



# The City of Morgantown

389 Spruce Street  
Morgantown, West Virginia 26505  
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www.morgantownwv.gov

## **AGENDA** **MORGANTOWN CITY COUNCIL** **REGULAR MEETING** **Morgantown City Council Chambers** **Tuesday, May 03, 2022 at 7:00 PM**

### **1. CALL TO ORDER:**

### **2. ROLL CALL:**

### **3. PLEDGE:**

### **4. APPROVAL OF MINUTES:**

**A.** April 19, 2022, Special Meeting Minutes

**B.** April 19, 2022, Regular Meeting Minutes

**C.** April 26, 2022, Special Meeting Minutes

**D.** April 26, 2022, Committee of the Whole Meeting Minutes

### **5. CORRESPONDENCE:**

**A.** Captain Ken Tennant Retirement Proclamation

**B.** International Rotary Day Proclamation

**C.** Law Enforcement Officers Memorial Day Proclamation

**D.** Infrastructure Week Proclamation

**E.** Municipal Clerks Proclamation

**F.** Morgantown Citizens Academy Graduation

### **6. PUBLIC HEARINGS:**

### **7. UNFINISHED BUSINESS:**

**A.** Boards & Commissions

- 8. PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION:**
- 9. SPECIAL COMMITTEE REPORTS:**
  - A. Civilian Police Review & Advisory Board - Mayor Selin, Ex-officio
  - B. Special Committee on Unsheltered Homelessness - Members: Mayor Selin, Deputy Mayor Trumble, Councilor Vega, Councilor Harshbarger, Councilor Butcher. Next scheduled meeting: May 19, 2022, 2pm via Zoom.
- 10. CONSENT AGENDA:**
- 11. NEW BUSINESS:**
  - A.** Consideration of **APPROVAL** of **(First Reading)** of **An Ordinance authorizing a Lease Agreement between The Historic Morgantown Post Office Building, Inc., and City of Morgantown** (*First reading 5/3/2022*)
  - B.** Consideration of **APPROVAL** of **amending the Morgantown Employee's Retirement and Benefit Fund Rules and Regulations**
  - C.** Consideration of **Acceptance of Opioid Litigation settlements entered by West Virginia Attorney General**
- 12. CITY MANAGER'S REPORT:**
- 13. REPORT FROM CITY CLERK:**
- 14. REPORT FROM CITY ATTORNEY:**
- 15. REPORT FROM COUNCIL MEMBERS:**
- 16. EXECUTIVE SESSION:**
  - A. Pursuant to West Virginia Code section 6-9A-4(b)(9) to discuss potential litigation
  - B. Pursuant to West Virginia Code section 6-9A-4(b)(9) to discuss real estate in the City of Morgantown
- 17. ADJOURNMENT:**

**For accommodations please call or text 304-288-7072**

# City of Morgantown

## SPECIAL MEETING April 19, 2022

**Special Meeting April 19, 2022:** The Special Meeting of the Common Council of the City of Morgantown was held in City Hall Council Chambers on Tuesday, April 19, 2022, at 6:08 p.m.

**PRESENT:** Mayor Jenny Selin, Council Members Joe Abu-Ghannam, Bill Kawecki, Ixya Vega, Dave Harshbarger and Brian Butcher. Deputy Mayor Danielle Trumble was absent.

The meeting was called to order by Mayor Selin.

**Executive Session:** Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss Personnel Matters in considering new appointments for Board and Commissions. Motion by Councilor Kawecki, second by Councilor Butcher, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:10 p.m.

### Sister Cities Commission

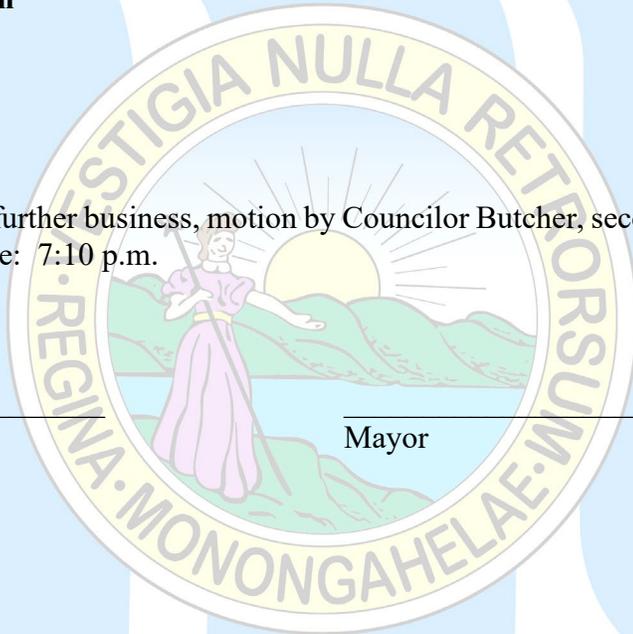
6:15 p.m. – George Lies

### ADJOURNMENT:

There being no further business, motion by Councilor Butcher, second by Councilor Vega, to adjourn the meeting. Time: 7:10 p.m.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



**City of Morgantown**  
389 Spruce Street, Morgantown, WV 26505

**MINUTES**  
**REGULAR MEETING**  
**April 19, 2022**

**Regular Meeting: April 19, 2022:** The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, April 19, 2022, at 7:19 pm.

**Present:** City Manager Kim Haws, Attorney Matthew Elshiaty, Mayor Jenny Selin, Deputy Mayor Danielle Trumble, and Council Members Joe Abu-Ghannam, Bill Kawecki, Ixya Vega, Dave Harshbarger and Brian Butcher. Assistant City Manager Emily Muzzarelli, City Clerk Christine Wade, and City Attorney Ryan Simonton were absent.

The meeting was called to order by Mayor Selin.

**Approval of Minutes:** Motion by Deputy Mayor Trumble, second by Councilor Kawecki, to approve, as printed, the April 5, 2022, Special Meeting minutes and Regular Meeting minutes, by acclamation.

**Correspondence:**

The item below was postponed to the next regular meeting, May 3, 2022.

Designate a day in April as Rotary International Day in celebration of the visit of Mr. Sekhar Meta, Rotary International President as requested by local Rotary President-elect Dr. V.K. Raju.

**Public Hearing:** None

**Unfinished Business:** None

**Boards & Commissions:**

Motion by Councilor Vega, second by Councilor Kawecki, to reappoint, by consensus, George Lies to the Sister Cities Commission for another 3-year term 7/1/2022 – 6/30/2025.

**Public Portion:**

Mayor Selin declared the Public Portion open.

Morgantown Fire Department Lieutenant Mitchell Beall, 20 Warrick Street, President of IAFF Local #313 of the Morgantown Fire Fighters, spoke regarding the benefits of all employees with the city. He shared that he has requested a meeting with the City Manager but has not received a response. He stated that he wants to work with the city. He mentioned the ARPA funds that the city has received stating that nothing has been given to the employees. He asked council to look at the workers and understand that city administration does not seem to want to collaborate with the employees. Lieutenant Beall asked for help from city council and stated that he would like to collaborate with them.

Rev. Zac Morton, 450 Spruce Street, Pastor of The First Presbyterian Church of Morgantown, handed out invitations by the Unsheltered Special Education Group to all council members to an event held at the Art Bar on Thursday, April 21, 2022. He conducted a Houseless Committee survey this past February and sent the results to all council members and wanted to give a brief description on how that went.

Morgantown Fire Department Fire Fighter Anthony Stake – Secretary-Treasurer of IAFF Local #313, added to what IAFF President Local #313 Mitchell Beall shared regarding the benefits changing and no pay increase to keep up with inflation. He stated that frustration is high, and morale is low for all city employees. He did mention that if there is not going to be a raise or COLA that there will be a drastic change in turnover, and that no one will want to work for the city.

Morgantown Fire Department Captain Gary Freshour, 1052 Laurelwood Drive, spoke regarding the holiday benefits and provided a brief overview of how and when his crew works, along with process for requesting all holidays off a year in advance. He encourages city council to take a hard look into the holiday issue that the Fire Department has.

There being no other individuals to speak, Mayor Selin declared the public portion closed.

**Special Committee Reports:**

**Civilian Police Review & Advisory Board** – Mayor Selin announced that applications are being accepted and that folks can visit the city’s website to apply or apply in person at the City Clerk’s office. Interviews are currently underway.

**Special Committee on Unsheltered Homelessness** – Members: Mayor Selin, Deputy Mayor Trumble, Councilor Vega, Councilor Harshbarger, and Councilor Butcher. The next meeting is May 19, 2022, at 2:00 p.m. by Zoom. Deputy Mayor Trumble received correspondence regarding transportation by the Friendship Room to continue the bus pass program year-round. She received a request from United Way asking for the city’s assistance for funding the bus route from downtown to the Hazel House of Hope. United Way indicated that they would be meeting at the end of the week to discuss funding. To buy rides as a group the cost is \$25,000 per year. United Way board would decide by the end of the week.

## **Consent Agenda:**

### **New Business:**

**Rates of Levy Laid by the City of Morgantown and approved by the State Auditor for the Fiscal Year beginning July 1, 2022, in accordance with Chapter 11 Article 8 of the West Virginia Code:** The Rates of Levy was presented for approval.

City Finance Director Kevin Tennant explained. Motion by Councilor Kawecki, second by Councilor Butcher, to approve the above-entitled Rate of Levy. Motion carried 7-0.

**A Resolution rescinding Resolution 2021-32 and providing that masks are no longer required for public meetings:** The above-entitled Resolution was presented for approval.

Motion by Councilor Harshbarger, second by Councilor Butcher, to approve the above-entitled Resolution. Motion carried 7-0.

**A Resolution authorizing requests for Congressionally Directed Spending:** The above-entitled Resolution was presented for approval.

City Manager Kim Haws explained. After discussion, motion by Councilor Butcher, second by Councilor Kawecki, to approve the above-entitled Resolution. Motion carried 7-0.

**City Manager’s Report:** he mentioned the Partnership Annual Event Dinner that took place on Thursday, April 17, 2022, and stated that it was a great turnout, very well planned, and was one of the best he had attended. He mentioned he and Mayor Selin took a trip out to Mylan Park to see the new 50,000 square foot addition that is being built.

**Report from City Clerk:** Deputy Clerk Heather Carl announced that the Morgantown Police Department and the Police Civil Service Commission are accepting applications for the June 11, 2022, testing date. To apply, they may visit the city’s website and apply by printing out the application or completing the application online. Those interested may also call the City Clerk’s office to have one emailed to them, or they may come in to get one. The deadline to apply is Monday, June 6, 2022, by 5pm. Deputy Clerk Carl also shared that those who do apply must first pay at 430 Spruce Street, 2<sup>nd</sup> floor, Finance Department, before turning in the application to the City Clerk’s office.

**Report from City Attorney:** Matthew Elshiaty mentioned that starting July 1, 2022, West Virginia is going to be having Intermediate Court which means some changes will be coming for West Virginia regarding City Court Appeals.

### **Report from Council Members:**

**Councilor Abu-Ghannam:** announced Happy Easter to those that celebrated. Happy Earth Day on Friday, April 22, 2022. First Ward Neighborhood Association Meeting will take place on Monday, April 25, 2022, at 6pm, at M-Tech with a special presentation by the Sister Cities Commission.

**Councilor Kawecki:** shared that as long as he has been on council that the feeling of council was to have staff and employees who felt that the city was the employer of choice, which is why they went to a 4-day work week, a higher minimum wage, and sought a consultant to come in and look at the employment practices. He stated that this is still his intentions on council and is sorry for the way things have been revealed. He believes that Administration’s intentions are good and that they are acting upon actions received from the consultants. He agrees there are things that need to be expressed and discussed with personnel, but the intentions are to approach the point of view that the city is the employer of choice. Councilor Kawecki stated that we should continue the conversation, create a dialogue, and keep the animosity to a minimum, sharing that if you have that dialogue, that solutions can be found.

**Councilor Ixya Vega:** announced a Rain Barrel Workshop on April 28, 2022, 6pm on learning how to preserve your rainwater. She also mentioned an event at the Creative Art Center on Saturday, April 23, 2022, at 7:30 pm. It is a musical event, “Considering Andrew Sheppard”. There will be resources for the LGBTQ Community. She thanked those that come in to speak on behalf of the Fire Department and employees. She hopes to be able to have a sit-down conversation to further discuss the issues and have a better understanding. She asked City Manager Kim Haws to check and provide an update on the sharps containers at the next regular meeting on May 3, 2022.

**Deputy Mayor Trumble:** attended earlier this evening during the Special Meeting a WVU Engagement Awards Banquet as a representative of the city. She and Councilor Kawecki attended a Main Street Morgantown meeting this morning. Main Street Morgantown members asked that she and Councilor Kawecki discuss completion of outdoor dining and lighting throughout downtown with the City Manager. She stated that applicants are needed for the Fifth Ward Traffic Commission open position, the Urban Landscape Commission, the Woodburn Commission, and BOPARC. The Woodburn Commission has a couple of events coming up soon. The Sign Fundraiser ends Friday, April 22, 2022, along with the Benefit Concert by Chris Haddox & Sugar Maple at 7pm and will most likely be held in her back yard. The Woodburn Commission will be meeting April 27, 2022, at Crosley’s for their monthly meeting. An invitation was handed out before the meeting, inviting council to the Litter League through the Mountain Clean-up Project that will be held from April 24 to June 6, 2022. This project is partnered with BOPARC, and it will be a team competition where BOPARC will host some events, and Downstream Strategies who will be providing prizes. If council would like to register or register a team, they should do this by Thursday, April 21, 2022, to be in the early bird prize drawing, or they may arrive and register on April 24, 2022.

**Councilor Harshbarger:** thanked those Fire Fighters who spoke. He stated that it is helpful to have this dialogue to hear from them. He mentioned the Partnership Annual Event Dinner that took place on Thursday, April 17, 2022, stating that it was a great turnout and he had fun. He also stated that it was nice to get out in that environment after a few years. He mentioned the clean-up that happened in Sabraton last weekend and stated that it was great to see all the trash bags collected along the road. He shared that the Handmade Market put on by the Mon River Trails Committee on the rail trail from the Marriott to Hazel Ruby McQuain Park Amphitheater will be Saturday, April 23, 2022, from noon – 5pm. He anticipates a lot of vendors and stated that it will be a great event. He also reminded everyone that the Rail Trail where the new Kayak Facility is being built will be closed April 21-22, 2022, for underground utilities to be installed. He mentioned the Hazel Ruby McQuain Amphitheater restrooms and asked if they were open. Mayor Selin advised that the restrooms opened around the first week or so of April.

**Councilor Butcher:** thanked the Fire Fighters who spoke and stated that it is hard to meet as a body with them because it would be an official meeting. He stated that an open line of communication is something that the Fire Fighters should expect from council. Councilor Butcher apologized to them and stated that this matter is not going unnoticed and that it is important to know that the city is the employer of choice. He attended the last Human Rights Commission meeting where Don Spencer was present as he is no longer going to be eligible to continue on the commission due to moving out of the city limits. He mentioned that today is the last day to register to vote for the primary election on May 10, 2022.

**Mayor Selin:** thanked Rev. Zac Morton for conducting the survey and the invitation to the event held at the Art Bar on Thursday, April 21, 2022, by the Unsheltered Special Education Group. She appreciated the Partnership Annual Event Dinner that took place on Thursday, April 17, 2022, and thanked those who worked to make it such a success. She mentioned that it is great to recognize those in our community who does a good job and provide services for our area. She had been in touch with the Director of Development Service Rickie Yeager, along with Director of Engineering Damian Davis, regarding the lighting downtown, and they stated that the first phase of the process has already started. No completion date has been set yet. She thanked the Fire Fighters for coming in to speak and stated that raises in line with inflation are very rare. Mayor Selin stated that she hopes that no one has been speaking rudely about the Fire Fighters or any other employee, and that sometimes when those who get mad or upset may say things they don’t mean at various times. She did mention that when speaking with the City Manager regarding administration and working with employees that there is hope and respect, and a plan for conversations. Council does not know the exact issues that the Fire Fighters are referencing, but she wants to start working with them so they can ask questions, get clarification, and work to move forward.

**Executive Session:** Pursuant to West Virginia Code 6-9A-4(2)(b)(12) to discuss potential or pending litigation. Motion by Deputy Mayor Trumble, second by Councilor Vega, to go into executive session. Motion carried by acclamation. Time: 9:18 p.m. Present: City Council, City Manager, City Attorney.

**Executive Session:** Pursuant to West Virginia Code 6-9A-4(2)(b)(9) to discuss real estate in the City of Morgantown.

**ADJOURNMENT:** There being no further business, motion by Councilor Vega, second by Deputy Mayor Trumble, to adjourn the meeting. Time: 9:21 p.m.

# City of Morgantown

## SPECIAL MEETING April 26, 2022

**Special Meeting April 26, 2022:** The Special Meeting of the Common Council of the City of Morgantown was held in City Hall Council Chambers on Tuesday, April 26, 2022, at 6:01 p.m.

**PRESENT:** Mayor Jenny Selin, Deputy Mayor Danielle Trumble, Council Members Joe Abu-Ghannam, Bill Kawecki, Ixya Vega, Dave Harshbarger and Brian Butcher.

The meeting was called to order by Mayor Selin.

**Executive Session:** Pursuant to West Virginia Code Section 6-9a-4(b)(2)(a) to discuss Personnel Matters in considering new appointments for Board and Commissions. Motion by Councilor Kawecki, second by Deputy Mayor Trumble, to go into executive session. Motion carried by acclamation. Present: City Council. Time: 6:03 p.m.

6:00 p.m. – Charles McEwuen – Parking Authority

6:15 p.m. – Alexandria Svolos – BOPARC – Cultural Arts Commission – Health & Wellness Commission – Human Rights Commission – Library Board of Directors

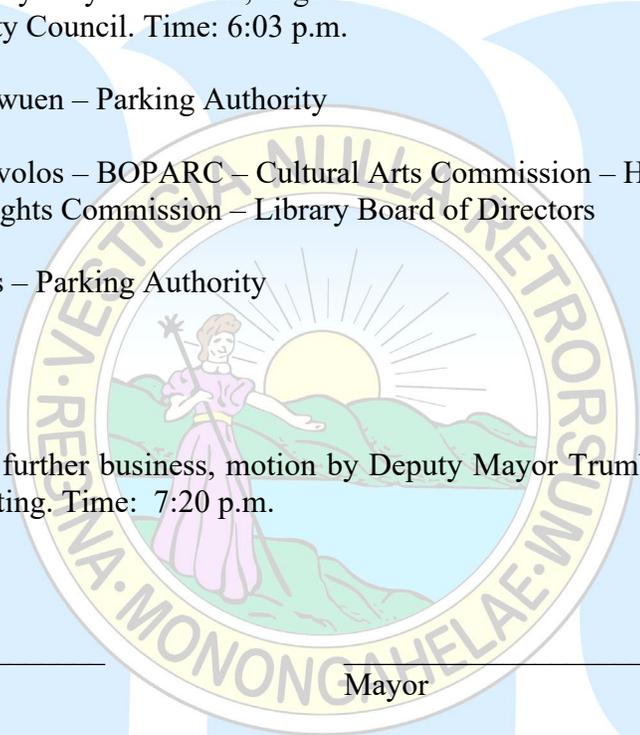
6:30 p.m. – Shane Mardis – Parking Authority

**ADJOURNMENT:**

There being no further business, motion by Deputy Mayor Trumble, second by Councilor Vega, to adjourn the meeting. Time: 7:20 p.m.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



*MINUTES*  
**COMMITTEE OF THE WHOLE MEETING**  
**April 26, 2022**

The Committee of the Whole Meeting of the Common Council of the City of Morgantown was held in City Council Chambers on Tuesday, April 26, 2022, at 7:28 p.m.

**PRESENT:** City Manager Kim Haws, Assistant City Manager Emily Muzzarelli, City Attorney Ryan Simonton, Mayor Jenny Selin, Deputy Mayor Danielle Trumble, and Council Members Joe Abu-Ghannam, Ixya Vega, Bill Kawecki, Dave Harshbarger, and Brian Butcher.

The meeting was called to order by Deputy Mayor Trumble.

**PRESENTATIONS:**

**A. Update on Arts and Culture - Vincent Kitch**

Arts & Cultural Director Vincent Kitch provided an update to council on the city's Arts & Cultural initiatives. He discussed the departments current and upcoming capital projects, programming, and public art efforts. He also provided an update on the Metropolitan Theatre, Morgantown History Museum and Hazel Ruby McQuain Park.

**B. 2022 WV GIS Conference Announcement and Invitation - Marvin Davis, GIS Analyst**

Morgantown GIS Analyst Marvin Davis provided council an update on the status of the 2022 West Virginia GIS Conference.

**C. The Historic Morgantown Post Office Building - Dr. Jane Cardi**

Dr. Jane Cardi provided council with an update on the efforts to renovate the Historic Morgantown Post Office building downtown.

**D. Morgantown Parking Authority Maintenance Shop and Break Area**

Morgantown Parking Authority Director Dana McKenzie presented the need for a Maintenance Shop and Break Area. The location being explored for this would be the corner of the University Avenue Parking Garage.

**E. Morgantown Area Partnership - Russ Rogerson - President Morgantown Area Partnership**

Morgantown Area Partnership President Russ Rogerson presented to council during the executive session.

**PUBLIC PORTION:**

Deputy Mayor Trumble opened the public portion and asked if there was anyone wishing to speak.

There being no one wishing to speak, Deputy Mayor Trumble closed the Public Portion.

## ITEMS FOR DISCUSSION:

### **A. An Ordinance authorizing a Lease Agreement between The Historic Morgantown Post Office Building, Inc., and the City of Morgantown**

Council discussed adding an ordinance to the next regular meeting agenda which would authorize a lease agreement between the Morgantown History Museum and the Historic Morgantown Post Office building, inc., for continued space for the museum.

After discussion, this item was moved to the May 3, 2022, Regular Meeting Agenda.

### **B. Morgantown Parking Authority Maintenance Shop and Break Area**

Council discussed the MPA's need for a Maintenance Shop and Break Area. The location being explored for this would be the corner of the University Avenue Parking Garage.

After discussion, this item will be brought back to the May 31, 2022, Committee of the Whole Meeting Agenda with more information.

### **C. Pension Fund rules and regulations**

Council discussed adding a proposed update to the city's pension rules and regulations. The updates provide a structure to appoint pension fund board members and establish a quorum to do business and award retirement pensions. Pension Fund board members are nominated by the City Manager, as required by state law, and all fund members have the opportunity to object to the appointment or allow the nominee to be seated. The city finance and payroll staff are directed to process benefits awarded by the fund.

After discussion, this item was moved to the May 3, 2022, Regular Meeting Agenda.

### **D. Discussion of Home Rule initiatives**

Due to Attorney Ryan Simonton absent, this item was moved to the May 31, 2022, Committee of the Whole Meeting Agenda.

**EXECUTIVE SESSION:** Pursuant to West Virginia Code section 6-9A-4(b)(12) to discuss pending or potential litigation. Motion by Councilor Vega, second by Mayor Selin, to go into executive session. Motion carried by acclamation. Time: 9:08 p.m. Present: City Council. City Manager, City Attorney.

## **ADJOURNMENT:**

There being no further business, motion by Councilor Abu-Ghannam, second by Councilor Butcher, to adjourn the meeting. Time: 10:06 p.m.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Ordinance No. 2022-\_\_

**AN ORDINANCE AUTHORIZING A LEASE WITH  
THE HISTORIC MORGANTOWN POST OFFICE BUILDING, INC.  
FOR THE MORGANTOWN HISTORY MUSEUM**

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached Real Estate Lease with The Historic Morgantown Post Office Building, Inc., as lessor, leasing space to operate the Morgantown History Museum, and such other and additional documents as necessary and helpful to accomplish the purposes of the lease.

This ordinance is effective upon adoption.

FIRST READING: \_\_\_\_\_

\_\_\_\_\_  
Mayor

SECOND READING: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

FILED: \_\_\_\_\_

## REAL ESTATE LEASE

THIS REAL ESTATE LEASE (this "Lease"), entered into on the \_\_\_\_ day of \_\_\_\_\_ 2022, to be effective as of the 1st day of July 2022 ("Effective Date"), by and between The Historic Morgantown Post Office Building, Inc., a West Virginia corporation, ("Landlord"), and The City of Morgantown, a municipal corporation of the State of West Virginia ("Tenant").

### W I T N E S S E T H:

WHEREAS, Landlord is the owner of that certain property in the City of Morgantown, Monongalia County, West Virginia, more particularly described in Exhibit A, attached hereto and incorporated herein (the "Real Estate"); and

WHEREAS, Tenant desires to lease certain portions of the Real Estate from Landlord on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the premises and the respective undertakings of the parties hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby covenant and agree as follows:

### ARTICLE 1 - DEFINITIONS

As used herein, the following terms and phrases shall have the meanings indicated:

1.1 "Demised Premises" shall mean certain Improvements on the Real Estate, as more particularly described on Exhibit B attached hereto and incorporated herein.

1.2 "Improvements" shall mean the buildings, structures, and improvements now on the Demised Premises, and all fixtures of every kind or nature situated thereon or pertaining thereto or used in connection therewith, excluding only the Personal Property. Landlord and Tenant agree, for themselves and all those claiming under or through them, that the Improvements are, and shall for all purposes constitute, real property.

1.3 "Personal Property" shall mean the trade fixtures and the inventory, furniture, furnishings, machines, and equipment owned by Tenant and now or hereafter located on or used in connection with the Demised Premises that are movable and not permanently attached to the Demised Premises, or any part thereof.

1.4 "Taxes" shall mean all taxes, assessments, excises, levies, license and permit fees and, without limitation, other governmental charges and costs of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever (including, but not limited to, assessments for streets, sidewalks, sewers, lights and other improvements and general and special state, county and city taxes), which were incurred during the term of this Lease with respect to the Demised Premises or the Improvements on the Demised Premises.

1.5 “Pre-Revitalization Period” shall mean the period of time beginning on the Effective Date and ending with the beginning of the Post-Revitalization Period.

1.6 “Post-Revitalization Period” shall mean the period of time beginning when the interior portions of the Demised Premises become usable after a period of rehabilitation, revitalization and construction, regardless of continuing construction in areas other than the interior portions of the Demised Premises, subject to the provisions of Section 10.4 of this Agreement, and continuing through the initial Term and/or any Renewal Term.

## ARTICLE 2 – DEMISE AND UTILITIES

2.1 Demise. Upon and subject to the terms and conditions set forth herein, Landlord hereby leases and grants a leasehold estate to Tenant in, and Tenant hereby leases from Landlord, the Demised Premises.

2.2 Utilities and Services. Beginning on the date that this Lease is executed by both parties and running through to the end of the term of this Lease, Tenant shall pay its proportionate percentage of the following utilities: electric, water, sewer, and gas services. Tenant’s proportionate percentage shall be determined by dividing Tenant’s useable area within the Demised Premises by the total useable area within the Real Estate. Tenant shall be solely responsible for paying for its own connection fees and monthly charges for telephone and other related communication services for the Demised Premises. Landlord shall be solely responsible for providing solid waste and recycling collection service for the Real Estate, which Tenant shall be permitted to use as a condition of this Lease.

2.3 Warranties by Landlord. Landlord warrants and represents to Tenant as follows:

(a) Authority. Landlord is a West Virginia corporation and qualified to transact business in the State of West Virginia. All requisite corporate consents necessary for Landlord to enter this Lease have been duly obtained and remain in full force and effect.

(b) Quiet Environment Warranty. Landlord and any successor in interest shall not disturb Tenant’s right to possess the Demised Premises during the term of this Lease so long as Tenant is not in Default of this Lease beyond any applicable notice and cure periods.

