



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, April 23, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

2. PRESENTATION

A. Meridian Corridor Study

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

5. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of April 9, 2024

B. Study Session Meeting Minutes of April 16, 2024

C. Review of Boards/Commission Minutes

D. AB24-016 - a motion approving April 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; Employment Security Department, Department of Labor & Industries, Employment Security Department-PFML, and Employment Security Department-WA Cares Fund in the amount of \$171,072.91 and Vendor Check Numbers 26105 through 26122, with EFT and Direct Pay Payments in the amount of \$272,473.12. Total distributions submitted for review and authorization in the amount of \$443,546.03.

E. AB24-0716 - Resolution 24-0716 authorizing the Mayor to execute the Johnson & Johnson Settlement Participation Agreement

6. COUNCIL BUSINESS

7. COUNCIL COMMENTS

8. ADJOURN

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



MERIDIAN AVENUE (SR 161) CORRIDOR STUDY

City Council Meeting
April 23, 2024



AGENDA

- Project Overview / Approach
- Corridor Study Progress / Recap
- Alternatives Evaluation
- Recommendation Development
- WSDOT / Stakeholder Input
- Feedback / Questions





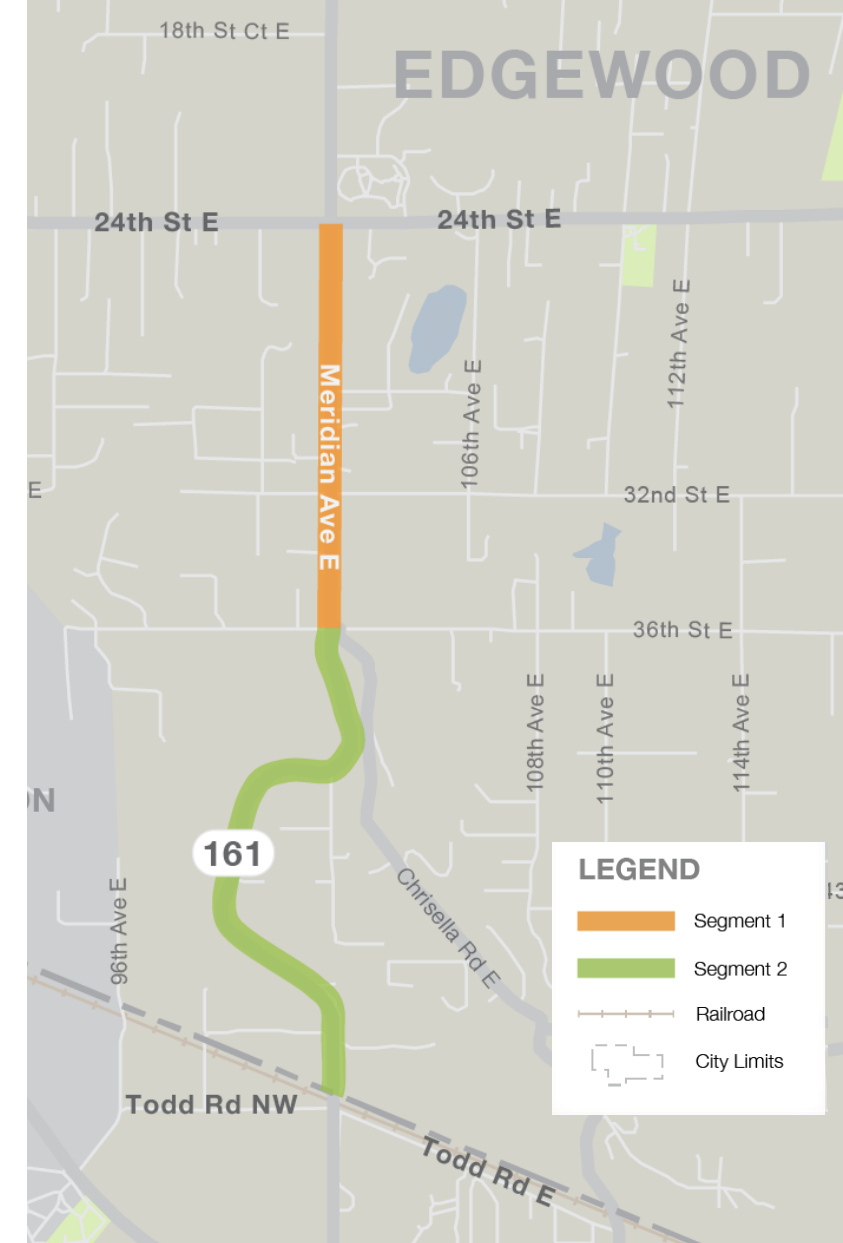
PROJECT OVERVIEW

STUDY AREA

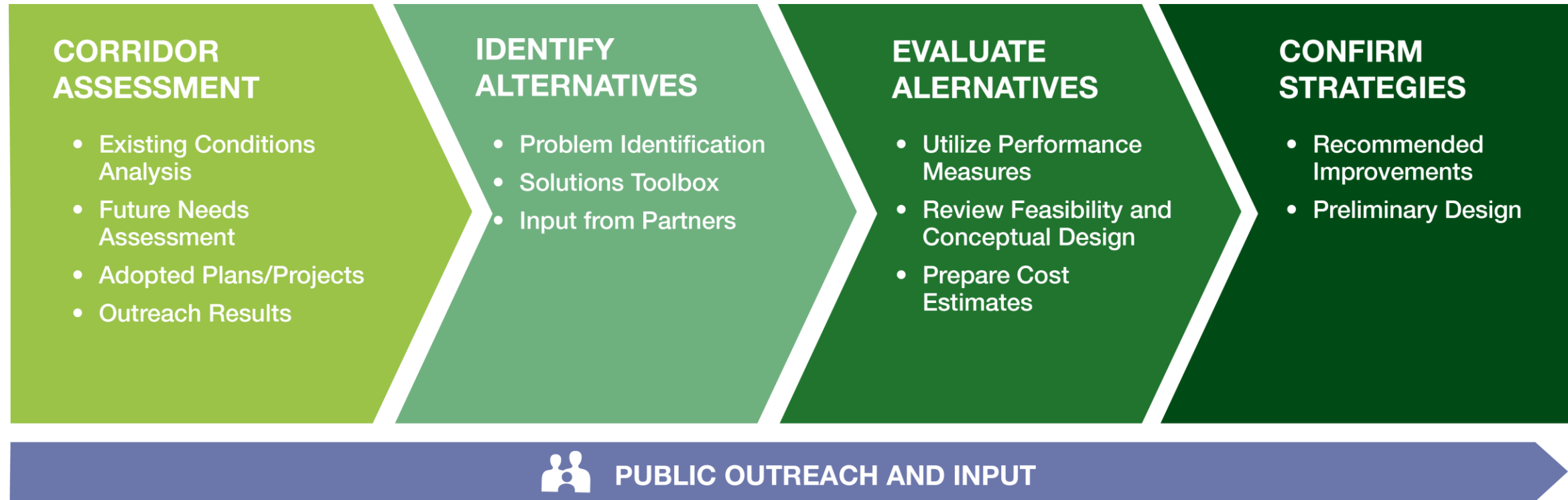
Meridian Avenue between 24th Street E and south City limits

The analysis will also include:

- Segment of the corridor through the Town Center from 24th Street to 18th Street Court E
- Short segment into City of Puyallup to account for influences from adjoining intersections
- Local and regional influences outside the corridor
 - Land use growth in the City and region
 - Changes to the regional highway system (SR 167 Extension)



STUDY APPROACH




WE ARE HERE



CORRIDOR STUDY PROGRESS / RECAP

STUDY GOALS



Mobility and Safety

Develop a long-term strategy for addressing multimodal mobility, access and safety needs along the corridor



Land Use

Support the City's Town Center and other growth along the corridor



Community Involvement

Collaborate with WSDOT, stakeholders, and the public to confirm future needs



Natural Environment

Minimize impact to the environment

OUTREACH ACTIVITIES



Stakeholder Interviews



Corridor Working Group



Public Open House (#1)



Online Survey



**Presentation to
City Council**



Project Fact Sheet



**City Council
Meetings**



**Public Open House/
Workshop (#2)**



**Presentation to
Stakeholders**



EXISTING CONTEXT / ISSUES

- Lack of active transportation and ADA accessible facilities
- High collision density at intersections along the corridor
- Low transit ridership
- High side-street delay at TWSC intersections

Category	Findings/Needs
Demographic Data	• High proportion (> 35%) of low-income households (annual earnings less than \$50K) along the northwest and southeast portions of the corridor • High percentage (> 20%) of households with disabilities along the entire corridor • Relatively low levels of non-English speaking and zero car households
Land Use/Zoning	• Mixed-use, commercial, and residential developments between 24th and 36th (resulting in high driveway densities) • Low-density residential development between 36th and southern City limits (corresponding with few driveway connections along the segment)
Traffic Volumes/Speeds	• ADT volumes between 15,100 and 17,200 vehicles • Single-unit trucks (or larger) comprise more than 10% of daily vehicle traffic • 85th Percentile Speeds: approximately 38-43 mph • Higher travel speeds in the northbound direction
Intersection Operations	• Signalized intersections operate at LOS C or better during both peak hours • Stop-controlled approaches at two-way stop-controlled intersection can experience significant delay (> 70 seconds) during the peak hours
Safety	• Signalized intersections (24th and 36th) generally exhibit higher collision rates • Some two-way stop-controlled intersections (29th Street E, 32nd Street E, and 102nd Ave E) also exhibit high collision rates • Rear-end collisions are the most common collision type along the corridor
Transit	• One transit line (Pierce Transit Route 402) operates along the corridor with 30-minute headways • Relatively low ridership levels at stops along the corridor (less than 10 daily passengers boarding/alighting at each bus stop) • Current transit ridership levels (2022) have not recovered to pre-pandemic (2019) levels
Active Transportation	• Low pedestrian and bicycle activity along the corridor due to the lack of active transportation facilities • More pedestrian facilities along the northern portion of the corridor (near 24th and the Town Center)



ALTERNATIVES EVALUATION

ALT DEVELOPMENT – CONTEXT OF CORRIDOR

- Town Center Vision & Subarea Plan
- Comprehensive Plan
- Public Engagement
- WSDOT Design Standards
- State Complete Streets Requirements
- Safety, Traffic Operations, Multimodal Mobility, Transit Access



WSDOT REGULATIONS AND POLICIES

Traditional Design Requirements

Complete Streets

Level of Traffic Stress



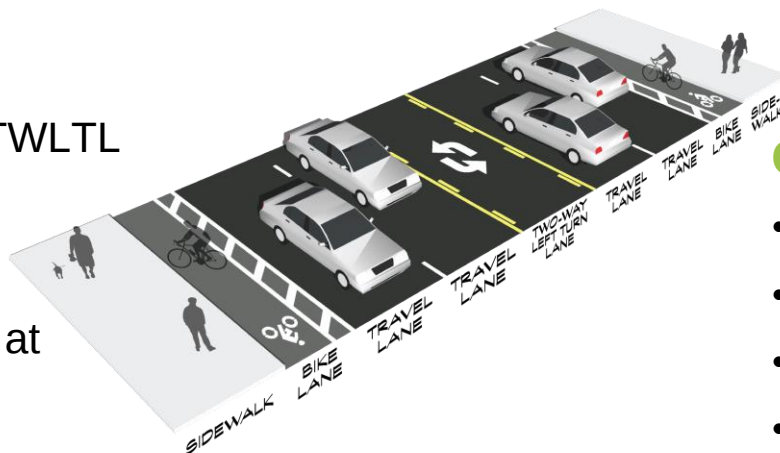
WSDOT is “creating a system that enables safe, convenient access for all types of transportation options - walking, biking, driving and riding transit.”

“A transportation system that accommodates all forms of transportation is more efficient in the travel space provided, more accessible, safer, more economical and sustainable.”

DESIGN ALTERNATIVES (SEGMENT 1)

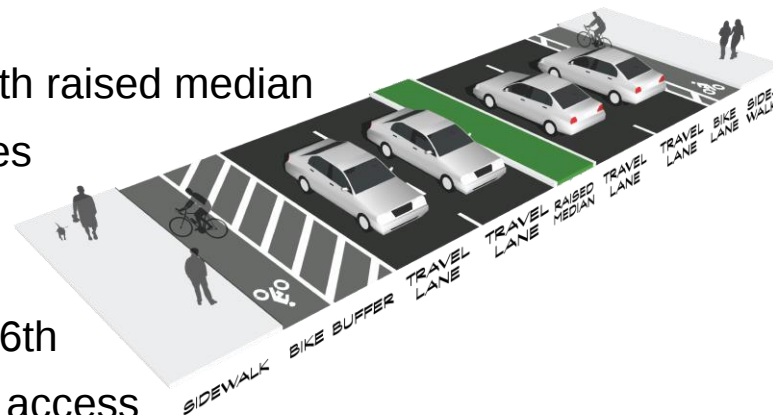
Option A:

- 5-Lane section with TWLTL
- Buffered bike lanes
- 10-foot sidewalks
- Modify/install signals at 24th, 32nd, and 36th
- Full-access left turns (TWLTL)



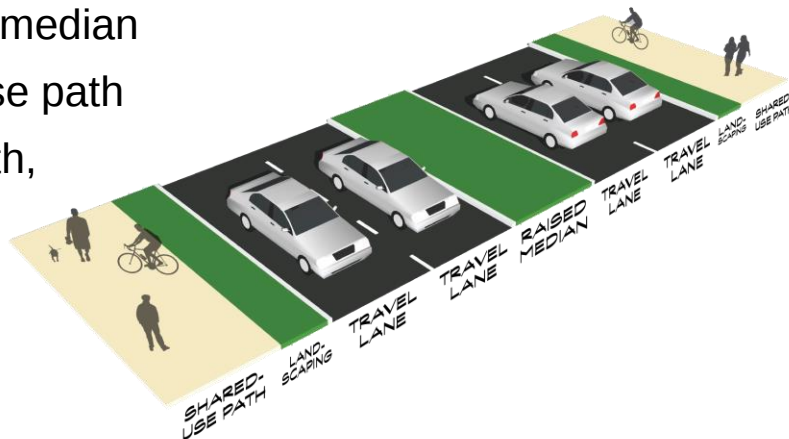
Option C:

- 4-Lane section with raised median
- Buffered bike lanes
- 10-foot sidewalks
- Roundabouts at 24th, 32nd, and 36th
- Right-in, right-out access (center raised median)



Option B:

- 5-Lane section with raised median
- 11-foot off-street shared use path
- Modify/install signals at 24th, 32nd, and 36th
- Right-in, right-out access (center raised median)



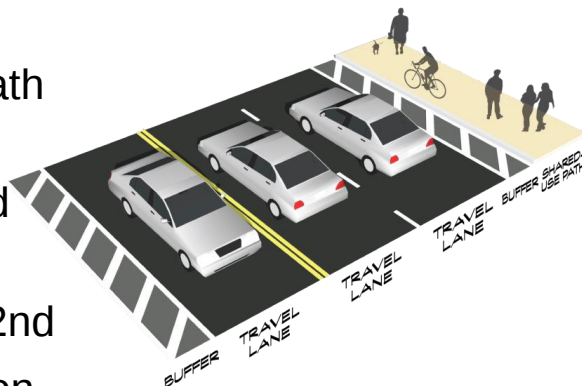
All Options:

- Mid-block pedestrian crossings (north of/at 29th and north of 36th)
- In-line transit stops

DESIGN ALTERNATIVES (SEGMENT 2)

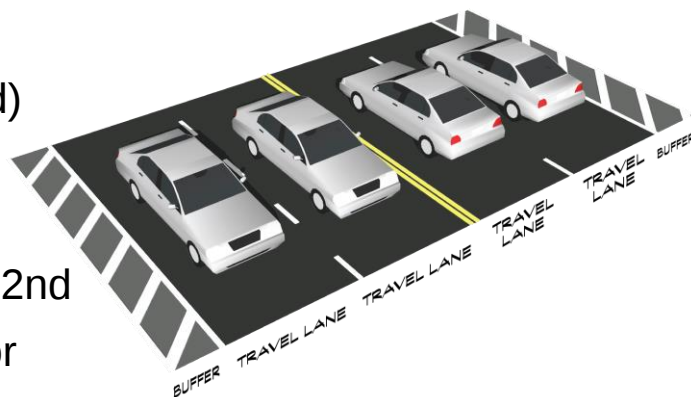
Option A:

- 3-Lane section
- Off-street non-motorized path (entire segment)
- Potential signal at realigned Dechaux intersection
- Full-access left turns at 102nd
- Construct new bridge for non-motorized path over UPRR



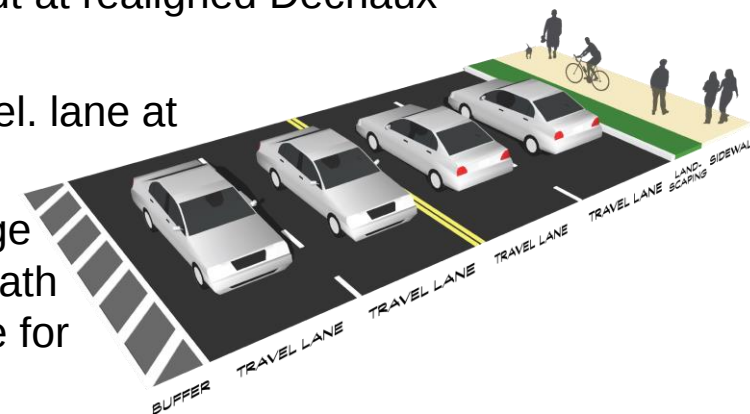
Option B:

- 4-Lane section
- 6-foot sidewalk (north of 102nd)
- Potential signal at realigned Dechaux intersection
- Right-in, right-out access at 102nd
- Construct new 2-lane bridge for SB traffic



Option C:

- 4-Lane section
- Off-street non-motorized path (entire segment)
- Potential roundabout at realigned Dechaux intersection
- Left-turn accel./decel. lane at 102nd
- Construct new bridge for non-motorized path & new 2-lane bridge for SB traffic



All Options:

- Realign Dechaux Rd intersection

ALTERNATIVE EVALUATION

- Evaluation criteria (based on study goals) applied to the three Options for Segments 1 & 2
- Both quantitative and qualitative evaluation metrics used
- Used to assess and compare alternatives and identify preferred design
- Rated “No Benefit”, “Some Benefit” or “High Benefit”
- “Consumer reports” style
- Weighting factors applied to give greater influence to community priorities



High benefit



Some benefit



Low benefit

Project Goals	Evaluation Criteria	Weighting Factor
Segment 1		
Mobility and Safety	Intersection Operations. How effective is the alternative in reducing vehicular delay at intersections and/or along the corridor?	3.0
	Roadway (Vehicle) Safety. To what degree would the alternative reduce collisions along the corridor?	1.5
	Pedestrian Comfort/Safety. How well does the alternative improve the comfort and safety of pedestrian facilities along the corridor?	1.0
	Bicycle Comfort/Safety. How well does the alternative improve the comfort and safety of bicycle facilities along the corridor?	1.0
	Accessibility (ADA Facilities, Crossings, etc.). To what degree does the alternative improve accessibility of the facilities along the corridor?	1.5
	Effective Transit. How well does the alternative reduce delay experienced by transit vehicles?	1.0
Land Use	Town Center Development. To what degree does the alternative support development in line with the City's Town Center Subarea Plan?	1.0
	Effective Parallel Corridors. How effective is the alternative at advancing the connectivity goals as part of the Parallel Road Network?	1.0
	Local Business Access/Integration. How well does the alternative provide convenient and safe access to businesses and residences along the corridor?	2.0
	Corridor Aesthetics. How extensive are the alternative's potential corridor beautification opportunities through landscaping and/or lighting?	1.0
Community Involvement/Benefit	Community Support/Acceptance. What is the level of support for the alternative within the community?	2.0
	Regional Mobility/Continuity/Resiliency. How well does the alternative align with stakeholder "complete streets" and multimodal priorities?	1.0
	Constructability/Extendibility. How do the capital and maintenance costs for this alternative compare to the others?	1.5
	Funding Availability/Grant Applicability. How well does the alternative align with grant funding priorities?	1.0
Natural Environment	Minimal Environmental Impact. What is the impact of the alternative on steep slopes and properties adjacent to the corridor? (low impact = high benefit)	1.5
	Stormwater Management. To what extent does the alternative increase pollution, generating impervious surfaces (PGIS) along the corridor?	1.0

ALTERNATIVE EVALUATION RESULTS (SEG 1)

- Option C scored highest for Segment 1
- Scored highly for roadway safety, ped/bike comfort and safety, and impact to the environment

Project Goals	Evaluation Criteria	Alt A	Alt B	Alt C
Segment 1				
Mobility and Safety	Intersection Operations			
	Roadway (Vehicle) Safety			
	Pedestrian Comfort/Safety			
	Bicycle Comfort/Safety			
	Accessibility (ADA Facilities, Crossings, etc.)			
	Effective Transit			
Land Use	Town Center Development			
	Effective Parallel Corridors			
	Local Business Access/Integration			
	Corridor Aesthetics			
Community Involvement/Benefit	Community Support/Acceptance			
	Regional Mobility/Continuity/Resiliency			
	Constructability/Extendibility			
	Funding Availability/Grant Applicability			
Natural Environment	Minimal Environmental Impact			
	Stormwater Management			
Total (Raw Score)		19	22	24
Total (Weighted Score)		26.5	31	31.5

ALTERNATIVE EVALUATION RESULTS (SEG 2)

- Option A scored highest for Segment 2
- Scored highly for accessibility, local access, constructability, and impact to the environment

Project Goals	Evaluation Criteria	Alt A	Alt B	Alt C
Segment 2				
Mobility and Safety	Intersection Operations			
	Roadway (Vehicle) Safety			
	Pedestrian Comfort/Safety			
	Bicycle Comfort/Safety			
	Accessibility (ADA Facilities, Crossings, etc.)			
	Effective Transit			
Land Use	Local Business Access/Integration			
	Corridor Aesthetics			
Community Involvement/Benefit	Community Support/Acceptance			
	Regional Mobility/Continuity/Resiliency			
	Constructability/Extendibility			
	Funding Availability/Grant Applicability			
Natural Environment	Minimal Environmental Impact			
	Stormwater Management			
Total (Raw Score)		19	13	18
Total (Weighted Score)		25.5	22	24.5



