(s) may share such Pharmacy Customer Data with the Monitor appointed pursuant to the Distributor Injunctive Terms, provided that the Monitor agrees, pursuant to a prior written agreement with Walmart, (a) to ensure the confidentiality of the Pharmacy Customer Data; (b) to implement safeguards and procedures to limit access to and use of the Pharmacy Customer Data; (c) that the Pharmacy Customer Data is used solely for the purpose of ensuring the Settling Distributors' compliance with the Distributor Injunctive Terms; and (d) that the Pharmacy Customer Data shall be shared only with specified personnel.

XVII. CLEARINGHOUSE

1. Solely for purposes of this Section XVII, the term "Pharmacy Clearinghouse Data" means aggregated data for a 90-day period that contains:

    a. A list of the total number of prescriptions and dosage units for each NDC for all Controlled Substances dispensed at each Walmart retail pharmacy;

    b. A list of the top five prescribers of each Designated Controlled Substance by dosage volume and the top ten prescribers of all Designated Controlled Substances combined by dosage volume dispensed at each Walmart retail pharmacy. For each prescriber, the data shall include the following information:

        i. Number of prescriptions and doses prescribed for each Designated Controlled Substance NDC;

        ii. Number of prescriptions for each unique dosage amount (number of pills per prescription) for each Designated Controlled Substance NDC;

        iii. Prescriber name, DEA registration number, and address; and

        iv. Medical practice/specialties, if available;

    c. Information on whether the method of payment was cash for Controlled Substances prescriptions dispensed at each Walmart retail pharmacy; and

    d. Information on top ten patient residential areas by five-digit ZIP code prefix for filled Designated Controlled Substances by dosage volume, including number of prescriptions and doses for each Designated Controlled Substance NDC dispensed at each Walmart retail pharmacy.

2. To the extent that a Settling Distributor distributes Controlled Substances to Walmart pharmacies, Walmart shall make Pharmacy Clearinghouse Data available to such Settling Distributor for provision to the Clearinghouse on a quarterly basis and Walmart will confer with such Settling Distributor(s) and the States Injunctive Relief Committee to determine: what additional information, if any, is needed from Walmart for a Settling Distributor to perform suspicious order monitoring, including in connection with the effective operation of the Clearinghouse to assist with suspicious order monitoring; if additional information is needed, how Walmart shall provide it to a Settling Distributor; and what information provided by Walmart to a Settling Distributor may be deposited by the Settling Distributor into the Clearinghouse. Due to patient privacy and legal restrictions, in connection with any meet and confer described above, Walmart will not agree to provide individual patient-level or prescription-level data, de-identified or otherwise, to the Settling Distributors and/or the Clearinghouse.

3. Walmart and Settling Distributors will also determine whether and in what amount Walmart will contribute financially to the Clearinghouse. Such contribution, if any, shall be in an amount proportionate to the contributions of other Chain Pharmacies based upon Controlled Substance market share, but in no event shall Walmart be

obligated to contribute more than a total of $7,000,000 for the life of the Clearinghouse. If Walmart contributes financially to the Clearinghouse and/or provides data directly to the Clearinghouse, it shall have the option, in its sole discretion, to have a seat on the Clearinghouse Advisory Panel with rights identical to those of the Settling Distributors. If Walmart becomes a member of the Clearinghouse Advisory, the number of state members shall remain equal to the number of non-state members

4. Any data provided by Walmart to a Settling Distributor and/or the Clearinghouse pursuant to these Injunctive Terms shall be treated in compliance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all applicable state and federal privacy laws.

5. At Walmart's sole option, Walmart may obtain relevant information, analyses, and reports from the Clearinghouse, subject to the following conditions:

    a. Walmart shall be permitted to use information obtained from the Clearinghouse for anti-diversion purposes, including the uses expressly contemplated by the Injunctive Terms.

    b. Walmart shall ensure any data obtained from the Clearinghouse cannot be accessed by any of its employees or agents who are involved in negotiating pricing or other business terms with pharmaceutical distributors or manufacturers.

    c. No pharmacy shall receive from the Clearinghouse information specific to another pharmacy. Notwithstanding the prior sentence, Walmart may receive from the Clearinghouse blinded data.

    d. Walmart may use information it receives from the Clearinghouse only for the purposes of identifying, minimizing, or otherwise addressing the risk of Controlled Substances diversion. Walmart shall not attempt to obtain revenue from this information.

    e. Walmart shall not sell (or obtain license fees for) data obtained from Clearinghouse to any third-parties.

3. Liability Related to the Clearinghouse.

    a. Walmart is entitled to rely upon information or data received from the Clearinghouse, whether in oral, written, or other form. Walmart shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to any party for or in connection with any action taken or not taken by the Clearinghouse. In addition, Walmart shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to any party for or in connection with any action taken or not taken by Walmart based on incorrect,

inaccurate, incomplete or otherwise erroneous information or data provided by the Clearinghouse, unless the information or data was incorrect, inaccurate, incomplete or otherwise erroneous because Walmart itself provided incorrect, inaccurate, incomplete or otherwise erroneous data or information to the Clearinghouse.

b. Reports or analysis generated by the Clearinghouse may not be based on complete data due to a lack of participation by other pharmacies and distributors. As such, Walmart shall not be held responsible for actions or inactions related to reports and analysis prepared by the Clearinghouse which may be based on incomplete data due to a lack of participation by other pharmacies and distributors.

c. Walmart shall not require any distributor to indemnify or otherwise be responsible to it for any claims resulting from the provision of data, including Pharmacy Clearinghouse Data, to the Clearinghouse, including, but not limited to, claims related to any data breaches occurring with the data transmitted to or maintained by the Clearinghouse. Nothing in these Injunctive Terms shall require Walmart to indemnify, or otherwise be responsible to, any pharmacy, distributor, or Walmart customer for any claims arising out of or resulting from the provision of data, including Pharmacy Clearinghouse Data, to the Clearinghouse, including, but not limited to, claims related to any data breaches occurring with the data transmitted to or maintained by the Clearinghouse.

d. Walmart and the Settling States shall not be liable for any breaches of any databases maintained by the Clearinghouse. This does not excuse the Clearinghouse or its vendor(s) from compliance with all state and federal laws and regulations governing (1) the protection of personal information and protected health information, or (2) notifications relating to Data Security Events. Solely for purposes of this Section XVII, the term "Data Security Event" means any compromise, or threat that gives rise to a reasonable likelihood of compromise, by unauthorized access or inadvertent disclosure impacting the confidentiality, integrity, or availability of Pharmacy Clearinghouse Data.

EXHIBIT Q

[Intentionally Omitted]

EXHIBIT R

Agreement on Attorneys' Fees, Costs, and Expenses

This Agreement on Attorneys' Fees, Costs, and Expenses ("Fee Agreement") is entered between Walmart 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 Walmart Global Opioid Settlement Agreement ("Walmart Agreement"). This Fee Agreement becomes effective on the Effective Date of the Walmart Agreement or the date that the Consent Judgments anticipated under the Walmart Agreement become final in 25 Settling States (whichever is later).

I. Definitions

A. This Fee Agreement incorporates all defined terms in the Walmart Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Walmart Agreement.

B. "*Applicant*." Any Attorney or MDL Participating Counsel who seeks an award of attorneys' fees from the Attorney Fee Fund pursuant to the procedures established by the MDL Court and the Fee Panel.

C. "*Attorney*." Any of the following retained through a legal contingency fee or hourly fee contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision or MDL Participating Counsel. This does not include Subdivision in-house attorneys.[1]

D. "*Attorney Fee Fund*." An account consisting of funds allocated to pay attorneys' fees approved pursuant to Section II.B of this Fee Agreement established by Order of and under the ongoing jurisdiction of the MDL Court, as provided below.

E. "*Common Benefit*." Work performed for the benefit of all Participating Subdivisions and Tribal Nations, including, but not limited to, pretrial matters, discovery, trial preparation, trial, settlement negotiations, and all other work that advances the interests of the Participating Subdivisions.

F. "*Common Benefit Fund*." The sub fund of the Attorney Fee Fund described in Section III.C.

G. "*Contingency Fee Fund*." The sub fund of the Attorney Fee Fund described in Section III.D.

[1] For the avoidance of doubt, Nassau County and Suffolk County of New York are eligible to receive payment under the Walmart Agreement and thus the legal services provided to Nassau County and Suffolk County in its litigation against Walmart, which was resolved through a separate settlement agreement, shall be treated as a Qualifying Representation for purposes of this Agreement.

H. "*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.

I. "*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.

J. "*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.

K. "*Later Litigating State.*" A State that first files a lawsuit bringing a Released Claim against a Released Entity after November 14, 2022.

L. "*Litigating Subdivision Cost Fund.*" The fund created to pay approved Subdivision and Tribal costs and expenses as set forth in Section II.E.

M. "*MDL Court*." United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.

N. "*MDL Expense Fund*." The cost fund described in Section II.F below.

O. "*MDL Participating Counsel."* MDL Participating Counsel includes an attorney or firm authorized by MDL 2804 Lead Counsel to perform work for the Common Benefit of Participating Subdivisions. By way of example, it would include insurance counsel and appellant counsel.

P. "*MDL PEC*." The Plaintiffs' Executive Committee appointed by the MDL Court.

Q. "*Non-Participating Litigating Subdivision*." A Litigating Subdivision that is not a Participating Subdivision.

R. "*Non-Participating State.*" A State that is not a Participating State.

S. "*Participating Litigating Subdivision*." A Litigating Subdivision that is also a Participating Subdivision.

T. "*Participation Agreement*." An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.

U. "*Qualified Tribal Representation.*" Representation by an attorney of a Participating Tribal Government regarding Released Claims against Released Entities. Such

counsel are eligible for Common Benefit Fee consideration. The Walmart Tribal Global Settlement provides for the contribution to the Common Benefit Fund as shall be determined by the MDL Court.

V. "*Qualifying Representation*." Legal services provided for representation of the MDL PEC or Participating Litigating Subdivision regarding Released Claims against Released Entities.

W. "*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.[2]

X. *"Walmart.*" (i) Walmart Inc. and (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, and assigns.

II. Fees and Costs

A. *Total Attorneys' Fees and Costs*

1. Total attorneys' fees and costs to be paid by Walmart to Attorneys under this Fee Agreement shall be up to but in no event more than $326,393,370.24, subject to the reductions and provisions set forth below. The total attorneys' fees and costs consists of up to $296,393,370.24 for the Attorney Fee Fund, as set forth in Section II, and up to $30,000,000 in total for the Litigating Subdivision Cost Fund and MDL Expense Fund, as set forth in Sections II.E and II.F respectively.

2. If an Eligible State does not join the Agreement by the State Participation Date and is accordingly not a Settling State, the total attorneys' fees and costs to be paid under this Fee Agreement by Walmart shall be reduced by twelve point four percent (12.4%) times the Remediation Payment amount that would have been allocated to that Non-Settling State as set forth in Section IV.B of the Walmart Agreement.

3. The total attorneys' fees and costs to be paid under this Fee Agreement by Walmart shall also be reduced by the amount of the Contingency Fee Fund for Attorneys representing Litigating Subdivisions in any Settling State that continue to pursue Released Claims ("*Non-Participating Litigating Subdivisions*"), as set forth in Section II.D.4 and II.H.7 below.

4. If Walmart settles with any Non-Settling State after November 14, 2022, and such settlement allows for the Subdivision(s) in such Non-Settling State to

[2] Nothing herein shall be understood to indicate approval for additional State Back-Stop Agreements or modifications of existing State Back-Stop Agreements.

join the settlement, Walmart agrees to withhold from the attorney fee portion of such settlement a Common Benefit Fund assessment, to be deposited in the Common Benefit Fund, of [TK]% times the portion of the Remediation Payment that would have been due to such State if it had participated in the Walmart Settlement and been awarded its full portion of the Remediation Payment (the "*Walmart State Settlement CBF Assessment*"). If Walmart settles with any Subdivision(s) in a Non-Settling State other than in connection with a statewide settlement that includes the relevant State after November 14, 2022, then Walmart agrees to withhold from the attorney fee portion of such settlement a Common Benefit Fund assessment, to be deposited in the Common Benefit Fund, of TK% times the portion of the Remediation Payment that would have been due to such Subdivision under this Agreement (the "*Walmart Subdivision CBF Assessment*," and, along with the Walmart State Settlement CBF Assessment, each a "*Walmart CBF Assessment*"). If (a) Walmart settles with a Non-Settling State after November 14, 2022, (b) such settlement does not allow for the Subdivision(s) in such Non-Settling State to join the settlement, and (c) Walmart later prevails in asserting that Released Claims of Primary Subdivisions in such Non-Settling State were released as a result of such settlement, Walmart agrees to deposit the Walmart State Settlement CBF Assessment in the Common Benefit Fund. Any Walmart CBF Assessment is inclusive of any assessment related to such settlement that would be required by the Ongoing Common Benefit Order (Dkt. #4428) in *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804. To the extent that Walmart is required to pay any additional and/or separate assessment on such settlement as a result of the Ongoing Common Benefit Order, the Walmart CBF Assessment shall be reduced by the amount required to be paid pursuant to the Ongoing Common Benefit Order.

B. *Attorney Fee Fund and Sub Funds*

1. The Attorney Fee Fund shall consist of the Contingency Fee Fund and the Common Benefit Fee Fund.

2. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be __% to the Contingency Fee Fund and __% to the Common Benefit 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 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 to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations and Qualified Trial Representations only. Fees to be paid under this Fee Agreement are not available prior to the Effective Date of the Walmart Agreement. Fees to be paid under this Fee Agreement are not available for representation of States, 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 under this Fee Agreement are not available for representation of any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.

5. In no event shall Walmart be required to pay more into the Attorney Fee Fund than the maximum amount specified in paragraph II.A.1. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions set forth in Section II.A.2 and the reductions and refunds set forth below.

6. 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 Walmart Agreement, as set forth in Exhibit G to the Walmart Agreement, and shall be made by 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.

7. As to awards from the Contingency Fee Fund, there shall be no right of appeal.

8. 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* (__% of the Attorney Fee Fund.)

1. Walmart shall pay the entirety of the Common Benefit Fund payments into the Attorney Fee Fund within fifteen (15) calendar days of the Effective Date of the Walmart Agreement, subject to the reductions set forth in Section II.A.2 and the adjustments set forth below.

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions and Qualified Tribal Representation of Tribal Participating Governments who:

   a. have performed work for the Common Benefit of all Participating Subdivisions and/or Tribal Nations consistent with the provisions to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated May 1, 2018, under docket number 358, 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 Walmart have also reached a settlement for Released Claims with Walmart, and these settlements are the subject of agreements with Walmart. Attorneys are eligible for Common Benefit consideration provided such agreement with Walmart became effective under their terms. Such Attorneys must meet the eligibility criteria in II.G.

   For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.5, MDL Participating Counsel not engaged in Qualifying Representations of Participating Litigating Subdivisions but who performed work for the Common Benefit pursuant to authorization from the MDL Co-Leads 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 May 1, 2018 Order.

4. In assessing the benefits that an Applicant 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 Applicant and his or her clients have contributed to increasing (or reducing) Subdivision Participation in the Walmart Agreement as of the Threshold Subdivision Participation Date, and (ii) the Applicant and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Walmart Agreement, including the Walmart Tribal

Agreement. The Fee Panel shall also consider additional fee recoveries the Applicant may potentially obtain, including, but not limited to, from attorney fee funds under other Settlement Agreements, State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients, whether they participated in the Walmart Agreement or not. It is the intent of this provision to recognize that the goal of the Walmart 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 Walmart Agreement, and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing Later Litigating Subdivisions or Later Litigating States is antithetical to the Walmart Agreement and detracts from Common Benefit. 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 Applicants, as well as, in its discretion, any refunds provided to Walmart as set forth in Section II.H. The Fee Panel shall consider the totality of the Applicant's Participating Litigating Subdivisions as compared to the Applicant's Non-Participating Litigating Subdivisions; the Parties recognize that, although the goal is for 100% participation, Applicants with a greater number of clients have a greater 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 Applicant has a Fee Entitlement.

5. As set forth in Section II.H, the Fee Panel must consider the factors described in paragraph II.C.4 to determine how and whether to allocate funds among Applicants and to determine the amounts to refund to Walmart. Any reduction to an Applicant not refunded to Walmart shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Threshold Subdivision Participation Date.

D. *Contingency Fee Fund*. (__% of the Attorney Fee Fund.)

1. Walmart shall pay the entirety of the Contingency Fee Fund payment into the Attorney Fee Fund within fifteen (15) calendar days of the Effective Date of the Walmart Agreement, subject to the reductions set forth in Section II.A.2 and the adjustments set forth below.

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.

   a. 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.

b. 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.

3. The amount owed by Walmart to the Contingency Fee Fund 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 III.H.7, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions. The Fee Panel shall remit payment to Walmart from the Contingency Fee Fund for any amounts corresponding to such reductions.

4. In the event that after the date of the Walmart Agreement, Walmart, prior to the Effective Date of the Walmart Agreement, settles with any Litigating Subdivision that would have been eligible to participate in the Settlement Agreement, 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 Walmart Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settling Litigating Subdivision, shall be returned to Walmart, except that such refund shall not be greater than the amount paid to the Attorneys under the Litigating Subdivision's prior settlement agreement.

E. *Litigating Subdivision Cost Fund*

1. Walmart shall pay $22,500,000 into the Litigating Subdivision Cost Fund.

2. The Litigating Subdivision Cost Fund shall be available to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions. 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 November 14, 2022.

3. During the period between November 14, 2022 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 Walmart, including by jointly seeking stays or severance of claims against Walmart, 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 Walmart, prior to the Effective Date of the Walmart Agreement, settles with any Litigating Subdivision and, under such settlement agreement pays 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 Litigating Subdivision Cost Fund if they had settled under the Walmart Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to Walmart, 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 Walmart; 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 Walmart. 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 $22,500,000, any remaining funds shall be transferred to the Common Benefit Fund for use as provided in Section II.C.

F. *MDL Expense Fund*

1. Walmart shall pay $7,500,000 into the MDL Expense Fund.

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL Counsel for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The sum deposited into the MDL Expense Fund will be paid directly to the MDL Cost Account, set up by MDL Order and will be administered under the ongoing jurisdiction of the MDL Court, as provided below. No funds may be used to compensate the costs incurred by Non-

Participating Subdivisions or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions.

3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after November 14, 2022, unless the Administrator determines that there are sufficient funds to cover all subdivision costs incurred prior to November 14, 2022 and that special circumstances exist to justify costs incurred following the public announcement of the Walmart Agreement, including reasonable costs related to the implementation of the Walmart Agreement.

