

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

**MARSHALL COUNTY BOARD OF
EDUCATION and WETZEL COUNTY
BOARD OF EDUCATION, Individually and
on Behalf of All Others Similarly Situated,**

Plaintiffs,

v.

**RICHARD SACKLER, DAVID SACKLER,
ILENE SACKLER, KATHE SACKLER,
MORTIMER D.A. SACKLER, THERESA
SACKLER, RICHARD AND DAVID
SACKLER AS EXECUTORS OF THE
ESTATE OF RAYMOND SACKLER,
RICHARD AND DAVID SACKLER AS
EXECUTORS OF THE ESTATE OF
BEVERLY SACKLER, AND GARRETT
LYNAM AS EXECUTOR OF THE ESTATE
OF JONATHAN SACKLER,**

Defendants.

Civil Action No.: 5:25-cv-00228-JPB

Honorable John Preston Bailey

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

TABLE OF CONTENTS

I. INTRODUCTION	1
II. OVERVIEW OF PLAINTIFFS’ CLAIMS	3
A. The opioid crisis is harming students, disrupting classrooms, and straining schools’ budgets.	3
B. Plaintiffs allege that, both factually and legally, Defendants bear responsibility for the opioid crisis and the havoc it is wreaking in public schools	4
C. Plaintiffs’ proposed class definition	5
III. PROCEDURAL HISTORY	5
A. This filing is the culmination of years of complex and arduous settlement negotiations, facilitated by distinguished retired judges and professional mediators... ..	5
B. Settlement discussions were conducted in parallel with extensive discovery, giving all parties a clear understanding of the facts, applicable law, and potential risks.....	6
C. Appellate Proceedings	7
D. Following the Supreme Court’s ruling, renewed settlement discussions produced this proposed settlement, modeled on the settlement approved by Judge Breyer in separate opioid-related MDL proceedings against McKinsey & Co	8
IV. PROPOSED SETTLEMENT TERMS.....	9
A. Under the Settlement here, funds will be paid into and then distributed by an existing Public School Trust to class members, using a standard set of criteria designed to maximize abatement.....	9
B. As in <i>McKinsey</i> , the plan of distribution will operate through grants made by the Public School Trust.	11
C. The Settlement release here is appropriately tailored.	13
D. Requests for Attorneys’ Fees, Expenses, and Incentive Awards will be at or below levels awarded in comparable cases	14
V. ARGUMENT.....	15
A. Preliminary approval is appropriate because this Court will likely be able to approve this proposed settlement as fair, reasonable, and adequate under Rule 23(e)(2)	15

1. This settlement warrants preliminary approval because of the strong evidence of its being the product of fair, informed, and protracted negotiations	15
2. This settlement warrants preliminary approval because the settlement amount appears both reasonable and adequate considering the very considerable costs, risks, and delays of trial, appeals, and collecting a judgment.....	17
3. The settlement warrants approval because its proposed plan of distribution here is efficient, effective, equitable, and better calculated than any other to accomplish the goal of the class’s nuisance cause of action: abating the nuisance	18
B. Class counsel’s proposed requests for attorneys’ fees are within the range of reasonableness.....	19
C. Fed. R. Civ. P. 23(e)(3): Disclosures of other agreements made in connection with the settlement proposal.	19
D. Certifying a class for purposes of judgment on the proposal fully complies with Rule 23	19
1. All the Rule 23(a) prerequisites are satisfied here.	19
2. Rule 23(b)(3)’s predominance and superiority requirements are satisfied	22
3. The proposed class notice plan satisfies due process.....	23
VI. PROPOSED SCHEDULE.....	25
VII. CONCLUSION	25

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Amchem Prods., Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	21
<i>Berry v. Schulman</i> , 807 F.3d 600 (4th Cir. 2015)	14
<i>Cypress v. Newport News General and Nonsectarian Hosp. Ass’n</i> , 375 F.2d 648 (4th Cir. 1967)	20
<i>Gunnells v. Healthplan Servs., Inc.</i> , 348 F.3d 417 (4th Cir. 2003)	23
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998), <i>overruled on other grounds by Wal-Mart Stores, Inc. v. Dukes</i> , 564 U.S. 338 (2011).....	23
<i>Harrington v. Purdue Pharma L.P.</i> , 603 U.S. 204 (2024).....	8
<i>Herrera v. Charlotte Sch. of L., LLC</i> , 818 F. App'x 165 (4th Cir. 2020).....	16
<i>Hopper v. Jay-Bee Oil & Gas, Inc.</i> , No. 5:20-CV-101, 2023 WL 3695608 (N.D. W.Va. 2023)	20, 22
<i>In re Endo Int’l, PLC</i> , No. 22-22549 (Bankr. S.D. NY 2022)	10
<i>Krakauer v. Dish Network, LLC</i> , 925 F.3d 643 (4th Cir. 2019)	20
<i>In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Practices & Prods. Liab. Litig.</i> , 952 F.3d 471 (4th Cir. 2020)	15, 17
<i>In re Mallinckrodt PLC</i> , No. 20-12522 (Bankr. D.. Del. 2020)	10
<i>In re McKinsey & Co. Nat’l Prescription Opiate Consultant Litig.</i> , No. 3:21-md-02996-CRB (N.D. Cal.)	<i>passim</i>
<i>In re National Prescription Opiate Litigation</i> , No. 17-2804 (N.D. OH 2017)	14, 19

<i>In re Purdue Pharma L.P.</i> , 633 B.R. 53 (Bankr. S.D.N.Y. 2021)	7
<i>In re Purdue Pharma L.P.</i> , 635 B.R. 26 (S.D.N.Y. 2021)	7
<i>In re Purdue Pharma L.P.</i> , 69 F.4th 45 (2d Cir. 2023)	7
<i>Reed v. AlectoHealthcare Services, LLC</i> , 2022 WL 4115858 (N.D. W.Va. 2022)	21, 22
<i>Thacker v. PHH Mortg. Corp.</i> , No. 5:21-CV-00174-JPB, 2022 WL 22826981 (N.D. W.Va. 2022)	14, 15, 19
<i>Vance v. DirecTV, LLC</i> , No. 5:17-179, 2022 WL 3044653 (N.D. W.Va. 2022)	16
<i>Vannest v. Nationstar Mortg., LLC</i> , No. 5:21-cv-00086-JPB, 2022 WL 20689593 (N.D. W.Va. 2022)	14, 19
<i>Wal-Mart Stores, Inc. v. Dukes</i> , 564 U.S. 338 (2011)	20
<i>Ward v. Dixie Nat. Life Ins. Co.</i> , 595 F.3d 164 (4th Cir. 2010)	22

Other Authorities

Fed. R. Civ. P. 23	<i>passim</i>
Fed. R. Civ. P. 23(a)	19
Fed. R. Civ. P. 23(a)(2)	20
Fed. R. Civ. P. 23(a)(4)	22
Fed. R. Civ. P. 23(b)(3)	22, 23
Fed. R. Civ. P. 23(c)(2)(B)	24
Fed. R. Civ. P. 23(e)(1)	15
Fed. R. Civ. P. 23(e)(2)	15
Fed. R. Civ. P. 23(e)(2)(A)	15
Fed. R. Civ. P. 23(e)(2)(B)	15, 16

Fed. R. Civ. P. 23(e)(2)(D)	9
Fed. R. Civ. P. 23(e)(3).....	19
Fed. R. Civ. P. 23, 1966 Advisory Comm. Notes.....	22, 23

I. INTRODUCTION

This putative class action seeks damages from members of the Sackler family, who served on the board of opioid-manufacturer Purdue Pharma L.P. (the “Former Director Sackler Defendants”), for harms imposed on public schools by the nationwide opioid epidemic. Plaintiffs are the Marshall and the Wetzel County Boards of Education, both located in this District. They bring this action as representatives of a putative class of approximately 2,500 public school districts that: (a) have sued any opioid defendant in federal or state court, (b) have filed proofs of claim in Purdue’s bankruptcy proceeding pending in the Southern District of New York, or (c) have enrollments of more than 5,000 students.¹

Although the complaint here has only just been filed, the relief it seeks has been long in the making. The underlying claim here is that opioid manufacturers bear responsibility for the enormous costs caused by the opioid epidemic, including harm to children exposed to opioids *in utero* and children living with other family members afflicted by opioid addiction. These and similar claims have been litigated in state and federal courts now for several years. And it is with the benefit of such extensive and intensive factual and legal development, and months of mediation in this case with assistance from experienced and respected mediators, that the Plaintiff school boards in this case have reached a proposed settlement with the Former Director Sackler Defendants, which they are now presenting to this Court for preliminary approval and class notice.

¹ The precise class definition and related terms are specified in the parties’ proposed Class Action Settlement Agreement (“S.A.” or “Settlement Agreement”), which is attached as Exhibit 1 to this memorandum. Defined terms in the Settlement Agreement are incorporated in this memorandum by reference.

The proposed settlement here requires the Former Director Sackler Defendants to pay a maximum of \$26,776,216.55, the net of which—after Court rulings on requested fees, costs, and service awards—will be paid for the benefit of the Public School Districts’ Opioid Recovery Trust (“Public School Trust”), which will implement the settlement’s plan of distribution. This Public School Trust has already been established as the way to distribute settlement funds to school districts in an earlier, already approved, Rule 23 class action settlement of similar opioid-related claims brought by a nationwide class of school districts against the consulting firm McKinsey & Co. That case and settlement were overseen by U.S. District Court Judge Charles R. Breyer. See, e.g., *In re McKinsey & Co. Nat’l Prescription Opiate Consultant Litig.*, No. 3:21-md-02996-CRB (N.D. Cal.). In that case (“*McKinsey*”), Judge Breyer approved the creation and use of the Public School Trust and the appointment of its trustee, Dr. Andrés Alonso, to distribute settlement money to class member public school districts through a grant award process: all class members were invited to submit claims—in the form of grant applications describing how they would use settlement funds to abate the effects of the opioid crisis on students affected by it in their district. Using this model, the Public School Trust has already distributed \$24.3 million to class member school districts from funds obtained in resolutions with McKinsey and with the pharmaceutical companies Mallinckrodt and Endo. If this Court approves the similar proposed settlement here and it, too, becomes effective, then the up to \$26.776 million in settlement funds here—less a requested approved attorney’s fees, expenses, and service awards (the basis for which will be presented through a later-filed fee motion)—will similarly be distributed to class member school districts in this case that submit the most promising proposals for projects to abate the opioid crisis in the public schools, using a similarly rigorous process (also described below).

As described in this memorandum, the proposed Settlement here would, in short, use a thoughtful, tested, and judicially-approved trust structure to make sure that settlement money produces meaningful abatement of the opioid crisis in the public schools and, at the same time, bring a sure, efficient, and equitable outcome to this case, resolving expeditiously and *now* what would otherwise almost certainly become uncertain, risky, expensive, and protracted litigation.

Therefore, for the reasons outlined below, (a) the Settlement Agreement here should be preliminarily approved; (b) the Class should be conditionally certified, with Plaintiffs appointed as Class Representatives and Plaintiffs' counsel appointed as Class Counsel; and (c) the proposed Notice (attached as Exhibit D to Declaration of Brandon Schwartz (Exhibit 7)) should be disseminated to the Class.

II. OVERVIEW OF PLAINTIFFS' CLAIMS²

A. **The opioid crisis is harming students, disrupting classrooms, and straining schools' budgets.**

American public schools perform an indispensable function, central to the health of American democracy: they provide a free education to every student who comes through their doors. But for the last decade at least, their job has been made more difficult by the increasing numbers of students afflicted by the opioid crisis. The students most afflicted by the opioid crisis include both (a) children themselves exposed to opioids *in utero*, who, as a result, are twice as likely to exhibit learning and developmental disabilities and require special education services than children who were not exposed; and (b) children who may face dysregulated emotional and behavioral challenges in the classroom attributable to living with family members who are

² This overview is based on the allegations in Plaintiffs' Complaint. The Former Director Sackler Defendants dispute many of these allegations and deny legal responsibility for Plaintiffs' claims.

struggling with opioid use disorders. Compl. ¶ 219 (ECF No. 1). Addressing these students' needs, including complying with federal statutory mandates to provide them with special education services and supports, is significantly burdening public school districts' budgets, providing the basis for this lawsuit. *Id.* ¶¶ 219-220, 258-259.

B. Plaintiffs allege that, both factually and legally, Defendants bear responsibility for the opioid crisis and the havoc it is wreaking in public schools.

From the beginning of the opioid crisis and through the height of it, Purdue Pharma L.P. (“Purdue”) operated as a family-owned, non-public company. Plaintiffs allege that, at relevant times, the Former Director Sackler Defendants held a controlling majority on Purdue’s board of directors, served as officers of Purdue companies, micromanaged Purdue’s opioid-related operations, and were principal architects of a scheme to “turbocharge” opioid sales, igniting and aggravating the opioid crisis. Compl. ¶¶ 7-8, 58-59, 136-160.

Plaintiffs further allege that the Former Sackler Director Defendants knew that Purdue’s blockbuster opioid drug, Oxycontin, was addictive. *Id.* ¶¶ 75, 244, 256. They knew that Oxycontin was being diverted and abused at astonishing rates. *Id.* ¶ 169. They knowingly deceived doctors and patients about the risks of prescribing and taking opioids. *Id.* ¶¶ 76, 119, 198, 201, 205, 212-213, 244. They knowingly misbranded Purdue’s Oxycontin as safe to take in high doses and for long-term use for a broad variety of pain conditions, including chronic pain. They advertised it as having lower risks of addiction and abuse than other painkillers, knowing that none of that was true, and that the results have been disastrous, including for public schools. *Id.*

Based on these and other allegations in their Complaint, Plaintiffs claim that, by their actions, the Former Director Sackler Defendants created a public nuisance, *id.* ¶¶ 254-261, conducted Purdue’s operations as a RICO enterprise, *id.* ¶¶ 205-218, 228-253, and have caused

Plaintiffs and other putative class members to spend millions of dollars to abate the effects of the opioid crisis. These expenditures have included and continue to include costs to provide special education services and programs for children with opioid-related learning disabilities and needs.

Id., Prayer for Relief, ¶¶ a, c.

C. Plaintiffs’ proposed class definition

Plaintiffs bring this action on behalf of a proposed class of “elementary, middle, and secondary public school districts in the United States (a) with enrollments of more than 5,000 students, (b) that have filed proofs of claim in [Purdue’s] Bankruptcy Case, or (c) that are Litigating School Districts.” S.A. § III.A. See also Compl. ¶ 221. For purposes of the Settlement here, a “Litigating School District” is a Public School District that (i) is identified on Schedule C to the Settlement Agreement or (ii) has brought any claim for Covered Conduct and/or any Released Claim against any defendant in any jurisdiction or forum before this Court enters a Rule 23 Preliminary Approval Order here. S.A. § I.GG.

III. PROCEDURAL HISTORY

A. This filing is the culmination of years of complex and arduous settlement negotiations, facilitated by distinguished retired judges and professional mediators.

In 2019, putative Class Counsel here filed the first lawsuit in the country focused on the rising costs to public schools from the opioid crisis. See Decl. of Cyrus Mehri ¶ 5 (“Mehri Decl.”) attached as Exhibit 2. That same year, facing civil litigation in hundreds of actions across the United States, Purdue and associated entities filed for Chapter 11 bankruptcy. In response, several creditor groups—ultimately including State Attorneys General, Subdivisions, public school districts, Native American tribal communities, third-party payors, hospitals, and

representatives of opioid-affected individuals, including children—began lengthy and protracted arm’s-length negotiations with Purdue and the Sacklers. Mehri Decl. ¶ 23.

Settlement negotiations continued for many months, facilitated by retired U.S. District Judge Layn R. Phillips and noted mediator Kenneth R. Feinberg. *Id.* The first phase of mediation focused on and resulted in allocation settlements with state and local government claimants and several private claimant groups. Next, Purdue and the Sacklers also reached related settlements with the Department of Justice, which the bankruptcy court approved. *Id.* The second phase of mediation focused on and led to a proposed Chapter 11 plan of reorganization for Purdue, which the bankruptcy court in the Southern District of New York approved in September 2021. *Id.*

B. Settlement discussions were conducted in parallel with extensive discovery, giving all parties a clear understanding of the facts, applicable law, and potential risks.

In October 2019, the unsecured creditors committee (“UCC”)—representing the interests of unsecured creditors of the Purdue bankruptcy debtors, including public school district creditors—reached a stipulation with various Sackler family members, other Released Parties, and the Debtors to produce certain due diligence materials. Mehri Decl. ¶ 8. Later, the UCC issued more due diligence requests, served formal subpoenas for documents under Federal Rule of Bankruptcy Procedure 2004, and moved to compel additional discovery. Ultimately, the Raymond Sackler and Mortimer Sackler families produced more than two million pages of documents, including business plans, financial information, management and board materials, sales data, transfer information, trust documents, emails, text messages, and other materials dating back to the 1990s. *Id.* ¶ 9.

Over the next year-and-a-half, the bankruptcy debtors, for their part, also produced more than 90 million pages of material on issues—relating to claims against their debtors’ estate and underlying opioid liability claims. These materials included documents from Sackler family

custodians and directors. Through motion practice, the UCC compelled the production of over 16,000 privileged documents from the debtors, including communications with members of the Sackler families. The UCC and others also took 16 depositions of Sackler family members, current and former Board members, current employees of the debtors, and other parties. *Id.* ¶ 10.

Proposed Class Counsel in this case served as active members of the UCC, serving on the document repository committee, providing input on deliberations, and interviewing and proposing candidates to serve as trustees who will oversee the implementation of the overall resolution. *Id.* ¶¶ 10, 11, 15.

As Bankruptcy Judge Drain remarked in his order approving the plan, there was more discovery in the Purdue bankruptcy proceedings than the court had ever seen and perhaps more than had ever been provided in any other Chapter 11 case. *In re Purdue Pharma L.P.*, 633 B.R. 53, 85–86 (Bankr. S.D.N.Y. 2021).

C. Appellate Proceedings

As originally proposed, Purdue’s Chapter 11 plan, confirmed by Bankruptcy Judge Drain in September 2021,³ would have resolved and released creditors’ claims. *Id.* at 95. But appeals ensued challenging that Chapter 11 plan and, in December 2021, the district court reversed the bankruptcy court’s confirmation of the plan. See *In re Purdue Pharma L.P.*, 635 B.R. 26 (S.D.N.Y. 2021). In turn, the district court’s ruling was reversed by the Second Circuit, which revived the bankruptcy court’s reorganization plan. 69 F.4th 45 (2d Cir. 2023). Next, appeals reached the Supreme Court and, in June 2024, that Court determined that the Bankruptcy Code does not authorize a bankruptcy court to approve, as part of a Chapter 11 plan of reorganization,

³ Bankruptcy Judge Robert Drain presided over the *In re Purdue Pharma L.P. proceedings* until he retired from the bench on June 30, 2022, at which point the matter was reassigned to Bankruptcy Judge Sean Lane.

releases and injunctions that extinguish claims against non-debtor third parties (such as the Sacklers) without the consent of affected claimants. *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204, 226-227 (2024).

D. Following the Supreme Court’s ruling, renewed settlement discussions produced this proposed settlement, modeled on the settlement approved by Judge Breyer in separate opioid-related MDL proceedings against McKinsey & Co.

After the Supreme Court’s decision, various creditor groups, including public school districts, resumed settlement negotiations with Purdue, Sackler family members, and others. Once again, skilled and experienced neutrals—this time, retired Bankruptcy Judge Shelley C. Chapman and retired law professor, ADR specialist, and settlement monitor Eric D. Green—facilitated the negotiations, which began in August 2024, and have been ongoing up to the date of this filing. Mehri Decl. ¶ 24-26. These resumed negotiations were difficult and at times appeared to collapse. Ultimately, school districts were one of the last classes of claimants to reach a resolution.

The resulting proposed school district settlement now before this Court would resolve, in exchange for up to \$26,776,216.55, the direct claims against the Former Director Sacklers by the proposed school district Class in this case. (The exact amount of the settlement will depend on whether any opt outs exclude themselves from the proposed class).

At the same time, in a separate agreement, Public Schools have also resolved their claims against Purdue Pharma L.P. and associated debtors (“Purdue”), in exchange for \$13.8 million. That separate settlement is pending before and subject to approval by Judge Lane in the United States Bankruptcy Court for the Southern District of New York. For the Former Director Sackler Defendants, the goal is “global” peace. Accordingly, the proposed settlement of the direct claims against them now before this Court has a provision stipulating that it will become effective,

however, only between the Public Schools and Purdue and *that* settlement also becomes effective.⁴

IV. PROPOSED SETTLEMENT TERMS

- A. Under the Settlement here, funds will be paid into and then distributed to class members by an existing Public School Trust, using a standard set of criteria designed to maximize abatement.**

The proposed settlement here—just like school districts’ similarly structured settlement with McKinsey & Co., already approved by U.S. District Judge Breyer—will use a grant-making trust to distribute settlement money to Class members.

This grant-making trust structure is an efficient and equitable plan of distribution. Under it, every class member is invited to submit a claim, in the form of a grant proposal to the Public School Trust, and the same point system will be used to evaluate all grant applications submitted.⁵ Just as with public schools’ settlement in the *McKinsey* MDL, under the similar terms of the settlement here, class members submitting claims will describe how they would propose to use settlement money to perform opioid abatement or mitigation in their district. And as in the *McKinsey* settlement, their claims will be reviewed by the same specially-appointed

⁴ This stipulation is set forth in Section VI.A of the Settlement Agreement here, which states that the Agreement “shall be cancelled and terminated” if the “Payment Effective Date” does not occur. The “Payment Effective Date,” in turn, is defined to be the later of several events, including the “MSA Settlement Effective Date,” which is the date on which the Public Schools’ settlement with Purdue (and other creditor settlements with Purdue) will become effective once approved by the Bankruptcy court. *See* SA §§ I.LL (definition of “MSA Settlement Effective Date”); HHH (definition of “Payment Effective Date”). The MSA Settlement Agreement is attached as Exhibit 3 for the Court’s reference but is not subject to the Court’s approval and it is not the subject of this Motion.

⁵ With these protections, the proposed settlement upholds the no-preferential treatment, “equitably relative to each other,” standard embodied by Rule 23(e)(2)(D): all class members districts will be eligible to apply for funds, and the trustee will consider all requests for funding using the same criteria.

trustee, who (as in *McKinsey* and as discussed below), will score their claims based on published criteria (also discussed below), and select high-scoring districts as grant recipients. In the *McKinsey* settlement, where this procedure is already underway and initial grants have already been made, the districts selected by the trustee as grant recipients are receiving funding of up to \$500,000, enabling them to abate and mitigate opioid harms in their districts on a meaningful scale.

As mentioned, Judge Breyer has already approved this exact trust mechanism to resolve public school districts' opioid-related claims in *McKinsey*. See ECF Doc. No. 664 in *In re McKinsey & Co. Nat'l Prescription Opiate Consultant Litig*, No. 3:21-md-02996-CRB (N.D. Cal.) (Feb. 2, 2024 Order Granting Final Approval of Class Settlement and establishing the Public School Trust “as the mechanism for distributing settlement money to Class Members who apply for funding and are selected by the [Trust’s] Special Trustee”).⁶

In the *McKinsey* MDL, public schools' settlement required McKinsey to pay \$23 million into the Public School Trust. *Id.* Here, the settlement calls for the Former Director Sacklers to pay “up to” \$26.776 million to a smaller class. This specification of “up to” \$26.776 million reflects the parties' agreement here to an opt-out “reduction.” S.A. § I.WW. This “Opt-Out Reduction” provision is an alternative to the “blow provision” often seen in other class action

⁶ Along the same lines, a settlement between public school districts with the opioid manufacturer Endo International PLC resulted in a \$3 million Trust payment, and a settlement with the manufacturer Mallinckrodt PLC has generated \$5 million to be distributed in the same way, using the Public School Trust and the same trustee. See Notice of Filing, *In re Endo Int'l, PLC*, No. 22-22549 (Aug. 15, 2023, Bankr. S.D. NY) (ECF No. 2632); Notice of Status Update, *In re Mallinckrodt PLC*, No. 20-12522, (Sept. 11, 2023, Bankr. D.. Del.) (ECF No. 8943). If this settlement and the settlement pending before Judge Lane become effective, the funds will be combined in the Public School Trust with the *McKinsey*, *Mallinckrodt*, and *Endo* funds, for a total of almost \$71.5 million, from which a substantial number of substantial grants can be made to public school districts in an amount that can meaningfully mitigate opioid-related harm.

agreements. A “blow” provision allows defendants to walk away if a certain percentage of class members decide to opt out. Here, by contrast, the Former Sackler Director Defendants have agreed to go forward with the proposed settlement irrespective of class members’ participation rate, subject, however, to a proportionate reduction in the settlement tied to the number of opt outs. S.A. § V.D.3. Class Counsel submit that this reduction provision is in the best interests of the class and that it is preferable to a “blow” provision because, unlike a “blow” provision, it does not empower any class member or group of class members to exercise a veto over the settlement to the detriment of other class members wishing to settle.

B. As in *McKinsey*, the plan of distribution will operate through grants made by the Public School Trust.

Under the Agreement here, and as in *McKinsey*, Dr. Andrés Alonso will serve as the Special Trustee of the Public School Trust. In that role, he will be responsible for soliciting and reviewing class members’ grant applications and selecting class member grant recipients based on a published set of criteria that will be applied to all class members’ applications. Dr. Alonso is supremely well qualified for the job. He is a former CEO of the Baltimore City Public School System and, before that, was deputy chancellor of the New York Public School System. He is also the former chair and a former trustee of the Carnegie Foundation for the Advancement of Teaching. Mehri Decl. ¶ 15 (referencing Alonso CV). Truist Bank is the trust’s Administrative Trustee and serves as the custodian of trust funds and is responsible for financial and tax issues. *Id.* ¶ 16.

The proof of concept for the trust model being used here has the advantage of having already been established. As noted in Dr. Alonso’s recent report to Judge Breyer (Mehri Declaration at Exhibit B), school district class members were selected for grants in *McKinsey* through a rigorous methodology. The same methodology will be used here. Every grant proposal

submitted by a class member will be scored by multiple distinguished reviewers, based on factors including publicly available, objective data regarding the school districts most affected by the opioid crisis (as shown by the number of students exposed to opioids before birth in each county and the number of opioids dispensed in the state). Additional criteria will also include:

- Per pupil spending levels in the school district;
- Whether a grant proposal focuses on especially vulnerable students or categories of students where the potential gains are likely to be highest;
- Whether a grant proposal displays a clear logic linking the problem or opportunity described to its root causes, and the strategies proposed to address it;
- Whether a proposal evidences a commitment to sustain programs funded by the grant beyond the time of the grant;
- Whether a proposal proposes to develop or expand model programs and direct services designed in ways that can be replicated and scaled elsewhere;
- Whether a proposal involves engaging and coordinating with families, communities, and other civic actors, such as government agencies, that also have responsibility for students harmed by the opioid crisis; and
- Whether a proposal provides evidence that the funds received will be used to leverage other funds in support of students harmed by the opioid epidemic, thus increasing the impact of the grant and the resources available to these students.

Mehri Decl. ¶ 14 (citing Public School Districts’ Opioid Recovery Trust, FAQ No. 8, “What will be criteria for receiving a grant award?,”

<https://www.schooldistrictopioidrecoverygrants.com/faqs/>, last visited September 19, 2025).

To select grant recipients in this case, Dr. Alonso would be assisted by a committee of School District Representatives, including: Lindsey McIntosh, the General Counsel of the Kanawha County (West Virginia) School Board; Ricardo Adams, the former Commissioner of Rochester City New York School District; and attorney Karl Kristoff, who has spent his career representing school districts as in-house and outside counsel. *Id.* ¶ 17.

Currently, it is expected that grants to class members here would be awarded during 2027. See. Mehri Decl. ¶ 21.

A copy of the Charter for the Public School Trust, through which grants would be made, is attached as Exhibit A to the proposed Settlement Agreement being filed with this Court.

C. The Settlement release here is appropriately tailored.

In exchange for the up to \$26.776 million the Former Director Sacklers have agreed to pay under the proposed settlement here, class member school districts will give the Defendants and other released parties releases from any claim or cause of action for “Covered Conduct.”

S.A. § I.XXX (definition of “Released Claims”).

Under the Settlement Agreement, “Covered Conduct” encompasses:

[A]ny 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 Plan Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity) *arising out of or related to the facts alleged in the Complaint*, including relating in any way to (i) compounding, counseling or documentation relating to any Product or class of Products; (ii) 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; (iii) the characteristics, properties, risks, or benefits of any Product; (iv) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Parties or physicians or pharmacists identified by any Released Party as potentially engaging in suspicious or problematic conduct; or (v) diversion control programs or suspicious order monitoring.