(c) Additional Warranties. Landlord represents, warrants, and covenants to Tenant that: (i) there are no defects in the state of title to the Real Estate that inhibit or may inhibit either: (A) the current or future use or development of the Real Estate; or (B) the use of the Demised Premises by Tenant for its permitted uses, and Landlord shall not execute any proposed instrument to be recorded against the Real Estate that creates any such defects; (ii) the Tenant’s permitted uses are in compliance with and do not conflict with and shall not conflict during the Term with any and all laws, rules, or regulations, or the certificate of occupancy for the Building; (iii) the existing improvements and the improvements to be constructed on the Real Estate are and will be sufficient and in compliance with all laws, rules, and regulations for Tenant’s permitted uses; (iv) the structural portions of the building are in good condition and working order, and are in compliance with all applicable laws, rules, and regulations including, but not limited to, the Americans with Disabilities Act; (v) the Real Estate is properly zoned for the permitted uses of the Demised Premises by Tenant; (vi) the Real Estate complies with local laws relating to loading and

parking requirements; and (vii) the work described as Revitalization, and any and all other improvements to the Real Estate, shall be completed in a good and workmanlike manner and in compliance with all applicable Laws and delivered to tenant in good condition and working order.

2.4 Warranties by Tenant. Tenant warrants and represents to Landlord as follows:

(a) Authority. Tenant is authorized and qualified to transact business in the State of West Virginia. All requisite consents necessary for Tenant to enter this Lease have been duly obtained and remain in full force and effect.

(b) Inspection and Condition of Demised Premises. Tenant has made a visual inspection of the Demised Premises and agrees that the Demised Premises are suitable for Tenant's purpose. At the commencement of the term, Tenant shall accept the Demised Premises in its existing condition and state of repair. Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Landlord with respect to the Demised Premises except as contained in the provisions of this Lease.

2.5 Remeasurement. At any time during the Term of this Lease, Tenant shall have the right to cause the rentable square footage of the Real Estate to be re-measured by an architect of its choice using Building Owners and Managers Association International (BOMA) standards. If such re-measurement results in a change of the rentable square footage of the Real Estate or the Demised Premises, the parties shall execute an amendment to this Lease reflecting such change, and all charges and other provisions under this Lease that are based on such square footage shall be modified accordingly. Any overpayments by Tenant shall be promptly refunded by Landlord, and any underpayments by Tenant shall be paid with the next accruing monthly rent payment.

2.6 Common Areas.

(a) Tenant shall have the non-exclusive right, at no additional charge to Tenant, to use any portions of the Real Estate that are designated by Landlord for the common use of tenants and others, including, without limitation, the hallways, entryways, stairs, vending area, elevators, driveways, sidewalks, loading areas, trash facilities, and all other areas and facilities of the Real Estate provided and designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant with other tenants and their respective employees, invitees, licensees or other visitors ("Common Areas"). During the Pre-Revitalization Period, Tenant shall continue to have access to five (5) parking spaces, including four (4) general parking spaces and one (1) accessible parking space for those with disabilities, to be used by Tenant's officers, employees, invitees, and licensees, in common with other tenants of the Real Estate. Tenant's access to parking during the Pre-Revitalization Period shall be limited or terminated, without reduction in rent, to the extent that the use of any parking space is reasonably needed or obstructed for or by construction efforts.

(b) Landlord shall keep, repair, operate, and maintain the Common Areas in good repair sufficient for Tenant's use consistent with the purposes of this Lease. In the event Tenant is prevented from effectively conducting its business as a result of: (i) any failure by Landlord to provide access to the Real Estate; or (ii) any disturbance or disruption of Tenant's operations as a result of any repairs, improvements, or modifications to or closure of the Real

Estate including the building thereon, the Demised Premises, or the Common Areas which continues for more than five (5) consecutive days, then Rent and all other charges and fees shall be proportionately abated on a per diem basis (based on the unusable area of the Demised Premises in proportion to the total area of the Demised Premises) until such interference is eliminated or the Premises are otherwise rendered tenantable again. Additionally, if such interference continues for a period of thirty (30) or more consecutive days, then Tenant shall have the right and option to cancel this Lease by giving written notice to Landlord within ten (10) days after the end of such 10-day period.

### ARTICLE 3 - TERM

3.1 Term. The initial Term for the Demised Premises shall be 42 months commencing on July 1, 2022 and continuing to and ending on December 31, 2025, subject to earlier termination as hereinafter set forth (the "Term").

3.2 Extension of Term. The initial Term may only be extended upon written agreement of Landlord and Tenant.

### ARTICLE 4 – RENT, TAXES AND DEPOSITS

#### 4.1 Rent.

(a) Pre-Revitalization Period. The annual rental rate (the "Rent") during the Pre-Revitalization Period shall be Thirty-Nine Thousand Three Hundred Sixty and 00/100 Dollars (\$39,360.00), calculated at \$10.00 per square foot. The Rent during the Pre-Revitalization Period shall be paid in equal monthly installments of Three Thousand Two Hundred Eighty and 00/100 Dollars (\$3,280.00) beginning July 1, 2022 and continuing the first (1st) of each consecutive calendar month thereafter.

(b) Post-Revitalization Period. The Rent during the Post-Revitalization Period shall be calculated on an annual basis at \$15.00 per square foot, and shall be paid in equal monthly installments.

4.2 Other. Tenant agrees to pay during the term hereof: (a) all costs and expenses relating to normal repairs and maintenance of the Demised Premises; (b) all utility costs for the Demised Premises as provided in Section 2.2; and (c) all costs of insurance as provided in Section 8.1(a). It is further agreed that Tenant shall pay for its own trash removal, janitorial services, and miscellaneous supplies for the Demised Premises such as light bulbs, cleaning supplies, and other related items.

### ARTICLE 5 - USE, COMPLIANCE AND MANAGEMENT

#### 5.1 Use.

(a) Tenant may use and occupy the Demised Premises for all activities related to the operation of a business office and a museum open to the public, including regular entry by

members of the public and the hosting of events and other gatherings. Tenant shall comply with all laws, ordinances and regulations applicable to the use and occupancy of the Demised Premises.

(b) Tenant shall not use, improve, occupy or permit or suffer the use, improvement or occupancy of the Demised Premises, or any part thereof, or keep or allow to be kept any products, materials, machinery, equipment, substance or other thing in any manner which would be a violation of any current state or federal law.

5.2 Improvements. Subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, Tenant may make reasonable and desirable interior changes, improvements, alterations or additions to the Demised Premises. Tenant shall be solely responsible for the cost of any interior changes, improvements, alterations or additions to the Demised Premises approved under this Section. Any Improvements constructed by Tenant under the provisions hereof shall become the property of Landlord at the expiration or termination of the term of this Lease.

5.3 Signage. Landlord shall provide a directory of tenants in the entrance lobby area of the Building and a floor directory of tenants on each of the floors (if applicable), which shall include Tenant's name, or, at Tenant's election, "Morgantown History Museum."

(a) Landlord shall order and install door signage acceptable to Tenant in its reasonable discretion bearing Tenant's name, or, at Tenant's election, "Morgantown History Museum"; except that Tenant may install its own door signage graphics subject to Landlord's prior review and approval, not to be unreasonably withheld.

(b) Tenant shall have the right to install (1) an identification sign on the exterior of the Building and on any monument signage associated with the Building that is used for tenant identification, subject to Landlord's prior review and approval, not to be unreasonably withheld; and (2) directional signage to the Premises from any parking areas.

(c) Landlord shall have the right to temporarily remove any sign in order to paint, or to make repairs, alterations, or improvements in or upon the Building or Premises, at its expense, and shall thereafter reaffix same, at its expense.

## ARTICLE 6 – REPAIR, MAINTENANCE AND LIENS

6.1 Maintenance. Tenant shall, at its own cost and expense, keep the Demised Premises in good repair and condition. Upon the expiration of the initial Term or any Renewal Term, as applicable, Tenant shall peacefully and quietly leave, surrender and yield up unto Landlord the Premises in such state of repair as is required herein except for reasonable wear and tear.

6.2 Landlord's Obligation. Landlord shall not be required to make any capital improvements solely for the convenience of Tenant. Landlord shall, at its own cost and expense, keep the Real Estate in good repair and condition, excluding any repairs and maintenance which are the responsibility of Tenant pursuant to Section 6.1.

6.3 Liens. Tenant shall keep the Demised Premises free of liens caused by Tenant or Tenant's agents or contractors, including the failure to pay for labor or materials supplied to the Demised Premises.

#### ARTICLE 7 - INDEMNIFICATION & HOLD HARMLESS

7.1 Indemnification & Hold Harmless for Landlord. To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless Landlord, its employees, officers, directors, and shareholders from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage, arising out of or connected with (i) the negligent acts or omissions by, or the fault of, Tenant, its subcontractors, its employees and invited guests, or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable, or (ii) Tenant's use and occupancy of the Demised Premises or any breach or default by Tenant in performance of its obligations under this Lease; provided that such claims, demands and causes of action are not caused by the negligence, intentional act or breach of contractual duty of or by Landlord.

7.2 Allocation of Risk. Each party shall name the other as an additional insured on its policy/ies of insurance covering the Real Estate, including Demised Premises and Common Areas, as applicable. Each party shall be responsible for claims, damages, losses and expenses to the extent they result from the action or inaction of the party or its licensees, invitees, agents, employees, or officers, and the responsible party's policy/ies of insurance shall provide the primary coverage for such claims, damages, losses and expenses.

#### ARTICLE 8 – INSURANCE

##### 8.1 Required Coverage.

(a) Tenant Provided Insurance. Tenant, at its sole expense, shall maintain or cause to be maintained the following insurance:

(1) Public Liability Insurance. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Demised Premises, or adjacent entrances, or any work, matters or things under or in connection with or related to this Lease, with personal injury, death and property damage combined single limit liability of not less than \$1,000,000 for each accident or occurrence.

(2) Mandatory Insurance. Workers compensation and all other insurance, if any, of whatever description and in such amounts as may be required by any ordinance, law or governmental regulation to be carried or maintained by Tenant.

(b) Landlord Provided Insurance. Landlord shall maintain or cause to be maintained the following insurance:

(1) All Risk Insurance. "All risk" insurance covering all risks of physical loss or damage to the Demised Premises with liability limits of not less than the full insurable value of the same (with a reasonable allowance for depreciation). Such policy shall be

broad form and shall include, but shall not be limited to, coverage for fire, wind, and extended coverage.

(2) Public Liability Insurance. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Demised Premises, or adjacent entrances, or any work, matters or things under or in connection with or related to this Lease, with personal injury, death and property damage combined single limit liability of not less than \$1,000,000 for each accident or occurrence.

8.2 General Requirements. The policies of insurance to be maintained by Tenant or Landlord under the provisions of this Lease shall be issued by responsible insurance carriers of recognized responsibility, licensed to do business in the State of West Virginia, and shall provide the following:

(a) Named Insured. All policies (other than policies for workers compensation insurance) shall name as the insureds, Landlord and Tenant, as their respective interests may appear.

(b) Required Provisions. All policies shall contain: (1) the agreement of the insurer to give Landlord and Tenant at least 30 days' notice prior to cancellation of or material change in said policies, or any of them; (2) a waiver of subrogation rights against Landlord and Tenant; (3) an agreement that such policies are primary and noncontributing with any other insurance that may be carried by Landlord or Tenant, as applicable; and (4) a statement that the insurance shall not be invalidated should any insured waive in writing prior to a loss any or all right of recovery against any party for loss accruing to the property described in the insurance policy.

8.3 Deductibles. Any insurance policies obtained hereunder by any Insurance Provider may contain such deductibles as such Insurance Provider, in its reasonable business judgment, may deem appropriate.

## ARTICLE 9 - MORTGAGES, ASSIGNMENTS AND SUBLEASES

### 9.1 Permitted Transfers.

(a) Landlord shall have the right to sell, assign, transfer, encumber or hypothecate its interest in the Demised Premises or in this Lease any time it wishes to do so without the need to notify Tenant nor to obtain Tenant's permission, except for any such transfer that would create a default under this Lease.

(b) Tenant shall have the right to sell, assign, transfer, encumber or hypothecate its interest in the Demised Premises or in this Lease (collectively referred to as a "Transfer") upon receipt of the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

9.2 Sublease by Tenant. Tenant may not enter into subleases affecting all or any portion of the Demised Premises without written consent from Landlord; provided, however, that any tenant of the Real Estate may sublet any portion of the demised premises possessed by that

tenant to another tenant while both tenants have leases in effect, without written consent from Landlord.

#### ARTICLE 10 – DEFAULT AND TERMINATION PROVISIONS

10.1 Events of Default by Tenant. Each of the following events shall be deemed a default and breach of this Lease by Tenant (“Tenant Default”):

(a) The filing by Tenant of a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Tenant’s seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant’s interest in the Demised Premises or the making by Tenant of any general assignment for the benefit of creditors, or the admission in writing by Tenant of its inability to pay its debts generally as they become due;

(b) The filing of a petition against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant’s interest in the Demised Premises, unless such petition shall be dismissed within thirty (30) days after Tenant actually learns of such filing; or if the Demised Premises or Tenant’s effects or interest therein should be levied upon or attached under process against Tenant, and such levy or attachment is not satisfied or dissolved within one thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction or dissolution thereof;

(c) Tenant fails to pay any Rent or any other charges payable by Tenant hereunder within thirty (30) days of the due date.

10.2 Default Remedies. In the event of a default by Tenant that is not cured within thirty (30) days of delivery of notice of the default to Tenant by Landlord, or, if the nature of Tenant’s obligation is such that more than thirty (30) days are required for its performance, if Tenants fails to commence such performance within such thirty (30)-day period and thereafter diligently pursue the same to completion, provided such cure shall be completed within a total of ninety (90) days, Landlord shall have the following remedies:

(a) Termination. Landlord may terminate this Lease by giving Tenant a thirty (30) day written notice of termination specifying the date of termination. Termination by Landlord hereunder shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant.

(b) Payment of Expenses. Tenant shall pay to Landlord, on demand, such reasonable expenses as Landlord may incur, including, without limitation, court costs and reasonable attorneys’ fees and disbursements, in enforcing the performance of any obligation of defaulting party.

(c) Relet. If Landlord repossesses the Demised Premises upon any Tenant Default, then Landlord shall make commercially reasonable efforts to relet the Demised Premises for such rent and upon such terms as are acceptable to Landlord, and if a sufficient sum shall not be thus realized after paying the expense of such reletting to satisfy the rent herein reserved, then Tenant agrees to satisfy and pay any such deficiency. Further, in such event, Landlord may then or thereafter re-enter and take complete and peaceful possession of the Demised Premises, and Tenant covenants to peacefully and quietly yield up and surrender the Demised Premises to Landlord.

10.3. Landlord's Default. Notwithstanding anything to the contrary set forth in this Lease, Landlord shall be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease if Landlord fails to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall commence such performance within such thirty (30)-day period and thereafter diligently pursues the same to completion, provided such cure shall be completed within a total of ninety (90) days. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity. Tenant shall further have the right to cure such default and, if such default involves the expenditure of money, Tenant shall have the right to deduct the cost thereof together with an administrative fee of ten percent (10%) from the Rent due or accruing hereunder. Any award from a court or arbitrator in favor of Tenant requiring payment by Landlord which is not paid by Landlord within the time period directed by such award, may be offset by Tenant from Rent next due and payable under this Lease. In addition to any other remedies under this Lease or at law, if Landlord fails to cure a default as set forth in this section, Tenant may terminate this Lease by giving Landlord a thirty (30) day written notice of termination specifying the date of termination. Termination by Tenant hereunder shall not relieve Landlord from the performance of any obligation under this Lease or from any claim for damages previously accrued or then accruing against Landlord.

10.4. Termination option of Tenant. In addition to any and all other rights of Tenant, Tenant shall have the opportunity to terminate the lease prior to the beginning of the Post-Revitalization Period as described in this section. Landlord shall notify Tenant at least sixty (60) days prior to the beginning of the Post-Revitalization Period, in writing, stating the proposed beginning date of the Post-Revitalization Period and offering Tenant an opportunity to inspect the Premises prior to resuming occupancy. Tenant shall have the opportunity to inspect the Premises and to evaluate the suitability of the renovations for its operational purposes and needs, considering the increased rental rate following the Pre-Revitalization Period. Within sixty (60) days of Landlord's notice of the anticipated beginning of the Post-Revitalization Period, Tenant may exercise its option in its sole discretion to terminate the lease by providing written notice of the election and the effective date of the termination to Landlord. Tenant shall not be in breach of this Agreement nor subject to any other fee or penalty for exercising its termination right under this section. Rents, costs, and fees, if any, owed to the parties shall be prorated as of the designated termination date if Tenant elects termination of the lease under this section.

#### ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 Notices. Any notice, consent, approval, demand, request or document which either party is required or desires to give or deliver to or make upon the other hereunder shall be in writing and shall be personally delivered or sent by United States registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

To Landlord: Michael Cardi, Esq.  
Bowles Rice LLP  
125 Granville Square, Suite 400  
Morgantown, West Virginia 26501

To Tenant: The City of Morgantown  
c/o Finance Director  
389 Spruce Street  
Morgantown, WV 26505

11.2 Brokers. Landlord and Tenant both represent and warrant that no broker or finder has been engaged by it in connection with any of the transactions contemplated by this Lease.

11.3 No Waiver. No waiver by either party hereto of any term, covenant or condition of this Lease shall be deemed to have been made unless expressed in writing and signed by such part.

11.4. Fiscal Year Funding. Performance under the agreement shall be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by Morgantown City Council or otherwise being available for this agreement. If funds are not appropriated or otherwise available for this agreement, the agreement shall terminate without penalty on the last day of the fiscal year during which the agreement was funded, or as of the date of the lapse of appropriations, whichever occurs earlier. City agrees to use its best efforts to have the amounts contemplated under the agreement appropriated for the obligations provided in the agreement. Non-appropriation or non-funding shall not be considered an event of default.

11.5. Nondiscrimination. The City requires that all parties conducting business within the City, and with which the City enters contracts, abide by its Nondiscrimination Ordinance, as codified at Article 153 of the Codified Ordinances of the City. Landlord shall not discriminate with regard to race, religion, color, national origin, ancestry, sex, age, blindness, disability, sexual orientation, gender identity, familiar status, or veteran status in the performance of its duties, and Landlord shall obligate its agents, subcontractors, and all other related parties performing work or services for the City to comply with this policy and the Nondiscrimination Ordinance.

## ARTICLE 12 – CASUALTY AND CONDEMNATION

### 12.1 Casualty.

(a) If the Premises shall be partially or totally damaged or destroyed by fire or other casualty, the Rent payable hereunder shall be abated to the extent that the Premises shall have been rendered untenable and for the period from the date of such damage or destruction to the date it is rendered tenantable. Should Tenant reoccupy a portion of the Premises during the

period any restoration work is taking place and prior to the date same is made completely tenantable, Rent allocable to such portion shall be payable by Tenant from the date of such occupancy.

(b) If the Building or the Premises shall be damaged or destroyed by fire or other casualty (whether or not the Premises are damaged or destroyed) so as to require (determined in the Landlord's reasonable discretion) an expenditure by Landlord of more than fifty percent (50%) of the full insurable value of the Building or if the Premises are completely destroyed or so badly damaged that, in Landlord's reasonable opinion, repairs to the Premises cannot be commenced within thirty (30) days or completed within one hundred eighty (180) days from the date of the damage or destruction, then in either such case, Landlord may terminate this Lease by giving Tenant written notice within thirty (30) days after the date of the casualty, specifying the date of termination of this Lease; provided that Landlord shall not terminate the Lease unless Landlord also terminates all the other leases within the Building. In such event, Tenant shall forthwith quit, surrender and vacate the premises. In the event of termination, the Rent payable hereunder shall be abated from the date of damage or destruction.

(c) If all or any portion of the Premises are damaged by fire or other casualty and if Landlord has not elected to terminate this Lease, Landlord shall, within one hundred eighty (180) days after such occurrence, repair or rebuild the Premises or such portion to its condition immediately prior to the Lease Commencement Date. Tenant may terminate this Lease by giving written notice to Landlord, if Landlord has not commenced the required repairs thirty (30) days or has not restored and/or rebuilt the Premises as herein provided within one hundred eighty (180) days from the date of such damage or destruction.

## 12.2. Condemnation.

(a) As used herein, the following words have the following meanings:

(i) "Taking" shall mean the deprivation of or damage to the Premises, the Building or the Real Estate or any portion thereof, as the result of the exercise by a governmental authority of any power of eminent domain, condemnation, or purchase under threat thereof.

(ii) "Taking Date" shall mean with respect to any Taking, the date on which the condemning authority shall have the right to possession of the Premises, the Building or the Real Estate or any portion thereof.

(iii) "Award" shall mean the award for, or proceeds of, any Taking, less all expenses in connection therewith, including reasonable attorneys' fees.

(b) In the event of a Taking of the whole or a substantial part of the Building, other than a Taking for a temporary use, then as of the Taking Date, this Lease shall immediately cease and terminate, and the Rent payable hereunder shall be adjusted as of the Taking Date and Tenant shall have no claim for the value of the unexpired term hereof or to any part of the Award or any claim against Landlord relating to the Taking, except as provided in Section 12.2(g) hereof.

(c) In the event of a Taking of all or any part of the Premises, either Landlord or Tenant shall have the right to terminate this Lease with written notice thereof to the other party within thirty (30) days after the condemnation acquisition. Landlord shall be entitled to the Award and Tenant shall have no claim for the value of the unexpired term of this Lease or to any part of the Award or have any claim against Landlord relating to the Taking, except as provided in Section 12.2(g) hereof.

(d) In the event of a Taking of all of the Premises or such portion thereof as shall substantially and materially impede or impair Tenant's use and occupancy of the Premises (including a material loss of access), as reasonably determined by Tenant, then Tenant shall have the right to terminate this Lease as of the Taking Date and Landlord shall be entitled to the Award and Tenant shall have no claim for the value of the unexpired term of this Lease or to any part of the Award or have any claim against Landlord relating to the Taking, except as provided in Section 12.2(g) hereof.

(e) In the event of a Taking of less than all of the Premises and neither party shall elect to terminate this Lease the Rent payable hereunder shall be reduced in proportion to the ratio that the rentable square footage of the Premises so taken bears to the total rentable square footage of the Premises prior to the Taking. Landlord shall make such repairs and alterations as may be necessary to make the part not taken usable, at Landlord's cost and expense.

(f) If there is a Taking of the Premises for temporary use, this Lease shall continue in full force and effect, and Tenant shall continue to comply with all the provisions hereof, except as such compliance shall be rendered impossible or impracticable by reason of such Taking. Rent shall be abated during the course of such Taking to the extent and for the period of time that the Premises, or a portion thereof, shall have been rendered untenable.

(g) All Awards shall belong to Landlord without any participation by Tenant. Tenant hereby assigns to Landlord any share of any Award which may be granted to Tenant, except Tenant shall be entitled to make a separate claim with regard to the unamortized cost of any leasehold improvements paid for by Tenant, interruption of Tenant's business, depreciation of Tenant's goods and trade fixtures, and Tenant's moving and relocation expenses, provided same does not diminish Landlord's Award. If a direct payment is not allowed by applicable local law, Landlord shall pay Tenant: (i) the portion of the Landlord's Award that is attributable to the value of Tenant's interest and business, as determined by the condemning authority; and (ii) an amount equal to the unamortized portion of any expenditures by Tenant for its improvements or Alterations to the Premises plus its moving and relocation expenses.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

**LANDLORD:**

The Historic Morgantown Post Office Building, Inc.,  
a West Virginia corporation

By: \_\_\_\_\_

Name: Jane S. Cardi

Its: President

**TENANT:**

The City of Morgantown, a West Virginia  
municipality

By: \_\_\_\_\_

Name: A. Kim Haws

Its: City Manager

**EXHIBIT A**  
**TO**  
**COMMERCIAL REAL ESTATE LEASE**

Legal Description of the Real Estate

**OLD POST OFFICE BUILDING, PARCEL 1:**

BEGINNING at a P.K. Nail at the intersection of the western right-of-way line of High Street and the northern right-of-way line of Kirk Street; thence along Kirk Street N. 56° 40' W. 79.17 feet to an "X" in the concrete sidewalk; thence by Grantors herein and along the wall separating the Original Post Office and the Addition, N. 33° 33' E. 20.27 feet to a point; thence by the same S. 56° 40' E. 0.75 feet to a point; thence by the same 33° 33' E. 45.00 feet to a point; thence by the same N. 56° 40' W. 0.75 feet to a point; thence by the same N. 33° 33' E. 26.73 feet to a railroad spike; thence by Grantors herein S. 56° 40' E. 79.17 feet to an "X" in the concrete sidewalk the western right-of-way line of High Street; thence along High Street, S. 33° 33' W. 92.00 feet to the place of beginning, containing 7249 square feet, as more particularly shown on the plat of survey made by Fayette Engineering Company of Morgantown, West Virginia, and dated the 22nd day of May, 1976, and recorded as an Exhibit to that certain Deed recorded in Deed Book No. 776 at Page No. 250, which said map or plat is incorporated herein by reference for descriptive and all other pertinent purposes.

**OLD POST OFFICE BUILDING PARCEL 2:**

All of the grantors' right, title, interest and claim in and to the sidewalks on High Street and Kirk Street to the extent that the same abut Parcel A herein conveyed.

**EASEMENT 1:**

That certain right-of-way or easement not exceeding eight (8) feet in width adjacent to and abutting the northeast boundary of the property hereby conveyed, and also a right-of-way or easement over the area marked and designated as steps on the said plat adjacent to the rear of the property hereby conveyed for the purpose of ingress, egress and regress to and from the building, together with the right to build a pedestrian ramp on said right of way or easement first above mentioned, the design of which shall be subject to the approval of the Grantors, which approval shall not be unreasonably withheld. The elevation of the ramp shall not exceed the elevation of the existing main floor of the building hereby conveyed. The said

ramp is to be used jointly by the Grantors and the Grantee.

**EASEMENT 2:**

That certain right-of-way over the remainder of the tract of which this is a part for the purpose of connecting and running utility lines to the property herein conveyed.

**RESERVATION 1:**

There is excepted and reserved from this conveyance a right-of-way over the property hereby conveyed for the purpose of running utility lines across the same to the other property of the Grantors herein.

Being the same real estate conveyed to the Monongalia County Arts Center Association, Inc., by Deed dated June 11, 1976, and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 776, Page 250, and by Quitclaim Deed dated September 23, 2006, and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1331, Page 516.

**ANNEX:**

Part of Lots No. 30 and 31 in the Third Ward of the City of Morgantown, Monongalia County, West Virginia.

Being the same real estate conveyed to Greater Morgantown Community Trust, Inc., by Deed dated September 23, 2006, and recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1331, Page 506.

**EXHIBIT B**  
**TO**  
**COMMERCIAL REAL ESTATE LEASE**

Description of the Demised Premises

The Demised Premises are located at 107 High Street, Morgantown, West Virginia 26505, in what is commonly referred to as the “MAC Building.” During the Pre-Revitalization Period, the Demised Premises includes only the portion of the Basement of the MAC Building occupied by Tenant as of the Effective Date, with the common address of 175 Kirk Street, Morgantown, West Virginia 26505, which is approximately 3,936 square feet of commercial space, and which may be modified in space and in square footage for and during the Post-Revitalization Period.

Morgantown Employees' Retirement and Benefit Fund  
Rules and Regulations

1. Scope and application. These Rules and Regulations (the “**Rules**”) govern the administration of the Morgantown Employees' Retirement and Benefit Fund (the “**Fund**”) authorized by *W. Va. Code* §§ 8-22-2 through -15 (the “**Pension Act**”) and established by an ordinance enacted by Morgantown City Council on July 7, 1987, entitled “An ordinance amending an ordinance at the second reading thereof entitled ‘An ordinance amending an ordinance repealing, amending and re-enacting an ordinance adopted January 10, 1956, and likewise repealing, amending and re-enacting an ordinance adopted March 1, 1960, entitled ‘An ordinance amending an ordinance of the Council of The City of Morgantown establishing and providing for the maintenance of an employees' retirement and benefit fund in accordance with the provisions of Chapter 8, Article 15, of the Code of West Virginia, 1955, as amended.’, to effectuate the provisions of Chapter 8, Article 22, of the Code of West Virginia.” (the “**Establishing Ordinance**”). The members of the Fund, and the Board of Trustees of the Fund, shall follow these Rules in the performance of their duties with respect to the Fund. These Rules will be administered by the City Manager, and any question as to application or interpretation of the Rules will be decided by the City Manager. These Rules are adopted consistent with the authority of the City Council pursuant to *W. Va. Code* § 8-22-4 to make any and all rules and regulations pertaining to the Fund not inconsistent with the provisions of *W. Va. Code* § 8-22-2 through -15, or with the Constitution and laws of the State of West Virginia.