G. Eligibility

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees received or awarded, including prior or future Contingency Fees, Common Benefit Fees, 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 which party or parties should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in paragraph II.G.3, must be subject to the criteria set forth in paragraph II.C.4, and must be disclosed to the Fee Panel.

2. An Applicant may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and any fund created by a past or future State Back-Stop Agreement, provided the Applicant 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. All applications for attorneys' fees under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.

b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or Later Litigating State 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 of a Subdivision eligible to be a Participating Subdivision after the Threshold Subdivision Participation Date.

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 or Later Litigating States. 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 or Later Litigating States 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 or Later Litigating State, other than a potential Common Benefit Fee.

f. 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 Walmart Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.

g. 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, trial transcripts, or deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement.

h. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Walmart Agreement to be fair and will make or has made best efforts to recommend the 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, provided, however, that this provision is not intended to prohibit Attorneys who do not represent or otherwise have a contractual agreement with such Non-Settling State or Non-Participating Subdivision from receiving allocated shares of any future common benefit assessments that arise out of settlements or judgments involving such Non-Settling State or 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 under this Agreement. This certification will be done as directed by the Panel.

6. If, at any time, the Attorney is unable to make the representations set forth in this Section, such representations become untrue, or the Attorney falsely represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.

7. If an Attorney has a Fee Entitlement with a Later Litigating Subdivision or Later Litigating State or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify Walmart 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 or Later Litigating State shall be prohibited from receiving any

future funds from the Attorney Fee Fund and be subject to additional obligations as set forth in Subsection 8 below. If an Attorney fails to notify Walmart and the Fee Panel of such Fee Entitlement with a Later Litigating Subdivision or Later Litigating State, the Attorney shall be required to refund amounts previously paid. The Fee Panel shall notify Walmart when it receives notification.

8. To the extent an Attorney who has received compensation from the Attorney Fee Fund based on Qualifying Representations of Participating Litigating Subdivisions under the Walmart Agreement represents a Later Litigating Subdivision or Later Litigating State, such Attorney shall be obligated to refund such amounts received as compensation from the Attorney Fee Fund to Walmart. Walmart or such Attorney may bring any dispute as to whether such Attorney shall be obligated to refund such amounts received from the Attorney Fee Fund to Walmart to the Fee Panel. Nothing herein shall require a multi-attorney law firm that has received compensation from the Attorney Fee Fund to refund such amounts if an attorney of the firm that is no longer affiliated with such law firm, after such departure, represents a Later Litigating Subdivision or Later Litigating State, provided that (a) neither the law firm nor any of its other attorneys have any contractual or financial arrangement regarding, stand to benefit directly or indirectly from, or directly or indirectly provide financial or other support of any kind to, the former attorney's representation of the Later Litigating Subdivision or Later Litigating State and (b) if the former attorney was a partner or owner of the multi-attorney law firm at the time that the law firm received compensation from the Attorney Fee Fund, the former attorney shall be obligated to refund such amounts as the former attorney earned as a result of the compensation that the law firm received from the Attorney Fee Fund.

9. 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.

10. 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 Walmart 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.

11. 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 procedures outlined herein.

12. Applicants are under an ongoing obligation to inform the Fee Panel in writing of any additional fees earned, expected, or received related to any Opioid litigation throughout the period of the Fee Panel's operation.

H. Calculation of Amounts Due.

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Applicant. 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 Walmart 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 Walmart may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for making determinations under this Fee Agreement 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 Walmart) 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. The Fee Panel shall ensure that payments are only made for Qualifying Representations of Participating Litigating Subdivisions. In addition, the Fee Panel will give consideration in regard to Common Benefit Fund 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 Applicant's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Applicant'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 Applicant due to time dedicated to Qualifying Representations;

e. The Common Benefit, if any, alleged to have been conferred by the Applicant and whether such Common Benefit work product by that Applicant was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that any Applicant 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 Applicant;

i. Whether the Applicant's clients brought Released Claims against Released Entities;

j. The status of discovery in cases primarily handled by the Applicant;

k. The nature of any work by the Applicant on "bellwether" cases or cases that were similarly active in litigation;

l. Any pressure points successfully asserted by the Applicant in cases against Walmart or any risk for Walmart created by the Applicant in cases against Walmart;

m. Any risk for defendants created by Applicants in cases against Walmart;

n. Successful and unsuccessful motion practice in cases worked on by the Applicant;

o. The date of filing of any cases filed by the Applicant;

p. Obtaining consolidation of the litigation in the Applicant's jurisdiction;

q. The number and population of entities represented by the Applicant and the fees that would have been awarded under extinguished contingent fee arrangements;

r. Whether the Applicant's clients brought claims against Walmart prior to the announcement of this settlement on November 14, 2022;

s. Whether the Applicant has had a leadership role in the litigation, whether in state or federal court;

t. Whether the Applicant has had a leadership role in any negotiations aimed at resolving the litigation;

u. Whether the Applicant's cases have survived motions to dismiss;

v. The extent to which the Applicant contributed to the work product used for the common benefit of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;

w. The extent to which litigation occurred prior to and contributed to completion of settlement negotiations, as distinct from litigation that occurred after the announcement of the Walmart Agreement on November 14, 2022, such latter litigation both being of less value and, the case of litigation filed after the announcement of the Walmart Agreement on November 14, 2022, resulting in a common detriment to the settlement process, which in both cases should be viewed less favorably; 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. It is possible that the States and Subdivisions that are litigating Opioid cases will enter additional settlements in close proximity of the time for processing the Walmart Settlement. If there are additional settlements and these settlements create a Common Benefit Attorney Fee Fund to be administered by the Fee Panel, the Fee Panel may:

a. Consolidate the Common Benefit approval process to include evaluation of all Common Benefit Applications for all settlements entered after November 14, 2022;

b. Determine the fair and equitable allocation of the Aggregate Common Benefit Fees that come after November 14, 2022, including consideration

of beneficial or detrimental actions taken with respect to any Settling Defendant contributing to the Common Benefit Attorney Fee Fund;

c. Give consideration to the amount and timing of each settlement, including the amount and timing of Common Benefit Fees;

d. The Fee Panel shall abide by the applicable Attorney Fee Agreement in each of the Settlements in Allocating the Common Benefit Fees provided for in the Settlement; and

e. Be guided in their work by the Orders of the Court related to Fees and Costs.

5. 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 Applicant seeking compensation from each sub fund of 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 Applicant shall, at a minimum, require each Applicant 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 Applicant shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award. Examples would include, but are not limited to, an Applicant having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or an Allocation Agreement is reached.

6. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):

   b. Review the applications of all Applicants seeking compensation from the Common Benefit Fund, including determining eligibility for each Applicant as set forth in Section II.G.

   c. Using criteria set forth in Sections II.C and II.G, allocate amounts from the Common Benefit Fund to eligible Applicants, including payment amounts for each Payment Year. In making such allocations, the Panel shall apply the principles set forth in paragraph II.C.5 to the amounts paid to Applicants with a Common Benefit Fee Entitlement.

7. 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 determine refund amounts owed to Walmart from the Attorney Fee Fund, and inform Walmart and the MDL PEC of all such adjustments.

8. To the extent that there is a dispute about the calculations of the Fee Panel related to the amount that Walmart is required to pay (including application of any reductions or refunds 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.

9. 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 at

issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).

10. 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 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 Fee Panel shall charge an hourly rate approved by the Court. The Pre-Effective Date costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the Cost Fund. 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 Walmart.

2. The MDL PEC will seek, and the Attorneys General for Settling States and the Walmart 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 had been paid in a case otherwise under the jurisdiction of the MDL Court.

3. The MDL PEC shall provide to Walmart information the PEC has that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or having signed a Participation Agreement.

4. The MDL PEC and Walmart agree that it is a conflict of interest for an Attorney that had represented a Participating Subdivision to represent a Later Litigating Subdivision or Later Litigating State. 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 MDL PEC represents that it will comply with this provision in the case of the Walmart Agreement until the Effective Date of the Walmart Agreement, as well as thereafter, if the Walmart Agreement proceeds.

5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as confidential 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 Walmart Agreement does not proceed past the date on which the Settlement Fund Administrator makes a determination as to whether the Subdivision Participation Thresholds have been satisfied and the time for the Parties to the Walmart Agreement to dispute such determination has passed, this Fee Agreement shall be null and void, Walmart shall have no obligation to make any payments under this Fee Agreement, and Walmart and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*. All funds paid by Walmart into the Attorney Fee Fund and Cost Fund shall be promptly returned to Walmart (including interest that accrues during such time as the monies are in escrow).

B. *MDL Court Consideration*. This Fee Agreement shall be attached as an exhibit to the Walmart Agreement. This Fee Agreement shall also be submitted by Walmart and the MDL PEC to the MDL Court for approval pursuant to the motion and order that shall be attached, prior to the notice date under Section II.A.3 of the Walmart Agreement as to whether the State Participation Threshold has been satisfied, to this Fee Agreement, as Exhibit B.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Walmart 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, Walmart and the MDL PEC shall meet and confer concerning such changes. The MDL Court shall have no authority to increase the payments made by Walmart related to fees and costs beyond the amounts described in this Fee Agreement.

2. If Walmart and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement, this Fee Agreement shall be null and void, Walmart shall have no obligation to make any payments under this Fee Agreement, and Walmart and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*. All funds paid by Walmart into the Attorney Fee Fund and Cost Fund shall be promptly returned to Walmart (including interest that accrues during such time as the monies are in escrow prior to the Effective Date of the Walmart Agreement).

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 Walmart 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 Walmart as set forth in this Fee Agreement and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against Walmart, 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 Walmart Agreement.

By: _____

Name: Rachel Brand
Executive Vice President of Global Governance, Chief Legal Officer and Corporate Secretary

Date: _____

On behalf of Walmart Inc.

By: _____

Name: Paul T. Farrell, Jr.

Date: _____

By: _____

Name: Jayne Conroy

Date: _____

By: _____

Name: Joseph F. Rice

Date: _____

On behalf of Plaintiffs' Executive Committee

EXHIBIT S

Agreement on the State Outside Counsel Fee Fund for Chain Pharmacy Settlements

1. **Definitions**.

   a. "Chain Pharmacy" means any of CVS, Walgreens, and Walmart, and "Chain Pharmacies" means all of the foregoing.
   b. "Multistate Chain Pharmacy Settlement Agreement" means This Settlement Agreement along with any other settlement of opioids-related claims among 30 or more states and a Chain Pharmacy.
   c. "This Settlement Agreement" means the settlement agreement between the Settling States and the Chain Pharmacy to which this Agreement is attached as an Exhibit.
   d. "Settling Chain Pharmacy" means the Chain Pharmacy that is a party to This Settlement Agreement.
   e. "Settling States" has the meaning given such term in the relevant Multistate Chain Pharmacy Settlement Agreement.

2. **Creation of a State Outside Counsel Chain Pharmacies Fee Fund.** The Settling States have agreed to the creation of a state outside counsel fee fund to pay reasonable attorneys' fees of Settling States which have retained outside counsel in connection with litigation against one or more Chain Pharmacies (such fund, the "State Outside Counsel Chain Pharmacies Fee Fund").

3. **State Outside Counsel Chain Pharmacies Fee Fund Administration.** The State Outside Counsel Chain Pharmacies Fee Fund shall be administered separately from any other funds for the payment of attorneys fees or costs in connection with the Settlement Agreement, including any common benefit fund, contingency fee fund for subdivision counsel, state cost fund, or MDL expense fund. If necessary, a committee of Attorneys General shall be convened to oversee the State Outside Counsel Chain Pharmacies Fee Fund (the "Chain Pharmacies Fee Fund Committee"). The Chain Pharmacies Fee Fund Committee shall be appointed by the Settling State Members of the Enforcement Committee and shall be comprised solely of Attorneys General of Settling States that engaged outside counsel to pursue litigation against one or more Chain Pharmacies. The Settlement Fund Administrator (the "Fee Fund Administrator") shall administer the State Outside Counsel Chain Pharmacies Fee Fund according to this Exhibit and, if convened, the guidelines and directives of the Chain Pharmacies Fee Fund Committee.

4. **State Outside Counsel Chain Pharmacies Fee Eligibility.**

   a. To receive any amount from the State Outside Counsel Chain Pharmacies

Fee Fund, an outside counsel to a Settling State must have filed and maintained an action in the name of a Settling State or its Attorney General against a Chain Pharmacy in a state or federal court as of November 1, 2022. No Settling State (or its outside counsel) shall receive funds from both the State Outside Counsel Chain Pharmacies Fee Fund and any "Additional Restitution Amount" as may be provided for in the Settlement Agreement.

b. In addition to the eligibility criteria set forth in Paragraph 4.a, above, and for the avoidance of doubt, only Settling States under This Settlement Agreement are eligible to receive any funds paid into the State Outside Counsel Chain Pharmacies Fee Fund as a result of This Settlement Agreement.

5. **State Outside Counsel Chain Pharmacies Fee Fund Amount.** The Settling Chain Pharmacy shall pay funds into the State Outside Counsel Chain Pharmacies Fee Fund in an amount equal to, and on the schedule identified in Exhibit M (the "Contribution"). The Settling Chain Pharmacy's Contribution shall subject to a reduction as described in Paragraph 8, below.

6. State Outside Counsel Chain Pharmacies Fee Fund Availability and Calculation of Amount.

a. The State Outside Counsel Chain Pharmacies Fee Fund shall be available to compensate private outside counsel for Settling State Attorneys General for approved fees arising out of representation of the Settling State pursuant to the schedule attached to this agreement as Schedule I (the "Fee Schedule").

b. The Fee Schedule is intended to reflect the fee calculation in subparagraph 6.c, below (the "Fee Calculation"). Subject to adjustments required by Paragraph 8, below, in the event of any discrepancy between the Fee Schedule and the Fee Calculation, the Fee Schedule shall control. Each Settling State, by becoming a Participating State in This Settlement Agreement, agrees that the Fee Schedule reflects the Fee Calculation and waives any right to contest the accuracy of the Fee Schedule, absent manifest error, the exclusion of a Settling State, or the inclusion of a Non-Settling State. The version of the Fee Schedule reflecting any necessary adjustments shall be the "Final Fee Schedule."

c. Fees shall be aggregated across the Multistate Chain Pharmacy Settlement Agreements and be calculated by adding two components: (a) a fixed amount consisting of fifty percent (50%) of the amount of remediation funds allocated to a Settling State and its Subdivisions pursuant to the Multistate Chain Pharmacy Settlement Agreements multiplied by 4.5%; and (b) a proportional percentage of the remaining fee due under that

Settling State's contract with its outside counsel assuming that fifty percent (50%) of the Settling State's recovery is allocable to a Settling State (rather than allocable to the Settling State's Participating Subdivisions) so that the fees of all eligible Settling States (minus the fixed amount that would have been allocated to any Non-Settling States had they become Settling States) exhausts the State Outside Counsel Chain Pharmacies Fee Fund. The proportional share percentage will be the same for each Settling State included in the State Outside Counsel Chain Pharmacies Fee Fund. Fees shall be split proportionally among each Multistate Chain Pharmacy Settlement Agreement, as set forth on the Fee Schedule.

d. All amounts paid will be less any costs or fees of the Fee Fund Administrator. The Fee Schedule reflects a holdback amount of $50,000 for such administrative expenses of the Fee Fund Administrator. The remainder of any unused administrative expenses shall be disbursed pro rata to States receiving monies from the State Outside Counsel Chain Pharmacies Fee Fund at the conclusion of such administration.

7. **Payment by the Fee Fund Administrator**.

a. The Fee Fund Administrator shall hold the Contribution in escrow until the earlier of (1) the last of the three Multistate Chain Pharmacy Settlement Agreements becomes effective or (2) when instructed by the Settling State Members of the Enforcement Committee.

b. Subject to eligibility pursuant to Paragraph 4, above, a Settling State's outside counsel may receive funds from the State Outside Counsel Chain Pharmacies Fee Fund in the following scenarios ("Payment Scenarios"):

1. The Settling State's outside counsel agrees that the amount listed for such state on the Final Fee Schedule either satisfies in full or exceeds the amounts owed to all such Settling State's outside counsel and such counsel has provided written notice waiving all entitlement to additional fee in respect of any Multistate Chain Pharmacy Settlement Agreement.
2. The Settling State and its outside counsel enter into a signed writing establishing the amount owed to the counsel, which includes an agreement on the payment of the amount listed for such state on the Final Fee Schedule and waives any right of the State or its outside counsel to additional amounts from the State Outside Counsel Chain Pharmacies Fee Fund.
3. A final judgment is entered that is no longer appealable, which judgement adjudicates the amount owed to the Settling State's counsel in respect of a Chain Pharmacy Settlement Agreement and directs the Chain Pharmacies Fee Fund Committee how to pay the amount listed on the Final Fee Schedule for such State.

If no Payment Scenario is applicable with respect to a 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 a Payment Scenario is applicable.

c. Upon the applicability of a Payment Scenario 1 with respect to a Settling State, the Fee Fund Administrator shall pay that Settling State's outside counsel the amount identified on the Final Fee Schedule for such state or such lesser amount that satisfies the Settling State's obligation to its outside counsel in full. Any remaining allocation to such State shall be paid to the Settling State.

d. Upon the applicability of a Payment Scenario 2 or 3 with respect to a Settling State, the Fee Fund Administrator shall release monies from the State Outside Counsel Chain Pharmacies 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.

e. Nothing herein, including the amounts listed in Paragraph 6 above or on any Fee Schedule, shall prevent a Settling State from arguing in any proceeding with its outside counsel that (i) its recovery was less than fifty percent (50%) of the recovery in the Settlement Agreement down to and including fifteen percent (15%) of the total recovery; (ii) any payment should be discounted by an appropriate discount rate commensurate to the risk of the Settlement Agreement and the timeline that the Settling State is receiving its payments; (iii) the settlement amount should be lower because the amount a Settling State receives was reduced because such Settling State's outside counsel failed to obtain joinder from a Settling State's Subdivision(s) that the outside counsel also represented; or (iv) any limitation placed by the Settling Chain Pharmacy bars payment of a higher fee to outside counsel.

f. In the event the amount due to the Settling State's outside counsel from an escrow account is less than the total amount of funds escrowed on the account of the Settling State, the balance shall be paid to the Settling State. In no event, other than a State becoming a Non-Settling State, shall funds revert to a Chain Pharmacy.