RECOMMENDATION DEVELOPMENT

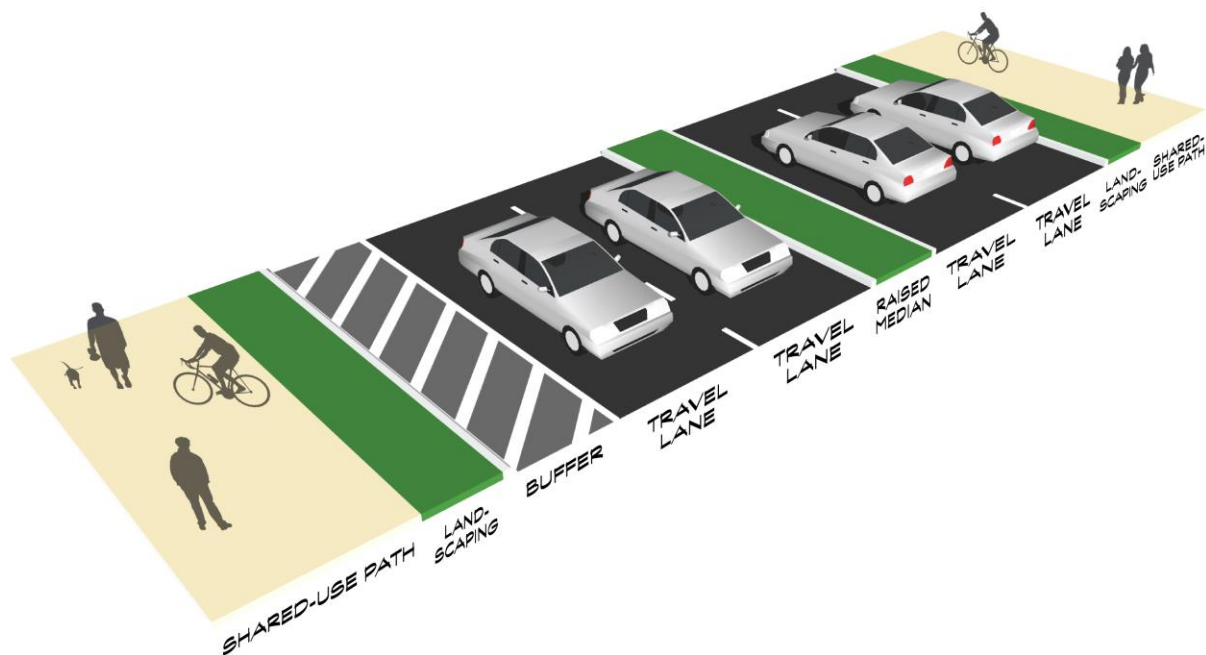
FINAL RECOMMENDATIONS

- Elements from the three design Alternatives combined to develop the final Recommendations

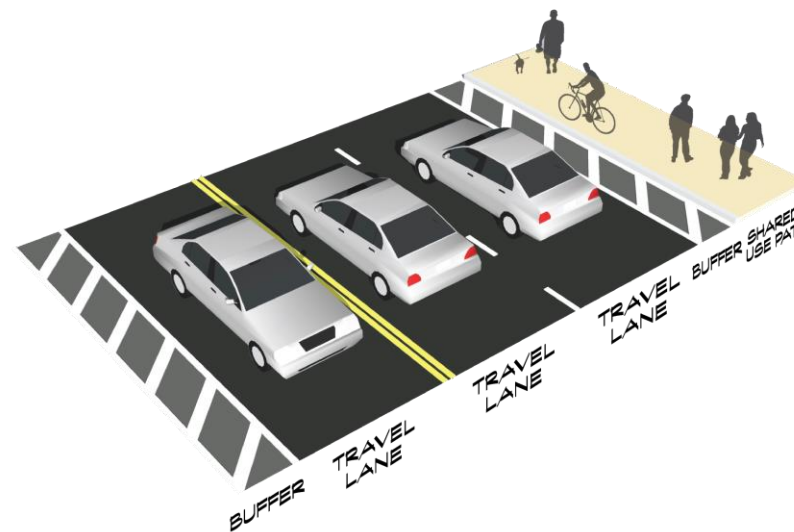
Recommendation	Segment 1	Segment 2
Lane Configuration	Widen to provide a 4-lane facility between 24th St and 36th St	Extend the 3-lane facility south to Spencer St (2 NB lanes and 1 SB lane)
Pedestrian/Bicycle Facilities	Install an off-street multi-use path along both sides of the roadway	Install an off-street multi-use path along the east side of the roadway
Midblock Crossings	Install signalized mid-block crossings at 29th St and north of 36th St	N/A
Intersection Control	Install roundabouts at 32nd St and 36th St	Realign the Dechaux Rd intersection (intersection control type to be determined when roadway alignment is finalized)
Access Management	Install non-linear (meandering median) between intersections	Install a southbound acceleration/ deceleration left-turn lane at 102nd St
Transit Facilities	Install in-line transit stops	Coordinate with Pierce Transit to discuss feasibility of NB bus stop installation at 102nd
UPRR Bridge	N/A	Maintain existing 2-lane bridge for NB traffic Construct new 2-lane bridge for SB traffic (allows for potential future widening of roadway and replacement of existing bridge) Construct new pedestrian/bicycle bridge

FINAL RECOMMENDATIONS

Segment 1 (combination of Alt. B & C)



Segment 2 (Alt A)



SEGMENT 1 FINAL RECOMMENDATIONS

- Elements from Alt A & B added to Alt C to develop final recommendations for Seg 1
- Off-street bike path added to recommended alternative based on community feedback

Project Goals	Evaluation Criteria	Alt A	Alt B	Alt C	Final Rec.
Segment 1					
Mobility and Safety	Intersection Operations				
	Roadway (Vehicle) Safety				
	Pedestrian Comfort/Safety				
	Bicycle Comfort/Safety				
	Accessibility (ADA Facilities, Crossings, etc.)				
	Effective Transit				
Land Use	Town Center Development				
	Effective Parallel Corridors				
	Local Business Access/Integration				
	Corridor Aesthetics				
Community Involvement/ Benefit	Community Support/Acceptance				
	Regional Mobility/Continuity/Resiliency				
	Constructability/Extendibility				
	Funding Availability/Grant Applicability				
Natural Environment	Minimal Environmental Impact				
	Stormwater Management				
Total (Raw Score)		19	22	24	26
Total (Weighted Score)		26.5	31	31.5	34.5

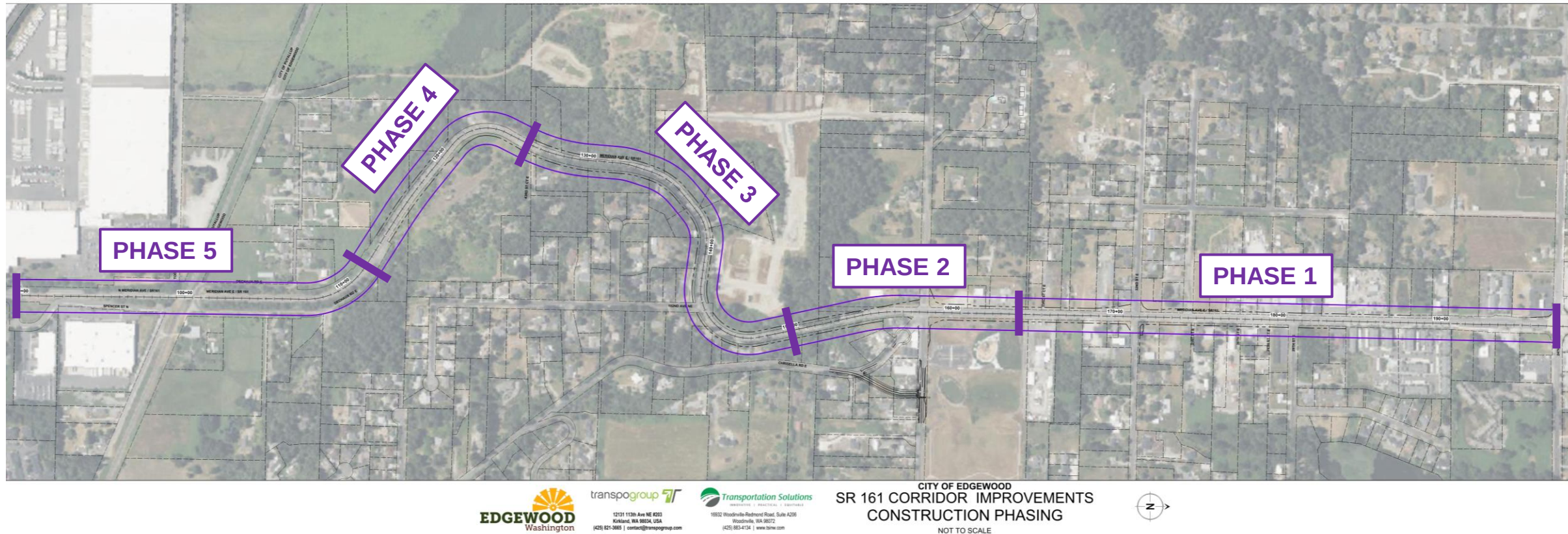
SEGMENT 2 FINAL RECOMMENDATIONS

- Elements from Alt B & C added to Alt A to develop final recommendations for Seg 1
- Roundabouts added to recommended alternative to calm traffic along Meridian
- Left-turn lane added to recommended alternative to improve safety at 102nd

Project Goals	Evaluation Criteria	Alt A	Alt B	Alt C	Final Rec.
Segment 2					
Mobility and Safety	Intersection Operations	○	●	◐	◐
	Roadway (Vehicle) Safety	◐	●	◐	◐
	Pedestrian Comfort/Safety	◐	○	●	●
	Bicycle Comfort/Safety	◐	○	●	●
	Accessibility (ADA Facilities, Crossings, etc.)	●	○	●	●
	Effective Transit	○	◐	○	○
Land Use	Local Business Access/Integration	●	◐	●	●
	Corridor Aesthetics	●	◐	●	●
Community Involvement/Benefit	Community Support/Acceptance	◐	●	◐	◐
	Regional Mobility/Continuity/Resiliency	●	○	●	●
	Constructability/Extendibility	●	◐	○	◐
	Funding Availability/Grant Applicability	◐	◐	●	●
Natural Environment	Minimal Environmental Impact	●	◐	○	●
	Stormwater Management	●	◐	◐	◐
Total (Raw Score)		19	13	18	21
Total (Weighted Score)		25.5	22	24.5	29

CONSTRUCTION PHASING

- Corridor improvements divided into 5 sections for phased implementation



COST ESTIMATE

- Planning-level cost estimates prepared for each construction phase

Construction Phase	Project Segment	Length		Station		Key Features			Plan Sheets	Est. Project Cost
		Miles	Feet	Begin	End	South	Middle	North		
1	1	.63	3,300	197+00	164+00	Horiz. Curve to RAB	32nd Roundabout	29th Intersection	7-10	\$18.1m
2	1 & 2	.27	1,400	164+00	150+00	Tangent to Roundabout	36th Roundabout	Horiz. Curve	6-7	\$11.1m
3	2	.45	2,400	150+00	126+00	Alignment to Intersection	102nd Ave Intersection	102nd Ave Intersection	4-6	\$19.3m
4	2	.27	1,400	126+00	112+00	Tangent to Roundabout	Dechaux Roundabout	Horiz. Curve to Tangent	3-4	\$12.2m
5	2	.49	2,600	112+00	86+00	Spencer Roundabout	UPRR Bridges (2 new)	Horiz. Curve to Tangent	1-3	\$63.9m
Total		2.11	11,100							\$124.7m

(Cost estimates provided in current year dollars)



WSDOT / STAKEHOLDER INPUT

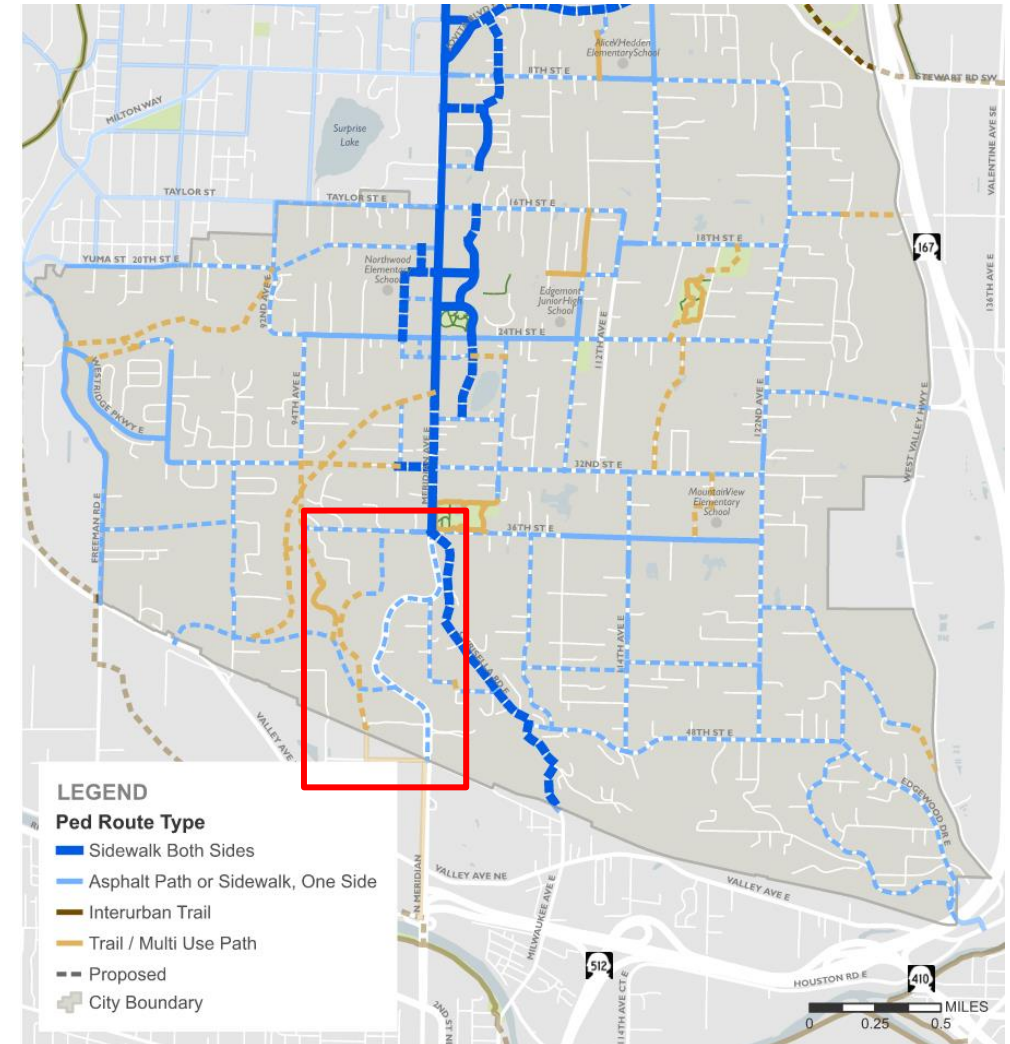
WSDOT / STAKEHOLDER FEEDBACK

1. Project needs to align with Complete Streets requirements
2. Demonstrate the need for an additional travel lane
3. How is transit being planned for? BAT lanes?
4. Selection of weighting factors for alternatives analysis



1. COMPLETE STREETS

- Project needs to expand mobility opportunities for all roadway users (primary concern south of 36th St)
- Non-motorized path proposed along the east side of the roadway for Segment 2
- Multi-use trail planned parallel to the Meridian corridor (west of the roadway)
- Allows for non-motorized access along Meridian while also providing an alternative route without high speeds/traffic volumes



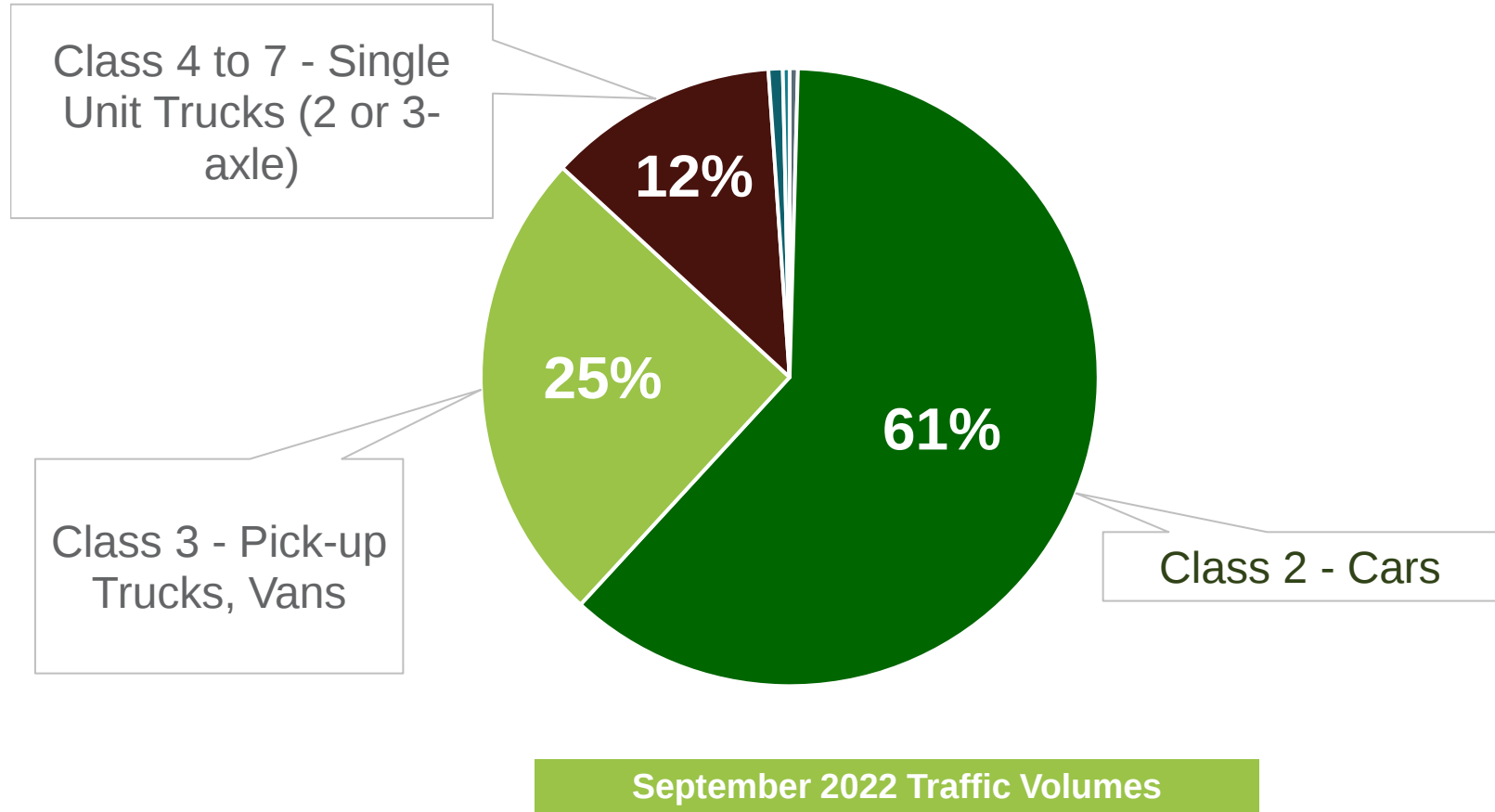
2. ADDITIONAL TRAVEL LANE (SEGMENT 1)

- SR 161 is currently a 3-lane facility between 24th St and 36th St
- Second travel lane is needed to accommodate peak hour directional volumes > 1,000 vehicles
- Previous WSDOT SR 161 study proposed a 5-lane roadway between 24th St and 36th St
- Evaluation of single-lane vs. multi-lane roundabouts along the corridor demonstrated a need for two travel lanes per direction



2. ADDITIONAL TRAVEL LANE (SEGMENT 2)

- South of 36th, second NB lane required as a climbing lane for trucks
- Approx. 4,500-foot uphill slope with a grade of ~6%
- Trucks/heavy vehicles account for over 12% of northbound volumes along SR 161
- Per WSDOT Design Manual Chapter 1270, the roadway meets the warrants for a climbing lane



3. WSDOT IDENTIFIED TRANSIT IMPROVEMENTS

- Business Access and Transit (BAT) lanes identified for SR 161 as part of the SR 167 Master Plan
- Install BAT lanes between 24th St and 36th St
- Repurpose NB climbing lane between 36th St and Spencer St