S.A. § I.R (emphasis added).

D. Requests for Attorneys’ Fees, Expenses, and Incentive Awards will be at or below levels awarded in comparable cases.

Under the proposed Settlement, Class Counsel will apply to the Court for an award of reasonable attorneys’ fees and expenses. Their request will not exceed 25% of the settlement fund, a level well below many awards. *See Thacker v. PHH Mortg. Corp.*, No. 5:21-CV-00174-JPB, 2022 WL 22826981, at *5 (N.D. W.Va. Nov. 14, 2022) (approving requested fee of one-third of the common fund); *Vannest v. Nationstar Mortg., LLC*, No. 5:21-cv-00086-JPB, 2022 WL 20689593, at *5, (N.D. W. Va. Oct. 19, 2022) (“Both state and federal courts in West Virginia recognize the presumptive reasonableness of an attorneys’ fee equal to one-third of a recovery.”). Fees and expenses, in amounts approved, will be deducted and paid from the settlement fund. S.A. § VIII.C.

As discussed in the Mehri Declaration filed with this memorandum, under terms required by Purdue’s bankruptcy plan, 5% of the gross settlement amount here must be paid to the Common Benefit Fund established in the multidistrict opioid litigation, styled as MDL 2804, *In re National Prescription Opiate Litigation*, and overseen by U.S. District Court Judge Dan Polster. Mehri Decl. ¶ 39. In order to protect public school districts’ recovery, Class Counsel have agreed that this 5% assessment will be deducted *from their fee request* rather than payable by the class in addition to that fee request. *Id.*

Class Counsel will also apply to the Court for incentive awards of up to \$10,000 apiece for the two named Plaintiffs here—the Marshall and Wetzel County School Boards—in recognition of their time, efforts, leadership, and vanguard roles in stepping forward to prosecute claims on behalf of the class. *See Berry v. Schulman*, 807 F.3d 600, 613 (4th Cir. 2015) (noting that “incentive awards are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and,

sometimes, to recognize their willingness to act as a private attorney general. They are fairly typical in class action cases.”) (cleaned up). *See also Thacker*, 2022 WL 22826981, at *8 (“Courts around the country have allowed such awards One district court has gone so far as to say that incentive awards are ‘routinely approve[d].’”) (citing cases awarding between \$10,000 and \$75,000 to class representatives). In MDL 2996, Judge Breyer similarly awarded incentive awards of \$10,000 to class representative school districts.

V. ARGUMENT

Under Federal Rule 23(e)(1), this Court must direct notice to a proposed settlement class when justified by the parties’ showing that the court “will likely be able to”: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal. As shown below, both criteria are satisfied here.

A. Preliminary approval is warranted because this Court will likely be able to approve this proposed settlement as fair, reasonable, and adequate under Rule 23(e)(2).

1. This settlement warrants preliminary approval because of the strong evidence of its being the product of fair, informed, and protracted negotiations.

In examining the “fairness” of a proposed settlement under Rule 23, the Fourth Circuit counsels looking at: “(1) the posture of the case at the time settlement was proposed; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel in the area of [the] class action litigation.” *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Practices & Prods. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020). These factors “almost completely overlap” with the factors prescribed by Rule 23(e)(2)(A) and (B), which require considering whether: “(A) the class representatives and class counsel have adequately represented the class” and “(B) the proposal was negotiated at arm's length.” As the Fourth Circuit has noted, regardless of the set of factors,

“the analysis [is] the same.” *Herrera v. Charlotte Sch. of L., LLC*, 818 F. App'x 165, 176 n.4 (4th Cir. 2020).

These factors strongly support preliminary approval. First, the class representatives have adequately represented the class. They have no “interests antagonistic to those of the class.” *Vance v. DirecTV, LLC*, No. 5:17-179, 2022 WL 3044653, *7 (N.D. W.Va. Aug. 1, 2022) (Bailey, J.).

Second, proposed class counsel are “qualified, experienced and [shown themselves] generally able to conduct the litigation.” *Id.* The Court has appointed Bailey & Glasser attorneys as class counsel numerous times, both in settlement and litigation contexts. *See* Decl. of Benjamin L. Bailey, attached as Exhibit 4, ¶ 7. And Bailey & Glasser’s co-counsel here are additionally capable and qualified. One of them, Cyrus Mehri of Mehri & Skalet, is a nationally recognized class-action litigator who has led the charge for schools in opioid litigation, both filing the first lawsuit on behalf of school districts seeking damages for opioid-related expenses six years ago and continuing to play a key role representing those interests ever since. *See* Mehri Decl. ¶ 6. *See also* Decl. of Neil Henrichsen, attached as Exhibit 5; Decl. of Wayne Hogan, attached as Exhibit 6.

Third, the parties reached settlement only after extensive discovery—what Judge Drain considered a perhaps unprecedented level of discovery in bankruptcy proceedings.

Fourth, settlement negotiations here were conducted not only at arm’s length and on an informed basis, but with the involvement of distinguished neutral mediators, including most recently retired U.S. Bankruptcy Court Judge Shelley C. Chapman, which is further positive evidence of their having been conducted in a manner that protected and furthered the class’s interests. *See* Fed. R. Civ. P. 23(e)(2)(B), Advisory Committee Notes (“[T]he involvement of

a neutral or court-affiliated mediator or facilitator in those negotiations may bear on whether they were conducted in a manner that would protect and further the class interests.”)

Fifth, and again confirming the integrity of the settlement process here, the settlement proposal is not conditioned on the on the award of fees or expenses in any fixed amount.

These factors combine to establish the likelihood that this settlement will be finally approved.

2. This settlement warrants preliminary approval because the settlement amount appears reasonable and adequate considering the very considerable costs, risks, and delays of trial, appeals, and collecting a judgment.

In examining the “reasonableness” and “adequacy” of a settlement under Rule 23, the Fourth Circuit counsels assessing: “(1) the relative strength of the plaintiffs' case on the merits; (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial; (3) the anticipated duration and expense of additional litigation; (4) the solvency of the defendant[] and the likelihood of recovery on a litigated judgment; and (5) the degree of opposition to the settlement.” *Lumber Liquidators*, 952 F.3d at 474 (citation omitted).

These factors amply support the reasonableness and adequacy of the parties’ proposed settlement. First, the litigation risk here is substantial. Victory is not assured (for either side). Factual proofs would be complicated. And the law governing Plaintiffs’ claims, including public nuisance, is still evolving.

Second, the anticipated duration and expense of litigating this case are substantial and, critically, settlement means that funds will be made available to remediate opioid damages *now*. The likelihood that this litigation would otherwise “likely drag on for years,” *In re Lumber Liquidators*, 952 F.3d at 485, is a significant factor supporting the adequacy of this proposed

settlement.

Third, even if school districts successfully achieved a judgment against the Sacklers, they would face additional challenges due to the location of the Sacklers' assets.

3. The settlement warrants preliminary approval because its proposed plan of distribution is efficient, effective, equitable, and better calculated than any other to accomplish the goal of the class's nuisance cause of action: abating the nuisance.

Some of the best evidence of the reasonableness and adequacy of the proposed settlement here is the parallel work that Dr. Alonso has already performed to carry out the similar settlement of public schools' claims in *McKinsey*. As Dr. Alonso described in his recent status report to Judge Breyer in that case, he received more than 200 grant proposals from public school districts applying for funds from the settlement in *McKinsey*, from which he selected 51 grant recipients, awarding each one up to \$500,000 in grant funds, enabling substantial abatement and remediation on a meaningful scale. See Exhibit B to Mehri Declaration (Third Status Report by School Districts in the *McKinsey* MDL).

The grant-making-structure plan-of-allocation in this settlement both resembles the point systems used in many other claims-made class settlements—*and improves upon them* because, unlike other point system plans of distribution, the scoring of class members' claims here will direct settlement funds not only based on the magnitude of a class member's documented harm but also (as distinguished from many other plans of distribution) based on the merits of a class member's plan for using settlement funds to accomplish the goal of their claims for public nuisance: abating and remediating the harms the opioid crisis.

B. Class counsel’s proposed requests for attorneys’ fees are within the range of reasonableness.

Class Counsel have agreed to limit their request for attorneys’ fees to 25 percent of the settlement fund, which approximates the benchmark for attorneys’ fees in common fund cases. See *Thacker*, 2022 WL 22826981, at *5 (approving requested fee of one-third of the common fund); *Vannest*, 2022 WL 20689593, at *5 (“Both state and federal courts in West Virginia recognize the presumptive reasonableness of an attorneys’ fee equal to one-third of a recovery.”).

The 25% figure here is also consistent with the *actual* written fee agreements between counsel and their school district named plaintiff clients in this case.

C. Fed. R. Civ. P. 23(e)(3): Disclosures of other agreements made in connection with the settlement proposal.

Rule 23(e)(3) requires the parties to disclose “any [other] agreement made in connection with the [settlement] proposal.” Here, there are potentially two such relevant agreements. The first, mentioned above, is the agreement that one-fifth of fee amounts awarded here will be paid to the PEC common benefit fund in MDL 2804. The second is an agreement between Class Counsel and the Settling Defendants here whereby Class Counsel have: (a) acknowledged that it may be a conflict of interest if they were to represent any putative Class member who opts out of this Settlement in later litigation against the Settling Defendants for Released Claims and (b) agreed that they will not seek waivers of any such conflicts.

D. Certifying a settlement class for purposes of judgment on the proposal fully complies with Rule 23.

1. All the Rule 23(a) prerequisites are satisfied here.

Rule 23(a) establishes four class qualifying prerequisites: numerosity, commonality, typicality, and adequacy. In addition, the Fourth Circuit has also recognized an “implicit threshold requirement” that the members of the proposed class should be “readily identifiable” or

“ascertainable.” *Krakauer v. Dish Network, LLC*, 925 F.3d 643, 654-55, 658 (4th Cir. 2019). All these prerequisites are satisfied here.

Ascertainability. The proposed class members are identifiable and expressly identified in the Settlement Agreement, based on objective criteria.” *See Hopper v. Jay-Bee Oil & Gas, Inc.*, No. 5:20-CV-101, 2023 WL 3695608, at *3-5 (N.D. W.Va. Apr. 4, 2023). Specifically, government data is available to identify school districts by population, and there are records available from Kroll, the bankruptcy claims administrator, regarding school districts that filed proofs of claim in Purdue’s bankruptcy. *See infra* (discussing notice plan and procedures).

Numerosity. The proposed class includes nearly 2,500 elementary, middle, and secondary school districts nationwide. Because individually joining so many class members in one lawsuit would be impractical, a class is appropriate. *Cypress v. Newport News General and Nonsectarian Hosp. Ass’n*, 375 F.2d 648, 653 (4th Cir. 1967) (noting that no specific number of members is needed to maintain a class action and that, in the right circumstances, as few as eighteen can be enough).

Common questions of law or fact. “For purposes of Rule 23(a)(2), even a single common question will do.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 359 (2011) (cleaned up); *see also Hopper*, 2023 WL 3695608, at *4 (“Commonality requires only a single issue common to the class.”) Here, numerous common questions are presented by every public school district’s claims, the answers to which answers would drive this litigation. These common questions, all of which will be answered the same way for all class members, whether affirmatively or negatively, include:

- Whether Defendants’ actions in developing, urging, and implementing strategies for promoting and selling opioids caused or contributed to an increase in opioid addiction and abuse;

- Whether Defendants’ actions in those regards were negligent, grossly negligent, reckless, or intentional;
- What Defendants knew or should have known about opioids’ effects on children’s cognitive, social, or emotional development and when they knew it;
- Whether exposure to opioids in utero causes deficits that make children eligible for special education services;
- Whether students’ exposures to family members’, friends’, or neighbors’ opioid use disorders are causing them to experience dysregulated emotions and behaviors in school settings; and
- Whether Defendants have meritorious affirmative defenses.

Typicality. Rule 23 typicality is satisfied here because the representative plaintiffs assert the same claims arising from the same course of conduct, rely on the same legal theories, and allege the same types of injuries as absent class members. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591 (1997); *Reed v. Alecko Healthcare Services, LLC*, 2022 WL 4115858, at *5 (N.D. W.Va. 2022) (“So long as the plaintiffs and the class have an interest in prevailing in similar legal claims, then the typicality requirement is satisfied.”). Just like the named plaintiffs, absent class members assert that that the Former Director Sacklers should be held liable for designing and implementing strategies to turbocharge opioid sales (or conspiring and aiding and abetting Purdue and others to turbocharge opioid sales) and that these strategies led to increasing rates of opioid use disorder, injuring children in ways that have increased the costs of their education.

Adequacy of representation. The named plaintiffs share with all absent class members the same interest in proving the same liability facts, and they will prove them with the same evidence; there are no apparent intraclass conflicts and no reason to anticipate future potential

conflicts. Accordingly, the named plaintiffs fairly and adequately represent the class. Fed. R. Civ. Proc. 23(a)(4). *Ward v. Dixie Nat. Life Ins. Co.*, 595 F.3d 164, 180 (4th Cir. 2010).

And as outlined above, Class Counsel are also more than adequate. They are experienced and skilled class action litigators, have litigated opioid claims on behalf of school districts since 2019, have reached significant settlements in other opioid cases, and led extensive negotiations for years to achieve this result.

2. Rule 23(b)(3)’s predominance and superiority requirements are satisfied.

Rule 23(b)(3) imposes two requirements—predominance and superiority. Both are met here.

Predominance. The predominance analysis under Rule 23(b)(3) focuses on the relationship between common questions and individual issues and asks whether common or individual issues hold sway. “Common questions predominate if class-wide adjudication of the common issues will significantly advance the adjudication of the merits of all class members’ claims.” *Hopper*, 2023 WL 3695608, at *6.

Here, common issues predominate. The claims turn on a common nucleus of facts—concerning Defendants’ role in the opioid crisis and the causal links: (a) between opioid exposure and students’ cognitive, social, and emotional development; and (b) between deficits of cognitive, social, and emotional development and the increased costs borne by school. All other questions pale by comparison. *See Reed*, 2022 WL 4115858, at *6 (“Where significant common questions can be resolved for class members in one action, it is efficient to deal with class claims on a representative rather than an individual basis.”).

Superiority. Aggregating claims here will save time, effort, and expense and promote uniformity—without sacrificing procedural fairness. Fed. R. Civ. P. 23, 1966 Advisory Comm.

Notes; *Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 426 (4th Cir. 2003) (class treatment is superior where it lowers litigation costs “through the consolidation of recurring common issues”) (cleaned up). The alternative of individual litigation, with each school system filing a separate case, would burden the judiciary and prove uneconomical for many public school districts, which either could not or would choose not to spend the substantial sums required to support litigation like this, with its foreseeably large costs for fact and expert discovery. *See Gunnells*, 348 F.3d at 426 (“[C]lass certification will provide access to the courts for those with claims that would be uneconomical if brought in an individual action.”) A class action is accordingly “superior” here “to other available methods for fairly and efficiently adjudicating” this controversy. Fed. R. Civ. P. 23(b)(3). “From either a judicial or litigant viewpoint, there is no advantage [here] in individual members controlling the prosecution of separate actions. There would be less litigation or settlement leverage, significantly reduced resources and no greater prospect for recovery.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1023 (9th Cir. 1998), *overruled on other grounds by Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011).

3. The proposed class notice plan satisfies due process.

Under the proposed notice plan, class members will be notified of the terms of the proposed settlement by three means: (a) through a long-form notice directly mailed to each class member by USPS first-class mail; (b) through a short-form notice, which will be published in *Education Week*, a nationwide publication published several times per month and School Administrator, published monthly; and (c) by postings on a National School District Opioid Settlement website. *See* Decl. of Brandon Schwartz, DATE, ¶ 6 (“Schwartz Decl.”), attached as Exhibit 7.

Following industry standards, the notices adhere to the plain-language class action notice design standards embodied in the Federal Judicial Center’s illustrative “model” notices posted at www.fjc.gov. And similarly following industry standards, the addresses for each class member school district will be verified against the addresses self-reported by the class member school districts to the National Center for Education Statistics (NCES), as further checked against the National Change of Address (NCOA) database maintained by USPS, the Coding Accuracy Support System (CASS) to ensure zip code accuracy, and the Delivery Point Validation (DPV) system to further verify addresses. *See* Schwartz Decl. ¶ 10.

Counsel for the public schools intend to retain a nationally recognized class notice administrator, Eisner Advisory Group, LLC (“EisnerAmper”), to provide notice services. The fees and costs for implementing the notice program and performing the other administrative tasks described in the settlement will be reimbursed by the Purdue estate in accordance with the terms of the proposed Chapter 11 plan in the Purdue bankruptcy proceeding (the “Plan”). Brandon Schwartz from EisnerAmper outlines the notice plan in his declaration. Schwartz Decl. at ¶ 1, footnote 1.

The proposed long- and short-form class notices are Attachments 1 and 2 to the Schwartz Declaration filed with this memorandum. These notices have been written to advise class members of the matters discussed in Rule 23(c)(2)(B) and to do that clearly, concisely, and in plain, easily understood language. The proposed notices thus cover: (i) the nature of the action; (ii) the definition of the class; (iii) class claims, issues, or defenses; (iv) the right of each class member to enter an appearance through an attorney; (v) procedures for opting out of the class; (vi) the time and manner for opting out; and (vii) the binding effect of a class judgment on class members. Fed. R. Civ. P. 23(c)(2)(B).

In addition, because of the structure of the proposed trust mechanism here, the notice also specifically advises class members: (a) of the trust structure; (b) that the plan of allocation from the trust does not automatically distribute settlement funds to class members but rather uses a grantmaking trust, whereby Class members can apply for a grant of up to \$500,000; and (c) that no individual class member is guaranteed or has any entitlement to any settlement funds but that the factors considered by the trustee include degree of injury to the Class member, as well as their ability to effectively deploy assets to abate the opioid crisis.

VI. PROPOSED SCHEDULE

Plaintiffs propose the following schedule:

Preliminary Approval Order Entered	At the Court's convenience
Class Notice Disseminated	10 days after Preliminary Approval
Motion for Fees, Costs, Service Award	30 days after Notice
Objection Deadline	45 days after Notice
Opt-Out Deadline	75 days after Notice
Deadline for Opt-Outs to Rescind their Request for Exclusion	10 days before Final Approval Hearing
Motion for Final Approval	115 days after Notice
Final Approval Hearing	At least 140 days after Notice

VI. CONCLUSION

For these reasons, Plaintiffs respectfully request the Court: (a) preliminarily approve the Settlement Agreement; (b) conditionally certify the proposed Class, with the Plaintiffs appointed

as Class Representatives and Plaintiffs' counsel appointed Class Counsel; and (c) approve the proposed Notice.

A proposed order is attached to the Settlement Agreement.

Dated: October 7, 2025

Respectfully submitted,

/s/ Benjamin L. Bailey

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EXHIBIT 1

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF WEST VIRGINIA

MARSHALL COUNTY BOARD OF
EDUCATION and WETZEL COUNTY
BOARD OF EDUCATION, individually and
on behalf of a similarly situated class,

Plaintiffs,

v.

David A. Sackler, Ilene Sackler Lefcourt, Kathe
A. Sackler, Mortimer D.A. Sackler, Richard S.
Sackler, Theresa E. Sackler, the estate of
Beverly Sackler by and through its executors
David A. Sackler and Richard S. Sackler, the
estate of Jonathan D. Sackler by and through its
executor Garrett Lynam, and the estate of
Raymond R. Sackler by and through its
executors David A. Sackler and Richard S.
Sackler,

Defendants.

No.: 5:25-cv-0028 (JPB)

**CLASS ACTION
SETTLEMENT
AGREEMENT BY AND
BETWEEN FORMER
DIRECTOR SACKLERS
AND SCHOOL
DISTRICTS**

TABLE OF CONTENTS

I.	Definitions.....	1
II.	Representations and Warranties.....	11
III.	Class Definition.....	13
IV.	Settlement Payments.....	13
V.	Approval and Notice.....	18
VI.	Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination	24
VII.	Notice and Claims Administrators and Special Master	25
VIII.	Class Counsel’s Attorneys’ Fees and Expenses.....	27
IX.	Releases and Dismissal	28
X.	Miscellaneous Provisions.....	32

This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of October 7, 2025, by and between defendants David A. Sackler, Ilene Sackler Lefcourt, Kathe A. Sackler, Mortimer D.A. Sackler, Richard S. Sackler, Theresa E. Sackler, the estate of Beverly Sackler by and through its executors Richard S. Sackler and David A. Sackler, the estate of Jonathan D. Sackler by and through its executor Garrett Lynam, and the estate of Raymond R. Sackler by and through its executors Richard S. Sackler and David A. Sackler (collectively, “*Settling Defendants*”), and Class Representatives, both individually and on behalf of the Class in the above-captioned action. The Class Representatives, the Class, and the Settling Defendants are collectively referred to for purposes of this Agreement as the “*Settling Parties*”, and each, individually, a “*Settling Party*.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e).

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:¹

A. “*Action*” means *Marshall County Board of Education and Wetzel County Board of Education v. Theresa E. Sackler; Kathe A. Sackler; Mortimer D.A. Sackler; Ilene Sackler Lefcourt; Richard S. Sackler and David A. Sackler, as Executors of the Estate of Raymond R. Sackler; Richard S. Sackler and David A. Sackler, as Executors of the Estate of Beverly Sackler; Richard S. Sackler; David A. Sackler; Garrett Lynam, as Executor of the Estate of Jonathan D. Sackler*, No. 5:25-cv-00228.

B. “*Adjusted Annual Payment*” means:

1. With respect to Payment Date 1, the Maximum Annual Payment for Payment Date 1 less the lesser of (a) the entire Opt-Out Reduction Amount and (b) the Maximum Annual Payment for Payment Date 1;

2. With respect to Payment Date 2, the Maximum Annual Payment for Payment Date 2 less the lesser of (a) the amount (if any) by which the entire Opt-Out Reduction Amount exceeded the Maximum Annual Payment for Payment Date 1 and (b) the Maximum Annual Payment for Payment Date 2; and

3. With respect to Payment Date 3, the Maximum Annual Payment for Payment Date 3 less the amount (if any) by which the entire Opt-Out Reduction Amount exceeded the sum of (a) the Maximum Annual Payment for Payment Date 1 plus (b) the Maximum Annual Payment for Payment Date 2.

For the avoidance of doubt, if the Opt-Out Reduction Amount is zero dollars (\$0.00), the Adjusted Annual Payment for Payment Date 1 will be the Maximum Annual Payment for Payment Date 1 (*i.e.*, \$16,859,099.31). If the Opt-Out Reduction Amount is 17 million dollars (\$17,000,000.00), the Adjusted Annual Payment for Payment Date 1 will be zero

¹ Terms defined in the MSA are incorporated by reference.

dollars (\$0.00) and the Adjusted Annual Payment for Payment Date 2 will be \$4,817,657.93 (the Maximum Annual Payment for Payment Date 2 less \$140,900.69).

C. “*Affiliates*” has the meaning set forth in the Master Settlement Agreement (“*MSA*”).

D. “*Allowed*” means (i) any Claim held by a Settling Creditor (whose distribution, if any, shall be subject to and determined in accordance with the Plan and any applicable Creditor Trust Documents), (ii) with respect to any Claim held by a Non-Settling Creditor, such Claim that has been allowed in accordance with the Plan or a Final Order (whose distribution, if any, shall be subject to and determined in accordance with the Plan and any applicable Creditor Trust Documents), (iii) with respect to any Adlon General Unsecured Claim or Avrio General Unsecured Claim (each, as defined in the Plan), such Claim that is Scheduled as not disputed, contingent or unliquidated, and for which no Proof of Claim (as defined in the Plan) or Interest, as applicable, has been timely filed, and (iv) with respect to any Claim (other than a Channeled Claim) against a Debtor, such Claim (A) that is allowed pursuant to the Plan or a Final Order, (B) as to which no objection has been timely filed and that is evidenced by a Proof of Claim timely filed by the applicable Bar Date (as defined in the Plan) or that is not required to be evidenced by a filed Proof of Claim under the Plan, the Bankruptcy Code or a Final Order or (C) the amount of which has been agreed, compromised, settled or otherwise resolved pursuant to the authority of the Debtors or the Plan Administration Trustee, as applicable. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim on and after the Petition Date. No Claim of any Person subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Person pays in full the amount for which it is liable to the applicable Debtor or the Plan Administration Trustee as provided in section 502(d). Correlative terms such as “*Allow*” and “*Allowance*” have correlative meanings. For the avoidance of doubt, any Channeled Claim (as defined in the Plan) that is Allowed under the Plan shall still be subject to, and shall only receive a distribution pursuant to, the applicable Creditor Trust Documents.

E. “*Attorneys’ Fees and Expenses*” means payment to Class Counsel of attorneys’ fees and litigation expenses and charges (including expert and consulting fees) in an amount to be determined by the Court. Attorneys’ Fees and Expenses shall be paid exclusively from the Settlement Amount.

F. “*Bankruptcy Case*” means *In re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y.).

G. “*Bankruptcy Code*” has the meaning set forth in the Master Settlement Agreement.

H. “*Business Day*” has the meaning set forth in the Master Settlement Agreement.

I. “*Cause of Action*” means any Claim, action, class action, claim, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, rights of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license or franchise, arising out of or related to the facts alleged in the Complaint filed in this matter (ECF No.), in each case, of any kind, character or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, allowable or disallowable, Allowed or Disallowed, assertible directly or derivatively (including, without limitation, under alter-ego theories), *in rem*, *quasi in rem*, *in personam* or otherwise, whether arising before, on or after the Petition Date, arising under

federal or state statutory, or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, in contract or in tort, at law, in equity or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, alter ego, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation and joint liability, regardless of where in the world accrued or arising. For the avoidance of doubt, “*Cause of Action*” expressly includes (i) any such Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Plan Effective Date, (ii) any such Cause of Action comprising a right of setoff, counterclaim or recoupment and any such Cause of Action for breach of contract or for breach of duty imposed by law or in equity, (iii) any such Cause of Action comprising a right to object to or otherwise contest Claims or Interests, (iv) any such Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code, (v) any such Cause of Action comprising a claim or defense, including fraud, mistake, duress and usury and any other defense set forth in section 558 of the Bankruptcy Code, and (vi) any such Cause of Action comprising a claim under any state or foreign law, including for the recovery of any fraudulent transfer or similar theory.

J. “*Claim*” has the meaning set forth in section 101(5) of the Bankruptcy Code.

K. “*Claim-Over*” means a Claim asserted by a Non-Released Party against a Released Party 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.

L. “*Class*” has the meaning set forth in Section III.A. For the avoidance of doubt, reference to the Class does not include any Class Member that is an Excluded Class Member as of the day that is ten (10) Business Days prior to the date of the Fairness Hearing.

M. “*Class Counsel*” means, collectively, Ben Bailey and John Barrett of Bailey & Glasser, LLP, Cyrus Mehri of Mehri & Skalet, PLLC, Wayne Hogan of Terrell Hogan Yegelwel, P.A., and Neil Henrichsen of Henrichsen Law Group. References to Class Counsel herein shall refer to the group of counsel set forth in this definition both before and after such time as when the Court has certified such counsel as counsel to the Class.

N. “*Class Member*” means an entity that falls within the definition of the Class provided that Excluded Class Members are not Class Members and the rights and obligations of a Class Member shall cease to apply to any Class Member that is an Excluded Class Member as of the date the Class Member becomes an Excluded Class Member, unless such Excluded Class Member elects to rescind its decision to exclude itself on or before the day that is ten (10) Business Days prior to the date of the Fairness Hearing. For the avoidance of doubt, each Class Representative that is not an Excluded Class Member is a Class Member; and any reference herein to a Class Member shall not be deemed to refer to any Class Member that is an Excluded Class Member as of the date that the Class Member became an Excluded Class Member, unless such Excluded Class Member elects to rescind its decision to exclude itself on or before the day that is ten (10) Business Days prior to the date of the Fairness Hearing.

O. “*Class Representatives*” means the Marshall County and Wetzel County Boards of Education.

P. “*Complaint*” means the operative complaint in the Action.

Q. “*Court*” means the United States District Court for the Northern District of West Virginia.

R. “*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 Plan Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity) arising out of or related to the facts alleged in the Complaint, including relating in any way to (i) compounding, counseling or documentation relating to any Product or class of Products; (ii) 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; (iii) the characteristics, properties, risks, or benefits of any Product; (iv) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Parties or physicians or pharmacists identified by any Released Party as potentially engaging in suspicious or problematic conduct; or (v) diversion control programs or suspicious order monitoring.