8. **Reduction of Amounts Owed**

a. **Non-Settling States; Reversion and Redistribution.** Amounts owed by the Settling Chain Pharmacy to the State Outside Counsel Chain Pharmacies Fee Fund shall be reduced by amounts allocated to the fixed amount for such State under This Settlement Agreement in the event that a listed State becomes a Non-Settling State. Specifically, the reduction in the amount owed by the Settling Chain Pharmacy shall be calculated as 2.25% times the total Remediation Payments that would have been allocated to the

Non-Settling State had it been a Settling State. The payments for the other Settling States reflected in the Fee Schedule shall be adjusted by the Fee Fund Administrator to reflect a recalculated proportional percentage under the Fee Calculation.

b. **Settling States; Redistribution**. If a Settling State under This Settlement Agreement that would otherwise be entitled to a payment from the State Outside Counsel Chain Pharmacies Fee Fund does not become a Settling State under either of the two other Multistate Chain Pharmacy Settlement Agreements, then that Settling State's payment from the State Outside Counsel Chain Pharmacies Fee Fund shall be reduced to an amount equal to the Contribution times the Settling State's allocation percentage on Exhibit [Denver Allocation], which shall be treated as an additional remediation payment in lieu of a fee payment. The payments for the other Settling States reflected in the Fee Schedule shall be adjusted by the Fee Fund Administrator to reflect a recalculated proportional percentage under the Fee Calculation.

c. If either or both of the other Chain Pharmacies fail to enter into a Multistate Chain Pharmacy Settlement Agreement, or if such Multistate Chain Pharmacy Settlement Agreements fail to take effect by December 15, 2023, then the Settling Chain Pharmacy and the Enforcement Committee shall renegotiate the terms of Paragraph 8.b in order to permit prompt payment to Settling States that terminated contested litigation with the Settling Chain Pharmacy, and permitting additional time if necessary to finalize payments to the other Settling States. In no event will such renegotiation result in additional reversion of monies in the State Outside Counsel Chain Pharmacy Fee Fund to the Settling Chain Pharmacy.

9. **Interpretation**.

a. This Agreement shall be an Exhibit to each Multistate Chain Pharmacy Settlement Agreement and shall include the Fee Schedule setting forth the presumptive payment calculations for each eligible Settling State. By joining the Settlement Agreement, each State agrees on the presumptive accuracy of the Fee Schedule, absent manifest error, the inclusion of a Non-Settling State, or the exclusion of a Settling State.

b. It is the intent of all parties that the State Outside Counsel Chain Pharmacies Fee Fund function in a similar manner, with similar calculations and mechanics, as the "State Outside Counsel Fee Fund" established in Exhibit S of that certain settlement agreement dated as of July 21, 2021 setting forth the terms of settlement between and among McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, on the one hand, and certain settling states and certain participating subdivisions, on the other hand.

Schedule I to Exhibit S

Fee Schedule

[This Fee Schedule will require adjustment to reflect final settlement amounts and allocations in Walgreens and CVS, but the highlighted "total" under "Walmart Total Fee" should be final absent exclusion of non-settling states.]

State	Fixed Amount	Proportional Amount	Total Fee (=Fixed + Proportional)	Walgreens Total Fee	Walmart Total Fee	CVS Total Fee
Alaska	$660,046.32	$1,331,801.71	$1,991,848.03	$831,622.88	$417,007.75	$743,217.39
Arkansas	$2,695,040.92	$2,225,699.81	$4,920,740.73	$2,054,474.30	$1,030,192.57	$1,836,073.86
Delaware	$1,277,907.49	$2,744,838.63	$4,022,746.13	$1,679,549.69	$842,190.92	$1,501,005.52
Kentucky	$5,771,416.93	$1,693,691.87	$7,465,108.80	$3,116,781.61	$1,562,874.38	$2,785,452.82
Michigan	$9,835,273.67	$13,443,402.61	$23,278,676.28	$9,719,155.08	$4,873,558.80	$8,685,962.41
Mississippi	$2,493,299.20	$2,212,568.77	$4,705,867.97	$1,964,762.09	$985,207.41	$1,755,898.48
Nevada	$3,474,313.06	$6,557,984.84	$10,032,297.91	$4,188,617.00	$2,100,333.93	$3,743,346.98
New Hampshire	$1,672,399.77	$4,898,420.62	$6,570,820.39	$2,743,404.37	$1,375,648.65	$2,451,767.37
Puerto Rico	$2,052,960.70	$5,478,579.33	$7,531,540.04	$3,144,517.53	$1,576,782.24	$2,810,240.27
South Dakota	$573,018.25	$559,452.44	$1,132,470.69	$472,821.48	$237,090.91	$422,558.30
Utah	$3,315,059.51	$1,438,139.37	$4,753,198.88	$1,984,523.37	$995,116.47	$1,773,559.04
			Admin Expense Holdback	$20,875.66	$10,467.86	$18,656.48
			Total	$31,921,105.05	$16,006,471.88	$28,527,738.91

Excluded States:

- Alabama
- Florida
- New Mexico
- West Virginia

EXHIBIT T

Agreement on the Joint State Cost Fund

1. **Definitions**.

   a. "Opioids Defendant" means Walmart, or such other defendant in opioids-related litigation that enters into a Multistate Settlement after November 1, 2022, and "Opioids Defendants" means all of the foregoing.

   b. "Multistate Settlement" means this Settlement Agreement along with any other settlement of opioids-related claims among 30 or more states and an Opioids Defendant.

   c. "Settlement Agreement" means the settlement agreement between the Settling States and the Opioids Defendant to which this Agreement is attached as an Exhibit.

   d. "Settling Opioids Defendant" means the Opioids Defendant that is a party to the Settlement Agreement.

   e. "Settling States" has the meaning given such term in the Settlement Agreement.

2. **Creation of a State Cost Fund.** The Settling Opioids Defendant and the Settling States agree to the creation of a fund to pay costs and expenses associated with litigation and investigations related to the opioids litigation (such fund, the "State Cost Fund"). The State Cost Fund shall be administered separately from any other funds for the payment of attorneys fees or costs in connection with the Settlement Agreement, including any common benefit fund, contingency fee fund for subdivision counsel, subdivision cost fund, or MDL expense fund. However, the State Cost Fund shall be administered jointly with similar "State Cost Funds" created in other Multistate Settlements after November 1, 2022; any state cost funds jointly administered in this manner shall be referred to as the "Joint State Cost Fund." To the extent permissible and feasible, the Joint State Cost Fund may also be jointly administered with any fund for reimbursement of states' litigation and investigation costs established by a bankruptcy plan, including the Mallinckrodt bankruptcy plan, any plans that may emerge from the bankruptcies of Purdue and Endo, and any similar bankruptcies of opioids defendants. To the extent feasible, the Joint State Cost Fund may also be jointly administered with the State Cost Funds established pursuant to the Distributors Multistate Settlement and the Janssen Multistate Settlement.

3. **State Cost Fund Amount.** The Settling Opioids Defendant shall pay into the State Cost Fund in the amount listed on, and on the schedule set forth in, Exhibit [M] (the "Settling Opioids Defendant's Contribution") for the purpose paying States' costs and

expenses associated with to the opioid litigation.

4. **Joint State Cost Fund Committee.** A committee of Attorneys General or their designated representatives (such committee, the "Joint State Cost Fund Committee") shall oversee the Joint State Cost Fund. The committee shall be appointed by the Settling State Members of the Enforcement Committee, who shall aim to (i) have equal representation between states that retained contingency fee outside counsel and states that did not retain contingency fee outside counsel with respect to opioids-related litigation, and (ii) maintain consistency of committee membership across state cost funds that compose the Joint State Cost Fund. The Settling State Members of the Enforcement Committee may by majority vote add to or change the composition of the Joint State Cost Fund Committee.

5. **Joint State Cost Fund Administrator.**

a. The Joint State Cost Fund Committee may select an administrator (the "Joint State Cost Fund Administrator"), who shall administer the Joint State Cost Fund and direct payments to Settling States according to the guidelines and directives of the Joint State Cost Fund Committee. While the expenses of the Joint State Cost Fund Administrator shall be reimbursable pursuant to the principles and guidelines listed below, the Joint State Cost Fund Administrator shall first rely on any separate funds that may be set aside for such purpose in any Multistate Settlement.

b. The Joint State Cost Fund Administrator shall be responsible, under the direction and supervision of the Joint State Cost Fund Committee, for receiving and reviewing applications for reimbursement from the Joint State Cost Fund. This may include the creation of an audit process to ensure the integrity of submissions, as well as reimbursement rules to incentivize accurate submissions.

6. **State Cost Fund Guidelines and Principles.**

a. Monies in the State Cost Fund shall be released without any delay to reimburse Settling States for documented costs incurred or paid in connection with litigation and investigation related to the opioid litigation.

b. In allocating the Joint State Cost Fund, the Joint State Cost Fund Committee shall seek to comply with the following principles:

1. Each State Cost Fund should be used to reimburse costs incurred by States that are Settling States in the Multistate Settlement from which funds are paid. (However, the foregoing sentence does not preclude a Non-Settling State that joins a separate Multistate Settlement from participating in the Joint State Cost Fund with respect to contributions made by other Opioids Defendants.)

2. Funds in any State Cost Fund shall be primarily used to reimburse costs incurred prior to the date on which the relevant Multistate Settlement was first made available for participation to eligible States. Regardless of other factors considered in prioritizing payments, all costs incurred prior to January 1, 2023, shall be paid before any costs incurred after that date are paid.

3. The Joint State Cost Fund shall prioritize the reimbursement of the following over reimbursement of any State's litigation or investigation costs:

    - the reasonable costs of the Joint State Cost Fund Administrator;

    - repayment of National Association of Attorneys General grants made in connection with opioid litigation, without regard to when the grants were made;

    - repayment of state-attributable costs of any mediator in connection with negotiations of a Multistate Settlement;

4. The Joint State Cost Fund shall seek to prioritize costs in the following order:

    - litigation-related costs; then

    - investigation-related costs; then

    - settlement and negotiation related costs; then

    - cost shares.

5. Costs incurred by a State's outside counsel that the State is contractually obligated to reimburse shall be treated as costs incurred by a State.

6. As between similar categories of costs (e.g., defendant-specific litigation-related costs), the Joint State Cost Fund shall first reimburse costs incurred by a State's outside counsel that the State is contractually obligated to reimburse out of its recovery, and then reimburse costs directly incurred by States.

7. The Joint State Cost Fund shall be available to reimburse only those costs which have not yet been reimbursed to a State from any other source, including any other fund set aside in a Multistate

Settlement or bankruptcy plan for the reimbursement of costs or any individual state settlements.

8. The Joint State Cost Fund should not reimburse expenses that are expected to be reimbursed from another source, such as a bankruptcy debtor, unless such expected reimbursements do not come to fruition within a reasonable amount of time. This includes cost shares paid by states.

9. When coordinating among different state cost funds that each could be used to reimburse a given expense, the Joint State Cost Fund Committee may set guidelines to equitably distribute reimbursements across all state cost funds in a manner that prioritizes costs unlikely to be otherwise reimbursed to a similarly situated State.

10. The Joint State Cost Fund may deny reimbursement of costs, on either an individual basis or a categorical basis, that a supermajority (75%+) of the Joint State Cost Fund Committee determines to be unreasonable.

11. After all costs identified in the foregoing have been reimbursed, the remaining funds in the Joint State Cost Fund shall be distributed to states in proportion to their allocation of remediation payments in the Mallinckrodt bankruptcy plan. Such distribution shall be treated as a reimbursement for States' unenumerated costs of administering the Multistate Settlements and no subdivision shares shall be carved out of such disbursement, nor shall any attorney's fees be assessed against such distribution (unless individually agreed to by a State).

c. In applying the foregoing principles, the Joint State Cost Fund Committee shall have the discretion to vary their application in order to ensure equity among similarly situated states and to facilitate the ease and speed of administering the Joint State Cost Fund. The Joint State Cost Fund Committee may also apply percentages to approximate costs attributable to a particular Opioids Defendant (or categories of Opioids Defendants) in a manner that seeks to treat similarly situated states equitably.

d. The Joint State Cost Fund Committee shall establish guidelines for the submission and approval of expenses eligible for reimbursement from the Joint State Cost Fund, which guidelines may be coordinated and consolidated with any similar cost funds in other state opioid settlements for purposes of joint administration and efficiency.

e. Unless waived by the Joint State Cost Fund Committee, the Joint State Cost Fund Administrator shall, in accordance with such guidelines, receive from Settling States records sufficient to demonstrate the incurrence and payment of each expense.

f. Where the Joint State Cost Fund Committee determines by a supermajority vote (75%+) that outside counsel for a Settling State has failed to exercise reasonable diligence in reviewing submitted costs for allowability, and such failure has resulted in the reimbursement of unallowed costs to such outside counsel, the Committee shall have the discretion to reduce or recover payments made to such outside counsel in an amount calculated to incentivize the exercise of reasonable diligence.

7. **State Undertakings.** Each State submitting for reimbursement of costs from the Joint State Cost Fund agrees:

a. to only submit costs allowable under this Joint State Cost Fund Agreement;

b. to provide all back-up documentation that may be requested with respect to any submitted cost and to make itself available for any questions related to such costs;

c. to exercise reasonable diligence to ensure that all submitted costs are allowable under (i) this Joint State Cost Fund Agreement, (ii) the State's contract with its outside counsel, if relevant, (iii) state law, and (iv) the policies and procedures applicable to the State's retention of outside counsel, if relevant; and

d. to promptly return any excess payments made to the State or its outside counsel from the Joint State Cost Fund, including payments made for costs that were reimbursed from another source or are not allowable hereunder.

EXHIBIT U

IRS Form 1098-F

0303 ☐ VOID ☐ CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [Appropriate Official] [Designated State] [Address]	1 Total amount required to be paid $ *	OMB No. 1545-2284 Form **1098-F** (Rev. January 2022) For calendar year 20 22	**Fines, Penalties, and Other Amounts**
FILER'S TIN XX-XXXXXXX / PAYER'S TIN 71-0415188	2 Amount to be paid for violation or potential violation $ *		
	3 Restitution/remediation amount $ *		
PAYER'S name Walmart Inc.	4 Compliance amount $ *	5 Date of order/agreement XX/XX/2022	**Copy A** **For Internal Revenue Service Center** **File with Form 1096.**
Street address (including apt. no.) 702 S. W. 8th Street	6 Court or entity U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by Walmart and the Settling States (as defined in such agreement), dated as of [_].		
City or town, state or province, country, and ZIP or foreign postal code Bentonville, AR, USA 72716	7 Case number/No. 1:17-md-2804, and other cases settled under the Settlement Agreement entered into by Walmart and the Settling States (as defined in such agreement), dated as of [_].		For Privacy Act and Paperwork Reduction Act Notice, see the **current General Instructions for Certain Information Returns.**
	8 Case name or names of parties to suit, order, or agreement National Prescription Opiate Litigation		
	9 Code A, B, I		

Form **1098-F** (Rev. 1-2022) Cat. No. 71382B www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service

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*Amounts to be completed following confirmation of settlement participation.

EXHIBIT V

WALMART SETTLEMENT AGREEMENT SIGN-ON FORM

This form indicates whether a State has determined to become a Settling State under the Walmart Settlement Agreement. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Threshold Subdivision Participation Date) the authority set forth in Section X.G. Attorneys General that determine to become a Settling State are committing to obtaining any necessary additional State releases prior to the Effective Date.

The State/Commonwealth/Territory of _____ has determined:

☐ **to become** or
☐ **not to become**

a Settling State under the Walmart Settlement Agreement

_____ _____
Signature Date

_____ _____
Printed Name Title

(1) Primary Contact for Your Office

Name:

Title:

Email:

Direct Phone Number:

(2) Secondary Contact for Your Office

Name:

Title:

Email:

Direct Phone Number:

(3) DEADLINE: THURSDAY, DECEMBER 15, 2022 AT 5:00 PM ET

Please email your completed form to [●].

EXHIBIT W

Non-Litigating Threshold Subdivisions Exhibit

1. Alexander, City of, Alabama
2. Anniston, City of, Alabama
3. Autauga, County of, Alabama
4. Barbour, County of, Alabama
5. Blount, County of, Alabama
6. Bullock, County of, Alabama
7. Center Point, City of, Alabama
8. Chambers, County of, Alabama
9. Choctaw, County of, Alabama
10. Clarke, County of, Alabama
11. Clay, County of, Alabama
12. Cleburne, County of, Alabama
13. Colbert, County of, Alabama
14. Conecuh, County of, Alabama
15. Coosa, County of, Alabama
16. Covington, County of, Alabama
17. Crenshaw, County of, Alabama
18. Dale, County of, Alabama
19. DeKalb, County of, Alabama
20. Dothan, City of, Alabama
21. Escambia, County of, Alabama
22. Etowah, County of, Alabama
23. Eufaula, City of, Alabama
24. Fairfield, City of, Alabama
25. Franklin, County of, Alabama
26. Geneva, County of, Alabama
27. Hale, County of, Alabama
28. Henry, County of, Alabama
29. Hoover, City of, Alabama
30. Houston, County of, Alabama
31. Lee, County of, Alabama
32. Leeds, City of, Alabama
33. Limestone, County of, Alabama
34. Macon, County of, Alabama
35. Madison, City of, Alabama
36. Marion, City of, Alabama
37. Monroe, County of, Alabama
38. Montgomery, City of, Alabama
39. Montgomery, County of, Alabama
40. Muscle Shoals, City of, Alabama
41. Oxford, City of, Alabama
42. Pell, City of, Alabama
43. Prattville, City of, Alabama
44. Russell, County of, Alabama
45. Russellville, City of, Alabama
46. Shelby, County of, Alabama
47. St. Clair, County of, Alabama
48. Sumter, County of, Alabama
49. Talladega, City of, Alabama
50. Tuscaloosa, City of, Alabama
51. Washington, County of, Alabama
52. Wilcox, County of, Alabama
53. Anchorage, Municipality of, Alaska
54. Fairbanks, City of, Alaska
55. Fairbanks North Star, Borough of, Alaska
56. Juneau, City of/ Borough of, Alaska
57. Kenai Peninsula, Borough of, Alaska
58. Matanuska-Susitna, Borough of, Alaska
59. Apache, County of, Arizona
60. Apache Junction, City of, Arizona
61. Avondale, City of, Arizona