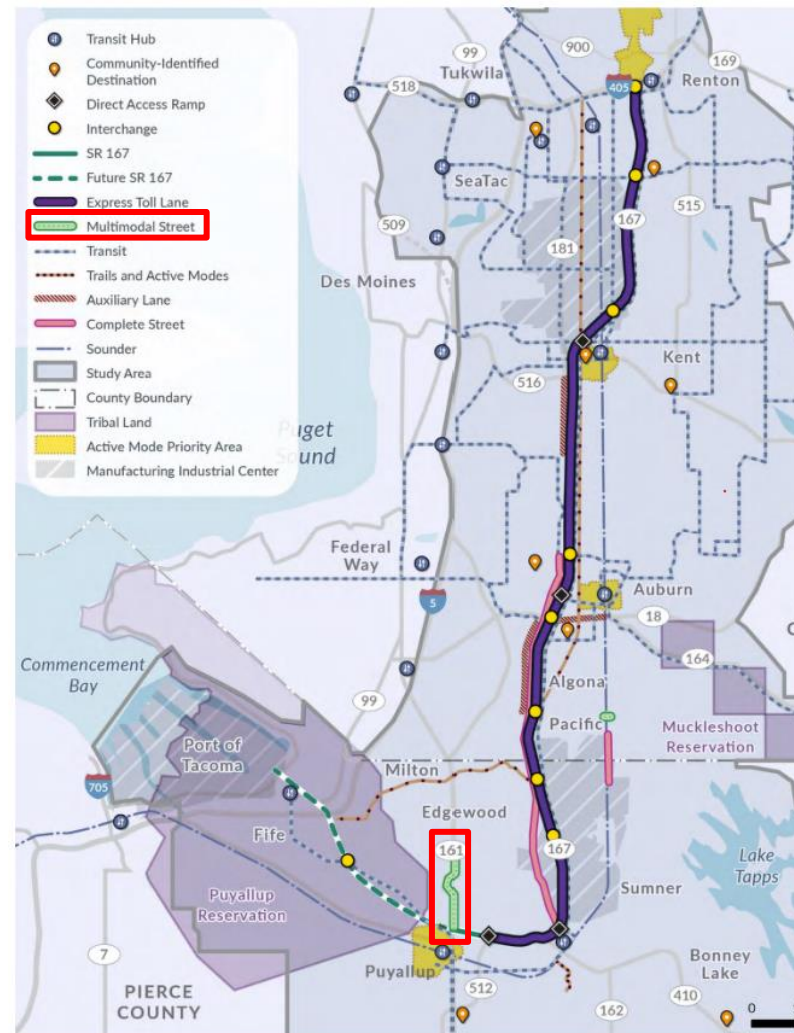
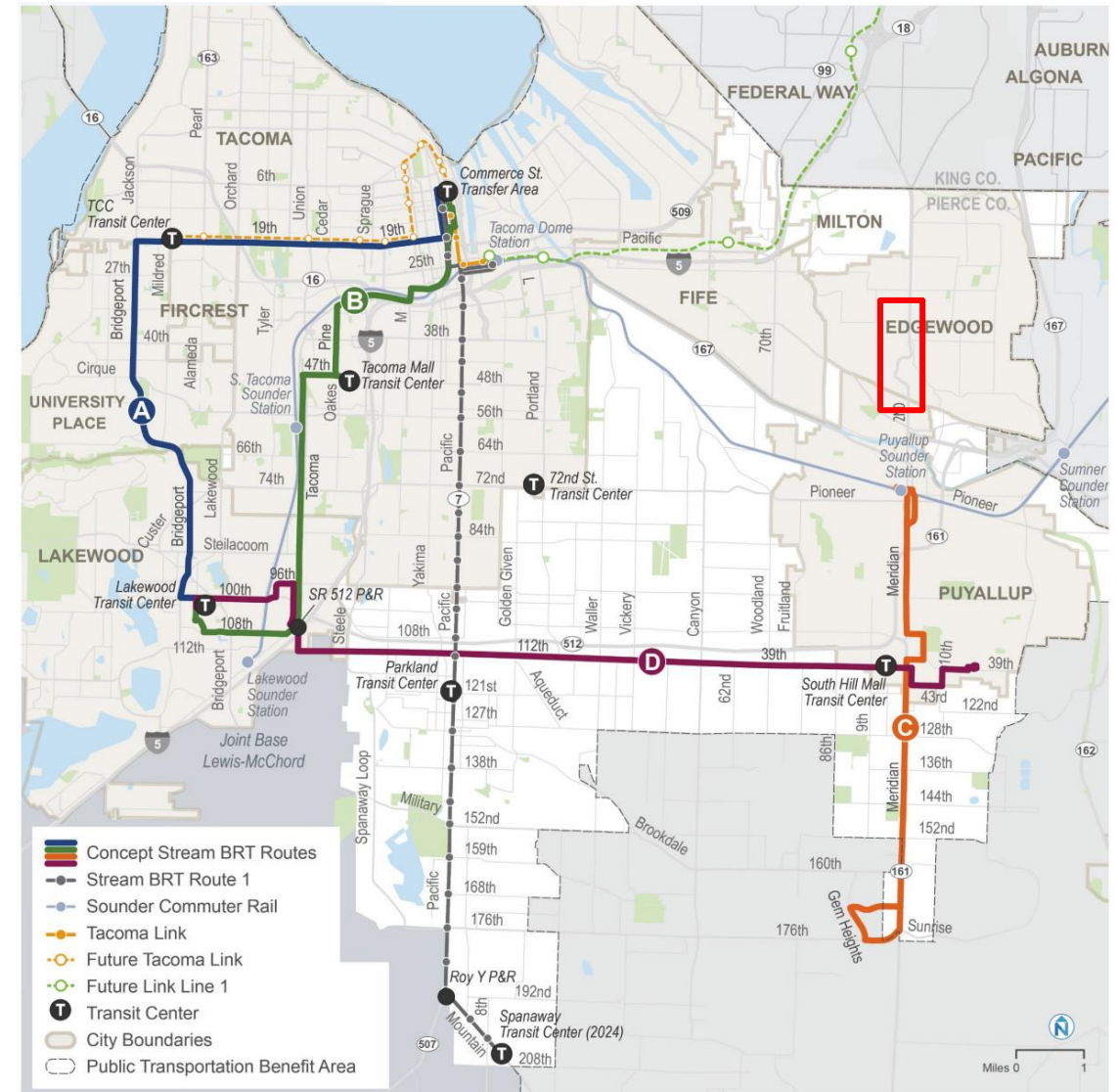


Figure 2-1. SR 167 Final Study Recommendations

Project or Strategy	Project or Strategy Description
C Street SW and 15th Street SW Intersection Improvements	Construct additional turn lanes and upgrade channelization at the intersection to improve traffic flow and transit priority; complete sidewalk improvements to connect the trail along C Street SW to 15th Street SW and provide bike facilities along 15th Street SW to connect to the Outlet Collection area and the Interurban Trail
Ellingson Road BNSF Overcrossing Rebuild	Reconstruct the existing BNSF overcrossing of Ellingson Road to accommodate an additional travel lane and a multipurpose path; remove the existing center column to improve lane alignment and safety for all modes
East Valley Highway	Build Complete Street with one to two travel lanes in each direction, a center turn lane where needed, and low-stress pedestrian and bicycle infrastructure (sidewalk, shared-use path, buffered bike lanes, etc.) between the White River Trail terminus/Lakeland Hills Way to Terrace View Drive
West Valley Highway	Build Complete Street with one travel lane in each direction, a center turn lane where needed, and low-stress pedestrian and bicycle infrastructure (sidewalk, shared-use path, buffered bike lanes, etc.) between 15th Avenue NW and Edgewood Drive E (7 miles)
Fryar Avenue and Zehnder Street Intersection Improvements	Improve intersection operations to enhance freight access to Sumner/Pacific Manufacturing Industrial Center
Meridian Business Access and Transit (BAT) Lanes	Add BAT Lanes to Meridian Avenue between Spencer Street and 24th Avenue E; a new bridge across railroad tracks and repurposing existing NB climbing lane north of Dechaux Road; Complete Streets improvements for pedestrian and bicycle access
Grady Way/Rainier Avenue Intersection Improvements	Improve transit operations at the Grady Way/Rainier Avenue intersection; look for opportunities to enhance multimodal access and safety at the intersection
Kent Transit Center – Access, Mobility, and Safety Improvements	Refine travel lanes to improve bus access, build new bicycle connections, and improve sidewalk and crossings to the Kent Transit Center
SR 167 Bus Rapid Transit (BRT)	New SR 167 BRT service between Puyallup and Renton with possible extension to Link light rail
Metro Connects Route 2028	New express route between Enumclaw and Auburn Station via SR 164
Metro Connects Route 3054	New local route between Kent and Tukwila via Southcenter Parkway
Metro Connects Route 3055	New local route between East Hill-Meridian and SeaTac Airport via Kent
Metro Connects Route 3061	New local route between Green River College and Renton Highlands via 132nd Avenue SE
Metro Connects Route 3068	New local or on-demand route between Auburn Station and Sunset Park via Stuck
Metro Connects Route 3069	New frequent route between Auburn Station and Angle Lake Station via Des Moines
Metro Connects Route 3062	New local route between Black Diamond and Kent Station via Wilderness Village
Metro Connects Route 3099	New local route between Federal Way Transit Center and Kent Station via Lakeland North
Metro Connects Route 3162	New frequent route between Green River College and Renton Transit Center via Kent East Hill
Metro Connects Route 3168	New local or on-demand route between Pacific and Auburn Station via Algona

3. PROPOSED TRANSIT IMPROVEMENTS

- Business Access and Transit (BAT) lanes not proposed for installation at this time
 - Not supported by transit ridership/headways
 - Pierce Transit BRT route does not extend through Edgewood
- Roadway design would allow for future installation of BAT lanes when transit headways and frequency support implementation (~10 buses per hour)
- Transit improvements included within the project:
 - In-line transit stops (24th St to 36th St)
 - Potential additional bus stop at 102nd Ave



4. WEIGHTING FACTOR SELECTION

- Weighting factors developed based on feedback gathered from the public survey
- Concern that too much emphasis was given to vehicular operations
- Highest scoring alternatives were not those that scored highest for intersection operations
- Adjusting weighting factors to give more preference to safety criteria would not affect which alternative scored the highest

Project Goals	Evaluation Criteria	Weighting Factor
Segment 1		
Mobility and Safety	Intersection Operations. How effective is the alternative in reducing vehicular delay at intersections and/or along the corridor?	3.0
	Roadway (Vehicle) Safety. To what degree would the alternative reduce collisions along the corridor?	1.5
	Pedestrian Comfort/Safety. How well does the alternative improve the comfort and safety of pedestrian facilities along the corridor?	1.0
	Bicycle Comfort/Safety. How well does the alternative improve the comfort and safety of bicycle facilities along the corridor?	1.0
	Accessibility (ADA Facilities, Crossings, etc.). To what degree does the alternative improve accessibility of the facilities along the corridor?	1.5
	Effective Transit. How well does the alternative reduce delay experienced by transit vehicles?	1.0

Project Goals	Evaluation Criteria	Alt A	Alt B	Alt C
Segment 1				
Mobility and Safety	Intersection Operations			
	Roadway (Vehicle) Safety			
	Pedestrian Comfort/Safety			
	Bicycle Comfort/Safety			
Total (Raw Score)		19	22	24
Total (Weighted Score)		26.5	31	31.5

Project Goals	Evaluation Criteria	Alt A	Alt B	Alt C
Segment 2				
Mobility and Safety	Intersection Operations			
	Roadway (Vehicle) Safety			
	Pedestrian Comfort/Safety			
	Bicycle Comfort/Safety			
Total (Raw Score)		19	13	18
Total (Weighted Score)		25.5	22	24.5



NEXT STEPS



NEXT STEPS

- Gather feedback from City Council members
- Incorporate comments and prepare final report for adoption

QUESTIONS



CONTACT

Jeremy Metzler, Public Works Director
City of Edgewood
jeremy@cityofedgewood.org

EXISTING CORRIDOR

Looking South



EXISTING CORRIDOR

Looking North



EXISTING CORRIDOR

Looking North



EXISTING CORRIDOR

Looking North



EXISTING CORRIDOR

Looking North



EXISTING CORRIDOR

Looking South



EXISTING CORRIDOR

Looking South



EXISTING CORRIDOR

Looking South



EXISTING CORRIDOR

Looking North





CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, April 9, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and Henry and William Powell led the attendees in the Pledge of Allegiance.

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Buckley, Councilmember Southard **Staff**

Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Sgt. Csapo, City Attorney Ann Marie Soto

2 AUDIENCE COMMENT

Laura Pauls, Laura Hansen, Abby Hansen, Karen Baldrige, Joane Rowe, Debbie Garrison, Kady Dunn, Ryan Powell, Jason Rasmuss, Jan Michaelson, Leon Schenck, and Aaron Pauls Spoke. Mayor Olson then recessed the meeting at 7:36pm, and reconvened it at 7:41pm.

3 MAYOR'S REPORT

Mayor Olson read his report into the record and then invited each director to speak on topics of their choosing.

4 CONSENT AGENDA:

- A. Regular City Council Meeting Minutes of March 26, 2024
- B. Study Session Meeting Minutes of April 2, 2024
- C. **AB24-014** - a motion approving April 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; AWC Employee Benefit Trust; and IRS 941 in the amount of \$203,234.71 and Vendor Check Numbers 26091 through 26105, with EFT and Direct Pay Payments in the amount of \$186,363.39. Total distributions submitted for review and authorization in the amount of \$389,598.10.
- D. **AB24-0713** - Resolution 24-0713 Climate Planning Grant Contract
- E. **AB24-0714** - Resolution 24-0714 ECP Landscape Maintenance Contract Amendment

Motion: As read **Action:** Approved **Moved by:** Councilmember Ramirez **Seconded by:** Councilmember Southard **Motion Passed 7-0**

5 COUNCIL BUSINESS

- A. **AB24-015** - Mayoral Appointment/Council Confirmation to the Parks & Recreation Advisory Board
Motion: As read **Action:** Approved **Moved by:** Councilmember Southard **Seconded by:** Deputy Mayor Tomin **Motion Passed 7-0**
- B. **AB24-0663** - Ordinance 24-0663 2024 Budget Amendment No. 1
Motion: As read **Action:** Approved **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Pazaruski **Motion Passed 7-0**

C. AB24-0715 - Resolution No. 24-0715 Fee Schedule Amendment

Motion: approving alternative item three with the amendment of striking "and similar activities for the sale of personal belongings" from bullet point one **Action:** Approved **Moved**

by: Councilmember West **Seconded by:** Councilmember Southard **Motion Passed 7-0**

6 COUNCIL COMMENTS

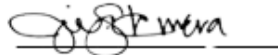
Councilmembers Buckley, Southard, Ramirez, Deputy Mayor Tomin, Mayor Olson, and Councilmember West spoke.

7 ADJOURN

Mayor Olson adjourned the meeting at 8:32pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk



CITY OF EDGEWOOD STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, April 16, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember West, and Councilmember Southard. **Excused:** Councilmember Keith, and Councilmember Buckley. **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, IT/Facilities Director Matthew Ray, Finance Director Hardeep Goraya, and Police Chief Jason Youngman.

2 COUNCIL BUSINESS

- A. Equity, Diversity, and Inclusion (Trainings, Planning, etc.)
Deputy Mayor Tomin shared a brief update on this topic and reminded everyone of the Volunteer Open House on April 30, 2024 at 6:00 p.m.
- B. Development Review
Code Compliance Manager John Fairbanks provided the update for this reoccurring agenda topic, and answered Council and Mayor's questions.
- C. Johnson and Johnson Opioid Settlement Participation Agreement
Assistant City Administrator Dave Gray brought this agenda item forward explaining that in order for the city to receive part of the settlement proceeds for our contribution to the Pierce County Opioid Abatement Council efforts, the city is invited to participate in a state-wide settlement agreement. He also updated the Council on the ILA agreement.

3 OTHER COUNCIL ITEMS

Mayor Olson, Deputy Mayor Tomin, and Councilmember West spoke.

4 ADJOURN

Mayor Olson adjourned the meeting at 7:20pm.

Dave Olson
Mayor

Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk



**CITY OF EDGEWOOD
ECONOMIC DEVELOPMENT ADVISORY BOARD (EDAB)
MEETING AGENDA SUMMARY**

Monday, March 4, 2024 – 6:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Michael Pierce called the meeting to order at 6pm.

Present: Andrew Wiesenfeld, Steven Weiss, Michael Pierce

2 CONSENT AGENDA:

- A.**
 - a. Agenda Approval or Modification
 - b. Approval of Meeting Minutes for June 5, 2023
 - c. Review of Monthly Development Review Reports

Motion: As read **Action:** Approved **Moved by:** Andrew Weiss **Seconded by:** Michael Pierce
Motion Passed 3-0

3 CITIZEN COMMENT PERIOD:

Deputy Mayor Tomy, and Mayor Olson, Jeanette Jurgensen spoke.

4 NEW BUSINESS

- A.** Chair and Vice Chair Appointments

Motion: Andrew Wiesenfeld for Chair **Action:** Approved **Moved by:** Michael Pierce **Seconded by:** Steve Weiss **Motion Passed 3-0**

- B.** Fence Code Amendments

Community & Economic Development Director Lauren Balisky briefed the board on the details of this agenda item, and discussion then ensued between board members and staff.

- C.** 2024 Work Plan

Senior Planner Morgan Dorner explained that since the board hadn't really met, there were only minimal clerical changes proposed, which she then briefly reviewed with the board.

5 OLD BUSINESS

- A.** Edgewood Community Picnic Update

Senior Planner Morgan Dorner discussed whether board members were interested in passing out flyers to local businesses to share information on the picnic.

- B.** Comprehensive Plan Update

Community & Economic Development Director Lauren Balisky explained that the staff is currently in the midst of this update, and asked the board to spread the word about upcoming workshops and open houses.

6 OPEN DISCUSSION

- A.** *This agenda item is intended to allow for open discussion and collaboration between members and staff. No action can be taken under this agenda item, but discussion may lead to future items for regular business and deliberations.*

Discussion then ensued about the various avenues for recruiting and retaining members.

7 STAFF COMMENTS

8 BOARD MEMBER UPDATES

9 ADJOURN

The next meeting of the Economic Development Advisory Board is scheduled for April 1, 2024.

The meeting was adjourned at 7:35pm.



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING AGENDA SUMMARY

Monday, March 11, 2024 – 6:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Chair Overfield called the meeting to order at 6:00pm.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: Guillory, Overfield, Wagner, Furey, Lenoir

Commissioners Absent: Greene, Pincas

2 CONSENT AGENDA:

a. Agenda Approval or Modifications

b. Review Planning Commission meeting minutes from February 12, 2024

Motion: As read **Action:** Approved **Moved by:** Commissioner Lenoir **Seconded by:** Commissioner Wanger **Motion Passed 5-0**

3 CITIZEN COMMENT PERIOD

Deputy Mayor Tomy spoke.

4 DISCUSSION ITEMS

a. 2024 Comprehensive Plan Update

Community and Economic Development Director Balisky presented the current project status, the draft land use and housing growth alternatives, and upcoming public engagement opportunities.

b. 2024 Work Plan

Commissioners reviewed this standing item briefly.

5 STAFF COMMENTS

Community and Economic Development Director Balisky shared the various ways people could view the meeting materials shared with respect to the Comprehensive Plan.

6 COMMISSIONER UPDATES

Chair Overfield welcomed new members.

7 ADJOURN

Chair Overfield adjourned the meeting at 7:12pm.



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB24-016 - a motion approving April 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; Employment Security Department, Department of Labor & Industries, Employment Security Department-PFML, and Employment Security Department-WA Cares Fund in the amount of \$171,072.91 and Vendor Check Numbers 26105 through 26122, with EFT and Direct Pay Payments in the amount of \$272,473.12. Total distributions submitted for review and authorization in the amount of \$443,546.03.	Agenda Item #:
	For Agenda of: 4/23/2024
	Prepared by: Stephanie Goff
Attachments (list): 1. 042324 Voucher Directory 2. 042324 Claims Register	
Approval of Materials: Stephanie Goff Rachel Pitzel, City Clerk/HR Director 4/18/2024 Dave Gray 4/18/2024 Dave Olson 4/18/2024	Expenditure Required: \$443,546.03
	Amount Budgeted: \$443,546.03
	Timeline:

Summary Statement:

Approving April 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; Employment Security Department, Department of Labor & Industry, Employment Security Department-PFML, and Employment Security Department-WA Cares Fund in the amount of \$171,072.91 and Vendor Check Numbers 26105 through 26122, with EFT and Direct Pay Payments in the amount of \$272,473.12. Total distributions submitted for review and authorization in the amount of \$443,546.03.

Item History:

Recommended Action:

MOTION to adopt AB24-016 - a motion approving April 2024 Budgeted as presented under the Consent Agenda.