2. Definitions. Terms used in these Rules, unless specifically defined otherwise in the Rules, have the meanings supplied in the Pension Act and the Establishing Ordinance.

3. Appointment of the Board of Trustees. Appointments to the Board of Trustees (the “**Board**”) are made by the City Manager with the consent of a majority of the members of the Fund. When a vacancy on the Board exists or is anticipated, the City Manager will notify the members of the Fund of the nominee for the vacancy either by electronic mail to the member's work electronic mail address, by notification through an intranet or similar system to which employees have access, by posting notice in a publicly-accessible place at City Hall, or by any combination of these methods. The notice shall be dated and shall identify the nominee by name and employment position. Any member of the Fund may notify the City Manager that they do not consent to the nomination by delivering written notice to the City Clerk within seven days of the notice of nomination. The member notification must include the member's name, department, and reason for declining consent. If, after the notice period, the City Clerk has not received notice from a majority of the members of the Fund that they do not consent to the nomination, the nominee will become a member of the Board as of that date or as of the date the vacancy will occur, whichever is later.

4. Membership of the Board. Members of the Fund include employees of The City of Morgantown, Morgantown Utility Board, and Morgantown Parking Authority (“**Member Entities**”). The Board consists of four appointed positions in addition to the City Manager. No more than two employees of any one of the Member Entities may hold any of the appointed board positions at any time.

5. Conduct of Business by the Board. The Board will meet at a regular place and time each month to ensure the efficient conduct of business and timely consideration of applications for pension benefits, such place and time to be determined by the Board. The Board may meet at such

other times as determined appropriate consistent with the procedures in *W. Va. Code* § 8-22-4. The meetings of the Board will be held consistent with the West Virginia Open Governmental Proceedings Act, *W. Va. Code* § 29B-1-1 *et seq.*, and any policies of The City of Morgantown governing public meetings of the Board. A quorum for the conduct of business shall be a majority of the members of the Board then in office, and the Board may take action by majority vote of all members of the Board then in office.

6. Payment of benefits. Benefits payable from the Fund pursuant to an award authorized by the Board, or as otherwise required by law, will be delivered by the City Finance Department or payroll manager, from the account(s) they may establish for such purposes, in accordance with their established practices and procedures, which may include requiring delivery of payments by direct deposit to a recipient’s bank account, in accordance with information provided by the recipient, or by deposit to a pay card.

Adopted this \_\_\_ day of \_\_\_\_\_, 2022

The Common Council of The City of Morgantown, West Virginia

\_\_\_\_\_  
By: Jenny Selin  
Its: Mayor

Attest:

\_\_\_\_\_  
Christine Wade  
City Clerk

PATRICK MORRISEY  
ATTORNEY GENERAL

PHYSICAL ADDRESS:  
1900 Kanawha Blvd., East  
State Capitol Complex  
Building 6, Suite 401  
Charleston, WV 25305

MAILING ADDRESS:  
P.O. Box 1789  
Charleston, WV 25326-1789

E-Mail: [consumer@wvago.gov](mailto:consumer@wvago.gov)  
<http://www.wvago.gov>



STATE OF WEST VIRGINIA  
OFFICE OF THE ATTORNEY GENERAL

Consumer Protection  
and Antitrust Division  
(304) 558-8986  
Consumer Hotline  
1-800-368-8808  
Preneed Funeral Services  
(304) 558-8986  
Senior Protection Hotline  
(304) 558-1155  
Fax: (304) 558-0184

Dear Mayor/County Commissioner:

West Virginia has been the epicenter of a national opioid crisis that has ravaged communities and families for over two decades. Numerous lawsuits have been filed by our local communities and by my office against companies in the opioid supply pipeline. I commend our community leaders for taking an active role in seeking to hold these companies accountable for creating this epidemic.

As I am sure you are aware, earlier this year, my office and numerous cities and counties announced the West Virginia First Memorandum of Understanding ("MOU"), which sets out how opioid settlement and judgment dollars from an opioid supply chain participant, like Endo, will be allocated among the State and its communities. Under the MOU, funds are split between abatement, cities and counties, and the State. The MOU creates a non-profit, non-stock foundation to fund opioid abatement statewide, including in your region. The foundation will be led by talented, experienced health care professionals who will consider the needs of communities all across the state. I am confident that the foundation's work, combined with direct payments to our local governments, will have a meaningful impact on abating the opioid epidemic in West Virginia. I ask that your community support the plan by electing to participate in the MOU. A copy of the MOU is attached for your review, along with a signature page. Our records do not show your local government as represented by counsel relating to opioid litigation; if that information is not correct, please provide this information to your counsel.

More recently, my office announced a \$26 million statewide settlement with opioid manufacturers Endo Health Solutions and Par Pharmaceuticals ("Endo Settlement"). The Endo Settlement is a major milestone for West Virginia and will provide much-needed abatement dollars to communities throughout the state. We now ask for your assistance in finalizing this historic settlement through execution of an election and release form.

Under the settlement, participating local governments who execute an election and release form are eligible for direct payments from the amount set aside for remediation, which is \$23,920,000.00. For the Endo Settlement, 72.5% goes to the West Virginia First Abatement Fund and 24.5%, or \$5,860,400, goes to local governments.

Attached you will find a copy of the Endo Settlement and its exhibits, including a West Virginia Local Government Election and Release form. In order to ensure that your community receives the maximum benefit under the Endo Settlement, **please have your council/commission vote on the MOU and the Endo settlement terms and, if your community supports these agreements, please return the executed MOU signature page and the West Virginia Local Government Election and Release Form to my office no later than June 1, 2022** using the following address:

Via mail or email to:

Attn: Paula Price  
Office of the West Virginia Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
[Paula.J.Price@wvago.gov](mailto:Paula.J.Price@wvago.gov)

If you have questions, please contact Ann Haight or Vaughn Sizemore at our Consumer Protection Division, 304-558-8986.



Sincerely  
Patrick Morrissey  
Attorney General

**WEST VIRGINIA FIRST  
MEMORANDUM OF UNDERSTANDING**

The City, Town or Village of \_\_\_\_\_, having considered the terms of the West Virginia First Memorandum of Understanding (MOU) and having voted in the affirmative, hereby approve the MOU. We understand that the purpose of this MOU is to permit collaboration between the State of West Virginia and its political subdivisions to create an effective means of allocation of judgments and/or settlements received from pharmaceutical supply chain participants in a manner that will promote an effective and meaningful use of the funds in abating the opioid epidemic throughout West Virginia.

\_\_\_\_\_  
Mayor (signature)

\_\_\_\_\_  
Mayor (printed)

On behalf of the \_\_\_\_\_ City/Town/Village Council

DATE: \_\_\_\_\_

**WEST VIRGINIA LOCAL GOVERNMENT**  
**ELECTION AND RELEASE FORM**

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par West Virginia State-Wide Opioid Settlement Agreement executed on March 30, 2022 (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 19-C-9000, in the Circuit Court of Kanawha County, West Virginia (the "Court"). To the extent the Participating Local Government has asserted Claims against Endo/Par in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government's Action through the submission of the Consent Judgment as contemplated in the Agreement. If the Participating Local Government's Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to Endo/Par and any other Released Entities within seven (7) business days of the Effective Date.

Dated: \_\_\_\_\_

\_\_\_\_\_  
LOCAL GOVERNMENT

BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

## WEST VIRGINIA FIRST MEMORANDUM OF UNDERSTANDING

### General Principles

Whereas, the people of the State of West Virginia, its Local Governments and communities, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, certain Local Governments, through their elected representatives and counsel, and the State, through its Attorney General, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the public harms caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of West Virginia;

### Terms

The State and its Local Governments and communities, subject to the completion of formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements and Judgments described herein.

#### A. Definitions

As used in this Memorandum of Understanding:

1. "Approved Purpose(s)" shall mean evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction, to develop, promote and provide evidence-based substance use prevention strategies, to provide substance use avoidance and awareness education, to engage in enforcement to curtail the sale, distribution, promotion or use of opioids and other drugs, to decrease the oversupply of licit and illicit opioids and to support recovery from addiction to be performed by qualified providers as is further set forth in Exhibit A and Paragraph B(3) below.
2. "Court" is the West Virginia Mass Litigation Panel.
3. "Foundation Share" shall mean Opioid Funds allocated to the Foundation from any settlement or judgment.

4. **"Judgment"** shall mean a final judgment or verdict in favor of any of the Parties in a judicial proceeding pending in either state or federal court (including Bankruptcy Court) which resolves legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant. Judgment shall not include any judgment on the claims of Cabell County and the City of Huntington which were previously tried in the United States District Court for the Southern District of West Virginia, or any judgment on any claims asserted by the State against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code § 9-7-6(c) or for Medicaid reimbursement.
5. **"Local Government(s)"** shall mean all counties, cities, villages, and towns located within the geographic boundaries of the State.
6. **"Local Government Share" or "LG Share"** shall mean Opioid Funds allocated directly to Local Governments from any settlement or judgment.
7. **"Regional Share Calculation"** shall mean each Region's share of Opioid Funds which shall be calculated by summing the individual percentage shares of the Local Governments set forth in Exhibit C for all of the subdivisions in the entire Region as defined in Exhibit B.
8. **"Net Opioid Fund"** is the Opioid Fund less the Opioid Seed Fund payment.
9. **"Opioid Funds"** shall mean monetary amounts obtained through a Settlement or Judgment as defined in this Memorandum of Understanding.
10. **"Pharmaceutical Supply Chain"** shall mean the process and channels through which opioids are manufactured, marketed, promoted, distributed, or dispensed.
11. **"Pharmaceutical Supply Chain Participant"** shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending in the United States District Court for the Northern District of Ohio, the proceedings before the West Virginia Mass Litigation Panel, styled In Re: Opioid Litigation, Civil Action No. 19-C-9000, and relates to conduct occurring prior to the date of this agreement. For the avoidance of doubt, the term Pharmaceutical Supply Chain Participant includes any parent or subsidiary company of any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, and any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, that seeks or has sought protection under the United States Bankruptcy Code.

12. "Settlement" shall mean the negotiated resolution by any of the Parties, of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Parties. It does not include the Settlements the State and/or the West Virginia Attorney General entered into with any Pharmaceutical Supply Chain Participant prior to December 1, 2021. For the avoidance of doubt McKinsey is included. Settlement shall not include the claims of Cabell County and the City of Huntington, which were previously tried in the United States District Court for the Southern District of West Virginia or settlement of any claims asserted by the State and/or the West Virginia Attorney General against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code, § 9-7-6(c) or for Medicaid reimbursement.
13. "State Share" shall mean Opioid Funds allocated to the State from any settlement or judgment.
14. "The Parties" shall mean the State and the Local Governments.
15. "Regions" shall mean the division of the Local Governments into six (6) separate areas as set forth in Exhibit B.
16. "The State" shall mean the State of West Virginia acting through its Attorney General.
17. "West Virginia Seed Fund" shall be funded as set forth in Paragraph B(2)(a). The funds are available for use in proper creation and documentation of the West Virginia Opioid Foundation and to fund their start-up work, and subsequent operation.

**B. Settlement and Judgment Proceeds**

1. The Parties shall organize a private, nonstock, nonprofit corporation for the purposes of receiving and distributing West Virginia Opioid Funds as set forth in Section C. of this MOU ("Opioid Foundation").
2. The Parties shall allocate all Opioid Funds as follows:
  - a. Subject to relevant approvals, the State shall pay into the West Virginia Seed Fund the \$10,000,000 received from McKinsey & Company as a result of the February 3, 2021, consent judgment with the State.
  - b. All other Opioid Funds covered by the agreement shall be allocated as set forth below:

- i. 24.5% of the Net Opioid Funds shall be allocated as LG Shares. These LG Shares shall be allocated amongst the Local Governments using the default percentages set forth in Exhibit C. Each county and its inclusive municipalities must either: (a) ratify the default allocation; (b) reach an agreement altering the default allocation; or (c) submit to binding arbitration before Judge Christopher Wilkes (WVMLP Special Master) whose decision will be final and non-appealable.
  - ii. The Foundation will receive 72.5% of the Net Opioid Funds ("Foundation Share").
  - iii. The State shall receive 3% of the Net Opioid Funds ("State Share"), by and through the Attorney General, to be held in escrow for expenses incurred related to opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to Local Governments and 2% goes to the Opioid Foundation.
3. All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The LG Share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to one-half of the LG Share may be used to provide restitution for monies that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.
4. In the event a Local Government merges, dissolves, or ceases to exist, the relevant shares for that Local Government shall be redistributed equitably based on the composition of the successor Local Government. If a Local Government for any reason is excluded from a specific Settlement or Judgment, the allocation percentage for that Local Government shall be redistributed among the participating Local Governments for that Settlement or Judgment.
5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained that are unrelated to any Settlement or Judgment with a Pharmaceutical Supply Chain Participant, including those received via grant, bequest, gift, or the like, may be directed to the Opioid Foundation and disbursed as set forth below.
7. The Foundation Share shall be used for the benefit of the people of West Virginia consistent with the by-laws of the Foundation documents and this MOU.

8. Nothing in this MOU alters or changes the Parties' rights to pursue their own claims in litigation, subject to Paragraph E. Rather, the intent of this MOU is to join the Parties together regarding the distribution of the proceeds of settlements with or judgements against Pharmaceutical Supply Chain Participants for the benefit of all West Virginians and ensure that settlement monies are spent consistent with the Approved Purposes set forth in Exhibit A.
9. Any settlement, judgment and/or other remedy arising out of *City of Huntington v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01362) and/or *Cabell County Commission v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01665) pending in the United States District Court for the Southern District of West Virginia (Faber, J.) ("CT2") is specifically excluded from this MOU.

### **C. The Opioid Foundation**

1. The Parties shall create a private section 501(c)(3) Opioid Foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take advantage of economies of scale and will partner with the State to increase revenue streams.
2. Each Region shall create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the Regional Share Calculation. The Expert Panel may consult with and may make recommendations to Regions on projects, services and/or expenses to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects, services and/or expenses that will equitably serve the needs of the entire Region.

#### **3. Board Composition**

The Board will consist of 11 members comprising representation as follows:

- a. To represent the interests of the State, five appointees of the governor, subject to confirmation by the Senate. The five appointees are intended to be limited to one from any given Region. If special circumstances are shown, this provision may be waived by a vote of four of the six Local Government members.
- b. To represent the interests of the Local Governments, six members, with one member selected from each Region. The Local Governments in each Region shall make the selection of the board member to represent their region.

4. Board terms will be staggered three-year terms. Board members may be reappointed.
5. Board members shall serve as fiduciaries of the Foundation separate and distinct from any representational capacity of the entity appointing the Board Member. Members of any regional governing structure shall likewise serve as fiduciaries of their Region separate and distinct from any representational capacity of the entity appointing the member.
6. Members of the board should have expertise in a variety of disciplines, such as substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Drawing Board members from these disciplines will help to ensure that the Board will make appropriate and prudent investments in order to meet short-term and long-term goals.
7. Six members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a designee to attend and vote if the Board member is unavailable to attend a board meeting.
8. The Foundation shall have an Executive Director appointed by the Attorney General after consultation with the Board. The Board may reject the Attorney General's selection of the Executive Director only on the affirmative vote of eight members of the board. The Executive Director shall have at least six years' experience in healthcare, finance and management and will be responsible for the management, organization, and preservation of the public/private partnership's records. The Executive Director may be removed by the Board upon the concurrence of the votes of three-fourths of the members of the Board. The Executive Director shall have the right to attend all Board meetings unless otherwise excused but shall vote only in the event of a tie.
9. The Board shall appoint the Expert Panel. The Expert Panel should include experts in the fields of substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. The purpose of the Expert Panel is to assist the Board in making decisions about strategies for abating the opioid epidemic in local communities around the state. The Executive Director and any member of the Board shall have the right to attend all meetings of the Expert Panel.
10. The governance of the Board and the criteria to be established for disbursement of funds shall be guided by the recognition that expenditures should insure the efficient and effective abatement of the opioid epidemic, the enforcement of laws to curb the use of opioids, and the prevention of future addiction and substance misuse based upon an intensity and needs basis. All expenditures must be consistent with the categories of Approved Purposes as set forth in Exhibit A hereto.

11. Disbursement of Foundation Share by the Board
- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
  - b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation from the Foundation Share, from the State Share (as directed by the State), or from sources other than Opioid Funds as provided below.
  - c. The Foundation shall spend 20% of its annual budget in the six regions during the Foundation's first seven years of funding to be divided according to each Region's fixed Regional Share Calculation. After seven years, all regional spending will be as set forth in Section 11(d), below. Regions may, after consulting with the Expert Panel, expend the sums received under this Section 11(c) for any Approved Purposes.
  - d. After the Regional Shares are distributed as set forth in Section 11(c), the Disbursement of Funds from the Foundation Share approved for disbursement by the Board for Approved Purposes shall be disbursed based on an evidence-based evaluation of need after consultation with the Expert Panel. The Parties do not intend to require any specific regional allocation of the Foundation Share other than those distributed pursuant to Paragraph 11(c).
  - e. Regions may collaborate with other Regions to submit joint proposals.
  - f. The proposed procedures shall set forth the role of the Expert Panel in advising the Regions and the Board concerning disbursements of Opioid Funds of the Foundation as set forth in this MOU.
  - g. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, after receiving counsel from its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed annually. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from communities, entities, or regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid funds received by the Foundation; (e) investment income; and (f) long-term financial viability of the Foundation. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short-term strategies.
12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation, including the Regions, shall operate in a transparent manner. Meetings

should be open. All operations of the Foundation and all Foundation supervised entities, including the Regions, shall be subject to audit and review by the Attorney General and/or other appropriate State officials.

13. Each Local Government shall submit an annual financial report to the Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year. A report for each Region shall be prepared no later than thirty days thereafter. Each Region's report shall incorporate the information disclosed in each Local Government's annual report generated pursuant to Section B(4), above. Each Region's report shall specify (i) the amount of Opioid Funds received, (ii) the amount of Opioid Funds disbursed or applied during the previous fiscal year, broken down by categories of Approved Uses (indicating the name of the recipient, the amount awarded, a description of the use of the award, and disbursement terms), and (iii) impact information measuring or describing the progress of the Approved Use strategies.
14. The Foundation shall publish a consolidated report detailing annual financial expenditures within 15 days of the last day of the state fiscal year covered by the report.
15. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
16. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property, government grants, private-sector donations, and cash in addition to the proceeds of the Litigation. These Non-Opioid additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest, or deposit consistent with the mission of the Foundation.

#### **D. Payment of Attorneys' Fees and Litigation Expenses**

Payment of all Attorneys' Fees and Litigation Expenses shall be awarded consistent with the orders of the Court and upon recommendation of Judge Christopher Wilkes (WVMLP Special Master). Such award shall be final and non-appealable.

#### **E. Authority to Negotiate and Announcing Resolution of Claims**

1. The Court has established three case tracks.
  - a. Manufacturers and Pharmacy claims are to be coordinated by the office of Attorney General Morrissey and his designated counsel. The Attorney General shall retain the authority over resolution of those claims after

consultation and coordination with Local Governments subject to Court approval.

- b. The Distributor Claims are to be coordinated by Co-Lead Counsel Paul Farrell, Jr. and Robert Fitzsimmons. The Co-Leads shall retain the authority over resolution of those claims after consultation and coordination with Local Governments and their counsel and the Attorney General and his designated counsel.
2. If there is any resolution of any claim before the Court, it will be announced and presented to the Court jointly by the Attorney General and the Local Governments for Approval.

#### **F. Amendments**

The Parties agree to make such amendments as necessary to implement the general principles of this MOU.



## EXHIBIT A

### SCHEDULE A - CORE STRATEGIES

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**").<sup>1</sup>

#### **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 services.

#### **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. 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.

#### **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 and co-occurring Opioid Use Disorder ("OUD") and other substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

---

As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

**D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME**

1. Expand comprehensive evidence-based treatment and recovery support for NAS babies;
2. Expand services for better continuation 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 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 expansion above.

**F. TREATMENT FOR INCARCERATED POPULATION**

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

**G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

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

**I. LAW ENFORCEMENT**

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

**J. RESEARCH**

Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction. Holistically seek to address the problem from a supply, demand, and educational perspective. Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

## 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:<sup>2</sup>

### PART ONE: TREATMENT

#### A. TREAT OPIOID USE DISORDER (OUD)

1. Support treatment of Opioid Use Disorder (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 SUB/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 intervention, treatment, and recovery services, offered by qualified professionals and service providers, including but not limited to faith-based organizations or peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. 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.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

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<sup>2</sup> As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

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. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SLTD 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.

11. 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.
12. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Development and dissemination of 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 following:

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

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage and support non-profits, faith-based communities, and community coalitions to support, house, and train people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact with 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.
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, the following:

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 OLT treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (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 on-call teams to begin MAT in hospital emergency departments.
6. 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 and support non-profits and the faith-based 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, the following:

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:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. "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;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. 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 OLTD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, 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, 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, the following:

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. Training for obstetricians or other healthcare personnel that 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; 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 Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and childcare 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. 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. Fund 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, or other recognized Best Practice guidelines, 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. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. 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
  - c. 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. Increase electronic prescribing to prevent diversion or forgery.
8. Educate 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. Fund 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. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support 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. Engage and support non-profits and faith-based communities as systems to support prevention.
8. Fund 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 OPIOID-RELATED INJURIES**

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

1. Increase 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, and community 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. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop 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. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to 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.
11. Support 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. Educate 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 negative outcomes 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, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, 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, the following:

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

#### **L. RESEARCH**

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

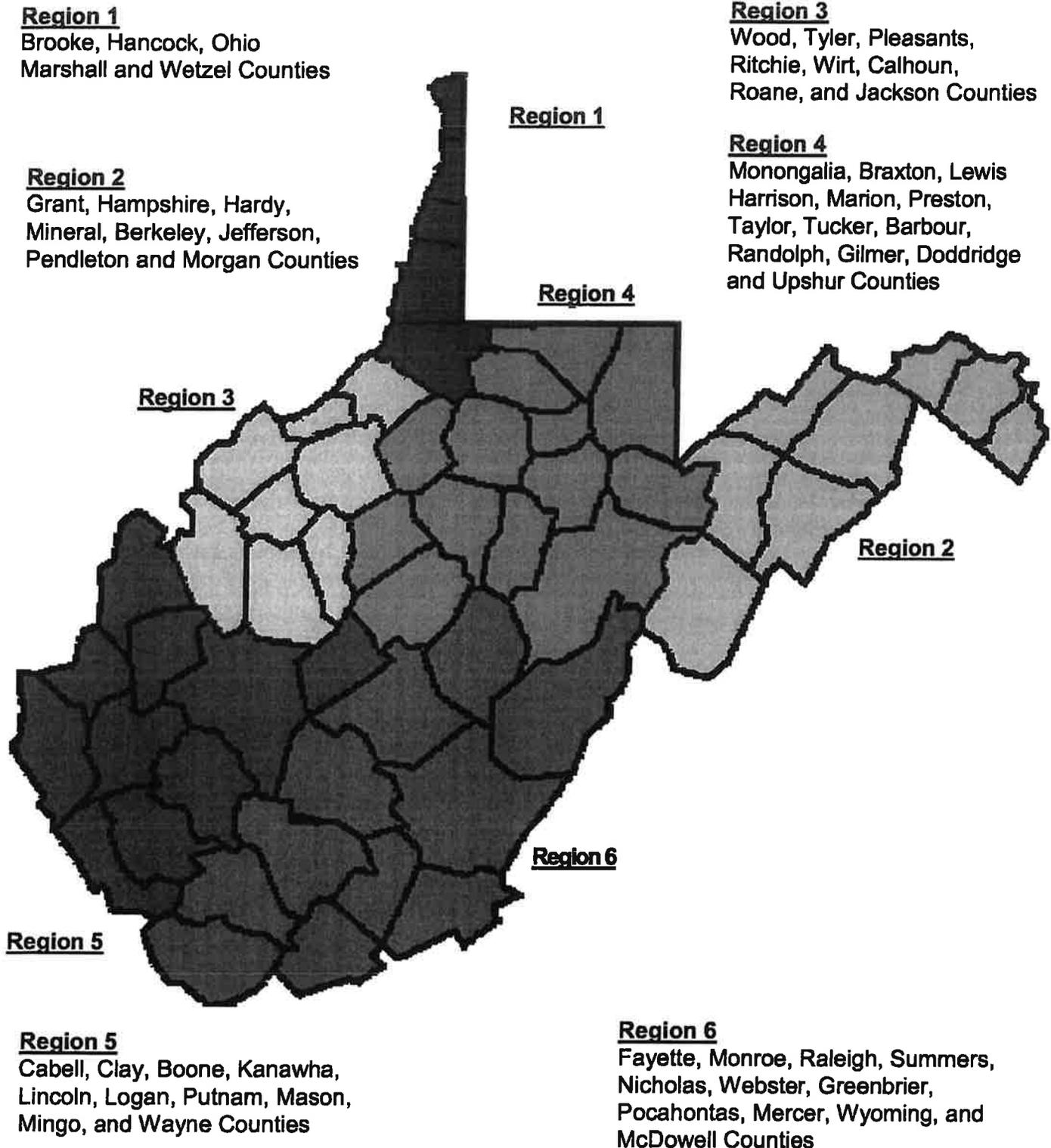
1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results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

**M. LAW ENFORCEMENT**

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.