62. Buckeye, City of, Arizona
63. Bullhead, City of, Arizona
64. Casa Grande, City of, Arizona
65. Chandler, City of, Arizona
66. Cochise, City of, Arizona
67. Coconino, County of, Arizona
68. El Mirage, City of, Arizona
69. Flagstaff, City of, Arizona
70. Lake Havasu City, City of, Arizona
71. Gila, County of, Arizona
72. Gilbert, Town of, Arizona
73. Glendale, City of, Arizona
74. Goodyear, City of, Arizona
75. Graham, County of, Arizona
76. La Paz, County of, Arizona
77. Marana, Town of, Arizona
78. Maricopa, City of, Arizona
79. Maricopa, Town of, Arizona
80. Mesa, City of, Arizona
81. Navajo, County of, Arizona
82. Oro Valley, Town of, Arizona
83. Peoria, City of, Arizona
84. Pima, County of, Arizona
85. Prescott Valley, Town of, Arizona
86. Queen Creek, Town of, Arizona
87. Sahuarita, Town of, Arizona
88. San Luis, City of, Arizona
89. Santa Cruz, County of, Arizona
90. Scottsdale, City of, Arizona
91. Sierra Vista, City of, Arizona
92. Surprise, City of, Arizona
93. Tempe, City of, Arizona
94. Tucson, City of, Arizona
95. Yavapai, County of, Arizona
96. Yuma, City of, Arizona
97. Yuma, County of, Arizona
98. Arkadelphia, City of, Arkansas
99. Arkansas, County of, Arkansas
100. Ashley, County of, Arkansas
101. Batesville, City of, Arkansas
102. Baxter, County of, Arkansas
103. Bella Vista, City of, Arkansas
104. Benton, City of, Arkansas
105. Benton, County of, Arkansas
106. Bentonville, City of, Arkansas
107. Blytheville, City of, Arkansas
108. Boone, County of, Arkansas
109. Bradley, City of, Arkansas
110. Bryant, City of, Arkansas
111. Cabot, City of, Arkansas
112. Camden, City of, Arkansas
113. Carroll, County of, Arkansas
114. Centerton, City of, Arkansas
115. Chicot, County of, Arkansas
116. Clark, County of, Arkansas
117. Clay, County of, Arkansas
118. Cleburne, County of, Arkansas
119. Columbia, County of, Arkansas
120. Conway, City of, Arkansas
121. Conway, County of, Arkansas
122. Craighead, County of, Arkansas
123. Crawford, County of, Arkansas
124. Crittenden, County of, Arkansas
125. Cross, County of, Arkansas
126. Desha, County of, Arkansas
127. Drew, County of, Arkansas
128. El Dorado, City of, Arkansas
129. Faulkner, County of, Arkansas
130. Fayetteville, City of, Arkansas
131. Forrest, City of, Arkansas
132. Fort Smith, City of, Arkansas
133. Franklin, Town of, Arkansas
134. Fulton, Town of, Arkansas

135. Garland, County of, Arkansas
136. Grant, County of, Arkansas
137. Greene, County of, Arkansas
138. Harrison, City of, Arkansas
139. Hempstead, County of, Arkansas
140. Hot Spring, County of, Arkansas
141. Hot Springs, City of, Arkansas
142. Howard, County of, Arkansas
143. Independence, County of, Arkansas
144. Izard, County of, Arkansas
145. Jackson, County of, Arkansas
146. Jacksonville, City of, Arkansas
147. Johnson, City of, Arkansas
148. Jonesboro, City of, Arkansas
149. Lawrence, County of, Arkansas
150. Lincoln, County of, Arkansas
151. Little River, County of, Arkansas
152. Little Rock, City of, Arkansas
153. Logan, County of, Arkansas
154. Lonoke, City of, Arkansas
155. Madison, City of, Arkansas
156. Magnolia, City of, Arkansas
157. Malvern, City of, Arkansas
158. Marion, City of, Arkansas
159. Marion, County of, Arkansas
160. Maumelle, City of, Arkansas
161. Miller, County of, Arkansas
162. Mississippi, County of, Arkansas
163. Mountain Home, City of, Arkansas
164. North Little Rock, City of, Arkansas
165. Ouachita, County of, Arkansas
166. Paragould, City of, Arkansas
167. Perry, County of, Arkansas
168. Phillips, County of, Arkansas
169. Pike, County of, Arkansas
170. Pine Bluff, City of, Arkansas
171. Poinsett, County of, Arkansas
172. Polk, County of, Arkansas
173. Pope, County of, Arkansas
174. Randolph, County of, Arkansas
175. Rogers, City of, Arkansas
176. Russellville, City of, Arkansas
177. Saline, County of, Arkansas
178. Scott, County of, Arkansas
179. Searcy, City of, Arkansas
180. Searcy, County of, Arkansas
181. Sebastian, County of, Arkansas
182. Sevier, County of, Arkansas
183. Sharp, County of, Arkansas
184. Sherwood, City of, Arkansas
185. Siloam Springs, City of, Arkansas
186. Springdale, City of, Arkansas
187. St. Francis, County of, Arkansas
188. Stone, County of, Arkansas
189. Texarkana, City of, Arkansas
190. Union, County of, Arkansas
191. Van Buren, City of, Arkansas
192. Van Buren, County of, Arkansas
193. Washington, County of, Arkansas
194. West Memphis, City of, Arkansas
195. White, County of, Arkansas
196. Yell, County of, Arkansas
197. Adelanto, City of, California
198. Alameda, City of, California
199. Alameda, County of, California
200. Alhambra, City of, California
201. Aliso Viejo, City of, California
202. Amador, County of, California
203. Anaheim, City of, California

204. Antioch, City of, California
205. Apple Valley, Town of, California
206. Arcadia, City of, California
207. Atascadero, City of, California
208. Atwater, City of, California
209. Azusa, City of, California
210. Bakersfield, City of, California
211. Banning, City of, California
212. Baldwin Park, City of, California
213. Beaumont, City of, California
214. Bell, City of, California
215. Bell Gardens, City of, California
216. Bellflower, City of, California
217. Berkeley, City of, California
218. Beverly Hills, City of, California
219. Brea, City of, California
220. Brentwood, City of, California
221. Buena Park, City of, California
222. Burbank, City of, California
223. Burlingame, City of, California
224. Calexico, City of, California
225. Camarillo, City of, California
226. Campbell, City of, California
227. Carlsbad, City of, California
228. Carson, City of, California
229. Cathedral City, City of, California
230. Ceres, City of, California
231. Cerritos, City of, California
232. Chino, City of, California
233. Chino Hills, City of California
234. Citrus Heights, City of, California
235. Claremont, City of, California
236. Clovis, City of, California
237. Coachella, City of, California
238. Colton, City of, California
239. Compton, City of, California
240. Concord, City of, California
241. Contra Costa, County of, California
242. Corona, City of, California
243. Costa Mesa, City of, California
244. Covina, City of, California
245. Culver City, City of, California
246. Cupertino, City of, California
247. Cypress, City of, California
248. Daly City, City of, California
249. Dana Point, City of, California
250. Danville, Town of, California
251. Davis, City of, California
252. Delano, City of, California
253. Desert Hot Springs, City of, California
254. Diamond Bar, City of, California
255. Downey, City of, California
256. Dublin, City of, California
257. East Palo Alto, City of, California
258. Eastvale, City of, California
259. El Cajon, City of, California
260. El Centro, City of, California
261. El Monte, City of, California
262. El Paso de Robles (Paso Robles), City of, California
263. Elk Grove, City of, California
264. Encinitas, City of, California
265. Escondido, City of, California
266. Eureka, City of, California
267. Fairfield, City of, California
268. Folsom, City of, California
269. Fontana, City of, California
270. Foster, City of, California
271. Fountain Valley, City of, California

272. Francisco, County of, California
273. Fremont, City of, California
274. Fullerton, City of, California
275. Garden Grove, City of, California
276. Gardena, City of, California
277. Gilroy, City of, California
278. Glendale, City of, California
279. Glendora, City of, California
280. Glenn, County of, California
281. Goleta, City of, California
282. Hanford, City of, California
283. Hawthorne, City of, California
284. Hayward, City of, California
285. Hemet, City of, California
286. Hesperia, City of, California
287. Highland, City of, California
288. Hollister, City of, California
289. Humboldt, County of, California
290. Huntington Park, City of, California
291. Indio, City of, California
292. Inglewood, City of, California
293. Irvine, City of, California
294. Jurupa Valley, City of, California
295. Kern, County of, California
296. Kings, County of, California
297. La Habra, City of, California
298. La Mesa, City of, California
299. La Mirada, City of, California
300. La Puente, City of, California
301. La Quinta, City of, California
302. La Verne, City of, California
303. Laguna Hills, City of, California
304. Laguna Niguel, City of, California
305. Lake, County of, California
306. Lake Elsinore, City of, California
307. Lake Forest, City of, California
308. Lakewood, City of, California
309. Lancaster, City of, California
310. Lawndale, City of, California
311. Lincoln, City of, California
312. Livermore, City of, California
313. Lodi, City of, California
314. Lompoc, City of, California
315. Long Beach, City of, California
316. Los Altos, City of, California
317. Los Angeles, City of, California
318. Los Angeles, County of, California
319. Los Banos, City of, California
320. Los Gatos, Town of, California
321. Lynwood, City of, California
322. Madera, City of, California
323. Manhattan Beach, City of, California
324. Manteca, City of, California
325. Marin, County of, California
326. Martinez, City of, California
327. Menifee, City of, California
328. Menlo Park, City of, California
329. Merced, City of, California
330. Milpitas, City of, California
331. Mission Viejo, City of, California
332. Modesto, City of, California
333. Monrovia, City of, California
334. Montclair, City of, California
335. Montebello, City of, California
336. Monterey, City of, California
337. Monterey Park, City of, California
338. Moorpark, City of, California

339. Moreno Valley, City of, California
340. Morgan Hill, City of, California
341. Mountain View, City of, California
342. Murrieta, City of, California
343. Napa, City of, California
344. Napa, County of, California
345. National City, City of, California
346. Newark, City of, California
347. Newport Beach, City of, California
348. Norwalk, City of, California
349. Novato, City of, California
350. Oakland, City of, California
351. Oakley, City of, California
352. Oceanside, City of, California
353. Ontario, City of, California
354. Orange, City of, California
355. Orange, County of, California
356. Oxnard, City of, California
357. Pacifica, City of, California
358. Palm Desert, City of, California
359. Palm Springs, City of, California
360. Palmdale, City of, California
361. Palo Alto, City of, California
362. Paramount, City of, California
363. Pasadena, City of, California
364. Perris, City of, California
365. Petaluma, City of, California
366. Pico Rivera, City of, California
367. Pittsburg, City of, California
368. Placentia, City of, California
369. Pleasant Hill, City of, California
370. Pleasanton, City of, California
371. Pomona, City of, California
372. Porterville, City of, California
373. Poway, City of, California
374. Rancho Cordova, City of, California
375. Rancho Cucamonga, City of, California
376. Rancho Palos Verdes, City of, California
377. Rancho Santa Margarita, City of, California
378. Redding, City of, California
379. Redlands, City of, California
380. Redondo Beach, City of, California
381. Redwood City, City of, California
382. Rialto, City of, California
383. Richmond, City of, California
384. Riverside, City of, California
385. Rocklin, City of, California
386. Rohnert Park, City of, California
387. Rosemead, City of, California
388. Roseville, City of, California
389. Sacramento, City of, California
390. Salinas, City of, California
391. San Benito, County of, California
392. San Bernardino, City of, California
393. San Bruno, City of, California
394. San Buenaventura (Ventura), City of, California
395. San Carlos, City of, California
396. San Clemente, City of, California
397. San Diego, City of, California
398. San Dimas, City of, California

399. San Fernando, City of, California
400. San Francisco, City of/ County of, California
401. San Gabriel, City of, California
402. San Jacinto, City of, California
403. San Joaquin, County of, California
404. San Juan Capistrano, City of, California
405. San Leandro, City of, California
406. San Luis Obispo, City of, California
407. San Marcos, City of, California
408. San Mateo, City of, California
409. San Mateo, County of, California
410. San Pablo, City of, California
411. San Rafael, City of, California
412. San Ramon, City of, California
413. Santa Ana, City of, California
414. Santa Barbara, City of, California
415. Santa Barbara, County of, California
416. Santa Clara, City of, California
417. Santa Clarita, City of, California
418. Santa Cruz, City of, California
419. Santa Cruz, County of, California
420. Santa Maria, City of, California
421. Santa Monica, City of, California
422. Santa Paula, City of, California
423. Santa Rosa, City of, California
424. Santee, City of, California
425. Saratoga, City of, California
426. Seaside, City of, California
427. Simi Valley, City of, California
428. Solano, County of, California
429. Sonoma, City of, California
430. Sonoma, County of, California
431. South Gate, City of, California
432. South San Francisco, City of, California
433. Stanislaus, County of, California
434. Stanton, City of, California
435. Stockton, City of, California
436. Sunnyvale, City of, California
437. Temecula, City of, California
438. Temple City, City of, California
439. Thousand Oaks, City of, California
440. Torrance, City of, California
441. Tracy, City of, California
442. Tulare, City of, California
443. Turlock, City of, California
444. Tustin, City of, California
445. Union City, City of, California
446. Upland, City of, California
447. Vacaville, City of, California
448. Vallejo, City of, California
449. Ventura, County of, California
450. Victorville, City of, California
451. Visalia, City of, California
452. Vista, City of, California
453. Walnut Creek, City of, California
454. Watsonville, City of, California

455. West Covina, City of, California
456. West Hollywood, City of, California
457. West Sacramento, City of, California
458. Westminster, City of, California
459. Whittier, City of, California
460. Wildomar, City of, California
461. Woodland, City of, California
462. Yorba Linda, City of, California
463. Yuba, City of, California
464. Yucaipa, City of, California
465. Alamosa, County of, Colorado
466. Arapahoe, County of, Colorado
467. Arvada, City of, Colorado
468. Aurora, City of, Colorado
469. Boulder, City of, Colorado
470. Boulder, County of, Colorado
471. Broomfield, City of/ County of, Colorado
472. Castle Rock, Town of, Colorado
473. Centennial, City of, Colorado
474. Chaffee, County of, Colorado
475. Colorado Springs, City of, Colorado
476. Commerce City, City of, Colorado
477. Delta, County of, Colorado
478. Denver, City of/ County of, Colorado
479. Douglas, County of, Colorado
480. Durango, City of, Colorado
481. Eagle, County of, Colorado
482. El Paso, County of, Colorado
483. Englewood, City of, Colorado
484. Erie, Town of, Colorado
485. Fort Collins, City of, Colorado
486. Fountain, City of, Colorado
487. Frederick, Town of, Colorado
488. Fremont, County of, Colorado
489. Garfield, County of, Colorado
490. Grand Junction, City of, Colorado
491. La Plata, County of, Colorado
492. Lafayette, City of, Colorado
493. Larimer, County of, Colorado
494. Las Animas, County of, Colorado
495. Littleton, City of, Colorado
496. Longmont, City of, Colorado
497. Loveland, City of, Colorado
498. Montrose, County of, Colorado
499. Northglenn, City of, Colorado
500. Otero, County of, Colorado
501. Parker, Town of, Colorado
502. Pueblo, City of, Colorado
503. Summit, County of, Colorado
504. Teller, County of, Colorado
505. Weld, County of, Colorado
506. Westminster, City of, Colorado
507. Wheat Ridge, City of, Colorado
508. Windsor, Town of, Colorado
509. Ansonia, City of, Connecticut
510. Danbury, City of, Connecticut
511. Derby, City of, Connecticut
512. Fairfield, County of, Connecticut
513. Glastonbury, Town of, Connecticut
514. Greenwich, Town of, Connecticut
515. Groton, Town of, Connecticut

516. Hamden, Town of, Connecticut
517. Hartford, City of, Connecticut
518. Hartford, County of, Connecticut
519. Litchfield, County of, Connecticut
520. Manchester, Town of, Connecticut
521. Meriden, City of, Connecticut
522. Milford, Town of, Connecticut
523. Middlesex, County of, Connecticut
524. Naugatuck, Borough of/ Town of, Connecticut
525. New Britain, City of, Connecticut
526. New Haven, City of, Connecticut
527. New Haven, County of, Connecticut
528. New London, City of, Connecticut
529. New London, County of, Connecticut
530. Newington, Town of, Connecticut
531. Norwalk, City of, Connecticut
532. Stamford, City of, Connecticut
533. Tolland, County of, Connecticut
534. Trumbull, Town of, Connecticut
535. Vernon, Town of, Connecticut
536. Wallingford, Town of, Connecticut
537. West Hartford, Town of, Connecticut
538. Washington, City of, District of Columbia
539. Dover, City of, Delaware
540. Kent, County of, Delaware
541. New Castle, County of, Delaware
542. Newark, City of, Delaware
543. Wilmington, City of, Delaware
544. Altamonte Springs, City of, Florida
545. Aventura, City of, Florida
546. Boca Raton, City of, Florida
547. Bonita Springs, City of, Florida
548. Boynton Beach, City of, Florida
549. Calhoun, County of, Florida
550. Cape Coral, City of, Florida
551. Charlotte, County of, Florida
552. Citrus, County of, Florida
553. Clermont, City of, Florida
554. Collier, County of, Florida
555. Columbia, County of, Florida
556. Cooper, City of, Florida
557. Coral Gables, City of, Florida
558. Cutler Bay, Town of, Florida
559. Dania Beach, City of, Florida
560. Davie, Town of, Florida
561. DeLand, City of, Florida
562. Delray Beach, City of, Florida
563. DeSoto, County of, Florida
564. Doral, City of, Florida
565. Dunedin, City of, Florida
566. Duval, County of, Florida
567. Estero, Village of, Florida
568. Flagler, County of, Florida
569. Fort Myers, City of, Florida
570. Gadsden, County of, Florida
571. Gainesville, City of, Florida
572. Greenacres, City of, Florida
573. Gulf, County of, Florida
574. Hendry, County of, Florida
575. Hernando, County of, Florida
576. Hialeah, City of, Florida
577. Highlands, County of, Florida

578. Hillsborough, County of, Florida
579. Hollywood, City of, Florida
580. Holmes, County of, Florida
581. Indian River, County of, Florida
582. Jacksonville Beach, City of, Florida
583. Jacksonville, City of, Florida
584. Jupiter, Town of, Florida
585. Kissimmee, City of, Florida
586. Lake Worth, City of, Florida
587. Lakeland, City of, Florida
588. Largo, City of, Florida
589. Lauderdale Lakes, City of, Florida
590. Margate, City of, Florida
591. Martin, County of, Florida
592. Melbourne, City of, Florida
593. Miami, City of, Florida
594. Miami Beach, City of, Florida
595. Miami Lakes, Town of, Florida
596. Nassau, County of, Florida
597. New Smyrna Beach, City of, Florida
598. North Lauderdale, City of, Florida
599. North Miami Beach, City of, Florida
600. North Port, City of, Florida
601. Oakland Park, City of, Florida
602. Okeechobee, County of, Florida
603. Palm Beach Gardens, City of, Florida
604. Palm Coast, City of, Florida
605. Panama City Beach, City of, Florida
606. Parkland, City of, Florida
607. Plant City, City of, Florida
608. Plantation, City of, Florida
609. Polk, County of, Florida
610. Port Orange, City of, Florida
611. Riviera Beach, City of, Florida
612. Royal Palm Beach, Village of, Florida
613. Sarasota, County of, Florida
614. St. Cloud, City of, Florida
615. Stuart, City of, Florida
616. Sumter, County of, Florida
617. Sunrise, City of, Florida
618. Tamarac, City of, Florida
619. Tampa, City of, Florida
620. Titusville, City of, Florida
621. Wakulla, County of, Florida
622. Washington, County of, Florida
623. Wellington, Village of, Florida
624. West Palm Beach, City of, Florida
625. Weston, City of, Florida
626. Winter Garden, City of, Florida
627. Winter Haven, City of, Florida
628. Winter Park, City of, Florida
629. Winter Springs, City of, Florida
630. Alpharetta, City of, Georgia
631. Ashburn, City of, Georgia
632. Augusta-Richmond, County consolidated government of, Georgia
633. Bacon, County of, Georgia
634. Barrow, County of, Georgia
635. Berrien, County of, Georgia
636. Brookhaven, City of, Georgia
637. Brooks, County of, Georgia
638. Brunswick, City of, Georgia
639. Bryan, County of, Georgia
640. Calhoun, City of, Georgia
641. Canton, City of, Georgia
642. Cartersville, City of, Georgia
643. Chamblee, City of, Georgia
644. Chatham, County of, Georgia
645. Chattooga, County of, Georgia