Fiscal Note/Consideration:



Voucher Directory

Fiscal: : 2024 - April
Council Date: : 2024 - April - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Bunce Rental Inc.	26106			2024 - April - 2nd Council Meeting	
		401462-2			
			April Rental		
			001-076-000-576-80-45-03	Operating Rentals	\$251.03
				Trencher Rental-Nelson Farm Park-Community Gardens	
		Total 401462-2			\$251.03
	Total 26106				\$251.03
Total Bunce Rental Inc.					\$251.03
City of Sumner	26107			2024 - April - 2nd Council Meeting	
		1114-COS			
			Apr 2024 Metro Animal Svcs		
			001-019-000-554-30-41-01	Animal Control Services	\$7,134.75
				Animal Control Svcs. for April	
		Total 1114-COS			\$7,134.75
	Total 26107				\$7,134.75
Total City of Sumner					\$7,134.75
Code Publishing Inc.	26108			2024 - April - 2nd Council Meeting	
		GC10013721			
			EMC Web Update		
			001-019-030-514-20-41-01	Professional Services	\$3,794.06
				EMC Updates	
		Total GC10013721			\$3,794.06
	Total 26108				\$3,794.06
Total Code Publishing Inc.					\$3,794.06
Comcast Business					
	EFT Payment 4/18/2024 4:07:49 PM - 1			2024 - April - 2nd Council Meeting	
	199877968				
			4/15-5/14/24 Svcs		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$786.10

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall Internet	
		Total 199877968			\$786.10
		Total EFT Payment 4/18/2024 4:07:49 PM - 1			\$786.10
Total Comcast Business					\$786.10
CompuNet, Inc.					
	Direct Pay Payment 4/18/2024 4:09:16 PM - 1		2024 - April - 2nd Council Meeting		
	245745				
		PO 2023069			
		001-018-000-518-85-41-01		Contracted IT Services	\$3,883.85
				FortKnox-2 Year Subscription 2024/2026	
		001-018-000-591-18-70-01		Lease Payments	\$3,757.11
				FortKnox-2 Year Subscription 2024/2026	
	Total 245745				\$7,640.96
	245747				
		PO 2023069			
		001-018-000-518-85-49-03		Computer Subscriptions	\$543.48
				M365-2 Year Subscription 2024/2026	
		001-018-000-591-18-70-01		Lease Payments	\$5,381.00
				M365-2 Year Subscription 2024/2026	
	Total 245747				\$5,924.48
	245811				
		PO 2023069			
		001-018-000-594-18-64-02		Cap Exp-Computer Hardware	\$50,064.01
				Cohesity C5016 Backup System	
	Total 245811				\$50,064.01
	252884				
		PO 2023069			
		001-018-000-518-85-41-01		Contracted IT Services	\$5,000.00
				CompuNet Installation Services	
	Total 252884				\$5,000.00
	Total Direct Pay Payment 4/18/2024 4:09:16 PM - 1				\$68,629.45
Total CompuNet, Inc.					\$68,629.45

Vendor	Number	Reference	Account Number	Description	Amount
Core & Main LP					
	26109			2024 - April - 2nd Council Meeting	
		U624169			
			March Purchases		
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$497.01
				Pipe Wrenches (Qty 4), PTFE Tape, Thread Sealant	
		Total U624169			\$497.01
	Total 26109				\$497.01
Total Core & Main LP					\$497.01
Darel Roa					
	26110			2024 - April - 2nd Council Meeting	
		24-04010124			
			February Services		
			001-011-000-511-60-41-01	Professional Services	\$517.47
				Staff Head Shots (8)-Mayor & Council	
		Total 24-04010124			\$517.47
	Total 26110				\$517.47
Total Darel Roa					\$517.47
Department of Revenue					
	EFT Payment 4/18/2024 4:07:49 PM - 2			2024 - April - 2nd Council Meeting	
		033124-DOR			
			Q1 2024 Excise Tax Return		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$68.68
				Sales Tax-MerchBro Inc/WristbandBros-Wristbands/Keychains for PD	
			001-076-000-576-80-31-01	Operational Supplies	\$43.73
				Sales Tax-Dog Waste Depot-Dog Waste Bags	
			401-000-000-535-10-41-51	State Taxes	\$2,242.96
				1st Qtr Public Utility Tax	
		Total 033124-DOR			\$2,355.37
	Total EFT Payment 4/18/2024 4:07:49 PM - 2				\$2,355.37
Total Department of Revenue					\$2,355.37
Drain-Pro					
	26111			2024 - April - 2nd Council Meeting	
		126515			
			4/14-5/11/24 Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Edgemont Park	
		Total 126515			\$144.50
		126516			
			4/14-5/11/24 Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$259.00
				Nelson Nature Park	
		Total 126516			\$259.00

Vendor	Number	Reference	Account Number	Description	Amount
		126517			
			4/14-5/11/24 Svcs Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			Nelson Farm Park		
		Total 126517			\$144.50
		126518			
			4/14-5/11/24 Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$224.50
			Trailhead Park		
		Total 126518			\$224.50
		126519			
			4/14-5/11/24 Svcs PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			PW Yard		
		Total 126519			\$144.50
	Total 26111				\$917.00
Total Drain-Pro					\$917.00
EcoNorthwest					
	26112			2024 - April - 2nd Council Meeting	
		29151			
			March Services		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$4,475.00
			Prj 25974.00-Prologis Social & Economic Impact Review		
		Total 29151			\$4,475.00
	Total 26112				\$4,475.00
Total EcoNorthwest					\$4,475.00
Freeway Trailer Sales, Inc.					
	26113			2024 - April - 2nd Council Meeting	
		179377			
			PO 2024015		
			410-000-000-594-31-64-04	Equipment	\$11,142.49
			2024 Summit Denali Split Tilt Trailer		
		Total 179377			\$11,142.49
	Total 26113				\$11,142.49
Total Freeway Trailer Sales, Inc.					\$11,142.49
Hanson Tree Service LLC					
	26114			2024 - April - 2nd Council Meeting	
		195029			
			April Services		
			001-076-000-576-80-41-01	Professional Services	\$126.62

Vendor	Number	Reference	Account Number	Description	Amount
				Arborist Report	
		Total 195029			\$126.62
	Total 26114				\$126.62
Total Hanson Tree Service LLC					\$126.62
Herrera Environmental Consultants, Inc.					
	Direct Pay Payment 4/18/2024 4:09:16 PM - 2		2024 - April - 2nd Council Meeting		
	55976				
		March Services Prj 21-07638-006			
		001-058-000-558-60-41-01		Professional Services-Reimbursable	\$4,565.67
				Prologis Park Review	
	Total 55976				\$4,565.67
	Total Direct Pay Payment 4/18/2024 4:09:16 PM - 2				\$4,565.67
Total Herrera Environmental Consultants, Inc.					\$4,565.67
HWA GeoSciences Inc.					
26115			2024 - April - 2nd Council Meeting		
	35695				
		March Svcs-Prologis DEIS-Pavement Analysis			
		001-058-000-558-60-41-01		Professional Services-Reimbursable	\$13,836.91
				Prologis DEIS-Pavement Analysis	
	Total 35695				\$13,836.91
	Total 26115				\$13,836.91
Total HWA GeoSciences Inc.					\$13,836.91
Jennings Equipment, Inc.					
	Direct Pay Payment 4/18/2024 4:09:16 PM - 3		2024 - April - 2nd Council Meeting		
	119622P				
		PO 2024016			
		410-000-000-594-31-64-04		Equipment	\$86,514.32
				New Kubota Mini Excavator	
	Total 119622P				\$86,514.32
	52049P				
		April Purchases			
		001-022-000-548-30-32-02		Supplies/Parts-Vehicles & Equipment	\$190.61
				Attachment Pins-Kubota Mini Excavator(Bucket)	
	Total 52049P				\$190.61
	Total Direct Pay Payment 4/18/2024 4:09:16 PM - 3				\$86,704.93
Total Jennings Equipment, Inc.					\$86,704.93

Vendor	Number	Reference	Account Number	Description	Amount
KPG Psomas, Inc.					
	26116			2024 - April - 2nd Council Meeting	
		207160			
				March Svcs-Interurban Trail Phase III	
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$32,191.18
				Interurban Trail Phase III	
		Total 207160			\$32,191.18
	Total 26116				\$32,191.18
Total KPG Psomas, Inc.					\$32,191.18
Madrona Law Group, PLLC					
		Direct Pay Payment 4/18/2024 4:09:16 PM - 4		2024 - April - 2nd Council Meeting	
		12532			
				March Services	
			001-018-000-515-41-41-01	Legal Services-External	\$1,432.00
				Edgewood Heights	
		Total 12532			\$1,432.00
		12533			
				March Services	
			001-018-000-515-41-41-01	Legal Services-External	\$1,738.50
				Edgewood v. Owens Services	
		Total 12533			\$1,738.50
		12534			
				March Services	
			001-018-000-515-41-41-01	Legal Services-External	\$11,040.00
				General City Attorney Services	
		Total 12534			\$11,040.00
		12535			
				March Services	
			001-018-000-515-41-41-01	Legal Services-External	\$670.00
				Prologis Project Services	
		Total 12535			\$670.00
		12536			
				March Services	
			001-018-000-515-41-41-01	Legal Services-External	\$836.75
				Reynolds LUPA	
		Total 12536			\$836.75
		12537			
				March Services	
			001-018-000-515-41-41-01	Legal Services-External	\$45.00
				Suelo Marina/Dhaliwal TC Landing LID Foreclosure	
		Total 12537			\$45.00
	Total Direct Pay Payment 4/18/2024 4:09:16 PM - 4				\$15,762.25
Total Madrona Law Group, PLLC					\$15,762.25

Vendor	Number	Reference	Account Number	Description	Amount
Mt. View-Edgewood Water Co.	26117			2024 - April - 2nd Council Meeting	
		15690-3401 2/11-4/10/24			
			2/11-4/10/24 11912 18th St E		
			001-018-000-518-30-47-02	Water	\$70.05
				Nelson Farm Park	
		Total 15690-3401 2/11-4/10/24			\$70.05
		19143-3401 2/11-4/10/24			
			2/11-4/10/24 2228 118th Ave E		
			001-018-000-518-30-47-02	Water	\$53.73
				Nelson Nature Park	
		Total 19143-3401 2/11-4/10/24			\$53.73
		2-3401 2/11-4/10/24			
			2/11-4/10/24 11010 24th St E		
			001-018-000-518-30-47-02	Water	\$153.87
				Edgemont Park	
		Total 2-3401 2/11-4/10/24			\$153.87
	Total 26117				\$277.65
Total Mt. View-Edgewood Water Co.					\$277.65
Office Depot				2024 - April - 2nd Council Meeting	
		EFT Payment 4/18/2024 4:07:49 PM - 3			
		362139198001			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$126.11
				Paper Towels-Parks	
		Total 362139198001			\$126.11
		Total EFT Payment 4/18/2024 4:07:49 PM - 3			\$126.11
Total Office Depot					\$126.11
Peak Industrial Inc	26118			2024 - April - 2nd Council Meeting	
		IBS#832016			
			April Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$297.32
				Binders/Rachets for Trailer Transport-Kubota Excavator	
		Total IBS#832016			\$297.32
	Total 26118				\$297.32
Total Peak Industrial Inc					\$297.32
Pierce County Budget & Finance PW	26119			2024 - April - 2nd Council Meeting	
		CI-349884			
			March Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$4,424.16

Vendor	Number	Reference	Account Number	Description	Amount
				March Services-Signs & Signals	
		Total CI-349884			\$4,424.16
	Total 26119				\$4,424.16
Total Pierce County Budget & Finance PW					\$4,424.16
Pitney Bowes Global Financial Services					
	EFT Payment 4/18/2024 4:07:49 PM - 4			2024 - April - 2nd Council Meeting	
	3318711406				
		12/30-3/29/24 Lease			
		001-018-000-591-18-70-01		Lease Payments	\$188.66
				Postage Meter Lease	
		Total 3318711406			\$188.66
	Total EFT Payment 4/18/2024 4:07:49 PM - 4				\$188.66
Total Pitney Bowes Global Financial Services					\$188.66
Puget Sound Energy					
	EFT Payment 4/18/2024 4:07:49 PM - 5			2024 - April - 2nd Council Meeting	
	220033631924 Mar 2024				
		March Statement			
		001-018-000-518-30-47-01		Electricity	\$220.81
				2/29-3/29/24 Svcs	
		Total 220033631924 Mar 2024			\$220.81
	Total EFT Payment 4/18/2024 4:07:49 PM - 5				\$220.81
Total Puget Sound Energy					\$220.81
Raedeke Associates, Inc.					
	Direct Pay Payment 4/18/2024 4:09:16 PM - 5			2024 - April - 2nd Council Meeting	
	61207				
		Prj 2018-097 March Services			
		001-076-000-576-80-41-01		Professional Services	\$919.68
				108f-Edgewood Community Park-Mitigation Monitoring	
		Total 61207			\$919.68
	Total Direct Pay Payment 4/18/2024 4:09:16 PM - 5				\$919.68
Total Raedeke Associates, Inc.					\$919.68

Vendor	Number	Reference	Account Number	Description	Amount
Refunds/Reimbursements Vendor					
	26120			2024 - April - 2nd Council Meeting	
		031224-JT		James Tumelson	
			Mileage Reimbursement		
			001-058-000-558-50-43-01	Travel	\$191.62
				Code Training-Leavenworth	
		Total 031224-JT			\$191.62
	Total 26120				\$191.62
Total Refunds/Reimbursements Vendor					\$191.62
Shell					
	EFT Payment 4/18/2024 4:07:49 PM - 6			2024 - April - 2nd Council Meeting	
	96293335				
			March Statement		
			001-022-000-548-30-32-01	Fuel	\$2,752.05
				March Statement	
			001-022-000-548-30-48-07	Maintenance/Repairs-Vehicles	\$195.71
				Oil Change-Vehicles #5 & #16	
		Total 96293335			\$2,947.76
	Total EFT Payment 4/18/2024 4:07:49 PM - 6				\$2,947.76
Total Shell					\$2,947.76
Smarsh, Inc.					
	EFT Payment 4/18/2024 4:07:49 PM - 7			2024 - April - 2nd Council Meeting	
	INV-158885				
			3/1-3/31/24 Web Archiving		
			001-018-000-518-85-49-03	Computer Subscriptions	\$1.76
				3/1-3/31/24 Web Archiving	
		Total INV-158885			\$1.76
	Total EFT Payment 4/18/2024 4:07:49 PM - 7				\$1.76
Total Smarsh, Inc.					\$1.76
State Auditor's Office					
	Direct Pay Payment 4/18/2024 4:09:16 PM - 6			2024 - April - 2nd Council Meeting	
	L160611				
			Audit No. 56577		
			001-014-000-514-20-41-04	State Auditor	\$347.75
				2021-2022 Financial Audit	
		Total L160611			\$347.75
	Total Direct Pay Payment 4/18/2024 4:09:16 PM - 6				\$347.75
Total State Auditor's Office					\$347.75

Vendor	Number	Reference	Account Number	Description	Amount
Sterling Automotive Service					
	26121			2024 - April - 2nd Council Meeting	
		0007873			
			April Services		
			001-022-000-548-30-48-07	Maintenance/Repairs-Vehicles	\$1,766.68
				Oil Change & Replace Front Hub Bearing-Vehicle #6	
		Total 0007873			\$1,766.68
	Total 26121				\$1,766.68
Total Sterling Automotive Service					\$1,766.68
US Bank ACH/EFT					
	EFT Payment 4/18/2024 4:09:05 PM - 1			2024 - April - 2nd Council Meeting	
		040524-US Bank			
			March Safekeeping Fees		
			001-018-000-514-20-42-05	Bank & Bond Fees	\$30.00
				March Safekeeping Fees	
		Total 040524-US Bank			\$30.00
		041224-US Bank			
			March Customer Analysis Fees		
			001-018-000-514-20-42-05	Bank & Bond Fees	\$1,183.80
				Customer Analysis Fees	
		Total 041224-US Bank			\$1,183.80
	Total EFT Payment 4/18/2024 4:09:05 PM - 1				\$1,213.80
Total US Bank ACH/EFT					\$1,213.80
US Bank Corporate Payment System					
	EFT Payment 4/18/2024 4:07:49 PM - 8			2024 - April - 2nd Council Meeting	
		032524-US Bank			
			March Statement		
			001-011-000-511-60-31-30	Meals & Refreshments	\$176.88
				M.Ray-Acorn-Lunch-Council Retreat	
			001-011-000-511-60-31-30	Meals & Refreshments	\$52.99
				M.Ray-Safeway-Food & Refreshments-Council Retreat	
			001-011-000-511-60-31-30	Meals & Refreshments	\$87.39
				M.Ray-Costco-Food & Refreshments-Council Retreat	
			001-011-000-511-60-49-03	Registration & Training	\$30.00
				D.Olson-AWC-EOE Webinar-Social Media 101	
			001-011-000-511-60-49-03	Registration & Training	\$40.00
				D.Olson-MRSC-Webinar-Personnel & Employment Records	
			001-011-000-511-60-49-03	Registration & Training	\$30.00
				D.Olson-AWC-EOE Webinar-HR 101	
			001-011-000-511-60-49-03	Registration & Training	\$305.00
				R.Pitzel-AWC-Mayor's Exchange Registration, EOE Webinars-R.Tomyn	
			001-011-000-511-60-49-03	Registration & Training	\$30.00
				D.Olson-AWC-EOE Webinars-Ethics 101	

Vendor	Number	Reference	Account Number	Description	Amount
			001-011-000-511-60-49-03	Registration & Training	\$30.00
				D.Olson-AWC-EOE Webinar-Finance 101	
			001-011-000-511-60-49-03	Registration & Training	\$30.00
				D.Olson-AWC-EOE Webinar-GMA Planning	
			001-014-000-514-20-49-03	Registration & Training	\$35.00
				S.Goff-PSFOA-March Meeting-H.Goraya	
			001-014-000-514-20-49-03	Registration & Training	\$125.00
				S.Goff-WFOA-BARS Webinar-H.Goraya,S.Goff,V.Lundgren	
			001-014-000-514-20-49-03	Registration & Training	\$35.00
				S.Goff-PSFOA-March Meeting-S.Goff	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$25.51
				B.Whitman-Milton Ace-Paint Supplies-City Hall	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$25.30
				J.Bartelson-Costco-Napkins & Paper Plates-Staff Lunchroom	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$40.72
				J.Bartelson-Costco-Garbage Bags-City Hall	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$8.79
				J.Bartelson-Shell-Ice-BE Team 1 Qtr Meet & Eat	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$2.75
				J.Bartelson-Dew Point Coffee-Staff Birthday Cookie-BE Team	
			001-018-000-518-85-49-01	Memberships & Subscriptions	\$225.00
				M.Ray-E3 Creative-ACCIS Membership Dues	
			001-018-000-518-85-49-03	Computer Subscriptions	\$69.00
				M.Ray-Netflare/Dmarcly-Email Health/Reputation Monitor	
			001-019-020-518-90-43-02	Lodging & Meals	\$164.00
				J.Bartelson-Hilton Garden Inn-Lodging 2024 Healthy Worksite Summit Convergence	
			001-019-020-518-90-49-03	Registration & Training	\$75.00
				J.Bartelson-PermitTechNation-Training Webinar-Understanding Construction Drawings	
			001-019-030-514-20-43-02	Lodging & Meals	\$338.94
				J.S.Herrera-Red Lion-Lodging WMCA Spring Conference	
			001-022-000-544-20-49-03	Registration & Training	\$37.25
				H.Auelua-WA DOL-Commercial Driver License Application	
			001-022-000-544-20-49-03	Registration & Training	\$15.45
				H.Auelua-WA DOL-Driving Record Report	
			001-022-000-544-20-49-03	Registration & Training	\$42.25
				H.Auelua-WA DOL-Commercial Driver License Learner's Permit	
			001-022-000-548-30-31-01	Operating Supplies	\$188.10
				B.Whitman-Harbor Freight-Tarps, Bungees, Sm.Tools, Paint Supplies	
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$132.12
				B.Whitman-Milo's Locksmith & Security-Key-Vehicle #12	
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$14.75
				B.Whitman-Milo's Locksmith & Security-Keys-Vehicle #19 Boxes	
			001-058-000-558-50-31-53	PPE-Personal Protective Equipment	\$231.02
				J.Tumelson-Sportsman's Warehouse-Work Boots	
			001-058-000-558-50-41-01	Professional Service	\$55.00
				J.S.Herrera-WABO-Permit Tech Job Posting	

Vendor	Number	Reference	Account Number	Description	Amount
			001-058-000-558-50-41-01	Professional Service	\$55.00
				J.S-Herrera-WABO-Plans Examiner/Combo Inspector Job Posting	
			001-058-000-558-50-43-02	Lodging & Meals	\$39.72
				J.Tumelson-Claudio's-Dinner-Building Code Conference	
			001-058-000-558-50-43-02	Lodging & Meals	\$502.23
				J.Tumelson-Enzian-Lodging-Building Code Conference	
			001-058-000-558-50-43-02	Lodging & Meals	\$21.60
				J.Tumelson-Los Camperos-Dinner-Building Code Conference	
			001-058-000-558-50-43-02	Lodging & Meals	\$21.29
				G.Mehr-The Windmill-Dinner-Training	
			001-058-000-558-50-43-02	Lodging & Meals	\$512.26
				G.Mehr-Enzian Inn-Lodging NWC Chapter of ICC Training	
			001-058-000-558-50-43-02	Lodging & Meals	\$28.28
				J.Tumelson-Rhein Haus-Dinner-Building Code Conference	
			001-058-000-558-50-43-02	Lodging & Meals	\$20.55
				G.Mehr-Baren Haus-Dinner-Training	
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	\$100.00
				J.S-Herrera-APAWA-Associate Planner Job Posting	
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	\$499.00
				J.S-Herrera-SGR-Associate Planner Job Posting	
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	\$50.00
				J.S-Herrera-APA-Associate Planner Job Posting	
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	\$99.95
				J.S-Herrera-Planetizen-Associate Planner Job Posting	
			001-058-010-558-50-43-01	Travel	\$112.72
				J.Fairbanks-Uber-Transportation (2/26-3/2/24)-Educode Conference	
			001-058-010-558-50-43-02	Lodging & Meals	\$172.33
				J.Fairbanks-Excalibur-Lodging-Educode Conference	
			001-058-010-558-50-49-01	Memberships & Subscriptions	\$75.00
				J.Fairbanks-American Assoc. of Code Enforcement-Membership Dues	
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$29.99
				T.Roland-Lowes-4x4 Posts for 110th St Parking Signs	
			410-000-000-531-41-31-02	NPDES EDU Activities	\$284.39
				J.Privett-Puyallup Bark Supply-5 Yds Beauty Bark-Nelson Nature Park	
			Total 032524-US Bank		\$5,322.52
			Total EFT Payment 4/18/2024 4:07:49 PM - 8		\$5,322.52
			Total US Bank Corporate Payment System		\$5,322.52

WA Assoc. of Building Officials
26122

46606

2024 - April - 2nd Council Meeting

WABO Annual Business Meeting(J.Tumelson)

001-058-000-558-50-49-03	Registration & Training	\$115.00
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Vendor	Number	Reference	Account Number	Description	Amount
				WABO Annual Business Meeting(J.Tumelson)	
		Total 46606			\$115.00
		Total 26122			\$115.00
Total WA Assoc. of Building Officials					\$115.00
Whistle Workwear / Workworld					
	Direct Pay Payment 4/18/2024 4:09:16 PM - 7		2024 - April - 2nd Council Meeting		
		INV2040004928			
		April Purchases			
		001-022-000-544-20-31-54		Work Clothing/Uniforms	\$99.05
				T-Shirts (Qty 5)-H.Auelua	
		Total INV2040004928			\$99.05
		INV2040004929			
		April Purchases			
		001-022-000-544-20-31-54		Work Clothing/Uniforms	\$163.44
				Hi-Vis T-Shirts (Qty 5)-H.Auelua	
		Total INV2040004929			\$163.44
	Total Direct Pay Payment 4/18/2024 4:09:16 PM - 7				\$262.49
Total Whistle Workwear / Workworld					\$262.49
Xtreme Graphix, Inc.					
	EFT Payment 4/18/2024 4:07:49 PM - 9		2024 - April - 2nd Council Meeting		
		24-574			
		April Purchases			
		001-022-000-548-30-31-01		Operating Supplies	\$162.06
				Decals for Vehicles/COE Logo Decals	
		Total 24-574			\$162.06
	Total EFT Payment 4/18/2024 4:07:49 PM - 9				\$162.06
Total Xtreme Graphix, Inc.					\$162.06
Grand Total		Vendor Count	34		\$272,473.12