S. “*Creditors’ Committee*” has the meaning in the Master Settlement Agreement.

T. “*Debtors*” has the meaning in the Master Settlement Agreement.

U. “*Disallowed*” means (i) with respect to a Channeled Claim, or any portion thereof, such Channeled Claim that has been disallowed by a Final Order or pursuant to a settlement, and (ii) with respect to any Claim against a Debtor (other than a Channeled Claim), such Claim, or any portion thereof, that (A) has been disallowed under this Plan, by a Final Order or pursuant to a settlement, (B) is Scheduled at zero dollars (\$0) or as contingent, disputed or unliquidated and as to which a Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, including the Bar Date Order, or otherwise deemed timely filed under applicable law, or (C) is not Scheduled and as to which a Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law. Correlative terms such as “*Disallow*”, and “*Disallowance*” have correlative meanings.

V. “*Estate*” has the meaning in the Master Settlement Agreement.

W. “*Estate Causes of Action*” means, in each case whether or not asserted, any and all Causes of Action that any Debtor or its Estate may have, hold, or control, or be entitled to assert, or that any Person may be entitled to assert, currently or in the future, by, through, under, or on behalf of any Debtor or its Estate, and each of their respective successors or assigns, including, without limitation, any and all Causes of Action that: (i) were included in the proposed complaint filed by the Creditors’ Committee, In Re Purdue Pharma L.P, No. 19-23649 (Bankr. S.D.N.Y.), [D.I. 6685-2]; (ii) seek to avoid or recover any transfer of property or value by any Debtor or its Estate, or to avoid any obligation incurred by any Debtor or its Estate, including on a theory of fraudulent transfer, fraudulent conveyance, preference, turnover, unjust enrichment, constructive trust, or conversion; (iii) arise from an injury

suffered by a Debtor, including Causes of Action arising from a breach of fiduciary duty, mismanagement, corporate waste, or similar theories arising out of a Person's ownership, management, oversight, operation, status, tenure, conduct, omission, liability, action, or inaction at any time as a stockholder, affiliate, owner, partner, member, manager, director, officer, employee, servant, agent, representative, attorney, creditor, successor, assign, or other relationship with a Debtor or any of its predecessors; (iv) arise from disregarding the separateness of any Debtor or its Estate or imputing the liability of any Debtor or its Estate to another Person, including on a theory of successor liability, vicarious liability, respondeat superior, alter ego, veil piercing, agency, control person liability, or joint venture; (v) arise from a common injury that (a) could be asserted by creditors of a Debtor or its Estate or (b) arises from a breach of duty owed to a Debtor or its Estate; (vi) are property of any Debtor or its Estate or can be asserted, settled, or released by any Debtor or its Estate under the Bankruptcy Code or other applicable law; or (vii) are other derivative claims duplicative of any of the foregoing. Estate Causes of Action shall not include any Cause of Action arising from a breach by a non-Debtor of a legally cognizable duty or statutory prohibition – including not to engage personally in fraud, misrepresentation, or misconduct that causes a nuisance, in each case under consumer protection laws and like regulatory laws or statutes (including without limitation, UDAP/consumer protection laws) or the common law – which duty or statutory obligation is owed by such non-Debtor directly to the Person asserting such Cause of Action (or to the citizenry on whose behalf such Person is charged to act), where the injury caused by such breach is particular to the Person asserting such Cause of Action (or the citizenry on whose behalf such Person is charged to act) and is not an injury common to creditors of the Debtor or its Estate.

X. “*Excluded Class Member*” means any entity otherwise meeting the description set forth in III.A.1 that validly opts out of the Class under Section V.G.

Y. “*Fairness Hearing*” means the proceeding to be held before the Court to determine whether the Class should be finally certified for settlement purposes; whether the Settlement should be approved as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e)(2) and whether a final judgment should be entered.

Z. “*Fee and Expense Award*” means an award by the Court of Attorneys’ Fees and Expenses.

AA. “*Final Approval Order*” means the order entered by the Court pursuant to Section V.H approving this Agreement and directing the dismissal with prejudice of the Action as to the Settling Defendants. The Parties will submit a proposed Final Approval Order to the Court substantially in the form of the order attached hereto as Exhibit G, subject to Section V.A.2.

BB. “*Final Judgment*” means the Final Approval Order when it has become final and non-appealable. The Final Approval Order shall be deemed to be the Final Judgment on (i) the day following the expiration of the deadline for appealing the entry by the Court of the Final Approval Order (or for appealing any ruling on a timely motion for reconsideration of such Final Approval Order, whichever is later), if no such appeal is filed; or (ii) if an appeal of the Final Approval Order is filed (A) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Final Approval Order, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (B) if no appeal is filed from the appellate court decision obtained pursuant to clause (A), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court.

CC. “*Grantor Trust Arrangement*” means one or more escrow accounts in respect of each of which a timely election is made, pursuant to Treasury Regulations Section 1.468B-1(k), to be treated as a “*grantor trust*” of which the payor is the sole grantor, and reports all items of income, gain, loss, deduction, or credit for federal and applicable state and local income tax purposes.

DD. “*Grantor Trust Release Date*” means:

1. With respect to Payment 1, the tenth (10th) Business Day immediately preceding Payment Date 2;
2. With respect to Payment 2, the tenth (10th) Business Day immediately preceding Payment Date 3; and
3. With respect to Payment 3, the first Business Day of the month of the third anniversary of the MSA Settlement Effective Date.

EE. “*Interest*” unless referring to an amount owed or paid on a principal sum, means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Person, including any shares, common stock or units, preferred stock or units, or other instrument evidencing any fixed or contingent equity or ownership interest in a Person, including any option, warrant or other right, contractual or otherwise, to acquire any such interest in such Person, whether or not transferable and whether fully vested or vesting in the future.

FF. “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.

GG. “*Litigating School District*” means a Public School District that (i) is identified on Schedule C or (ii) has brought any Claim for Covered Conduct and/or any Released Claim against any defendant in any jurisdiction or forum prior to the date of the Preliminary Approval Order. Schedule C is intended to identify all Litigating School Districts, but to the extent there is any conflict between Schedule C and the definition of Litigating School District, the definition controls.

HH. “*Master Settlement Agreement*” or “*MSA*” means that certain Master Settlement Agreement filed in *In Re Purdue Pharma L.P.*, No. 19-23649 (Bankr. S.D.N.Y.), as it may be updated or amended from time to time, with the current version as of the time of the filing of this agreement available as Exhibit A of Docket # 7591 at <https://restructuring.ra.kroll.com/purduepharma/Home-DocketInfo> (“*Kroll Purdue Website*”), entered into by and among the MDT and each of the parties listed pursuant to the Exhibits A and B of the Master Settlement Agreement and PRA L.P. on or about the date hereof, as it may be amended or supplemented from time to time (with subsequent amended versions to be similarly available at the Kroll Purdue Website).

II. “*Maximum Annual Payment*” means, for a given Payment Date, the total portion of the Maximum Settlement Amount payable by all Payment Groups on that Payment Date, as specified on Exhibit D.

JJ. “*Maximum Settlement Amount*” means \$26,776,216.55, inclusive of any and all expenses, fees, and costs, including, without limitation, any common benefit assessment ordered by a court pursuant to the Ongoing Common Benefit Order in MDL Case No. 1:17-md-2804, which sums represent compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for the operational losses suffered by the Class resulting from educating or providing services, treatment, or support to individuals

directly or indirectly affected by the opioid crisis. For the avoidance of doubt, if costs incurred in connection with class notice exceed the amount of such costs to be reimbursed by the Estate in accordance with the Plan, such excess costs shall be paid from the Settlement Amount (and will not require any additional payment by Payment Groups in any circumstance); provided that, if such excess costs are incurred prior to the MSA Settlement Effective Date, such excess costs shall be paid by Class Counsel, who shall be reimbursed for such excess costs from the Net Settlement Funds after the MSA Settlement Effective Date. The Parties acknowledge that the extent of any Class Member's obligation to make any common benefit assessment may be subject to court challenge. For the avoidance of doubt, the Maximum Settlement Amount is limited to \$26,776,216.55, the Payment Groups' aggregate payment obligation under this Settlement shall equal the Settlement Amount, and under no circumstances will Payment Groups, Settling Defendants or any other Released Party be responsible for any additional expenses, costs, fees, or any other form of payment related to the Settlement. The Public School Trust may be entitled to an additional payment of up to \$60,000, as early as five (5) years from the Plan Effective Date, on account of the Special Operating Reserve, but under no circumstance shall any Payment Groups, Settling Defendants or any other Released Party be responsible for making said payment.

KK. "*MDT*" has the meaning set forth in the Master Settlement Agreement.

LL. "*MSA Settlement Effective Date*" means the Settlement Effective Date in the MSA, determined in accordance with the terms and conditions of the MSA.

MM. "*Net Settlement Funds*" means the Settlement Amount, less any Fee and Expense Award (including any PEC Assessment), Service Award, Taxes, Tax Expenses and/or other applicable deductions described in Section VII.B.

NN. "*Non-Party Covered Conduct Claim*" means a Cause of Action against any Non-Released Party involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Party).

OO. "*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 Party.

PP. "*Non-Released Party*" means a party that is not a Released Party.

QQ. "*Notice*" means the Court-approved form of the notice, substantially similar to the form attached as Exhibit B to this Agreement, advising Class Members of their rights with respect to this Agreement in accordance with Section V.D.

RR. "*Notice and Administrative Costs*" means the reasonable sum of money not to exceed \$75,000 for Notice to the Class and related administrative costs, as approved by the Court. Nothing herein shall limit or affect the right of the Public School Trust to receive payment and/or reimbursement from the Estate for Notice and Administrative Costs in an amount not to exceed \$75,000 as set forth in the Plan.

SS. "*Notice and Claims Administrator*" means the notice and claims administrator(s) to be selected by Class Counsel, with the consent of Settling Defendants, and approved by the Court.

TT. “*Notice Plan*” means the plan for distribution of Notice that is subject to Court approval as set forth in Section V.C.

UU. “*Objection*” means a written objection to the Settlement, or any part of this Agreement, as set forth in Section V.F.

VV. “*Opt-Out Form*” has the meaning set forth in Section V.G.1.

WW. “*Opt-Out Reduction Amount*” means an amount equal to: (i) a percentage calculated by dividing (a) the aggregate student population (enrollment) in all Excluded Class Members by (b) the aggregate student population (enrollment) of all Class Members and Excluded Class Members; multiplied by (ii) the Maximum Settlement Amount, to be computed as of the third (3rd) Business Day prior to the Fairness Hearing. The parties agree that student population (enrollment) data reported by the National Center for Education Statistics (nces.ed.gov) may be used for purposes of calculating the Opt-Out Reduction Amount.

XX. “*Payment 1*” means the Adjusted Annual Payment that is due and payable on Payment Date 1.

YY. “*Payment 1 Grantor Trust Deposit*” means a deposit by or on behalf of a Payment Group of funds to a Grantor Trust Arrangement with respect to Payment 1.

ZZ. “*Payment 2*” means the Adjusted Annual Payment that is due and payable on Payment Date 2.

AAA. “*Payment 2 Grantor Trust Deposit*” means a deposit by or on behalf of a Payment Group of funds to a Grantor Trust Arrangement with respect to Payment 2.

BBB. “*Payment 3*” means the Adjusted Annual Payment that is due and payable on Payment Date 3.

CCC. “*Payment 3 Grantor Trust Deposit*” means a deposit by or on behalf of a Payment Group of funds to a Grantor Trust Arrangement with respect to Payment 3.

DDD. “*Payment Date*” means Payment Date 1, Payment Date 2 or Payment Date 3, as the context requires.

EEE. “*Payment Date 1*” shall mean the later of (i) the MSA Settlement Effective Date and (ii) five (5) Business Days after delivery by the Public School Trust to the Sackler Parties’ Representative of wire instructions for making Settlement Payments.

FFF. “*Payment Date 2*” shall mean the later of (i) the first Business Day of the month of the first anniversary of the MSA Settlement Effective Date and (ii) five (5) Business Days after delivery by the Public School Trust to the Sackler Parties’ Representative of wire instructions for making Settlement Payments.

GGG. “*Payment Date 3*” shall mean the later of (i) the first Business Day of the month of the second anniversary of the MSA Settlement Effective Date and (ii) five (5) Business Days after delivery by the Public School Trust to the Sackler Parties’ Representative of wire instructions for making Settlement Payments.

HHH. “*Payment Effective Date*” means the later of (i) five (5) Business Days following the Final Judgment; (ii) the MSA Settlement Effective Date; and (iii) five (5) Business Days following the date that the reductions to the first Adjusted Annual Payment are determined.

III. “*Payment Group*” has the meaning set forth in the Master Settlement Agreement.

JJJ. “*Payment Parties*” has the meaning set forth in the Master Settlement Agreement.

KKK. “*Person*” has the meaning set forth in the Master Settlement Agreement.

LLL. “*Petition Date*” means September 15, 2019.

MMM. “*Plaintiffs*” means the Class Members named as plaintiffs in the Action.

NNN. “*Plan*” has the meaning set forth in the Master Settlement Agreement.

OOO. “*Plan Effective Date*” has the meaning set forth in the Master Settlement Agreement.

PPP. “*Plan of Distribution*” means the plan for distributing the Net Settlement Funds through the Public School Trust approved by the Court.

QQQ. “*Preliminary Approval Order*” means the order (or orders) of the Court preliminarily approving this Agreement and the Settlement, as set forth fully in Section V.C. The form of Preliminary Approval Order submitted to the Court shall be substantially in the form of the order attached hereto as Exhibit F.

RRR. “*Pro Rata Share*” means, with respect to any Payment Group and Payment Date, the percentage equal to (a) the portion of the Maximum Annual Payment assigned to such Payment Group on that Payment Date, as set forth on Exhibit D, divided by (b) the aggregate Maximum Annual Payment across all Payment Groups for that Payment Date. For example, the Pro Rata Share of B-Side Payment Group 2 for Payment Date 1 is the percentage calculated by dividing \$4,846,991.05 by \$16,859,099.31.

SSS. “*Product*” means any and all products developed, designed, manufactured, marketed or sold, in research or development, or supported by, the Debtors, whether work in progress or in final form, 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 product, including, but not limited to (i) any such products that are: (A) an opioid or opiate, as well as any product containing any such substance; or (B) benzodiazepine, carisoprodol, or gabapentin; or (C) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates and (ii) any such product consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

TTT. “*Public School District*” has the meaning set forth in the Plan.

UUU. “*Public School Special Trustee*” means the person vested under the Public School Trust charter with the power and discretion to create and/or determine the parameters and eligibility criteria

for and implement grant programs and select recipients to receive grants of settlement funds through the Public School Trust.

VVV. “*Public School Trust*” has the meaning set forth in the Plan (*available at <https://restructuring.ra.kroll.com/purduepharma/Home-Index>*).

WWW. “*Public School Trust Charter*” means the charter of the Public School Trust attached hereto as Exhibit A.

XXX. “*Released Claims*” means any Cause of Action against the Released Parties for Covered Conduct to the extent arising out of or relating to facts alleged in the Complaint.

YYY. “*Released Parties*” and “*Released Party*” means each of the Settling Defendants and the persons described on Exhibit E.

ZZZ. “*Releasors*” means the Plaintiffs, any Class Representatives, and all Class Members, and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, sister companies, affiliates, joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, vendors, independent contractors, stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing). The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

AAAA. “*Sackler Parties’ Representative*” has the meaning set forth in the MSA.

BBBB. “*School District Trustees*” means the Public School Special Trustee, Dr. Andrés Alonso, and the Plan Administration Trustee of the Public School Trust, Trust Bank.

CCCC. “*Service Award*” means any award made by the Court to a Class Representative in connection with their service as a representative of the Class. Service Awards shall be paid from the Settlement Amount.

DDDD. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.

EEEE. “*Settlement Amount*” means the sum of the Adjusted Annual Payments, which shall be paid across Payment 1, Payment 2 and Payment 3 as required by this Agreement.

FFFF. “*Summary Notice*” means the form of summary notice attached as Exhibit C to be distributed as set forth in Section V.D.

GGGG. “*Tax*” or “*Taxes*” means all taxes, customs, duties, governmental fees or other like assessment or charge of any kind whatsoever, including all federal, state, local or foreign income, gross receipts, windfall profits, severance, property (real or personal), production, sales, use, value added, ad valorem, license, excise, franchise, transfer, gains, escheat, mortgage recording, transportation, gross operating, capital, employment, unemployment, occupation, social security, pension plan, withholding or similar taxes, customs, duties, governmental or other like assessments or charges, together with any

interest, repayment supplement, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

II. Representations and Warranties

A. Class Representatives' Representations and Warranties. Each Class Representative represents and warrants to Settling Defendants as follows:

1. The Class Representative is a Class Member.
2. The Class Representative has received legal advice from Class Counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
3. No portion of any of the Released Claims possessed by the Class Representative and no portion of any relief under this Agreement to which the Class Representative may be entitled has been assigned, transferred, or conveyed by or for the Class Representative to any other person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan or lien.
4. The Class Representative is not relying on any statement, representation, omission, inducement, or promise by the Settling Defendants, their agents, or their representatives, except those expressly stated in this Agreement.
5. The Class Representative, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.
6. The Class Representative has carefully read, with the assistance of Class Counsel, and knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with Class Counsel or other attorneys.
7. The Class Representative has all necessary competence and authority to enter into this Agreement on its own behalf and on behalf of the putative Class, has authorized the execution and performance of this Agreement, has authorized Class Counsel to sign this Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it.
8. The Class Representative will not submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement. The Class Representative will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or otherwise challenge the Settlement.

B. Class Counsel's Representations and Warranties. Class Counsel represents and warrants to the Settling Defendants as follows:

1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.

2. Because Class Counsel believes that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or seek any relief inconsistent with this Settlement.

3. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.

4. Each of the Class Representatives has approved and agreed to be bound by this Agreement.

5. The representations of each Class Representative set forth in Section II.A are true and correct to the best of Class Counsel's knowledge.

C. Settling Defendants' Representations and Warranties. Settling Defendants represent and warrant to Class Representatives as follows:

1. Settling Defendants have received legal advice from their attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.

2. Settling Defendants are not relying on any statement, representation, omission, inducement, or promise by Class Representatives, Class Members, or Class Counsel except those expressly stated in this Agreement.

3. Settling Defendants, with the assistance of its attorneys, have investigated the law and facts pertaining to the Released Claims and the Settlement.

4. Settling Defendants have carefully read, and know and understand, the full contents of this Agreement and are voluntarily entering into this Agreement after having consulted with their attorneys.

5. Settling Defendants have all necessary authority to enter into this Agreement, have authorized the execution and performance of this Agreement, and have authorized the person signing this Agreement on their behalf to do so; provided that, for the Estate of Raymond R. Sackler, the Estate of Beverly Sackler, and the Estate of Jonathan D. Sackler (together, the "Estate Settling Defendants"), the signatures of the Estate Settling Defendants are being held in escrow pending (a) for all Estate Settling Defendants, to the extent that final probate approval is sought, final probate court approval confirming that the Estate Settling Defendants can enter into this Agreement, and (b) for the Estates of Beverly Sackler and Raymond R. Sackler, resolution of certain tax issues. The Settling Defendants other than the Estate Settling Defendants (the "Non-

Estate Settling Defendants”) represent that, if the signatures of the Estate Settling Defendants have not been released from escrow on the Payment Effective Date, the payment obligations under this Agreement will be made in full by the Payment Groups and Payment Parties, however those terms are defined under the MSA at the time of the MSA Settlement Effective Date. The Parties agree and acknowledge that the Estate Settling Defendants shall be deemed Payment Parties under the MSA only if final probate court approval is obtained and, with respect to the Estates of Beverly and Raymond R. Sackler, resolution of the above-referenced tax issues is achieved.

6. Settling Defendants will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or seek any relief inconsistent with this Settlement.

7. Settling Defendants authorize their undersigned counsel, at the appropriate time and in the appropriate manner, to accept service of process of the Complaint for purposes of effectuating this Agreement.

III. Class Definition

A. Class Certification. The Class Representatives and Settling Defendants agree jointly to request that the Court certify the Class defined below under Federal Rule of Civil Procedure 23(b)(3) for purposes of settlement:

1. The “Class” shall consist of elementary, middle, and/or secondary public school districts in the United States (a) with enrollments of more than 5,000 students, (b) that have filed proofs of claim in the Bankruptcy Case, or (c) that are Litigating School Districts. See Schedules A, B and C.

2. References to the Class or Class Members herein shall not be deemed to refer to any Public School District that is an Excluded Class Member after the date on which such Public School District’s valid request for exclusion from the Class becomes effective, as set forth in Section V.G., unless such request for exclusion is rescinded on or before the tenth (10th) Business Day prior to the Fairness Hearing.

B. Ability to Cure Omissions. In the event that the Settling Parties agree that an entity was inadvertently omitted from the Class definition, the Settling Parties may, at any time before entry of the Final Approval Order, amend this Agreement to add such an entity. The Settling Parties agree that they will act reasonably in considering any claim of such omission.

C. Certification for Settlement Purposes Only. The Settling Parties agree that any certification of the Class will be for settlement purposes only. The Settling Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding, and the Settling Parties retain full right and ability to contest any such class certification.

IV. Settlement Payments

A. Master Settlement Agreement. The parties hereto acknowledge and agree that: (i) the Settling Defendants’ obligation to pay any amount hereunder will be satisfied by the Payment Parties as

set forth in the Master Settlement Agreement; (ii) the obligation of each Payment Group to pay the portion of each Adjusted Annual Payment corresponding to its Pro Rata Share is set forth in the Master Settlement Agreement; (iii) the obligation of each Payment Group to pay the portion of each Adjusted Annual Payment corresponding to its Pro Rata Share shall be on a several and not joint basis as among the Payment Groups (but is joint and several, to the extent set forth in the Master Settlement Agreement, as among Payment Parties within each Payment Group) and is otherwise limited in the manner contemplated by the Master Settlement Agreement; and (iv) payment in full when due by or on behalf of a Payment Group of the portion of each Adjusted Annual Payment corresponding to its Pro Rata Share, as determined under the Master Settlement Agreement, shall satisfy in full all of such Payment Group's payment obligations hereunder.

B. Settlement Payment. Each Payment Group's share of the Maximum Annual Payment for each Payment Date is set forth on Exhibit M-2 of the MSA (which has been replicated in relevant part as Exhibit D hereto for convenience). Each Adjusted Annual Payment shall become due on its corresponding Payment Date (i.e., the first Adjusted Annual Payment shall be due on Payment Date 1, the second Adjusted Annual Payment shall be due on Payment Date 2, and the third Adjusted Annual Payment shall be due on Payment Date 3), each in accordance with this Section IV.B and the Master Settlement Agreement. Each Payment Group shall be solely responsible for paying, when due pursuant to this Agreement, the portion of the Adjusted Annual Payment for that Payment Date corresponding to its Pro Rata Share and shall have no obligation to cover any portion allocated to another Payment Group.

1. Payment 1.

a. Procedure if Final Judgment has occurred prior to MSA

Settlement Effective Date. If on or prior to the tenth (10th) day immediately preceding the MSA Settlement Effective Date, a Final Judgment has been entered, then, pursuant to the Master Settlement Agreement, each Payment Group shall, on Payment Date 1, pay into an escrow account in the name of the Public School Trust that is a Qualified Settlement Fund its Pro Rata Share (with respect to Payment Date 1) of Payment 1.

b. Procedure if Final Judgment has not occurred prior to MSA

Settlement Effective Date. If on or prior to the tenth (10th) day immediately preceding the MSA Settlement Effective Date, a Final Judgment has not been entered, then, pursuant to the Master Settlement Agreement, on the MSA Settlement Effective Date, each Payment Group shall make a Payment 1 Grantor Trust Deposit of the portion of the Maximum Annual Payment for Payment Date 1 corresponding to its Pro Rata Share.

(i) If a Final Judgment is entered at any time (i) after the tenth (10th) day immediately preceding the MSA Settlement Effective Date but (ii) before the Grantor Trust Release Date, then:

(A) by the later of (1) Payment Date 1 and (2) the day that is five (5) Business Days after entry of Final Judgment is communicated in writing to the Sackler Parties' Representative (and provided wire instructions for making Settlement Payments to the Public School Trust have been delivered to the Sackler Parties Representative), each

Payment Group shall pay (or cause to be paid from the Payment 1 Grantor Trust Deposit) to an escrow account in the name of the Public School Trust that is a Qualified Settlement Fund the portion of Payment 1 corresponding to its Pro Rata Share; and

- (B) following payment in full of Payment 1 to the benefit of the Public School Trust pursuant to Section IV.B.1(b)(i)(A), all amounts remaining in each Grantor Trust Arrangement from the Payment 1 Grantor Trust Deposit shall be released from such Grantor Trust Arrangement in accordance with the written instructions of the Payment Party that is a party to such Grantor Trust Arrangement.

- (ii) If a Final Judgment is entered at any time on or after the Grantor Trust Release Date with respect to Payment 1, then within five (5) Business Days after entry of Final Judgment is communicated in writing to the Sackler Parties' Representative (and provided wire instructions for making Settlement Payments to the Public School Trust have been delivered to the Sackler Parties Representative), each Payment Group shall pay to an escrow account in the name of the Public School Trust that is a Qualified Settlement Fund the portion of Payment 1 corresponding to its Pro Rata Share.

- c. On the Grantor Trust Release Date with respect to Payment 1, all amounts remaining in each Grantor Trust Arrangement from the Payment 1 Grantor Trust Deposit shall be released from such Grantor Trust Arrangement in accordance with the written instructions of the Payment Party that is a party to such Grantor Trust Arrangement. Such release shall not limit the obligations of the Payment Groups under this Agreement.

2. **Payment 2 and Payment 3.** With respect to Payment 2 and Payment 3, the provisions of Section IV.B.1 shall apply, *mutatis mutandis*, provided:

- a. References in Section IV.B.1 to "Payment 1" shall refer instead to "Payment 2" or "Payment 3", as applicable;

- b. References in Section IV.B.1 to "Payment Date 1" or the "MSA Settlement Effective Date" shall refer instead to "Payment Date 2" or "Payment Date 3", as applicable;

- c. References in Section IV.B.1 to "Maximum Annual Payment for Payment Date 1" shall refer instead to the "Maximum Annual Payment for Payment Date 2" or "Maximum Annual Payment for Payment Date 3", as applicable;

- d. References in Section IV.B.1 to "Opt-Out Reserve" shall refer instead to the portion (if any) of the Opt-Out Reserve that reduces Payment 2 or

Payment 3, as applicable, and references to “Payment 1 Opt-Out Reserve” shall refer instead to the portion of such amount corresponding to a Payment Group’s Pro Rata Share;

e. References in Section IV.B.1 to “Payment 1 Grantor Trust Deposit” shall refer instead to “Payment 2 Grantor Trust Deposit” or “Payment 3 Grantor Trust Deposit”, as applicable;

f. References in Section IV.B.1 to the “Grantor Trust Release Date with respect to Payment 1” shall refer instead to (1) the “Grantor Trust Release Date with respect to Payment 2”, in the case of Payment Date 2 and (2) the “Grantor Trust Release Date with respect to Payment 3”, in the case of Payment 3.; and

g. The Payment Party that is a party to a Grantor Trust Arrangement may elect to offset any obligation pursuant to this Section IV.B.2 to make a Payment 2 Grantor Trust Deposit or a Payment 3 Grantor Trust Deposit against any right to receive (or direct the delivery of) funds released from a Grantor Trust pursuant to this Section IV.B.