646. Colquitt, County of, Georgia
647. Coweta, County of, Georgia
648. Crawford, County of, Georgia
649. Dalton, City of, Georgia
650. Dawson, City of, Georgia
651. Doraville, City of, Georgia
652. Douglas, City of, Georgia
653. Douglasville, City of, Georgia
654. Duluth, City of, Georgia
655. Dunwoody, City of, Georgia
656. East Point, City of, Georgia
657. Fannin, County of, Georgia
658. Floyd, County of, Georgia
659. Gilmer, County of, Georgia
660. Gordon, County of, Georgia
661. Harris, County of, Georgia
662. Heard, County of, Georgia
663. Hinesville, City of, Georgia
664. Johns Creek, City of, Georgia
665. Kennesaw, City of, Georgia
666. LaGrange, City of, Georgia
667. Lanier, County of, Georgia
668. Lawrenceville, City of, Georgia
669. Marietta, City of, Georgia
670. McDonough, City of, Georgia
671. Meriwether, County of, Georgia
672. Milton, City of, Georgia
673. Moultrie, City of, Georgia
674. Murray, County of, Georgia
675. Newnan, City of, Georgia
676. Newton, City of, Georgia
677. Paulding, County of, Georgia
678. Peach, County of, Georgia
679. Peachtree Corners, City of, Georgia
680. Pickens, County of, Georgia
681. Pierce, County of, Georgia
682. Pooler, City of, Georgia
683. Richmond, County of, Georgia
684. Richmond Hill, City of, Georgia
685. Roswell, City of, Georgia
686. Sandy Springs, City of, Georgia
687. Smyrna, City of, Georgia
688. Snellville, City of, Georgia
689. South Fulton, City of, Georgia
690. Statesboro, City of, Georgia
691. Stonecrest, City of, Georgia
692. Telfair, County of, Georgia
693. Thomas, County of, Georgia
694. Tucker, City of, Georgia
695. Valdosta, City of, Georgia
696. Villa Rica, City of, Georgia
697. Walker, County of, Georgia
698. Whitfield, County of, Georgia
699. Wilcox, County of, Georgia
700. Woodstock, City of, Georgia
701. East Honolulu, City of, Hawaii
702. Hawaii, County of, Hawaii
703. Hilo, Town of, Hawaii
704. Honolulu, City of/ County of, Hawaii
705. Kahului, City of, Hawaii
706. Kailua, Town of, Hawaii
707. Kauai, County of, Hawaii
708. Kaneohe, Town of, Hawaii
709. Maui, County of, Hawaii
710. Pearl, City of, Hawaii
711. Urban Honolulu, City of, Hawaii
712. Waipahu, Town of, Hawaii
713. Bannock, County of, Idaho
714. Boise City, City of, Idaho
715. Bonner, County of, Idaho
716. Caldwell, City of, Idaho
717. Chubbuck, City of, Idaho
718. Coeur d'Alene, City of, Idaho
719. Eagle, City of, Idaho
720. Idaho Falls, City of, Idaho
721. Kootenai, County of, Idaho
722. Lewiston, City of, Idaho

723. Madison, County of, Idaho
724. Meridian, City of, Idaho
725. Nampa, City of, Idaho
726. Nez Perce, County of, Idaho
727. Pocatello, City of, Idaho
728. Post Falls, City of, Idaho
729. Rexburg, City of, Idaho
730. Teton, County of, Idaho
731. Twin Falls, City of, Idaho
732. Twin Falls, County of, Idaho
733. Adams, County of, Illinois
734. Addison, Township of, Illinois
735. Addison, Village of, Illinois
736. Algonquin, Township of, Illinois
737. Algonquin, Village of, Illinois
738. Arlington Heights, Village of, Illinois
739. Aurora, City of, Illinois
740. Aurora, Township of, Illinois
741. Avon, Township of, Illinois
742. Bartlett, Village of, Illinois
743. Batavia, Township of, Illinois
744. Belleville, City of, Illinois
745. Bellwood, Village of, Illinois
746. Bensenville, Village of, Illinois
747. Benton, Township of, Illinois
748. Berwyn, City of, Illinois
749. Berwyn, Township of, Illinois
750. Bloom, Township of, Illinois
751. Bloomingdale, Township of, Illinois
752. Bloomington City, Township of, Illinois
753. Bolingbrook, Village of, Illinois
754. Bond, County of, Illinois
755. Bourbonnais, Township of, Illinois
756. Bremen, Township of, Illinois
757. Bristol, Township of, Illinois
758. Bridgeview, Village of, Illinois
759. Buffalo Grove, Village of, Illinois
760. Burbank, City of, Illinois
761. Calumet, City of, Illinois
762. Capital, Township of, Illinois
763. Carbondale, City of, Illinois
764. Carol Stream, Village of, Illinois
765. Carpentersville, Village of, Illinois
766. Caseyville, Township of, Illinois
767. Champaign, City of, Illinois
768. Champaign City, Township of, Illinois
769. Chicago Heights, City of, Illinois
770. Cicero, Town of, Illinois
771. Clinton, County of, Illinois
772. Collinsville, Township of, Illinois
773. Crystal Lake, City of, Illinois
774. Cunningham, Township of, Illinois
775. Danville, Township of, Illinois
776. Danville, City of, Illinois
777. Darien, City of, Illinois
778. Decatur, City of, Illinois
779. Decatur, Township of, Illinois
780. Deerfield, Village of, Illinois
781. DeKalb, Township of, Illinois
782. DeKalb, City of, Illinois
783. Des Plaines, City of, Illinois
784. Dixon, City of, Illinois
785. Dolton, Village of, Illinois
786. Downers Grove, Township of, Illinois
787. Downers Grove, Village of, Illinois
788. Du Page, Township of, Illinois

789. Dundee, Township of, Illinois
790. DuPage, County of, Illinois
791. Edwardsville, Township of, Illinois
792. Ela, Township of, Illinois
793. Elgin, City of, Illinois
794. Elgin, Township of, Illinois
795. Elk Grove, Township of, Illinois
796. Elk Grove Village, Village of, Illinois
797. Elmhurst, City of, Illinois
798. Evanston, City of, Illinois
799. Evergreen Park, Village of, Illinois
800. Forest Park, Village of, Illinois
801. Frankfort, Township of, Illinois
802. Franklin Park, Village of, Illinois
803. Fremont, Township of, Illinois
804. Fulton, County of, Illinois
805. Galesburg, City of, Illinois
806. Galesburg City, Township of, Illinois
807. Glendale Heights, Village of, Illinois
808. Glenview, Village of, Illinois
809. Grafton, Township of, Illinois
810. Granite, City of, Illinois
811. Grundy, County of, Illinois
812. Gurnee, Village of, Illinois
813. Hanover Park, Village of, Illinois
814. Hanover, Township of, Illinois
815. Harlem, Township of, Illinois
816. Harvey, City of, Illinois
817. Highland Park, City of, Illinois
818. Hoffman Estates, Village of, Illinois
819. Homer, Township of, Illinois
820. Jackson, County of, Illinois
821. Joliet, Township of, Illinois
822. Joliet, City of, Illinois
823. Kankakee, City of, Illinois
824. Knox, County of, Illinois
825. La Grange Park, Village of, Illinois
826. Lake, County of, Illinois
827. Lake Villa, Township of, Illinois
828. LaSalle, County of, Illinois
829. Leyden, Township of, Illinois
830. Libertyville, Village of, Illinois
831. Lisle, Township of, Illinois
832. Lockport, Township of, Illinois
833. Lombard, Village of, Illinois
834. Lyons, Village of, Illinois
835. Madison, County of, Illinois
836. Maine, Township of, Illinois
837. Massac, County of, Illinois
838. Maywood, Village of, Illinois
839. McHenry, Township of, Illinois
840. McLean, County of, Illinois
841. Melrose Park, Village of, Illinois
842. Milton, Township of, Illinois
843. Moline, City of, Illinois
844. Monroe, County of, Illinois
845. Moraine, Township of, Illinois
846. Morgan, County of, Illinois
847. Mount Prospect, Village of, Illinois
848. Mundelein, Village of, Illinois
849. Naperville, City of, Illinois
850. Naperville, Township of, Illinois
851. New Lenox, Township of, Illinois
852. New Trier, Township of, Illinois

853. Niles, Township of, Illinois
854. Niles, Village of, Illinois
855. Normal, Town of, Illinois
856. Normal, Township of, Illinois
857. North Chicago, City of, Illinois
858. Northbrook, Village of, Illinois
859. Northfield, Township of, Illinois
860. Northlake, City of, Illinois
861. Nunda, Township of, Illinois
862. Oak Lawn, Village of, Illinois
863. Oak Park, Township of, Illinois
864. Oak Park, Village of, Illinois
865. O'Fallon, City of, Illinois
866. O'Fallon, Township of, Illinois
867. Ogle, County of, Illinois
868. Orland Park, Village of, Illinois
869. Orland, Township of, Illinois
870. Oswego, Township of, Illinois
871. Palatine, Township of, Illinois
872. Palatine, Village of, Illinois
873. Palos Heights, City of, Illinois
874. Palos Hills, City of, Illinois
875. Palos, Township of, Illinois
876. Park Ridge, City of, Illinois
877. Pekin, City of, Illinois
878. Peoria City, Township of, Illinois
879. Peoria, County of, Illinois
880. Plainfield, Village of, Illinois
881. Plainfield, Township of, Illinois
882. Plano, City of, Illinois
883. Proviso, Township of, Illinois
884. Quincy, City of, Illinois
885. Quincy, Township of, Illinois
886. Randolph, County of, Illinois
887. Rich, Township of, Illinois
888. River Forest, Township of, Illinois
889. River Grove, Village of, Illinois
890. Riverside, Township of, Illinois
891. Rock Island, City of, Illinois
892. Rockford, Township of, Illinois
893. Romeoville, Village of, Illinois
894. Schaumburg, Township of, Illinois
895. Schaumburg, Village of, Illinois
896. Schiller Park, Village of, Illinois
897. Shields, Township of, Illinois
898. Skokie, Village of, Illinois
899. South Moline, Township of, Illinois
900. Springfield, City of, Illinois
901. St. Charles, City of, Illinois
902. St. Charles, Township of, Illinois
903. St. Clair, County of, Illinois
904. St. Clair, Township of, Illinois
905. Stickney, Township of, Illinois
906. Streamwood, Village of, Illinois
907. Streator, City of, Illinois
908. Summit, Village of, Illinois
909. Tazewell, County of, Illinois
910. Thornton, Township of, Illinois
911. Tinley Park, Village of, Illinois
912. Troy, Township of, Illinois
913. Urbana, City of, Illinois
914. Vermilion, County of, Illinois
915. Vernon, Township of, Illinois
916. Wabash, County of, Illinois
917. Warren, Township of, Illinois

918. Washington, County of, Illinois
919. Waukegan, City of, Illinois
920. Waukegan, Township of, Illinois
921. Wayne, Township of, Illinois
922. West Deerfield, Township of, Illinois
923. West Frankfort, County of, Illinois
924. Wheatland, Township of, Illinois
925. Wheaton, City of, Illinois
926. Wheeling, Township of, Illinois
927. Wheeling, Village of, Illinois
928. Whiteside, County of, Illinois
929. Williamson, County of, Illinois
930. Winfield, Township of, Illinois
931. Wood River, Township of, Illinois
932. Woodford, County of, Illinois
933. Woodridge, Village of, Illinois
934. Worth, Village of, Illinois
935. York, Township of, Illinois
936. Aboite, Township of, Indiana
937. Adams, County of, Indiana
938. Adams, Township of, Indiana
939. Anderson, City of, Indiana
940. Anderson, Township of, Indiana
941. Bartholomew, County of, Indiana
942. Blackford, County of, Indiana
943. Boone, County of, Indiana
944. Calumet, Township of, Indiana
945. Carmel, City of, Indiana
946. Cass, County of, Indiana
947. Center, Township of, Indiana
948. Clark, County of, Indiana
949. Clay, Township of, Indiana
950. Clinton, County of, Indiana
951. Columbus, City of, Indiana
952. Columbus, Township of, Indiana
953. Concord, Township of, Indiana
954. Crown Point, City of, Indiana
955. Daviess, County of, Indiana
956. Dearborn, County of, Indiana
957. Decatur, Township of, Indiana
958. DeKalb, County of, Indiana
959. Delaware, Township of, Indiana
960. Dubois, County of, Indiana
961. Elkhart, City of, Indiana
962. Elkhart, County of, Indiana
963. Elkhart, Township of, Indiana
964. Fairfield, Township of, Indiana
965. Fall Creek, Township of, Indiana
966. Fayette, County of, Indiana
967. Floyd, County of, Indiana
968. Gibson, County of, Indiana
969. Goshen, City of, Indiana
970. Grant, County of, Indiana
971. Greene, County of, Indiana
972. Guilford, Township of, Indiana
973. Hamilton, County of, Indiana
974. Hancock, County of, Indiana
975. Hendricks, County of, Indiana
976. Henry, County of, Indiana
977. Hobart, Township of, Indiana
978. Huntington, County of, Indiana
979. Indianapolis-Marion, County of, Indiana
980. Jasper, County of, Indiana
981. Jay, County of, Indiana
982. Jefferson, County of, Indiana
983. Jeffersonville, Township of, Indiana

984. Johnson, County of, Indiana
985. Knight, Township of, Indiana
986. Knox, County of, Indiana
987. Kokomo, City of, Indiana
988. Kosciusko, County of, Indiana
989. LaGrange, County of, Indiana
990. Lawrence, City of, Indiana
991. Lawrence, Township of, Indiana
992. Lincoln, Township of, Indiana
993. Merrillville, Town of, Indiana
994. Miami, County of, Indiana
995. Michigan City, City of, Indiana
996. Mishawaka, City of, Indiana
997. Monroe, County of, Indiana
998. Montgomery, County of, Indiana
999. New Albany, Township of, Indiana
1000. Noble, County of, Indiana
1001. Noblesville, Township of, Indiana
1002. North, Township of, Indiana
1003. Ohio, Township of, Indiana
1004. Orange, County of, Indiana
1005. Penn, Township of, Indiana
1006. Perry, Township of, Indiana
1007. Pleasant, Township of, Indiana
1008. Peru, City of, Indiana
1009. Portage, City of, Indiana
1010. Portage, Township of, Indiana
1011. Putnam, County of, Indiana
1012. Richmond, City of, Indiana
1013. Ross, Township of, Indiana
1014. Shelby, County of, Indiana
1015. Shelbyville, City of, Indiana
1016. St. John, Township of, Indiana
1017. St. Joseph, Township of, Indiana
1018. Starke, County of, Indiana
1019. Steuben, County of, Indiana
1020. Valparaiso, City of, Indiana
1021. Wabash, County of, Indiana
1022. Wabash, Township of, Indiana
1023. Warren, Township of, Indiana
1024. Warrick, County of, Indiana
1025. Washington, Township, Indiana
1026. Wayne, County of, Indiana
1027. Wayne, Township of, Indiana
1028. Wea, Township of, Indiana
1029. White River, Township of, Indiana
1030. Whitley, County of, Indiana
1031. Altoona, City of, Iowa
1032. Ames, City of, Iowa
1033. Ankeny, City of, Iowa
1034. Bettendorf, City of, Iowa
1035. Cedar Falls, City of, Iowa
1036. Cedar Rapids, City of, Iowa
1037. Council Bluffs, City of, Iowa
1038. Davenport, City of, Iowa
1039. Des Moines, City of, Iowa
1040. Dubuque, City of, Iowa
1041. Dubuque, County of, Iowa
1042. Iowa City, City of, Iowa
1043. Linn, County of, Iowa
1044. Marshall, County of, Iowa
1045. Sioux City, City of, Iowa
1046. Story, County of, Iowa
1047. Urbandale, City of, Iowa
1048. Wapello, County of, Iowa
1049. Warren, County of, Iowa
1050. Waterloo, City of, Iowa
1051. West Des Moines, City of, Iowa
1052. Woodbury, County of, Iowa
1053. Butler, County of, Kansas
1054. Douglas, County of, Kansas
1055. Geary, County of, Kansas
1056. Hutchinson, City of, Kansas

1057. Kansas City, City of, Kansas
1058. Lawrence, City of, Kansas
1059. Leavenworth, City of, Kansas
1060. Leawood, City of, Kansas
1061. Lenexa, City of, Kansas
1062. Lyon, County of, Kansas
1063. Manhattan, City of, Kansas
1064. Miami, County of, Kansas
1065. Olathe, City of, Kansas
1066. Riley, County of, Kansas
1067. Salina, City of, Kansas
1068. Saline, County of, Kansas
1069. Shawnee, City of, Kansas
1070. Shawnee, County of, Kansas
1071. Topeka, City of, Kansas
1072. Allen, County of, Kentucky
1073. Barren, County of, Kentucky
1074. Bath, County of, Kentucky
1075. Bowling Green, City of, Kentucky
1076. Breathitt, County of, Kentucky
1077. Bullitt, County of, Kentucky
1078. Caldwell, County of, Kentucky
1079. Calloway, County of, Kentucky
1080. Campbellsville, City of, Kentucky
1081. Carter, County of, Kentucky
1082. Casey, County of, Kentucky
1083. Clay, County of, Kentucky
1084. Clinton, County of, Kentucky
1085. Daviess, County of, Kentucky
1086. Elizabethtown, City of, Kentucky
1087. Fayette, County of, Kentucky
1088. Fleming, County of, Kentucky
1089. Florence, City of, Kentucky
1090. Garrard, County of, Kentucky
1091. Georgetown, City of, Kentucky
1092. Graves, County of, Kentucky
1093. Grayson, County of, Kentucky
1094. Greenup, County of, Kentucky
1095. Harrison, County of, Kentucky
1096. Hart, County of, Kentucky
1097. Henderson, City of, Kentucky
1098. Henry, County of, Kentucky
1099. Hopkinsville, City of, Kentucky
1100. Jefferson, County of, Kentucky
1101. Larue, County of, Kentucky
1102. Laurel, County of, Kentucky
1103. Leslie, County of, Kentucky
1104. Lewis, County of, Kentucky
1105. Logan, County of, Kentucky
1106. Martin, County of, Kentucky
1107. Mason, County of, Kentucky
1108. Mercer, County of, Kentucky
1109. Morgan, County of, Kentucky
1110. Mount Washington, City of, Kentucky
1111. Muhlenberg, County of, Kentucky
1112. Murray, City of, Kentucky
1113. Nelson, County of, Kentucky
1114. Nicholasville, City of, Kentucky
1115. Owen, County of, Kentucky
1116. Owensboro, City of, Kentucky
1117. Pendleton, County of, Kentucky
1118. Powell, County of, Kentucky
1119. Richmond, City of, Kentucky
1120. Russell, County of, Kentucky
1121. Shepherdsville, City of, Kentucky
1122. Spencer, County of, Kentucky
1123. Taylor, County of, Kentucky
1124. Todd, County of, Kentucky