City of Edgewood 2024

April 23rd 2024 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
DCP EFT 4/15/24	Deferred Compensation Program	4/15/2024	\$19,749.11
Direct Deposit Run -	Payroll Vendor	4/15/2024	\$95,741.40
DRS EFT 4/15/24	Dept of Retirement Systems	4/15/2024	\$21,116.87
IRS 941 EFT 4/15/24	IRS 941	4/15/2024	\$18,673.96
Q1 2024 EFT- ESD UI	Employment Security Department	4/15/2024	\$1,580.41
Q1-2024 L&I EFT	Dept of Labor & Industry	4/15/2024	\$7,526.83
Q1-2024 PFML EFT	Employment Security Department-PFML	4/15/2024	\$4,404.43
Q1-2024 WA Cares	Employment Security Department-WA Cares Fund	4/15/2024	\$2,279.90
Total			\$171,072.91

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26105 Last Number Issued Previous Authorization			
26106	Bunce Rental Inc.	4/23/2024	\$251.03
26107	City of Sumner	4/23/2024	\$7,134.75
26108	Code Publishing Inc.	4/23/2024	\$3,794.06
26109	Core & Main LP	4/23/2024	\$497.01
26110	Darel Roa	4/23/2024	\$517.47
26111	Drain-Pro	4/23/2024	\$917.00
26112	EcoNorthwest	4/23/2024	\$4,475.00
26113	Freeway Trailer Sales, Inc.	4/23/2024	\$11,142.49
26114	Hanson Tree Service LLC	4/23/2024	\$126.62
26115	HWA GeoSciences Inc.	4/23/2024	\$13,836.91
26116	KPG Psomas, Inc.	4/23/2024	\$32,191.18
26117	Mt. View-Edgewood Water Co.	4/23/2024	\$277.65
26118	Peak Industrial Inc	4/23/2024	\$297.32
26119	Pierce County Budget & Finance PW	4/23/2024	\$4,424.16
26120	Tumelson, James	4/23/2024	\$191.62
26121	Sterling Automotive Service	4/23/2024	\$1,766.68
26122	WA Assoc. of Building Officials	4/23/2024	\$115.00
Direct Pay Payment	CompuNet, Inc.	4/23/2024	\$68,629.45
Direct Pay Payment	Herrera Environmental Consultants, Inc.	4/23/2024	\$4,565.67
Direct Pay Payment	Jennings Equipment, Inc.	4/23/2024	\$86,704.93
Direct Pay Payment	Madrona Law Group, PLLC	4/23/2024	\$15,762.25
Direct Pay Payment	Raedeke Associates, Inc.	4/23/2024	\$919.68
Direct Pay Payment	State Auditor's Office	4/23/2024	\$347.75
Direct Pay Payment	Whistle Workwear / Workworld	4/23/2024	\$262.49
EFT Payment	Comcast Business	4/23/2024	\$786.10
EFT Payment	Department of Revenue	4/23/2024	\$2,355.37
EFT Payment	Office Depot	4/23/2024	\$126.11
EFT Payment	Pitney Bowes Global Financial Services	4/23/2024	\$188.66
EFT Payment	Puget Sound Energy	4/23/2024	\$220.81
EFT Payment	Shell	4/23/2024	\$2,947.76
EFT Payment	Smarsh, Inc.	4/23/2024	\$1.76
EFT Payment	US Bank Corporate Payment System	4/23/2024	\$5,322.52
EFT Payment	Xtreme Graphix, Inc.	4/23/2024	\$162.06
EFT Payment	US Bank ACH/EFT	4/23/2024	\$1,213.80

Total Claims Voucher Distribution	\$272,473.12
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Total Distribution Submitted for Review & Authorization	\$ 443,546.03
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$ 443,546.03
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Dave Olson

_____ Council Member

RESOLUTION NO. 24-0716

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE JOHNSON & JOHNSON SETTLEMENT PARTICIPATION AGREEMENT RELATED TO THE ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS

WHEREAS, multiple states, counties, and cities throughout the nation have brought lawsuits over the last few years against various entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescription opioids (the “Opioid Distributors”); and

WHEREAS, the State of Washington reached a settlement with Johnson & Johnson for \$123,340.00 plus fees and costs that will be distributed in a single payment to the state and shared 50/50 between counties and cities; and

WHEREAS, Washington cities and counties with populations over can join this settlement, and if a sufficient number join, they will receive the full settlement with no hold back; and

WHEREAS, a local government can either spend the money itself or elect to pool its money with other local governments on a regional basis; and

WHEREAS, the proceeds can only be used for approved purposes, such as treatment for opioid use disorder (“OUD”), support for people in treatment and recovery, providing connections to care for people who have—or are at risk of developing—OUD, addressing the needs of persons with OUD in the criminal justice system, training, and research; and

WHEREAS, the city distributions are on the same basis as those identified in the One Washington Memorandum of Understanding (“MOU”); and

WHEREAS, local jurisdictions may pool the funds with other jurisdictions to undertake coordinated and regional efforts to combat the opioid pandemic; and

WHEREAS, the City must sign the Participation Forms in order to participate and receive funds from the Johnson & Johnson settlement; and

WHEREAS, the City Council finds it is in the best interest of the City to execute the Johnson & Johnson settlement participation form to receive a portion of the settlement proceeds to use to address opioid issues faced by the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Johnson & Johnson Settlement (Janssen Settlement) Participation Form Authorized. The City Council authorizes the mayor to sign the Johnson & Johnson (Janssen Settlement) Settlement Participation Agreement, attached and incorporated herein as Exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 23RD DAY OF APRIL 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

EXHIBIT B

Settlement Participation Form

Governmental Entity:	City of Edgewood	State:	Washington
Authorized Official:	Mayor Olson		
Address 1:	2224 104th Avenue East		
Address 2:			
City, State, Zip:	Edgewood, WA 98372		
Phone:	253.952.3299		
Email:	finance@cityofedgewood.org		

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Janssen Washington State-Wide Opioid Settlement Agreement dated January 22, 2024 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 30 days of the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

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

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

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

9. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

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

Signature: 

Name: Dave Olson

Title: Mayor

Date: April 9, 2024

JANSSEN WASHINGTON STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. Overview

This settlement agreement (the “*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among Janssen, the State of Washington, and Participating Subdivisions (as those terms are defined below). Janssen 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 Janssen expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. 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.

II. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Agreement*” means this agreement as set forth above, inclusive of all exhibits.
2. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, that have allegedly been caused by Janssen.
3. “*Attorney*” means any of the following retained through a legal contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision.
4. “*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.

5. “*Claim Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
6. “*Compensatory Restitution Amount*” means the aggregate amount of payments by Janssen hereunder other than amounts used for attorneys’ fees and costs.
7. “*Consent Judgment*” means a consent judgment in the form attached as Exhibit E.
8. “*Court*” means the court to which the Agreement and the Consent Judgment are presented for approval and/or entry.
9. “*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) 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.
10. “*Effective Date*” means January 22, 2024.
11. “*Janssen*” means Johnson & Johnson, Johnson & Johnson Innovative Medicine, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
12. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision or the State to recover for alleged harms to the Subdivision, the State, and/or the people thereof) that brought any Released Claims against any Released Entity on or before the Effective Date that were not separately

resolved prior to that date. A list of all Litigating Subdivisions known to the Parties is included in Exhibit F hereto.

13. “*Net Settlement Amount*” means the amount paid by Janssen into the Settlement Fund under subsection V.C. For the avoidance of doubt, the Net Settlement Amount does not include amounts paid for State Outside and Inside Counsel Fees and Costs pursuant to subsection IX.A.
14. “*Non-Litigating Subdivision*” means a Subdivision that is not a Litigating Subdivision.
15. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
16. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
17. “*Non-Released Entity*” means an entity that is not a Released Entity.
18. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Exhibit J provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.
19. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.
20. “*Parties*” means Janssen and the State of Washington (each, a “*Party*”).
21. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “*Product*” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “*Product*” includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone,

naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

22. “*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 Subdivisions 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 Subdivisions, or any Releasors (whether or not such State, Subdivision, or Releasor has brought such action or proceeding), provided the Covered Conduct occurs prior to the Effective Date. 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, provided the Covered Conduct occurs prior to the Effective Date. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Subdivision or other non-party Subdivision after the Effective Date that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
23. “*Released Entities*” means Janssen and (1) all of Janssen’s past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including Noramco, Inc. and Tasmanian Alkaloids PTY. LTD.; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Janssen’s insurers (solely in their role as insurers with respect to the Released Claims); (4) all of Janssen’s, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Janssen). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, the entities listed in Exhibit D are not Released Entities; and provided further that any joint venture partner of Janssen or Janssen’s subsidiary is not a Released Entity unless it falls within subsections (1)-(5) above. A list of Janssen’s present subsidiaries and affiliates is attached as Exhibit G. Janssen’s predecessor entities include but are not limited to those entities listed on Exhibit A. For the avoidance of

doubt, any entity acquired, or joint venture entered into, by Janssen after the Effective Date is not a Released Entity.

24. “*Releasers*” means (1) the State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or Participating Subdivision to release the Claims, (a) the State’s and Participating Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Subdivisions in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Subdivision 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 Subdivision. In addition to being a Releaser as provided herein, a Participating Subdivision shall also provide the Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision’s authority, which shall be attached as an exhibit to the Agreement. The State’s Attorney General represents that he or she has or has obtained the authority set forth in the Representation and Warranty subsection of Section IV.
25. “*Settlement Fund*” means the interest-bearing fund established under the Agreement into which all Net Settlement Amount payments by Janssen are made.
26. “*Settlement Fund Administrator*” means the entity that calculates the allocation of payments under Section VI of this Agreement, and administers and distributes amounts from the Settlement Fund. A detailed description of the Settlement Fund Administrator’s duties, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, shall be appended to the Agreement as Exhibit I.
27. “*Settlement Participation Form*” means the form attached as Exhibit B that Participating Subdivisions must execute and return to Janssen and the State of Washington, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision.
28. “*Special District*” means a formal and legally recognized sub-entity of the State that is authorized by State law to provide one or a limited number of designated

functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts.

29. “*State*” means the State of Washington.
30. “*State Outside and Inside Counsel Fees and Costs*” means fees and costs of the Washington Attorney General’s Office and State Outside Counsel.
31. “*State Outside Counsel*” means Nix Patterson, LLP and Whitten Burrage, who were engaged by the Washington Attorney General’s Office for *State of Washington v. Johnson & Johnson, et al.*, King County Superior Court, Cause No. 20-2-00184-8SEA.
32. “*Subdivision*” 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. Unless otherwise specified, “Subdivision” includes all functional counties and other functional levels of sub-entities of the State that provide general governance for a defined area. Historic, non-functioning sub-entities of the State are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For purposes of this Agreement, the term Subdivision also includes Special Districts.

III. Injunctive Relief

As part of the Consent Judgment, the Parties agree to the injunctive relief terms attached as Exhibit C.

IV. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasers’ Released Claims. The State of Washington (for itself and its Releasers) and each Participating Subdivision (for itself and its Releasers) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the State and its Attorney General to release claims. The Release shall be a complete bar to any Released Claim.
- B. *Claim Over and Non-Party Settlement.*
 1. *Statement of Intent.* It is the intent of the Parties that:

- a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
 - b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. The Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
 - e. The provisions of this subsection IV.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in subsection IV.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection IV.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party

Settlement as provided in subsection IV.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by Janssen:

- a. Janssen shall notify that Releasor of the Claim-Over within thirty (30) days of the assertion of the Claim-Over or thirty (30) days of the Effective Date of this Agreement, whichever is later;
- b. Janssen and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Agreement;
- c. That Releasor and Janssen shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement. Such steps may include, where permissible:
 - (1) Filing of motions to dismiss or such other appropriate motion by Janssen or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
 - (2) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (4) Return of monies paid by Janssen to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - (5) Payment of monies to Janssen by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (6) Credit to Janssen under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and

(7) Such other actions as that Releasor and Janssen may devise to hold Janssen harmless from the Claim Over.

- d. The actions of that Releasor and Janssen taken pursuant to paragraph (c) must, in combination, ensure Janssen is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement.
- e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Janssen may seek review by the court that enters the Consent Judgment pursuant to Section X.

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

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

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

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will 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 Subdivisions' decision to participate in the Agreement.

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

- E. *Representation and Warranty.* The signatories hereto on behalf of the State expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) the State; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of 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; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- F. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasers. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the settlement funds or any portion thereof, or by the enactment of future laws, or by any seizure of the settlement funds or any portion thereof.
- G. *Cooperation.* Releasers (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

V. Monetary Relief and Payments

- A. *Participation.* As consideration for the releases from the State and Participating Subdivisions provided in Section IV above and the Settlement Participation Forms specified in Section VII and Exhibit B below, the State represents and warrants that, subject to the holdback provision in subsection V.D below, it will obtain and deliver (or cause to be obtained and delivered) to Janssen, within one hundred ten (110) days after the Effective Date or such later date as the parties may agree, executed Settlement Participation Forms for all Litigating Subdivisions and all Non-Litigating Subdivisions listed on Exhibit F.
- B. *Conditions to Effectiveness of Agreement.* If the State is able to obtain and deliver executed Settlement Participation Forms for all Litigating Subdivisions listed on Exhibit F to Janssen within one hundred ten (110) days after the Effective Date or such later date as the parties may agree, this Agreement shall become effective. If the State is unable to obtain and

deliver executed Settlement Participation Forms for all Litigating Subdivisions listed on Exhibit F to Janssen within one hundred ten (110) days after the Effective Date or such later date as the parties may agree, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

- C. *Remediation and Restitution Payments.* Within twenty-one (21) days after the effectiveness of this Agreement as provided for in subsection V.B above, Janssen shall pay into the Settlement Fund a Net Settlement Amount of \$123,340,000, plus fees and costs payable to the Washington Attorney General set forth in subsection IX.A, subject to any holdback under subsection V.D below.
- D. *Holdback for Non-Litigating Subdivisions.* If, by the date this Agreement becomes effective as provided for in subsection V.B, any Non-Litigating Subdivision listed on Exhibit F has not executed a Settlement Participation Form or has not provided Janssen an acknowledgement that the Subdivision has no intention to file a lawsuit asserting Released Claims against Released Entities, then Janssen will hold back \$6,167,000 from the Net Settlement Amount payment described in subsection V.B above, which Janssen will not pay to the Settlement Fund; provided, however, Janssen will pay the \$6,167,000 to the Settlement Fund (1) within thirty (30) days of the date all remaining Non-Litigating Subdivision(s) listed on Exhibit F have executed a Settlement Participation Form and those Forms have been delivered to Janssen; or (2) within (30) days after the two-year anniversary of the Effective Date, if all such Non-Litigating Subdivisions on Exhibit F have not executed Settlement Participation Forms, and no such Non-Litigating Subdivision listed on Exhibit F has filed litigation asserting Released Claims within two years after the Effective Date.

VI. Intra-State Allocation

- A. Janssen's Net Settlement Amount payments to the Settlement Fund shall be allocated as follows:
 - 1. Fifty percent (50%) to the State of Washington.
 - 2. Fifty percent (50%) to the Participating Local Governments ("LG Share").
- B. The LG Share remainder shall be distributed to Participating Local Governments pursuant to the One Washington Memorandum of Understanding Between Washington Municipalities ("One Washington MOU"), which is attached as Exhibit H.
- C. BrownGreer PLC shall be the Settlement Fund Administrator and shall allocate and distribute payments in accordance with the terms of the One Washington MOU and this Agreement, including the detailed description of the Settlement Fund Administrator's duties attached as Exhibit I. As set forth in Exhibit I, the Settlement Fund Administrator's fees and costs shall be paid from the interest on the LG Share portion of the funds in the Settlement Fund between the date of Janssen's payment and the date of disbursement to the Subdivisions. If the aforementioned interest is insufficient to pay the full amount of the Settlement Fund Administrator's fees and costs, the remainder shall be paid by Janssen.

D. Use of Net Settlement Amount.

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to the State and Participating Subdivisions listed in Exhibit F be for Opioid Remediation, subject to limited exceptions that must be documented in accordance with subsection VI.D.2. In no event may less than 85% of Janssen's Net Settlement Amount payment be spent on Opioid Remediation.
2. While disfavored by the Parties, the State or a Participating Subdivision listed on Exhibit F may use monies from the Settlement Fund for purposes that do not qualify as Opioid Remediation. If, at any time, the State or a Participating Subdivision listed on Exhibit F uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, the State or Participating Subdivision shall identify such amounts and report to the Settlement Fund Administrator and Janssen how such funds were used, including if used to pay attorneys' fees other than those provided for in subsection IX.B which shall be identified by BrownGreer, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement. It is the intent of the Parties that the reporting under this subsection VI.D.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this subsection VI.D.2 as used to pay attorneys' fees other than those provided for in subsection IX.A, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of subsection XI.B and (b) Participating Subdivisions not listed on Exhibit F that receive monies from the Settlement Fund indirectly may only use such monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

VII. Participation by Subdivisions

A Subdivision may become a Participating Subdivision by returning an executed Settlement Participation Form to Janssen and the State and upon prompt dismissal of its legal action pursuant to the terms of this Agreement and the Settlement Participation Form.

VIII. Filing of Consent Judgment and Dismissals with Prejudice

No later than 15 days from delivery to Janssen of Settlement Participation Forms for all Subdivisions listed on Exhibit F, the State and Janssen will proceed to file the Consent Judgment. No later than 30 days after receipt of Janssen's payments under Section V, the State and the Participating Subdivisions shall dismiss all actions asserting Released claims with prejudice.

IX. Attorney Fee and Cost Payments

- A. *State Outside and Inside Counsel Fees and Costs.* Janssen will pay the Washington Attorney General's Office \$26,160,000.00 within twenty-one (21) days after the date this Agreement becomes effective as provided for in subsection V.B to reimburse the State for State Outside

and Inside Counsel Fees and Costs, which shall be used for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General.

- B. *Fees and Costs for Participating Litigating Subdivisions' Attorneys.* From the LG Share of the Settlement Fund, the Settlement Fund Administrator shall pay the Participating Litigating Subdivisions' attorneys their fees and costs pursuant to Paragraph D of the One Washington MOU and this Agreement.
- C. An Attorney for a Participating Litigating Subdivision may not receive any payment for attorney fees unless the Attorney represents that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to Released Claims against Released Entities brought after the Effective Date.

X. Enforcement and Dispute Resolution

- A. The terms of the Agreement and Consent Judgment applicable to the State will be enforceable solely by the State and Janssen.
- B. Janssen consents to the jurisdiction of the Court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection X.D for resolution in the Court in which the Consent Judgment is filed.
- C. The parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this section to resolve the dispute.
- D. Disputes not resolved informally shall be resolved in the Court that entered the Consent Judgment.

XI. Miscellaneous

- A. *No Admission.* Janssen does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Janssen.
- B. *Nature of Payment.* Janssen, the State, and the Participating Subdivisions acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
 - 1. Janssen has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
 - 2. The State and the Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for the Alleged Harms allegedly suffered by the State and Participating Subdivisions;

3. By executing this Agreement the State and the Participating Subdivisions certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the State and Participating Subdivisions; and (b) the portion of the Compensatory Restitution Amount received by the State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by the State or Participating Subdivision;
4. The payment of the Compensatory Restitution Amount by Janssen constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for Alleged Harms allegedly caused by Janssen;
5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the State and Participating Subdivisions to the same position or condition that they would be in had the State and Participating Subdivisions not suffered the Alleged Harms;
6. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to the State, any Participating Subdivision, or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in this subsection XI.B, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and
7. The State, on behalf of all itself and Participating Subdivisions (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Janssen.

C. *Tax Reporting and Cooperation.*

1. Upon request by Janssen, the State and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in subsection XI.B to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.
2. Without limiting the generality of this subsection XI.C, the State and each Participating Subdivision shall cooperate in good faith with Janssen with respect to

any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The State, on behalf of itself and Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “Appropriate Official”).
 4. For the avoidance of doubt, neither Janssen nor the State and Participating Subdivisions make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).
- D. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State or a Released Entity. The State may not assign or otherwise convey any right to enforce any provision of this Agreement.
- E. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.
- F. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.
- G. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment.
- H. *Entire Agreement.* This Agreement, its exhibits and any other attachments embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- I. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall

constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

- J. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- K. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- L. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.
- M. *Severability.* If any provision of this Agreement—excepting Section IV (Release), Section V (Monetary Relief and Payments), Section VII (Participation by Local Governments), Section IX (Attorney Fee and Cost Payments), Section XI.B (Nature of Payment), and Section XI.C (Tax Reporting and Cooperation)—were for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- N. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Janssen:

Charles C. Lifland
Daniel R. Suvor
O'Melveny & Myers LLP
400 South Hope Street, 18th Floor Los Angeles, CA 90071
Phone: (213) 430-6000
clifland@omm.com
dsuvor@omm.com

For the Attorney General:

Jeffrey G. Rupert
Martha Rodríguez López
Susan Llorens
Office of the Washington Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
Jeffrey.Rupert@atg.wa.gov
Martha.RodriguezLopez@atg.wa.gov
Susan.Llorens@atg.wa.gov

and

Brad Beckworth
Drew Pate
Nix Patterson LLP
8701 Bee Caves Road, Building 1, Suite 500
Austin, Texas 78746
bbeckworth@nixlaw.com
dpate@nixlaw.com

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- O. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- P. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- Q. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Janssen and its respective successors and assigns. Janssen shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Janssen's obligations under this Agreement.
- R. *Modification, Amendment, Alteration.* This Agreement may be modified, amended, or altered 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, Janssen may contact the Washington Attorney General to coordinate this process.

S. *Termination.*

1. Unless otherwise agreed to by Janssen and the State, this Agreement and all of its terms (except subsection XI.L and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the State, and the Agreement and all orders issued by the Court pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:
 - a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the State by a court of competent jurisdiction on or before one hundred eighty (180) days after Janssen's payment under Section V; or
 - b. This Agreement or the Consent Judgment has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
2. If this Agreement is terminated with respect to the State and its Participating Subdivisions for whatever reason pursuant to subsection XI.S.1, then:
 - a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Janssen and the State in question shall be in the same position with respect to the statute of limitation as they were at the time the State filed its action; and
 - b. Janssen and the State and its Participating Subdivisions shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Janssen and the State and its Participating Subdivisions shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

- T. *Governing Law.* Except as otherwise provided in the Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of Washington, without regard to the conflict of law rules of Washington.