3. Notwithstanding anything to the contrary in this Section IV.B:

a. If at any time after funds are deposited into the Grantor Trust Arrangements this Agreement is terminated, then all remaining funds in each Grantor Trust Arrangement with respect to this Agreement shall be released in accordance with the written instructions of the Payment Party that is a party to such Grantor Trust Arrangement.

b. Each Payment Group shall be responsible solely for funding its respective share of each Settlement Payment Obligation as set forth in the Master Settlement Agreement, whether such payment is required to be made to the Public School Trust, through a Payment Party, or by causing amounts to be paid from a Grantor Trust Arrangement (and in any case such funding is subject to wire instructions for making Settlement Payments to the Public School Trust having been delivered to the Sackler Parties Representative). Nothing in this Agreement shall be construed to increase, alter or modify the amount any Payment Group or Payment Party is required to pay pursuant to the Master Settlement Agreement.

c. Class Members will receive the actual interest generated on funds in the Grantor Trust Arrangements (net of tax distributions) from Payment Date 1 through the date on which payment in full of Payment 1, Payment 2 and Payment 3 is made to an escrow account in the name of the Public School Trust that is a Qualified Settlement Fund, based on the escrowed principal amount that corresponds to the amounts finally determined to be payable to them. The Payment Party that is a party to the applicable Grantor Trust Arrangement will select the investments made pursuant to such Grantor Trust Arrangement, which investments shall consist of U.S. Treasuries and money market funds that invest in U.S. Treasuries. Any interest associated with amounts attributed to Excluded

Class Members will be retained by the Payment Party that is a party to the applicable Grantor Trust Arrangement.

d. Each Grantor Trust Arrangement shall be subject to the terms and conditions of Exhibit Z to the Master Settlement Agreement, including with respect to tax distributions payable to the Payment Party that is a party to such Grantor Trust Arrangement.

e. In the unlikely event that Final Judgment occurs before the Opt-Out Reduction Amount, if any, has been finally determined, the Settling Parties shall cooperate in good faith to (i) determine conservative reasonable estimates of the Opt-Out Reduction Amount and each Adjusted Annual Payment, (ii) establish procedures for each Payment Group to pay, in conformity with the payment deadlines set forth under this Agreement, its Pro Rata Share of each such estimated Adjusted Annual Payment to an escrow account in the name of the Public School Trust that is a Qualified Settlement Fund, (iii) arrange for each Payment Group to deposit into one or more Grantor Trust Arrangements on Payment Date 1 (and Payment Date 2 and Payment Date 3, in either case, if necessary) the portion of the estimated Opt-Out Reduction Amount (or, if applicable, any portion thereof that exceeded the Maximum Annual Payment for the prior Payment Date) corresponding to such Payment Group's Pro Rata Share, and (iv) establish procedures for each Payment Group to pay its Pro Rata Share of any unpaid portion(s) of any Adjusted Annual Payment(s) for Payment Dates that have already occurred to an escrow account in the name of the Public School Trust that is a Qualified Settlement Fund within five (5) Business Days after the final Opt-Out Reduction Amount is communicated in writing to the Sackler Parties' Representative; provided that, if it is subsequently determined that any Payment Group has overpaid its Pro Rata Share of Payment 1 or Payment 2 as a result of an underestimation of the Opt-Out Reduction Amount, the amount of such overpayment shall be credited by reducing that Payment Group's obligation on the immediately succeeding Payment Date by the corresponding amount of such overpayment.

C. No Additional Payment Obligations. The obligations incurred pursuant to this Agreement, if paid pursuant to the Master Settlement Agreement, shall be in full and final disposition and settlement of all Released Claims. The Settlement Amount paid or provided by the Payment Parties is the sole monetary obligation of the Settling Defendants under this Agreement. Once the Settlement Amount is paid in full, Payment Parties and Settling Defendants shall have no further monetary obligations of any sort or kind to Plaintiffs or any Class Member, or any counsel for Plaintiffs pursuant to this Agreement or the Settlement. Under no circumstances will Payment Parties and/or Settling Defendants be required to pay more than the Settlement Amount pursuant to this Agreement and the Settlement set forth herein. For purposes of clarification, the payment of Taxes and Tax Expenses (as set out in Section IV.D), any Fee and Expense Award, and any other costs associated with the implementation of this Agreement (excluding any costs borne by the Estate pursuant to the Plan), shall be exclusively paid from the Settlement Amount. Payment of the Settlement Amount discharges Settling Defendants for any liability for Notice and Administrative Costs whether actually paid from the Settlement Amount or not. Any reference in this Agreement, including in any exhibit or schedule, to a "maximum" scheduled amount refers to the highest (gross) theoretical amount before applying any reductions, credits, offsets, or limitations under this Agreement or any related document. For purposes of

clarification, if a Payment Group pays the portion of the Settlement Amount corresponding to its Pro Rata Share, such Payment Group's obligation with respect to the Settlement Amount shall not include any unpaid portion corresponding to the Pro Rata Share of any other Payment Group, and the Settlement shall be fully effective with respect to such Payment Group notwithstanding the lack of payment by another Payment Group, consistent with the several obligations set forth in Section IV.A. above.

D. Taxes.

1. All funds held in the Public School Trust shall be treated by the Settling Parties as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the funds held in the Public School Trust, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the funds held in the Public School Trust as its administrator.

2. After receipt of the Net Settlement Fund, the following shall be paid out of the funds held in the Public School Trust: (i) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Amount and (ii) all expenses and costs incurred in connection with the operation and implementation of this Section, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section (collectively, "*Tax Expenses*"). In all events, neither the Settling Defendants nor any other Released Party nor their counsel shall have any liability or responsibility for the Taxes described in clause (i) above or the Tax Expenses. Neither the Settling Defendants nor any Released Party nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate to the extent reasonably necessary to carry out the provisions of this Section and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to the Agreement.

3. The Settling Parties agree that: (i) each of the Class Members is enforcing its rights as a private party and is not enforcing any rules or exercising any regulatory powers, in either case as part of a governmental function; and (ii) the Settlement 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 Class Members to the same position or condition that they would be in had the Class Members not suffered alleged damage or harm allegedly caused by the Settling Defendants.

4. Rights and obligations of the Parties with respect to taxes on amounts held in Grantor Trust Arrangements shall be governed by the provisions of Section IV.B.3.(d).

V. Approval and Notice

A. Approval and Effectiveness.

1. It is a condition to this Agreement and the Settlement contemplated herein that (i) within a reasonable time period after execution of this Agreement, and in all events, unless waived by the Sackler Parties' Representative in its sole discretion, before the MSA Settlement Effective Date, the Court approve and enter the Preliminary

Approval Order substantially in the form attached as Exhibit F, provided that any modification to the Preliminary Approval Order must be acceptable to all Class Representatives and the Sackler Parties' Representative, and (ii) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order.

2. It is a condition to the Settlement that (i) within a reasonable time period after the Preliminary Approval Order, the Court approve and enter the Final Approval Order substantially in the form attached as Exhibit G, provided that any modification to the Final Approval Order must be acceptable to all Class Representatives and the Sackler Parties' Representative, and (ii) the Final Approval Order remain in full force and effect until it becomes a Final Judgment.

3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment.

4. The Settling Parties agree that the Settlement is not final and enforceable until the Payment Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Payment Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

B. Reasonable Best Efforts to Effectuate This Settlement. The Settling Parties: (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Settling Parties will continue to work cooperatively to complete and submit promptly to the Court for approval the motions for Preliminary Approval Order and Final Approval Order and such additional documentation as may be necessary for the Court to make the determinations required hereunder, and to address any concerns regarding the Agreement or the Settlement identified by the Court or any court of appeal.

C. Preliminary Approval.

1. No later than ten (10) days after the execution of this Agreement, Class Counsel shall submit the Agreement together with its Exhibits and Schedules to the Court and shall apply for entry of the Preliminary Approval Order (the "*Motion for Preliminary Approval*") pursuant to Federal Rule of Civil Procedure 23(e).

2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) preliminary approval for the settlement trust mechanism and distribution of settlement funds as grants made by the Public School Trust to schools selected as grant recipients by the Public School Special Trustee; (iii) approval of the Notice, substantially in the form of Exhibit B, and proposed Notice Plan; (iv) scheduling of the Fairness Hearing to occur after the conclusion of the notice period and no earlier than ninety (90) days following the entry of the Preliminary Approval Order; (v) a stay of the Action as to the Settling Defendants until the Court renders a final decision regarding the approval of the Settlement; and (vi) enjoining each Class Member from filing or

prosecuting any new proceedings for Released Claims, unless and until such Class Member files a timely and valid Opt-Out Form and that Opt-Out Form becomes effective. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the *status quo* that existed on the day immediately prior to the execution of this Agreement, with all their respective claims and defenses preserved as they existed on that date, except as expressly provided herein.

3. Class Counsel shall provide Settling Defendants with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least five (5) Business Days in advance of filing and shall consider in good faith any suggestions that Settling Defendants may have. Class Counsel shall not file such a motion without the Sackler Parties' Representative's consent, which consent shall not be unreasonably withheld.

D. Notice to the Class.

1. Notice of the Settlement shall be given as soon as practicable after the Preliminary Approval Order and, in any event, the notice process shall commence no later than ten (10) calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrators to Class Members pursuant to the Notice Plan, subject to any modifications required by the Court. The Notice and Summary Notice are attached as Exhibits B and C to this Agreement, and any modifications to them must be acceptable to all Class Representatives and the Sackler Parties' Representative in their individual discretion.

2. Class Counsel shall move, as part of the Motion for Preliminary Approval, for approval of the Notice Plan. Class Counsel shall also submit to the Court for approval a proposed form of, method for, and schedule for dissemination of notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrators (i) to submit a report (an "*Opt-Out Report*") which shall be provided no later than seven (7) calendar days after the opt-out deadline to the Court, Class Counsel, and Settling Defendants and the Sackler Parties' Representative identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 or were otherwise inadequate, and the Opt-Out Reduction Amount, if any; and (ii) to submit a report (an "*Updated Opt-Out Report*") which shall be provided no later than three (3) Business Days prior to the Fairness hearing to the Court, Class Counsel, and Settling Defendants and the Sackler Parties' Representative identifying any Excluded Class Members who rescinded their request for exclusion on or before the tenth (10th) Business Day prior to the Fairness Hearing (or stating that no Excluded Class Member rescinded their request for exclusion) and providing an updated Opt-Out Reduction Amount (or confirming that the Opt-Out Reduction Amount set forth in the Opt-Out

Report was accurate). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Settling Defendants and file with the Court proof, by affidavit or declaration, of such dissemination.

E. CAFA Notice. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. Settling Defendants shall serve notice of the Settlement on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Agreement with the Court. If the Settlement does not become final for any reason, Settling Defendants shall not recover the notice and notice administration costs, including any costs of providing notice pursuant to the Class Action Fairness Act of 2005.

F. Objections to Settlement.

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys' Fees and Expenses, the Class Representatives' Service Awards, or the Plan of Distribution be in writing. The deadline for filing the Objection with the Court shall be forty-five (45) calendar days after commencement of the dissemination of the Notice.

2. **Content of Objection.** The written Objection filed with the Court shall: (i) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (ii) state that the objector is objecting to the proposed Settlement, Plan of Distribution, the application for Attorneys' Fees and Expenses, and/or application for Service Awards to Class Representatives; (iii) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (iv) state whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (v) identify all class actions in which the objector and its counsel have previously objected; (vi) include documents sufficient to prove the objector's membership in the Class; (vii) state whether the objector intends to appear at the Fairness Hearing; (viii) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (ix) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.

3. **Waiver.** Any Class Member that does not object substantially in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness or adequacy of the proposed Settlement, the Plan of Distribution, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. A Class Member's compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court.

G. Opt-Out.

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed document (“*Opt-Out Form*”) that must include:

a. The Class Member’s name, address, and telephone number;

b. A statement that “I wish to exclude [insert the name of your school district] from the Class in the School District Opioid Litigation against the Sacklers, _____ Case No. _____;” and

c. The printed name and signature of the school district superintendent or other person authorized to sign on behalf of the school district, showing the date signed, and accompanied by the following certification:

“I, [the person signing this statement], certify pursuant to 28 U.S.C. § 1746 and penalty of perjury under the laws of the United States that I have legal authority to bind [insert name of school district].”

d. Electronic signatures, including Docusign, are invalid and will not be considered personal signatures.

2. The Opt-Out Form must be received by the Notice and Claims Administrators, Class Counsel, and the Sackler Parties’ Representative no later than the date designated for such purpose in the Notice.

3. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1 and 2, including, but not limited to, the provision of materially inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity’s membership in the Class.

4. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking a Preliminary Approval Order, the Settling Parties will request that the deadline for receipt of Opt-Out Forms be seventy-five (75) calendar days after commencement of dissemination of the Notice.

5. Opt-Out Forms shall be deemed valid only for the entity named in the request.

6. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrators, Class Counsel, and the Sackler Parties’ Representative no later than the date designated for such purpose in the Notice.

7. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1 and 2 shall not (i) be bound by any orders or judgments giving effect to the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.

8. A timely and valid Opt-Out Form shall be deemed effective as of the date of its receipt by the Notice and Claims Administrator(s) under this Section V.G.

9. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1 and 2 submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F, shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.

10. No “mass,” “class,” “group” or otherwise combined Opt-Out Form shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, the entity’s subsidiaries, affiliated or related companies or business entities, divisions, partnerships, joint ventures clients, customers, or administrative services organization.

11. An Excluded Class Member may elect to re-join the Class, and will thereafter be bound by the rights and obligations of the Agreement, provided that such election is made no later than ten (10) Business Days before the date of the Fairness Hearing.

12. **Opt-Out Report.** No later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, the Notice and Claims Administrators shall submit to the Court, Class Counsel, and the Sackler Parties’ Representative, on behalf of the Settling Defendants the Opt-Out Report as described in Section V.D.3; and no later than three (3) Business Days prior to the Fairness Hearing the Notice and Claims Administrator shall submit to the Court, Class Counsel, and the Sackler Parties’ Representative, on behalf of Settling Defendants, the Updated Opt-Out Report as described in Section V.D.3.

H. Motion for Final Approval and Entry of Final Judgment.

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the “*Motion for Final Approval*”). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that the Court: (i) enter the Final Approval Order substantially in the form attached hereto as Exhibit G, provided that any modifications to the proposed Final Approval Order must be acceptable to the Class Representatives and the Settling Defendants; (ii) finally certify the Class; (iii) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (iv) enter judgment dismissing the Action with prejudice as to the Settling Defendants; and (v) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Party in any forum. The Final Approval Order shall contain provisions:

a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; finding that the Notice given to the Class Members constituted the best notice

practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;

b. entering judgment dismissing the Action with prejudice as to the Settling Defendants and, except as provided for herein, without costs;

c. discharging and releasing the Released Parties from all Released Claims;

d. permanently barring and enjoining the institution and prosecution by Class Members of any other action against the Released Parties in any forum asserting Released Claims;

e. reserving and continuing exclusive jurisdiction over the Settlement, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement, unless there is a failure of the Payment Effective Date under Section VI.A hereto;

f. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and Settling Defendants; and

g. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

2. Class Counsel shall provide the Sackler Parties' Representative with a draft of the Motion for Final Approval, together with any accompanying memorandum of law at least five (5) Business Days in advance of filing and shall consider in good faith any comments Settling Defendants may have. Class Counsel shall not file such a motion without the Sackler Parties' Representative's consent, which consent shall not be unreasonably withheld.

3. Class Counsel shall separately move for an award of Attorney's Fees and Expenses.

VI. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Failure of Payment Effective Date to Occur.

1. In the event that (i) the Payment Effective Date does not occur, for whatever reason, or (ii) the Master Settlement Agreement terminates prior to the Payment Effective Date, then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. Any funds held in a Grantor Trust Arrangement in accordance with Section 2.01(a)(iii) of the Master Settlement Agreement shall be released to the grantor of such Grantor Trust Arrangement.

2. Upon receipt by the Payment Groups (as grantors under the Grantor Trust Arrangements) of the funds referenced in the immediately preceding paragraph, this

Agreement shall terminate, and it, the Settling Defendants' and Payment Parties' obligations under it, and all releases contained herein shall become null and void. In the event of such a termination, (i) no Class will be deemed certified as a result of this Agreement; (ii) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated; (iii) the Plaintiffs shall voluntarily dismiss the Action without prejudice as against the Settling Defendants; and (iv) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to the date on which the Action was filed. The Settling Parties shall then proceed in all respects as if this Agreement and related orders had not been executed.

B. No Court Approval. Notwithstanding any other term or provision in this Agreement, if the Court declines to enter the Preliminary Approval Order or the Final Approval Order, the Settling Parties shall cooperate in good faith to (i) address the Court's concerns, (ii) modify, as appropriate, the Agreement in a mutually agreeable fashion, and (iii) commence, if necessary, redistribution of amended class notice within thirty (30) days of execution of such mutually agreed-upon modifications to the Agreement.

C. No Payment Effective Date. If the Payment Effective Date does not occur, the Plaintiff will voluntarily dismiss the Action without prejudice unless within thirty (30) days of such event, the Settling Parties mutually agree in writing to: (i) seek reconsideration or appellate review of any decision denying entry of such order; (ii) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (iii) comply with other guidance or directives the Court has provided.

VII. Notice and Claims Administrators and Special Master

A. Selection of Notice and Claims Administrators. Class Counsel shall nominate an entity, subject to the consent of Settling Defendants, to serve as Notice and Claims Administrators that shall be subject to appointment by the Court in the Preliminary Approval Order, and that meets the following requirements:

1. The Notice and Claims Administrators may not be an entity that has acted as counsel, or otherwise represented a party, in claims relating to Covered Conduct.

2. The Notice and Claims Administrators shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrators deem to be reasonably necessary to effectuate the Notice Plan, which is subject to Court approval as provided in Section V.C. Subject to the Court's approval, the Notice and Claims Administrators may retain any entity that the Notice and Claims Administrators deem to be reasonably necessary to provide assistance in developing and administering the Notice Plan.

3. Any successor to the initial Notice and Claims Administrators shall be subject to appointment by the Court, with the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date unless the parties agree otherwise.

4. The Notice and Claims Administrators shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.

5. Settling Defendants, their counsel, and Released Parties shall have no responsibility for supervising the Notice and Claims Administrators.

6. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrators, including fees, costs, and expenses of the Notice and Claims Administrators, as well as the costs of distributing the Notice, shall be paid from the Settlement Amount. Settling Defendants and other Released Parties shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount. Nothing in this Agreement shall operate to limit or affect the right of the Public School Trust to receive payment and/or reimbursement from the Estate for Notice and Administrative Costs.

B. Distribution of Settlement Amount.

1. Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Amount shall be applied as follows:

- a. to pay all costs and expenses, if any, reasonably and actually incurred in connection with administration and distribution of the Net Settlement Funds by the Public School Trust;
- b. to pay the Taxes and Tax Expenses only with respect to taxes and tax expenses incurred after the Net Settlement Funds are deposited in the Public School Trust;
- c. to pay reasonable attorneys' fees and expenses (including the Fee and Expense Award and any PEC Assessment) and any Service Awards to Class Representatives, subject to approval of the Court and in accordance with the Agreement; and
- d. to distribute the Net Settlement Funds to Class Members as allowed by the Agreement, the Plan of Distribution, the Public School Trust Charter, or order of the Court.

2. Nothing herein shall affect or limit the right of the Public School Trust to payment or reimbursement to its benefit from the Debtors in an amount of up to \$75,000 for costs and expenses associated with notice to the class and related communications.

C. Distribution of Net Settlement Funds.

1. The School District Trustees, subject to such supervision and direction of the Court as may be necessary or as circumstances may require, shall oversee distribution of the Net Settlement Funds in the form of grants awarded to Class Members pursuant to the Plan of Distribution.

2. The Net Settlement Funds shall be distributed by the Public School Trust in accordance with the terms of this Agreement, the Plan of Distribution, the Public School Trust Charter, and any further order(s) of the Court as may be necessary or as

circumstances may require. All Class Members will be eligible to apply for a grant award from the Public Trust.

3. The Net Settlement Funds shall be distributed by the Public School Trust through the trust-grant-making mechanism as approved by the Court.

4. All Class Members shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment with respect to all Released Claims.

D. No Reversion. If there is any balance remaining in the Net Settlement Funds (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be distributed by the Public School Trust or pursuant to further order of the Court (but not to Settling Defendants).

VIII. Class Counsel's Attorneys' Fees and Expenses

A. Fee and Expense Application. Class Counsel may submit an application or applications (the "*Fee and Expense Application*") for distributions from the Settlement Amount for: (i) an award of attorneys' fees (including any PEC Assessment); (ii) reimbursement of expenses incurred in connection with prosecuting the Action brought by the Class Representatives; (iii) any interest on such Attorneys' Fees and Expenses at the same rate and for the same periods as earned by the Settlement Amount, as appropriate, and as may be awarded by the Court; and (iv) any Service Awards. Class Counsel will not seek an award of Attorneys' Fees and Expenses that exceeds what would otherwise be permissible pursuant to the Plan.

B. Allocation. Any fees and expenses awarded by the Court shall be allocated and distributed by and among Class Counsel using their judgment to compensate each counsel fairly based on their contribution to the institution, prosecution, and resolution of the Action.

C. Payment of Fee and Expense Award. Any amounts that are awarded by the Court pursuant to Section VIII.A shall be paid from the Settlement Amount after the Payment Effective Date consistent with the provisions of this Agreement.

D. Orders Regarding Award of Fees and Expenses. The procedure for, and the allowance or disallowance by the Court of, the Fee and Expense Application are not part of the Settlement set forth in this Agreement. Any order or proceeding solely relating to the Fee and Expense Application, including any appeal from any Fee and Expense Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement or affect or delay the finality of the Final Judgment and the Settlement of the Action as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G and VI.D.

E. No Liability for Fees and Expenses of Class Counsel. Other than as set forth in this Agreement, neither the Released Parties nor their counsel shall have any responsibility for or liability whatsoever with respect to any payment(s) to Class Counsel pursuant to this Agreement and/or to any other entity who may assert some claim thereto or any Fee and Expense Award that the Court may make in the Action.

F. Service Award. Class Representatives may request Service Awards in connection with their representation of the Class. Class Representatives' support for the Settlement is not in any way conditioned on their right to request, or receipt of, Service Awards.

G. PEC Assessment. The Plaintiff Steering Committee in MDL 2804 shall receive an assessment in the amount of 5% of the Settlement Amount (the "*PEC Assessment*"), to be deducted from the Fee and Expense Award. The PEC Assessment shall be kept in an interest-bearing account and shall be paid at approximately the same time as the first grants are awarded from the Net Settlement Fund, with the earned interest paid to the benefit of the Public School Trust.

H. Time to Appeal. The time to appeal from approval of the Settlement shall commence upon the Court's entry of the Final Approval Order regardless of whether or not an application for Attorneys' Fees and Expenses has been resolved.

IX. Releases and Dismissal

A. Claim-Over and Non-Party Settlement.

1. The payments made under this Agreement shall be the sole payments made by the Released Parties for the benefit of Class Members involving, arising out of, or related to the Released Claims. Claims by Class Members against non-parties shall not result in additional payments by the Released Parties, whether through contribution, indemnification, or any other means.

2. No Released Party 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 Party 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 Party from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Payment Effective Date, any Releasor enters into a Non-Party Settlement, including 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 Settling Defendants in Section IX.A.2 or a release from such Non-Released Party in favor of the Released Parties (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 the subsection is a material term of this Agreement.

4. To the extent that, on or after the Payment Effective Date, a settlement on behalf of a class that would otherwise be a Non-Party Settlement is submitted to a court for preliminary or final approval under Rule 23 of the Federal Rules of Civil Procedure, the proponents of the settlement will include, unless prohibited by applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Settling Defendants in Section IX.A.2 or a release from such Non-Released

Party in favor of the Released Parties (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. For the avoidance of doubt, the Settling Parties acknowledge that the effectiveness of any such provision will depend upon its approval by the court to which the settlement agreement is submitted in accordance with Rule 23 of the Federal Rules of Civil Procedure. The obligation to include the prohibition and/or release required by the subsection is a material term of this Agreement.

5. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

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

7. In the event that any Class Member obtains a judgment with respect to a Non-Released Party and such Non-Released Party asserts a Non-Party Covered Conduct Claim against the Released Parties related to the Released Claims, that Class Member and Settling Defendants shall take the following actions to ensure that the Released Parties do not pay more with respect to the Released Claims to Class Members or to Non-Released Parties than the amounts owed under this Agreement by Settling Defendants:

a. Settling Defendants or the Sackler Parties' Representative shall notify the Class Member of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Payment Effective Date, whichever is later.

b. Settling Defendants' payment obligations under this Agreement are and shall be binding, notwithstanding the existence of any Claim-Over. In no event shall any Class Member be required to forego, disgorge, diminish, or alter any amounts owing under this Agreement as a result of any Claim-Over.

c. Settling Defendants and the Class Member shall meet and confer concerning the means to hold the Released Parties harmless and ensure that Settling Defendants or Released Parties are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by Settling Defendants under this Agreement.

d. The Class Member and Settling Defendants shall take steps sufficient and permissible under applicable law to hold the Released Parties harmless from the Claim-Over and ensure the Released Parties are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by Settling Defendants under this Agreement. Such steps shall include, where permissible:

(i) Support by Releasers of a motion to dismiss or such other appropriate motion as may be filed by Settling Defendants or Released Parties in response to any Claim filed in litigation or arbitration; and

(ii) Such other actions as that Releasor and Settling Defendants may devise to hold the Released Parties harmless from the Claim-Over.

B. Litigation Bar. The Settling Parties contemplate and agree that, following the entry of Final Judgment, this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

C. General Release. The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even unknown Released Claims, effective upon the Payment Effective Date. In connection with the releases provided for in the Agreement, each Releasor expressly, knowingly, and voluntarily 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 Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Class Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to, Section 20-7-11 of the South Dakota Codified Laws. 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 Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Payment 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 Releasors' decision to participate in this Agreement.

D. Claims Excluded from Release. The releases in this agreement release claims against the Released Parties only. Nothing in this Agreement releases any claims that Plaintiffs or Class Members may have against any other persons or entities, including any other members of the opioid industry that are not Released Parties. Notwithstanding any other term in this Agreement, this Agreement shall not release claims of entities that are not Class Members or who opt out of the Class; claims or damages arising from conduct by Released Parties that occurs after the Effective Date of this

Agreement; claims against Released Parties other than the Released Claims; or claims to enforce the terms of this Agreement.

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

F. Res Judicata. Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

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

H. Cooperation. Plaintiffs and Class Representatives (i) lack a present intent to, and will not encourage any person or entity to bring or maintain any Released Claim against any Released Party or any other Cause of Action released pursuant to this Agreement against any Released Party and (ii) will reasonably cooperate with and not oppose any effort by any Released Party to secure the prompt dismissal of any and all Released Claims or any other Cause of Action released pursuant to the Release against any Released Party, including suits brought by non-Class Representatives or non-Plaintiffs based on Released Claims or any other Cause of Action released pursuant to the Release against any Released Parties on or after the date of the Preliminary Approval Order.

I. Non-Released Claims. Notwithstanding the foregoing or anything in the definition of Released Claims, any claims solely to enforce the terms of this Agreement are not released.

J. Liens. Each Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Net Settlement Funds allocated to that Class Member, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities who may claim through them in a derivative manner.

K. Estate Settling Defendants. To the extent that the signatures of any Estate Settling Defendant are not released from escrow on or prior to the Payment Effective Date, as set forth in Section II.C.5, then, notwithstanding anything herein or in the MSA to the contrary, such Estate Settling Defendant shall not be deemed either a Released Party or a Settling Defendant.

X. Miscellaneous Provisions

A. No Admission of Liability or Wrongdoing. The Class Representatives, the Class Members, and Settling Defendants agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. Settling Defendants do not admit liability or wrongdoing. This Agreement shall not be considered, construed or represented to be (i) an admission, concession or evidence of liability or wrongdoing; (ii) a waiver or any limitation of any defense otherwise available to Settling Defendants, including, without limitation, their defense of lack of personal jurisdiction; or (iii) an admission or concession that a class action could be certified in a litigated proceeding.

B. Voluntary Settlement. Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

C. Integrated Agreement. Except for any amendments, alterations, or modifications provided for under Section X.D, this Agreement, including its exhibits and any other attachments, embodies the entire Agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (i) all prior agreements and understandings relating to such subject matter, whether written or oral, and (ii) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

The Exhibits and Schedules to this Agreement are:

Exhibit A	Public School Trust Charter
Exhibit B	Notice
Exhibit C	Summary Notice
Exhibit D	Portion of Maximum Settlement Amount Allocated to each Payment Group and Annual Payment Schedule
Exhibit E	Released Parties
Exhibit F	Preliminary Approval Order
Exhibit G	Final Approval Order
Schedule A	School districts with enrollments of more than 5,000 students
Schedule B	School districts that have filed proofs of claim in the Bankruptcy Case
Schedule C	School Districts that are Litigating School Districts

D. Amendment.

1. The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties (provided, any such writing may be executed and delivered on behalf of the Settling Defendants by the Sackler Parties' Representative) and subject to approval by the Court; provided however, the Settling Parties may amend this Agreement by a writing signed by all Settling Parties

(provided, any such writing may be executed and delivered on behalf of the Settling Defendants by the Sackler Parties' Representative) without notice to or approval by the Court if such changes are consistent with the Court's Final Judgment and other orders and do not unreasonably limit the rights of Class Members under this agreement.

2. To the extent there is a conflict between the provisions of this Agreement, the Master Settlement Agreement, and/or the Plan of Distribution, each such document shall have controlling effect in the following rank order: (i) the Master Settlement Agreement, (ii) this Agreement, and (iii) the Plan of Distribution.

E. Execution in Counterparts. 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. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the Court.

