

AMENDMENT NO. 1

TO ONE NEVADA AGREEMENT ON ALLOCATION OF OPIOID RECOVERIES

Pursuant to Court Order (MDL Order 3814) governing the settlements with the AmerisourceBergen Drug Corporation (“ABDC”), Cardinal Health, McKesson, and Janssen/Johnson & Johnson Defendants listed on Exhibit C to the One Nevada Agreement, Counsel is waiving enforcement of its 25% contingency fee for each Local Government represented by Counsel under the One Nevada Agreement on Allocation of Opioid Recoveries. As such, it is necessary to amend Section B paragraph 7 of the One Nevada Agreement on Allocation of Opioid Recoveries for purposes of settlements with Defendants ABDC, Cardinal Health, McKesson, and Janssen/Johnson & Johnson only. As to the Local Governments represented by Counsel, Section B paragraph 7 of the One Nevada Agreement on Allocation of Opioid Recoveries shall be amended as follows:

7. The Settlements with Defendants ABDC, Cardinal Health, McKesson, and Janssen/Johnson & Johnson anticipate that Defendants will pay some portion of the Local Governments’ attorney fees from a national fee fund, however, the national fee fund is expected to be insufficient to satisfy contracts between Local Governments and their attorneys. As such, Local Governments in the One Nevada Agreement on Allocation of Opioid Recoveries will create a supplemental attorneys’ fee fund, referred to in the MDL Order as a “Backstop Fund.” The Backstop Fund will be funded with 15% of each Local Government’s Allocation from the One Nevada Agreement on Allocation of Opioid Recoveries from the settlements paid by ABDC, Cardinal Health, McKesson, and Janssen/Johnson & Johnson. Attorney fees from the Backstop Fund will be allocated on a pro rata basis consistent with the recovery by each Local Government. Under no circumstances may any Counsel collect more in attorney fees for its work on behalf of a Local Government than it would under its original contingency agreement with that Local Government and any excess amounts will revert back to the Local Governments that are represented by Counsel. It is understood and agreed that this Amendment: (1) applies only to the settlements with ABDC, Cardinal Health, McKesson, and Janssen/Johnson & Johnson; (2) does not change any other term of the One Nevada Agreement on Allocation of Opioid Recoveries; and (3) does not change any term of the One Nevada Agreement on Allocation of Opioid Recoveries with respect to the State of Nevada.

I have all necessary power and authorization to execute this Amendment No. 1, on behalf of the Governmental Entity listed below, which shall have an effective date of January 3, 2022.

Name of Governmental Entity: _____

Signature: _____

Name: _____

Title: _____

Date: _____