Approved:

Dated: 1-22-2024

JOHNSON & JOHNSON, JOHNSON &
JOHNSON INNOVATIVE MEDICINE,
JANSSEN PHARMACEUTICALS, INC.,
ORTHO-MCNEIL-JANSSEN
PHARMACEUTICALS, INC. N/K/A JANSSEN
PHARMACEUTICALS, INC., AND JANSSEN
PHARMACEUTICA INC. N/K/A JANSSEN
PHARMACEUTICALS, INC.

By: _____

Marc Larkins
Corporate Secretary
Johnson & Johnson

Dated: _____

THE STATE OF WASHINGTON

By: _____

- T. *Governing Law.* Except as otherwise provided in the Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of Washington, without regard to the conflict of law rules of Washington.

Approved:

Dated: _____

JOHNSON & JOHNSON, JOHNSON &
JOHNSON INNOVATIVE MEDICINE,
JANSSEN PHARMACEUTICALS, INC.,
ORTHO-MCNEIL-JANSSEN
PHARMACEUTICALS, INC. N/K/A
JANSSEN PHARMACEUTICALS, INC., AND
JANSSEN PHARMACEUTICA INC. N/K/A
JANSSEN PHARMACEUTICALS, INC.

By: _____
Marc Larkins
Corporate Secretary
Johnson & Johnson

Dated: 1-22-2024

ROBERT W. FERGUSON
Attorney General, State of Washington

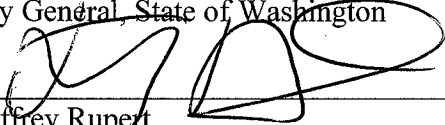
By:  _____
Jeffrey Rupert
Division Chief
Office of the Attorney General

EXHIBIT A

Janssen Predecessors and Former Affiliates

The following includes a non-exclusive list of Janssen's predecessors and former affiliates:

1. Janssen Pharmaceutica, Inc.
2. Janssen Pharmaceutica N.V.
3. Janssen-Cilag Manufacturing, LLC
4. Janssen Global Services, LLC
5. Janssen Ortho LLC
6. Janssen Products, LP
7. Janssen Research & Development, LLC
8. Janssen Supply Group, LLC
9. Janssen Scientific Affairs, LLC
10. JOM Pharmaceutical Services, Inc.
11. OMJ Pharmaceuticals, Inc.
12. Ortho-McNeil Finance Co.
13. Ortho-McNeil Pharmaceutical
14. Ortho-McNeil-Janssen Pharmaceuticals
15. Ortho-McNeil Pharmaceutical Services Division
16. Ortho-McNeil Neurologic
17. Patriot Pharmaceuticals, LLC
18. Pricara, Ortho-McNeil-Janssen Pharmaceuticals
19. Alza Corp.
20. Alza Development Corp.
21. Janssen Supply Chain, Alza Corp.
22. Noramco, Inc.
23. Tasmanian Alkaloids PTY LTD.

EXHIBIT B

Settlement Participation Form

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

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Janssen Washington State-Wide Opioid Settlement Agreement dated January 22, 2024 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 30 days of the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity

elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

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

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

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

9. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

Injunctive Relief

A. Definitions Specific to this Exhibit

1. “*Cancer-Related Pain Care*” means care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
2. “*Janssen*” means Johnson & Johnson, Johnson & Johnson Innovative Medicine, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”), including all of their subsidiaries, predecessors, successors, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns acting on behalf of Janssen in the United States.
3. “*End-of-Life Care*” means care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
4. “*Health Care Provider*” means any U.S.-based physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products and any medical facility, practice, hospital, clinic, or pharmacy.
5. “*In-Kind Support*” means payment or assistance in the form of goods, commodities, services, or anything else of value.
6. “*Lobby*” and “*Lobbying*” shall have the same meaning as “lobbying activities” and “lobbying contacts” under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied. As used in this document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.
7. “*Opioid(s)*” means all naturally occurring, synthetic, or semisynthetic substances that interact with opioid receptors and act like opium. For the avoidance of doubt, the term “Opioid(s)” does not include Imodium.
8. “*Opioid Product(s)*” means all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (FDA) and listed by the DEA as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active

pharmaceutical ingredients (APIs) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

9. “*OUD*” means opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5)*, as updated or amended.
10. “*Product(s) for the Treatment of Opioid-Induced Side Effects*” means any over-the-counter or prescription remedy used to treat those side effects identified on the FDA label for any Opioid Product, except that, for purposes of the Agreement, Product(s) for the Treatment of Opioid-Induced Side Effects shall not include products that treat OUD or respiratory depression.
11. “*Promote*,” “*Promoting*,” “*Promotion*,” and “*Promotional*” means dissemination of information or other practices intended or reasonably anticipated to increase sales, prescriptions, or that attempts to influence prescribing practices in the United States. These terms shall not include the provision of scientific information or data in response to unsolicited requests from Health Care Providers or payors as allowed in subsection C.2.e-h.
12. “*Third Party(ies)*” means any person or entity other than Janssen or a government entity.
13. “*Treatment of Pain*” means the provision of therapeutic modalities to alleviate or reduce pain.
14. “*Unbranded Information*” means any information that does not identify a specific branded or generic product.

B. Ban on Selling and Manufacturing Opioids

1. Janssen shall not manufacture or sell any Opioids or Opioid Products for distribution in the State of Washington. Janssen represents that prior to the Effective Date, it delisted all of its Opioid Products and no longer ships any of them to or within the United States.

C. Ban on Promotion

1. Janssen shall not engage in Promotion of Opioids or Opioid Products including but not limited to, by:
 - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers or patients, or to persons involved in determining the Opioid Products included in formularies;

- b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs for Promotion of Opioids or Opioid Products;
 - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
 - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
 - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; and
 - g. Engaging in internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an internet search or otherwise be more visible or more accessible to the public on the internet.
2. Notwithstanding subsection C.1 directly above, Janssen may:
- a. Maintain a corporate website;
 - b. Maintain a website for any Opioid Product that contains principally the following content: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;
 - c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in Washington;
 - d. Provide the following by mail, electronic mail, on or through Janssen's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products, or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in Washington;
 - e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in

the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011) as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009) as updated or amended by the FDA;

- f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;
 - g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;
 - h. Provide information relating solely to the pricing of any Opioid Product;
 - i. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy (REMS) program or other federal or state law or regulation applicable in Washington through an independent Third Party, which shall be responsible for the program's content without the participation of Janssen; and
 - j. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Janssen as the source of the information.
3. Janssen shall not engage in the Promotion of Products for the Treatment of Opioid-induced Side Effects, including but not limited to:
- a. Employing or contracting with sales representatives or other persons to Promote Products for the Treatment of Opioid-induced Side Effects to Health Care Providers or patients;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote Products for the Treatment of Opioid induced Side Effects;

- c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote Products for the Treatment of Opioid-induced Side Effects;
 - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Products for the Treatment of Opioid-induced Side Effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.
- 4. Notwithstanding subsection C, Janssen may Promote Products for the Treatment of Opioid-induced Side Effects so long as such Promotion does not associate the product with Opioids or Opioid Products.
- 5. Treatment of Pain
 - a. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the Treatment of Pain, except that Janssen may continue to Promote the Treatment of Pain with branded non-Opioids, including Tylenol and Motrin.
 - b. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the concept that pain is undertreated, except in connection with Promoting the use of branded non-Opioids, including Tylenol and Motrin, for the Treatment of Pain.
 - c. Janssen shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or that otherwise Promotes Opioids or Opioid Products.
- 6. Notwithstanding subsection C.5 above:
 - a. Janssen may Promote or provide educational information about the Treatment of Pain with non-Opioids or therapies such as acetaminophen or non-steroidal anti-inflammatory drugs (NSAIDS), including Promoting or providing educational information about such non-Opioids or therapies as alternatives to Opioid use, or as part of multimodal therapy which may include Opioid use, so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.
 - b. Janssen may provide educational information about the Treatment of Pain related to medical procedures involving devices manufactured or sold by Janssen, including educational information about Opioids or Opioid Products, so long as such information does not Promote Opioids or Opioid Products.

7. The Promotional conduct prohibited in subsection C is not prohibited insofar as it relates to the Promotion of Opioids or Opioid Products for Cancer-Related Pain Care or End-of-Life Care only, and so long as Janssen is identified as the sponsor or source of such Promotional conduct.

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

1. Janssen shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products;
2. Janssen shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly, to any person in return for the prescribing, sale, use, or distribution of an Opioid Product; and
3. Janssen's compensation policies and procedures shall ensure compliance with the Agreement.

E. Ban on Funding/Grants to Third Parties

1. Janssen shall not directly or indirectly provide financial support or In-Kind Support to any Third Party that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-induced Side Effects (subject to subsections C.2, 4, and 6), including educational programs or websites that Promote Opioids, Opioid Products, or products for the treatment of Opioid-induced side effects, excluding financial support otherwise required by the Agreement, a court order, or by a federal or state agency.
2. Janssen shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids, Opioid Products, or products for the treatment of Opioid-induced side effects.
3. Janssen shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, or products intended for the treatment of Opioid-induced side effects (subject to subsections C.2, 4, and 6).
4. Janssen shall not use, assist, or employ any Third Party to engage in any activity that Janssen itself would be prohibited from engaging in pursuant to the Agreement. To the extent Janssen supports trade groups engaged in Lobbying, Janssen shall stipulate that such support not be used for any purpose prohibited by the Agreement.
5. Janssen shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.

6. Janssen shall not compensate or support Health Care Providers or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payors, i.e., any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers.
7. No officer or management-level employee of Janssen may concurrently serve as a director, board member, employee, agent, or officer of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or products for the treatment of Opioid-induced side effects. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Janssen from concurrently serving on the board of a hospital.
8. Janssen shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or products for the treatment of Opioid-induced side effects. For avoidance of doubt, nothing in this paragraph shall prohibit Janssen from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or Board member at any such entity.

F. Lobbying Restrictions

1. Janssen shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:
 - a. Encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids;
 - b. Has the effect of limiting access to any non-Opioid alternative pain treatments; or
 - c. Pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.
2. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:
 - a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;
 - b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;

- c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;
 - d. The limitation of initial prescriptions of Opioids to treat acute pain;
 - e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;
 - f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;
 - g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or
 - h. The implementation or use of Opioid drug disposal systems.
3. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of PDMPs, including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
4. Notwithstanding the foregoing restrictions in subsections F.1-3, the following conduct is not restricted:
- a. Challenging the enforcement of or suing for declaratory or injunctive relief with respect to legislation, rules, or regulations referred to in subsection F.1;
 - b. Communications made by Janssen in response to a statute, rule, regulation, or order requiring such communication;
 - c. Communications by a Janssen representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as result of a mandatory order or subpoena commanding that person to testify;
 - d. Responding, in a manner consistent with the Agreement, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Janssen from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation; or
 - e. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections F.1-3, so long as the company does not support specific portions of such legislation or

regulation covered by subsection F.1 or oppose specific portions of such legislation or regulation covered by subsections F.2-3.

5. Janssen shall provide notice of the prohibitions in subsection F to all employees engaged in Lobbying; shall incorporate the prohibitions in subsection F into trainings provided to Janssen employees engaged in Lobbying; and certify to the State of Washington that it has provided such notice and trainings to Janssen employees engaged in Lobbying.

G. Ban on Prescription Savings Programs

1. Janssen shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
2. Janssen shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
3. Janssen shall not directly or indirectly assist patients, Health Care Providers, or pharmacies with the claims and/or prior authorization process required for third-party payors to approve payment for any Opioid Product.

H. General Terms

1. Janssen shall not make any written or oral statement about Opioids or any Opioid Product that is unfair, false, misleading, or deceptive as defined under the law of Washington. For purposes of this paragraph, "Opioid Product" shall also include methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose.
2. Janssen shall not represent that Opioids or any Opioid Product(s) have approvals, characteristics, uses, benefits, or qualities that they do not have. For purposes of this paragraph, "Opioid Product" shall also include methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose.
3. For the avoidance of doubt, the Agreement shall not be construed or used as a waiver or limitation of any defense otherwise available to Janssen in any action, and nothing in the Agreement is intended to or shall be construed to prohibit Janssen in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in defense of litigation or other legal proceedings.
4. Upon the request of the State of Washington Attorney General, Janssen shall provide the Washington Attorney General with copies of the following, within thirty (30) days of the request:

- a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Janssen's Opioid Product(s); and
 - b. Warning or untitled letters issued by the FDA regarding Janssen's Opioid Product(s) and all correspondence between Janssen and the FDA related to such letters.
- 5. The Agreement applies to conduct that results in the Promotion of Opioids or Opioid Products, or the Treatment of Pain inside the United States.
- 6. Janssen will enter into the Agreement solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of the Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. The Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.
- 7. Nothing in the Agreement shall be construed to limit or impair Janssen's ability to:
 - a. Communicate its positions and respond to media inquiries concerning litigation, investigations, reports or other documents or proceedings relating to Janssen or its Opioid Products.
 - b. Maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products, including the website, www.factsaboutourprescriptionopioids.com.

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

- 1. Janssen shall comply with all applicable state laws and regulations that relate to the sale, promotion, distribution, and disposal of Opioids or Opioid Products, including conduct permitted by subsection B.2, provided that nothing in this paragraph requires Janssen to violate federal law or regulations, including but not limited to:
 - a. Washington's Uniform Controlled Substances Act, including all guidance issued by the applicable state regulator(s);
 - b. Washington's Consumer Protection Act; and
 - c. Washington State laws, regulations, and guidelines related to opioid prescribing, distribution, and disposal.

J. Clinical Data Transparency

1. Janssen agrees to continue sharing clinical trial data under the Yale University Open Data Access (YODA) Project to allow researchers qualified under the program to access the company's proprietary data under the terms of the project.
2. In the event Yale University discontinues or withdraws from the YODA Project agreement with Janssen, Janssen shall make its clinical research data regarding Opioids and Opioid Products, and any additional clinical research data that Janssen sponsors and controls regarding Opioids and Opioid Products, available to an independent entity that is the functional equivalent of the YODA Project under functionally equivalent terms.

K. Enforcement

1. For the purposes of resolving disputes with respect to compliance with this Exhibit, should the State of Washington have a reasonable basis to believe that Janssen has engaged in a practice that violates a provision of this Exhibit subsequent to the Effective Date, the State of Washington shall notify Janssen in writing of the specific objection, identify with particularity the provision of the Agreement that the practice appears to violate, and give Janssen thirty (30) days to respond in writing to the notification; provided, however, that the State of Washington 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.
2. Upon receipt of written notice, Janssen shall provide a good faith written response to the State's notification, containing either a statement explaining why Janssen believes it is in compliance with the provisions of this Exhibit of the Agreement, or a detailed explanation of how the alleged violation occurred and a statement explaining how Janssen intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the State of Washington's civil investigative demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable law, and Janssen reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority.
3. The State of Washington may agree, in writing, to provide Janssen with additional time beyond thirty (30) days to respond to a notice provided under subsection L.1, above, without Court approval.
4. Upon giving Janssen thirty (30) days to respond to the notification described above, the State shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in possession, custody, or control of Janssen that relate to Janssen's compliance with each provision of the Agreement pursuant to the State of Washington's CID or investigative subpoena authority.
5. The State of Washington may assert any claim that Janssen has violated the Agreement in a separate civil action to enforce compliance with the Agreement, or may seek any other relief afforded by law for violations of the Agreement, but only

after providing Janssen an opportunity to respond to the notification described in subsection L.1, above; provided, however, the State of Washington may take any action if the State believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

6. In the event of a conflict between the requirements of the Agreement and any other law, regulation, or requirement such that Janssen cannot comply with the law without violating the terms of the Agreement or being subject to adverse action, including fines and penalties, Janssen shall document such conflicts and notify the State of the extent to which it will comply with the Agreement in order to eliminate the conflict within thirty (30) days of Janssen's discovery of the conflict. Janssen shall comply with the terms of the Agreement to the fullest extent possible without violating the law.
7. Janssen or the State may request that Janssen and the State meet and confer regarding the resolution of an actual or potential conflict between the Agreement and any other law, or between interpretations of the Agreement by different courts. Nothing herein is intended to modify or extend the jurisdiction of any single judicial authority as provided by law.

L. Compliance Duration

1. Subsections B-J of this Exhibit shall be effective for 8 years from the Effective Date.
2. Nothing in this Agreement shall relieve Janssen of its independent obligation to fully comply with the laws of the State of Washington after expiration of the 8-year period specified in this subsection.

M. Compliance Deadlines

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

EXHIBIT D

Non-Released Entities

The following includes a non-exclusive list of non-Released Entities:

1. Actavis LLC
2. Actavis Pharma, Inc.
3. Allergan PLC
4. Allergan Finance, LLC
5. AmerisourceBergen Corporation
6. AmerisourceBergen Drug Corporation
7. Anda, Inc.
8. Cardinal Health, Inc.
9. Cephalon, Inc.
10. Collegium Pharmaceuticals
11. CVS Health Corp.
12. CVS Pharmacy, Inc.
13. Endo Pharmaceuticals Inc.
14. Endo Health Solutions Inc.
15. Mallinckrodt LLC
16. McKesson Corporation
17. McKinsey & Company Inc.
18. Par Pharmaceutical, Inc.
19. Par Pharmaceutical Companies, Inc.
20. Purdue Pharma L.P.
21. Purdue Pharma Inc.
22. SpecGx LLC
23. Teva Pharmaceuticals USA, Inc.
24. The Purdue Frederick Company
25. Walgreen Co.
26. Walgreens Boots Alliance, Inc.
27. Walmart Inc.
28. Watson Laboratories, Inc.

EXHIBIT E

Template Consent Judgment

[CASE]

[COURT]

C.A. NO.:

FINAL CONSENT JUDGMENT AND DISMISSAL WITH PREJUDICE

The State of Washington (“*State*”) and Johnson & Johnson, Johnson & Johnson Innovative Medicine, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “*Janssen*” or “*Defendants*”) (together with the State, the “*Parties*,” and each a “*Party*”) have entered into a consensual resolution of the above-captioned litigation (the “*Action*”) pursuant to a settlement agreement entitled Janssen Washington State-Wide Opioid Settlement Agreement, dated as of January 22, 2024 (the “*Agreement*”), a copy of which is attached hereto as Exhibit A. The entry of this Final Consent Judgment (the “*Judgment*”) by the Court is made without trial or adjudication of any contested issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

RECITALS:

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Agreement, the Parties intend to effect a good-faith settlement.
2. The State has determined that the Agreement is in the public interest.
3. Janssen denies the allegations against it and that it has any liability whatsoever to the State, its Subdivisions, and/or (a) any of the State’s or Subdivisions’ departments, agencies, divisions,

boards, commissions, districts, instrumentalities of any kind and attorneys, including its Attorney General and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Subdivisions, 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.

4. The Parties recognize that the outcome of the Action is uncertain and a final resolution through the adversarial process likely will require protracted litigation.

5. The Parties agree to the entry of the injunctive relief terms pursuant to Exhibit C of the Agreement.

6. Therefore, without any admission of liability or wrongdoing by Janssen or any other Released Entities (as defined in the Agreement), the Parties now mutually consent to the entry of this Judgment and agree to dismissal of the claims with prejudice pursuant to the terms of the Agreement to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

In consideration of the mutual promises, terms, and conditions set forth in the Agreement, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between Defendants and the State, and adjudicated by the Court, as follows:

1. The foregoing Recitals are incorporated herein and constitute an express term of this Judgment.

2. The Parties have entered into a full and final settlement of all Released Claims of Releasors against Janssen (including but not limited to the State) and the Released Entities pursuant to the terms and conditions set forth in the Agreement.

3. The “Definitions” set forth in Section II of the Agreement are incorporated by reference into this Judgment. Unless otherwise defined herein, capitalized terms in this Judgment shall have the same meaning given to them in the Agreement.

4. The Parties agree that the Court has jurisdiction over the subject matter of the Action and over the Parties with respect to the Action and this Judgment. This Judgment shall not be construed or used as a waiver of any jurisdictional defense Janssen or any other Released Entity may raise in any other proceeding.

5. The Court finds that the Agreement was entered into in good faith.

6. The Court finds that entry of this Judgment is in the public interest and reflects a negotiated settlement agreed to by the Parties. The Action is dismissed with prejudice, subject to a retention of jurisdiction by the Court as provided herein and in the Agreement.

7. By this Judgment, the Agreement is hereby approved by the Court, and the Court hereby adopts the Agreement’s terms as its own determination of this matter and the Parties’ respective rights and obligations.

8. The Court shall have authority to resolve disputes identified in Section X of the Agreement, governed by the rules and procedures of the Court.

9. [By this Judgment, *[the State-Subdivision Agreement]* *[name of state’s agreement]*], a copy of which is attached hereto as Exhibit [X] and as incorporated into the Agreement, is hereby approved by the Court as the means by which relevant funds paid pursuant to the Agreement will be divided within the State, subject to the full acceptance by any Subdivision receiving such funds of the

terms of the Agreement, including the releases provided therein. [Add any state-specific language necessary for the effectiveness of the state-subdivision agreement.]]

10. The Parties have satisfied all conditions to effectiveness of the Agreement.

11. Release. The Parties acknowledge that the Release in Section IV of the Agreement, which is incorporated by reference herein, is an integral part of this Judgment. Pursuant to the Agreement and the Release and without limitation and to the maximum extent of the power of the State's Attorney General, Janssen and the other Released Entities are, as of the Effective Date, hereby released from any and all Released Claims of (a) the State and its Participating Subdivisions and any of their departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including the State's Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Subdivisions in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or any Subdivision in the State, whether or not any of them participate in the Agreement. Pursuant to the Agreement and the Release and to the maximum extent of the State's power, Janssen and the other Released Entities are, as of the Effective Date, hereby released from any and all Released 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 federal controlled substances acts, (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, and (4) any Participating Subdivision. 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. The Parties acknowledge, and the Court finds, that those provisions are an integral part of the Agreement and this Judgment, and shall govern the rights and obligations of all participants in the settlement. Any modification of those rights and obligations may be made based only on a writing signed by all affected parties and approved by the Court.