F. Construction. None of the Settling Parties 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. Each Party to Bear Its Own Costs and Fees. Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

H. Inadmissibility. The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall not be admissible or offered or received into evidence under Federal Rule of Evidence 408 or any other similar rule, law or authority limiting the admissibility of such an agreement in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement or otherwise, Settling Defendants may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Settling Defendant; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Settling Defendants that the Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

I. Litigation Cooperation. Upon request by Settling Defendants (including by the Sackler Parties' Representative acting on their behalf), Class Representatives agree to cooperate in the provision of de-identified data from the Class Representatives for the sole purpose of a Released Party recovering amounts owed to it pursuant to any insurance contract. If such request includes information beyond what was previously produced, the costs to extract, de-identify, and certify HIPAA compliance of such data shall be borne by Settling Defendants.

J. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. Without limiting the generality of the foregoing, each and every covenant and agreement entered into herein by Class Representatives and Class Counsel shall be binding upon all Class Members.

K. Notices. All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (i) email; (ii) hand delivery; (iii) registered or certified mail, return receipt requested, postage pre-paid; or (iv) FedEx or similar overnight courier, and, if directed to any Class Member, shall be addressed to Class Counsel at their addresses set forth below, and, if directed to the Settling Defendants, shall be addressed to the Sackler Parties' Representative at the addresses set forth below or such other addresses as Class Counsel or the Sackler Parties' Representative, on behalf of the Settling Defendants, may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to the Class Representatives or any Class Member(s), address notice to:

Cyrus Mehri
Mehri & Skalet, PLLC
2000 K Street, NW, Suite 325
Washington, DC 20006
Phone: (202) 822-5100
cmehri@findjustice.com

John W. Barrett
Bailey Glasser, LLP
209 Capitol Street
Charleston, WV 25301
Telephone: (304) 345-6555
<mailto:jbarrett@baileyglasser.com>

If directed to Settling Defendants, address notice to the Sackler Parties' Representative at:

Garrett Lynam
Kokino LLC
201 Tresser Boulevard, 3rd Floor
Stamford, CT 06901
Phone: (203) 595 4552
Email: glynam@kokino.com

Frank S. Vellucci
Summer Road LLC
207 6th Street
West Palm Beach, FL 33401
Phone: (561) 473-5060
Email: fsv@srllc.com

Leslie J. Schreyer

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, NY 10019-6022
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Email: les.schreyer@nortonrosefulbright.com

Jonathan G. White
Inpendra Limited
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St Helier, Jersey JE2 3QL
Phone: +44 1534 280360
Email: jonathan.white@inpendra.com

with a copy (which shall not constitute notice) to

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attn: Robert Kennedy
Tel: (212) 530-5087
e-mail: rkennedy@milbank.com

and

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
Attention: Jasmine Ball
Phone: +1 (212) 909-6845
Email: jball@debevoise.com

Any Settling 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 Section X.K (provided, any such notice with respect to any Settling Defendant shall be valid only if given by the Sackler Parties' Representative).

L. Consent to Jurisdiction. The Settling Defendants and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the interpretation or enforcement of this Agreement or the applicability of this Agreement, by a party to the Agreement or a Class Member. Solely for purposes of such suit, action, or proceeding, or dispute arising out of or relating to the interpretation or enforcement of this Agreement or the applicability of this agreement by a party to the Agreement or a Class Member, the Settling Defendants and the Class Members irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. For the avoidance of doubt, nothing herein shall be construed as a submission to

jurisdiction in any suit, action, proceeding, or dispute that does not arise out of or relate to the interpretation or enforcement of this Agreement, including, without limitation, any suit, action, proceeding, or dispute involving a determination regarding insurance coverage or the assertion of any Claims against the Settling Defendants arising from or out of, or relating in any way to, the Covered Conduct. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

M. Resolution of Disputes; Retention of Exclusive Jurisdiction. Any disputes between or among the Settling Defendants and any Class Members concerning matters contained in this Agreement, including the Plan of Distribution, shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement unless the Payment Effective Date does not occur.

N. Choice of Law. This Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to that State's choice of law principles.

O. Severability. If any provision of this Settlement Agreement—excepting Section III (Class Definition), Section IV (Settlement Payments), Section V (Approval and Notice), Section VI (Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination), and Section IX (Releases and Dismissal)—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 Settlement Agreement.

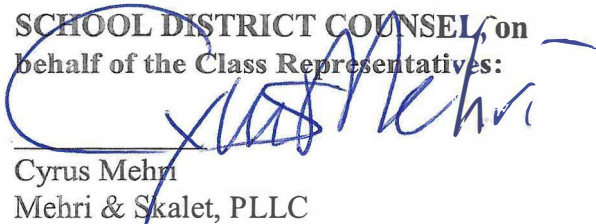
P. Waiver. No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Settling Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

Q. Confidentiality. The terms of this Agreement shall remain confidential until the Motion for Preliminary Approval is filed, unless the Sackler Parties' Representative and Class Counsel agree otherwise, provided that the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority, including in connection with the Chapter 11 proceedings of Purdue Pharma L.P. and its affiliated debtors, or otherwise required by applicable law or court order; and Class Members may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrators, or settlement trust, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Approval Order shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes, and the Settling Parties may respond to any press comments prior to the entry of the Final Approval Order as mutually agreed among the Settling Parties. Notwithstanding the foregoing, in the event any public misstatement has been made by any Settling Party regarding this Settlement, the other Settling Parties shall be permitted to correct such public misstatement in their respective sole discretion. No such press release shall be made prior to Class Counsel moving for an order directing Notice to the Class.

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement in several counterpart originals as of the date set forth below.

Agreed to as of October 3rd 2025.

**SCHOOL DISTRICT COUNSEL, on
behalf of the Class Representatives:**


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SETTLING DEFENDANTS, by and through their counsel:

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Garrett Lynam, as Executor of the Estate of
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Illene Sackler Lefcourt

Kathe A. Sackler

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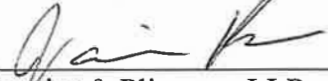
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Mortimer D.A. Sackler

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DR. RICHARD S. SACKLER, AS CO-EXECUTOR
OF THE ESTATE OF RAYMOND R. SACKLER

By: [in escrow as set forth in II.C.]

Milbank LLP

55 Hudson Yards

New York, NY 10001

*Attorneys for Dr. Richard S. Sackler, as Co-Executor
of the Estate of Raymond R. Sackler*

DAVID A. SACKLER, AS CO-EXECUTOR
OF THE ESTATE OF RAYMOND R. SACKLER

By: [in escrow as set forth in II.C.]

Milbank LLP

55 Hudson Yards

New York, NY 10001

*Attorneys for David A. Sackler, as Co-Executor
of the Estate of Raymond R. Sackler*

EXHIBIT A

PUBLIC SCHOOL DISTRICTS’ OPIOID RECOVERY TRUST

This PUBLIC SCHOOL DISTRICTS’ OPIOID RECOVERY TRUST dated February 6, 2024, implements certain terms of the *Modified Fourth Amended Joint Plan of Reorganization (with Technical Modifications) of Mallinckrodt plc and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, as may be further amended, confirmed by an order entered on March 2, 2022, by the United States Bankruptcy Court for the District of Delaware in bankruptcy proceedings jointly administered under Case No. 20-12522 (the “**Mallinckrodt Bankruptcy**”), as well as other possible future recoveries relating to litigation involving Purdue Pharma L.P., McKinsey & Co., Endo Health Solutions, Inc., and others, and is entered into by the Settlers, the Administrative Trustee, the Special Trustee, and the initial Districts’ Representatives, all of whom are identified on the signature pages hereto. Except as otherwise specifically provided herein, any reference in this agreement to the “Trustee” is to the Administrative Trustee and any other Co-Trustee serving, except for the Special Trustee.

STATEMENT OF PURPOSE

Certain public school districts, on behalf of public schools nationwide (the “**Public School Districts**”), engaged in separate and multiple litigation matters and settlement negotiations to obtain recovery of past and future costs, including special education costs, associated with educating students harmed as a result of the opioid epidemic. The Public School Districts have been awarded funds in the Mallinckrodt Bankruptcy and anticipate further recoveries from existing or future litigation matters and settlement negotiations (together, the “**Opioid Recovery Funds**”). The purpose of this Trust is to effect the global administration of the Opioid Recovery Funds for the benefit of the Public School Districts, with the intention that all funds received shall be commingled, invested and administered as a single fund in order to provide for a more efficient management, oversight, and distribution of such funds. Notwithstanding the foregoing, the Trustee will administer any Opioid Recovery Funds received in the above-referenced Mallinckrodt Bankruptcy, as well as any future recoveries received from any debtor or defendant, as the case may be, as separate and independent shares, with each share being allocated a proportionate share of the gains, losses, expenses and other such items, and in such other manner as is necessary to facilitate compliance with any court accounting or reporting obligations as to as particular share. All provisions of this agreement are to be construed in accordance with the stated purpose herein.

RECITALS

WHEREAS, the Public School Districts have engaged in, and in some cases continue to engage in, litigation and/or settlement negotiations involving certain manufacturers and distributors of opioids.

WHEREAS, some or all of these manufacturers and distributors of opioids have or intend to reorganize under Chapter 11 of the Bankruptcy Code.

WHEREAS, the plan of reorganization in the Mallinckrodt Bankruptcy (the “**Mallinckrodt Plan**”) provides, *inter alia*, for the payment of \$5 million to a fully independent trust called the “Public Schools’ Special Education Initiative Trust.”

WHEREAS, in substance, the Mallinckrodt Plan provides, in pertinent part, the following: (i) the trustee of the Public Schools’ Special Education Initiative Trust, to be selected by counsel for the Public School Districts (the “**Districts’ Representatives**”), will ideally have experience in both administration and education or services for at-risk youth, including those with pre-natal substance exposure; (ii) the trustee will establish and implement a grant process to provide educational support to qualifying Public School Districts to facilitate abatement; (iii) the trustee will publish the criteria on which awards will be based; and (iv) in making an award or determining whether to approve an application, the trustee will seek to maximize impact and to that end will consider certain factors as more particularly described herein, including, by way of example, targeting services to children under the age of eight (8).

WHEREAS, the Public School Districts anticipate the receipt of additional Opioid Recovery Funds, whether from existing or future litigation or settlements, with terms and purposes similar to those set forth in the Mallinckrodt Plan.

WHEREAS, the Parties believe it is in the best interests of the Public School Districts, and not inconsistent with the terms and purposes established in the Mallinckrodt Plan to administer the Opioid Recovery Funds received therefrom as a single trust, to include funds received from each debtor or defendant, as the case may be, as to any separate litigation matter and/or settlement negotiation, including but not limited to funds received in connection with the Mallinckrodt Plan and funds received from existing or future litigation or settlements, being held as a separate share as to the whole.

WHEREAS, accordingly, the Parties intend that each debtor or defendant, as the case may be, be deemed the “Settlor” with respect to the portion of the Opioid Recovery Funds contributed by such debtor or defendant, and which is administered as a separate share as to the whole.

WHEREAS, since the litigation involved herein is subject to multiple jurisdictions, the Parties wish to establish a single trust situs, namely the District of Columbia.

WHEREAS, the Districts’ Representatives, after consulting with the Public School Districts, have identified an individual, namely Andrés Alonso, Ed.D., with the necessary qualifications to develop and implement a grant process to effectuate the abatement of the harm caused by the opioid epidemic to the Public School Districts.

WHEREAS, the Districts’ Representatives, after consulting with the Public School Districts and Andrés Alonso, Ed.D., desire to bifurcate the duties of the trustee, specifically as to administration and distribution, so as to provide for an “Administrative Trustee” and a “Special Trustee” as described herein.

WHEREAS, the Parties desire to enter into this trust to confirm their agreements with respect to: (i) the creation of a valid trust under the laws of the District of Columbia, and under the laws of any state in which this trust is subsequently administered; (ii) the establishment, maintenance, investment, and disbursement of the Opioid Recovery Funds in accordance with the

Public Schools' Special Education Initiative set forth in Plans No. 1 and 2 (the "**Initiative**"); and (iii) certain other matters relating to the foregoing, as hereafter provided.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

AGREEMENT OF TRUST

1.1. Creation and Name. The Settlers hereby create a trust known as the PUBLIC SCHOOL DISTRICTS' OPIOID RECOVERY TRUST (the "**Opioid Recovery Trust**" or the "**Trust**"), for the benefit of the Public School Districts in accordance with the Initiative.

1.2. Initial Funding. The Trust will be initially funded with the proceeds received in the Mallinckrodt Bankruptcy in the amount of \$5,000,000 less reasonable attorneys' fees and costs, and incentive awards for certain school district claimants. The debtor(s) in the Mallinckrodt Bankruptcy shall collectively be deemed the "Settlor" as to the proceeds received therefrom.

1.3. Additions. Any person or entity, with the consent of the Trustees, may transfer additional property to this Trust, subject to the terms and conditions set forth herein.

1.4. Separate Shares. Each contributing person or entity shall be deemed the "Settlor" as to the portion of the Trust attributable to its contribution, with such portion identified as a separate share of the Trust and given a name that accurately describes the claim and/or settlement involved (e.g., the "MALLINCKRODT SHARE"). Upon any additional contribution to the Trust, the Trustee will redetermine each separate share's *pro rata* share of the whole. For purposes of calculating the separate shares, the Trustee will round to the nearest thousandth.

1.5. Common Fund. All property contributed to the Trust, regardless of Settlor, shall be commingled and invested as a single fund, with each separate share created thereby allocated a proportionate share of gains, losses, expenses, and other such items.

1.6. Qualified Settlement Fund. The Parties intend for this Trust to qualify as a "qualified settlement fund" ("**QSF**") within the meaning of Treas. Reg. § 1.468B-1 et seq. ("**QSF Regulations**"). Accordingly, the Parties will take such steps as are necessary to satisfy the requirements set forth therein, including, but not limited to, obtaining court approval. No provision in this agreement shall be construed or implemented in a manner that would cause the Opioid Recovery Trust to fail to qualify as a QSF within the meaning of the QSF Regulations.

ARTICLE II

PUBLIC SCHOOL DISTRICTS' REPRESENTATIVES

2.1. Districts' Representatives. As provided hereinabove, the Districts' Representatives are counsel for the Public School Districts, namely Lindsey McIntosh, Ricardo Adams, and Karl Kristoff. Except as specifically provided in this agreement, the function of the Districts'

Representatives is and shall be limited to the initial selection of the Administrative Trustee, the Special Trustee, and the PSDR Committee (as defined herein).

2.2. Committee of Public School Districts' Representatives. The Parties recognize the need for a representative body to protect the interests of the Public School Districts. To that end, the Districts' Representatives and the Special Trustee will identify and appoint an advisory committee—the Committee of Public School Districts' Representatives (the “**PSDR Committee**”)—to serve in such capacity. The PSDR Committee's primary function shall be to counsel, advise, and facilitate communication between the Public School Districts and the Special Trustee, to support the interests of the Public School Districts with regard to the Special Trustee's disbursement of the Opioid Recovery Funds, and to fill the necessary function of acting on behalf of the Public School Districts to ensure the effectiveness of the Special Trustee and the Trustee.

(a) ***Composition of Members.*** The PSDR Committee shall be comprised of between three and five persons, each of whom shall have experience in education or services for at-risk youth.

(b) ***Tenure of Members.***

(i) Each member of the PSDR Committee shall serve a term of three (3) years; provided, however, that the term of each initial member shall be a term of three (3) years, then two (2) years, then one (1) year and so on so that the terms of the initial members are staggered.

(ii) A member of the PSDR Committee may resign at any time by written notice to the other members of the PSDR Committee, the Special Trustee, and the Districts' Representatives. Such notice shall specify a date when such resignation shall take effect, which shall not be less than 90 days after the date such notice is given, when practicable.

(iii) A member of the PSDR Committee may be removed in the event he or she is unable to discharge his or her duties hereunder by reasons of incapacity, a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the PSDR Committee with the approval of the Special Trustee and the Districts' Representatives.

(c) ***Subsequent Composition.*** The Districts' Representatives and the Special Trustee shall select a successor member of the PSDR Committee when a member dies, retires, withdraws, or otherwise ceases to serve as a member; provided, however, that the Districts' Representatives and the Special Trustee may unanimously elect to decrease the required number of members so long as at least three (3) members are serving at all times. If a member ceases to serve prior to the expiration of his or her term for any reason, any successor member appointed in his or her place will serve the balance of such member's term.

2.3. Majority Vote. Decisions of the PSDR Committee shall be made by a majority vote of the members. In the event of a deadlock, the Special Trustee will cast the deciding vote.

2.4. Interaction with Trustees. Where provided in this agreement, the Trustee and/or Special Trustee shall consult with PSDR Committee and shall provide to PSDR Committee any information reasonably related to the administration of this Trust. The Special Trustee and the PSDR Committee shall meet at least twice annually.

2.5. Compensation and Reimbursement. Each member of the PSDR Committee shall be entitled to a \$1,000.00 annual honorarium for their service and duties under this Trust; provided, however, each member may decline to accept the honorarium for their service.

2.6. Procedure for Obtaining Committee Counsel and Advice. In the event the counsel and advice of the PSDR Committee is required hereunder, the Trustee and/or Special Trustee, as the case may be (the “**Requesting Trustee**”), will provide the PSDR Committee with written notice and with all information regarding the matter in question. The PSDR Committee will consider any request in good faith and will provide its advice and counsel in writing to the Requesting Trustee, no later than 30 days after the receipt of notice and information regarding such request. If no such advice and counsel is provided within 30 days, the PSDR Committee shall be deemed to have no objections to the course of action proposed by the Requesting Trustee. The Trustee and/or Special Trustee should provide the PSDR Committee with advance copies of any reports to be filed with the Court with sufficient time for the PSDR Committee to review such reports and seek clarification from and/or provide recommendations to the Trustee and/or Special Trustee.

ARTICLE III

SPECIAL TRUSTEE PROVISIONS

3.1. Authority of Special Trustee. The purpose of the Special Trustee is to separate decisions concerning the grant process from the other responsibilities of the Trustee. Accordingly, all powers and discretion with respect to the creation and implementation of the “grant process,” which is described herein, including any selection of awards related thereto, shall be exercised exclusively by the Special Trustee. Notwithstanding the foregoing, the Special Trustee may not exercise any power or discretion in favor of or for the benefit of the Special Trustee.

3.2. Interaction with Administrative Trustee. The Administrative Trustee shall make distributions related to the grant process, including payments of awards as provided herein, only at the written direction of the Special Trustee. The Administrative Trustee shall be entitled to rely on any such written direction submitted by the Special Trustee and shall have no obligation to inquire as to the sufficiency of the direction or whether the Special Trustee has complied with the Special Trustee’s obligations under this agreement.

3.3. Designation of Special Trustee. The initial Special Trustee will be Andrés Alonso. If the initial Special Trustee fails or ceases to serve, a successor Special Trustee will be appointed in accordance with the other provisions of this Article.

3.4. Grant Process.

(a) The Special Trustee will take such steps as are reasonable and necessary to develop, implement, and manage one or more grant programs to supplement and enhance the educational framework associated with educating students harmed by the opioid epidemic, which in turn will maximize the abatement of harm (the “**Grant Mission**”).

(b) The Special Trustee, in his or her discretion, will determine the parameters of any grant programs to effect the Grant Mission—provided the Special Trustee complies with the terms of Plans No. 1 and 2, as well as any applicable court orders related thereto and the terms of any such other litigation matters or settlement negotiations resulting in the addition of funds, as applicable—including, but not limited to the following:

(i) The Special Trustee will design the grant program so as to encourage Public School Districts to apply for funding where it can have the greatest impact, whether for classroom services, school-based behavioral and mental services, instructional innovations, or other school-based supports.

(ii) In developing the eligibility criteria, the Special Trustee will give priority consideration to any one or more of the following:

- (A) Public school districts (or consortia of public school districts) in areas hit the hardest by the opioid epidemic;
- (B) Poorly funded public school districts or public school districts with low per-pupil spending;
- (C) Targeting services to children under the age of eight (8);
- (D) Leveraging matching funds from other sources;
- (E) Sustainability planning;
- (F) Providing direct services to students; and
- (G) Innovative programing.

(iii) The Special Trustee will determine the application review process and the timeline for the same, which may include, in the Special Trustee’s discretion, enlisting a group of qualified individuals to manage and review grant applications and to select recipients.

(iv) Notwithstanding any provision herein to the contrary, any grants awarded must comply with the following:

- (A) Awards must be used to supplement, not supplant, other source(s) of funding.

(B) Awards must be used to extend and/or expand existing services or provide new services above and beyond what is already provided.

(C) Awards must be granted to maximize impact, based on the merits of the application as determined in accordance with the published guidelines of the grant program. Accordingly, the Special Trustee may provide for grants in various amounts as the Special Trustee determines appropriate, as long as each applicant is treated fairly, equitably and reasonably as to the whole and consistently as provided herein.

(v) The Special Trustee will determine a process by which to ensure grant compliance over the life of the grant.

(vi) The Special Trustee shall have ultimate responsibility for the grant process and grant substantive decisions. The PSDR Committee will have advice and counsel responsibilities, but no consent power, with regard to the grant process and grant substantive decisions, which is the sole responsibility of the Special Trustee; provided, however, that such responsibility and authority of the Special Trustee shall not be outside of parameters and set asides established by any court order.

3.5. Information. The Special Trustee will provide the Trustee with a quarterly report of receipts, expenditures, and distributions of any Opioid Recovery Funds. Upon the request of the PSDR Committee, the Special Trustee will provide such Committee with any information and/or reports reasonably related to the grant process that are necessary to effect the purposes of this agreement.

3.6. Compensation; Reimbursement. The Special Trustee is entitled to fair and reasonable compensation for services rendered. In addition to receiving compensation, the Special Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Special Trustee's duties under this Trust.

3.7. Appointment of Additional Special Trustee. If the Special Trustee is unable or unwilling to serve in this capacity for any reason, the PSDR Committee will appoint an individual as successor Special Trustee. Otherwise, the then-serving Trustee may petition a court of competent jurisdiction to appoint a successor Special Trustee to fill any vacancy. Any Special Trustee so appointed will ideally have experience in both administration and education or services for at-risk youth, including those with pre-natal substance exposure.

3.8. Resignation of Special Trustee. The Special Trustee may resign by giving written notice to the Trustee and the PSDR Committee. The notice of resignation shall specify the resignation's effective date, which date must be at least sixty (60) days after delivery of such notice, or earlier if otherwise agreed to by the Trustee and Special Trustee in writing.

3.9. Removal of Special Trustee. The Special Trustee may be removed by any court of competent jurisdiction or upon the conclusion of the operations of the Trust.

3.10. Operational Costs. The Parties acknowledge that the Special Trustee may incur various expenses to provide for effective management of the grant process. Accordingly, the Special Trustee will submit a budget proposal, in writing, outlining projected expenses, whether direct or indirect, to the PSDR Committee, which will advise on whether such expenses are recommended as allowable expenses in accordance with Plans No. 1 and 2, and any other bankruptcy plans, court orders or settlement agreements, as applicable.

3.11. Special Trustee's Employment of Professionals. The Special Trustee may, but is not required to, retain and/or consult counsel, accountants, auditors, experts, and such other parties as are necessary to carry out the duties of the Special Trustee set forth herein.

3.12. Limitations on Special Trustee Liability. Any individual that serves as Special Trustee will not incur any liability by reason of any error of judgment, mistake of law, or action or inaction of any kind in connection with the administration of this Trust, unless the Special Trustee's decision is shown by clear and convincing evidence to have been made in bad faith or with reckless indifference to the purposes of the Trust or the interests of the Public School Districts. Similarly, any individual that serves as Special Trustee will not incur any liability for any action, omission, or forbearance in connection with the administration of this Trust that was made in good faith reliance on information, consent, or directions received from the Trustee, except for cases of willful misconduct or reckless indifference on the Special Trustee's part.

3.13. Indemnification of Special Trustee. Any individual currently serving as a Special Trustee may expend any portion of the trust assets to defend any claim brought against the Special Trustee in connection with his or her administration of this Trust, including claims related to his or her good faith reliance on any information, consent, or directions received from the Trustee, unless the Special Trustee is shown to have acted in bad faith or with reckless indifference to the purposes of this Trust or the interests of the Public School Districts. Any individual or corporate fiduciary that formerly served as a Special Trustee is entitled to reimbursement from the trust estate for any expenses, including reimbursement for attorney's fees and litigation costs, reasonably incurred to defend any claim brought against the Special Trustee in connection with his or her administration of this Trust, including claims related to the Special Trustee's good faith reliance on any information, consent, or directions received from the Trustee, unless the Special Trustee is shown to have acted in bad faith or with reckless indifference to the purposes of this Trust or the interests of the Public School Districts.

ARTICLE IV

TRUSTEE PROVISIONS

4.1. Designation of Trustee. The initial Trustee of this trust is TRUIST BANK. If TRUIST BANK fails or ceases to serve as Trustee, a successor Trustee will be appointed in accordance with the other provisions of this Article IV.

4.2. Appointment of Additional Trustees. If there is no successor Trustee appointed or if no appointed successor is able and willing to act as Trustee, the PSDR Committee may appoint a successor Trustee with advice and counsel of the Special Trustee. Otherwise, the then-serving

Trustee may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy.

4.3. Rights and Obligations of Successor Trustees. Each successor Trustee serving under this instrument will have all the title, rights, powers, and privileges granted to the initial Trustee named under this instrument. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as to all discretionary and ministerial obligations and duties given to, the initial Trustee named under this instrument. No successor Trustee shall be liable personally for any act or omission of its predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of its predecessor Trustee.

4.4. No Bond. The Trustee is not required to furnish any bond for the faithful performance of the Trustee's duties unless required by a court of competent jurisdiction, and only if the court finds that such bond is needed to protect the Public School Districts' interests. No surety will be required on any bond required by any law or court rule, unless the court specifies its necessity.

4.5. Limitations on Trustee Liability. Any individual or corporate fiduciary that serves as Trustee will not incur any liability by reason of any error of judgment, mistake of law, or action or inaction of any kind in connection with the administration of this Trust, unless the Trustee's decision is shown by clear and convincing evidence to have been made in bad faith or with reckless indifference to the purposes of the Trust or the interests of the Public School Districts. Similarly, any individual or corporate fiduciary that serves as Trustee will not incur any liability for any action, omission, or forbearance in connection with the administration of this Trust that was made in good faith reliance on information, consent, or directions received from the Special Trustee, except for cases of willful misconduct or reckless indifference on the Trustee's part.

4.6. Indemnification of Trustee. Any individual or corporate fiduciary currently serving as a Trustee may expend any portion of the trust assets to defend any claim brought against the Trustee in connection with his or her administration of this Trust, including claims related to the Trustee's good faith reliance on any information, consent, or directions received from the Special Trustee, unless the Trustee is shown to have acted in bad faith or with reckless indifference to the purposes of this Trust or the interests of the Public School Districts. Any individual or corporate fiduciary that formerly served as a Trustee is entitled to reimbursement from the trust estate for any expenses, including reimbursement for attorney's fees and litigation costs, reasonably incurred to defend any claim brought against the Trustee in connection with his or her administration of this Trust, including claims related to the Trustee's good faith reliance on any information, consent, or directions received from the Special Trustee, unless the Trustee is shown to have acted in bad faith or with reckless indifference to the purposes of this Trust or the interests of the Public School Districts.

4.7. Trustee Compensation; Reimbursement for Expenses. Any individual serving as Trustee is entitled to fair and reasonable compensation for the services provided as Trustee. On the other hand, a corporate fiduciary serving as Trustee will be compensated in accordance with the corporate fiduciary's current published fee schedule. The current published fee schedule for TRUIST BANK is attached and made part of this Agreement as **Exhibit A**. A Trustee entitled to compensation may charge additional fees for services provided that are beyond the ordinary scope of duties, such as fees for legal services, tax return preparation, and corporate finance or investment

banking services. In addition to receiving compensation, a Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Trustee's duties under this trust.

4.8. Liability Insurance. The Trustee may purchase and maintain reasonable amounts and types of insurance on behalf of the Trustee and the Special Trustee against any liability arising from its status as Trustee or Special Trustee, as the case may be, upon request for such insurance. The cost of such liability insurance shall be a common expense of administration under this agreement and shall not be allocated to the expenses of the Special Trustee.

ARTICLE V

TRUSTEE POWERS AND ADMINISTRATION

5.1. Trustee Powers. Except as otherwise specifically provided hereunder, the Trustee may exercise the powers granted by this Trust without prior approval from any court, including those powers set forth under the laws of the District of Columbia or any other jurisdiction whose law applies to this Trust. The Trustee shall exercise the Trustee powers in the manner the Trustee determines to be in the best interests of the Public School Districts. The Trustee must not exercise any power reasonably inconsistent with the statement of purpose set forth in the preamble and the terms of the Initiative.