# EXHIBIT B. OPIOID REGIONAL MAP





## Exhibit C (Allocations to Subdivisions)

## Allocation to West Virginia Counties and Municipalities (NOT Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0191%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0037%
ANAWALT TOWN	MCDOWELL	0.0008%
ANMOORE TOWN	HARRISON	0.0083%
ANSTED TOWN	FAYETTE	0.0024%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0002%
BARBOUR COUNTY	BARBOUR	0.3900%
BARBOURSVILLE VILLAGE	CABELL	0.4372%
BARRACKVILLE TOWN	MARION	0.0016%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0068%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.7259%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0355%
BELLE TOWN	KANAWHA	0.0411%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0076%
BERKELEY COUNTY	BERKELEY	3.5839%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0020%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0003%
BLUEFIELD CITY	MERCER	0.1794%
BOLIVAR TOWN	JEFFERSON	0.0058%
BOONE COUNTY	BOONE	3.1744%
BRADSHAW TOWN	MCDOWELL	0.0012%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.5244%
BRIDGEPORT CITY	HARRISON	0.0761%
BROOKE COUNTY	BROOKE	1.0924%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1667%
BUFFALO TOWN	PUTNAM	0.0009%
BURNSVILLE TOWN	BRAXTON	0.0029%
CABELL COUNTY	CABELL	0.0000%

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## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1767%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0003%
CAMERON CITY	MARSHALL	0.0021%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0024%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0008%
CEREDO CITY	WAYNE	0.1678%
CHAPMANVILLE TOWN	LOGAN	0.1592%
CHARLES TOWN CITY	JEFFERSON	0.2924%
CHARLESTON CITY	KANAWHA	6.7218%
CHESAPEAKE TOWN	KANAWHA	0.0180%
CHESTER CITY	HANCOCK	0.0077%
CLARKSBURG CITY	HARRISON	1.1365%
CLAY COUNTY	CLAY	0.3373%
CLAY TOWN	CLAY	0.0001%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0257%
COWEN TOWN	WEBSTER	0.0012%
DANVILLE TOWN	BOONE	0.0012%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0006%
DELBARTON TOWN	MINGO	0.0517%
DODDRIDGE COUNTY	DODDRIDGE	0.2312%
DUNBAR CITY	KANAWHA	0.2917%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0144%
ELIZABETH TOWN	WIRT	0.0048%
ELK GARDEN TOWN	MINERAL	0.0007%
ELKINS CITY	RANDOLPH	0.0321%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6852%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.6411%
FAYETTEVILLE TOWN	FAYETTE	0.1828%
FLATWOODS TOWN	BRAXTON	0.0007%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0123%
FORT GAY TOWN	WAYNE	0.0324%
FRANKLIN TOWN	PENDLETON	0.0014%
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0012%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
GASSAWAY TOWN	BRAXTON	0.0024%
GAULEY BRIDGE TOWN	FAYETTE	0.0531%
GILBERT TOWN	MINGO	0.0728%
GILMER COUNTY	GILMER	0.1919%
GLASGOW TOWN	KANAWHA	0.0016%
GLEN DALE CITY	MARSHALL	0.0050%
GLENVILLE TOWN	GILMER	0.0169%
GRAFTON CITY	TAYLOR	0.4640%
GRANT COUNTY	GRANT	0.3394%
GRANT TOWN TOWN	MARION	0.0109%
GRANTSVILLE TOWN	CALHOUN	0.0012%
GRANVILLE TOWN	MONONGALIA	0.1649%
GREENBRIER COUNTY	GREENBRIER	1.4386%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0703%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0869%
HANCOCK COUNTY	HANCOCK	1.6106%
HANDLEY TOWN	KANAWHA	0.0007%
HARDY COUNTY	HARDY	0.2815%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0095%
HARRISON COUNTY	HARRISON	1.3251%
HARRISVILLE TOWN	RITCHIE	0.0045%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.4106%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	0.0000%
HURRICANE CITY	PUTNAM	0.2140%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0006%
JACKSON COUNTY	JACKSON	0.8319%
JANE LEW TOWN	LEWIS	0.0010%
JEFFERSON COUNTY	JEFFERSON	1.7496%
JUNIOR TOWN	BARBOUR	0.0036%
KANAWHA COUNTY	KANAWHA	3.6016%
KENOVA CITY	WAYNE	0.2064%
KERMIT TOWN	MINGO	0.0294%
KEYSER CITY	MINERAL	0.0078%
KEYSTONE CITY	MCDOWELL	0.0018%
KIMBALL TOWN	MCDOWELL	0.0020%
KINGWOOD CITY	PRESTON	0.0046%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0310%
LEWIS COUNTY	LEWIS	0.4053%
LEWISBURG CITY	GREENBRIER	0.3917%
LINCOLN COUNTY	LINCOLN	1.3818%
LOGAN CITY	LOGAN	0.4429%
LOGAN COUNTY	LOGAN	3.7315%
LOST CREEK TOWN	HARRISON	0.0001%
LUMBERPORT TOWN	HARRISON	0.0027%
MABSCOTT TOWN	RALEIGH	0.0512%
MADISON CITY	BOONE	0.0578%
MAN TOWN	LOGAN	0.0025%
MANNINGTON CITY	MARION	0.0030%
MARION COUNTY	MARION	1.0540%
MARLINTON TOWN	POCAHONTAS	0.0009%
MARMET CITY	KANAWHA	0.0061%
MARSHALL COUNTY	MARSHALL	0.8648%
MARTINSBURG CITY	BERKELEY	3.5343%
MASON COUNTY	MASON	1.3496%
MASON TOWN	MASON	0.0028%
MASONTOWN TOWN	PRESTON	0.0008%
MATEWAN TOWN	MINGO	0.0718%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	3.2036%
MCMECHEN CITY	MARSHALL	0.0079%
MEADOW BRIDGE TOWN	FAYETTE	0.0005%
MERCER COUNTY	MERCER	0.3738%
MIDDLEBOURNE TOWN	TYLER	0.0003%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1485%
MINERAL COUNTY	MINERAL	0.8526%
MINGO COUNTY	MINGO	2.9452%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0028%
MONONGALIA COUNTY	MONONGALIA	1.4987%
MONROE COUNTY	MONROE	0.5766%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.1004%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0092%
MORGAN COUNTY	MORGAN	0.7095%
MORGANTOWN CITY	MONONGALIA	0.1330%
MOUNDSVILLE CITY	MARSHALL	0.3175%
MOUNT HOPE CITY	FAYETTE	0.0918%
MULLENS CITY	WYOMING	0.3675%
NEW CUMBERLAND CITY	HANCOCK	0.0034%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
NEW HAVEN TOWN	MASON	0.0057%
NEW MARTINSVILLE CITY	WETZEL	0.0019%
NEWBURG TOWN	PRESTON	0.0012%
NICHOLAS COUNTY	NICHOLAS	0.2115%
NITRO CITY	KANAWHA/PUTNAM	0.2710%
NORTH HILLS TOWN	WOOD	0.0016%
NORTHFORK TOWN	MCDOWELL	0.0006%
NUTTER FORT TOWN	HARRISON	0.1025%
OAK HILL CITY	FAYETTE	0.3993%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.3269%
OHIO COUNTY	OHIO	0.5595%
PADEN CITY CITY	WETZEL/TYLER	0.0073%
PARKERSBURG CITY	WOOD	1.7126%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0019%
PAX TOWN	FAYETTE	0.0083%
PENDLETON COUNTY	PENDLETON	0.1789%
PENNSBORO CITY	RITCHIE	0.0004%
PETERSBURG CITY	GRANT	0.0012%
PETERSTOWN TOWN	MONROE	0.0014%
PHILIPPI CITY	BARBOUR	0.0919%
PIEDMONT TOWN	MINERAL	0.0007%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1284%
PLEASANT VALLEY CITY	MARION	0.0011%
PLEASANTS COUNTY	PLEASANTS	0.1406%
POCA TOWN	PUTNAM	0.0003%
POCAHONTAS COUNTY	POCAHONTAS	0.3759%
POINT PLEASANT CITY	MASON	0.1406%
PRATT TOWN	KANAWHA	0.0014%
PRESTON COUNTY	PRESTON	0.8811%
PRINCETON CITY	MERCER	4.6088%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.7741%
QUINWOOD TOWN	GREENBRIER	0.0182%
RAINELLE TOWN	GREENBRIER	0.0266%
RALEIGH COUNTY	RALEIGH	5.5343%
RANDOLPH COUNTY	RANDOLPH	0.7294%
RANSON CORPORATION	JEFFERSON	0.0234%
RAVENSWOOD CITY	JACKSON	0.0959%
REEDSVILLE TOWN	PRESTON	0.0007%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0014%
RICHWOOD CITY	NICHOLAS	0.0103%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RIDGELEY TOWN	MINERAL	0.0027%
RIPLEY CITY	JACKSON	0.0921%
RITCHIE COUNTY	RITCHIE	0.2018%
RIVESVILLE TOWN	MARION	0.0010%
ROANE COUNTY	ROANE	0.5653%
ROMNEY CITY	HAMPSHIRE	0.0614%
RONCEVERTE CITY	GREENBRIER	0.0960%
ROWLESBURG TOWN	PRESTON	0.0024%
RUPERT TOWN	GREENBRIER	0.0073%
SALEM CITY	HARRISON	0.0042%
SAND FORK TOWN	GILMER	0.0003%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0088%
SHINNSTON CITY	HARRISON	0.1066%
SISTERSVILLE CITY	TYLER	0.2085%
SMITHERS CITY	FAYETTE/KANAWHA	0.0383%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0409%
SOUTH CHARLESTON CITY	KANAWHA	0.9750%
SPENCER CITY	ROANE	0.0646%
ST. ALBANS CITY	KANAWHA	0.4843%
ST. MARYS CITY	PLEASANTS	0.0623%
STAR CITY TOWN	MONONGALIA	0.0414%
STONEWOOD CITY	HARRISON	0.0478%
SUMMERS COUNTY	SUMMERS	0.3559%
SUMMERSVILLE CITY	NICHOLAS	1.6957%
SUTTON TOWN	BRAXTON	0.0210%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0431%
TERRA ALTA TOWN	PRESTON	0.0015%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1255%
TUNNELTON TOWN	PRESTON	0.0006%
TYLER COUNTY	TYLER	0.0204%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.5108%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2838%
WAR CITY	MCDOWELL	0.0020%
WARDENSVILLE TOWN	HARDY	0.0013%
WAYNE COUNTY	WAYNE	2.3586%
WAYNE TOWN	WAYNE	0.0356%
WEBSTER COUNTY	WEBSTER	0.3765%
WEIRTON CITY	HANCOCK/BROOKE	1.3728%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WELCH CITY	MCDOWELL	0.1195%
WELLSBURG CITY	BROOKE	0.0069%
WEST HAMLIN TOWN	LINCOLN	0.0380%
WEST LIBERTY TOWN	OHIO	0.0025%
WEST LOGAN TOWN	LOGAN	0.0162%
WEST MILFORD TOWN	HARRISON	0.0015%
WEST UNION TOWN	DODDRIDGE	0.0007%
WESTON CITY	LEWIS	0.0096%
WESTOVER CITY	MONONGALIA	0.0094%
WETZEL COUNTY	WETZEL	0.4889%
WHEELING CITY	OHIO/MARSHALL	1.0692%
WHITE HALL TOWN	MARION	0.0028%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1585%
WHITESVILLE TOWN	BOONE	0.0148%
WILLIAMSON CITY	MINGO	0.3916%
WILLIAMSTOWN CITY	WOOD	0.0567%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WI NFIELD TOWN	PUTNAM	0.0307%
WIRT COUNTY	WIRT	0.1075%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0010%
WOOD COUNTY	WOOD	1.0924%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	4.0024%
<b>Totals</b>		<b>100.0000%</b>



## Exhibit C (Allocations to Subdivisions)

## Allocation to West Virginia Counties and Municipalities (Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0174%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0034%
ANAWALT TOWN	MCDOWELL	0.0007%
ANMOORE TOWN	HARRISON	0.0076%
ANSTED TOWN	FAYETTE	0.0022%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0001%
BARBOUR COUNTY	BARBOUR	0.3541%
BARBOURSVILLE VILLAGE	CABELL	0.3969%
BARRACKVILLE TOWN	MARION	0.0015%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0062%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.3824%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0322%
BELLE TOWN	KANAWHA	0.0373%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0070%
BERKELEY COUNTY	BERKELEY	3.2534%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0018%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0002%
BLUEFIELD CITY	MERCER	0.1629%
BOLIVAR TOWN	JEFFERSON	0.0053%
BOONE COUNTY	BOONE	2.8817%
BRADSHAW TOWN	MCDOWELL	0.0011%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.4761%
BRIDGEPORT CITY	HARRISON	0.0694%
BROOKE COUNTY	BROOKE	0.9916%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1513%
BUFFALO TOWN	PUTNAM	0.0008%
BURNSVILLE TOWN	BRAXTON	0.0026%

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## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CABELL COUNTY	CABELL	3.2406%
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1604%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0002%
CAMERON CITY	MARSHALL	0.0019%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0022%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0007%
CEREDO CITY	WAYNE	0.1523%
CHAPMANVILLE TOWN	LOGAN	0.1445%
CHARLES TOWN CITY	JEFFERSON	0.2655%
CHARLESTON CITY	KANAWHA	6.1020%
CHESAPEAKE TOWN	KANAWHA	0.0163%
CHESTER CITY	HANCOCK	0.0070%
CLARKSBURG CITY	HARRISON	1.0317%
CLAY COUNTY	CLAY	0.3062%
CLAY TOWN	CLAY	0.0000%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0233%
COWEN TOWN	WEBSTER	0.0011%
DANVILLE TOWN	BOONE	0.0011%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0005%
DELBARTON TOWN	MINGO	0.0469%
DODDRIDGE COUNTY	DODDRIDGE	0.2099%
DUNBAR CITY	KANAWHA	0.2648%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0131%
ELIZABETH TOWN	WIRT	0.0043%
ELK GARDEN TOWN	MINERAL	0.0006%
ELKINS CITY	RANDOLPH	0.0293%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6220%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.4898%
FAYETTEVILLE TOWN	FAYETTE	0.1659%
FLATWOODS TOWN	BRAXTON	0.0006%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0112%
FORT GAY TOWN	WAYNE	0.0294%
FRANKLIN TOWN	PENDLETON	0.0013%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0011%
GASSAWAY TOWN	BRAXTON	0.0022%
GAULEY BRIDGE TOWN	FAYETTE	0.0482%
GILBERT TOWN	MINGO	0.0661%
GILMER COUNTY	GILMER	0.1742%
GLASGOW TOWN	KANAWHA	0.0015%
GLEN DALE CITY	MARSHALL	0.0045%
GLENVILLE TOWN	GILMER	0.0153%
GRAFTON CITY	TAYLOR	0.4212%
GRANT COUNTY	GRANT	0.3081%
GRANT TOWN TOWN	MARION	0.0099%
GRANTSVILLE TOWN	CALHOUN	0.0011%
GRANVILLE TOWN	MONONGALIA	0.1497%
GREENBRIER COUNTY	GREENBRIER	1.3059%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0638%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0793%
HANCOCK COUNTY	HANCOCK	1.4621%
HANDLEY TOWN	KANAWHA	0.0006%
HARDY COUNTY	HARDY	0.2555%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0086%
HARRISON COUNTY	HARRISON	1.2029%
HARRISVILLE TOWN	RITCHIE	0.0041%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.3727%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	5.9777%
HURRICANE CITY	PUTNAM	0.1943%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0005%
JACKSON COUNTY	JACKSON	0.7552%
JANE LEW TOWN	LEWIS	0.0009%
JEFFERSON COUNTY	JEFFERSON	1.5882%
JUNIOR TOWN	BARBOUR	0.0032%
KANAWHA COUNTY	KANAWHA	3.2694%
KENOVA CITY	WAYNE	0.1874%
KERMIT TOWN	MINGO	0.0267%
KEYSER CITY	MINERAL	0.0072%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
KEYSTONE CITY	MCDOWELL	0.0016%
KIMBALL TOWN	MCDOWELL	0.0019%
KINGWOOD CITY	PRESTON	0.0042%
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0281%
LEWIS COUNTY	LEWIS	0.3679%
LEWISBURG CITY	GREENBRIER	0.3556%
LINCOLN COUNTY	LINCOLN	1.2544%
LOGAN CITY	LOGAN	0.4020%
LOGAN COUNTY	LOGAN	3.3874%
LOST CREEK TOWN	HARRISON	0.0000%
LUMBERPORT TOWN	HARRISON	0.0025%
MABSCOTT TOWN	RALEIGH	0.0465%
MADISON CITY	BOONE	0.0525%
MAN TOWN	LOGAN	0.0023%
MANNINGTON CITY	MARION	0.0028%
MARION COUNTY	MARION	0.9568%
MARLINTON TOWN	POCAHONTAS	0.0008%
MARMET CITY	KANAWHA	0.0055%
MARSHALL COUNTY	MARSHALL	0.7851%
MARTINSBURG CITY	BERKELEY	3.2084%
MASON COUNTY	MASON	1.2251%
MASON TOWN	MASON	0.0026%
MASONTOWN TOWN	PRESTON	0.0007%
MATEWAN TOWN	MINGO	0.0652%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	2.9082%
MCMECHEN CITY	MARSHALL	0.0072%
MEADOW BRIDGE TOWN	FAYETTE	0.0004%
MERCER COUNTY	MERCER	0.3393%
MIDDLEBOURNE TOWN	TYLER	0.0002%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1348%
MINERAL COUNTY	MINERAL	0.7740%
MINGO COUNTY	MINGO	2.6736%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0026%
MONONGALIA COUNTY	MONONGALIA	1.3605%
MONROE COUNTY	MONROE	0.5234%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.0912%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0084%
MORGAN COUNTY	MORGAN	0.6441%
MORGANTOWN CITY	MONONGALIA	0.1213%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
MOUNDSVILLE CITY	MARSHALL	0.2882%
MOUNT HOPE CITY	FAYETTE	0.0834%
MULLENS CITY	WYOMING	0.3336%
NEW CUMBERLAND CITY	HANCOCK	0.0031%
NEW HAVEN TOWN	MASON	0.0052%
NEW MARTINSVILLE CITY	WETZEL	0.0018%
NEWBURG TOWN	PRESTON	0.0011%
NICHOLAS COUNTY	NICHOLAS	0.1920%
NITRO CITY	KANAWHA/PUTNAM	0.2460%
NORTH HILLS TOWN	WOOD	0.0015%
NORTHFORK TOWN	MCDOWELL	0.0005%
NUTTER FORT TOWN	HARRISON	0.0930%
OAK HILL CITY	FAYETTE	0.3625%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.2967%
OHIO COUNTY	OHIO	0.5079%
PADEN CITY CITY	WETZEL/TYLER	0.0067%
PARKERSBURG CITY	WOOD	1.5547%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0017%
PAX TOWN	FAYETTE	0.0076%
PENDLETON COUNTY	PENDLETON	0.1624%
PENNSBORO CITY	RITCHIE	0.0003%
PETERSBURG CITY	GRANT	0.0011%
PETERSTOWN TOWN	MONROE	0.0013%
PHILIPPI CITY	BARBOUR	0.0834%
PIEDMONT TOWN	MINERAL	0.0006%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1165%
PLEASANT VALLEY CITY	MARION	0.0010%
PLEASANTS COUNTY	PLEASANTS	0.1276%
POCA TOWN	PUTNAM	0.0002%
POCAHONTAS COUNTY	POCAHONTAS	0.3412%
POINT PLEASANT CITY	MASON	0.1276%
PRATT TOWN	KANAWHA	0.0013%
PRESTON COUNTY	PRESTON	0.7999%
PRINCETON CITY	MERCER	4.1839%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.6105%
QUI NWOOD TOWN	GREENBRIER	0.0165%
RAINELLE TOWN	GREENBRIER	0.0241%
RALEIGH COUNTY	RALEIGH	5.0240%
RANDOLPH COUNTY	RANDOLPH	0.6622%
RANSON CORPORATION	JEFFERSON	0.0214%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RAVENSWOOD CITY	JACKSON	0.0870%
REEDSVILLE TOWN	PRESTON	0.0006%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0013%
RICHWOOD CITY	NICHOLAS	0.0093%
RIDGELEY TOWN	MINERAL	0.0024%
RIPLEY CITY	JACKSON	0.0836%
RITCHIE COUNTY	RITCHIE	0.1832%
RIVESVILLE TOWN	MARION	0.0009%
ROANE COUNTY	ROANE	0.5132%
ROMNEY CITY	HAMPSHIRE	0.0557%
RONCEVERTE CITY	GREENBRIER	0.0871%
ROWLESBURG TOWN	PRESTON	0.0022%
RUPERT TOWN	GREENBRIER	0.0066%
SALEM CITY	HARRISON	0.0038%
SAND FORK TOWN	GILMER	0.0002%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0080%
SHINNSTON CITY	HARRISON	0.0968%
SISTERSVILLE CITY	TYLER	0.1893%
SMITHERS CITY	FAYETTE/KANAWHA	0.0348%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0371%
SOUTH CHARLESTON CITY	KANAWHA	0.8851%
SPENCER CITY	ROANE	0.0586%
ST. ALBANS CITY	KANAWHA	0.4397%
ST. MARYS CITY	PLEASANTS	0.0565%
STAR CITY TOWN	MONONGALIA	0.0376%
STONEWOOD CITY	HARRISON	0.0434%
SUMMERS COUNTY	SUMMERS	0.3231%
SUMMERSVILLE CITY	NICHOLAS	1.5393%
SUTTON TOWN	BRAXTON	0.0191%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0391%
TERRA ALTA TOWN	PRESTON	0.0014%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1140%
TUNNELTON TOWN	PRESTON	0.0005%
TYLER COUNTY	TYLER	0.0185%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.4637%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2577%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WAR CITY	MCDOWELL	0.0018%
WARDENSVILLE TOWN	HARDY	0.0012%
WAYNE COUNTY	WAYNE	2.1411%
WAYNE TOWN	WAYNE	0.0323%
WEBSTER COUNTY	WEBSTER	0.3418%
WEIRTON CITY	HANCOCK/BROOKE	1.2462%
WELCH CITY	MCDOWELL	0.1085%
WELLSBURG CITY	BROOKE	0.0063%
WEST HAMLIN TOWN	LINCOLN	0.0345%
WEST LIBERTY TOWN	OHIO	0.0023%
WEST LOGAN TOWN	LOGAN	0.0147%
WEST MILFORD TOWN	HARRISON	0.0014%
WEST UNION TOWN	DODDRIDGE	0.0006%
WESTON CITY	LEWIS	0.0088%
WESTOVER CITY	MONONGALIA	0.0086%
WETZEL COUNTY	WETZEL	0.4438%
WHEELING CITY	OHIO/MARSHALL	0.9706%
WHITE HALL TOWN	MARION	0.0025%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1439%
WHITESVILLE TOWN	BOONE	0.0134%
WILLIAMSON CITY	MINGO	0.3555%
WILLIAMSTOWN CITY	WOOD	0.0515%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WINFIELD TOWN	PUTNAM	0.0279%
WIRT COUNTY	WIRT	0.0976%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0009%
WOOD COUNTY	WOOD	0.9917%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	3.6334%
<b>Totals</b>		<b>100.0000%</b>



## **ENDO/PAR WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT**

### **I. OVERVIEW**

This Agreement sets forth the terms and conditions of a settlement between and among the State (defined herein) and Endo/Par (defined herein) (collectively, “the Parties”) to resolve opioid-related Claims (defined herein) against Endo/Par.

Endo/Par has agreed to the below terms 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, all of which Endo/Par expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Endo/Par. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

This Agreement resolves as to Endo/Par, among other things, the lawsuit captioned *State of West Virginia ex rel. Patrick Morrisey, Attorney General v. Endo Health Solutions Inc., et al.*, Civil Action No. 19-C-151 (W. Va. Cir. Ct. Boone County) (the “West Virginia AG Action”), pending within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 MFR (W. Va. Cir. Ct. Kanawha County), and Actions brought by Participating Local Governments.

### **II. DEFINITIONS**

- A. “*Actions*” means the West Virginia AG Action and any lawsuit by a Local Government asserting any Released Claim against one or more Released Entities.
- B. “*Agreement*” and “*Settlement Agreement*” mean this settlement agreement together with the Exhibits thereto.
- C. “*Bar*” means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Amount) shall not constitute a Bar.
- D. “*Case-Specific Resolution*” means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that

authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Amount) shall not constitute a Case-Specific Resolution.

- E. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.
- F. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- G. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- H. “*Class III Local Government*” means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).
- I. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).
- J. “*Common Benefit Fund Commissioner*” means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court’s Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court’s Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).

- K. “*Consent Judgment*” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit F, which provides for, among other things, the release set forth below, the Court’s approval of the Litigation Cost Amount, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.
- L. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- M. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 19-C-9000 (W. Va. Cir. Ct. Kanawha County).
- N. “*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 Effective 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) arising from or relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials; finished active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.
- O. “*Effective Date*” means the date on which Endo Pharmaceuticals Inc. makes the payment described in Section III.A.
- P. “*Endo/Par*” means Endo Health Solutions Inc., Endo Pharmaceuticals Inc., and Par Pharmaceutical, Inc. (collectively, “Endo/Par” or “Defendants”).

- Q. “*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.
- R. “*Finality*” means:
1. the Agreement and the Consent Judgment have been approved and entered by the Court as to Endo/Par, including the release of all Released Claims against Released Entities as provided in this Agreement; and
  2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- S. “*Initial Participation Date*” means the date by which Local Governments must join to become initial Participating Local Governments. The Initial Participation Date shall be July 1, 2022. The Parties may alter the Initial Participation Date by mutual written agreement.
- T. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for alleged harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.
- U. “*Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for alleged harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit A includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for “Litigating Local Governments” are subsequently identified.
- V. “*Litigation Cost Amount*” has the meaning specified in Section III.A below.

- W. “*Local Government*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of counties, and lists of Class I, II, III and IV Local Governments, are attached as Exhibit B. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity.
- X. “*Non-Litigating Local Government*” means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- Y. “*Non-Participating Local Government*” means a Local Government that is not a Participating Local Government.
- Z. “*Participating Local Government*” means a Local Government that signs the Election and Release Form annexed as Exhibit C and meets the requirements for becoming a Participating Local Government under subsection VIII.A or VIII.C.
- AA. “*Plaintiff*” means the State of West Virginia, acting by and through its Attorney General.
- BB. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “Product” includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.
- CC. “*Qualified Settlement Fund*” means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Amount shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.

- DD. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement.
- EE. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments in any federal, state or local action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by the State, any of its Local Governments, or any Releasor (whether or not such State, Local Government, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by individuals for damages for any alleged personal injuries arising out of their own use of any opioid product. It is the intent of the Parties that such Claims by private individuals be treated in accordance with applicable law. For the avoidance of doubt, this Agreement does not release claims asserted in *State of Connecticut, et al. v. Aurobindo Pharma USA, Inc., et al.*, Civil Action No. 17-CV-3768 (E.D. Pa.) or *State of Connecticut, et al. v. Teva Pharmaceuticals USA, Inc., et al.*, Civil Action No. 19-CV-2407 (E.D. Pa.). Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
- FF. “*Released Entities*” means (i) Endo/Par, (ii) all of their respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, and insurers (in their capacity as such), including but not limited to Endo International plc and Par Pharmaceutical Companies, Inc., and (iii) all of the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys, and insurers of the foregoing entities and persons referenced in clauses (i) and (ii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims.

- GG. “*Releasers*” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies, divisions, boards, commissions, 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, public service districts, unincorporated districts, water districts, law enforcement districts, emergency services districts, school districts, highway authorities, conservation districts, development authorities, reclamation districts, recreation districts, economic development authorities, housing authorities, sanitary districts, solid waste authorities, urban mass transportation authorities, and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments 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 the State or Local Governments in the 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 Local Government. In addition to being a Releaser as provided herein, a Participating Local Government shall also provide an Election and Release Form (in the form attached as Exhibit C to this Agreement) providing for a release to the fullest extent of the Participating Local Government’s authority. The State’s Attorney General represents that he or she has or has obtained the authority set forth in Section VII.F.
- HH. “*Remediation Amount*” has the meaning specified in Section III.A below.
- II. “*Settlement Amount*” means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of Endo/Par and all Released Entities as specified in Section III.A below. Except as provided in Section X and Section XII.C below, neither Endo/Par nor any Released Entities shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- JJ. “*Settlement Class Resolution*” means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Local Governments in the State that (1) conforms with the State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Local Governments in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Local Governments may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and

(5) does not impose any costs or obligations on Endo/Par other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable State law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Local Governments collectively representing 1% or more of the State's population opt out. In seeking certification of any Settlement Class, the State and applicable Local Governments 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.

- KK. "State" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

### III. CONSIDERATION TO BE PROVIDED BY ENDO/PAR

- A. *Monetary Payment.* On or before the Initial Participation Date, the State shall provide to Endo/Par Election and Release Forms (in the form annexed as Exhibit C) demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) all Counties, and (3) at least 96% of the population of Non-Litigating Local Governments that are Class I or Class II Local Governments have become Participating Local Governments. Endo Pharmaceuticals Inc. ("EPI") shall, within seven (7) days after the later of (1) the Initial Participation Date, (2) Endo/Par's receipt of all necessary Election and Release Forms, or (3) the date the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court and Endo/Par has received from the West Virginia Attorney General a W-9 and wire instructions for the Qualified Settlement Fund, pay into the Qualified Settlement Fund the total sum of \$26,000,000.00 (the "Settlement Amount"), consisting of (1) \$2,080,000.00 (the "Litigation Cost Amount") to reimburse the State and Qualified Local Governments for reasonable attorney fees, costs, and expenses incurred before the Execution Date in connection with their Claims against Endo/Par in the Actions and disbursed as provided in Section IX below, and (2) \$23,920,000.00 (the "Remediation Amount"), which shall be disbursed as provided in Section IV below to fund opioid abatement and treatment activities throughout the State. For the avoidance of doubt, payment of the Settlement Amount is not conditioned on the participation of Non-Litigating Class III and IV Local Governments, but the State will use its best efforts to secure participation by all Local Governments within the State, including all Non-Litigating Class III and IV Local Governments. The Qualified Settlement Fund Administrator shall place the Litigation Cost Amount and the Remediation Amount into separate sub-funds within the Qualified Settlement Fund pending their disbursement as provided in this Settlement Agreement.