12. Release of Unknown Claims. The State expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

13. The State may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State expressly waived and fully, finally, and forever settled, released and discharged, through the Agreement and Release, any and all Released Claims that may exist as of the Effective Date but which the State does not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would have materially affected the State's decision to enter into the Agreement.

14. Costs and Fees. The Parties will bear their own costs and attorneys' fees except as otherwise provided in the Agreement.

15. No Admission of Liability. Defendants are consenting to this Judgment solely for the purpose of effectuating the Agreement, and nothing contained 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 Defendants expressly deny. No Defendant or Released Entity admits that it caused or contributed to any public nuisance, and no Defendant or Released Entity admits any wrongdoing that was or could have been alleged by the State, its Participating Subdivisions, or any other person or entity. No part of this Judgment shall constitute evidence of any liability, fault, or wrongdoing by Defendants or any other Released Entity. The Parties acknowledge that payments made under the Agreement are not a fine, penalty, or payment in lieu thereof.

16. No Waiver. This Judgment is entered based on the Agreement without trial or adjudication of any contested issue of fact or law or finding of liability of any kind. This Judgment shall not be construed or used as a waiver of Janssen's right, or any other Released Entity's right, to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. Notwithstanding the foregoing, the State may enforce the terms of this Judgment as expressly provided in the Agreement.

17. No Private Right of Action. This Judgment is not intended for use by any third party for any purpose, including submission to any court for any purpose, except pursuant to Section X of the Agreement. Except as expressly provided in the Agreement, no portion of the Agreement or this Judgment shall provide any rights to, or be enforceable by, any person or entity that is not the State or Released Entity. The State shall allow Participating Subdivisions in the State to notify it of any

perceived violations of the Agreement or this Judgment. The State may not assign or otherwise convey any right to enforce any provision of the Agreement.

18. Admissibility. It is the intent of the Parties that this Judgment not be admissible in other cases against Defendants or binding on Defendants in any respect other than in connection with the enforcement of this Judgment or the Agreement. For the avoidance of doubt, nothing herein shall prohibit Defendants from entering this Judgment or the Agreement into evidence in any litigation or arbitration concerning (1) Defendants' right to coverage under an insurance contract or (2) the enforcement of the releases provided for by the Agreement and this Judgment.

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

20. Mutual Interpretation. The Parties agree and stipulate that the Agreement was negotiated on an arm's-length basis between parties of equal bargaining power and was drafted jointly by counsel for each Party. Accordingly, the Agreement is incorporated herein by reference and shall be mutually interpreted and not construed in favor of or against any Party, except as expressly provided for in the Agreement.

21. Retention of Jurisdiction. The Court shall retain jurisdiction of the Parties for the limited purpose of the resolution of disputes identified in Section X of the Agreement. The Court shall have jurisdiction over Participating Subdivisions in the State for the limited purposes identified in the Agreement.

22. Successors and Assigns. This Judgment is binding on Defendants' successors and assigns.

23. Modification. This Judgment shall not be modified (by the Court, by any other court, or by any other means) without the consent of the State and Defendants, or as provided for in Section XI.R of the Agreement.

So ORDERED this _____ day of [[*]], 2024.

Enter:

By Order:

APPROVED, AGREED TO AND PRESENTED BY:

[[SIGNATURE BLOCKS]]

EXHIBIT F

Litigating Subdivisions:

1. Anacortes City
2. Bainbridge Island City
3. Burlington City
4. Chelan County
5. Clallam County
6. Clark County
7. Everett City
8. Franklin County
9. Island County
10. Jefferson County
11. Kent City
12. King County
13. Kirkland City
14. Kitsap County
15. Kittitas County
16. La Conner School District
17. Lakewood City
18. Lewis County
19. Lincoln County
20. Mount Vernon City
21. Mount Vernon School District
22. Olympia City
23. Pierce County
24. San Juan County
25. Seattle City
26. Sedro-Woolley City
27. Sedro-Woolley School District
28. Skagit County
29. Snohomish County
30. Spokane City
31. Spokane County
32. Tacoma City
33. Thurston County
34. Vancouver City
35. Walla Walla County
36. Whatcom County
37. Whitman County

Non-litigating Subdivisions:

1. Aberdeen City
2. Adams County
3. Arlington City
4. Asotin County
5. Auburn City
6. Battle Ground City
7. Bellevue City
8. Bellingham City
9. Benton County
10. Bonney Lake City
11. Bothell City
12. Bremerton City
13. Burien City
14. Camas City
15. Centralia City
16. Cheney City
17. Covington City
18. Cowlitz County
19. Des Moines City
20. Douglas County
21. East Wenatchee City
22. Edgewood City
23. Edmonds City
24. Ellensburg City
25. Enumclaw City
26. Federal Way City
27. Ferndale City
28. Fife City
29. Gig Harbor City
30. Grandview City
31. Grant County
32. Grays Harbor County
33. Issaquah City
34. Kelso City
35. Kenmore City
36. Kennewick City
37. Klickitat County
38. Lacey City
39. Lake Forest Park City
40. Lake Stevens City
41. Liberty Lake City
42. Longview City
43. Lynden City
44. Lynnwood City

45. Maple Valley City
46. Marysville City
47. Mason County
48. Mercer Island City
49. Mill Creek City
50. Monroe City
51. Moses Lake City
52. Mountlake Terrace City
53. Mukilteo City
54. Newcastle City
55. Oak Harbor City
56. Okanogan County
57. Pacific County
58. Pasco City
59. Pend Oreille County
60. Port Angeles City
61. Port Orchard City
62. Poulsbo City
63. Pullman City
64. Puyallup City
65. Redmond City
66. Renton City
67. Richland City
68. Sammamish City
69. Seatac City
70. Shelton City
71. Shoreline City
72. Skamania County
73. Snohomish City
74. Snoqualmie City
75. Spokane Valley City
76. Stevens County
77. Sumner City
78. Sunnyside City
79. Tukwila City
80. Tumwater City
81. University Place City
82. Walla Walla City
83. Washougal City
84. Wenatchee City
85. West Richland City
86. Woodinville City
87. Yakima City
88. Yakima County

EXHIBIT G

List of Johnson & Johnson Subsidiaries

Johnson & Johnson, a New Jersey corporation, had the U.S. and international subsidiaries shown below as of January 1, 2023. Johnson & Johnson is not a subsidiary of any other entity.

<u>Name of Subsidiary</u>	<u>Jurisdiction</u>
U.S. Subsidiaries:	
ABD Holding Company, Inc.	Delaware
ABIOMED R&D, Inc.	Delaware
ABIOMED, Inc.	Delaware
Acclarent, Inc.	Delaware
Actelion Pharmaceuticals US, Inc.	Delaware
Albany Street LLC	New Jersey
ALZA Corporation	Delaware
Alza Land Management, Inc.	Delaware
AMO Development, LLC	Delaware
AMO Manufacturing USA, LLC	Delaware
AMO Nominee Holdings, LLC	Delaware
AMO Sales and Service, Inc.	Delaware
AMO Spain Holdings, LLC	Delaware
Anakuria Therapeutics, Inc.	Delaware
AorTx, Inc.	Delaware
Aragon Pharmaceuticals, Inc.	Delaware
Asia Pacific Holdings, LLC	New Jersey
Atrionix, Inc.	California
AUB Holdings LLC	Delaware
Auris Health, Inc.	Delaware
BeneVir BioPharm, Inc.	Delaware
BioMedical Enterprises, Inc.	Texas
Biosense Webster, Inc.	California
Breeth, Inc.	Delaware
Centocor Biologics, LLC	Pennsylvania
Centocor Research & Development, Inc.	Pennsylvania
Cerenovus, Inc.	New Jersey
Coherex Medical, Inc.	Delaware
CoTherix Inc.	Delaware
CRES Holdings, Inc.	Delaware
CrossRoads Extremity Systems, LLC	Tennessee

CSATS, Inc.	Washington
DePuy Mitek, LLC	Massachusetts
DePuy Orthopaedics, Inc.	Indiana
DePuy Products, Inc.	Indiana
DePuy Spine, LLC	Ohio
DePuy Synthes Institute, LLC	Delaware
DePuy Synthes Products, Inc.	Delaware
DePuy Synthes Sales, Inc.	Massachusetts
DePuy Synthes, Inc.	Delaware
Dutch Holding LLC	Delaware
ECL7, LLC	Delaware
Ethicon Endo-Surgery, Inc.	Ohio
Ethicon Endo-Surgery, LLC	Delaware
Ethicon LLC	Delaware
Ethicon US, LLC	Texas
Ethicon, Inc.	New Jersey
Hansen Medical International, Inc.	Delaware
Hansen Medical, Inc.	Delaware
I.D. Acquisition Corp.	New Jersey
Janssen BioPharma, LLC	Delaware
Janssen Biotech, Inc.	Pennsylvania
Janssen Global Services, LLC	New Jersey
Janssen Oncology, Inc.	Delaware
Janssen Ortho LLC	Delaware
Janssen Pharmaceuticals, Inc.	Pennsylvania
Janssen Products, LP	New Jersey
Janssen Research & Development, LLC	New Jersey
Janssen Scientific Affairs, LLC	New Jersey
Janssen Supply Group, LLC	Pennsylvania
Janssen-Cilag Manufacturing, LLC	Delaware
Jevco Holding, Inc.	New Jersey
JJHC, LLC	Delaware
JNJ International Investment LLC	Delaware
JNTL (APAC) HoldCo 2 LLC	Delaware
JNTL (APAC) HoldCo LLC	Delaware

JNTL (Japan) HoldCo Inc.	Delaware
JNTL (Middle East) HoldCo LLC	Delaware
JNTL (Thailand) HoldCo LLC	Delaware
JNTL Consumer Health (Services) LLC	Delaware
JNTL HoldCo 2 LLC	Delaware
JNTL HoldCo 3 LLC	Delaware
JNTL HoldCo 4 LLC	Delaware
JNTL HoldCo 5 LLC	Delaware
JNTL HoldCo 6 LLC	Delaware
JNTL HoldCo 7 LLC	Delaware
JNTL HoldCo 8 LLC	Delaware
JNTL HoldCo LLC	Delaware
JNTL Holdings 2, Inc.	Delaware
JNTL Holdings 3, Inc.	Delaware
JNTL Holdings, Inc.	Delaware
Johnson & Johnson	New Jersey
Johnson & Johnson (Middle East) Inc.	New Jersey
Johnson & Johnson (Singapore) Holdco LLC	Delaware
Johnson & Johnson Consumer Inc.	Nevada
Johnson & Johnson Consumer Inc.	New Jersey
Johnson & Johnson Enterprise Innovation Inc.	Delaware
Johnson & Johnson Finance Corporation	New Jersey
Johnson & Johnson Gateway, LLC	New Jersey
Johnson & Johnson Health and Wellness Solutions, Inc.	Michigan
Johnson & Johnson Health Care Systems Inc.	New Jersey
Johnson & Johnson Innovation - JJDC, Inc.	New Jersey
Johnson & Johnson Innovation LLC	Delaware
Johnson & Johnson International	New Jersey
Johnson & Johnson Medical Devices & Diagnostics Group - Latin America, L.L.C.	Florida
Johnson & Johnson S.E., Inc.	New Jersey
Johnson & Johnson Services, Inc.	New Jersey
Johnson & Johnson Surgical Vision, Inc.	Delaware
Johnson & Johnson Urban Renewal Associates	New Jersey

Johnson & Johnson Vision Care, Inc.	Florida
JOM Pharmaceutical Services, Inc.	Delaware
Kenvue Inc.	Delaware
LTL Management LLC	North Carolina
McNeil Consumer Pharmaceuticals Co.	New Jersey
McNeil Healthcare LLC	Delaware
McNeil LA LLC	Delaware
McNEIL MMP, LLC	New Jersey
McNeil Nutritionals, LLC	Delaware
Medical Device Business Services, Inc.	Indiana
Medical Devices & Diagnostics Global Services, LLC	Delaware
Medical Devices International LLC	Delaware
MegaDyne Medical Products, Inc.	Utah
Mentor Partnership Holding Company I, LLC	Delaware
Mentor Texas GP LLC	Delaware
Mentor Texas L.P.	Delaware
Mentor Worldwide LLC	Delaware
Middlesex Assurance Company Limited	Vermont
Momenta Pharmaceuticals, Inc.	Delaware
NeoStrata Company, Inc.	Delaware
Netherlands Holding Company	Delaware
NeuWave Medical, Inc.	Delaware
Novira Therapeutics, LLC	Delaware
NuVera Medical, Inc.	Delaware
OMJ Pharmaceuticals, Inc.	Delaware
Omrix Biopharmaceuticals, Inc.	Delaware
Ortho Biologics LLC	Delaware
Ortho Biotech Holding LLC	Delaware

Patriot Pharmaceuticals, LLC	Pennsylvania
Peninsula Pharmaceuticals, LLC	Delaware
Percivia LLC	Delaware
preCARDIA, Inc.	Delaware
Princeton Laboratories, Inc.	Delaware
Prosidyan, Inc.	Delaware
Pulsar Vascular, Inc.	Delaware
Regency Urban Renewal Associates	New Jersey
Royalty A&M LLC	North Carolina
Rutan Realty LLC	New Jersey
Scios LLC	Delaware
SterilMed, Inc.	Minnesota
Synthes USA Products, LLC	Delaware
Synthes USA, LLC	Delaware
Synthes, Inc.	Delaware
TARIS Biomedical LLC	Delaware
TearScience, Inc.	Delaware
The Anspach Effort, LLC	Florida
The Vision Care Institute, LLC	Florida
Tibotec, LLC	Delaware
Torax Medical, Inc.	Delaware
Verb Surgical Inc.	Delaware
Vogue International LLC	Delaware
WH4110 Development Company, L.L.C.	Georgia
Zarbee's, Inc.	Delaware

International Subsidiaries:	
3Dintegrated ApS	Denmark
Actelion Ltd	Switzerland
Actelion Pharmaceuticals Ltd	Switzerland
Actelion Pharmaceuticals Trading (Shanghai) Co., Ltd.	China
Actelion Treasury Unlimited Company	Ireland

AMO (Hangzhou) Co., Ltd.	China
AMO (Shanghai) Medical Devices Trading Co., Ltd.	China
AMO ASIA LIMITED	Hong Kong
AMO Australia Pty Limited	Australia
AMO Canada Company	Canada
AMO Denmark ApS	Denmark
AMO France	France
AMO Germany GmbH	Germany
AMO Groningen B.V.	Netherlands
AMO International Holdings Unlimited Company	Ireland
AMO Ireland	Cayman Islands
AMO Italy SRL	Italy
AMO Japan K.K.	Japan
AMO Netherlands BV	Netherlands
AMO Norway AS	Norway
AMO Puerto Rico Manufacturing, Inc.	Cayman Islands
AMO Singapore Pte. Ltd.	Singapore
AMO Switzerland GmbH	Switzerland
AMO United Kingdom, Ltd.	United Kingdom
AMO Uppsala AB	Sweden
Apsis	France
Backsvalan 6 Handelsbolag	Sweden
Beijing Dabao Cosmetics Co., Ltd.	China
Berna Rhein B.V.	Netherlands
Biosense Webster (Israel) Ltd.	Israel
C Consumer Products Denmark ApS	Denmark
Carlo Erba OTC S.r.l.	Italy
ChromaGenics B.V.	Netherlands

Ci:z. Labo Co., Ltd.	Japan
Cilag AG	Switzerland
Cilag GmbH International	Switzerland
Cilag Holding AG	Switzerland
Cilag Holding Treasury Unlimited Company	Ireland
Cilag-Biotech, S.L.	Spain
ColBar LifeScience Ltd.	Israel
Cordis de Mexico, S.A. de C.V.	Mexico
Corimmun GmbH	Germany
Debs-Vogue Corporation (Proprietary) Limited	South Africa
DePuy Hellas SA	Greece
DePuy International Limited	United Kingdom
DePuy Ireland Unlimited Company	Ireland
DePuy Mexico, S.A. de C.V.	Mexico
EES Holdings de Mexico, S. de R.L. de C.V.	Mexico
EES, S.A. de C.V.	Mexico
EIT Emerging Implant Technologies GmbH	Germany
Ethicon Endo-Surgery (Europe) GmbH	Germany
Ethicon Sarl	Switzerland
Ethicon Women's Health & Urology Sarl	Switzerland
Ethnor (Proprietary) Limited	South Africa
Ethnor del Istmo S.A.	Panama
Ethnor Farmaceutica, S.A.	Venezuela, Bolivarian Republic of
Finsbury (Development) Limited	United Kingdom
Finsbury (Instruments) Limited	United Kingdom
Finsbury Medical Limited	United Kingdom
Finsbury Orthopaedics International Limited	United Kingdom
Finsbury Orthopaedics Limited	United Kingdom

FMS Future Medical System SA	Switzerland
GATT Technologies B.V.	Netherlands
GH Biotech Holdings Limited	Ireland
Global Investment Participation B.V.	Netherlands
GMED Healthcare BV	Belgium
Guangzhou Bioseal Biotech Co., Ltd.	China
Hansen Medical Deutschland GmbH	Germany
Hansen Medical UK Limited	United Kingdom
Healthcare Services (Shanghai) Ltd.	China
Innomedic Gesellschaft für innovative Medizintechnik und Informatik mbH	Germany
J & J Company West Africa Limited	Nigeria
J&J Argentina S.A.	Argentina
J&J Pension Trustees Limited	United Kingdom
J&J Productos Medicos & Farmaceuticos del Peru S.A.	Peru
J.C. General Services BV	Belgium
Janssen Biologics (Ireland) Limited	Ireland
Janssen Biologics B.V.	Netherlands
Janssen Cilag Farmaceutica S.A.	Argentina
Janssen Cilag S.p.A.	Italy
Janssen Cilag SPA	Algeria
Janssen Cilag, C.A.	Venezuela, Bolivarian Republic of
Janssen Development Finance Unlimited Company	Ireland
Janssen Egypt LLC	Egypt
Janssen Farmaceutica Portugal Lda	Portugal
Janssen France Treasury Unlimited Company	France
Janssen Holding GmbH	Switzerland
Janssen Inc.	Canada
Janssen Irish Finance Unlimited Company	Ireland

Janssen Japan Treasury Unlimited Company	Japan
Janssen Korea Ltd.	Korea, Republic of
Janssen Mexico Treasury Unlimited Company	Ireland
Janssen Pharmaceutica (Proprietary) Limited	South Africa
Janssen Pharmaceutica NV	Belgium
Janssen Pharmaceutica S.A.	Peru
Janssen Pharmaceutical K.K.	Japan
Janssen Pharmaceutical Sciences Unlimited Company	Ireland
Janssen Pharmaceutical Unlimited Company	Ireland
Janssen R&D Ireland Unlimited Company	Ireland
Janssen Sciences Ireland Unlimited Company	Ireland
Janssen Vaccines & Prevention B.V.	Netherlands
Janssen Vaccines Corp.	Korea, Republic of
Janssen-Cilag	France
Janssen-Cilag (New Zealand) Limited	New Zealand
Janssen-Cilag A/S	Denmark
Janssen-Cilag AG	Switzerland
Janssen-Cilag Aktiebolag	Sweden
Janssen-Cilag AS	Norway
Janssen-Cilag B.V.	Netherlands
Janssen-Cilag d.o.o. Beograd	Serbia
Janssen-Cilag de Mexico S. de R.L. de C.V.	Mexico
Janssen-Cilag Farmaceutica Lda.	Portugal
Janssen-Cilag Farmaceutica Ltda.	Brazil
Janssen-Cilag GmbH	Germany
Janssen-Cilag International NV	Belgium
Janssen-Cilag Kft.	Hungary
Janssen-Cilag Limited	United Kingdom

Janssen-Cilag Limited	Thailand
Janssen-Cilag NV	Belgium
Janssen-Cilag OY	Finland
Janssen-Cilag Pharma GmbH	Austria
Janssen-Cilag Pharmaceutical S.A.C.I.	Greece
Janssen-Cilag Polska, Sp. z o.o.	Poland
Janssen-Cilag Pty Ltd	Australia
Janssen-Cilag S.A.	Colombia
Janssen-Cilag s.r.o.	Czech Republic
Janssen-Cilag, S.A.	Spain
Janssen-Cilag, S.A. de C.V.	Mexico
Janssen-Pharma, S.L.	Spain
J-C Health Care Ltd.	Israel
JJ Surgical Vision Spain, S.L.	Spain
JJC Acquisition Company B.V.	Netherlands
JJSV Belgium BV	Belgium
JJSV Manufacturing Malaysia SDN. BHD.	Malaysia
JJSV Norden AB	Sweden
JJSV Produtos Oticos Ltda.	Brazil
JNJ Global Business Services s.r.o.	Czech Republic
JNJ Holding EMEA B.V.	Netherlands
JNTL (APAC) HoldCo 3 Pte. Ltd.	Singapore
JNTL (APAC) HoldCo Pte. Ltd.	Singapore
JNTL (Malaysia) Sdn. Bhd.	Malaysia
JNTL (Puerto Rico) HoldCo GmbH	Switzerland
JNTL (Shanghai) Investment Co., Ltd.	China
JNTL (Switzerland) HoldCo GmbH	Switzerland
JNTL (UK) HoldCo Limited	United Kingdom