1125. Webster, County of, Kentucky
1126. Winchester, City of, Kentucky
1127. Woodford, County of, Kentucky
1128. Acadia, Parish of, Louisiana
1129. Bienville, Parish of, Louisiana
1130. Bossier City, City of, Louisiana
1131. Claiborne, Parish, Louisiana
1132. Desoto, Parish, Louisiana
1133. Gretna, City of, Louisiana
1134. Iberville, Parish of, Louisiana
1135. Kenner, City of, Louisiana
1136. Lincoln, Parish of, Louisiana
1137. Livingston, Parish of, Louisiana
1138. Metairie, CDP of, Louisiana
1139. Morgan, City of, Louisiana
1140. New Orleans, City of, Louisiana
1141. St. John the Baptist, Parish of, Louisiana
1142. Tangipahoa, Parish of, Louisiana
1143. Terrebonne, Parish of, Louisiana
1144. Franklin, County of, Maine
1145. Hancock, County of, Maine
1146. Kennebunk, Town of, Maine
1147. Oxford, County of, Maine
1148. Annapolis, City of, Maryland
1149. Anne Arundel, County of, Maryland
1150. Baltimore, City of, Maryland
1151. Baltimore, County of, Maryland
1152. Carroll, County of, Maryland
1153. College Park, City of, Maryland
1154. Columbia, CDP of, Maryland
1155. Ellicott, City of, Maryland
1156. Gaithersburg, City of, Maryland
1157. Germantown, CDP of, Maryland
1158. Glen Burnie, Town of, Maryland
1159. Howard, County of, Maryland
1160. Montgomery, County of, Maryland
1161. Prince George’s, County of, Maryland
1162. Queen Anne's, County of, Maryland
1163. Salisbury, City of, Maryland
1164. St. Mary’s, County of, Maryland
1165. Silver Spring, CDP of, Maryland
1166. Waldorf, CDP of, Maryland
1167. Worcester, County of, Maryland
1168. Amherst, Town of, Massachusetts
1169. Andover, Town of, Massachusetts
1170. Arlington, Town of, Massachusetts
1171. Attleboro, City of, Massachusetts
1172. Barnstable Town, City of, Massachusetts
1173. Boston, City of, Massachusetts
1174. Braintree Town, City of, Massachusetts
1175. Bristol, County of, Massachusetts
1176. Brookline Town, City of, Massachusetts
1177. Chelmsford Town, City of, Massachusetts
1178. Chelsea, City of, Massachusetts
1179. Dartmouth, Town of, Massachusetts
1180. Dracut, Town of, Massachusetts

1181. Essex, County of, Massachusetts
1182. Fall River, City of, Massachusetts
1183. Franklin Town, City of, Massachusetts
1184. Hampshire, County of, Massachusetts
1185. Hanover, Town of, Massachusetts
1186. Hingham, Town of, Massachusetts
1187. Lawrence, City of, Massachusetts
1188. Lexington, Town of, Massachusetts
1189. Marlborough, City of, Massachusetts
1190. Middlesex, County of, Massachusetts
1191. Nantucket, Town of, Massachusetts
1192. Needham, Town of, Massachusetts
1193. Newton, City of, Massachusetts
1194. Norfolk, County of, Massachusetts
1195. Plymouth, County of, Massachusetts
1196. Quincy, City of, Massachusetts
1197. Randolph Town, City of, Massachusetts
1198. Revere, City of, Massachusetts
1199. Shrewsbury, Town of, Massachusetts
1200. Somerville, City of, Massachusetts
1201. Suffolk, County of, Massachusetts
1202. Taunton, City of, Massachusetts
1203. Waltham, City of, Massachusetts
1204. Watertown Town, City of, Massachusetts
1205. Westfield, City of, Massachusetts
1206. Weymouth Town, City of, Massachusetts
1207. Winthrop, Town of, Massachusetts
1208. Worcester, County of, Massachusetts
1209. Allegan, County of, Michigan
1210. Ann Arbor, City of, Michigan
1211. Barry, County of, Michigan
1212. Battle Creek, City of, Michigan
1213. Bay City, City of, Michigan
1214. Bay, County of, Michigan
1215. Bedford, Township of, Michigan
1216. Bloomfield, Charter Township of, Michigan
1217. Brownstown, Charter Township of, Michigan
1218. Cheboygan, County of, Michigan
1219. Chesterfield, Township of, Michigan
1220. Clare, County of, Michigan
1221. Commerce, Charter Township of, Michigan
1222. Dearborn, City of, Michigan
1223. Dearborn Heights, City of, Michigan
1224. Delta, Charter Township of, Michigan
1225. Eastpointe, City of, Michigan
1226. Emmet, County of, Michigan
1227. Farmington Hills, City of, Michigan
1228. Flint, Charter Township of, Michigan
1229. Flint, City of, Michigan
1230. Georgetown, Charter Township of, Michigan

1231. Grand Blanc, Charter Township of, Michigan
1232. Harrison, Charter Township of, Michigan
1233. Holland, Charter Township of, Michigan
1234. Holland, City of, Michigan
1235. Huron, County of, Michigan
1236. Independence, Charter Township of, Michigan
1237. Ionia, City of, Michigan
1238. Kalamazoo, Charter Township of, Michigan
1239. Kalamazoo, City of, Michigan
1240. Kentwood, City of, Michigan
1241. Lapeer, County of, Michigan
1242. Lincoln Park, City of, Michigan
1243. Macomb, Township of, Michigan
1244. Mecosta, County of, Michigan
1245. Meridian, Charter Township of, Michigan
1246. Midland, City of, Michigan
1247. Midland, County of, Michigan
1248. Muskegon, Charter Township of, Michigan
1249. Muskegon, City of, Michigan
1250. Novi, City of, Michigan
1251. Oakland, Charter Township of, Michigan
1252. Oakland, County of, Michigan
1253. Orion, Charter Township of, Michigan
1254. Ottawa, County of, Michigan
1255. Plainfield, Charter Township of, Michigan
1256. Portage, City of, Michigan
1257. Redford, Charter Township of, Michigan
1258. Rochester Hills, City of, Michigan
1259. Roseville, City of, Michigan
1260. Royal Oak, City of, Michigan
1261. Saginaw, Charter Township of, Michigan
1262. Saginaw, City of, Michigan
1263. Shelby, Charter Township of, Michigan
1264. Southfield, City of, Michigan
1265. Southgate, City of, Michigan
1266. St. Clair Shores, City of, Michigan
1267. St. Joseph, County of, Michigan
1268. Sterling Heights, City of, Michigan
1269. Taylor, City of, Michigan
1270. Troy, City of, Michigan
1271. Van Buren, County of, Michigan
1272. Warren, City of, Michigan
1273. Waterford, Charter Township of, Michigan
1274. Wayne, County of, Michigan
1275. West Bloomfield, Charter Township of, Michigan
1276. White Lake, Charter Township of, Michigan
1277. Wyoming, City of, Michigan
1278. Ypsilanti, City of, Michigan
1279. Ypsilanti, Charter Township of, Michigan
1280. Andover, City of, Minnesota
1281. Apple Valley, City of, Minnesota
1282. Becker, County of, Minnesota
1283. Beltrami, County of, Minnesota
1284. Benton, County of, Minnesota
1285. Blaine, City of, Minnesota
1286. Bloomington, City of, Minnesota
1287. Blue Earth, County of, Minnesota

1288. Brooklyn Center, City of, Minnesota
1289. Brooklyn Park, City of, Minnesota
1290. Burnsville, City of, Minnesota
1291. Carlton, County of, Minnesota
1292. Carver, County of, Minnesota
1293. Chisago, County of, Minnesota
1294. Clay, County of, Minnesota
1295. Coon Rapids, City of, Minnesota
1296. Cottage Grove, City of, Minnesota
1297. Crow Wing, County of, Minnesota
1298. Duluth, City of, Minnesota
1299. Eagan, City of, Minnesota
1300. Eden Prairie, City of, Minnesota
1301. Edina, City of, Minnesota
1302. Freeborn, County of, Minnesota
1303. Goodhue, County of, Minnesota
1304. Hennepin, County of, Minnesota
1305. Inver Grove Heights, City of, Minnesota
1306. Isanti, County of, Minnesota
1307. Kandiyohi, County of, Minnesota
1308. Lakeville, City of, Minnesota
1309. Mankato, City of, Minnesota
1310. Maple Grove, City of, Minnesota
1311. Maplewood, City of, Minnesota
1312. Minneapolis, City of, Minnesota
1313. Minnetonka, City of, Minnesota
1314. Moorhead, City of, Minnesota
1315. Nicollet, County of, Minnesota
1316. North St. Paul, City of, Minnesota
1317. Olmsted, County of, Minnesota
1318. Otter Tail, County of, Minnesota
1319. Pine, County of, Minnesota
1320. Plymouth, City of, Minnesota
1321. Polk, County of, Minnesota
1322. Ramsey, County of, Minnesota
1323. Rice, County of, Minnesota
1324. Richfield, City of, Minnesota
1325. Rochester, City of, Minnesota
1326. Roseau, County of, Minnesota
1327. Roseville, City of, Minnesota
1328. Sartell, City of, Minnesota
1329. Savage, City of, Minnesota
1330. Scott, County of, Minnesota
1331. Shakopee, City of, Minnesota
1332. Sherburne, County of, Minnesota
1333. Shoreview, City of, Minnesota
1334. Sibley, County of, Minnesota
1335. St. Cloud, City of, Minnesota
1336. St. Louis Park, City of, Minnesota
1337. St. Michael, City of, Minnesota
1338. Stearns, County of, Minnesota
1339. Steele, County of, Minnesota
1340. Waseca, County of, Minnesota
1341. Winona, City of, Minnesota
1342. Woodbury, City of, Minnesota
1343. Wright, County of, Minnesota
1344. Alcorn, County of, Mississippi

1345. Attala, County of, Mississippi
1346. Biloxi, City of, Mississippi
1347. Chickasaw, County of, Mississippi
1348. Clarke, County of, Mississippi
1349. Cleveland, City of, Mississippi
1350. Columbus, City of, Mississippi
1351. Copiah, County of, Mississippi
1352. Gautier, City of, Mississippi
1353. George, County of, Mississippi
1354. Greene, County of, Mississippi
1355. Hancock, County of, Mississippi
1356. Holmes, County of, Mississippi
1357. Itawamba, County of, Mississippi
1358. Jackson, City of, Mississippi
1359. Jefferson Davis, County of, Mississippi
1360. Jones, County of, Mississippi
1361. Kemper, County of, Mississippi
1362. Lamar, County of, Mississippi
1363. Lauderdale, County of, Mississippi
1364. Lawrence, County of, Mississippi
1365. Lee, County of, Mississippi
1366. Lowndes, County of, Mississippi
1367. Madison, City of, Mississippi
1368. Moss Point, City of, Mississippi
1369. Ocean Springs, City of, Mississippi
1370. Oktibbeha, County of, Mississippi
1371. Olive Branch, City of, Mississippi
1372. Panola, County of, Mississippi
1373. Perry, County of, Mississippi
1374. Pike, County of, Mississippi
1375. Pontotoc, County of, Mississippi
1376. Rankin, County of, Mississippi
1377. Southaven, City of, Mississippi
1378. Starkville, City of, Mississippi
1379. Tallahatchie, County of, Mississippi
1380. Tate, County of, Mississippi
1381. Tishomingo, County of, Mississippi
1382. Tupelo, City of, Mississippi
1383. Vicksburg, City of, Mississippi
1384. Walthall, County of, Mississippi
1385. Warren, County of, Mississippi
1386. Wayne, County of, Mississippi
1387. Yalobusha, County of, Mississippi
1388. Adair, County of, Missouri
1389. Andrew, County of, Missouri
1390. Ballwin, City of, Missouri
1391. Blue Springs, City of, Missouri
1392. Cape Girardeau, City of, Missouri
1393. Chesterfield, City of, Missouri
1394. Clay, County of, Missouri
1395. Columbia, City of, Missouri
1396. DeKalb, County of, Missouri
1397. Florissant, City of, Missouri
1398. Jefferson City, City of, Missouri
1399. Laclede, County of, Missouri

1400. Lee's Summit, City of, Missouri
1401. Liberty, City of, Missouri
1402. Liberty, Township of, Missouri
1403. New Madrid, County of, Missouri
1404. Newton, County of, Missouri
1405. O'Fallon, City of, Missouri
1406. Platte, County of, Missouri
1407. Ralls, County of, Missouri
1408. St. Charles, City of, Missouri
1409. St. Louis, City of, Missouri
1410. St. Peters, City of, Missouri
1411. University City, City of, Missouri
1412. Wentzville, City of, Missouri
1413. Wildwood, City of, Missouri
1414. Billings, City of, Montana
1415. Bozeman, City of, Montana
1416. Butte-Silver Bow, City of, Montana
1417. Flathead, County of, Montana
1418. Gallatin, County of, Montana
1419. Helena, City of, Montana
1420. Lake, County of, Montana
1421. Lewis and Clark, County of, Montana
1422. Missoula, City of, Montana
1423. Ravalli, County of, Montana
1424. Yellowstone, County of, Montana
1425. Adams, County of, Nebraska
1426. Bellevue, City of, Nebraska
1427. Buffalo, County of, Nebraska
1428. Dodge, County of, Nebraska
1429. Grand Island, City of, Nebraska
1430. Hall, County of, Nebraska
1431. Kearney, City of, Nebraska
1432. Lancaster, County of, Nebraska
1433. Lincoln, City of, Nebraska
1434. Madison, County of, Nebraska
1435. Omaha, City of, Nebraska
1436. Platte, County of, Nebraska
1437. Sappy, County of Nebraska
1438. Scottsbluff, City of, Nebraska
1439. Boulder, City of, Nevada
1440. Elko, County of, Nevada
1441. Enterprise, Town of, Nevada
1442. Lyon, County of, Nevada
1443. Mesquite, City of, Nevada
1444. Paradise, Town of, Nevada
1445. Reno, City of, Nevada
1446. Spring Valley, Town of, Nevada
1447. Sunrise Manor, CDP of, Nevada
1448. Dover, City of, New Hampshire
1449. Merrimack, County of, New Hampshire
1450. Merrimack, Town of, New Hampshire
1451. Salem, Town of, New Hampshire
1452. Atlantic City, City of, New Jersey
1453. Atlantic, County of, New Jersey
1454. Belleville, Township of, New Jersey
1455. Bergen, County of, New Jersey
1456. Berkeley, Township of, New Jersey
1457. Bernalillo, County of, New Jersey
1458. Bloomfield, Township of, New Jersey
1459. Brick, Township of, New Jersey
1460. Bridgewater, Township of, New Jersey
1461. Camden, City of, New Jersey
1462. Camden, County of, New Jersey
1463. Cape May, County of, New Jersey

1464. City of Orange, Township of, New Jersey
1465. Cinnaminson, Township of, New Jersey
1466. Cumberland, County of, New Jersey
1467. Deptford, Township of, New Jersey
1468. East Brunswick, Township of, New Jersey
1469. East Orange, City of, New Jersey
1470. East Windsor, Township of, New Jersey
1471. Edison, Township of, New Jersey
1472. Egg Harbor, Township of, New Jersey
1473. Essex, County of, New Jersey
1474. Evesham, Township of, New Jersey
1475. Ewing, Township of, New Jersey
1476. Fair Lawn, Borough of, New Jersey
1477. Fort Lee, Borough of, New Jersey
1478. Franklin, Township of New Jersey
1479. Freehold, Township of, New Jersey
1480. Galloway, Township of, New Jersey
1481. Garfield, City of, New Jersey
1482. Gloucester, County of, New Jersey
1483. Gloucester, Township of, New Jersey
1484. Hackensack, City of, New Jersey
1485. Hamilton, Township of, New Jersey
1486. Hillsborough, Township of, New Jersey
1487. Hoboken, City of, New Jersey
1488. Howell, Township of, New Jersey
1489. Irvington, Township of, New Jersey
1490. Jackson, Township of, New Jersey
1491. Jersey City, City of, New Jersey
1492. Kearny, Town of, New Jersey
1493. Lakewood, Township of, New Jersey
1494. Lawrence, Township of, New Jersey
1495. Linden, City of, New Jersey
1496. Livingston, Township of, New Jersey
1497. Long Branch, City of, New Jersey
1498. Manalapan, Township of, New Jersey
1499. Manchester, Township of, New Jersey
1500. Marlboro, Township of, New Jersey
1501. Mercer, County of, New Jersey
1502. Middlesex, County of, New Jersey
1503. Middletown, Township of, New Jersey
1504. Monmouth, County of, New Jersey
1505. Monroe, Township of, New Jersey
1506. Montclair, Township of, New Jersey
1507. Morris, County of, New Jersey
1508. Mount Laurel, Township of, New Jersey
1509. New Brunswick, City of, New Jersey
1510. Newark, City of, New Jersey
1511. North Bergen, Township of, New Jersey