- B. *Consent Judgment.* As soon as practicable following the Effective Date, Plaintiff shall file in the Court a proposed Consent Judgment substantially in the form of Exhibit F. The Consent Judgment shall include the injunctive terms set forth in Exhibit E and provide for the Court's approval of the Litigation Cost Amount and the dismissal with prejudice, as to Endo/Par and all other Released Parties, of the West Virginia AG Action and the Actions of Participating Local Governments pending before the Court. The Consent Judgment shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms and determining the allocation of the Litigation Cost Amount as provided in Section IX. The Parties shall confer and agree as to the final form and time of filing of the Consent Judgment prior to its filing with the Court.

**IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT**

- A. Within a reasonable time after entry of the Consent Judgment, subject to the limitations set forth in Section VIII.D below, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments to abate the impact of any alleged Covered Conduct in the State as provided in this Agreement and the West Virginia First Memorandum of Understanding, attached as Exhibit D.
- B. Endo/Par shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Amount. Plaintiff specifically represents, however, that any such apportionment and use shall be made in accordance with all applicable laws.

**V. INJUNCTIVE RELIEF**

- A. The State and Endo/Par agree that the injunctive relief specified in Exhibit E shall be included in the Consent Judgment.

**VI. CESSATION OF LITIGATION ACTIVITIES**

- A. In anticipation of finalizing this Agreement, a stay has been entered by the Court with respect to discovery as to State's Claims against Endo/Par in the West Virginia AG Action. It is the Parties' intent that this stay shall remain in place and that any and all other litigation activities in the Actions relating to Claims against Endo/Par shall immediately cease as of the Execution Date, and that Claims against Endo/Par shall not be included in the trial of any Action against any other defendant.

**VII. RELEASE AND DISMISSAL**

- A. *Scope.* As of the Effective Date, (1) the Released Entities shall be released and forever discharged from all of the Releasers' Released Claims, and (2) the State (for itself and its Releasers) and each Participating Local Government (for itself

and its Releasers) shall be deemed to have absolutely, unconditionally, and irrevocably covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releaser to release claims. The Release shall be a complete bar to any Released Claim.

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

1. *Statement of Intent.* It is the intent of the Parties that:
  - a. Released Entities shall not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
  - b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releaser expressly waives its right to seek reallocation to Endo/Par pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releaser is unable to collect from any other party held to be liable to the Releaser;
  - c. Claims by Releasers against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
  - d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasers and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct under any Claim-Over theory.
  - e. The provisions of this subsection VII.B are intended to be implemented consistent with these principles. This Agreement and

the releases and dismissals provided for herein are made in good faith.

2. ***Contribution/Indemnity Prohibited.*** No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
  3. ***Non-Party Settlement.*** To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, 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) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Endo/Par in subsection VII.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
  4. ***Claim-Over.*** In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection VII.B.2, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection VII.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Endo and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by EPI under this Settlement Agreement).
- C. ***General Release.*** In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as

of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, 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 State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

- D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* The State's Attorney General expressly represents and warrants that he will, on or before the Initial Participation Date, have (or have obtained) the authority to settle and release Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and/or federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other 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 Amount or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Amount or any portion thereof.

- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of any Product, and any Claims arising under the Agreement for enforcement of the Agreement.
- I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Endo/Par and any other Released Entities dismissed as part of the Consent Judgment to be entered pursuant to Section III.B above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Endo/Par and any other Released Entities within seven (7) business days of the Effective Date. Any Later Litigating Local Government that becomes a Participating Local Government after the Effective Date shall dismiss (or if necessary move to dismiss) its Action(s) as to Endo/Par and any other Released Entities within seven (7) business days of the date on which the Later Litigating Local Government executes its Election and Release Form. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

### **VIII. PARTICIPATION BY LOCAL GOVERNMENTS**

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government either by (1) executing an Election and Release Form (Exhibit C); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.
- B. *Notice.* As soon as practicable after the Execution Date, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.
- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government either (1) by executing an Election and Release Form (Exhibit C) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.

- D. *Non-Participating Local Governments.* Non-Participating Local Governments shall be ineligible to receive any direct portion of the Settlement Amount. Any portion of the Remediation Amount that would be directly allocable to a Non-Participating Local Government under the West Virginia First Memorandum of Understanding if it were a Participating Local Government shall be withheld from any distribution of the Remediation Amount; the funds so withheld shall remain in the Qualified Settlement Fund for 150 days from the date the Qualified Settlement Fund Administrator first distributes any portion of the Remediation Amount to Participating Local Governments, or unless and until the Non-Participating Local Government has satisfied the requirements of Section VIII.C (i.e., has become a Participating Local Government), whichever occurs sooner. If, at the conclusion of the 150 day period, the Non-Participating Local Government has failed to satisfy the requirements of Section VIII.C (i.e., has failed to become a Participating Local Government), then the amount allocable to that Non-Participating Local Government shall be reallocated and used as provided in the West Virginia First Memorandum of Understanding.
- E. *Representation With Respect to Local Government Participation.* The State represents and warrants that it has a good faith belief that both (a) all Litigating Local Governments, and (b) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. The State acknowledges the materiality of the foregoing representation and warranty. Further, the State will use its best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Endo/Par, which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution.
- F. *Representation With Respect to State Abatement Claims.* The State represents and warrants that the Remediation Amount shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The State acknowledges the materiality of the foregoing representation and warranty.
- G. *Representation With Respect to Claims by Later Litigating Local Governments.* The State represents and warrants that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Execution Date, the State will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the Local Government's Claims as to the Released Entities, or other means.

- H. Concurrently with Plaintiff's submission of the Consent Judgment per Section III.B above, the Parties will jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit G, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

**IX. ATTORNEY FEES, COSTS AND EXPENSES; DISBURSEMENT OF LITIGATION COST AMOUNT**

- A. Counsel for any Participating Local Government may submit applications to the Common Benefit Fund Commissioner seeking an allocation from the Litigation Cost Amount for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees, incurred by it prior to the Execution Date in connection with the Actions against Endo/Par. The State may submit applications to the Common Benefit Fund Commissioner or may otherwise petition the Court for an award of reasonable attorney fees, costs and/or expenses to be paid from the Litigation Cost Amount.
- B. The Common Benefit Fund Commissioner shall recommend, subject to the Court's review upon request, an allocation of the Litigation Cost Amount among the various Counsel who submitted applications in accordance with Section IX.A. Such allocations shall be subject to the limitations and conditions set forth in this Agreement, the provisions of the West Virginia First Memorandum of Understanding, West Virginia law, and the Orders of the Court. Any objections to the Common Benefit Fund Commissioner's recommended allocation shall be resolved by the Court.
- C. In the event the total amount of fees, costs, and expenses awarded pursuant to this Section IX is less than the Litigation Cost Amount, the remainder shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.
- D. For the avoidance of doubt, nothing in this Section IX shall require any payment by Endo/Par beyond the Settlement Amount, nor shall Endo/Par have any responsibility or authority regarding the allocation of the Litigation Cost Amount, except that the Common Benefit Fund Commissioner and/or the Court may receive information from Endo/Par as to (1) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Local Governments, and (2) such other information as Endo/Par may voluntarily elect to provide.
- E. The Litigation Cost Amount is intended to compensate Counsel for the State and Participating Local Governments for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees paid on behalf of Participating Local Governments, incurred by them prior to the Execution Date in connection with the Actions against Endo/Par, whether those Actions were filed in state or federal court.

- F. No portion of the Litigation Cost Amount may be allocated on the basis of attorney fees, costs, or expenses incurred (1) after the Execution Date, (2) in connection with the representation of Non-Participating Local Governments, or non-governmental persons or entities, or (3) in connection with Claims against persons or entities other than the Released Entities.
- G. To be eligible for any award from the Litigation Cost Amount, Counsel must certify each of the following in an application submitted pursuant to this Section IX:
1. The fees, costs, and/or expenses sought are for work performed or costs or expenses incurred by such Counsel before the Execution Date in connection with representing the State and/or one or more Participating Local Government(s) in connection with Claims against Endo/Par concerning the Covered Conduct.
  2. No portion of the fees, costs, or expenses sought is for work performed or costs or expenses incurred in connection with representing a Non-Participating Local Government.
  3. Counsel will accept the allocation awarded by the Court and will not seek the payment of fees, costs, or expenses from any Participating Local Government in connection with this Settlement or the Released Claims.
  4. Counsel will not assert, and instead expressly waives, any right to collect a contingency fee from any Participating Local Government.
  5. Counsel has notified each Local Government represented by such Counsel of the amount(s) sought in the application.
  6. Counsel has no present intent to represent or participate in the representation of any Later Litigating Local Government or any Releasor with respect to Released Claims against Released Entities.
  7. Counsel will not charge or accept any referral fees for any Released Claims brought against Released Entities.
  8. Counsel will not engage in any advertising or solicitation related to Released Claims against Released Entities.
  9. Counsel does not have a Claim for fees, costs or expenses related to a Later Litigating Local Government.
  10. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.

11. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.

H. If it is later determined that any certification made in support of an application pursuant to this Section IX is false, Counsel that submitted the application shall promptly repay to the Qualified Settlement Fund all amounts previously paid to that Counsel from the Litigation Cost Amount. Any such forfeited amount shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

#### **X. BANKRUPTCY**

A. Nothing in this agreement shall preclude the State or any Participating Local Government from receiving a distribution from a potential bankruptcy of Endo/Par to the extent that the State or Participating Local Government has a right to receive a payment or distribution in accordance with this Agreement. Subject to the terms of this Agreement (including all releases, covenants and payment terms contained herein), all of the State's and the Participating Local Governments' rights with respect to any bankruptcy case of Endo/Par are specifically reserved by the State and the Participating Local Governments. If for any reason, the State or any Participating Local Government remits, whether by virtue of a settlement, verdict or other disposition, any portion of the Settlement Amount to a bankruptcy court or other party as a result of the commencement of a case with respect to Endo/Par under Title 11 of the United States Code (the "Bankruptcy Code") then, subject to the Bankruptcy Code and any other applicable law, rules or orders, Endo International plc shall make such payment to Plaintiff as soon as reasonably practicable.

#### **XI. ENFORCEMENT AND DISPUTE RESOLUTION**

A. If the State believes Endo/Par is not in compliance with any term of this Agreement, then the State shall (1) provide written notice to Endo/Par specifying the reason(s) why the State believes Endo/Par is not in compliance with the Agreement; and (2) allow Endo/Par at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period"). In the event the alleged non-compliance is cured within the Cure Period, Endo/Par shall not have any liability for such alleged non-compliance. Disputes regarding this Agreement that are not resolved within the Cure Period shall be resolved by the Court. Endo/Par consents to the jurisdiction of the Court for the limited purpose of resolution of disputes identified in this Section XI.

## XII. MISCELLANEOUS

- A. *No Admission of Liability.* The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Endo/Par and Plaintiff and between the Released Entities and all Releasers. Endo/Par is entering into this Settlement Agreement solely for the purposes of settlement, to resolve the West Virginia AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Endo/Par denies the allegations in the West Virginia AG Action and the other Actions and denies any civil or criminal liability in the West Virginia AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Endo/Par of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the West Virginia AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct or any Product; or (4) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the manufacture, marketing, licensing, distribution or sale of branded or generic opioid medications or any other Product in accordance with applicable laws and regulations.
- B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) 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 West Virginia AG Action or the other 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 (2) 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 the Agreement, and except that Released Entities may file this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification.
- C. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.
- D. *Taxes.* Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the

Remediation Amount paid by Endo/Par constitutes restitution for 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. The Parties acknowledge, agree and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government or any other person or entity for the costs of any investigation or litigation; and that no portion of the Remediation Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments. The State and Participating Local Governments acknowledge, agree and understand that Endo/Par intends to allocate the cost of the Remediation Amount among the Released Entities using a reasonable basis. If reasonably requested by Endo/Par, the State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Amount as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Endo/Par. Endo/Par makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof.

- E. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Endo/Par in violation of applicable federal, state, or other laws.
- F. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- G. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- H. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- I. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- J. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof 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 hereof.

- K. *Most Favored Nations.* If, after execution of this Agreement, there is a collective resolution—through settlement, bankruptcy or other mechanism—of substantially all claims against Endo/Par brought by states, counties, and municipalities (a “Global Resolution”) under which, but for this Agreement, the West Virginia allocation would be greater than the Settlement Amount on a net present value basis, Endo/Par shall pay the difference between the Settlement Amount and the amount that would have been allocated to West Virginia under the terms and in accordance with any such Global Resolution.
- L. *Modification.* This Agreement may be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Endo/Par may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.
- M. *Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment.
- N. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto, except as provided herein. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- O. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- P. *Severability.* In the event any one or more provisions of this Settlement 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 Settlement Agreement.
- Q. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

Endo/Par:

Matthew J. Maletta  
 Executive Vice President  
 and Chief Legal Officer  
 Endo  
 1400 Atwater Drive

Malvern, PA 19355  
maletta.matthew@endo.com

Copy to Endo/Par's attorneys at:

Henninger S. Bullock  
Mayer Brown LLP  
1221 Avenue of the Americas  
New York, NY 10020  
hbullock@mayerbrown.com

Geoffrey M. Wyatt  
Skadden, Arps, Slate, Meagher & Flom LLP  
1440 New York Avenue  
Washington, DC 20005  
geoffrey.wyatt@skadden.com

For the State:

Vaughn T. Sizemore  
Deputy Attorney General  
Office of the Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
vaughn.t.sizemore@wvago.gov

Abby G. Cunningham  
Assistant Attorney General  
Office of the Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
abby.g.cunningham@wvago.gov

**APPROVED:**

Date: 3/30/2022

ENDO HEALTH SOLUTIONS INC.

By: 

Name: Blaise Coleman  
Title: President and CEO

Date: 3/30/2022

ENDO PHARMACEUTICALS INC.

By: 

Name: Blaise Coleman  
Title: President and CEO

Date: 3/30/2022

PAR PHARMACEUTICAL, INC.

By: 

Name: Blaise Coleman  
Title: President and CEO

Date: 3/30/22

THE STATE OF WEST VIRGINIA

By: 

Name: Patrick Morrissey  
Title: Attorney General

**EXHIBIT A****LIST OF LITIGATING LOCAL GOVERNMENTS AS OF THE EXECUTION DATE**

*List is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.*

**Counties**

Barbour County  
Berkeley County  
Boone County  
Braxton County  
Brooke County  
Cabell County  
Calhoun County  
Clay County  
Doddridge County  
Fayette County  
Gilmer County  
Grant County  
Greenbrier County  
Hancock County  
Hardy County  
Harrison County  
Jackson County  
Jefferson County  
Kanawha County  
Lewis County  
Lincoln County  
Logan County  
Marion County  
Marshall County  
Mason County  
McDowell County  
Mercer County  
Mineral County  
Mingo County  
Monongalia County  
Monroe County  
Morgan County  
Nicholas County  
Ohio County

Pendleton County  
 Pleasants County  
 Pocahontas County  
 Preston County  
 Putnam County  
 Raleigh County  
 Randolph County  
 Ritchie County  
 Roane County  
 Summers County  
 Taylor County  
 Tucker County  
 Tyler County  
 Upshur County  
 Wayne County  
 Webster County  
 Wetzel County  
 Wirt County  
 Wood County  
 Wyoming County

**Cities/Towns/Villages**

Addison (Webster Springs)  
 Barboursville  
 Beckley  
 Belington  
 Belle  
 Bluefield  
 Buckhannon  
 Ceredo  
 Chapmanville  
 Charles Town  
 Charleston  
 Chesapeake  
 Clarksburg  
 Clendenin  
 Delbarton  
 Dunbar  
 Eleanor  
 Elizabeth  
 Fairmont  
 Fort Gay  
 Gauley Bridge  
 Gilbert  
 Glenville

Grafton  
Granville  
Hamlin  
Harrisville  
Huntington  
Hurricane  
Junior  
Kenova  
Kermit  
Logan  
Madison  
Man  
Matewan  
Milton  
Montgomery  
Moundsville  
Mullens  
Nitro  
Oceana  
Parkersburg  
Philippi  
Point Pleasant  
Princeton  
Quinwood  
Rainelle  
Ravenswood  
Richwood  
Ripley  
Romney  
Rupert  
Smithers  
Sophia  
South Charleston  
Spencer  
St. Albans  
St. Marys  
Star City  
Summersville  
Sutton  
Vienna  
Wayne  
Weirton  
Welch  
West Hamlin  
White Sulphur Springs  
Whitesville

Williamson  
Williamstown  
Winfield

**EXHIBIT B**

## LIST OF WEST VIRGINIA COUNTIES, CITIES, TOWNS AND VILLAGES

**Counties**

Barbour County  
Berkeley County  
Boone County  
Braxton County  
Brooke County  
Cabell County  
Calhoun County  
Clay County  
Doddridge County  
Fayette County  
Gilmer County  
Grant County  
Greenbrier County  
Hampshire County  
Hancock County  
Hardy County  
Harrison County  
Jackson County  
Jefferson County  
Kanawha County  
Lewis County  
Lincoln County  
Logan County  
Marion County  
Marshall County  
Mason County  
McDowell County  
Mercer County  
Mineral County  
Mingo County  
Monongalia County  
Monroe County  
Morgan County  
Nicholas County  
Ohio County  
Pendleton County  
Pleasants County

Pocahontas County  
Preston County  
Putnam County  
Randolph County  
Raleigh County  
Ritchie County  
Roane County  
Summers County  
Taylor County  
Tucker County  
Tyler County  
Upshur County  
Wayne County  
Webster County  
Wetzel County  
Wirt County  
Wood County  
Wyoming County

**Class II Cities**

Beckley  
Charleston  
Clarksburg  
Fairmont  
Huntington  
Martinsburg  
Morgantown  
Parkersburg  
South Charleston  
St. Albans  
Vienna  
Weirton  
Wheeling

**Class III Cities**

Bethlehem  
Bluefield  
Bridgeport  
Buckhannon  
Charles Town  
Chester  
Dunbar  
Elkins  
Fayetteville

Follansbee  
Grafton  
Hinton  
Hurricane  
Kenova  
Keyser  
Kingwood  
Lewisburg  
Madison  
Milton  
Moorefield  
Moundsville  
New Martinsville  
Nitro  
Oak Hill  
Paden City  
Petersburg  
Philippi  
Pleasant Valley  
Point Pleasant  
Princeton  
Ranson  
Ravenswood  
Ripley  
Shinnston  
Spencer  
Summersville  
Welch  
Wellsburg  
Weston  
Westover  
White Sulphur Springs  
Williamson  
Winfield

**Class IV Towns and Villages**

Addison (Webster Springs)  
Albright  
Alderson  
Anawalt  
Anmoore  
Ansted  
Athens  
Auburn  
Bancroft

Barrackville  
Bath (Berkeley Springs)  
Bayard  
Beech Bottom  
Belington  
Belle  
Belmont  
Benwood  
Bethany  
Beverly  
Blacksville  
Bolivar  
Bradshaw  
Bramwell  
Brandonville  
Bruceton Mills  
Buffalo  
Burnsville  
Cairo  
Camden-On-Gauley  
Cameron  
Capon Bridge  
Carpendale  
Cedar Grove  
Ceredo  
Chapmanville  
Chesapeake  
Clay  
Clearview  
Clendenin  
Cowen  
Danville  
Davis  
Davy  
Delbarton  
Durbin  
East Bank  
Eleanor  
Elizabeth  
Elk Garden  
Ellenboro  
Fairview  
Falling Spring (Renick)  
Farmington  
Flatwoods  
Flemington

Fort Gay  
Franklin  
Friendly  
Gary  
Gassaway  
Gauley Bridge  
Gilbert  
Glasgow  
Glen Dale  
Glenville  
Grant Town  
Grantsville  
Granville  
Hambleton  
Hamlin  
Handley  
Harman  
Harpers Ferry  
Harrisville  
Hartford City  
Hedgesville  
Henderson  
Hendricks  
Hillsboro  
Hundred  
Huttonsville  
Jaeger  
Jane Lew  
Junior  
Kermit  
Keystone  
Kimball  
Leon  
Lester  
Logan  
Lost Creek  
Lumberport  
Mabscott  
Man  
Mannington  
Marlinton  
Marmet  
Mason  
Masontown  
Matewan  
Mcmechen

Meadow Bridge  
Middlebourne  
Mill Creek  
Mitchell Heights  
Monongah  
Montgomery  
Montrose  
Mount Hope  
Mullens  
New Cumberland  
New Haven  
Newburg  
North Hills  
Northfork  
Nutter Fort  
Oakvale  
Oceana  
Parsons  
Paw Paw  
Pax  
Pensboro  
Peterstown  
Piedmont  
Pine Grove  
Pineville  
Poca  
Pratt  
Pullman  
Quinwood  
Rainelle  
Reedsville  
Reedy  
Rhodell  
Richwood  
Ridgeley  
Rivesville  
Romney  
Ronceverte  
Rowlesburg  
Rupert  
Salem  
Sand Fork  
Shepherdstown  
Sistersville  
Smithers  
Smithfield

**Sophia  
St. Marys  
Star City  
Stonewood  
Sutton  
Sylvester  
Terra Alta  
Thomas  
Thurmond  
Triadelphia  
Tunnelton  
Union  
Valley Grove  
War  
Wardensville  
Wayne  
West Hamlin  
West Liberty  
West Logan  
West Milford  
West Union  
White Hall  
Whitesville  
Williamstown  
Windsor Heights  
Womelsdorf (Coalton)  
Worthington**

## EXHIBIT C

### **WEST VIRGINIA LOCAL GOVERNMENT ELECTION AND RELEASE FORM**

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par West Virginia State-Wide Opioid Settlement Agreement executed on March 30, 2022 (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 19-C-9000, in the Circuit Court of Kanawha County, West Virginia (the “Court”). To the extent the Participating Local Government has asserted Claims against Endo/Par in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government’s Action through the submission of the Consent Judgment as contemplated in the Agreement. If the Participating Local Government’s Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to Endo/Par and any other Released Entities within seven (7) business days of the Effective Date.

Dated: \_\_\_\_\_

[WEST VIRGINIA LOCAL GOVERNMENT]

By: \_\_\_\_\_

[NAME, TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

**EXHIBIT D**

## WEST VIRGINIA FIRST MEMORANDUM OF UNDERSTANDING

### General Principles

Whereas, the people of the State of West Virginia, its Local Governments and communities, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, certain Local Governments, through their elected representatives and counsel, and the State, through its Attorney General, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the public harms caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of West Virginia;

### Terms

The State and its Local Governments and communities, subject to the completion of formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements and Judgments described herein.

#### A. Definitions

As used in this Memorandum of Understanding:

1. "Approved Purpose(s)" shall mean evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction, to develop, promote and provide evidence-based substance use prevention strategies, to provide substance use avoidance and awareness education, to engage in enforcement to curtail the sale, distribution, promotion or use of opioids and other drugs, to decrease the oversupply of licit and illicit opioids and to support recovery from addiction to be performed by qualified providers as is further set forth in Exhibit A and Paragraph B(3) below.
2. "Court" is the West Virginia Mass Litigation Panel.
3. "Foundation Share" shall mean Opioid Funds allocated to the Foundation from any settlement or judgment.

4. **"Judgment" shall mean a final judgment or verdict in favor of any of the Parties in a judicial proceeding pending in either state or federal court (including Bankruptcy Court) which resolves legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant. Judgment shall not include any judgment on the claims of Cabell County and the City of Huntington which were previously tried in the United States District Court for the Southern District of West Virginia, or any judgment on any claims asserted by the State against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code § 9-7-6(c) or for Medicaid reimbursement.**
5. **"Local Government(s)" shall mean all counties, cities, villages, and towns located within the geographic boundaries of the State.**
6. **"Local Government Share" or "LG Share" shall mean Opioid Funds allocated directly to Local Governments from any settlement or judgment.**
7. **"Regional Share Calculation" shall mean each Region's share of Opioid Funds which shall be calculated by summing the individual percentage shares of the Local Governments set forth in Exhibit C for all of the subdivisions in the entire Region as defined in Exhibit B.**
8. **"Net Opioid Fund" is the Opioid Fund less the Opioid Seed Fund payment.**
9. **"Opioid Funds" shall mean monetary amounts obtained through a Settlement or Judgment as defined in this Memorandum of Understanding.**
10. **"Pharmaceutical Supply Chain" shall mean the process and channels through which opioids are manufactured, marketed, promoted, distributed, or dispensed.**
11. **"Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending in the United States District Court for the Northern District of Ohio, the proceedings before the West Virginia Mass Litigation Panel, styled In Re: Opioid Litigation, Civil Action No. 19-C-9000, and relates to conduct occurring prior to the date of this agreement. For the avoidance of doubt, the term Pharmaceutical Supply Chain Participant includes any parent or subsidiary company of any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, and any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, that seeks or has sought protection under the United States Bankruptcy Code.**

12. "Settlement" shall mean the negotiated resolution by any of the Parties, of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Parties. It does not include the Settlements the State and/or the West Virginia Attorney General entered into with any Pharmaceutical Supply Chain Participant prior to December 1, 2021. For the avoidance of doubt McKinsey is included. Settlement shall not include the claims of Cabell County and the City of Huntington, which were previously tried in the United States District Court for the Southern District of West Virginia or settlement of any claims asserted by the State and/or the West Virginia Attorney General against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code, § 9-7-6(c) or for Medicaid reimbursement.
13. "State Share" shall mean Opioid Funds allocated to the State from any settlement or judgment.
14. "The Parties" shall mean the State and the Local Governments.
15. "Regions" shall mean the division of the Local Governments into six (6) separate areas as set forth in Exhibit B.
16. "The State" shall mean the State of West Virginia acting through its Attorney General.
17. "West Virginia Seed Fund" shall be funded as set forth in Paragraph B(2)(a). The funds are available for use in proper creation and documentation of the West Virginia Opioid Foundation and to fund their start-up work, and subsequent operation.

**B. Settlement and Judgment Proceeds**

1. The Parties shall organize a private, nonstock, nonprofit corporation for the purposes of receiving and distributing West Virginia Opioid Funds as set forth in Section C. of this MOU ("Opioid Foundation").
2. The Parties shall allocate all Opioid Funds as follows:
  - a. Subject to relevant approvals, the State shall pay into the West Virginia Seed Fund the \$10,000,000 received from McKinsey & Company as a result of the February 3, 2021, consent judgment with the State.
  - b. All other Opioid Funds covered by the agreement shall be allocated as set forth below:

- i. 24.5% of the Net Opioid Funds shall be allocated as LG Shares. These LG Shares shall be allocated amongst the Local Governments using the default percentages set forth in Exhibit C. Each county and its inclusive municipalities must either: (a) ratify the default allocation; (b) reach an agreement altering the default allocation; or (c) submit to binding arbitration before Judge Christopher Wilkes (WVMLP Special Master) whose decision will be final and non-appealable.
  - ii. The Foundation will receive 72.5% of the Net Opioid Funds ("Foundation Share").
  - iii. The State shall receive 3% of the Net Opioid Funds ("State Share"), by and through the Attorney General, to be held in escrow for expenses incurred related to opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to Local Governments and 2% goes to the Opioid Foundation.
3. All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The LG Share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to one-half of the LG Share may be used to provide restitution for monies that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.
  4. In the event a Local Government merges, dissolves, or ceases to exist, the relevant shares for that Local Government shall be redistributed equitably based on the composition of the successor Local Government. If a Local Government for any reason is excluded from a specific Settlement or Judgment, the allocation percentage for that Local Government shall be redistributed among the participating Local Governments for that Settlement or Judgment.
  5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
  6. Funds obtained that are unrelated to any Settlement or Judgment with a Pharmaceutical Supply Chain Participant, including those received via grant, bequest, gift, or the like, may be directed to the Opioid Foundation and disbursed as set forth below.
  7. The Foundation Share shall be used for the benefit of the people of West Virginia consistent with the by-laws of the Foundation documents and this MOU.

8. Nothing in this MOU alters or changes the Parties' rights to pursue their own claims in litigation, subject to Paragraph E. Rather, the intent of this MOU is to join the Parties together regarding the distribution of the proceeds of settlements with or judgements against Pharmaceutical Supply Chain Participants for the benefit of all West Virginians and ensure that settlement monies are spent consistent with the Approved Purposes set forth in Exhibit A.
9. Any settlement, judgment and/or other remedy arising out of *City of Huntington v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01362) and/or *Cabell County Commission v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01665) pending in the United States District Court for the Southern District of West Virginia (Faber, J.) ("CT2") is specifically excluded from this MOU.