5.2. Specific Enumerated Powers. Without limiting the generality of Section 5.1 above, and except as limited herein or in the Initiative, the Trustee shall have the power to:

(i) Invest in any type of investment that the Trustee determines is consistent with the investment goals of the Trust, provided that the overall investment portfolio of the trust shall consist primarily of investments in institutional money market funds and/or U.S. Treasury instruments of 3-6 months duration;

(ii) enter into leasing and financing agreements with third parties to the extent such agreements are reasonable and necessary to effectuate the purposes of the Opioid Recovery Trust;

(iii) pay liabilities and expenses of the Opioid Recovery Trust;

(iv) establish such funds, reserves and accounts within the Opioid Recovery Trust estate as are required by applicable law and/or as the Trustee deems useful in carrying out the purposes of the Opioid Recovery Trust, subject to the limitations set forth herein;

(v) pay reasonable compensation to the Trustee's advisors, agents, consultants, employees and professionals, including legal, financial, accounting, investment, auditing, and forecasting professionals;

(vi) appoint such officers, hire such employees, and engage such advisors, agents, consultants, and professionals—including legal, financial, accounting, investment, auditing, and forecasting professionals—as the business of the Opioid Recovery Trust requires and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable, convenient or necessary in order to carry out the terms of the Opioid Recovery Trust;

(vii) execute and deliver such instruments as the Trustee deems proper in administering the Opioid Recovery Trust;

(viii) make, pursue (by litigation or otherwise), collect, compromise, settle or otherwise resolve in the name of the Opioid Recovery Trust, any claim, right, action or cause of action included in Opioid Recovery Funds or which may otherwise hereafter accrue in favor of the Opioid Recovery Trust, including, but not limited to, insurance recoveries, before any court of competent jurisdiction;

(ix) exercise any and all other rights and take any and all other actions as are permitted of the Trustee in accordance with the terms of this agreement and the Initiative.

5.3. Conflicts. The Trustee will act in accordance with the terms of this agreement and the Initiative. In the event that there is a conflict between this agreement and the Initiative, the terms of any court order with respect to the Initiative will control.

5.4. QSF. The Trustee shall be the “*administrator*” of the Opioid Recovery Trust within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations and shall (i) timely file such income tax and other returns and statements required to be filed in connection with the Opioid Recovery Trust; (ii) timely pay, out of the trust reserve, all taxes required to be paid by the Opioid Recovery Trust; (iii) comply with all applicable reporting and withholding obligations; (iv) satisfy all requirements necessary to qualify and maintain qualification of the Opioid Recovery Trust as a QSF within the meaning of the QSF Regulations; (v) take such acts as are required to comply with the QSF Regulations, consistent with the terms of this agreement and the Trustee’s role hereunder; and (vi) take no action that could cause the Opioid Recovery Trust to fail to qualify as a QSF within the meaning of the QSF Regulations. For the avoidance of doubt, even if permitted by the QSF Regulations, no election shall be filed by or on behalf of the Opioid Recovery Trust for the Opioid Recovery Trust to be treated as a grantor trust for federal income tax purposes.

5.5. Tax Requirements. The Trustee shall be responsible for all of the Opioid Recovery Trust’s tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Trustee shall also file (or cause to be filed) any statement, return or disclosure relating to the Opioid Recovery Trust that is required by any governmental unit and shall be responsible for payment, out of the Opioid Recovery Trust assets, of any taxes imposed on the Opioid Recovery Trust or its assets. The Trustee may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Opioid Recovery Trust for all taxable periods through the dissolution of the Opioid Recovery Trust.

5.6. Accounting. Except to the extent required by law, the Trustee is not required to file accountings in any jurisdiction. The Trustee shall provide the Special Trustee and the PSDR Committee with a quarterly trust accounting and any other information reasonably related to the trust administration, including any filings, court reports, and potential contextual or specific information relevant to the effective administration of the Trust.

5.7. Termination. Given the nature of the Trust, as well as the anticipation of further recoveries from existing or future litigation matters and settlement negotiations, the term of the Trust is unknown. Accordingly, this Trust will terminate upon the substantial completion of the

purposes for which the Trust was established, the determination of which shall be made by the Special Trustee and PSDR Committee; provided, however, that the Trustee may petition a court of competent jurisdiction for consent as to the same or for such direction as may be required.

ARTICLE VI

GENERAL PROVISIONS

6.1. Amendments. The Special Trustee, after consultation with the PSDR Committee, may modify or amend this agreement in any way required to ensure that this Trust continues to satisfy the uses and purposes for which this Trust was established, including (i) to alter the administrative and investment powers of the Trustee; (ii) to reflect tax or other legal changes that affect trust administration; (iii) to correct ambiguities, including scrivener errors, that might otherwise require court construction or reformation; and (iv) to comply with the Initiative. Any modification or amendment made pursuant to this Section 6.1 must be done in writing. Notwithstanding the foregoing, any such amendment shall not be valid if, as a result thereof: (i) it materially and adversely impacts the Public School Districts; (ii) the provisions of this Section 6.1 are changed, except to further restrict the amendment powers conferred under this agreement; (iii) it is exercised in favor of the Trustee and/or Special Trustee, for the Trustee's and/or Special Trustee's benefit, or for the benefit of any person to whom the Trustee and/or Special Trustee is related or subordinate within the meaning of Section 672(c) of the Internal Revenue Code; (iv) such change could disqualify the property as a QSF; or (v) such change is inconsistent with the Initiative.

6.2. Severability. Should any provision in this agreement be determined to be unenforceable, such determination shall in no way limit or affect the enforceability or operative effect of any and all other provisions of this agreement.

6.3. Notices. Any notices or other communications required or permitted hereunder to the Parties hereto shall be in writing and delivered to the addresses or e-mail addresses designated on **Exhibit B**, or to such other addresses or e-mail addresses as may hereafter be furnished in writing to each of the other Parties in compliance with the terms of this agreement. All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

6.4. Entire Agreement; No Waiver. The entire agreement of the Parties relating to the subject matter of this agreement is contained herein, and in the documents referred to herein (including Plans No. 1 and 2), and this agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude either a further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights under law or in equity.

6.5. Headings. The headings used in this agreement are inserted for convenience only and do not constitute a portion of this agreement, nor do the headings in any manner affect the construction of the provisions of this agreement.

6.6. Governing Law. The validity and construction of this agreement and all amendments hereto, and the rights of all Parties hereto and the effect of every provision hereof, shall be governed by, subject to, and construed in accordance with the laws of the District of Columbia, without regard to any conflicts of law provisions thereof that would purport to apply the law of any other jurisdiction.

6.7. Changing Trust Situs. The Trustee may change the situs of the administration of the trust and remove all or any part of the trust property from one jurisdiction to another. The Trustee may elect, by filing an instrument with the trust records, that the trust will then be construed, regulated, and governed by the new jurisdiction's laws. The Trustee may take action under this Section for any purpose the Trustee considers appropriate.

6.8. Counterpart Signatures. This agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by PDF transmitted by e-mail), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and delivered this Trust Agreement this 7th day of February, 2024.

SETTLOR(S):

By: 

Name: Mehri & Skalet, PLLC [Trust Account Holder]

Dated: 2/7/24

By: _____

SPECIAL TRUSTEE

Andres A. Alonso

Name: Andrés Alonso, Ed.D.

Dated: February 6, 2024

TRUSTEE

[TRUIST BANK]

By: 

Name: Laura D. Galaida

Title: vice President

Dated: 2/6/2024

EXHIBIT A



Foundations and Endowments Specialty Practice

INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES LIQUIDITY MANAGEMENT SCHEDULE OF FEES

The following annual Advisory Fee will apply to services typically provided with regard to a liquidity management (duration less than 1 year) investment advisory account that holds a diversified list of marketable securities, including but not limited to, the custody of securities, investment management, account administration, and periodic accounting statements.

MINIMUM ANNUAL ADVISORY FEE \$15,000

Fees Based on Market Value of Assets Held:

First \$ 5,000,000	0.10% (10 basis points) per year
Next \$ 20,000,000	0.08% (8 basis points) per year
Next \$ 50,000,000	0.06% (6 basis points) per year
Over \$ 75,000,000	0.04% (4 basis points) per year

The annual Advisory Fee will be charged on a monthly basis and will be calculated based on the average daily balance of the account.

Other Fees

- Accounts utilizing affiliated or unaffiliated sub-advisors, model portfolio services or investment managers are separately responsible for any such expenses incurred. Any such compensation paid to such service providers will not reduce compensation payable to Truist under its standard fee schedule or be applied toward Truist's minimum fee.
- Accounts invested in mutual funds, private investment funds, investment partnerships, common trust funds and similar pooled investment vehicles will incur their pro-rata share of expenses paid from the pooled investment vehicle.
- Truist outsources the filing of all securities class action claims to a third party vendor which is compensated with a contingency fee (presently 10%) paid from the awards it obtains for Truist accounts. Truist receives no additional compensation in connection with such securities class action awards, however, the use of a third party vendor to perform these services creates an additional expense for each applicable account which will not reduce compensation earned by Truist under this schedule and or reduce any applicable minimum fee. Current information regarding the amount of the applicable contingency fee paid in connection with securities class action claims can be obtained from your Truist Advisor.



Unless Truist services are terminated, the fees listed herein will be charged as of the effective date. Truist will treat continued use of the services described on this schedule as your agreement to and acceptance of this Schedule of Fees. Truist has the right to renegotiate fee schedules if the structure, size or complexity of the relationship changes substantially from initial estimates.

This Schedule of Fees may be changed from time to time after advance notice.

By execution of this Schedule of Fees by the designated authorized person, the obligation to pay such fees and expenses as set forth in this Schedule of Fees is hereby agreed to and accepted.

School Settlement Trust

Authorized Signature: _____

Date:



Disclosures

Truist Bank ("TB") and its affiliates and the directors, officers, employees and agents of Truist Bank and its affiliates (collectively "Truist") are not permitted to give legal or tax advice. While Truist can assist clients in the areas of estate and financial planning, only an attorney can draft legal documents, provide legal services and give legal advice. Clients of Truist should consult with their legal and tax advisors prior to entering into any financial transaction or estate plan. Because it cannot provide legal services or give legal advice, Truist's services or advice relating to "estate planning" are limited to (i) financial planning, multi-generational wealth planning, investment strategy, (ii) management of trust assets, investment management and trust administration, and (iii) working with the client's legal and tax advisors in the implementation of an estate plan.

Sweep Vehicles. TB may receive compensation in exchange for administrative services that it provides to various money market mutual funds which may be held in your Truist Wealth account. This compensation is paid to TB either directly from the mutual fund or its affiliates or through TB's Clearing Broker, SEI Private Trust Company, and will not reduce compensation TB is entitled to receive from this account under this Schedule of Fees.

Federated Hermes; Dreyfus BNY Mellon; and JPMorgan Chase and/or their respective affiliates have engaged TB to provide shareholder and administrative services to trust and investment agency accounts invested in money market mutual funds offered by these firms, except for managed individual retirement accounts and qualified retirement plan accounts subject to ERISA requirements. The compensation TB will receive from these firms in connection with such services varies by mutual fund and ranges, on an annual basis, from 0.0% to 0.10% of the amount invested. In the case of custodial, directed trustee and escrow accounts established with and administered by TB, compensation paid to TB in connection with investments in money market mutual funds selected by its clients, administrative and shareholder service fees (including Rule 12b-1 fees) may range, on an annual basis, from 0.00% to 0.35%. The fees paid by such mutual funds for shareholder and administrative services are more fully described in each mutual funds prospectus and the statement of additional information, copies of which may be obtained from your TB representative. Such fees are expenses of the mutual funds which reduce shareholder returns by a like amount.

TB receives financial benefits in the form of interest rate spread earnings in connection with all deposits and investments made in any TB deposit account, including cash sweep accounts in which your Trust Wealth Account's cash balances may be deposited. Such earnings are derived from the difference, or "spread", between the interest rate and other costs TB pays on amounts deposited, and the interest income and other benefits TB earns when it makes loans or invests the deposited funds in the ordinary course of its banking business.

Sterling Capital Management Mutual Funds and Investment Advisory Services Provided by Affiliates. Services and products featured herein may include services and investment products offered by companies affiliated with TB and its corporate parent, Truist Financial Corporation ("TFC"). Examples of affiliated products include Sterling Capital Management, LLC ("Sterling") Sterling Capital Funds and investment advisory, separate account management and sub-advisory services provided by Sterling and Truist Advisory Services, Inc. Compensation paid to such affiliates for services and products is retained by such affiliates and, except, in the case of managed individual retirement accounts and qualified retirement plan accounts subject to ERISA requirements, is not credited to customer accounts and does not reduce or offset the account level compensation earned by TB for fiduciary, agency, custodial and similar services described in this statement. As a result, the TFC enterprise, as a whole, receives more compensation when such products and services are selected than would otherwise be received if a non-affiliated service or product was used. When TB offers any service or product to a client, TB uses the same investment process to evaluate both affiliated and non-affiliated services and products. TB expresses no opinion on the use of TFC affiliated services and products when it does not provide investment advice or exercise investment discretion with respect to an account and instead the client selects such services and products in a client-directed account, such as a self-directed IRA, custodial, escrow, directed trustee or similar relationship. The investment management compensation earned by Sterling in connection with investments in the Sterling Capital Funds ranges, on an annual basis, from 00.08% to 00.85% of the amount invested and is more fully described in each mutual fund's prospectus and the statement of additional information, copies of which may be obtained from your TB representative or at <https://sterlingcapital.com/strategies/mutual-funds>. Fees paid to Sterling are expenses of the mutual funds which reduce shareholder returns by a like amount.

Notice Regarding Fiduciary Relationships. TB and its affiliates do not accept fiduciary responsibility for all banking and investment account types offered. Please consult with your TB representative to determine whether TB and its affiliates have agreed to accept fiduciary responsibility for your account(s) and you have completed the documentation necessary to establish a fiduciary relationship with TB or an affiliate. Additional information regarding account types and important disclosures may be found at www.TB.com/investmentinfo.

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Truist Wealth. Truist Wealth is a marketing name used by TB, Truist Delaware Trust Company, Truist Investment Services, Inc. and Truist Advisory Services, Inc. which are each affiliates of TFC. Banking and trust products and services, including investment management products and services, are provided by TB and Truist Delaware Trust Company. Investment advisory services are offered by Truist Advisory Services, Inc., an investment adviser registered with the U.S. Securities and Exchange Commission (SEC). Securities and insurance (including annuities) are offered by Truist Investment Services, Inc., a SEC registered broker-dealer, member FINRA, SIPC, and a licensed insurance agency.

Trust, Investment Agency, Directed Trust, Custodial, Escrow Accounts offered by Truist Bank and Investment Advisory Brokerage, Insurance and Mutual Fund Products offered by TB's Affiliates:

- Are not FDIC or any other Government Agency Insured • Are not Bank Guaranteed • May Lose Value



Foundations and Endowments Specialty Practice

INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES LIQUIDITY MANAGEMENT ADDENDUM FOR TRUSTEE, FUND ACCOUNTING, TAX SERVICES

SCHEDULE OF FEES

The following other services will be provided, and associated fees will be charged, if any, as indicated by a checked box below:

☒ **Trustee Services:**

An additional 0.10% (10 basis points) per year will be charged on the market value of all assets held when Truist Bank is asked to serve as Trustee.

☒ **Fund Accounting** - For the preparation of dollar weighted fund accounting reports:

☒ Standard format: \$2,400 Annual Fee (Monthly or Quarterly Report)

☐ Custom format:

☒ **Tax Services:**

Fees for tax services, including the preparation of tax returns, will be charged separately in accordance with Truist Bank's published schedule of rates for such services in effect at the time such services are rendered (see enclosed Preparation of Tax Returns Schedule of Fees).

School Settlement Trust

Authorized Signature: _____

Date:



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Foundations and Endowments Specialty Practice

PREPARATION OF TAX RETURNS - SCHEDULE OF FEES

Charitable Remainder Trust (CRUT, CRAT)	\$500.00 (Forms 1041A, 5227 and K-1)
Charitable Lead Trust (CLUT, CLAT)	\$500.00 (Forms 1041A and K-1)
Grantor Trust Return	\$300.00 (Forms 1041 and K-1)
Simple / Complex Trust	\$300.00
Tax Worksheet/1099 Statement Only <i>(does not include 1099-NEC, which is no charge when applicable)</i>	\$300.00
Charitable Gift Annuity	No Charge (Form 1099R per gift annuitant)
Pooled Income Fund	\$600.00 (Forms 1041, 1041A, 5227 and K-1)
Non-Trust, Non-Resident Alien (NRA) withholdings	\$500.00 (Form 1042)
Form 990	\$1,500.00
Form 990PF	\$2,500.00
Form 1120-SF	\$3,500 for Initial Year; \$2500 Annually thereafter

These fees will be charged on an annual basis and include fees for the preparation and filing of appropriate fiduciary tax returns, and the preparation and mailing of tax information to income beneficiaries (donors). Fees for the preparation of tax returns involving complex tax issues and additional reporting requirements will be negotiated prior to the rendering of such services.

School Settlement Trust

By execution of this Schedule of Fees by the designated authorized person, the obligation to pay such fees and expenses as set forth in this Schedule of Fees is hereby agreed to and accepted.

Authorized Signature: _____ Date: _____



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EXHIBIT B

Points of Contact

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AndresAAlonso@outlook.com

EXHIBIT B

**Settlement in School District
National Prescription Opiate Litigation -
Against Sackler Family Members who are Former Directors of Purdue Pharma**

A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

Why you are receiving this document.

You are receiving this document to notify you *about a proposed Settlement of a class action lawsuit* brought on behalf of approximately 2,500 school districts nationwide. You are receiving this notice because your school district may be one of those approximately 2,500 school districts—and therefore a beneficiary of the Settlement. The Marshall and Wetzel County Boards have filed suit in their own names in federal court in West Virginia. But they have asked to proceed on behalf of approximately 2,500 other similarly situated school districts across the country, too. Your school district is a part of the proposed “class” in this class action if: (a) your district has an enrollment of more than 5,000 students, (b) your district has itself filed an opioid-related lawsuit, or (c) your district has filed a claim as a creditor in the bankruptcy of Purdue Pharma L.P. (“Purdue Pharma”).

Alleged Facts and Claims.

This lawsuit alleges claims against members of the Sackler family who previously served on the board of Purdue Pharma (“Former Director Sacklers” or the “Defendants”). The gist of this lawsuit—the core allegations on which the Marshall and Wetzel County Boards base their class action claims—can be summarized as follows:

- (a) For the last decade at least, the job of public school districts in this country has been made substantially more difficult—and more expensive—by the toll that the opioid crisis has exacted on their students;
- (b) Because they were primary architects behind deceptively marketing and turbocharging opioid sales, Sackler family members bear significant responsibility for the burdens that the opioid crisis has placed on school budgets; and
- (c) The harms visited on public schools include the added burdens on already strained school budgets to address:
 - (1) *The needs of students exposed to opioids before birth.* Because of their exposure to opioids before birth, these students disproportionately need special education services. Often, they need these services from kindergarten through 12th grade. And these specialized and legally mandated services roughly double the cost of their education;
 - (2) *The needs of students traumatized by parents’, caretakers’, siblings’, and other family members’ struggles with, and sometimes deaths from, opioid use disorders; and*
 - (3) *The needs of students themselves struggling with their own opioid use disorders.*

Public school districts assert, and Claim money damages for, the harms described above.

The Defendants dispute many of the factual allegations in the lawsuit and deny legal responsibility for the harm alleged. The Defendants assert both factual and legal defenses to school districts’ claims.

Context.

The proposed Settlement described in this notice is one chapter in what has been drawn-out litigation in several courts at several levels, in an effort to resolve claims not just by school districts but also by a host of other parties (including States, municipalities, and hospitals, among others) against both Purdue Pharma and the Sacklers (related to their ownership interests in Purdue Pharma). You may have read in the news about some of the events leading up to the current proposed Settlement. To summarize:

1. Four years ago (in 2021), a U.S. Bankruptcy Court approved a bankruptcy plan for Purdue Pharma. But that plan was overturned by the United States Supreme Court in the summer of 2024.
2. Following the Supreme Court's ruling, interested parties, including Plaintiffs (on behalf of a putative class of school districts) returned to the bargaining table to reach new agreements with Purdue Pharma and members of the Sackler family that would be consistent with the Supreme Court's ruling regarding the type of releases that can be imposed through a bankruptcy.
3. After months of negotiations and with the help of court-appointed mediators, Plaintiffs negotiated this proposed class action Settlement to resolve claims by school districts against certain members of the Sackler family in exchange for up to \$26,776,216.55, subject to the terms set forth in the Proposed Class Action Settlement Agreement.¹

How the Settlement Amount will be distributed.

Under the terms of the proposed Settlement here, the settlement amount of up to \$26.8 million will be paid into a trust – the Public School Trust (“Trust”). The Trust already holds additional amounts from other settlements and resolutions that school districts have previously reached with other opioid industry defendants (including McKinsey & Co., Mallinckrodt and Endo; \$23 million, \$5 million and \$3 million, respectively). The Trust has been established to serve as the custodian for funds collected from opioid defendants and, with those funds (net of fees and expenses), to make grants to school districts for projects to abate and mitigate the effects of the opioid crisis in public schools. The Trust has invited funding proposals from public school districts nationwide. Only Class Member school districts will be eligible to apply for and receive grants from the trust from the Sackler settlement. **But under the Settlement, no school district is guaranteed any settlement funds: the Trust will not distribute Trust funds on a pro rata or proportional basis.**

The Trust is administered by an independent Special Trustee with subject matter expertise, Dr. Andrés Alonso, the former deputy chancellor of the New York City Public School System and Chief Executive Officer of the Baltimore City Public School System; and by a bank trustee, Truist Bank, which handles administrative duties. Dr. Alonso will solicit and review requests for funding from school districts and, based on published criteria, select proposals for the Trust to fund.

Who pays the lawyers for their work?

For their work in securing this Settlement, School District Class Counsel will seek an order from the court for attorneys' fees equal to approximately \$6.7 million (25% of the recovery), plus reimbursement of costs and expenses totaling no more than \$100,000. Class counsel will also ask the Court to approve service awards of up to \$10,000, for each of the two West Virginia school districts that have spearheaded this litigation: Marshall County and Wetzel County. Amounts approved by the Court for attorneys' fees, reimbursement of counsel's costs, and service awards will be deducted from the gross Settlement Amount, with the balance deposited in the Public School Trust. Pursuant to the bankruptcy plan, the lawyers on the Plaintiff's Executive Committee from the Multidistrict Opioid Litigation in Cleveland, Ohio, known as MDL 2804, will receive 5% of the total recovery (approximately up to \$1,340,000), which will come out of the share awarded to Class Counsel, effectively capping the award to class counsel at 20% and preventing dilution of the benefit for the Trust and class members by this assessment.

¹ Plaintiffs have also negotiated a separate proposed agreement to resolve claims against Purdue Pharma for \$13.8 million that is subject to approval by the bankruptcy court.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.
QUESTIONS? Go to www.SacklerSchoolDistrictOpioidSettlement.com or call 1-866-961-5451*

This notice summarizes the proposed Settlement. For the precise terms of the Settlement, you can see the Settlement Agreement at www.SacklerSchoolDistrictOpioidSettlement.com, contact class counsel by emailing info@schooldistrictopioidrecoverygrants.com, or at 1-866-961-5451. You may access the Court docket in this case, either through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, for a fee, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of West Virginia, [insert Court location here], between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO ASK ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

For more information about the Public School Trust, which will administer funds provided by this Settlement, please see www.SacklerSchoolDistrictOpioidSettlement.com.

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What This Notice Contains

PAGE

BASIC INFORMATION 5

1. What options does my school district have?

CLASS MEMBERSHIP 5

2. Is my school district included in the Settlement?

GRANT-MAKING PROCESS..... 5

3. How much can my school district get in this Settlement?
4. How will the Trust work, and how can my school district apply for funds from the Trust?
5. When will trust awards be made?

UNDERSTANDING THE CLASS ACTION PROCESS 7

6. Why am I getting this Notice?
7. What is a class action?
8. What am I giving up in exchange for receiving the Settlement benefits?
9. What are my school district's potential legal claims and remedies in this class action?
10. Can my school district get out of the Settlement?
11. If my school district does not exclude itself, can my school district sue the Defendants for the same thing later?
12. If my school district excludes itself, can my school district still get full benefits from the Settlement?
13. If my school district opts out and pursues its own case, could it get a larger recovery?
14. Does my district have a lawyer in the case?
15. I've received solicitation letters from attorneys. Does my school district need to hire its own attorney to get money from the Settlement?
16. How will Class Counsel be paid? How much will these lawyers be paid?
17. How do I tell the Court if my school district does not like the Settlement?
18. What is the difference between objecting to the Settlement and opting out?
19. When and where will the Court decide whether to approve the Settlement?
20. Does my school district have to attend the hearing?
21. May my school district speak at the hearing?

Getting More Information 12

22. How can my school district get more information?

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BASIC INFORMATION

1. What options does my school district have?

YOUR SCHOOL DISTRICT'S LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
APPLY FOR FUNDS FROM THE PUBLIC SCHOOL DISTRICT OPIOID RECOVERY TRUST	To apply for compensation from this Settlement, you must submit a request and proposal for funding to the Public School Trust. Please refer to Question 4 and please see www.SacklerSchoolDistrictOpioidSettlement.com for more information about how to submit a valid grant proposal.
REQUEST EXCLUSION	To exclude your school district from this Settlement, you must submit a request to exclude (or "opt out") your school district from the Settlement by no later than [REDACTED]. If you do that, your district will not be eligible to apply for grants from the Public School Trust under this Settlement, but you will preserve your school district's rights to sue the Defendants over the claims being resolved by this Settlement.
OBJECT	If you are dissatisfied with the Settlement, you can write to the Court explaining what you dislike about it. If you object to the Settlement, you are expressing your views about the Settlement, but by objecting rather than excluding your district, your district remains a member of the Settlement Class (if otherwise eligible) and, as part of the Settlement, will release the claims covered by this Settlement. If you object, you must submit a written objection by [REDACTED]. Please refer to Question 18. Objecting does not disqualify your district from participating in the Settlement. But if your school district wants to be considered for a grant of funds from the Settlement, you must submit a request for funding. Please refer to Question 4 for more information.
GO TO A HEARING	If you object to the Settlement as described above, you may also ask to speak in Court about the fairness of the Settlement.

CLASS MEMBERSHIP

2. Is my school district included in the Settlement?

The Settlement Class consists of elementary, middle, and/or secondary public school districts in the United States (a) with enrollments of more than 5,000 students, or (b) that have themselves filed an opioid-related lawsuit, or (c) filed a claim as a creditor in Purdue Pharma L.P.'s bankruptcy.

SECTION 1.02 GRANT MAKING PROCESS

3. How much can my school district get in this Settlement?

Under the Settlement, Class Members are eligible to apply to the Public School Trust for funds to help abate or mitigate the opioid crisis in their school district. Grant amounts have yet to be determined and will depend

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on the number of grant proposals received and then selected by the Special Trustee for awards. **Under the Settlement, no school district is guaranteed any Settlement funds. The Trust will not distribute Settlement funds on a pro rata or proportional basis.**

4. How will the Trust work, and how can my school district apply for funds from the Trust?

Details about how to apply for an award from the Trust and about the structure and purposes of the Trust are available at www.SacklerSchoolDistrictOpioidSettlement.com. The Trust will be administered by Dr. Andrés Alonso, former deputy chancellor of the New York City Public School System and Chief Executive Officer of the Baltimore City Public School System.

Dr. Alonso will solicit and review funding proposals from school districts nationwide. From among the proposals received, he will make grants to a limited number of school districts with the intent of directing the Settlement money where it will likely have the greatest impact. Consistent with that purpose, Dr. Alonso will give priority, for example, to:

- (a) Applications for funding from public school districts (or consortia of districts) in areas most affected by the opioid crisis.
- (b) Applications from underfunded school districts or school districts with low per-pupil spending.
- (c) Applications that target services to children under the age of 8, where the potential gains are likely to be the highest.
- (d) Applications showing that funds received will be used to leverage matching funds from other sources, increasing their impact.
- (e) Applications showing how programs funded by the grant will become self-sustaining once the grant money has been spent.
- (f) Applications for projects that are innovative or designed to be replicated elsewhere.