1512. North Brunswick, Township of, New Jersey
1513. Nutley, Township of, New Jersey
1514. Ocean City, City of, New Jersey
1515. Old Bridge, Township of, New Jersey
1516. Parsippany-Troy Hills, Township of, New Jersey
1517. Passaic, City of, New Jersey
1518. Passaic, County of, New Jersey
1519. Paterson, City of, New Jersey
1520. Pennsauken, Township of, New Jersey
1521. Perth Amboy, City of, New Jersey
1522. Piscataway, Township of, New Jersey
1523. Plainfield, City of, New Jersey
1524. Princeton, Town of, New Jersey
1525. Salem, County of, New Jersey
1526. Sayreville, Borough of, New Jersey
1527. Somerset, County of, New Jersey
1528. South Brunswick, Township of, New Jersey
1529. Sussex, County of, New Jersey
1530. Teaneck, Township of, New Jersey
1531. Toms River, Township of, New Jersey
1532. Union City, City of, New Jersey
1533. Union, County of, New Jersey
1534. Union, Township of, New Jersey
1535. Voorhees, Township of, New Jersey
1536. Warren, County of, New Jersey
1537. Washington, Township of, New Jersey
1538. Wayne, Township of, New Jersey
1539. West New York, Town of, New Jersey
1540. West Orange, Township of, New Jersey
1541. Willingboro, Township of, New Jersey
1542. Winslow, Township of, New Jersey
1543. Woodbridge, Township of, New Jersey
1544.
1545. Albany, County of, New York
1546. Amherst, Town of, New York
1547. Babylon, Town of New York
1548. Bethlehem, Town of, New York
1549. Binghamton, City of, New York
1550. Brighton, Town of, New York
1551. Buffalo, City of New York
1552. Carmel, Town of, New York
1553. Cattaraugus, County of, New York
1554. Cayuga, County of, New York
1555. Chautauqua, County of, New York
1556. Cheektowaga, Town of, New York
1557. Chemung, County of, New York
1558. Chenango, County of, New York
1559. Chenango, Town of, New York
1560. Cicero, Town of, New York

1561. Clarence, Town of, New York
1562. Clay, Town of, New York
1563. Clifton Park, Town of, New York
1564. Colonie, Town of, New York
1565. Cortland, City of, New York
1566. Cortlandt, Town of, New York
1567. Delaware, County of New York
1568. De Witt, Town of, New York
1569. Dutchess, County of New York
1570. Eastchester, Town of, New York
1571. Essex, County of, New York
1572. Freeport, Village of, New York
1573. Greece, Town of, New York
1574. Greenburgh, Town of, New York
1575. Guilderland, Town of, New York
1576. Hamburg, Town of, New York
1577. Haverstraw, Town of New York
1578. Hempstead, Village of, New York
1579. Henrietta, Town of, New York
1580. Irondequoit, Town of, New York
1581. Palm Tree (Kiryas Joel Village), Town of, New York
1582. Lancaster, Town of, New York
1583. Livingston, County of, New York
1584. Long Beach, City of New York
1585. Madison, County of, New York
1586. Mamaroneck, Town of, New York
1587. Manlius, Town of, New York
1588. Merrick Library, Town of, New York
1589. Middletown, City of, New York
1590. Monroe, Town of, New York
1591. Mount Pleasant, Town of, New York
1592. Mount Vernon, City of, New York
1593. Nassau, County of, New York
1594. New Rochelle, City of, New York
1595. New York, County of, New York
1596. Bronx, County of, New York
1597. Kings, County of, New York
1598. Queens, County of, New York
1599. Newburgh, Town of, New York
1600. Niagara Falls, City of, New York
1601. North Tonawanda, City of, New York
1602. Obeida, County of, New York
1603. Onondaga, Town of, New York
1604. Ontario, Town of, New York
1605. Orleans, County of, New York
1606. Ossining, Town of, New York
1607. Otsego, County of, New York
1608. Penfield, Town of, New York
1609. Perinton, Town of, New York
1610. Pittsford, Town of, New York
1611. Port Chester, Village of, New York
1612. Putnam, County of, New York

1613. Rensselaer, Town of, New York
1614. Richmond, County of, New York
1615. Rockland, County of, New York
1616. Rockland, City of, New York
1617. Rotterdam, Town of, New York
1618. Rye, Town of, New York
1619. Salina, Town of, New York
1620. Spring Valley, Village of, New York
1621. Staten Island, Borough of, New York
1622. Suffolk, County of, New York
1623. Tioga, County of, New York
1624. Tonawanda, Town of, New York
1625. Union, Town of, New York
1626. Wallkill, Town of, New York
1627. Wappinger, Town of, New York
1628. Warren, County of, New York
1629. Warwick, Town of, New York
1630. Wayne, County of, New York
1631. Webster, Town of, New York
1632. West Seneca, Town of, New York
1633. White Plains, City of, New York
1634. Yates, County of, New York
1635. Yorktown, Town of, New York
1636. Alleghany, County of, North Carolina
1637. Apex, Town of, North Carolina
1638. Asheville, City of, North Carolina
1639. Bertie, County of, North Carolina
1640. Burlington, City of, North Carolina
1641. Cary, Town of, North Carolina
1642. Chapel Hill, Town of, North Carolina
1643. Charlotte, City of, North Carolina
1644. Chatham, County of, North Carolina
1645. Chowan, County of, North Carolina
1646. Concord, City of, North Carolina
1647. Cornelius, County of, North Carolina
1648. Currituck, County of, North Carolina
1649. Davidson, Town of, North Carolina
1650. Durham, City of, North Carolina
1651. Edgecombe, County of, North Carolina
1652. Fuquay-Varina, Town of, North Carolina
1653. Garner, Town of, North Carolina
1654. Gastonia, City of, North Carolina
1655. Goldsboro, City of, North Carolina
1656. Greenville, City of, North Carolina
1657. Harnett, County of, North Carolina
1658. Henderson, County of, North Carolina
1659. Hendersonville, City of, North Carolina
1660. High Point, City of, North Carolina
1661. Hoke, County of, North Carolina
1662. Holly Springs, Town of, North Carolina

1663. Huntersville, Town of, North Carolina
1664. Indian Trail, Town of, North Carolina
1665. Jackson, County of, North Carolina
1666. Johnston, County of, North Carolina
1667. Kannapolis, City of, North Carolina
1668. Lee, County of, North Carolina
1669. Lenoir, City of, North Carolina
1670. Macon, County of, North Carolina
1671. Madison, County of, North Carolina
1672. Matthews, Town of, North Carolina
1673. Monroe, City of, North Carolina
1674. Mooresville, Town of, North Carolina
1675. Nash, County of, North Carolina
1676. New Bern, City of, North Carolina
1677. Pender, County of, North Carolina
1678. Polk, County of, North Carolina
1679. Rocky Mount, City of, North Carolina
1680. Salisbury, City of, North Carolina
1681. Sanford, City of, North Carolina
1682. Stanly, County of, North Carolina
1683. Stokes, County of, North Carolina
1684. Transylvania, County of, North Carolina
1685. Union, County of, North Carolina
1686. Wake, County of, North Carolina
1687. Wake Forest, Town of, North Carolina
1688. Warren, County of, North Carolina
1689. Washington, County of, North Carolina
1690. Wilson, City of, North Carolina
1691. Wilson, County of, North Carolina
1692. Yadkin, County of, North Carolina
1693. Yancey, County of, North Carolina
1694. Cass, County of, North Dakota
1695. Fargo, City of, North Dakota
1696. Grand Forks, City of, North Dakota
1697. Minot, City of, North Dakota
1698. Morton, County of, North Dakota
1699. West Fargo, City of, North Dakota
1700. Anderson, Township of, Ohio
1701. Athens, Township of, Ohio
1702. Austintown, Township of, Ohio
1703. Bath, Township of, Ohio
1704. Beavercreek, City of, Ohio
1705. Beavercreek, Township of, Ohio
1706. Boardman, Township of, Ohio
1707. Bowling Green, City of, Ohio
1708. Brown, County of, Ohio
1709. Brunswick, City of, Ohio
1710. Canton, City of, Ohio
1711. Carroll, County of, Ohio
1712. Clark, County of, Ohio
1713. Clear Creek, Township of, Ohio
1714. Colerain, Township of, Ohio
1715. Columbus, City of, Ohio

1716. Concord, Township of, Ohio
1717. Coventry, Township of, Ohio
1718. Deerfield, Township of, Ohio
1719. Defiance, County of, Ohio
1720. Delaware, City of, Ohio
1721. Delaware City, Township of, Ohio
1722. Delaware County, County of, Ohio
1723. Dublin, City of, Ohio
1724. Fairborn, City of, Ohio
1725. Fostoria, City of, Ohio
1726. Franklin, Township of, Ohio
1727. Gahanna, City of, Ohio
1728. Green, Township of, Ohio
1729. Greene, County of, Ohio
1730. Grove City, City of, Ohio
1731. Hardin, County of, Ohio
1732. Highland, County of, Ohio
1733. Hilliard, City of, Ohio
1734. Holmes, County of, Ohio
1735. Huber Heights, City of, Ohio
1736. Jackson, Township of, Ohio
1737. Kettering, City of, Ohio
1738. Lakewood, City of, Ohio
1739. Lancaster, City of, Ohio
1740. Lancaster City, Township of, Ohio
1741. Liberty, Township of, Ohio
1742. Lucas, County of, Ohio
1743. Madison, County of, Ohio
1744. Mahoning, County of, Ohio
1745. Mansfield, City of, Ohio
1746. Marion, City of, Ohio
1747. Marion, Township of, Ohio
1748. Mason, City of, Ohio
1749. Massillon, City of, Ohio
1750. Medina, County of, Ohio
1751. Mentor, City of, Ohio
1752. Miami, County of, Ohio
1753. Miami, Township of, Ohio
1754. Mifflin, Township of, Ohio
1755. Monroe, County of, Ohio
1756. Montgomery, City of, Ohio
1757. Morrow, County of, Ohio
1758. Newark, City of, Ohio
1759. North Olmstead, City of, Ohio
1760. Norwalk, City of, Ohio
1761. Norwich, Township of, Ohio
1762. Orange, Township of, Ohio
1763. Painesville, Township of, Ohio
1764. Perry, County of, Ohio
1765. Pickaway, County of, Ohio
1766. Plain, Township of, Ohio
1767. Preble, County of, Ohio
1768. Putnam, County of, Ohio
1769. Reynoldsburg, City of, Ohio
1770. Richland, County of, Ohio
1771. Sandusky, City of, Ohio
1772. Springfield, City of, Ohio
1773. Springfield, Township of, Ohio
1774. Stow, City of, Ohio
1775. Sylvania, Township of, Ohio
1776. Truro, Township of, Ohio
1777. Tuscarawas, County of, Ohio
1778. Union, County of, Ohio
1779. Union, Township of, Ohio
1780. Upper Arlington, City of, Ohio
1781. Van Wert, City of, Ohio
1782. Vinton, County of, Ohio
1783. Violet, Township of, Ohio
1784. Warren, County of, Ohio
1785. Washington, Township of, Ohio
1786. West Chester, Township of, Ohio
1787. Westerville, City of, Ohio
1788. Westlake, City of, Ohio
1789. Wood, County of, Ohio
1790. Youngstown, City of, Ohio
1791. Bartlesville, City of, Oklahoma
1792. Broken Arrow, City of, Oklahoma
1793. Bryan, County of, Oklahoma
1794. Caddo, County of, Oklahoma
1795. Canadian, County of, Oklahoma

1796. Carter, County of, Oklahoma
1797. Cherokee, County of, Oklahoma
1798. Edmond, City of, Oklahoma
1799. Enid, City of, Oklahoma
1800. Garfield, County of, Oklahoma
1801. Grady, County of, Oklahoma
1802. Haskell, County of, Oklahoma
1803. Hughes, County of, Oklahoma
1804. Jackson, County of, Oklahoma
1805. Johnston, County of, Oklahoma
1806. Kay, County of, Oklahoma
1807. Latimer, County of, Oklahoma
1808. Lawton, City of, Oklahoma
1809. Le Flore, County of, Oklahoma
1810. Lincoln, County of, Oklahoma
1811. Logan, County of, Oklahoma
1812. Love, County of, Oklahoma
1813. McCurtain, County of, Oklahoma
1814. Midwest City, City of, Oklahoma
1815. Moore, City of, Oklahoma
1816. Muskogee, County of, Oklahoma
1817. Noble, County of, Oklahoma
1818. Norman, City of, Oklahoma
1819. Oklahoma City, City of, Oklahoma
1820. Owasso, City of, Oklahoma
1821. Payne, County of, Oklahoma
1822. Pittsburg, County of, Oklahoma
1823. Pontotoc, County of, Oklahoma
1824. Pottawatomie, County of, Oklahoma
1825. Sequoyah, County of, Oklahoma
1826. Shawnee, City of, Oklahoma
1827. Stephens, County of, Oklahoma
1828. Stillwater, City of, Oklahoma
1829. Tulsa, City of, Oklahoma
1830. Texas, County of, Oklahoma
1831. Wagoner, County of, Oklahoma
1832. Washington, County of, Oklahoma
1833. Woodward, County of, Oklahoma
1834. Albany, City of, Oregon
1835. Beaverton, City of, Oregon
1836. Bend, City of, Oregon
1837. Benton, County of, Oregon
1838. Clatsop, County of, Oregon
1839. Columbia, County of, Oregon
1840. Coos Bay, City of, Oregon
1841. Corvallis, City of, Oregon
1842. Curry, County of, Oregon
1843. Deschutes, County of, Oregon
1844. Douglas, County of, Oregon
1845. Eugene, City of, Oregon
1846. Grants Pass, City of, Oregon
1847. Gresham, City of, Oregon
1848. Hillsboro, City of, Oregon
1849. Jackson, County of, Oregon
1850. Josephine, County of, Oregon
1851. Keizer, City of, Oregon
1852. Klamath, County of, Oregon
1853. Lake Oswego, City of, Oregon
1854. Lane, County of, Oregon
1855. Lincoln, County of, Oregon
1856. Linn, County of, Oregon
1857. Malheur, County of, Oregon
1858. Marion, County of, Oregon
1859. McMinnville, City of, Oregon
1860. Medford, City of, Oregon
1861. Oregon City, City of, Oregon
1862. Polk, County of, Oregon

1863. Redmond, City of, Oregon
1864. Salem, City of, Oregon
1865. Springfield, City of, Oregon
1866. Tigard, City of, Oregon
1867. Umatilla, County of, Oregon
1868. Washington, County of, Oregon
1869. Yamhill, County of, Oregon
1870. Abington, Township of, Pennsylvania
1871. Allentown, City of, Pennsylvania
1872. Altoona, City of, Pennsylvania
1873. Bethel Park, Municipality of, Pennsylvania
1874. Bethlehem, City of, Pennsylvania
1875. Blair, County of, Pennsylvania
1876. Butler, County of, Pennsylvania
1877. Cheltenham, Township of, Pennsylvania
1878. Chester, City of, Pennsylvania
1879. Cranberry, Township of, Pennsylvania
1880. Crawford, County of, Pennsylvania
1881. Cumberland, County of, Pennsylvania
1882. Elk, County of, Pennsylvania
1883. Falls, Township of, Pennsylvania
1884. Fayette, Country of, Pennsylvania
1885. Hampden, Township of, Pennsylvania
1886. Harrisburg, City of, Pennsylvania
1887. Haverford, Township of, Pennsylvania
1888. Hempfield, Township of, Pennsylvania
1889. Jefferson, County of, Pennsylvania
1890. Lancaster, City of, Pennsylvania
1891. Lancaster, County of, Pennsylvania
1892. Lebanon, County of, Pennsylvania
1893. Lower Macungie, Township of, Pennsylvania
1894. Lower Merion, Township of, Pennsylvania
1895. Lower Paxton, Township of, Pennsylvania
1896. Lower Southampton, Township of, Pennsylvania
1897. Manheim, Township of, Pennsylvania
1898. McKean, County of, Pennsylvania
1899. Mifflin, County of, Pennsylvania
1900. Millcreek, Township of, Pennsylvania
1901. Montgomery, County of, Pennsylvania
1902. Mount Lebanon, Township of, Pennsylvania
1903. New Castle, City of, Pennsylvania
1904. North Huntingdon, Township of, Pennsylvania
1905. Northampton, Township of, Pennsylvania
1906. Penn Hills, Township of, Pennsylvania
1907. Perry, County of, Pennsylvania
1908. Pittsburgh, City of, Pennsylvania
1909. Radnor, Township of, Pennsylvania
1910. Reading, City of, Pennsylvania
1911. Ridley, Township of, Pennsylvania

1912. Ross, Township of, Pennsylvania
1913. Scranton, City of, Pennsylvania
1914. Snyder, County of, Pennsylvania
1915. Somerset, County of, Pennsylvania
1916. State College, Borough of, Pennsylvania
1917. Susquehanna, County of, Pennsylvania
1918. Union, County of, Pennsylvania
1919. Upper Darby, Township of, Pennsylvania
1920. Upper Merion, Township of, Pennsylvania
1921. Venango, County of, Pennsylvania
1922. Warren, County of, Pennsylvania
1923. Wayne, County of, Pennsylvania
1924. York, City of, Pennsylvania
1925. York, County of, Pennsylvania
1926. Adjuntas, Municipality of, Puerto Rico
1927. Arecibo, Municipality of, Puerto Rico
1928. Arroyo, Municipality of, Puerto Rico
1929. Barceloneta, Municipality of, Puerto Rico
1930. Bayamón, Municipality of, Puerto Rico
1931. Cabo Rojo, Municipality of, Puerto Rico
1932. Caguas, Municipality of, Puerto Rico
1933. Camuy, Municipality of, Puerto Rico
1934. Carolina, Municipality of, Puerto Rico
1935. Cataño, Municipality of, Puerto Rico
1936. Cayey, Municipality of, Puerto Rico
1937. Ceiba, Municipality of, Puerto Rico
1938. Cidra, Municipality of, Puerto Rico
1939. Coamo, Municipality of, Puerto Rico
1940. Corozal, Municipality of, Puerto Rico
1941. Dorado, Municipality of, Puerto Rico
1942. Fajardo, Municipality of, Puerto Rico
1943. Guayama, Municipality of, Puerto Rico
1944. Guaynabo, Municipality of, Puerto Rico
1945. Gurabo, Municipality of, Puerto Rico
1946. Hatillo, Municipality of, Puerto Rico
1947. Humacao, Municipality of, Puerto Rico
1948. Isabela, Municipality of, Puerto Rico
1949. Juana Díaz, Municipality of, Puerto Rico
1950. Las Piedras, Municipality of, Puerto Rico
1951. Manatí, Municipality of, Puerto Rico
1952. Mayagüez, Municipality of, Puerto Rico
1953. Moca, Municipality of, Puerto Rico
1954. Morovis, Municipality of, Puerto Rico
1955. Ponce, Municipality of, Puerto Rico
1956. Rio Grande, Municipality of, Puerto Rico
1957. San Germán, Municipality of, Puerto Rico