### **C. The Opioid Foundation**

1. The Parties shall create a private section 501(c)(3) Opioid Foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take advantage of economies of scale and will partner with the State to increase revenue streams.
2. Each Region shall create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the Regional Share Calculation. The Expert Panel may consult with and may make recommendations to Regions on projects, services and/or expenses to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects, services and/or expenses that will equitably serve the needs of the entire Region.
3. **Board Composition**

The Board will consist of 11 members comprising representation as follows:

- a. To represent the interests of the State, five appointees of the governor, subject to confirmation by the Senate. The five appointees are intended to be limited to one from any given Region. If special circumstances are shown, this provision may be waived by a vote of four of the six Local Government members.
- b. To represent the interests of the Local Governments, six members, with one member selected from each Region. The Local Governments in each Region shall make the selection of the board member to represent their region.

4. Board terms will be staggered three-year terms. Board members may be reappointed.
5. Board members shall serve as fiduciaries of the Foundation separate and distinct from any representational capacity of the entity appointing the Board Member. Members of any regional governing structure shall likewise serve as fiduciaries of their Region separate and distinct from any representational capacity of the entity appointing the member.
6. Members of the board should have expertise in a variety of disciplines, such as substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Drawing Board members from these disciplines will help to ensure that the Board will make appropriate and prudent investments in order to meet short-term and long-term goals.
7. Six members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a designee to attend and vote if the Board member is unavailable to attend a board meeting.
8. The Foundation shall have an Executive Director appointed by the Attorney General after consultation with the Board. The Board may reject the Attorney General's selection of the Executive Director only on the affirmative vote of eight members of the board. The Executive Director shall have at least six years' experience in healthcare, finance and management and will be responsible for the management, organization, and preservation of the public/private partnership's records. The Executive Director may be removed by the Board upon the concurrence of the votes of three-fourths of the members of the Board. The Executive Director shall have the right to attend all Board meetings unless otherwise excused but shall vote only in the event of a tie.
9. The Board shall appoint the Expert Panel. The Expert Panel should include experts in the fields of substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. The purpose of the Expert Panel is to assist the Board in making decisions about strategies for abating the opioid epidemic in local communities around the state. The Executive Director and any member of the Board shall have the right to attend all meetings of the Expert Panel.
10. The governance of the Board and the criteria to be established for disbursement of funds shall be guided by the recognition that expenditures should insure the efficient and effective abatement of the opioid epidemic, the enforcement of laws to curb the use of opioids, and the prevention of future addiction and substance misuse based upon an intensity and needs basis. All expenditures must be consistent with the categories of Approved Purposes as set forth in Exhibit A hereto.

11. **Disbursement of Foundation Share by the Board**
- a. **The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.**
  - b. **Funds for statewide programs, innovation, research, and education may also be expended by the Foundation from the Foundation Share, from the State Share (as directed by the State), or from sources other than Opioid Funds as provided below.**
  - c. **The Foundation shall spend 20% of its annual budget in the six regions during the Foundation's first seven years of funding to be divided according to each Region's fixed Regional Share Calculation. After seven years, all regional spending will be as set forth in Section 11(d), below. Regions may, after consulting with the Expert Panel, expend the sums received under this Section 11(c) for any Approved Purposes.**
  - d. **After the Regional Shares are distributed as set forth in Section 11(c), the Disbursement of Funds from the Foundation Share approved for disbursement by the Board for Approved Purposes shall be disbursed based on an evidence-based evaluation of need after consultation with the Expert Panel. The Parties do not intend to require any specific regional allocation of the Foundation Share other than those distributed pursuant to Paragraph 11(c).**
  - e. **Regions may collaborate with other Regions to submit joint proposals.**
  - f. **The proposed procedures shall set forth the role of the Expert Panel in advising the Regions and the Board concerning disbursements of Opioid Funds of the Foundation as set forth in this MOU.**
  - g. **Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, after receiving counsel from its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed annually. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from communities, entities, or regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid funds received by the Foundation; (e) investment income; and (f) long-term financial viability of the Foundation. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short-term strategies.**
12. **The Foundation, Expert Panel, and any other entities under the supervision of the Foundation, including the Regions, shall operate in a transparent manner. Meetings**

should be open. All operations of the Foundation and all Foundation supervised entities, including the Regions, shall be subject to audit and review by the Attorney General and/or other appropriate State officials.

13. Each Local Government shall submit an annual financial report to the Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year. A report for each Region shall be prepared no later than thirty days thereafter. Each Region's report shall incorporate the information disclosed in each Local Government's annual report generated pursuant to Section B(4), above. Each Region's report shall specify (i) the amount of Opioid Funds received, (ii) the amount of Opioid Funds disbursed or applied during the previous fiscal year, broken down by categories of Approved Uses (indicating the name of the recipient, the amount awarded, a description of the use of the award, and disbursement terms), and (iii) impact information measuring or describing the progress of the Approved Use strategies.
14. The Foundation shall publish a consolidated report detailing annual financial expenditures within 15 days of the last day of the state fiscal year covered by the report.
15. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
16. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property, government grants, private-sector donations, and cash in addition to the proceeds of the Litigation. These Non-Opioid additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest, or deposit consistent with the mission of the Foundation.

#### **D. Payment of Attorneys' Fees and Litigation Expenses**

Payment of all Attorneys' Fees and Litigation Expenses shall be awarded consistent with the orders of the Court and upon recommendation of Judge Christopher Wilkes (WVMLP Special Master). Such award shall be final and non-appealable.

#### **E. Authority to Negotiate and Announcing Resolution of Claims**

1. The Court has established three case tracks.
  - a. Manufacturers and Pharmacy claims are to be coordinated by the office of Attorney General Morrissey and his designated counsel. The Attorney General shall retain the authority over resolution of those claims after

consultation and coordination with Local Governments subject to Court approval.

- b. The Distributor Claims are to be coordinated by Co-Lead Counsel Paul Farrell, Jr. and Robert Fitzsimmons. The Co-Leads shall retain the authority over resolution of those claims after consultation and coordination with Local Governments and their counsel and the Attorney General and his designated counsel.

2. If there is any resolution of any claim before the Court, it will be announced and presented to the Court jointly by the Attorney General and the Local Governments for Approval.

#### **F. Amendments**

The Parties agree to make such amendments as necessary to implement the general principles of this MOU.

## EXHIBIT A

### SCHEDULE A - CORE STRATEGIES

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**").<sup>1</sup>

#### **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 services.

#### **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. 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.

#### **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 and co-occurring Opioid Use Disorder ("OUD") and other substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

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<sup>1</sup>As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

**D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME**

1. Expand comprehensive evidence-based treatment and recovery support for NAS babies;
2. Expand services for better continuation 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 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 expansion above.

**F. TREATMENT FOR INCARCERATED POPULATION**

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

**G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

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

**I. LAW ENFORCEMENT**

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

**J. RESEARCH**

Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction. Holistically seek to address the problem from a supply, demand, and educational perspective. Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

## **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:<sup>2</sup>

### **PART ONE: TREATMENT**

#### **A. TREAT OPIOID USE DISORDER (OUD)**

1. Support treatment of Opioid Use Disorder (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 SUB/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 intervention, treatment, and recovery services, offered by qualified professionals and service providers, including but not limited to faith-based organizations or peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. 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.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

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<sup>2</sup> As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

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. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SLTD 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.

11. 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.
12. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Development and dissemination of 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 following:

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

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage and support non-profits, faith-based communities, and community coalitions to support, house, and train people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact with 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.
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, the following:

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 OLTN treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (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 on-call teams to begin MAT in hospital emergency departments.
6. 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 and support non-profits and the faith-based 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, the following:

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:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. "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;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. 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 OLTD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, 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, 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, the following:

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. Training for obstetricians or other healthcare personnel that 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; 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 Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and childcare 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. 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. Fund 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, or other recognized Best Practice guidelines, 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. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. 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
  - c. 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. Increase electronic prescribing to prevent diversion or forgery.
8. Educate 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. Fund 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. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support 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. Engage and support non-profits and faith-based communities as systems to support prevention.
8. Fund 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 OPIOID-RELATED INJURIES**

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

1. Increase 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, and community 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. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop 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. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to 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.
11. Support 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. Educate 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 negative outcomes 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, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, 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, the following:

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

#### **L. RESEARCH**

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

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

**M. LAW ENFORCEMENT**

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

# EXHIBIT B. OPIOID REGIONAL MAP

**Region 1**

Brooke, Hancock, Ohio  
Marshall and Wetzel Counties

**Region 3**

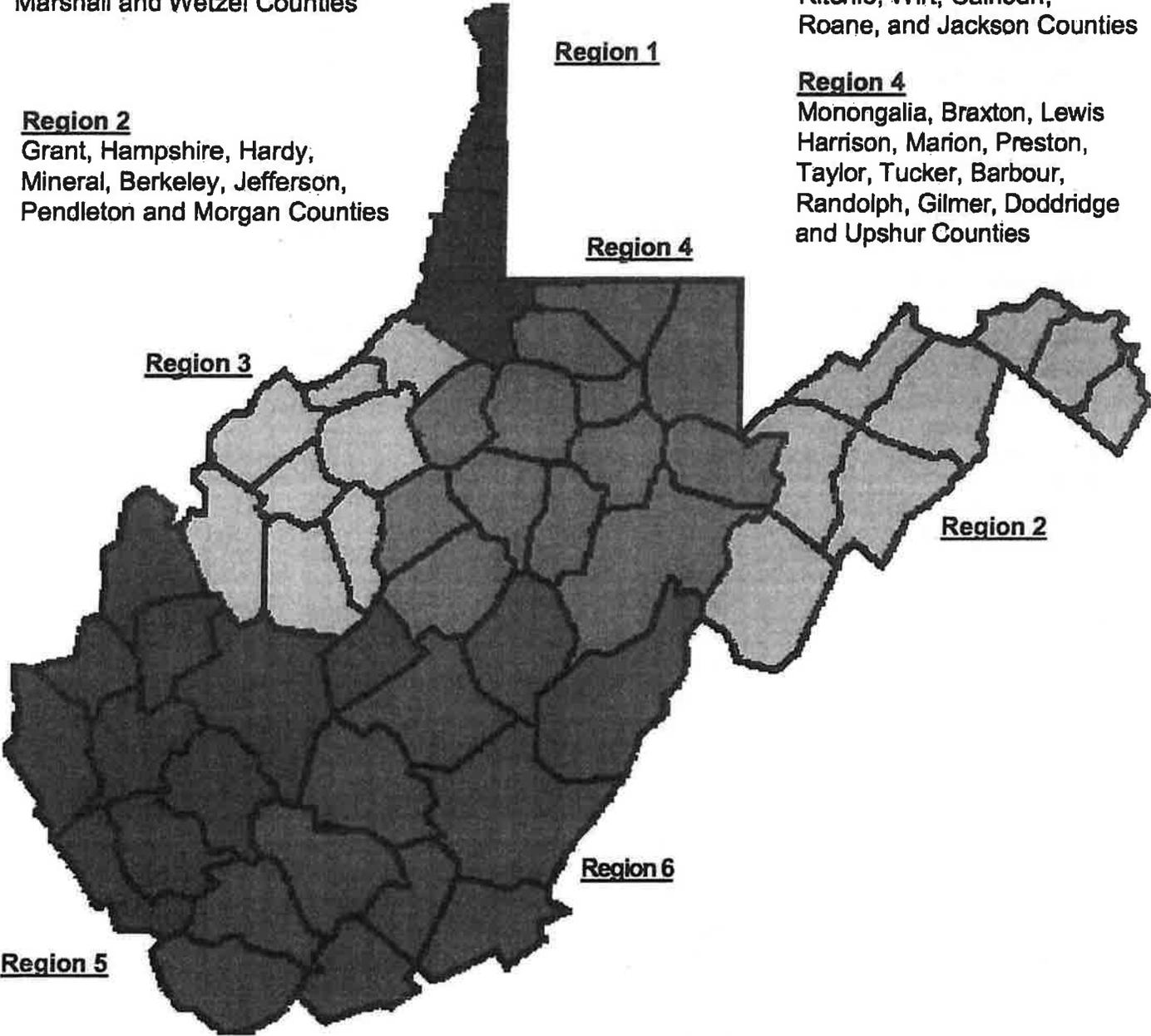
Wood, Tyler, Pleasants,  
Ritchie, Wirt, Calhoun,  
Roane, and Jackson Counties

**Region 2**

Grant, Hampshire, Hardy,  
Mineral, Berkeley, Jefferson,  
Pendleton and Morgan Counties

**Region 4**

Monongalia, Braxton, Lewis  
Harrison, Marion, Preston,  
Taylor, Tucker, Barbour,  
Randolph, Gilmer, Doddridge  
and Upshur Counties



**Region 5**

**Region 5**

Cabell, Clay, Boone, Kanawha,  
Lincoln, Logan, Putnam, Mason,  
Mingo, and Wayne Counties

**Region 6**

**Region 6**

Fayette, Monroe, Raleigh, Summers,  
Nicholas, Webster, Greenbrier,  
Pocahontas, Mercer, Wyoming, and  
McDowell Counties

## Exhibit C (Allocations to Subdivisions)

## Allocation to West Virginia Counties and Municipalities (NOT Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0191%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0037%
ANAWALT TOWN	MCDOWELL	0.0008%
ANMOORE TOWN	HARRISON	0.0083%
ANSTED TOWN	FAYETTE	0.0024%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0002%
BARBOUR COUNTY	BARBOUR	0.3900%
BARBOURSVILLE VILLAGE	CABELL	0.4372%
BARRACKVILLE TOWN	MARION	0.0016%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0068%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.7259%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0355%
BELLE TOWN	KANAWHA	0.0411%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0076%
BERKELEY COUNTY	BERKELEY	3.5839%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0020%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0003%
BLUEFIELD CITY	MERCER	0.1794%
BOLIVAR TOWN	JEFFERSON	0.0058%
BOONE COUNTY	BOONE	3.1744%
BRADSHAW TOWN	MCDOWELL	0.0012%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.5244%
BRIDGEPORT CITY	HARRISON	0.0761%
BROOKE COUNTY	BROOKE	1.0924%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1667%
BUFFALO TOWN	PUTNAM	0.0009%
BURNSVILLE TOWN	BRAXTON	0.0029%
CABELL COUNTY	CABELL	0.0000%

Revised 9/29/2020

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## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1767%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0003%
CAMERON CITY	MARSHALL	0.0021%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0024%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0008%
CEREDO CITY	WAYNE	0.1678%
CHAPMANVILLE TOWN	LOGAN	0.1592%
CHARLES TOWN CITY	JEFFERSON	0.2924%
CHARLESTON CITY	KANAWHA	6.7218%
CHESAPEAKE TOWN	KANAWHA	0.0180%
CHESTER CITY	HANCOCK	0.0077%
CLARKSBURG CITY	HARRISON	1.1365%
CLAY COUNTY	CLAY	0.3373%
CLAY TOWN	CLAY	0.0001%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0257%
COWEN TOWN	WEBSTER	0.0012%
DANVILLE TOWN	BOONE	0.0012%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0006%
DELBARTON TOWN	MINGO	0.0517%
DODDRIDGE COUNTY	DODDRIDGE	0.2312%
DUNBAR CITY	KANAWHA	0.2917%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0144%
ELIZABETH TOWN	WIRT	0.0048%
ELK GARDEN TOWN	MINERAL	0.0007%
ELKINS CITY	RANDOLPH	0.0321%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6852%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.6411%
FAYETTEVILLE TOWN	FAYETTE	0.1828%
FLATWOODS TOWN	BRAXTON	0.0007%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0123%
FORT GAY TOWN	WAYNE	0.0324%
FRANKLIN TOWN	PENDLETON	0.0014%
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0012%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
GASSAWAY TOWN	BRAXTON	0.0024%
GAULEY BRIDGE TOWN	FAYETTE	0.0531%
GILBERT TOWN	MINGO	0.0728%
GILMER COUNTY	GILMER	0.1919%
GLASGOW TOWN	KANAWHA	0.0016%
GLEN DALE CITY	MARSHALL	0.0050%
GLENVILLE TOWN	GILMER	0.0169%
GRAFTON CITY	TAYLOR	0.4640%
GRANT COUNTY	GRANT	0.3394%
GRANT TOWN TOWN	MARION	0.0109%
GRANTSVILLE TOWN	CALHOUN	0.0012%
GRANVILLE TOWN	MONONGALIA	0.1649%
GREENBRIER COUNTY	GREENBRIER	1.4386%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0703%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0869%
HANCOCK COUNTY	HANCOCK	1.6106%
HANDLEY TOWN	KANAWHA	0.0007%
HARDY COUNTY	HARDY	0.2815%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0095%
HARRISON COUNTY	HARRISON	1.3251%
HARRISVILLE TOWN	RITCHIE	0.0045%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.4106%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	0.0000%
HURRICANE CITY	PUTNAM	0.2140%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0006%
JACKSON COUNTY	JACKSON	0.8319%
JANE LEW TOWN	LEWIS	0.0010%
JEFFERSON COUNTY	JEFFERSON	1.7496%
JUNIOR TOWN	BARBOUR	0.0036%
KANAWHA COUNTY	KANAWHA	3.6016%
KENOVA CITY	WAYNE	0.2064%
KERMIT TOWN	MINGO	0.0294%
KEYSER CITY	MINERAL	0.0078%
KEYSTONE CITY	MCDOWELL	0.0018%
KIMBALL TOWN	MCDOWELL	0.0020%
KINGWOOD CITY	PRESTON	0.0046%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0310%
LEWIS COUNTY	LEWIS	0.4053%
LEWISBURG CITY	GREENBRIER	0.3917%
LINCOLN COUNTY	LINCOLN	1.3818%
LOGAN CITY	LOGAN	0.4429%
LOGAN COUNTY	LOGAN	3.7315%
LOST CREEK TOWN	HARRISON	0.0001%
LUMBERPORT TOWN	HARRISON	0.0027%
MABSCOTT TOWN	RALEIGH	0.0512%
MADISON CITY	BOONE	0.0578%
MAN TOWN	LOGAN	0.0025%
MANNINGTON CITY	MARION	0.0030%
MARION COUNTY	MARION	1.0540%
MARLINTON TOWN	POCAHONTAS	0.0009%
MARMET CITY	KANAWHA	0.0061%
MARSHALL COUNTY	MARSHALL	0.8648%
MARTINSBURG CITY	BERKELEY	3.5343%
MASON COUNTY	MASON	1.3496%
MASON TOWN	MASON	0.0028%
MASONTOWN TOWN	PRESTON	0.0008%
MATEWAN TOWN	MINGO	0.0718%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	3.2036%
MCMECHEN CITY	MARSHALL	0.0079%
MEADOW BRIDGE TOWN	FAYETTE	0.0005%
MERCER COUNTY	MERCER	0.3738%
MIDDLEBOURNE TOWN	TYLER	0.0003%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1485%
MINERAL COUNTY	MINERAL	0.8526%
MINGO COUNTY	MINGO	2.9452%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0028%
MONONGALIA COUNTY	MONONGALIA	1.4987%
MONROE COUNTY	MONROE	0.5766%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.1004%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0092%
MORGAN COUNTY	MORGAN	0.7095%
MORGANTOWN CITY	MONONGALIA	0.1330%
MOUNDSVILLE CITY	MARSHALL	0.3175%
MOUNT HOPE CITY	FAYETTE	0.0918%
MULLENS CITY	WYOMING	0.3675%
NEW CUMBERLAND CITY	HANCOCK	0.0034%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
NEW HAVEN TOWN	MASON	0.0057%
NEW MARTINSVILLE CITY	WETZEL	0.0019%
NEWBURG TOWN	PRESTON	0.0012%
NICHOLAS COUNTY	NICHOLAS	0.2115%
NITRO CITY	KANAWHA/PUTNAM	0.2710%
NORTH HILLS TOWN	WOOD	0.0016%
NORTHFORK TOWN	MCDOWELL	0.0006%
NUTTER FORT TOWN	HARRISON	0.1025%
OAK HILL CITY	FAYETTE	0.3993%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.3269%
OHIO COUNTY	OHIO	0.5595%
PADEN CITY CITY	WETZEL/TYLER	0.0073%
PARKERSBURG CITY	WOOD	1.7126%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0019%
PAX TOWN	FAYETTE	0.0083%
PENDLETON COUNTY	PENDLETON	0.1789%
PENNSBORO CITY	RITCHIE	0.0004%
PETERSBURG CITY	GRANT	0.0012%
PETERSTOWN TOWN	MONROE	0.0014%
PHILIPPI CITY	BARBOUR	0.0919%
PIEDMONT TOWN	MINERAL	0.0007%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1284%
PLEASANT VALLEY CITY	MARION	0.0011%
PLEASANTS COUNTY	PLEASANTS	0.1406%
POCA TOWN	PUTNAM	0.0003%
POCAHONTAS COUNTY	POCAHONTAS	0.3759%
POINT PLEASANT CITY	MASON	0.1406%
PRATT TOWN	KANAWHA	0.0014%
PRESTON COUNTY	PRESTON	0.8811%
PRINCETON CITY	MERCER	4.6088%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.7741%
QUINWOOD TOWN	GREENBRIER	0.0182%
RAINELLE TOWN	GREENBRIER	0.0266%
RALEIGH COUNTY	RALEIGH	5.5343%
RANDOLPH COUNTY	RANDOLPH	0.7294%
RANSON CORPORATION	JEFFERSON	0.0234%
RAVENSWOOD CITY	JACKSON	0.0959%
REEDSVILLE TOWN	PRESTON	0.0007%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0014%
RICHWOOD CITY	NICHOLAS	0.0103%

**Exhibit C (Allocations to Subdivisions)**

Government Name	County	WV Share (%)
RIDGELEY TOWN	MINERAL	0.0027%
RIPLEY CITY	JACKSON	0.0921%
RITCHIE COUNTY	RITCHIE	0.2018%
RIVESVILLE TOWN	MARION	0.0010%
ROANE COUNTY	ROANE	0.5653%
ROMNEY CITY	HAMPSHIRE	0.0614%
RONCEVERTE CITY	GREENBRIER	0.0960%
ROWLESBURG TOWN	PRESTON	0.0024%
RUPERT TOWN	GREENBRIER	0.0073%
SALEM CITY	HARRISON	0.0042%
SAND FORK TOWN	GILMER	0.0003%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0088%
SHINNSTON CITY	HARRISON	0.1066%
SISTERSVILLE CITY	TYLER	0.2085%
SMITHERS CITY	FAYETTE/KANAWHA	0.0383%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0409%
SOUTH CHARLESTON CITY	KANAWHA	0.9750%
SPENCER CITY	ROANE	0.0646%
ST. ALBANS CITY	KANAWHA	0.4843%
ST. MARYS CITY	PLEASANTS	0.0623%
STAR CITY TOWN	MONONGALIA	0.0414%
STONEWOOD CITY	HARRISON	0.0478%
SUMMERS COUNTY	SUMMERS	0.3559%
SUMMERSVILLE CITY	NICHOLAS	1.6957%
SUTTON TOWN	BRAXTON	0.0210%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0431%
TERRA ALTA TOWN	PRESTON	0.0015%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1255%
TUNNELTON TOWN	PRESTON	0.0006%
TYLER COUNTY	TYLER	0.0204%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.5108%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2838%
WAR CITY	MCDOWELL	0.0020%
WARDENSVILLE TOWN	HARDY	0.0013%
WAYNE COUNTY	WAYNE	2.3586%
WAYNE TOWN	WAYNE	0.0356%
WEBSTER COUNTY	WEBSTER	0.3765%
WEIRTON CITY	HANCOCK/BROOKE	1.3728%

**Exhibit C (Allocations to Subdivisions)**

<b>Government Name</b>	<b>County</b>	<b>WV Share (%)</b>
WELCH CITY	MCDOWELL	0.1195%
WELLSBURG CITY	BROOKE	0.0069%
WEST HAMLIN TOWN	LINCOLN	0.0380%
WEST LIBERTY TOWN	OHIO	0.0025%
WEST LOGAN TOWN	LOGAN	0.0162%
WEST MILFORD TOWN	HARRISON	0.0015%
WEST UNION TOWN	DODDRIDGE	0.0007%
WESTON CITY	LEWIS	0.0096%
WESTOVER CITY	MONONGALIA	0.0094%
WETZEL COUNTY	WETZEL	0.4889%
WHEELING CITY	OHIO/MARSHALL	1.0692%
WHITE HALL TOWN	MARION	0.0028%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1585%
WHITESVILLE TOWN	BOONE	0.0148%
WILLIAMSON CITY	MINGO	0.3916%
WILLIAMSTOWN CITY	WOOD	0.0567%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WI NFIELD TOWN	PUTNAM	0.0307%
WIRT COUNTY	WIRT	0.1075%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0010%
WOOD COUNTY	WOOD	1.0924%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	4.0024%
<b>Totals</b>		<b>100.0000%</b>

## Exhibit C (Allocations to Subdivisions)

## Allocation to West Virginia Counties and Municipalities (Including Cabell County and Huntington)

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0174%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0034%
ANAWALT TOWN	MCDOWELL	0.0007%
ANMOORE TOWN	HARRISON	0.0076%
ANSTED TOWN	FAYETTE	0.0022%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0001%
BARBOUR COUNTY	BARBOUR	0.3541%
BARBOURSVILLE VILLAGE	CABELL	0.3969%
BARRACKVILLE TOWN	MARION	0.0015%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0062%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.3824%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0322%
BELLE TOWN	KANAWHA	0.0373%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0070%
BERKELEY COUNTY	BERKELEY	3.2534%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0018%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0002%
BLUEFIELD CITY	MERCER	0.1629%
BOLIVAR TOWN	JEFFERSON	0.0053%
BOONE COUNTY	BOONE	2.8817%
BRADSHAW TOWN	MCDOWELL	0.0011%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.4761%
BRIDGEPORT CITY	HARRISON	0.0694%
BROOKE COUNTY	BROOKE	0.9916%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1513%
BUFFALO TOWN	PUTNAM	0.0008%
BURNSVILLE TOWN	BRAXTON	0.0026%

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**Exhibit C (Allocations to Subdivisions)**