Under the terms of the Trust, trust funds must be used for direct services or innovative projects that benefit students. Settlement funds will not be available to support research. Uses that align with the abatement and mitigation goals and the criteria identified above might include:

- Grants for direct services, including to hire special education teachers, behavior specialists, counselors, social workers, reading coaches, or occupational, mental health, or physical therapists;
- Grants for multi-disciplinary programs, such as partnerships between public school districts and medical or social services providers; or
- Grants for projects, with nationwide applicability, for training and developing staff to provide special education or multi-disciplinary services to abate and mitigate the effects of the opioid epidemic in schools.

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The Trust will also be funded by amounts collected from other opioid defendants in other cases, from which school districts have received or expect to receive additional recoveries, including litigation against McKinsey & Co. and the Mallinckrodt, Endo, and Purdue bankruptcies, for \$23 million, \$5 million, \$3 million, and 13.8 million, respectively. The McKinsey, Mallinckrodt and Endo recoveries are secured. This number could grow with other recoveries from other opioid defendants.

5. When will trust awards be made?

Currently, it is expected that the Trust will begin awarding grants in 2027 with money provided by the Former Sackler Director Defendants as part of this Settlement. Grants awarded with money provided by Purdue Pharma will begin at the same time. Grants awarded with money collected from settlements with McKinsey, Mallinckrodt, and Endo have already been made and are continuing to be made.

SECTION 1.03 UNDERSTANDING THE CLASS ACTION PROCESS

6. Why am I getting this Notice?

You are receiving this Notice because your school district is likely a member of the Class. The Court in charge of this case authorized this Notice because Class Members have a right to know about the proposed Settlement of this lawsuit and to understand all their options before the Court decides whether to approve the Settlement. This Notice summarizes the Settlement and explains Class Members' legal rights and options under the Settlement.

Judge John P. Bailey of the United States District Court for the Northern District of West Virginia is in charge of this case. The case is known as Marshall County Board of Education et al v. Sackler et al (Case No.: 5:25-cv-00228-JPB) The public school districts who sued are called the "Plaintiffs." The "Defendants" are members of the Sackler family who previously served on the board of Purdue Pharma L.P.

7. What is a class action?

A class action is a representative lawsuit. One or more plaintiffs (who are also called "class representatives") sue on behalf of themselves and all others with similar claims who are not named but are described in the class definition and are called "class members" (in this case, other school districts). When a class action is settled, the court resolves the issues in the lawsuit for all class members, except those who request to be excluded from (or "opt out" of) the class. Opting out means that your school district will not receive benefits under the Settlement. The opt out process is described in Question 10 of this Notice.

8. What is my school district giving up in exchange for receiving the Settlement benefits?

In exchange for participating in the Settlement, which makes your school district eligible to apply for a grant from the Trust, your district will give up its right to sue the Released Parties (the Defendants and certain of their associates) for the claims released in the Settlement. (See Question 9 below). The Settlement does not affect claims against other opioid defendants.

Section IX of the Settlement Agreement contains the complete text and details of what Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The full text of the Settlement Agreement is available at www.SacklerSchoolDistrictOpioidSettlement.com. If you have any questions, you may talk to the law firms listed in Question 17 for free, or your own lawyer at your own expense.

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9. What are my school district's potential legal claims and remedies in this class action?

There are many claims for relief in this class action, including some claims that seek treble or punitive damages. The claims, including for violation of RICO and for common law public nuisance, negligence, failure to warn, violation of statutory duties, civil conspiracy, and aiding and abetting start at paragraph 40 of the Complaint, which was filed on October 6, 2025, in the Northern District of West Virginia, and is entry # 1 of the electronic docket on PACER. The Complaint can also be found on the Settlement Website at www.SacklerSchoolDistrictOpioidSettlement.com under the "Documents" section. If you have any questions about the claims and remedies in the class action, you may talk to the law firms listed in Question 17 for free, or you may talk to your own lawyer at your own expense.

10. Can my school district get out of the Settlement?

If your school district does not want to be eligible to apply for a grant from the Trust, and your district wants to retain the right to sue the Released Parties for claims arising out of or related to this case, then you must remove your district from the Settlement. You may do this by asking to be excluded from—sometimes called "opting out" of—the Settlement. To do so, you must mail or email a letter or other written documents to the Court-appointed Notice and Claims Administrator. Your request must include:

- Your district's name, address, and telephone number.
- A statement that "I wish to exclude [insert the name of you school district] from the Class in the School District Opioid Litigation against the Former Director Sacklers, *Marshall County Board of Educaiton et al v. Sackler et al*, Case No. 5:25-cv-00228-JPB and
- The printed name and signature of the school district superintendent or other person authorized to sign on behalf of the school district, showing the date signed, and accompanied by a further signed statement that "*I, the person signing this statement, warrant that I have legal authority to bind [insert name of school district].*" (Electronic signatures, including Docusign, are invalid and will not be considered personal signatures).

Your exclusion request must be **postmarked or emailed** no later than [REDACTED]. If emailing, email your exclusion request to info@schooldistrictopioidrecoverygrants.com. If using a postal service, mail your exclusion to School District Purdue Opioid Notice and Claims Administrator, PO Box 3637, Baton Rouge, LA 70821.

11. If my school district does not exclude itself, can my district sue the Defendants for the same thing later?

No. Unless your school district excludes itself, your district gives up the right to sue the Defendants for all the claims that the Settlement resolves.

12. If my school district excludes itself, can my district still get full benefits from the Settlement?

No. If your school district excludes itself, your district will not be eligible to apply to the Trust for a grant from money provided by the Sackler Former Director Defendants. Your district may still apply to the Trust for an award payable from funds provided to the Trust by settlements with other opioid defendants (such as McKinsey, Purdue, Endo, and Mallinckrodt).

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13. If my district opts out and pursues its own case, could it get a larger recovery?

The law of most states provides for various remedies if a claim is proved at trial and upheld on appeal. None of these can be predicted with certainty, and all take more time. The Settlement is designed to provide benefits that are not subject to the delay and risk of a trial and appeals.

14. Does my school district have a lawyer in the case?

Yes. The Court has appointed Class Counsel to prosecute all school district claims pending before Judge John P. Bailey in Marshall County Board of Education et al v. Sackler et al, Case No. 5:25-cv-00228-JPB. These counsels are: Mehri & Skalet, PLLC. They can be contacted in that capacity at no charge to you at: 202.822.5100.

15. I've received solicitation letters from attorneys. Does my school district need to hire its own attorney to get money from the Settlement?

No. Class Counsel will represent you for purposes of this Settlement at no charge to you. Any attorneys' fees and costs awarded to Class Counsel by the Court will be paid from the Trust. Please note, however, if your district has been or is represented by its own lawyer, any money you may owe to that lawyer will not be covered by this Settlement. If your district wants to be represented by its own lawyer, you may hire one at your own expense. Your district might receive less money overall if you choose to hire your own lawyer to litigate against the Defendants rather than participate in this Settlement.

16. How will Class Counsel be paid? How much will these lawyers be paid?

Any attorneys' fees and costs awarded to Class Counsel by the Court will be paid from the Public School Trust

Defendants will pay reasonable attorneys' fees and costs to Class Counsel as determined by the Court. Class Counsel will ask the Court to award (25% or approximately \$6.7 million as attorneys' fees for School District Counsel and to reimburse them for their costs estimated to be no more than \$100,000). They will file that request with the court on [REDACTED]. That document will be available on the Settlement Website shortly after it is filed and will describe the methodology and rationale behind Class Counsel's request. Class Members can comment on or object to this request, as explained further in Question 17. The Court must approve any attorneys' fees and costs before they are paid.

Defendants will not pay attorneys' fees and costs to any attorneys other than Class Counsel and attorneys working under Class Counsel's direction. If your district has hired or chooses to hire attorneys that have not been appointed as Class Counsel, you may incur additional charges, according to your agreement with your personally-retained attorneys. No attorneys other than Class Counsel or other attorneys authorized by Class Counsel to perform work in connection with this Action will receive fees or expenses from Defendants under this Class Action Agreement or any fee-shifting statute.

17. How do I tell the Court if my school district doesn't like the Settlement?

If you do not exclude your school district from the Settlement, you may object to it. The Court will consider your views. By filing an Objection, you can ask the Court not to approve the Settlement. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court does not approve the Settlement, no Settlement payments will be sent out, and the lawsuit will continue. If that is what

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you want to happen, you should object. To comment on or object to the Settlement or Class Counsel's request for attorneys' fees and costs, you or your attorney must submit a written Objection to the Court, which must include the following information:

- Your name, address and telephone number;
- A statement saying that your school district is "objecting to the School District Opioid Litigation Class Action Settlement with the Sacklers in [REDACTED], Case No. [REDACTED]," or substantially similar clear and unambiguous language.
- The specific reasons why your district is objecting to the Settlement, along with any supporting materials, including any legal and evidentiary support you wish to bring to the Court's attention;
- A statement that specifying whether your district's objection applies only to your district, to a subsection of the Class, or to the entire Class;
- A statement that you have reviewed the Class definition and have not opted your school district out of the Class;
- A list of all class actions in which your district and its counsel have previously objected;
- Whether your district intends to appear at the Fairness Hearing through counsel and, if so, the identity of all attorneys who will appear for the district at the Fairness Hearing;
- A statement that your district submits to the jurisdiction of the Court with respect to (a) the Objection or request to be heard and (b) the subject matter of the Settlement, including but not limited to enforcement of the terms of the Settlement; and
- Your signature and the date.

If you object through your own lawyer (hired at your own expense), your lawyer must comply with additional requirements contained in Section [REDACTED] of the Class Action Settlement.

In addition, if you intend to appear at the final approval hearing (the "Fairness Hearing"), you must submit a written notice of your intent (*see* Questions 20 and 21 below).

You must mail your Objection to all the addresses below, postmarked by [REDACTED]:

Court	Class Counsel	Defense Counsel
PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO ASK ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.	Cyrus Mehri Mehri & Skalet, PLLC 2000 K Street NW, Suite 325 Washington, DC 20006	Garrett Lynam Kokino LLC 201 Tressor Boulevard, 3rd Floor Stamford, CT 06901
	John W. Barrett Bailey Glasser, LLP 209 Capitol Street Charleston, WV 25301	Frank S. Vellucci Summer Road LLC 207 6th Street West Palm Beach, FL 33401
		Leslie J. Schreyer Norton Rose Fulbright US LLP 1301 Avenue of the Americas New York, NY 10019-6022 Jonathan G. White Inprendra Limited

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		2nd Floor, Eaton House 9 Seaton Place St Helier, Jersey JE2 3QL <i>with a copy (which shall not constitute notice) to:</i> Milbank LLP 55 Hudson Yards New York, NY 10001 email: rkennedy@milbank.com <i>and</i> Debevoise & Plimpton LLP 66 Hudson Boulevard New York, NY 10001 email: jball@debevoise.com

18. What is the difference between objecting to the Settlement and opting out?

You can object only if you do not opt out of the Class. Opting out is telling the Court that you do not want your school district to be part of the Settlement, and your district does not want to receive any payment from the Settlement. If you opt out, you have no basis to object to the Settlement by telling the Court you do not like something about it because the case no longer affects you.

If you object to the Settlement, you are expressing your views about the Settlement but remain a member of the Class (if you are otherwise eligible). If you make an objection, you must still submit a Claim in order to receive compensation under the Class Action Settlement.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on [REDACTED], at the United States District Court for the Northern District of West Virginia, located at the United States Courthouse, [REDACTED], before determining whether to approve the Settlement and Class Counsel's request for attorneys' fees and costs. The hearing may be moved to a different date or time without additional notice, so it is good to check www.SacklerSchoolDistrictOpioidSettlement.com or call 1-866-961-5451. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement and Class Counsel's request for attorneys' fees and costs. We do not know how long that decision will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to attend at your own expense. If you timely file an Objection, you do not have to come to Court to talk about it. As long as you submitted your written Objection on time, the Court will consider it. You also may have your own lawyer attend at your expense, but it is not necessary.

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21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to permit you to speak. To do so, you must file with the Court a written notice of your intent to appear. Be sure to include your name, address, telephone number, and your signature. Your notice of intention to appear must be filed or postmarked no later than [REDACTED] and must also be sent to all the addresses listed in Question 17.

SECTION 1.04 GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy this Notice, the Settlement Agreement, and other documents at www.SacklerSchoolDistrictOpioidSettlement.com. You also may write with questions to School District Purdue Opioid Notice and Claims Administrator, PO Box 3637, Baton Rouge, LA 70821 or call 1-866-961-5451.

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QUESTIONS? Go to www.SacklerSchoolDistrictOpioidSettlement.com or call 1-866-961-5451*

EXHIBIT C

As Part of a Class Action Settlement, Your School District May be Eligible to Apply for Funding to Abate or Mitigate the Effects of the Opioid Crisis in your District

A federal court authorized this Notice.

You are not being sued. And this is not a solicitation from a lawyer.

A class action lawsuit has been brought on behalf of a Class of approximately 2,500 school districts nationwide. The Parties have negotiated a proposed Settlement to resolve the case. Your school district may be a member of the Class and could benefit from the Settlement.

The lawsuit was filed by the Marshall and Wetzel County Boards in West Virginia, in federal court in West Virginia. But these two West Virginia districts (the “Plaintiffs”) also represent a Class of approximately 2,500 similarly situated school districts across the country.

The lawsuit alleges Sackler family members who served on the board of the opioid manufacturer Purdue Pharma L.P. (“Defendants”) were primary architects of Purdue’s scheme to deceptively market and “turbocharge” opioid sales. The lawsuit alleges that school budgets have been significantly strained by the need to support students exposed to opioids before birth, those affected by family members’ opioid use, and students struggling with addiction themselves. It seeks damages for the financial impact on already overstretched school districts. The Defendants dispute these allegations and deny any legal responsibility.

Who is Included?

Your school district is a member of the Class if: (a) your district has more than 5,000 enrolled students, (b) your district has filed an opioid-related lawsuit, or (c) your district has filed a “claim” as a creditor in the bankruptcy of Purdue Pharma L.P.

What does the Settlement Provide?

The proposed lawsuit would resolve claims that Class Members may have against the Defendants arising out of or related to the allegations in the complaint. In return for settling, the Sackler Defendants will pay the Class up to \$26,776,216.55. The amount will be reduced if certain Class Members choose to opt-out of the Settlement. That money will be deposited into a Public School District Opioid Recovery Trust, which will use the money (net of attorneys’ fees and costs) to provide grants to school districts to address the impact of the opioid crisis in public schools. If your district is a Class Member it will be eligible to apply for and receive grants from the Trust. **The Trust will distribute funds through a grant process, not on a pro rata or proportional basis. Under this proposed Settlement, no school district is guaranteed any Settlement funds.** An independent Special Trustee will review funding requests and select proposals based on published criteria available at www.sacklerschooldistrictopioidsettlement.com.

Who Represents You?

The Court has appointed **XXXXXXXXXX** as Class Counsel at no cost to you. Their contact information is available at www.sacklerschooldistrictopioidsettlement.com.

What are your Rights and Options?

Your district has four options:

Do Nothing: Your district will not receive funding and will give up the right to sue over the issues resolved by the Settlement if it is approved.

Apply for Funds: Submit a funding request to the Public School Trust. Details are available at www.sacklerschooldistrictopioidsettlement.com.

Request Exclusion (“opt out”): Your district can opt out if it does not want to participate or be bound by the Settlement. This keeps the right to sue separately but forfeits eligibility for funding.

Object: If you disagree with the Settlement but still want to participate, you can file an Objection with the Court. You may still apply for funding. You cannot object if you opt out.

When will the Court approve or disapprove the Settlement?

The court has scheduled a hearing on **Month DD, 20XX** to consider: whether to approve this proposed Settlement; any Class Member Objections to it; and requests for awards to the class representatives; and attorneys’ fees, costs and expenses for Class Counsel for their work in this litigation. You, or an attorney hired by you, may ask to appear at the hearing but you do not have to do so. Please check the Settlement website for updates.

How do I get More Information?

This notice is only a summary. For full settlement terms, visit www.sacklerschooldistrictopioidsettlement.com, contact Class Counsel at 1-866-961-5451 or info@schooldistrictopioidrecoverygrants.com, check the Court’s PACER system at <https://ecf.cand.uscourts.gov> (fees apply), or visit the Clerk’s Office at the U.S. District Court for the Northern District of West Virginia during business hours.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT.**

EXHIBIT D

Exhibit D

**Portion of Maximum Settlement Amount Allocated to each Payment Group
and Annual Payment Schedule²**

Payment Date	A-Side Payment Group 1's Portion of Maximum Annual Payment on Payment Date	A-Side Payment Group 2's Portion of Maximum Annual Payment on Payment Date	A-Side Payment Group 3's Portion of Maximum Annual Payment on Payment Date	A-Side Payment Group 4's Portion of Maximum Annual Payment on Payment Date	A-Side Payment Group 5's Portion of Maximum Annual Payment on Payment Date	A-Side Payment Group 6's Portion of Maximum Annual Payment on Payment Date	A-Side Payment Group 7's Portion of Maximum Annual Payment on Payment Date	A-Side Payment Group 8's Portion of Maximum Annual Payment on Payment Date	B-Side Payment Group 1's Portion of Maximum Annual Payment on Payment Date	B-Side Payment Group 2's Portion of Maximum Annual Payment on Payment Date	Maximum Annual Payment
Payment Date 1	\$1,023,588.17	\$1,023,588.17	\$1,023,588.17	\$1,023,588.17	\$1,023,588.17	\$1,023,588.17	\$1,023,588.17	\$0	\$4,846,991.05	\$4,846,991.05	<i>\$16,859,099.31</i>
Payment Date 2	\$301,055.34	\$301,055.34	\$301,055.34	\$301,055.34	\$301,055.34	\$301,055.34	\$301,055.34	\$0	\$1,425,585.60	\$1,425,585.60	<i>\$4,958,558.62</i>
Payment Date 3	\$301,055.34	\$301,055.34	\$301,055.34	\$301,055.34	\$301,055.34	\$301,055.34	\$301,055.34	\$0	\$1,425,585.60	\$1,425,585.60	<i>\$4,958,558.62</i>
TOTAL	<i>\$1,625,698.86</i>	<i>\$1,625,698.86</i>	<i>\$1,625,698.86</i>	<i>\$1,625,698.86</i>	<i>\$1,625,698.86</i>	<i>\$1,625,698.86</i>	<i>\$1,625,698.86</i>	<i>\$0</i>	<i>\$7,698,162.26</i>	<i>\$7,698,162.26</i>	<i>\$26,776,216.55</i>

Note: All figures shown are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement (i.e., before applying any deductions in the definition of “Adjusted Annual Payment” to determine the amount actually payable on a given Payment Date).

Setting Defendants:

A-Side Payment Group 1	A-Side Payment Group 2	A-Side Payment Group 3	A-Side Payment Group 4	A-Side Payment Group 5	A-Side Payment Group 6	A-Side Payment Group 7	A-Side Payment Group 8	B-Side Payment Group 1	B-Side Payment Group 2
None.	Kathe Sackler	Ilene Sackler	Mortimer D.A. Sackler	None.	None.	None.	None.	Estate of Raymond Sackler Estate of Beverly Sackler Richard Sackler David Sackler	Estate of Raymond Sackler Estate of Beverly Sackler Estate of Jonathan Sackler

² This exhibit should be conformed to Exhibit M-2 to the Master Settlement Agreement. To the extent there are differences between this exhibit and Exhibit M-2 at the MSA Settlement Effective Date, Exhibit M-2 controls.

EXHIBIT E

Exhibit [E]

Released Parties

“Released Parties” shall have the same meaning as **“Shareholder Released Parties”** in the Plan and means, collectively, (i) the Shareholder Payment Parties;¹ (ii) the Designated Shareholder Released Parties and the Persons identified on Exhibit X to the Master Shareholder Settlement Agreement; (iii) all Persons directly or indirectly owning an equity interest in any Debtor on the date on which such Debtor commenced its Chapter 11 Case; (iv) Sackler Family Members; (v) all trusts for the benefit of any of the Persons identified in the foregoing clause (iv) and the past, present and future trustees (including, without limitation, officers, directors and employees of any such trustees that are corporate or limited liability company trustees and members and managers of trustees that are limited liability company trustees), protectors and beneficiaries thereof, solely in their respective capacities as such; (vi) all Persons (other than the Debtors) to which property or funds of the Persons identified in any of the foregoing clauses (i) through (v) have been or are directly or indirectly transferred (including for charitable or philanthropic purposes), solely in such Persons’ capacities as transferees and solely to the extent of any property or funds transferred to them; and (vii) with respect to each Person in the foregoing clauses (i) through (v), such Person’s (A) predecessors, successors, permitted assigns, subsidiaries (other than the Debtors), controlled affiliates, spouses, heirs, executors, estates and nominees, in each case solely in their respective capacities as such, (B) current and former officers and directors, principals, members and employees, in each case, solely in their respective capacities as such, (C) financial advisors, attorneys (including, without limitation, attorneys retained by any director, in his or her capacity as such), accountants, investment bankers (including, without limitation, investment bankers retained by any director, in his or her capacity as such), consultants, experts and other professionals, in each case, solely in their respective capacities as such, and (D) property possessed or owned at any time or the proceeds therefrom; *provided* that notwithstanding anything to the contrary herein, the Debtors and the Excluded Parties identified on the Schedule of Excluded Parties shall not be Shareholder Released Parties. For purposes of this definition of “Shareholder Released Parties,” the phrase “solely in their respective capacities as such” means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person’s conduct or actions taken in such capacity, or from such Person’s identified capacity in relation to another specified Shareholder Released Party and not, in either case, from such Person’s conduct or actions independent of such capacity, and (y) to the extent such Person’s liability depends on or derives from the liability of such other Shareholder Released Party, such claim would be released if asserted against such other Shareholder Released Party. For the avoidance of doubt, any Person that fits within multiple categories above shall be a Shareholder Released Party in all such categories and failure to include any Person that fits within any category above on Exhibit X to the Master Shareholder Settlement Agreement shall not mean that such Person is not a Shareholder Released Party.

For purposes of (ii) above, Exhibit X to the Master Shareholder Agreement is anticipated to include the parties set forth on Attachment 1 to this Exhibit [x]. In the event of any inconsistency between Attachment 1 to this Exhibit [x] and the list on Exhibit X to the Master Shareholder Agreement on the Payment Effective Date, Exhibit X to the Master Shareholder Agreement controls.

¹ Capitalized terms not otherwise defined in this Exhibit shall have the meaning set forth in the Plan.

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF WEST VIRGINIA**

MARSHALL COUNTY BOARD OF
EDUCATION and WETZEL COUNTY
BOARD OF EDUCATION, individually
and on behalf of a similarly situated class,

Plaintiffs,

v.

David Sackler, Ilene Sackler, Kathe Sackler,
Mortimer D.A. Sackler, Richard Sackler,
the estate of Beverly Sackler by and
through its executors David Sackler and
Richard Sackler, the estate of Jonathan
Sackler by and through its executor Garrett
Lynam, and the estate of Raymond Sackler
by and through its executor Richard
Sackler,

Defendants.

No. _____ (JPB)

**[Proposed]
Order Granting Preliminary Approval of Class Action
Settlement and Notice to the Class Under Fed. R. Civ. Proc. 23(e)**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (Motion).

This Preliminary Approval order incorporates the proposed Settlement Agreement, attached as Exhibit 1 to the Motion. The defined terms in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed to them in the Settlement Agreement.

The Court has considered the parties' submissions in support of this Motion and all other filings in this case, and

NOW, THEREFORE, IT IS ORDERED THAT:

I. Preliminary Approval of Class Action Settlement

1. The Court finds that the parties' proposed Settlement Agreement appears to be the product of protracted, intensive, thorough, serious, informed, and non-collusive negotiations; to be fair, reasonable, and adequate in all respects and does not grant preferential treatment to Class Representatives or segments of the Class. The Court further finds that it will likely be able to approve the Settlement under Rule 23(e)(2). Accordingly, the Court GRANTS the Motion, preliminarily approves the Settlement Agreement as fair, reasonable, and adequate in all respects, and finds that Notice of the proposed Settlement should be directed to Class Members and a Final Approval Hearing scheduled.

II. The Class, the Class Representatives, and Class Counsel

2. For purposes of the Settlement, and conditioned on Final Approval of this Settlement following the Final Approval Hearing, this Court certifies a Settlement Class, defined as follows:

Elementary, middle, and/or secondary public school districts in the United States (a) with enrollments of more than 5,000 students, (b) that have filed proofs of claim in the Bankruptcy Case, or (c) that are Litigating School Districts.

3. The Court preliminarily finds that, for purposes of the Settlement, the prerequisites for certifying a class under Fed. R. Civ. P. 23 have been satisfied in that: (a) Class Members are so numerous that joinder of all of them is impracticable; (b) there are questions of law and fact common to all Class Members, including among others whether the Defendants' conduct caused or contributed to an increase in opioid

addiction and abuse, whether their conduct caused or contributed to a public nuisance, and whether children affected by opioid use in utero disproportionately require special education services and supports in the public schools; (c) the Claims of the Class Representatives as set out in the Class Action complaint are typical of the claims of other Class Members; (d) the Class Representatives will fairly and adequately represent the Class and have retained experienced Class Counsel who have fairly and adequately represented the Class; (e) common questions of law and fact predominate over any questions affecting any individual class member; and (f) a class action is superior to other available methods for fairly and efficiently adjudicating the claims here. Fed. R. Civ. Proc. 23(a), (b)(3).

4. For settlement purposes, the Court appoints the Marshall County Board of Education and the Wetzel County Board of Education as Class Representatives.

5. For settlement purposes and upon considering the factors set out in Fed. R. Civ. P. 23(g), the Court appoints Ben Bailey, John Barrett and Michael Murphy of Bailey & Glasser, LLP; Cyrus Mehri of Mehri & Skalet, LLP; Wayne Hogan of Terrell Hogan & Yegelwel, P.A.; and Neil Henrichsen of Henrichsen Law Group as Class Counsel.

II. Administering the Settlement

6. The Court appoints EisnerAmper as the Notice and Claims Administrator.

7. The Court preliminarily approves the use of the Public School Trust as a means to distribute settlement funds in the form of grants for opioid remediation to be made to

Class Members selected as grant recipients by the Public School Special Trustee.

III. Notice to Class Members

8. The Court is familiar with evolving methods and standards of class notice. Applying those standards, the Court finds that the proposed forms of Notice attached to the Settlement Agreement as Exhibits B and C – and the method of disseminating Notice, described in the Motion, the Declaration of Brandon Schwartz, and the Settlement Agreement – satisfy Rule 23(c)(2), due process, and contemporary notice standards, constituting valid, due, and sufficient notice and the best notice practicable under the circumstances.

9. The Court approves the Notice Plan and directs that Notice substantially in the form of Exhibits B and C to the Settlement Agreement shall be provided to Class Members under Rule 23(e)(1), and shall be sent to Class members in the manner set out in the proposed Settlement and the Declaration of Brandon Schwartz.

III. Objections and Opt-Outs

10. The Court approves the terms, conditions, procedures, and deadlines for objections and opt-outs set out in the Notice.

11. No later than 7 calendar days after the Opt-Out Deadline, the Notice and Claims Administrator shall submit a report to the Court, Class Counsel, Settling Defendants, and the Sackler Parties' Representative identifying all requests to be excluded from the Class and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1 of the Settlement Agreement or were otherwise inadequate, and the Opt-Out Reduction Amount, if any.

V. Schedule

12. The Court sets the following schedule for continued proceedings:

Preliminary Approval Order Entered	At the Court's convenience
Class Notice Disseminated	10 days after Preliminary Approval
Motion for Fees, Costs, Service Award	30 days after Notice
Objection Deadline	45 days after Notice
Opt-Out Deadline	75 days after Notice
Deadline for Opt-Outs to Rescind their Request for Exclusion	10 days before Final Approval Hearing
Motion for Final Approval	115 days after Notice
Final Approval Hearing	At least 140 days after Notice

V. Final Approval Hearing

13. The Final Approval Hearing will take place on , 2025, at : 0 .m., before the Honorable John Preston Bailey at the United States District Courthouse, 1125 Chapline Street, Wheeling, West Virginia, 260003, to determine whether the proposed settlement, including the requested Attorneys' Fees and Expenses, and named plaintiff Service Awards and the timing of their payment are fair, reasonable, and adequate; whether these should be finally approved by the Court, and

whether the Released Claims should be dismissed with prejudice under the Settlement.

VI. Other Provisions

14. The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the date of the Final Approval Hearing, may be extended by order of the Court without further notice to Class Members, except that notice of any such extensions shall be included on the National School District Opioid Settlement website. Class Members should check that website regularly for updates and further details regarding extensions of deadlines. Exclusions and objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

15. Class Counsel and Defendants' Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement, including making, without further approval of the Court, minor changes to the Settlement, the form or content of the Class Notice, or any other exhibits the Settling Parties jointly agree are reasonable or necessary.