1958. San Lorenzo, Municipality of, Puerto Rico
1959. San Sebastián, Municipality of, Puerto Rico
1960. Toa Alta, Municipality of, Puerto Rico
1961. Toa Baja, Municipality of, Puerto Rico
1962. Trujillo Alto, Municipality of, Puerto Rico
1963. Vega Baja, Municipality of, Puerto Rico
1964. Villalba, Municipality of, Puerto Rico
1965. Yauco, Municipality of, Puerto Rico
1966. Barrington, Town of, Rhode Island
1967. Bristol, Town of, Rhode Island
1968. Kent, County of, Rhode Island
1969. Newport, County of, Rhode Island
1970. Providence, City of, Rhode Island
1971. Providence, County of, Rhode Island
1972. Warren, Town of, Rhode Island
1973. Washington, County of, Rhode Island
1974. Columbia, City of, South Carolina
1975. Aiken, City of, South Carolina
1976. Andersen, County of, South Carolina
1977. Darlington, County of, South Carolina
1978. Florence, City of, South Carolina
1979. Goose Creek, City of, South Carolina
1980. Greenville, City of, South Carolina
1981. Greer, City of, South Carolina
1982. Hilton Head Island, Town of, South Carolina
1983. Rock Hill, City of, South Carolina
1984. Spartanburg, City of, South Carolina
1985. Sumter, City of, South Carolina
1986. Brookings, County of, South Dakota
1987. Brown, County of, South Dakota
1988. Lincoln, County of, South Dakota
1989. Minnehaha, County of, South Dakota
1990. Rapid City, City of, South Dakota
1991. Sioux Falls, City of, South Dakota
1992. Bartlett, City of, Tennessee
1993. Brentwood, City of, Tennessee
1994. Cannon, County of, Tennessee
1995. Carter, County of, Tennessee
1996. Chattanooga, City of, Tennessee
1997. Cheatham, County of, Tennessee
1998. Cleveland, City of, Tennessee
1999. Coffee, County of, Tennessee
2000. Collierville, Town of, Tennessee
2001. Crockett, County of, Tennessee
2002. Davidson, County of, Tennessee
2003. Decatur, County of, Tennessee
2004. Dickson, County of, Tennessee
2005. Dyer, County of, Tennessee

2006. Fayette, County of, Tennessee
2007. Franklin, City of, Tennessee
2008. Franklin, County of Tennessee
2009. Gallatin, City of, Tennessee
2010. Germantown, City of, Tennessee
2011. Gibson, County of, Tennessee
2012. Hamblen, County of, Tennessee
2013. Hendersonville, City of, Tennessee
2014. Henry, County of, Tennessee
2015. Jackson, City of, Tennessee
2016. Johnson City, City of, Tennessee
2017. Johnson, County of, Tennessee
2018. Kingsport, City of, Tennessee
2019. Lawrence, County of, Tennessee
2020. Lebanon, City of, Tennessee
2021. Lincoln, County of, Tennessee
2022. Maryville, City of, Tennessee
2023. Maury, County of, Tennessee
2024. Memphis, City of, Tennessee
2025. Morristown, City of, Tennessee
2026. Morgan, County of, Tennessee
2027. Morrison, City of, Tennessee
2028. Mount Juliet, City of, Tennessee
2029. Nashville-Davidson, Metropolitan Government of, Tennessee
2030. Oak Ridge, City of, Tennessee
2031. Obion, County of, Tennessee
2032. Overton, County of, Tennessee
2033. Robertson, County of, Tennessee
2034. Shelby, County of, Tennessee
2035. Smyrna, Town of, Tennessee
2036. Sullivan, County of, Tennessee
2037. Sumner, County of, Tennessee
2038. Tipton, County of, Tennessee
2039. Weakley, County of, Tennessee
2040. Wilson, County of, Tennessee
2041. Abilene, City of, Texas
2042. Allen, City of, Texas
2043. Amarillo, City of, Texas
2044. Anderson, County of, Texas
2045. Arlington, City of, Texas
2046. Atascosa, County of, Texas
2047. Austin, City of, Texas
2048. Austin, County of, Texas
2049. Bastrop, County of, Texas
2050. Baytown, City of, Texas
2051. Beaumont, City of, Texas
2052. Bedford, City of, Texas
2053. Bee, County of, Texas
2054. Bell, County of, Texas
2055. Blanco, County of, Texas
2056. Brazoria, County of, Texas
2057. Brown, County of, Texas
2058. Brownsville, City of, Texas
2059. Bryan, City of, Texas
2060. Burleson, City of, Texas
2061. Burnet, County of, Texas
2062. Caldwell, County of, Texas
2063. Calhoun, County of, Texas
2064. Cameron, County of, Texas
2065. Camp, County of, Texas
2066. Carrollton, City of, Texas
2067. Cass, County of, Texas
2068. Cedar Hill, City of, Texas
2069. Cedar Park, City of, Texas
2070. Chambers, County of, Texas
2071. Cibolo, City of, Texas
2072. Cleburne, City of, Texas
2073. College Station, City of, Texas
2074. Collin, County of, Texas

2075. Colorado, County of, Texas
2076. Comal, County of, Texas
2077. Conroe, City of, Texas
2078. Cooke, County of, Texas
2079. Coppell, City of, Texas
2080. Copperas Cove, City of, Texas
2081. Corpus Christi, City of, Texas
2082. Dallas, City of, Texas
2083. Deer Park, City of, Texas
2084. Del Rio, City of, Texas
2085. Denton, City of, Texas
2086. Denton, County of, Texas
2087. DeSoto, City of, Texas
2088. Dimmit, County of, Texas
2089. Duncanville, City of, Texas
2090. Ector, County of, Texas
2091. Edinburg, City of, Texas
2092. El Paso, City of, Texas
2093. El Paso, County of, Texas
2094. Erath, County of, Texas
2095. Euless, City of, Texas
2096. Falls, County of, Texas
2097. Fannin, County of, Texas
2098. Farmers Branch, City of, Texas
2099. Flower Mound, Town of, Texas
2100. Fort Bend, County of, Texas
2101. Fort Worth, City of, Texas
2102. Franklin, County of, Texas
2103. Friendswood, City of, Texas
2104. Frisco, City of, Texas
2105. Galveston, City of, Texas
2106. Galveston, County of, Texas
2107. Garland, City of, Texas
2108. Georgetown, City of, Texas
2109. Grand Prairie, City of, Texas
2110. Grapevine, City of, Texas
2111. Grayson, County of, Texas
2112. Gregg, County of, Texas
2113. Guadalupe, County of, Texas
2114. Hale, County of, Texas
2115. Haltom City, City of, Texas
2116. Hardin, County of, Texas
2117. Harker Heights, City of, Texas
2118. Harlingen, City of, Texas
2119. Harris, County of, Texas
2120. Harrison, County of, Texas
2121. Hays, County of, Texas
2122. Hidalgo, County of, Texas
2123. Hill, County of, Texas
2124. Hood, County of, Texas
2125. Hopkins, County of, Texas
2126. Houston, City of, Texas
2127. Houston, County of, Texas
2128. Howard, County of, Texas
2129. Hunt, County of, Texas
2130. Huntsville, City of, Texas
2131. Hurst, City of, Texas
2132. Irving, City of, Texas
2133. Jasper, County of, Texas
2134. Jefferson, County of, Texas
2135. Keller, City of, Texas
2136. Kerr, County of, Texas
2137. Killeen, City of, Texas
2138. Kyle, City of, Texas
2139. La Porte, City of, Texas
2140. Lancaster, City of, Texas
2141. League City, City of, Texas
2142. Leander, City of, Texas
2143. Leon, County of, Texas
2144. Leon Valley, City of, Texas
2145. Lewisville, City of, Texas
2146. Liberty, County of, Texas
2147. Limestone, County of, Texas
2148. Little Elm, City of, Texas
2149. Longview, City of, Texas
2150. Lubbock, City of, Texas
2151. Lubbock, County of, Texas
2152. Lufkin, City of, Texas
2153. Madison, County of, Texas
2154. Mansfield, City of, Texas
2155. Matagorda, County of, Texas
2156. McAllen, City of, Texas
2157. McKinney, City of, Texas
2158. Medina, County of, Texas
2159. Mesquite, City of, Texas
2160. Midland, City of, Texas
2161. Midland, County of, Texas

2162. Midlothian, City of, Texas
2163. Milam, County of, Texas
2164. Mission, City of, Texas
2165. Missouri City, City of, Texas
2166. Morris, County of, Texas
2167. Nacogdoches, City of, Texas
2168. Nacogdoches, County of, Texas
2169. Navarro, County of, Texas
2170. New Braunfels, City of, Texas
2171. Newton, County of, Texas
2172. North Richland Hills, City of, Texas
2173. Nueces, County of, Texas
2174. Odessa, City of, Texas
2175. Orange, County of, Texas
2176. Panola, County of, Texas
2177. Parker, County of, Texas
2178. Pasadena, City of, Texas
2179. Pearland, City of, Texas
2180. Pflugerville, City of, Texas
2181. Pharr, City of, Texas
2182. Plano, City of, Texas
2183. Port Arthur, City of, Texas
2184. Potter, County of, Texas
2185. Prosper, Town of, Texas
2186. Randall, County of, Texas
2187. Red River, County of, Texas
2188. Richardson, City of, Texas
2189. Robertson, County of, Texas
2190. Rockwall, City of, Texas
2191. Rosenberg, City of, Texas
2192. Round Rock, City of, Texas
2193. Rowlett, City of, Texas
2194. San Angelo, City of, Texas
2195. San Juan, City of, Texas
2196. San Marcos, City of, Texas
2197. San Patricio, County of, Texas
2198. Schertz, City of, Texas
2199. Shelby, County of, Texas
2200. Sherman, City of, Texas
2201. Socorro, City of, Texas
2202. Southlake, City of, Texas
2203. Starr, County of, Texas
2204. Sugar Land, City of, Texas
2205. Taylor, County of, Texas
2206. Temple, City of, Texas
2207. Texarkana, City of, Texas
2208. Texas City, City of, Texas
2209. The Colony, City of, Texas
2210. Tom Green, County of, Texas
2211. Travis, County of, Texas
2212. Trinity, County of, Texas
2213. Tyler, City of, Texas
2214. Uvalde, County of, Texas
2215. Val Verde, County of, Texas
2216. Van Zandt, County of, Texas
2217. Victoria, City of, Texas
2218. Victoria, County of, Texas
2219. Waco, City of, Texas
2220. Walker, County of, Texas
2221. Waller, County of, Texas
2222. Washington, County of, Texas
2223. Waxahachie, City of, Texas
2224. Weatherford, City of, Texas
2225. Weslaco, City of, Texas
2226. Wharton, County of, Texas
2227. Wichita Falls, City of, Texas
2228. Wilson, County of, Texas
2229. Wise, County of, Texas
2230. Wood, County of, Texas
2231. Wylie, City of, Texas
2232. Zavala, County of, Texas
2233. American Fork, City of, Utah
2234. Bountiful, City of, Utah
2235. Box Elder, County of, Utah
2236. Carbon, County of, Utah
2237. Cedar City, City of, Utah
2238. Clearfield, City of, Utah
2239. Cottonwood Heights, City of, Utah
2240. Davis, County of, Utah
2241. Draper, City of, Utah
2242. Eagle Mountain, City of, Utah
2243. Herriman, City of, Utah
2244. Holladay, City of, Utah
2245. Iron, County of, Utah
2246. Kaysville, City of, Utah

2247. Kearns Metro, Township of, Utah
2248. Layton, City of, Utah
2249. Lehi, City of, Utah
2250. Logan, City of, Utah
2251. Midvale, City of, Utah
2252. Millard, County of, Utah
2253. Millcreek, City of, Utah
2254. Murray, City of, Utah
2255. Ogden, City of, Utah
2256. Orem, City of, Utah
2257. Pleasant Grove, City of, Utah
2258. Provo, City of, Utah
2259. Riverton, City of, Utah
2260. Roy, City of, Utah
2261. Salt Lake, City of, Utah
2262. San Juan, County of, Utah
2263. Sandy, City of, Utah
2264. Sanpete, County of, Utah
2265. Saratoga Springs, City of, Utah
2266. South Jordan, City of, Utah
2267. Spanish Fork, City of, Utah
2268. Springville, City of, Utah
2269. St. George, City of, Utah
2270. Syracuse, City of, Utah
2271. Taylorsville, City of, Utah
2272. Tooele, City of, Utah
2273. West Jordan, City of, Utah
2274. West Valley, City of, Utah
2275. Addison, County of, Vermont
2276. Bennington, County of, Vermont
2277. Burlington, City of, Vermont
2278. Caledonia, County of, Vermont
2279. Chittenden, County of, Vermont
2280. Franklin, County of, Vermont
2281. Rutland, County of, Vermont
2282. Washington, County of, Vermont
2283. Windham, County of, Vermont
2284. Windsor, County of, Vermont
2285. Albemarle, County of, Virginia
2286. Augusta, County of, Virginia
2287. Bedford, County of, Virginia
2288. Blacksburg, Town of, Virginia
2289. Buchanan, County of, Virginia
2290. Campbell, County of, Virginia
2291. Caroline, County of, Virginia
2292. Carroll, County of, Virginia
2293. Charlottesville, City of, Virginia
2294. Gloucester, County of, Virginia
2295. Grayson, County of, Virginia
2296. Hampton, City of, Virginia
2297. Hanover, County of, Virginia
2298. Harrisonburg, City of, Virginia
2299. James City, County of, Virginia
2300. Leesburg, Town of, Virginia
2301. Lynchburg, City of, Virginia
2302. Manassas, City of, Virginia
2303. Martinsville, City of, Virginia
2304. Newport News, City of, Virginia
2305. Orange, County of, Virginia
2306. Petersburg, City of, Virginia
2307. Portsmouth, City of, Virginia
2308. Powhatan, County of, Virginia
2309. Rockingham, County of, Virginia
2310. Spotsylvania, County of, Virginia
2311. Suffolk, City of, Virginia
2312. York, County of, Virginia
2313. Auburn, City of, Washington
2314. Anacortes, City of, Washington
2315. Bellevue, City of, Washington

2316. Bellingham, City of, Washington
2317. Benton, County of, Washington
2318. Bothell, City of, Washington
2319. Bremerton, City of, Washington
2320. Burien, City of, Washington
2321. Clark, County of, Washington
2322. Cowlitz, County of, Washington
2323. Des Moines, City of, Washington
2324. Douglas, County of, Washington
2325. Edmonds, City of, Washington
2326. Federal Way, City of, Washington
2327. Grant, County of, Washington
2328. Grays Harbor, County of, Washington
2329. Issaquah, City of, Washington
2330. Kennewick, City of, Washington
2331. Kent, City of, Washington
2332. King, County of, Washington
2333. Kirkland, City of, Washington
2334. Kittitas, County of, Washington
2335. Lacey, City of, Washington
2336. Lake Stevens, City of, Washington
2337. Lakewood, City of, Washington
2338. Lincoln, County of, Washington
2339. Longview, City of, Washington
2340. Lynnwood, City of, Washington
2341. Marysville, City of, Washington
2342. Mason, County of, Washington
2343. Mount Vernon, City of, Washington
2344. Okanogan, County of, Washington
2345. Olympia, City of, Washington
2346. Pasco, City of, Washington
2347. Pullman, City of, Washington
2348. Puyallup, City of, Washington
2349. Redmond, City of, Washington
2350. Renton, City of, Washington
2351. Richland, City of, Washington
2352. Sammamish, City of, Washington
2353. San Juan, County of, Washington
2354. SeaTac, City of, Washington
2355. Seattle, City of, Washington
2356. Sedro-Woolley, City of, Washington
2357. Shoreline, City of, Washington
2358. Skagit, County of, Washington
2359. Spokane, City of, Washington
2360. Spokane, County of, Washington
2361. Spokane Valley, City of, Washington
2362. Stevens, County of, Washington
2363. Thurston, County of, Washington
2364. University Place, City of, Washington
2365. Vancouver, City of, Washington

2366. Walla Walla, City of, Washington
2367. Wenatchee, City of, Washington
2368. Whatcom, County of, Washington
2369. Yakima, City of, Washington
2370. Yakima, County of, Washington
2371. Appleton, City of, Wisconsin
2372. Beloit, City of, Wisconsin
2373. Brookfield, City of, Wisconsin
2374. Cudahy, City of, Wisconsin
2375. Eau Claire, City of, Wisconsin
2376. Fitchburg, City of, Wisconsin
2377. Fond du Lac, City of, Wisconsin
2378. Franklin, City of, Wisconsin
2379. Green Bay, City of, Wisconsin
2380. Green, Country of, Wisconsin
2381. Greenfield, City of, Wisconsin
2382. Janesville, City of, Wisconsin
2383. La Crosse, City of, Wisconsin
2384. Madison, City of, Wisconsin
2385. Manitowoc, City of, Wisconsin
2386. Marinette, City of, Wisconsin
2387. Menomonee Falls, Village of, Wisconsin
2388. Mount Pleasant, Village of, Wisconsin
2389. New Berlin, City of, Wisconsin
2390. Oak Creek, City of, Wisconsin
2391. Oshkosh, City of, Wisconsin
2392. Polk, County of, Wisconsin
2393. Portage, City of, Wisconsin
2394. Racine, City of, Wisconsin
2395. Sheboygan, City of, Wisconsin
2396. South Milwaukee, City of, Wisconsin
2397. Sun Prairie, City of, Wisconsin
2398. Superior, City of, Wisconsin
2399. Waukesha, City of, Wisconsin
2400. Wausau, City of, Wisconsin
2401. Wauwatosa, City of, Wisconsin
2402. West Allis, City of, Wisconsin
2403. West Bend, City of, Wisconsin
2404. Albany, County of, Wyoming
2405. Campbell, County of, Wyoming
2406. Fremont, County of, Wyoming
2407. Gillette, City of, Wyoming
2408. Laramie, City of, Wyoming
2409. Laramie, County of, Wyoming
2410. Natrona, County of, Wyoming
2411. Sheridan, County of, Wyoming

EXHIBIT X

Governor's Release of Opioid-Related Claims Pursuant to the Walmart Settlement Agreement

I, [NAME], Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory], hereby authorize Attorney General [NAME] to settle and release, to the maximum extent of my power as Governor, all Released Claims of (1) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, agencies, divisions, boards, commissions and instrumentalities with regulatory authority to enforce state and federal controlled substances acts and (2) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Alleged Harms and/or Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. The foregoing authorization is given in connection with Section X.G of that certain settlement agreement dated as of November [●], 2022 setting forth the terms of settlement between and among Walmart Inc., on the one hand, and certain Settling States and certain Participating Subdivisions on the other hand. This release is intended to be a "release from a State's Governor" as contemplated in such section. Capitalized terms used herein and defined in such settlement agreement have the meanings given to them in such settlement agreement.

_____

Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory]

Date: _____