Government Name	County	WV Share (%)
CABELL COUNTY	CABELL	3.2406%
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1604%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0002%
CAMERON CITY	MARSHALL	0.0019%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0022%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0007%
CEREDO CITY	WAYNE	0.1523%
CHAPMANVILLE TOWN	LOGAN	0.1445%
CHARLES TOWN CITY	JEFFERSON	0.2655%
CHARLESTON CITY	KANAWHA	6.1020%
CHESAPEAKE TOWN	KANAWHA	0.0163%
CHESTER CITY	HANCOCK	0.0070%
CLARKSBURG CITY	HARRISON	1.0317%
CLAY COUNTY	CLAY	0.3062%
CLAY TOWN	CLAY	0.0000%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0233%
COWEN TOWN	WEBSTER	0.0011%
DANVILLE TOWN	BOONE	0.0011%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0005%
DELBARTON TOWN	MINGO	0.0469%
DODDRIDGE COUNTY	DODDRIDGE	0.2099%
DUNBAR CITY	KANAWHA	0.2648%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0131%
ELIZABETH TOWN	WIRT	0.0043%
ELK GARDEN TOWN	MINERAL	0.0006%
ELKINS CITY	RANDOLPH	0.0293%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6220%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.4898%
FAYETTEVILLE TOWN	FAYETTE	0.1659%
FLATWOODS TOWN	BRAXTON	0.0006%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0112%
FORT GAY TOWN	WAYNE	0.0294%
FRANKLIN TOWN	PENDLETON	0.0013%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0011%
GASSAWAY TOWN	BRAXTON	0.0022%
GAULEY BRIDGE TOWN	FAYETTE	0.0482%
GILBERT TOWN	MINGO	0.0661%
GILMER COUNTY	GILMER	0.1742%
GLASGOW TOWN	KANAWHA	0.0015%
GLEN DALE CITY	MARSHALL	0.0045%
GLENVILLE TOWN	GILMER	0.0153%
GRAFTON CITY	TAYLOR	0.4212%
GRANT COUNTY	GRANT	0.3081%
GRANT TOWN TOWN	MARION	0.0099%
GRANTSVILLE TOWN	CALHOUN	0.0011%
GRANVILLE TOWN	MONONGALIA	0.1497%
GREENBRIER COUNTY	GREENBRIER	1.3059%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0638%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0793%
HANCOCK COUNTY	HANCOCK	1.4621%
HANDLEY TOWN	KANAWHA	0.0006%
HARDY COUNTY	HARDY	0.2555%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0086%
HARRISON COUNTY	HARRISON	1.2029%
HARRISVILLE TOWN	RITCHIE	0.0041%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.3727%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	5.9777%
HURRICANE CITY	PUTNAM	0.1943%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0005%
JACKSON COUNTY	JACKSON	0.7552%
JANE LEW TOWN	LEWIS	0.0009%
JEFFERSON COUNTY	JEFFERSON	1.5882%
JUNIOR TOWN	BARBOUR	0.0032%
KANAWHA COUNTY	KANAWHA	3.2694%
KENOVA CITY	WAYNE	0.1874%
KERMIT TOWN	MINGO	0.0267%
KEYSER CITY	MINERAL	0.0072%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
KEYSTONE CITY	MCDOWELL	0.0016%
KIMBALL TOWN	MCDOWELL	0.0019%
KINGWOOD CITY	PRESTON	0.0042%
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0281%
LEWIS COUNTY	LEWIS	0.3679%
LEWISBURG CITY	GREENBRIER	0.3556%
LINCOLN COUNTY	LINCOLN	1.2544%
LOGAN CITY	LOGAN	0.4020%
LOGAN COUNTY	LOGAN	3.3874%
LOST CREEK TOWN	HARRISON	0.0000%
LUMBERPORT TOWN	HARRISON	0.0025%
MABSCOTT TOWN	RALEIGH	0.0465%
MADISON CITY	BOONE	0.0525%
MAN TOWN	LOGAN	0.0023%
MANNINGTON CITY	MARION	0.0028%
MARION COUNTY	MARION	0.9568%
MARLINTON TOWN	POCAHONTAS	0.0008%
MARMET CITY	KANAWHA	0.0055%
MARSHALL COUNTY	MARSHALL	0.7851%
MARTINSBURG CITY	BERKELEY	3.2084%
MASON COUNTY	MASON	1.2251%
MASON TOWN	MASON	0.0026%
MASONTOWN TOWN	PRESTON	0.0007%
MATEWAN TOWN	MINGO	0.0652%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	2.9082%
MCMECHEN CITY	MARSHALL	0.0072%
MEADOW BRIDGE TOWN	FAYETTE	0.0004%
MERCER COUNTY	MERCER	0.3393%
MIDDLEBOURNE TOWN	TYLER	0.0002%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1348%
MINERAL COUNTY	MINERAL	0.7740%
MINGO COUNTY	MINGO	2.6736%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0026%
MONONGALIA COUNTY	MONONGALIA	1.3605%
MONROE COUNTY	MONROE	0.5234%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.0912%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0084%
MORGAN COUNTY	MORGAN	0.6441%
MORGANTOWN CITY	MONONGALIA	0.1213%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
MOUNDSVILLE CITY	MARSHALL	0.2882%
MOUNT HOPE CITY	FAYETTE	0.0834%
MULLENS CITY	WYOMING	0.3336%
NEW CUMBERLAND CITY	HANCOCK	0.0031%
NEW HAVEN TOWN	MASON	0.0052%
NEW MARTINSVILLE CITY	WETZEL	0.0018%
NEWBURG TOWN	PRESTON	0.0011%
NICHOLAS COUNTY	NICHOLAS	0.1920%
NITRO CITY	KANAWHA/PUTNAM	0.2460%
NORTH HILLS TOWN	WOOD	0.0015%
NORTHFORK TOWN	MCDOWELL	0.0005%
NUTTER FORT TOWN	HARRISON	0.0930%
OAK HILL CITY	FAYETTE	0.3625%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.2967%
OHIO COUNTY	OHIO	0.5079%
PADEN CITY CITY	WETZEL/TYLER	0.0067%
PARKERSBURG CITY	WOOD	1.5547%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0017%
PAX TOWN	FAYETTE	0.0076%
PENDLETON COUNTY	PENDLETON	0.1624%
PENNSBORO CITY	RITCHIE	0.0003%
PETERSBURG CITY	GRANT	0.0011%
PETERSTOWN TOWN	MONROE	0.0013%
PHILIPPI CITY	BARBOUR	0.0834%
PIEDMONT TOWN	MINERAL	0.0006%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1165%
PLEASANT VALLEY CITY	MARION	0.0010%
PLEASANTS COUNTY	PLEASANTS	0.1276%
POCA TOWN	PUTNAM	0.0002%
POCAHONTAS COUNTY	POCAHONTAS	0.3412%
POINT PLEASANT CITY	MASON	0.1276%
PRATT TOWN	KANAWHA	0.0013%
PRESTON COUNTY	PRESTON	0.7999%
PRINCETON CITY	MERCER	4.1839%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.6105%
QUI NWOOD TOWN	GREENBRIER	0.0165%
RAINELLE TOWN	GREENBRIER	0.0241%
RALEIGH COUNTY	RALEIGH	5.0240%
RANDOLPH COUNTY	RANDOLPH	0.6622%
RANSON CORPORATION	JEFFERSON	0.0214%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RAVENSWOOD CITY	JACKSON	0.0870%
REEDSVILLE TOWN	PRESTON	0.0006%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0013%
RICHWOOD CITY	NICHOLAS	0.0093%
RIDGELEY TOWN	MINERAL	0.0024%
RIPLEY CITY	JACKSON	0.0836%
RITCHIE COUNTY	RITCHIE	0.1832%
RIVESVILLE TOWN	MARION	0.0009%
ROANE COUNTY	ROANE	0.5132%
ROMNEY CITY	HAMPSHIRE	0.0557%
RONCEVERTE CITY	GREENBRIER	0.0871%
ROWLESBURG TOWN	PRESTON	0.0022%
RUPERT TOWN	GREENBRIER	0.0066%
SALEM CITY	HARRISON	0.0038%
SAND FORK TOWN	GILMER	0.0002%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0080%
SHINNSTON CITY	HARRISON	0.0968%
SISTERSVILLE CITY	TYLER	0.1893%
SMITHERS CITY	FAYETTE/KANAWHA	0.0348%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0371%
SOUTH CHARLESTON CITY	KANAWHA	0.8851%
SPENCER CITY	ROANE	0.0586%
ST. ALBANS CITY	KANAWHA	0.4397%
ST. MARYS CITY	PLEASANTS	0.0565%
STAR CITY TOWN	MONONGALIA	0.0376%
STONEWOOD CITY	HARRISON	0.0434%
SUMMERS COUNTY	SUMMERS	0.3231%
SUMMERSVILLE CITY	NICHOLAS	1.5393%
SUTTON TOWN	BRAXTON	0.0191%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0391%
TERRA ALTA TOWN	PRESTON	0.0014%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1140%
TUNNELTON TOWN	PRESTON	0.0005%
TYLER COUNTY	TYLER	0.0185%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.4637%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2577%

## Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
WAR CITY	MCDOWELL	0.0018%
WARDENSVILLE TOWN	HARDY	0.0012%
WAYNE COUNTY	WAYNE	2.1411%
WAYNE TOWN	WAYNE	0.0323%
WEBSTER COUNTY	WEBSTER	0.3418%
WEIRTON CITY	HANCOCK/BROOKE	1.2462%
WELCH CITY	MCDOWELL	0.1085%
WELLSBURG CITY	BROOKE	0.0063%
WEST HAMLIN TOWN	LINCOLN	0.0345%
WEST LIBERTY TOWN	OHIO	0.0023%
WEST LOGAN TOWN	LOGAN	0.0147%
WEST MILFORD TOWN	HARRISON	0.0014%
WEST UNION TOWN	DODDRIDGE	0.0006%
WESTON CITY	LEWIS	0.0088%
WESTOVER CITY	MONONGALIA	0.0086%
WETZEL COUNTY	WETZEL	0.4438%
WHEELING CITY	OHIO/MARSHALL	0.9706%
WHITE HALL TOWN	MARION	0.0025%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1439%
WHITESVILLE TOWN	BOONE	0.0134%
WILLIAMSON CITY	MINGO	0.3555%
WILLIAMSTOWN CITY	WOOD	0.0515%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WINFIELD TOWN	PUTNAM	0.0279%
WIRT COUNTY	WIRT	0.0976%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0009%
WOOD COUNTY	WOOD	0.9917%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	3.6334%
<b>Totals</b>		<b>100.0000%</b>

## **EXHIBIT E**

### **INJUNCTIVE RELIEF**

#### **I. Definitions**

- A. “Cancer-Related Pain Care” means care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
- B. “End-of-Life Care” means care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
- C. “Endo” shall mean Endo Health Solutions Inc. (“EHSI”), Endo Pharmaceuticals Inc. (“EPI”), Par Pharmaceutical, Inc. (“PPI”) and all of their parents, subsidiaries, predecessors, successors, joint ventures, divisions, assigns, officers, directors, agents, partners, principals, current employees, and affiliates acting on behalf of EHSI, EPI and/or PPI in the United States.
- D. “Downstream Customer Data” shall mean transaction information that Endo collects relating to its direct customers’ sales to downstream customers, including chargeback data tied to Endo providing certain discounts, “867 data” and IQVIA data.
- E. “Health Care Provider” shall mean any U.S.-based physician or other health care practitioner who is licensed to provide health care services and/or prescribe pharmaceutical products and any medical facility, practice, hospital, clinic or pharmacy.
- F. “Including but not limited to”, when followed by a list or examples, shall mean that list or examples are illustrative instances only and shall not be read to be restrictive.
- G. “In-Kind Support” shall mean payment or assistance in the form of goods, commodities, services, or anything else of value.
- H. “Lobby” and “Lobbying” shall have the same meaning as “lobbying activities” and “lobbying contacts” under the federal lobbying disclosure act, 2 U.S.C. § 1602 et seq., under W. Va. Code §§ 6B-3-1, et seq. and any other analogous state or local provisions governing the person or entity being lobbied in that particular state or locality. As used in this document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.

- I. “Opioid(s)” shall mean all natural, semi-synthetic, or synthetic chemicals that interact with opioid receptors and act like opium. For the avoidance of doubt, the term Opioid shall not include the opioid antagonists naloxone or naltrexone.
- J. “Opioid Product(s)” shall mean all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (“FDA”) and listed by the Drug Enforcement Administration (“DEA”) as Schedule II, III, or IV pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone, buprenorphine, or other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (“APIs”) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.
- K. “OUD” shall mean opioid use disorder defined in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5), as updated or amended.
- L. “Promote,” “Promoting,” “Promotion,” and “Promotional” shall mean dissemination of information or other practices intended or reasonably anticipated to increase sales or prescriptions, or that attempts to influence prescribing practices of Health Care Providers in the United States.
- M. “Qualified Researcher” shall mean any researcher holding a faculty appointment or research position at an institution of higher education, a research organization, a nonprofit organization, or a government agency.
- N. “Suspicious Order” shall have the same meaning as provided by the Controlled Substances Act, 21 U.S.C. §§ 801-904, and the regulations promulgated thereunder and analogous West Virginia state laws and regulations.
- O. “Third Party” shall mean any person or entity other than Endo or a government entity.
- P. “Treatment of Pain” shall mean the provision of therapeutic modalities to alleviate or reduce pain.
- Q. “Unbranded Information” shall mean any information that does not identify a specific branded or generic product(s).

## II. Injunctive Relief

### A. General Provisions

1. Endo shall not make any written or oral statement about Opioids or any Opioid Product that is false, misleading, and/or deceptive as defined under the law of West Virginia.
2. Endo shall not represent that Opioids or any Opioid Products have approvals, characteristics, uses, benefits, or qualities that they do not have.

**B. Ban on Promotion**

1. Endo shall not engage in Promotion of Opioids or Opioid Products, including but not limited to, by:
  - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers, patients, or persons involved in determining the Opioid Products included in formularies;
  - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
  - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioids or Opioid Products;
  - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
  - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
  - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; or
  - g. Engaging in Internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an Internet search or otherwise be more visible or more accessible to the public on the Internet.

2. Notwithstanding subsection II.B.1 directly above, Endo may:
- a. Maintain a corporate website;
  - b. Maintain a website that contains principally the following content for any Opioid Product: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;
  - c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in the state where the information is provided;
  - d. Provide the following by mail, electronic mail, on or through Endo's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in the state where the information is provided;
  - e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA's Draft Guidance for Industry, Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices (Dec. 2011), as updated or amended by the FDA, and Guidance for Industry, Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices (Jan. 2009), as updated or amended by the FDA;
  - f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;
  - g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, Drug and Device Manufacturer Communications With Payors,

Formulary Committees, and Similar Entities (Jan. 2018), as updated or amended by the FDA;

- h. Provide information relating solely to the pricing of any Opioid Product;
  - i. Provide information, through a product catalog or similar means, related to an Opioid or Opioid Product, including, without limitation, pricing information, weight, color, shape, packaging size, type, reference listed drug, National Drug Code (“NDC”) label, and such other descriptive information (including information set forth in a standard IHealthcare Distribution Alliance Form or technical data sheet and the FDA approval letter) sufficient to identify the products available, to place an order for a product, and to allow the product to be loaded into a customer’s inventory and ordering system or Third Party pricing compendia;
  - j. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Endo as the source of the information; and
  - k. Provide rebates, discounts, and other customary pricing adjustments to DEA-registered customers and contracting intermediaries, such as Buying Groups, Group Purchasing Organizations, and Pharmacy Benefit Managers, except as prohibited by Section II.G.
3. Endo shall not engage in the following specific Promotional activity relating to any products indicated for the treatment of Opioid-induced side effects (for the avoidance of doubt, “Opioid-induced side effects” does not include addiction to Opioids or Opioid Products):
- a. Employing or contracting with sales representatives or other persons to Promote products indicated for the treatment of Opioid-induced side effects to Health Care Providers or patients;
  - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote products indicated for the treatment of Opioid-induced side effects;
  - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote products indicated for the treatment of Opioid-induced side effects; or
  - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote products indicated for the treatment of Opioid-induced side effects, including but not

limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.

4. Notwithstanding subsection II.B.3 directly above, Endo may Promote products for the treatment of Opioid-induced side effects (i) so long as such Promotion does not associate the product with Opioids or Opioid Products, or (ii) where such Promotion concerns a product's indication to reverse overdoses and/or treat Opioid addiction. Nothing herein shall prevent Endo from linking to the FDA label associated with a product.
5. Treatment of Pain
  - a. Endo shall not, either through Endo or through Third Parties, engage in Promotion of the Treatment of Pain in a manner that encourages the utilization of Opioids or Opioid Products.
  - b. Endo shall not, either through Endo or through Third Parties, Promote the concept that pain is undertreated in a manner that encourages the utilization of Opioids or Opioid Products.
  - c. Endo shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or otherwise Promotes Opioids or Opioid Products.
6. Notwithstanding subsection II.B.5 directly above, Endo may Promote or provide educational information about the Treatment of Pain with non-Opioid products or therapies, including Promoting or providing educational information about such non-Opioid products or therapies as alternatives to Opioid use, or as part of multimodal therapy which may include Opioid use, so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.
7. Nothing herein shall prevent Endo from sponsoring or providing financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy ("REMS") program or other federal or state law or regulation applicable in the state where the program is provided through an independent Third Party, which shall be responsible for the continuing medical education program's content without the participation of Endo.

C. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Endo shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products. For the avoidance of doubt, this provision shall not prohibit financial incentives (e.g., customary raises or

bonuses) based on the performance of the overall company or business segment, as measured by EBITDA, revenue, cash flow, or other similar financial metrics.

2. Endo shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly, to or from any person in return for the prescribing, sale, or use of an Opioid Product. For the avoidance of doubt, this provision shall not prohibit rebates or chargebacks to the extent permitted by other sections of this Consent Judgment.
3. Endo's compensation policies and procedures shall ensure compliance with this Consent Judgment.

D. Ban on Funding/Grants to Third Parties

1. Endo shall not, directly or indirectly, provide financial support or In-Kind Support to any Third Party for Promotion of or education about Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects (subject to subsections II.B.2, 4, 6 and 7). For the avoidance of doubt, this provision does not prohibit support expressly allowed by this Consent Judgment or required by a federal or state agency.
2. Endo shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids or Opioid Products.
3. Endo shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects (subject to subsections II.B.2, 4, 6 and 7).
4. Endo shall not use, assist, or employ any Third Party to engage in any activity that Endo itself would be prohibited from engaging in pursuant to this Consent Judgment.
5. Endo shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or reasonably foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.
6. Endo shall not compensate or provide In-Kind Support to Health Care Providers (other than Endo employees) or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payers, *i.e.*, any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care

organizations and pharmacy benefit managers. Nothing in this provision, however, prohibits Endo from using independent contractors who operate under the direction of Endo to provide information to a payor, formulary committee, or other similar entity as permitted in subsection II.B.2 provided that any such persons are bound by the terms of this Consent Judgment. Nor does this provision prohibit the payment of customary rebates or other pricing concessions to third-party payers, including state Medicaid programs, as part of an overall pricing agreement.

7. No officer or management-level employee (vice president-level or above) of Endo may concurrently serve as a director, board member, employee, agent, or officer of any entity other than Endo International plc or a direct or indirect wholly-owned subsidiary thereof, that primarily engages in conduct that Promotes Opioids, Opioid Products, or products indicated for the treatment of Opioid-related side effects. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Endo from concurrently serving on the board of a hospital.
8. Endo shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or products indicated for the treatment of Opioid-induced side effects. For the avoidance of doubt, nothing in this paragraph shall prohibit Endo from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or board member at any such entity.
9. For the avoidance of doubt:
  - a. Nothing in this Section II.D shall be construed or used to prohibit Endo from providing financial or In-Kind Support to:
    - i. medical societies and patient advocate groups, who are principally involved in issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose; or
    - ii. universities, medical institutions, or hospitals, for the purpose of addressing, or providing education on, issues relating to (I) the treatment of OUD; (II) the prevention, education and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose.

- b. The prohibitions in this Section II.D shall not apply to engagement with Third Parties based on activities related to (i) medications with an FDA-approved label that lists only the treatment of opioid abuse, addiction, dependence and/or overdose as their “indications and usage,” to the extent they are sold to addiction treatment facilities; (ii) raw materials, APIs and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials, APIs and/or immediate precursors are sold or marketed exclusively to DEA registrants or sold outside the United States or its territories; or (iii) education warning about drug abuse or promoting prevention or treatment of drug misuse.
- c. Endo will be in compliance with subsections II.D.2 and II.D.3 with respect to support of an individual Third Party to the extent that the State of West Virginia determines that such support does not increase the risk of the inappropriate use of Opioids and that Endo has not acted for the purpose of increasing the use of Opioids.

E. Lobbying Restrictions

- 1. Endo shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:
  - a. encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids; or
  - b. pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.
- 2. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:
  - a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;
  - b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;
  - c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;
  - d. The limitation of initial prescriptions of Opioids to treat acute pain;

- e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;
  - f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;
  - g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or
  - h. The implementation or use of Opioid drug disposal systems.
3. Endo shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of prescription drug monitoring programs (“PDMPs”), including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
4. Notwithstanding the foregoing restrictions in subsections II.E.1-3, the following conduct is not restricted:
- a. Lobbying against the enactment of any provision of any state, federal, municipal, or county taxes, fees, assessments, or other payments;
  - b. Challenging the enforcement of, or suing for declaratory or injunctive relief with respect to legislation, rules or regulations referred to in subsection II.E.1;
  - c. Communications made by Endo in response to a statute, rule, regulation, or order requiring such communication;
  - d. Communications by an Endo representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as a result of a mandatory order or subpoena commanding that person to testify;
  - e. Responding, in a manner consistent with this Consent Judgment, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Endo from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation;

- f. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections II.E.1-3, so long as Endo does not support specific portions of such legislation or regulation covered by subsection II.E.1 or oppose specific portions of such legislation or regulation covered by subsections II.E.2-3;
  - g. Communicating with a federal or state agency in response to a Federal Register or similar notice or an unsolicited federal or state legislative committee request for public comment on proposed legislation;
  - h. Responding to requests from the DEA, the FDA, or any other federal or state agency, and/or participating in FDA or other agency panels at the request of the agency; and
  - i. Participating in meetings and other proceedings before the FDA, FDA advisory committee or other FDA committee in connection with the approval, modification of approval, or oversight of Endo's own products.
5. Endo shall provide notice of the prohibitions in Section II.E to all employees engaged in Lobbying; incorporate the prohibitions in Section II.E into trainings provided to Endo employees engaged in Lobbying; and certify that it has provided such notice and trainings to Endo employees engaged in Lobbying.

**F. Ban on Prescription Savings Programs**

- 1. Endo shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
- 2. Endo shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.

**G. Monitoring and Reporting of Direct and Downstream Customers.**

- 1. Endo shall operate an effective monitoring and reporting system in compliance with federal law, that shall include processes and procedures that:
  - a. Utilize all reasonably available transaction information to identify a Suspicious Order of an Opioid Product by a direct customer;

- b. Utilize all reasonably available Downstream Customer Data to identify whether a downstream customer poses a material risk of diversion of an Opioid Product;
  - c. Utilize all information Endo receives that bears upon a direct customer's or a downstream customer's diversion activity or potential for diversion activity, including reports by Endo's employees, customers, Health Care Providers, law enforcement, state, tribal, or federal agencies, or the media; and
  - d. Upon request (unless otherwise required by law), report to the West Virginia Attorney General or State controlled substances regulatory agency any direct customer or downstream customer in West Virginia identified as part of the monitoring required by (a)-(c), above, and any customer relationship in such State terminated by Endo relating to diversion or potential for diversion. These reports shall include the following information, to the extent known to Endo:
    - i. The identity of the downstream registrant and the direct customer(s) identified by Endo engaged in the controlled substance transaction(s), to include each registrant's name, address, business type, and DEA registration number;
    - ii. The dates of reported distribution of controlled substances by direct customers to the downstream registrant during the relevant time period;
    - iii. The drug name, drug family or NDC and dosage amounts reportedly distributed;
    - iv. The transaction or order number of the reported distribution; and
    - v. A brief narrative providing a description of the circumstances leading to Endo's conclusion that there is a risk of diversion.
2. Endo shall not provide to any direct customer an Opioid Product to fill an order identified as a Suspicious Order unless Endo investigates and finds that the order is not suspicious.
  3. Endo agrees that it will refrain from providing an Opioid Product directly to a retail pharmacy or Health Care Provider. For avoidance of doubt, "retail pharmacy" does not include pharmacies directly affiliated with medical insurance companies that principally fill prescriptions by mail delivery or private delivery services such as UPS or FedEx.

## H. Miscellaneous Terms

1. To the extent that any provision in this Consent Judgment conflicts with federal or relevant state law or regulation, the requirements of the law or regulation will prevail. To the extent that any provision in this Consent Judgment is in conflict with federal or relevant state law or regulation such that Endo cannot comply with both the law or regulation and the provision of this Consent Judgment, Endo may comply with such law or regulation.
2. Endo will enter into this Consent Judgment solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Endo expressly denies. No part of this Consent Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Endo. This Consent Judgment is not intended for use by any Third Party for any purpose, including submission to any court for any purpose.
3. For the avoidance of doubt, this Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Endo in any action, and nothing in this Consent Judgment shall be construed or used to prohibit Endo in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in litigation or other legal or administrative proceedings.
4. Nothing in this Consent Judgment shall be construed to limit or impair Endo's ability (a) to communicate its positions and respond to media inquiries concerning litigation, investigations, reports, or other documents or proceedings relating to Endo or its Opioid Products, or (b) to maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products.
5. Upon the request of the Attorney General of the State of West Virginia, Endo shall provide the Attorney General of the State of West Virginia with copies of the following, within 30 days of the request:
  - a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Endo's Opioid Product(s); and
  - b. Warning or untitled letters issued by the FDA regarding Endo's Opioid Product(s) and all correspondence between Endo and the FDA related to such letters.
6. The parties by stipulation may agree to a modification of this Consent Judgment; provided that the parties may jointly agree to a modification only

by a written instrument signed by or on behalf of both Endo and the Attorney General of the State of West Virginia.

I. Compliance with State Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product

1. Subject to subsection II.G.1 above, Endo shall comply with all applicable state laws and regulations that relate to the sale, Promotion, distribution, and disposal of Opioids or Opioid Products, including but not limited to:
  - a. West Virginia Controlled Substances Act, including all guidance issued by the applicable state regulator(s);
  - b. West Virginia Consumer Protection Laws; and
  - c. West Virginia laws and regulations related to opioid prescribing, distribution, and disposal.

III. Clinical Data Transparency

A. Data to Be Shared

1. Endo shall continue to share truthful and balanced summaries of the results of all Endo-Sponsored Studies through its publicly available website (see <http://www.endo.com/endopharma/r-d/clinical-research>):
  - a. “Endo-Sponsored Studies” means pre-marketing clinical research and post-marketing clinical research that Endo “takes responsibility for and initiates” as “sponsor,” as “sponsor” is defined in 21 C.F.R. § 312.3(b), and that involves an intervention with human subjects with an Opioid Product.
  - b. The summaries may include redactions to protect personal identifying information, trade secret and confidential commercial information, and information that may provide a road map for defeating a product’s abuse-deterrent properties.
2. With respect to any Endo-Sponsored Studies relating to any new Endo Opioid Product or new indication for an existing Endo Opioid Product sold by Endo as of the date of this Consent Judgment, Endo shall, within 30 days after regulatory approval or 18 months after study completion, whichever occurs later, make the following clinical data available through a third-party data archive that makes clinical data available to Qualified Researchers with a bona fide scientific research proposal:
  - a. Fully analyzable data set(s) (including individual de-identified participant-level data);

- b. The clinical study report(s) redacted for commercial or personal identifying information;
- c. The full protocol(s) (including the initial version, final version, and all amendments); and
- d. Full statistical analysis plan(s) (including all amendments and documentation for additional work processes) and analytic code.

**B. Third-Party Data Archive**

- 1. The third-party data archive referenced above shall have a panel of reviewers with independent review authority to determine whether the researchers are qualified, whether a research application seeks data for bona fide scientific research, and whether a research proposal is complete.
- 2. The panel may exclude research proposals with a commercial interest.
- 3. Endo shall not interfere with decisions made by the staff or reviewers associated with the third-party data archive.
- 4. Any data sharing agreement with a Qualified Researcher who receives shared data via the third-party data archive shall contain contact information for Endo's pharmacovigilance staff. Every agreement shall require the lead Qualified Researcher to inform Endo's pharmacovigilance staff within 24 hours of any determination that research findings could bear on the risk-benefit assessment regarding the product. The lead Qualified Researcher may also share findings bearing on the risk-benefit assessment regarding the product with regulatory authorities. Endo's pharmacovigilance staff shall take all necessary and appropriate steps upon receipt of such safety information, including but not limited to notifying the appropriate regulatory authorities or the public.
- 5. Endo shall bear all costs for making data and/or information available to the third-party data archive.

**IV. Compliance**

**A. Compliance Duration**

- 1. Sections II and III of this Exhibit shall be effective for 10 years from the Effective Date.
- 2. Nothing in this Consent Judgment shall relieve Endo of its independent obligation to fully comply with the laws of the State of West Virginia after expiration of the 10-year period specified in this subsection.

B. Compliance Deadlines

1. Endo must be in full compliance with the provisions included in this Consent Judgment by the Effective Date. Nothing herein shall be construed as permitting Endo to avoid existing legal obligations.

V. Enforcement

- A. If the State believes that Endo is not in compliance with any term of this Final Consent Order, then the State shall:
  1. Provide written notice specifying the reason(s) why the State believes Endo is not in compliance with this Final Consent Order; and
  2. Allow Endo at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period").
- B. The State may not commence a proceeding to enforce compliance with this Final Consent Order before the expiration of the Cure Period, provided that the State may take any action if the State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.
- C. Endo agrees to venue for any proceedings related to this Section V in the Circuit Court of Kanawha County, West Virginia.