JNTL Consumer Health (Vietnam) Co. Ltd.	Vietnam
JNTL Consumer Health (Belgium) BV	Belgium
JNTL Consumer Health (Brazil) Ltda.	Brazil
JNTL Consumer Health (Czech Republic) s.r.o.	Czech Republic
JNTL Consumer Health (Dominican Republic), S.A.S.	Dominican Republic
JNTL Consumer Health (Finland) Oy	Finland
JNTL Consumer Health (France) SAS	France
JNTL Consumer Health (Hungary) Kft	Hungary
JNTL Consumer Health (India) Private Limited	India
JNTL Consumer Health (New Zealand) Limited	New Zealand
JNTL Consumer Health (Norway) AS	Norway
JNTL Consumer Health (Philippines) Inc.	Philippines
JNTL Consumer Health (Poland) sp. z o.o.	Poland
JNTL Consumer Health (Portugal) Limitada	Portugal
JNTL Consumer Health (Slovakia), s.r.o.	Slovakia
JNTL Consumer Health (Spain), S.L.	Spain
JNTL Consumer Health (Taiwan) Limited	Taiwan (Province of China)
JNTL Consumer Health General Services BV	Belgium
JNTL Consumer Health I (Ireland) Limited	Ireland
JNTL Consumer Health I (Switzerland) GmbH	Switzerland
JNTL Consumer Health II (Switzerland) GmbH	Switzerland
JNTL Consumer Health LLC	Egypt
JNTL Consumer Health Mexico, S. de R.L. de C.V.	Mexico
JNTL Consumer Health Middle East FZ-LLC	United Arab Emirates

JNTL Holdings B.V.	Netherlands
JNTL Ireland HoldCo 2 B.V.	Netherlands
JNTL Netherlands HoldCo B.V.	Netherlands
JNTL Turkey Tüketici Sağlığı Limited Şirketi	Turkey
Johnson & Johnson - Societa' Per Azioni	Italy
Johnson & Johnson (Angola), Limitada	Angola
Johnson & Johnson (Australia) Pty Ltd	Australia
Johnson & Johnson (Canada) Inc.	Canada
Johnson & Johnson (China) Investment Ltd.	China
Johnson & Johnson (Ecuador) S.A.	Ecuador
Johnson & Johnson (Egypt) S.A.E.	Egypt
Johnson & Johnson (Hong Kong) Limited	Hong Kong
Johnson & Johnson (Ireland) Limited	Ireland
Johnson & Johnson (Jamaica) Limited	Jamaica
Johnson & Johnson (Kenya) Limited	Kenya
Johnson & Johnson (Mozambique), Limitada	Mozambique
Johnson & Johnson (Namibia) (Proprietary) Limited	Namibia
Johnson & Johnson (New Zealand) Limited	New Zealand

Johnson & Johnson (Philippines), Inc.	Philippines
Johnson & Johnson (Private) Limited	Zimbabwe
Johnson & Johnson (Thailand) Ltd.	Thailand
Johnson & Johnson (Trinidad) Limited	Trinidad and Tobago
Johnson & Johnson (Vietnam) Co., Ltd	Vietnam
Johnson & Johnson AB	Sweden
Johnson & Johnson AG	Switzerland
Johnson & Johnson Bulgaria EOOD	Bulgaria
Johnson & Johnson China Ltd.	China
Johnson & Johnson Consumer (Hong Kong) Limited	Hong Kong
Johnson & Johnson Consumer (Thailand) Limited	Thailand
Johnson & Johnson Consumer B.V.	Netherlands
Johnson & Johnson Consumer Holdings France	France
Johnson & Johnson Consumer NV	Belgium
Johnson & Johnson Consumer Saudi Arabia Limited	Saudi Arabia
Johnson & Johnson Consumer Services EAME Ltd.	United Kingdom
Johnson & Johnson d.o.o.	Slovenia
Johnson & Johnson de Argentina S.A.C. e. I.	Argentina
Johnson & Johnson de Chile S.A.	Chile
Johnson & Johnson de Colombia S.A.	Colombia
Johnson & Johnson de Mexico, S.A. de C.V.	Mexico
Johnson & Johnson de Uruguay S.A.	Uruguay
Johnson & Johnson de Venezuela, S.A.	Venezuela, Bolivarian Republic of
Johnson & Johnson del Ecuador, S.A.	Ecuador
Johnson & Johnson Del Paraguay, S.A.	Paraguay
Johnson & Johnson del Peru S.A.	Peru
Johnson & Johnson do Brasil Industria E Comercio de Produtos Para Saude Ltda.	Brazil
Johnson & Johnson Dominicana, S.A.S.	Dominican Republic
Johnson & Johnson European Treasury Unlimited Company	Ireland

Johnson & Johnson Finance Limited	United Kingdom
Johnson & Johnson Financial Services GmbH	Germany
Johnson & Johnson for Export and Import LLC	Egypt
Johnson & Johnson Gesellschaft m.b.H.	Austria
Johnson & Johnson GmbH	Germany
Johnson & Johnson GT, Sociedad Anónima	Guatemala
Johnson & Johnson Guatemala, S.A.	Guatemala
Johnson & Johnson Hellas Commercial and Industrial S.A.	Greece
Johnson & Johnson Hellas Consumer Products Commercial Societe Anonyme	Greece
Johnson & Johnson Hemisferica S.A.	Puerto Rico
Johnson & Johnson Holding GmbH	Germany
Johnson & Johnson Holdings (Austria) GmbH	Austria
Johnson & Johnson Inc.	Canada
Johnson & Johnson Industrial Ltda.	Brazil
Johnson & Johnson Innovation Limited	United Kingdom

Johnson & Johnson International (Singapore) Pte. Ltd.	Singapore
Johnson & Johnson International Financial Services Unlimited Company	Ireland
Johnson & Johnson Irish Finance Company Limited	Ireland
Johnson & Johnson K.K.	Japan
Johnson & Johnson Kft.	Hungary
Johnson & Johnson Korea Selling & Distribution LLC	Korea, Republic of
Johnson & Johnson Korea, Ltd.	Korea, Republic of
Johnson & Johnson Limited	United Kingdom
Johnson & Johnson LLC	Russian Federation
Johnson & Johnson Luxembourg Finance Company Sarl	Luxembourg
Johnson & Johnson Management Limited	United Kingdom
Johnson & Johnson Medical (China) Ltd.	China
Johnson & Johnson Medical (Proprietary) Ltd	South Africa
Johnson & Johnson Medical (Shanghai) Ltd.	China
Johnson & Johnson Medical (Suzhou) Ltd.	China
Johnson & Johnson Medical B.V.	Netherlands
Johnson & Johnson Medical GmbH	Germany

Johnson & Johnson Medical Greece Single Member S.A.	Greece
Johnson & Johnson Medical Korea Ltd.	Korea, Republic of
Johnson & Johnson Medical Limited	United Kingdom
Johnson & Johnson Medical Mexico, S.A. de C.V.	Mexico
Johnson & Johnson Medical NV	Belgium
Johnson & Johnson Medical Products GmbH	Austria
Johnson & Johnson Medical Pty Ltd	Australia
Johnson & Johnson Medical S.A.	Argentina
Johnson & Johnson Medical S.p.A.	Italy
Johnson & Johnson Medical SAS	France
Johnson & Johnson Medical Saudi Arabia Limited	Saudi Arabia
Johnson & Johnson Medical Taiwan Ltd.	Taiwan (Province of China)
Johnson & Johnson Medical, S.C.S.	Venezuela, Bolivarian Republic of
Johnson & Johnson Medikal Sanayi ve Ticaret Limited Sirketi	Turkey
Johnson & Johnson MedTech (Thailand) Ltd.	Thailand
Johnson & Johnson Medtech Colombia S.A.S.	Colombia
Johnson & Johnson Middle East FZ-LLC	United Arab Emirates
Johnson & Johnson Morocco Societe Anonyme	Morocco
Johnson & Johnson Nordic AB	Sweden
Johnson & Johnson Pacific Pty Limited	Australia
Johnson & Johnson Pakistan (Private) Limited	Pakistan
Johnson & Johnson Panama, S.A.	Panama
Johnson & Johnson Personal Care (Chile) S.A.	Chile
Johnson & Johnson Pharmaceutical Ltd.	China
Johnson & Johnson Poland Sp. z o.o.	Poland
Johnson & Johnson Private Limited	India
Johnson & Johnson Pte. Ltd.	Singapore

Johnson & Johnson Pty. Limited	Australia
Johnson & Johnson Romania S.R.L.	Romania
Johnson & Johnson S.E. d.o.o.	Croatia
Johnson & Johnson Sante Beaute France	France
Johnson & Johnson SDN. BHD.	Malaysia
Johnson & Johnson Surgical Vision India Private Limited	India
Johnson & Johnson Taiwan Ltd.	Taiwan (Province of China)
Johnson & Johnson UK Treasury Company Limited	United Kingdom
Johnson & Johnson Ukraine LLC	Ukraine
Johnson & Johnson Vision Care (Australia) Pty Ltd	Australia
Johnson & Johnson Vision Care (Shanghai) Ltd.	China
Johnson & Johnson Vision Care Ireland Unlimited Company	Ireland
Johnson & Johnson Vision Korea, Ltd.	Korea, Republic of
Johnson & Johnson, Lda	Portugal
Johnson & Johnson, S.A.	Spain
Johnson & Johnson, S.A. de C.V.	Mexico
Johnson & Johnson, s.r.o.	Slovakia
Johnson & Johnson, s.r.o.	Czech Republic

Johnson and Johnson (Proprietary) Limited	South Africa
Johnson and Johnson Sihhi Malzeme Sanayi Ve Ticaret Limited Sirketi	Turkey
Johnson Y Johnson de Costa Rica, S.A.	Costa Rica
La Concha Land Investment Corporation	Philippines
McNeil AB	Sweden
McNeil Denmark ApS	Denmark
McNeil Healthcare (Ireland) Limited	Ireland
McNeil Healthcare (UK) Limited	United Kingdom
McNeil Iberica S.L.U.	Spain
McNeil Panama, LLC	Panama
McNeil Products Limited	United Kingdom
McNeil Sweden AB	Sweden
Medos International Sarl	Switzerland
Medos Sarl	Switzerland
Menlo Care De Mexico, S.A. de C.V.	Mexico
Mentor B.V.	Netherlands
Mentor Deutschland GmbH	Germany
Mentor Medical Systems B.V.	Netherlands
Momenta Ireland Limited	Ireland
NeoStrata UG (haftungsbeschränkt)	Germany
Neuravi Limited	Ireland
Obtech Medical Mexico, S.A. de C.V.	Mexico
OBTECH Medical Sarl	Switzerland
OGX Beauty Limited	United Kingdom
OMJ Holding GmbH	Switzerland
Omrix Biopharmaceuticals Ltd.	Israel
Omrix Biopharmaceuticals NV	Belgium
Orthospin Ltd.	Israel
Orthotaxy	France
Pharmadirect Ltd.	Canada
Pharmedica Laboratories (Proprietary) Limited	South Africa
Productos de Cuidado Personal y de La Salud de Bolivia S.R.L.	Bolivia
Proleader S.A.	Uruguay

PT Integrated Healthcare Indonesia	Indonesia
PT Johnson & Johnson Indonesia	Indonesia
PT Johnson and Johnson Indonesia Two	Indonesia
RespiVert Ltd.	United Kingdom
Review Manager Test Entity 2	France
Serhum S.A. de C.V.	Mexico
Shanghai Elsker Mother & Baby Co., Ltd	China
Shanghai Johnson & Johnson Ltd.	China
Shanghai Johnson & Johnson Pharmaceuticals Ltd.	China
Sodiac ESV	Belgium
Spectrum Vision Limited Liability Company	Russian Federation
Spectrum Vision Limited Liability Company	Ukraine
Spectrum Vision Limited Liability Partnership	Kazakhstan
Surgical Process Institute Deutschland GmbH	Germany
Synthes Costa Rica S.C.R., Limitada	Costa Rica
SYNTHES GmbH	Germany
Synthes GmbH	Switzerland
Synthes Holding AG	Switzerland
Synthes Holding Limited	United Arab Emirates
SYNTHES Medical Immobilien GmbH	Germany
Synthes Medical Surgical Equipment & Instruments Trading LLC	United Arab Emirates
Synthes Produktions GmbH	Switzerland
Synthes Proprietary Limited	South Africa
Synthes S.M.P., S. de R.L. de C.V.	Mexico
Synthes Tuttlingen GmbH	Germany
UAB "Johnson & Johnson"	Lithuania
Vania Expansion	France
Vision Care Finance Unlimited Company	Ireland
Xian Janssen Pharmaceutical Ltd.	China
XOI Limited	United Kingdom

EXHIBIT H

One Washington Memorandum of Understanding between the Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, 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, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (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 detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
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. Support the 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. Support the 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 treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

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

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. 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, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. 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.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**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, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising 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 OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
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. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. 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.
9. 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, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. 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.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. 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, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

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

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, 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;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction 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, co-usage, and/or co-addiction 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, co-usage, and/or co-addiction 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, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising 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, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide 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, co-usage, and/or co-addiction.
3. 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.
4. 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.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. 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, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
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 or 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.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
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, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. 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).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. 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.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. 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.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising 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, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, 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, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, 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 in various items above, 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, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in 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, co-usage, and/or co-addiction, 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, 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 innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. 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).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

EXHIBIT I
Settlement Fund Administrator Terms

I. Definitions

- A. This Settlement Fund Administrator Terms incorporates all defined terms in the Janssen Washington State-Wide Opioid Settlement Agreement (“Janssen Settlement Agreement”), unless otherwise defined herein, and shall be interpreted in a manner consistent with the Janssen Settlement Agreement.

II. Establishment of the Settlement Fund Administrator

A. *Selection of the Settlement Fund Administrator.*

- i. Subject to the removal provisions under Section II.C below, BrownGreer PLC is hereby selected as the Settlement Fund Administrator.
- ii. Within thirty (30) calendar days of the Effective Date of the Janssen Settlement Agreement, unless such time is extended by written agreement of Janssen and the State, a contract shall be negotiated and finalized with BrownGreer PLC.
- iii. The terms of the Settlement Fund Administrator shall be for the duration of the Janssen Settlement Agreement or as otherwise specified in the contract executed with such entity, unless the Settlement Fund Administrator is removed pursuant to Section II.C below.

B. *Governance of the Settlement Fund Administrator.*

- i. The Settlement Fund Administrator will act as an independent and neutral third party to determine the allocation of payments under Section VI.C of the Janssen Settlement Agreement; administer and disburse funds from the Settlement Fund; and perform other duties as described below and in the Janssen Settlement Agreement.
- ii. All parties to the Janssen Settlement Agreement are entitled to rely upon information received from the Settlement Fund Administrator, whether in oral, written, or other form. No Party to the Janssen Settlement Agreement shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any party for or in connection with any action taken or not taken by the Settlement Fund Administrator. In addition, no Party to the Janssen Settlement Agreement shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any party for or in connection with any action taken or not taken by Janssen based on incorrect, inaccurate, incomplete or otherwise erroneous information or data provided by the Settlement Fund Administrator. For the avoidance of doubt, nothing in this paragraph alters Sections I to XI of the Janssen Settlement Agreement or any of the exhibits thereto.

C. Removal of the Settlement Fund Administrator.

- i. The Settlement Fund Administrator may be removed for cause. The contract with each entity shall describe the standards for removing that entity for cause.
- ii. Disputes regarding the performance and/or removal of the Settlement Fund Administrator will be resolved in accordance with Section X of the Janssen Settlement Agreement.

D. Funding of the Settlement Fund Administrator.

- i. The costs and fees associated with or arising out of the duties of the Settlement Fund Administrator shall be paid from the interest accrued on the LG Share portion of the funds in the Settlement Fund between the date of Janssen's payment and the date of disbursement to the Subdivisions. Should such interest prove insufficient, the remaining costs and fees of the Settlement Fund Administrator shall be paid by Janssen. Payments will be made to the Settlement Fund Administrator within thirty (30) days after the initial disbursements to the State and the Subdivisions are completed, and if applicable, thirty (30) days after any holdback disbursement under Section V.D of the Janssen Settlement Agreement.
- ii. There will be a cap on the costs and fees of the Settlement Fund Administrator, which shall be dependent on the scope of services, the number and timing of distributions from the Settlement Fund, and the Settlement Fund Administrator's reporting requirements. The cap on fees and costs shall be specified in the contract executed with the Settlement Fund Administrator.

III. Calculation and Allocation of Payments

A. General Principles.

- i. This Section III is intended to implement the relevant provisions of Sections VI and IX.B of the Janssen Settlement Agreement, the exhibits thereto, and the One Washington Memorandum of Understanding Between Washington Municipalities (the "*One Washington MOU*"). To the extent this Section III conflicts with the Janssen Settlement Agreement and/or the exhibits thereto, the Janssen Settlement Agreement shall control.
- ii. The Settlement Fund Administrator is entitled to rely upon information received from the Parties to the Janssen Settlement Agreement, whether in oral, written, or other form, for the purpose for which it was submitted, provided that such information is not disputed by another Party.

B. Establishment of Settlement Fund.

- i. The Settlement Fund Administrator shall establish a Settlement Fund, as defined in Section II.25 of the Janssen Settlement Agreement and subject to Section IV.B below.

C. Calculation of Allocations and Disbursement of Amounts from Settlement Fund.

- i. The Settlement Fund Administrator shall be responsible for calculating the allocation of Net Settlement Amount payments under Section VI of the Janssen Settlement Agreement and the One Washington MOU, as well as Participating Litigating Subdivisions' attorneys' fees and costs under Section IX.B of the Janssen Settlement Agreement and the One Washington MOU.
- ii. If the Janssen Settlement Agreement becomes effective and Janssen pays the Net Settlement Amount into the Settlement Fund pursuant to Sections V.B and V.C of the Janssen Settlement Agreement (subject to any holdback under Section V.D of the Janssen Settlement Agreement), the Settlement Fund Administrator shall:
 1. disburse or cause to be disbursed 50% of the Net Settlement Amount to the State, pursuant to Section VI.A.1 of the Janssen Settlement Agreement;
 2. deposit 15% of the 50% LG Share of the Net Settlement Amount into a government fee subfund, pursuant to Section D of the One Washington MOU; and
 3. allocate and disburse or cause to be disbursed the remainder of the LG Share of the Net Settlement Amount to Participating Subdivisions in accordance with Sections B.3 and B.4 of the One Washington MOU.
- iii. The Settlement Fund Administrator, in cooperation with the Opioid Fee and Expense Committee as defined in the One Washington MOU, shall disburse or cause to be disbursed the monies in the government fee subfund according to the procedures set forth in Section D of the One Washington MOU.
- iv. If Janssen pays the \$6,167,000 holdback amount into the Settlement Fund pursuant to Section V.D of the Janssen Settlement Agreement, the Settlement Fund Administrator shall allocate, deposite, and disburse or cause to be disbursed such holdback payment according to the principles stated in Sections III.C.ii and III.C.iii above.

IV. Reporting Obligations

A. Reporting of Non-Opioid Remediation Uses.

- i. The Settlement Fund Administrator shall set up a system to receive and preserve reports from the State States and Participating Subdivisions that have used monies from the Settlement Fund for purposes that do not qualify as Opioid Remediation, pursuant to Section VI.D of the Janssen Settlement Agreement. The Settlement Fund Administrator will not require the State and Participating Subdivisions without any such uses of money to submit a report, and the Settlement Fund Administrator may

treat the failure to submit a report as confirmation that the State or Participating Subdivision had no such uses of money.

- ii. The State and Participating Subdivisions shall report to the Settlement Fund Administrator and Janssen the amount of funds received from the Settlement Fund used for purposes that do not qualify as Opioid Remediation (pursuant to Section VI.D of the Janssen Settlement Agreement). Such reports to the Settlement Fund Administrator and Janssen shall identify how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of the Janssen Settlement Agreement, respectively. Such State or Participating Subdivision shall make such reports to the Settlement Fund Administrator and Janssen with respect to each six-month period ending on June 30 or December 31 of any year in which funds are received from the Settlement Fund. Such State or Participating Subdivision shall make each such report within ninety (90) days of the end of the applicable six-month period.
- iii. The Settlement Fund Administrator shall make the reporting under this Section IV.A available to the public.
- iv. The Settlement Fund Administrator shall track and assist in the report of the amount of remediation disbursed or applied during each fiscal year, broken down by primary funded strategy category listed in Exhibit J of the Janssen Settlement Agreement (with any permissible common costs prorated among strategies).
- v. Upon request by Janssen, the Settlement Fund Administrator shall agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in Section XI.B of the Janssen Settlement Agreement to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance. Nothing herein shall be read to conflict with or limit the Parties' obligations under Sections XI.B and XI.C of the Janssen Settlement Agreement.

B. *Qualified Settlement Fund Treatment.*

- i. Janssen and the Settlement Fund Administrator shall agree that the Settlement Fund is intended to be classified as a "qualified settlement fund" within the meaning of Treasury regulations Section 1.468B-1, *et seq.* (and corresponding or similar provisions of state, local, or foreign law, as applicable). The Settlement Fund Administrator or any independent certified public accounting firm selected by Janssen to serve as administrator of the Settlement Fund for tax purposes (the "Tax Administrator") shall not take any action or tax position inconsistent with such treatment. The Settlement Fund shall be treated as a qualified

settlement fund from the earliest date possible, and Janssen and the Settlement Fund Administrator shall agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.

- ii. The Settlement Fund Administrator or the Tax Administrator shall serve as administrator of the Settlement Fund for tax purposes. The Settlement Fund Administrator or Tax Administrator shall (i) obtain federal and state taxpayer identification numbers for the Settlement Fund and provide the same to Janssen and the Settlement Fund Administrator, (ii) be responsible for all tax reporting, withholding and filing requirements for the Settlement Fund, (iii) provide instructions to Janssen and the Settlement Fund Administrator for the release of sufficient funds from the Settlement Fund to pay all taxes owed by the Settlement Fund in accordance with Treasury regulations Section 1.468B-2 and any applicable state, local or other tax laws, and (iv) send copies of all such tax filings and returns to Janssen and the Settlement Fund Administrator. Janssen and the Settlement Fund Administrator shall provide such cooperation and information as the Tax Administrator may reasonably request in performing the responsibilities set forth in this Section IV.

EXHIBIT J

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

Expand training for first responders, schools, community support groups and families; and

Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

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

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

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

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

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

F. TREATMENT FOR INCARCERATED POPULATION

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

G. PREVENTION PROGRAMS

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

H. EXPANDING SYRINGE SERVICE PROGRAMS

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

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

Schedule B **Approved Uses**

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

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

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

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

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

PART TWO: PREVENTION

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

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

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

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

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

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

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing

overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

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

K. TRAINING

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

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

L. RESEARCH

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

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.