**EXHIBIT F****IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA****IN RE: OPIOID LITIGATION****CIVIL ACTION NO. 21-C-9000 MFR****THIS DOCUMENT APPLIES TO:**STATE OF WEST VIRGINIA ex rel.  
PATRICK MORRISEY, Attorney General,

Plaintiff,

v.

Civil Action No. 19-C-151 BNE

ENDO HEALTH SOLUTIONS INC., et al.,

Defendants.

**CONSENT JUDGMENT**

Plaintiff, the State of West Virginia (“Plaintiff”), brought the above-captioned action against Defendants Endo Health Solutions Inc., Endo Pharmaceuticals Inc., and Par Pharmaceutical, Inc. (“Endo/Par”), among others, alleging: that Endo/Par violated West Virginia law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in a public nuisance in West Virginia; that Endo/Par violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; and that Endo/Par violated the West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101 et seq. (the “West Virginia AG Action”).

In addition, numerous governmental entities in West Virginia, including counties, cities, towns and villages (“Local Governments”) have brought separate lawsuits (“Actions”) in various forums against Endo/Par, among others. These Actions assert claims that arise out of or relate to

alleged conduct that is substantially similar to or overlaps with the conduct alleged in the West Virginia AG Action (the “Covered Conduct”).

Endo/Par denies the allegations in the West Virginia AG Action and other Actions and maintains that it has no liability whatsoever to Plaintiff or to any Local Government or other governmental entity (whether such governmental entity has brought or is a party to another Action or not). Plaintiff and Endo/Par (the “Parties”), by their respective counsel, have agreed to a resolution of the West Virginia AG Action on terms set out in the Endo/Par West Virginia State-Wide Opioid Settlement Agreement (“Agreement,” attached to this judgment), which include the entry of this Consent Judgment (and the injunctive terms incorporated herein) by the Court without trial or finding of admission or wrongdoing or liability of any kind. Furthermore, under the Agreement, the West Virginia AG has agreed to obtain releases on behalf of all Litigating Local Governments as well as Non-Litigating Local Governments as specified in the Agreement. The intention of the Parties is to resolve and release all Claims of the West Virginia AG and Local Governments, whether asserted previously or in the future, that arise out of or relate to the Covered Conduct. Unless otherwise specified, capitalized terms used herein shall have the meanings specified in the Agreement.

NOW THEREFORE, without trial or adjudication of any issue of fact or law presented in the West Virginia AG Action or the other Actions, without this Consent Judgment constituting evidence against or admission by anyone with respect to any issue of fact or law, and upon the Parties’ consent, IT IS HEREBY ORDERED AS FOLLOWS:

#### **I. PARTIES**

1. Defendants Endo Health Solutions Inc. and Endo Pharmaceuticals Inc. are both Delaware corporations with their principal places of business in Pennsylvania.

2. Defendant Par Pharmaceutical, Inc. is a New York corporation with its principal place of business in New York.

3. Plaintiff has the authority to act in the public interest and on behalf of the people of West Virginia.

## II. JURISDICTION

4. This Court has jurisdiction over the Parties and the subject matter of this action.

## III. AGREEMENT

5. The Parties have agreed to resolution of the West Virginia AG Action under the terms of their Agreement, which is attached hereto as Exhibit A. This Consent Judgment summarizes and gives effect to those terms. In the event of a conflict between the terms of the Exhibits and this summary document, the terms of the Agreement shall govern.

## IV. FINANCIAL TERMS

6. Pursuant to the terms of the Parties' Agreement, Endo Pharmaceuticals Inc. paid the sum of \$26,000,000 (the "Settlement Amount") into the Qualified Settlement Fund as specified in the Agreement, consisting of a Remediation Amount (\$23,920,000.00) which will be allocated in accordance with the West Virginia First Memorandum of Understanding to fund opioid abatement and treatment activities throughout the State and a Litigation Cost Amount (\$2,080,000.00) to be available to reimburse the reasonable fees, costs and expenses incurred by the State and Litigating Local Governments (or their respective counsel) in connection with their Claims against Endo in the Actions.

7. Through the entry of this Consent Judgment, the Court finds that each of the Settlement Amount, the Remediation Amount and the Litigation Cost Amount were negotiated in

good faith, are fair and are in the in the best interests of the State, the Local Governments and their respective citizens.

## **V. INJUNCTIVE TERMS**

8. The Parties have agreed that Endo/Par shall be subject to the injunctive terms set forth in Exhibit E to their Agreement. Those agreed injunctive terms are expressly incorporated into and are given full force and effect by this Consent Judgment, and Endo/Par shall comply with the injunctive terms as of the entry of this Consent Judgment.

9. Compliance with injunctive terms may be enforced in this Court consistent with the terms specified in the injunctive provisions set forth in the Parties' Agreement.

## **VI. RELEASES AND DISMISSAL WITH PREJUDICE**

10. Plaintiff and Endo/Par have agreed to the Release of certain Claims as provided in Section VII of the Agreement. Such Releases are given in good faith and upon entry of this Consent Judgment shall be effective as to all Releasers.

11. Plaintiff's Claims against Endo/Par are hereby **DISMISSED WITH PREJUDICE**, with each Party to bear its own costs except as specified in the Agreement.

12. Further, as a condition precedent to the Agreement becoming Effective, all Participating Local Governments were required to execute an Election and Release Form (Exhibit C to the Agreement), through which those Participating Local Governments agreed to be bound by all terms and conditions of the Agreement, including but not limited to the Release of certain Claims provided in Section VII of the Agreement. Such Releases are given in good faith and upon entry of this Consent Judgment shall become effective (a) as to all Litigating Local Governments that have asserted Claims against Endo/Par as part of any Actions pending before the Court and

(b) as to all Non-Litigating Local Governments that, as of the date of this Consent Judgment, have become Participating Local Governments pursuant to Section VIII.C of the Agreement.

13. The Claims of all Litigating Local Governments that have been asserted against Endo/Par in Actions pending before this Court are hereby DISMISSED WITH PREJUDICE, with each party to bear its own costs except as specified in the Agreement.<sup>1</sup>

**VII. MISCELLANEOUS**

14. This Court retains jurisdiction to enforce the terms of this Consent Judgment. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

15. This Consent Judgment shall remain in full force and effect for ten years from the date it is entered, at which time Endo/Par’s obligations under the Consent Judgment shall expire.

16. Entry of this Consent Judgment is in the public interest.

IT IS SO ORDERED, ADJUDGED AND DECREED, this \_\_ day of [INSERT MONTH] 2022.

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<sup>1</sup> Prior to finalizing and submitting the Consent Judgment to the Court, the Parties will agree upon, and attach as an exhibit to this Consent Judgment, a list of all Actions to be dismissed by the Court.

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR STATE OF WEST VIRGINIA

PATRICK MORRISEY  
ATTORNEY GENERAL

By: \_\_\_\_\_  
[to come]

Date: \_\_\_\_\_

COUNSEL FOR DEFENDANTS ENDO HEALTH SOLUTIONS INC., ENDO  
PHARMACEUTICALS INC. AND PAR PHARMACEUTICAL, INC.

By: \_\_\_\_\_  
Erik W. Legg (WVSB #7738)  
Austin T. Lewis (WVSB #13221)  
Farrell, White & Legg PLLC  
914 5th Avenue  
P.O. Box 6457  
Huntington, West Virginia 25772-6457

**EXHIBIT G****THIS DOCUMENT APPLIES TO ALL CASES**

IN THE CIRCUIT COURT OF KANAWHA  
COUNTY, WEST VIRGINIA

IN RE: OPIOID LITIGATION

CIVIL ACTION NO. 19-C-9000

**CASE MANAGEMENT ORDER**

This Case Management Order (“CMO”) shall apply to all Non-Participating Litigating Local Governments and future plaintiffs in this Mass Litigation proceeding (collectively, “Plaintiffs”). As used herein, “Defendants” refers to Endo Health Solutions Inc., Endo Pharmaceuticals Inc., and Par Pharmaceutical, Inc., as well as any other “Released Entity” as that term is defined in the Endo/Par West Virginia State-Wide Opioid Settlement Agreement dated [REDACTED], 2022 (the “Settlement Agreement”). As used herein, “Non-Participating Litigating Local Governments” refers to Litigating Local Governments that brought any “Released Claims,” as that term is defined in the Settlement Agreement, against Endo/Par Defendants, and have not elected to participate in the Settlement Agreement.

Good cause appearing, it is ordered as follows:

**A. Plaintiffs’ Requirement to Produce Certain Specified Information About Their Claims**

1. **Plaintiffs’ Production Requirements.** Each Plaintiff shall serve the following documents and/or information upon counsel for Defendants within ninety (90) days of

the entry of this Order or, in the case of any Plaintiff that commences an action or is added as a party to an existing action after the entry of this Order, within ninety (90) days of commencing or being added to such action:

(a) **Fact Sheet.** Each Plaintiff shall serve upon the Defendants a completed copy of the Fact Sheet attached as Exhibit 1 to this Case Management Order. The completed Fact Sheet shall include a Certification (in the form contained in Exhibit 1) in which the Plaintiffs declares under penalty of perjury that all information provided in the Fact Sheet is complete, true and accurate and that the Plaintiff has provided all required documents and information..

(b) **Record Production.**

(i) Each Plaintiff shall produce all records establishing the existence of any alleged public nuisance within the Plaintiff's territory or borders, including a definition of the alleged nuisance and evidence to support its existence and scope.

(ii) Each Plaintiff shall produce all records supporting any claim for "abatement" relief, including a categorization and itemization of any requested abatement relief, evidence to support each component of such relief, and the geographic area as to which such relief is requested.

(iii) Each Plaintiff shall produce all records supporting any claim for damages, including a categorization and itemization of claimed damages and calculations and evidence for each component of such damages. To the extent a Plaintiff argues that such alleged damages have already been incurred, the Plaintiff shall also specify whether the alleged amounts were paid or reimbursed through a grant, insurance, or other third-party source and provide records evidencing such payment or reimbursement. To the extent the Plaintiff argues that such alleged

damages will be incurred in the future, the Plaintiff shall produce all evidence supporting any allegation that future damages are likely to be incurred and the amounts in which Plaintiff contends such alleged damages are likely to be incurred, and records reflecting whether such future alleged damage will be paid or reimbursed through a grant, insurance or other third party source.

(iv) For any relief involving the expenditure of money, including expenditures for the provision of services, each Plaintiff shall specify the entities that have made or will make the expenditures, when and how long those entities have made or will make the expenditures, and the nature of the expenditures, including how they have addressed or will address any and all alleged harms. Each Plaintiff shall produce all documents relied upon in identifying or calculating the claimed relief.

(v) Each Plaintiff seeking any form of relief based directly or indirectly upon allegedly inappropriate prescriptions shall identify the specific prescriptions alleged to have been inappropriate, to whom and by whom the specific prescriptions alleged to have been inappropriate were written, the pharmacy(ies) that filled each specific prescription alleged to have been inappropriate, whether the Plaintiff was reimbursed for any or all of the specific prescriptions alleged to have been inappropriate, and the Plaintiff's basis for identifying the specific prescriptions alleged to have been inappropriate.

(c) **Affidavit.** An affidavit signed by each Plaintiff and its counsel (i) attesting that the Plaintiff has complied with all requirements of the Fact Sheet attached as Exhibit 1 to this Case Management Order; (ii) attesting that records have been collected in compliance with this CMO; and (iii) attesting that all records collected have been produced pursuant to this CMO. If any of the documents or records described in this Section B do not exist, the signed

affidavit by the Plaintiff and its counsel shall state that fact and the reasons, if known, why such materials do not exist.

(d) **Expert Reports.** Each Plaintiff shall serve on counsel for Defendants a case-specific expert report or reports executed by one or more qualified expert(s), under oath, and subject to the penalties of perjury (a “Case-Specific Expert Report”). Each Case-Specific Expert Report shall include all matter required to comply with West Virginia Rule of Civil Procedure 26, West Virginia law, and at least:

- (i) *Plaintiff’s Information.* The Plaintiff’s name;
- (ii) *Expert’s Information.* The name, professional address, and curriculum vitae of the expert, including a list of all publications authored by the expert within the preceding ten (10) years, and the foundation for the expert’s opinion in relation to the expert’s professional experience;
- (iii) *Records.* All records reviewed by the expert in preparation of the Case-Specific Expert Report;
- (iv) *Reliance Materials.* All materials relied on by the expert in preparation of the Case-Specific Expert Report;
- (v) *Locations.* If the Plaintiff is asserting a public nuisance claim, the location(s) where the Plaintiff alleges a public nuisance exists, including with specificity how Plaintiff has been affected by any alleged public nuisance and copies of documents relied upon, if any, as evidence of such alleged effect.
- (vi) *Subjects of Report(s).* The Case-Specific Expert Report(s) must collectively include all matters on which the expert(s) intend to opine, including but not limited to the following:

(1) Whether the records reviewed by the expert(s) indicate that the Plaintiff suffered any injury or damage and, if so, the nature of the alleged injury or damage;

(2) Whether the records reviewed by the expert(s) indicate the existence of any alleged nuisance and, if so, the nature of the alleged nuisance;

(3) Whether the Plaintiff's records reviewed by the expert(s) indicate that Defendants engaged in any wrongful conduct and, if so, the nature of that allegedly wrongful conduct;

(4) An opinion explaining the basis for any contention that the Plaintiff incurred damages caused by the Defendants' alleged conduct ;

(5) An opinion explaining the basis for any contention that the Defendants' alleged conduct forming the basis for the Plaintiff's claims is continuing;

(6) An opinion explaining the basis for any contention that any relief sought would "abate" any alleged public nuisance;

(7) An opinion explaining how the alleged public nuisance identified by the expert differs from and is not subsumed within the alleged public nuisance addressed by the Settlement Agreement; and

(8) An opinion quantifying the relief requested by the Plaintiff, including any "abatement" relief, damages, and statutory penalties, with specific calculations and evidence for each component of such relief, prepared and sworn/affirmed to by such expert and subject to the penalties of perjury.

**2. Deadline to comply.**

(a) For each Plaintiff with claims pending against Defendants as of the entry of this CMO, the items required by Section B.1 shall be produced within ninety (90) days of the entry of this CMO, if its claims have not been dismissed with prejudice by that date.

(b) For any Plaintiff with claims newly filed in or transferred to this proceeding against Defendants after the entry of this CMO, the items required by Section B.1 shall be produced no later than ninety (90) days after the case is filed in or transferred to this proceeding.

(c) All litigation deadlines applicable to Defendants in a given case shall be stayed until the Plaintiff in that case has produced the items required by Section B.1.

**3. Failure to comply.**

(a) *Notice of Non-Compliance and Opportunity to Cure.* If any Plaintiff fails to comply with any provision of this Order, including the requirement to provide each and every fact, record and expert opinion required to be produced pursuant to Section A.1 of this Order, Defendants shall provide Plaintiff written notice of such non-compliance (“Notice of Non-Compliance”) specifying the non-compliance. Upon receipt of a Notice of Non-Compliance, Plaintiff shall have sixty (60) days to cure its non-compliance specified in the Notice of Non-Compliance. During the period wherein non-compliance has not yet been cured, all litigation deadlines applicable to Defendants, including without limitation deadlines for discovery or to file and serve a pleading or motion responsive to a Plaintiff’s complaint, shall be held in abeyance.

(b) *Failure to Cure.* If, after the passage of sixty (60) days of service of a Notice of Non-Compliance, a Plaintiff fails to cure its non-compliance, upon application by the Defendants, the Plaintiff’s claims, as well as any derivative claim(s), will be dismissed with prejudice as against Defendants.

(c) *Extensions of Time.* The Court, on motion and for good cause shown, may order an extension of the time to comply with this Order. During the period wherein non-compliance has not yet been cured, all litigation deadlines applicable to Defendants, including without limitation deadlines for discovery or to file and serve a pleading or motion responsive to a Plaintiff's complaint, shall be held in abeyance.

**B. Discovery on Statute of Limitations and Other Time-Based Defenses**

1. Each Plaintiff must, within the time frames established by Section A.2, serve upon counsel for the Defendants an affidavit signed by the Plaintiff and its counsel providing the following information:

- (a) the date the Plaintiff first learned of the harms alleged in its complaint;
- (b) how the Plaintiff first learned of the harms alleged in its complaint;
- (c) the date the Plaintiff first learned of each aspect of the Defendants' alleged conduct;
- (d) how the Plaintiff first learned of each aspect of the Defendants' alleged conduct;
- (e) the date the Plaintiff first learned that the harms alleged in its complaint may be related to each aspect of Defendants' alleged conduct;
- (f) how the Plaintiff first learned the harms alleged in its complaint may be related to Defendants' alleged conduct;
- (g) the date the Plaintiff first spoke to or corresponded with an attorney about the harms alleged in the Plaintiff's complaint, the Defendants' alleged conduct, and/or potential litigation in this matter; and

(h) the date the Plaintiff first retained counsel in connection with this matter.

2. Defendants are permitted to serve written discovery on each Plaintiff related to these topics (and others), and each Plaintiff must respond to the discovery prior to any depositions related to these topics, provided that the Plaintiff shall have at least thirty (30) days to respond to such discovery.

**C. Case-Specific Discovery and Related Dispositive Motion Practice**

1. If a Plaintiff complies with the production requirements outlined above in Sections A and B, then the Parties, as applicable, shall submit a proposed Scheduling Order to the Court that: (a) grants the Parties one-hundred and eighty (180) days from the entry of the Scheduling Order to conduct discovery on issues raised by the productions; and (b) sets a briefing schedule that gives the Parties forty-five (45) days from the close of discovery for the Parties to submit summary judgment motions and motions to exclude expert testimony, twenty-eight (28) days for responses, and twenty-eight (28) days for replies.

2. During such discovery, the Parties are permitted to serve written discovery related to the issues raised by the productions specific to the Plaintiff and take the depositions of both fact and expert witnesses for the Plaintiff for up to seven hours each, with counsel for Defendants questioning first at each deposition. If a Plaintiff serves any written discovery upon Defendants, the Parties shall meet and confer about an appropriate deadline for responding to such discovery, which deadline shall be at least sixty (60) days after service of such discovery. The Court's use of the term "specific to the Plaintiff" is intended to express the Court's intention not to permit additional "generic" discovery against the Defendant at this time. No other depositions

may be taken during the expedited discovery period absent prior leave granted by the Court upon a showing of good cause.

3. If a case survives the Defendant’s summary judgment motions, the Court will set a Case Management Conference to determine whether any non-duplicative discovery is necessary and to discuss other case management issues. Discovery with regard to any other defendants will be addressed at this time as well. The filing and briefing of summary judgment motions and motions to exclude expert testimony after the expedited discovery discussed above shall not prejudice or otherwise foreclose the opportunity for any Party or other defendant to file later, non-duplicative summary judgment and motions to exclude expert testimony after completing full fact and expert discovery. The Court’s use of the term “non-duplicative” is intended to express the Court’s intention not to permit later summary judgment motions concerning topics addressed in summary judgment motions filed at the conclusion of the expedited discovery period or motions to exclude expert testimony concerning witnesses addressed in motions to exclude expert testimony filed at the conclusion of the expedited discovery period.

4. The foregoing provisions do not preclude Defendants from filing non-duplicative dispositive motions, including motions relating to personal jurisdiction.

SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_

Lead Presiding Judge

**EXHIBIT 1**

IN THE CIRCUIT COURT OF KANAWHA  
COUNTY, WEST VIRGINIA

IN RE: OPIOID LITIGATION

CIVIL ACTION NO. 19-C-9000

**FACT SHEET**

Plaintiff (also referred to as “You” throughout) shall provide information responsive to the questions set forth below. You shall provide information reasonably available to You and are not excused from providing the requested information for failure to appropriately investigate Your case. Plaintiff shall supplement its responses if it learns that they are incomplete or incorrect in any material respect.

**PLAINTIFF:**

\_\_\_\_\_

Case caption and number:

\_\_\_\_\_

Contact attorney name for:

\_\_\_\_\_

Firm:

\_\_\_\_\_

Telephone number:

\_\_\_\_\_

E-mail address:

\_\_\_\_\_

Description of any other entities or citizens on whose behalf You purport to seek relief in this lawsuit:

\_\_\_\_\_

## I. CLAIM INFORMATION

### A. Injuries, Damages, and Persons with Relevant Knowledge:

1. To the best of Your knowledge, for each Defendant You name, identify the approximate date (i.e., month and year) when You claim You were first injured and began to incur damages as a result of the Defendant's alleged conduct. This request is not designed to require an expert evaluation.
2. Please identify each category of damages or monetary relief that You allege, including all injunctive relief that You seek.
3. Are You seeking in Your lawsuit any monetary damages based on Your payment for allegedly improper opioid prescription claims?

Yes \_\_\_ No \_\_\_

4. Have You or has anyone acting on Your behalf had any communication, oral or written, with any Defendants or their representatives, other than communications through Your attorneys?

Yes \_\_\_ No \_\_\_ Don't Know \_\_\_

**If yes, please identify the date(s), method(s), and nature of the communication(s).**

5. Have You been involved in opioid-related civil litigation in the past?

Yes \_\_\_ No \_\_\_ Don't Know \_\_\_

**If yes, please identify the date(s), jurisdiction(s), case name(s) and partie(s).**

6. List Your Departments or Divisions and the current head of each Department/Division for the period for which You seek damages or other relief.
7. Identify by name, title, and dates of employment Your current employees or representatives with knowledge concerning
  - a. Prescription Opioids and their:
    - i. abuse,
    - ii. use,
    - iii. misuse,

- iv. diversion, and/or,
  - v. Your residents' addiction to Prescription Opioids
- b. Other opioids and their:
- i. possession,
  - ii. abuse,
  - iii. illegal sale, or
  - iv. Your residents' addition to other opioids
8. Identify the person(s) who held the following position(s) or their equivalent, for the period for which You seek damages or other relief:
- a. Mayors
  - b. City councilmembers
  - c. County commissioners
  - d. County supervisors
  - e. County executives
  - f. Chief health officers
  - g. Auditors
  - h. Recordors
  - i. Sheriffs or Police Chiefs
  - j. Coroners or Medical Examiners
  - k. Treasurers
  - l. Chief accountants
  - m. Chief financial officers
  - n. Correctional facility supervisors
  - o. Wardens
  - p. Heads of Department of Public Health
  - q. Fire chiefs

- r. Directors of Emergency Medical Services
9. Identify Your annual budget and the actual expenditures You made for the period for which You seek damages or other relief with respect to each category of damages You claim. For each of the following categories, please also indicate the sources of said funds, the fund balances at the beginning of each year, and applicable rules regarding fund balances, if any, as to the following:
- a. Law enforcement expenditures
  - b. EMS expenditures
  - c. Fire department/protection expenditures
  - d. Court expenditures
  - e. Prison/corrections/incarceration expenditures
  - f. Substance abuse treatment expenditures
  - g. Public health expenditures
  - h. Child/family services
  - i. Workers compensation
  - j. Health insurance
10. Identify any grant, donation, or other funding designated for or allocated to addressing issues related to Prescription Opioids.

**B. Claim-Specific Information**

1. Identify each physician, other healthcare provider, Pharmacist, or Pharmacy within Your boundaries who, based on information reasonably available to You, has been the target of a law enforcement or administrative investigation You conducted concerning the physician's, provider's, or Pharmacy/ist's prescribing or dispensing of Prescription Opioids for the period for which You seek damages or other relief (this request is only intended to pertain to closed investigations). See also Section II, question 3.
2. Do You now or have You ever identified, tracked, or otherwise have in Your possession, custody, or control, information concerning physicians or other healthcare providers who wrote Medically Unnecessary Opioid prescriptions in or for patients residing within Your geographical boundaries?

Yes \_\_\_ No \_\_\_

3. Do You now or have You ever identified, tracked, or otherwise have in Your possession, custody, or control, information concerning any Suspicious Orders for Prescription Opioids?

Yes \_\_\_ No \_\_\_

4. Do You now or have You ever identified, tracked, or otherwise have in Your possession, custody, or control, information concerning counterfeit Prescription Opioids?

Yes \_\_\_ No \_\_\_

5. Do You now or have You ever identified, tracked, or otherwise have in Your possession, custody, or control, information concerning the distribution, sale, or supply of opioids other than Prescription Opioids?

Yes \_\_\_ No \_\_\_

6. Based on information reasonably available to You: (a) provide the number of overdose deaths of Your residents for the period for which You seek damages or other relief on a year-by-year basis; (b) for each such death, identify the substance(s) (including, for Prescription Opioids, the active ingredient, whether the medication was brand or generic, and the company that marketed the specific medication) on which Your resident overdosed; and (c) identify the basis for this determination (e.g., medical examiner report, toxicology lab reports).

7. Did You ever notify any State or Federal agency (e.g., Board of Pharmacy, Department of Medicaid, Department of Public Safety, Drug Enforcement Agency, etc.) of suspected wrongful conduct related to Prescription Opioids for the period for which You seek damages or other relief. If yes, please identify the date of the notification, the subject of the conduct, and the general nature of the suspected wrongdoing.

Yes \_\_\_ No \_\_\_

8. Identify every medical insurance plan or carrier, behavioral health carriers, or workers' compensation program used for any of Your employees for the period for which You seek damages or other relief. For each response, please provide the following information:

- a. Name(s) of the Medical Insurance Plan or Carrier, Behavioral Health Carrier, and/or Worker's Compensation Program
- b. Relevant Time Period(s) for which You seek Damages or other Relief
- c. Name(s) and Title of Individuals Who Oversaw Program

9. Identify every Pharmacy Benefit Manager and other third-party administrator You used for the period for which You seek damages or other relief. For each response, please provide the following information:
  - a. Name(s) of the Pharmacy Benefit Manager and/or Other Third-Party Administrator
  - b. Relevant Time Period(s) for which You Seek Damages or Other Relief
  - c. Name(s) and Title of Individuals who Oversaw Program

**C. Opioid-Related Services and Programs:**

For the following questions, please provide information for the period for which YOU seek damages or other relief.

1. Have You formed or participated in an Opioid Task Force or other program or group to address opioid use, misuse, abuse, addiction, or diversion? If yes, provide the name, members for the period for which You seek damages or other relief, dates of operation, budget, and source(s) of funding.
2. Have You had or provided funding for any disposal program for Prescription Opioids or other substances? If yes, describe the program and provide the name, dates, and administrator(s) of the program.
3. Have You had or provided funding for any needle exchange program? If yes, provide the name, dates, and administrator(s) of the program.
4. Have You operated or funded any addiction treatment programs related to Prescription Opioids? If yes, provide the name and dates.
5. Have You provided or funded any drug abuse prevention or education programs related to Prescription Opioids? If yes, provide the name of the program(s), dates of operation, sources of development (e.g., was program developed by federal government, academic institution, private foundation, etc.), how Your program was implemented, costs of implementation/operation, and sources of funding.

**II. DOCUMENTS**

Please produce the following documents for the period for which You seek damages or other relief, to the extent that these documents are in Your possession, custody, or control.

1. Documents You maintain that refer or relate to the volume or amount of Prescription Opioids in Your geographical boundaries that were
  - a. prescribed,

- b. dispensed,
  - c. sold,
  - d. distributed,
  - e. diverted, or
  - f. abused
2. Documents you maintain that refer or relate to the volume or amount of non-Prescription Opioids distributed, sold, or supplied in Your geographical boundaries.
  3. Meeting agendas for any City Council, County Commission, County Health Board/Commission, or their equivalent that reference opioids or related topics.
  4. To the extent that You identified any physician, healthcare provider, Pharmacist, or Pharmacy in response to questions I.B.1 above, please provide that investigation file for those physicians, healthcare providers, Pharmacists, or Pharmacies.
  5. Documents referring or relating to the economic impact of opioid abuse and/or misuse in Your geographical boundaries.
  6. Any detailed data sets such as, but not limited to, reports of hospital admissions or call logs, that You intend to use to demonstrate Your damages or other relief sought.

**III. CERTIFICATION**

I declare under penalty of perjury that all of the information provided in this [County] Fact Sheet is complete, true, and correct to the best of my knowledge and information, and that I have provided all of the documents required to be produced that are reasonably accessible to me and/or my attorneys, to the best of my knowledge

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Signature

Print Name

Date