16. The Action is hereby stayed as to the Settling Defendants pending a final decision of this Court regarding approval of the Settlement.

17. Each Class Members is enjoined from filing or prosecuting any new proceedings for Released Claims, unless and until such Class Member files a timely and valid Opt-Out Form and that Opt-Out Form becomes effective.

18. Defendants shall serve notice of the Settlement on the appropriate federal and

state officials no later than ten (10) calendar days after the filing of this Agreement with the Court. If the Settlement does not become final for any reason, Settling Defendants shall not recover the notice and notice administration costs, including any costs of providing notice pursuant to the Class Action Fairness Act of 2005.

19. If the Settlement Agreement is not finally approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the *status quo* that existed immediately prior to October 6, 2025, with all their respective claims and defenses preserved as they existed on that date, except as expressly provided in the Settlement Agreement.

20. The Court shall maintain continuing jurisdiction over these proceedings for the benefit of the Class as defined in this Order.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE JOHN PRESTON BAILEY
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT G

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF WEST VIRGINIA

MARSHALL COUNTY BOARD OF
EDUCATION and WETZEL COUNTY
BOARD OF EDUCATION, individually
and on behalf of a similarly situated class,

Plaintiffs,

v.

David Sackler, Ilene Sackler, Kathe Sackler,
Mortimer D.A. Sackler, Richard Sackler,
the estate of Beverly Sackler by and
through its executors David Sackler and
Richard Sackler, the estate of Jonathan
Sackler by and through its executor Garrett
Lynam, and the estate of Raymond Sackler
by and through its executors David Sackler
and Richard Sackler,

Defendants.

Civil Action No.: 5:25-cv-0028 (JPB)

Honorable John Preston Bailey

[Proposed]
Order Granting **Final** Approval of Class Action
Settlement, Notice to the Class Under Fed. R. Civ. Proc. 23(e)

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (Motion). The defined terms in the Settlement Agreement (ECF No. **X**) are adopted in this Order and shall have the same meaning ascribed to them in the Settlement Agreement.

The Court makes the following findings:

The Settlement creates a common fund of \$ __, __, __. __, the net proceeds of which (after payment of attorneys' fees, expenses, and Class Representative incentive awards)

will be used to make grants to members of a national class of Public School Districts, selected by the Public School Special Trustee to remediate the effects of the opioid crisis in their districts.

On [DATE], this Court entered an order granting preliminary approval of the Settlement Agreement and directed that notice be given to the members of the Class of the proposed Settlement Agreement and the Fairness Hearing.

In the Preliminary Approval Order, the Court approved the form of Notice directed to members of the Class.

On the dates and in the manner described in the certifications filed by Plaintiffs on [DATE], ECF Nos. [INSERT], Notice was provided to the Class.

In accordance with the Notice, the Fairness Hearing was held on [DATE OF FAIRNESS HEARING].

The Court, having entered the Preliminary Approval Order, and having considered the reactions of Class Members, the record of all proceedings in the case, the Parties' briefs and accompanying submissions, the presentations at the Final Approval Hearing on these matters, and all appropriate matters under Federal Rule of Civil Procedure 23(e) and case law interpreting it and other legal requirements, and having made the necessary findings, hereby **GRANTS** the Motion.

It is hereby ORDERED, ADJUDGED, AND DECREED:

1. The terms of the Settlement Agreement are incorporated into this Judgment, including the releases contained therein. The terms of the Settlement Agreement, including all exhibits to the Settlement Agreement, shall be forever binding

on the Class, other than the Excluded Class Members, and the parties thereto.

2. The Class is certified for purposes of the Settlement Agreement and this Order only and includes: Any elementary, middle, and/or secondary public school districts in the United States (a) with enrollments of more than 5,000 students, (b) that have filed proofs of claim in the Bankruptcy Case, or (c) that are Litigating School Districts.

3. Notice provided to the Settlement Class complied in all respects with the requirements of the Federal Rules of Civil Procedure (including Rule 23), the United States Constitution (including the Due Process Clause), the rules of this Court, and other applicable law. Notice provided was the best notice that is practicable under the circumstances, included individual notice to all members who could be identified through a reasonable effort, and was reasonably calculated under the circumstances to apprise Class Members of the nature and pendency of the Action, their right to object to or exclude themselves from the Settlement Agreement, and their right to appear at the Fairness Hearing.

4. Members of the Class were given an opportunity to object to the Settlement Agreement. _____ Class Members filed an objection. [ANY DESCRIPTION OF THE OBJECTIONS].

5. Class Members were given an opportunity to request exclusion from the Class. _____ Class Members requested exclusion (“Excluded Class Members”).

6. Pursuant to Fed. R. Civ. Proc. 23, the Court fully and finally approves the Settlement Agreement in all respects as fair, reasonable, adequate, and in the best

interests of the Class pursuant to Rule 23(e), including the use of the Public School Trust as a mechanism for distributing net Settlement proceeds by making grants to schools that apply for funding and are selected as grant recipients by the Trust's Special Trustee. The Settlement Agreement was not a product of fraud or collusion, is the product of arms' length negotiations between experienced and informed counsel representing the parties' interests, treats class members equitably relative to each other, and the Court finds it satisfies Rule 23(e)(2) after considering the factors stated therein and those of the case law interpreting them and related constitutional requirements.

7. The Court hereby approves the use of the settlement trust mechanism and the distribution of settlement funds as grants made by the Public School Trust to public school districts that apply for funding and are selected as grant recipients by the Public School Special Trustee. The Court further approves Dr. Andres Alonso and Truist Bank as Trustees.

8. Without affecting the finality of this Judgment in any way, this Court will retain exclusive continuing jurisdiction over all Settling Defendants and Class Members with regard to implementation of the terms of Settlement Agreement and consummation, enforcement and administration of the Settlement Agreement, unless there is a failure of the Payment Effective Date under Section { } of the Settlement Agreement..

9. The Action is dismissed with prejudice with respect to all claims against the Settling Defendants; Class Members are permanently enjoined from asserting or pursuing any Released Claim against any Released Party in any forum; the Released

Parties are discharged and released from all Released Claims; and pursuant to Federal Rule of Civil Procedure 54(b), there is no just reason to delay the entry of this Judgment as a final judgment in the Action. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

The Clerk is directed to enter this final Judgment.

IT IS SO ORDERED

DATED: _____

THE HONORABLE JOHN PRESTON BAILEY
UNITED STATES DISTRICT COURT JUDGE

SCHEDULE A

A. Enrollment of Over 5,000 Students

Agency Name	State	Total Students, All Grades (Excludes AE) 2023-24
ALABASTER CITY	Alabama	6348
ALBERTVILLE CITY	Alabama	5821
ATHENS CITY	Alabama	5034
AUBURN CITY	Alabama	9466
AUTAUGA COUNTY	Alabama	8977
BALDWIN COUNTY	Alabama	31818
BIRMINGHAM CITY	Alabama	20884
BLOUNT COUNTY	Alabama	7706
CALHOUN COUNTY	Alabama	8021
CHILTON COUNTY	Alabama	7930
CULLMAN COUNTY	Alabama	9902
DECATUR CITY	Alabama	8665
DEKALB COUNTY	Alabama	8704
DOTHAN CITY	Alabama	8035
ELMORE COUNTY	Alabama	11820
ENTERPRISE CITY	Alabama	6585
ETOWAH COUNTY	Alabama	8714
EUFAULA CITY	Alabama	6943
HOOVER CITY	Alabama	13524
HOUSTON COUNTY	Alabama	6993
HUNTSVILLE CITY	Alabama	23649
JACKSON COUNTY	Alabama	5181
JEFFERSON COUNTY	Alabama	35671
LAUDERDALE COUNTY	Alabama	7992
LEE COUNTY	Alabama	9141
LIMESTONE COUNTY	Alabama	15893
MADISON CITY	Alabama	12736

MADISON COUNTY	Alabama	20639
MARSHALL COUNTY	Alabama	6040
MOBILE COUNTY	Alabama	50929
MONTGOMERY COUNTY	Alabama	26435
MORGAN COUNTY	Alabama	7664
OPELIKA CITY	Alabama	5204
PHENIX CITY	Alabama	7276
SHELBY COUNTY	Alabama	20937
ST CLAIR COUNTY	Alabama	9592
TALLADEGA COUNTY	Alabama	7157
TRUSSVILLE CITY	Alabama	5012
TUSCALOOSA CITY	Alabama	11207
TUSCALOOSA COUNTY	Alabama	19228
VESTAVIA HILLS CITY	Alabama	6937
WALKER COUNTY	Alabama	7146
ANCHORAGE SCHOOL DISTRICT	Alaska	43363
FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT	Alaska	12541
GALENA CITY SCHOOL DISTRICT	Alaska	7768
KENAI PENINSULA BOROUGH SCHOOL DISTRICT	Alaska	8499
MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT	Alaska	19421
ACADEMY OF MATHEMATICS AND SCIENCE SOUTH INC. (90878)	Arizona	6151
AGUA FRIA UNION HIGH SCHOOL DISTRICT (4289)	Arizona	9855
ALHAMBRA ELEMENTARY DISTRICT (4280)	Arizona	9854
AMERICAN LEADERSHIP ACADEMY INC. (4348)	Arizona	13876
AMERICAN VIRTUAL ACADEMY (79461)	Arizona	6820

AMPHITHEATER UNIFIED DISTRICT (4406)	Arizona	11835
AVONDALE ELEMENTARY DISTRICT (4272)	Arizona	5960
BUCKEYE ELEMENTARY DISTRICT (4269)	Arizona	5810
BUCKEYE UNION HIGH SCHOOL DISTRICT (4284)	Arizona	5503
CARTWRIGHT ELEMENTARY DISTRICT (4282)	Arizona	13720
CASA GRANDE ELEMENTARY DISTRICT (4446)	Arizona	6648
CATALINA FOOTHILLS UNIFIED DISTRICT (4410)	Arizona	5164
CHANDLER UNIFIED DISTRICT #80 (4242)	Arizona	42832
CRANE ELEMENTARY DISTRICT (4501)	Arizona	5873
DEER VALLEY UNIFIED DISTRICT (4246)	Arizona	32837
DYSART UNIFIED DISTRICT (4243)	Arizona	23118
FLAGSTAFF UNIFIED DISTRICT (4192)	Arizona	8820
FLORENCE UNIFIED SCHOOL DISTRICT (4437)	Arizona	8952
FLOWING WELLS UNIFIED DISTRICT (4405)	Arizona	5287
GADSDEN ELEMENTARY DISTRICT (4505)	Arizona	5170
GILBERT UNIFIED DISTRICT (4239)	Arizona	32402
GLENDALE ELEMENTARY DISTRICT (4271)	Arizona	8858
GLENDALE UNION HIGH SCHOOL DISTRICT (4285)	Arizona	16407
HIGLEY UNIFIED SCHOOL DISTRICT (4248)	Arizona	12887

HUMBOLDT UNIFIED DISTRICT (4469)	Arizona	5432
KINGMAN UNIFIED SCHOOL DISTRICT (79598)	Arizona	7263
KYRENE ELEMENTARY DISTRICT (4267)	Arizona	13800
LAKE HAVASU UNIFIED DISTRICT (4368)	Arizona	5205
LAVEEN ELEMENTARY DISTRICT (4276)	Arizona	7954
LITCHFIELD ELEMENTARY DISTRICT (4281)	Arizona	10734
LITTLETON ELEMENTARY DISTRICT (4278)	Arizona	5940
MADISON ELEMENTARY DISTRICT (4270)	Arizona	5874
MARANA UNIFIED DISTRICT (4404)	Arizona	12872
MARICOPA UNIFIED SCHOOL DISTRICT (4441)	Arizona	9225
MESA UNIFIED DISTRICT (4235)	Arizona	57204
NOGALES UNIFIED DISTRICT (4457)	Arizona	5701
PARADISE VALLEY UNIFIED DISTRICT (4241)	Arizona	27034
PENDERGAST ELEMENTARY DISTRICT (4283)	Arizona	8251
PEORIA UNIFIED SCHOOL DISTRICT (4237)	Arizona	35466
PHOENIX ELEMENTARY DISTRICT (4256)	Arizona	5034
PHOENIX UNION HIGH SCHOOL DISTRICT (4286)	Arizona	26753
PORTABLE PRACTICAL EDUCATIONAL PREPARATION INC. (87405)	Arizona	5547
QUEEN CREEK UNIFIED DISTRICT (4245)	Arizona	14503

ROOSEVELT ELEMENTARY DISTRICT (4279)	Arizona	7274
SAHUARITA UNIFIED DISTRICT (4411)	Arizona	6431
SCOTTSDALE UNIFIED DISTRICT (4240)	Arizona	20940
SUNNYSIDE UNIFIED DISTRICT (4407)	Arizona	14144
TEMPE SCHOOL DISTRICT (4258)	Arizona	10293
TEMPE UNION HIGH SCHOOL DISTRICT (4287)	Arizona	12002
TOLLESON UNION HIGH SCHOOL DISTRICT (4288)	Arizona	13665
TUCSON UNIFIED DISTRICT (4403)	Arizona	40929
VAIL UNIFIED DISTRICT (4413)	Arizona	14831
WASHINGTON ELEMENTARY SCHOOL DISTRICT (4260)	Arizona	18766
YUMA ELEMENTARY DISTRICT (4499)	Arizona	8980
YUMA UNION HIGH SCHOOL DISTRICT (4507)	Arizona	11369
BENTON SCHOOL DISTRICT	Arkansas	5763
BENTONVILLE SCHOOL DISTRICT	Arkansas	19137
BRYANT SCHOOL DISTRICT	Arkansas	9775
CABOT SCHOOL DISTRICT	Arkansas	10635
CONWAY SCHOOL DISTRICT	Arkansas	10174
FAYETTEVILLE SCHOOL DISTRICT	Arkansas	10164
FORT SMITH SCHOOL DISTRICT	Arkansas	14060
JONESBORO SCHOOL DISTRICT	Arkansas	6772
LITTLE ROCK SCHOOL DISTRICT	Arkansas	21105
NORTH LITTLE ROCK SCHOOL DISTRICT	Arkansas	7850
PULASKI COUNTY SPECIAL SCHOOL DISTRICT	Arkansas	12290

ROGERS SCHOOL DISTRICT	Arkansas	15559
RUSSELLVILLE SCHOOL DISTRICT	Arkansas	5497
SPRINGDALE SCHOOL DISTRICT	Arkansas	21788
VAN BUREN SCHOOL DISTRICT	Arkansas	5809
ABC UNIFIED	California	18081
ACALANES UNION HIGH	California	5415
ADELANTO ELEMENTARY	California	7636
ALAMEDA UNIFIED	California	9061
ALHAMBRA UNIFIED	California	14602
ALISAL UNION	California	7339
ALTA LOMA ELEMENTARY	California	5599
ALUM ROCK UNION ELEMENTARY	California	7367
ALVORD UNIFIED	California	16663
ANAHEIM ELEMENTARY	California	14261
ANAHEIM UNION HIGH	California	27195
ANTELOPE VALLEY UNION HIGH	California	21737
ANTIOCH UNIFIED	California	15034
APPLE VALLEY UNIFIED	California	13756
ARCADIA UNIFIED	California	8988
AZUSA UNIFIED	California	6370
BAKERSFIELD CITY	California	28761
BALDWIN PARK UNIFIED	California	9929
BARSTOW UNIFIED	California	6318
BEAUMONT UNIFIED	California	12121
BELLFLOWER UNIFIED	California	9813
BERKELEY UNIFIED	California	9077
BERRYESSA UNION ELEMENTARY	California	6026
BLUE RIDGE ACADEMY DISTRICT	California	6931
BONITA UNIFIED	California	9957
BREA-OLINDA UNIFIED	California	5895

BRENTWOOD UNION	California	9751
BURBANK UNIFIED	California	14240
CAJON VALLEY UNION	California	15607
CALEXICO UNIFIED	California	8146
CALIFORNIA CONNECTIONS ACADEMY SOUTHERN CALIFORNIA DISTRICT	California	5189
CALIFORNIA VIRTUAL ACADEMY @ LOS ANGELES DISTRICT	California	5700
CAMPBELL UNION	California	6183
CAMPBELL UNION HIGH	California	8613
CAPISTRANO UNIFIED	California	40836
CARLSBAD UNIFIED	California	10832
CASTRO VALLEY UNIFIED	California	9489
CENTINELA VALLEY UNION HIGH	California	5600
CENTRAL UNIFIED	California	15956
CERES UNIFIED	California	13868
CHAFFEY JOINT UNION HIGH	California	22628
CHICO UNIFIED	California	12317
CHINO VALLEY UNIFIED	California	25513
CHULA VISTA ELEMENTARY	California	22285
CLAREMONT UNIFIED	California	6261
CLOVIS UNIFIED	California	43291
COACHELLA VALLEY UNIFIED	California	16046
COLTON JOINT UNIFIED	California	18912
COMPTON UNIFIED	California	16738
CONEJO VALLEY UNIFIED	California	15999
CORONA-NORCO UNIFIED	California	50256
COTATI-ROHNERT PARK UNIFIED	California	6155
COVINA-VALLEY UNIFIED	California	11143
CULVER CITY UNIFIED	California	6717

CUPERTINO UNION	California	13587
DAVIS JOINT UNIFIED	California	8361
DELANO UNION ELEMENTARY	California	6235
DESERT SANDS UNIFIED	California	25898
DINUBA UNIFIED	California	6313
DOWNEY UNIFIED	California	22421
DRY CREEK JOINT ELEMENTARY	California	6725
DUBLIN UNIFIED	California	12827
EAST SIDE UNION HIGH	California	20471
EAST WHITTIER CITY ELEMENTARY	California	7769
EL CENTRO ELEMENTARY	California	5182
EL DORADO UNION HIGH	California	6541
EL MONTE CITY	California	7045
EL MONTE UNION HIGH	California	7677
EL RANCHO UNIFIED	California	7110
ELK GROVE UNIFIED	California	62603
ESCONDIDO UNION	California	14173
ESCONDIDO UNION HIGH	California	6544
ETIWANDA ELEMENTARY	California	13599
EVERGREEN ELEMENTARY	California	8779
FAIRFIELD-SUISUN UNIFIED	California	20413
FALLBROOK UNION ELEMENTARY	California	5124
FOLSOM-CORDOVA UNIFIED	California	20977
FONTANA UNIFIED	California	33205
FOUNTAIN VALLEY ELEMENTARY	California	6036
FRANKLIN-MCKINLEY ELEMENTARY	California	5766
FREMONT UNIFIED	California	33063
FREMONT UNION HIGH	California	9646
FRESNO UNIFIED	California	68568
FULLERTON ELEMENTARY	California	11439

FULLERTON JOINT UNION HIGH	California	12826
GARDEN GROVE UNIFIED	California	37763
GILROY UNIFIED	California	10244
GLENDALE UNIFIED	California	25049
GLENDORA UNIFIED	California	6363
GRANADA HILLS CHARTER DISTRICT	California	6014
GREENFIELD UNION	California	9021
GROSSMONT UNION HIGH	California	16566
HACIENDA LA PUENTE UNIFIED	California	15767
HANFORD ELEMENTARY	California	5568
HAWTHORNE	California	7025
HAYWARD UNIFIED	California	17631
HEARTLAND CHARTER DISTRICT	California	5619
HEMET UNIFIED	California	22736
HESPERIA UNIFIED	California	23382
HIGHLANDS COMMUNITY CHARTER DISTRICT	California	9069
HOLLISTER	California	5772
HUENEME ELEMENTARY	California	7022
HUNTINGTON BEACH UNION HIGH	California	14104
INGLEWOOD UNIFIED	California	7011
IRVINE UNIFIED	California	37731
JURUPA UNIFIED	California	18015
KERMAN UNIFIED	California	5304
KERN HIGH	California	43116
KINGS CANYON JOINT UNIFIED	California	9658
LA MESA-SPRING VALLEY	California	10684
LAKE ELSINORE UNIFIED	California	20769
LAMMERSVILLE JOINT UNIFIED	California	7764
LANCASTER ELEMENTARY	California	13832

LAS VIRGENES UNIFIED	California	9660
LIBERTY UNION HIGH	California	8241
LINCOLN UNIFIED	California	8773
LIVERMORE VALLEY JOINT UNIFIED	California	13050
LODI UNIFIED	California	27172
LOMPOC UNIFIED	California	8955
LONG BEACH UNIFIED	California	63966
LOS ALAMITOS UNIFIED	California	8931
LOS ANGELES UNIFIED	California	419929
LOS BANOS UNIFIED	California	11057
LUCIA MAR UNIFIED	California	9621
LYNWOOD UNIFIED	California	11214
MADERA UNIFIED	California	20142
MANHATTAN BEACH UNIFIED	California	5925
MANTECA UNIFIED	California	25000
MARYSVILLE JOINT UNIFIED	California	10337
MENIFEE UNION	California	12195
MERCED CITY ELEMENTARY	California	11013
MERCED UNION HIGH	California	11120
MILPITAS UNIFIED	California	10199
MISSION VISTA ACADEMY DISTRICT	California	5686
MODESTO CITY ELEMENTARY	California	14137
MODESTO CITY HIGH	California	15540
MONTEBELLO UNIFIED	California	19967
MONTEREY PENINSULA UNIFIED	California	9252
MOORPARK UNIFIED	California	5749
MORENO VALLEY UNIFIED	California	31344
MORGAN HILL UNIFIED	California	7963
MORONGO UNIFIED	California	7359
MT. DIABLO UNIFIED	California	29356

MURRIETA VALLEY UNIFIED	California	22317
NAPA VALLEY UNIFIED	California	16116
NATOMAS UNIFIED	California	14950
NEW HAVEN UNIFIED	California	10052
NEWHALL	California	5928
NEWPORT-MESA UNIFIED	California	17768
NORWALK-LA MIRADA UNIFIED	California	15052
NOVATO UNIFIED	California	7209
OAK GROVE ELEMENTARY	California	8714
OAKDALE JOINT UNIFIED	California	5173
OAKLAND UNIFIED	California	33916
OAKLEY UNION ELEMENTARY	California	5098
OCEAN VIEW	California	6868
OCEANSIDE UNIFIED	California	15297
ONTARIO-MONTCLAIR	California	17944
ORANGE UNIFIED	California	24266
OXNARD	California	13399
OXNARD UNION HIGH	California	16501
PACIFIC COAST ACADEMY DISTRICT	California	5612
PAJARO VALLEY UNIFIED	California	17013
PALM SPRINGS UNIFIED	California	20416
PALMDALE ELEMENTARY	California	17935
PALO ALTO UNIFIED	California	10271
PALOS VERDES PENINSULA UNIFIED	California	10393
PANAMA-BUENA VISTA UNION	California	19369
PARAMOUNT UNIFIED	California	12042
PASADENA UNIFIED	California	13978
PASO ROBLES JOINT UNIFIED	California	6252
PATTERSON JOINT UNIFIED	California	6138

PERRIS ELEMENTARY	California	5538
PERRIS UNION HIGH	California	11973
PITTSBURG UNIFIED	California	10709
PLACENTIA-YORBA LINDA UNIFIED	California	22705
PLEASANT VALLEY	California	5803
PLEASANTON UNIFIED	California	13696
POMONA UNIFIED	California	20966
PORTERVILLE UNIFIED	California	13963
POWAY UNIFIED	California	34935
RAMONA CITY UNIFIED	California	5077
REDLANDS UNIFIED	California	19673
REDONDO BEACH UNIFIED	California	9485
REDWOOD CITY ELEMENTARY	California	6332
RIALTO UNIFIED	California	23461
RIO ELEMENTARY	California	5217
RIVER SPRINGS CHARTER DISTRICT	California	7548
RIVERSIDE UNIFIED	California	38855
ROCKLIN UNIFIED	California	11606
ROSEDALE UNION ELEMENTARY	California	6213
ROSEVILLE CITY ELEMENTARY	California	12004
ROSEVILLE JOINT UNION HIGH	California	10791
ROWLAND UNIFIED	California	11623
SACRAMENTO CITY UNIFIED	California	38268
SADDLEBACK VALLEY UNIFIED	California	23199
SALINAS CITY ELEMENTARY	California	8206
SALINAS UNION HIGH	California	16225
SAN BERNARDINO CITY UNIFIED	California	44712
SAN DIEGO UNIFIED	California	95492
SAN DIEGUITO UNION HIGH	California	12364
SAN FRANCISCO UNIFIED	California	48736

SAN JACINTO UNIFIED	California	10401
SAN JOSE UNIFIED	California	25059
SAN JUAN UNIFIED	California	38488
SAN LEANDRO UNIFIED	California	8741
SAN LORENZO UNIFIED	California	8123
SAN LUIS COASTAL UNIFIED	California	7577
SAN MARCOS UNIFIED	California	19374
SAN MATEO UNION HIGH	California	8841
SAN MATEO-FOSTER CITY	California	9945
SAN RAMON VALLEY UNIFIED	California	29235
SANGER UNIFIED	California	13250
SANTA ANA UNIFIED	California	38031
SANTA BARBARA UNIFIED	California	12491
SANTA CLARA UNIFIED	California	14236
SANTA MARIA JOINT UNION HIGH	California	8985
SANTA MARIA-BONITA	California	17165
SANTA MONICA-MALIBU UNIFIED	California	8641
SANTA ROSA HIGH	California	9941
SANTEE	California	6159
SAUGUS UNION	California	9192
SELMA UNIFIED	California	5974
SEQUOIA UNION HIGH	California	8553
SIERRA SANDS UNIFIED	California	5122
SIMI VALLEY UNIFIED	California	15677
SNOWLINE JOINT UNIFIED	California	7967
SOUTH BAY UNION	California	5595
SOUTH SAN FRANCISCO UNIFIED	California	7770
STOCKTON UNIFIED	California	34544
SULPHUR SPRINGS UNION	California	5211
SUNNYVALE	California	5618

SWEETWATER UNION HIGH	California	35226
SYLVAN UNION ELEMENTARY	California	8013
TEMECULA VALLEY UNIFIED	California	26491
TEMPLE CITY UNIFIED	California	5253
TORRANCE UNIFIED	California	22109
TRACY JOINT UNIFIED	California	13846
TRAVIS UNIFIED	California	5430
TULARE CITY	California	9253
TULARE JOINT UNION HIGH	California	5673
TURLOCK UNIFIED	California	13376
TUSTIN UNIFIED	California	21600
TWIN RIVERS UNIFIED	California	24386
UKIAH UNIFIED	California	5814
UNION ELEMENTARY	California	5371
UPLAND UNIFIED	California	9804
VACAVILLE UNIFIED	California	12708
VAL VERDE UNIFIED	California	19361
VALLEJO CITY UNIFIED	California	9856
VENTURA UNIFIED	California	14672
VICTOR ELEMENTARY	California	12402
VICTOR VALLEY UNION HIGH	California	11568
VISALIA UNIFIED	California	28893
VISIONS IN EDUCATION DISTRICT	California	7009
VISTA UNIFIED	California	18469
WALNUT VALLEY UNIFIED	California	13815
WASHINGTON UNIFIED	California	7481
WEST CONTRA COSTA UNIFIED	California	25575
WEST COVINA UNIFIED	California	7794
WESTERN PLACER UNIFIED	California	7913
WESTMINSTER	California	7950

WESTSIDE UNION ELEMENTARY	California	9138
WHITTIER CITY ELEMENTARY	California	5366
WHITTIER UNION HIGH	California	10223
WILLIAM S. HART UNION HIGH	California	20685
WOODLAND JOINT UNIFIED	California	9483
YUBA CITY UNIFIED	California	11461
YUCAIPA-CALIMESA JOINT UNIFIED	California	8529
ACADEMY SCHOOL DISTRICT NO. 20 IN THE COUNTY OF EL PASO AN	Colorado	25674
ADAMS 12 FIVE STAR SCHOOLS	Colorado	34998
AURORA JOINT DISTRICT NO. 28 OF THE COUNTIES OF ADAMS AND A	Colorado	38178
BOULDER VALLEY SCHOOL DISTRICT NO. RE2	Colorado	28357
BYERS SCHOOL DISTRICT NO. 32J	Colorado	6456
CHERRY CREEK SCHOOL DISTRICT NO. 5 IN THE COUNTY OF ARAPAH	Colorado	51808
COLORADO SPRINGS SCHOOL DISTRICT NO. 11 IN THE COUNTY OF E	Colorado	22740
DOUGLAS COUNTY SCHOOL DISTRICT NO. RE 1	Colorado	61409
DURANGO SCHOOL DISTRICT NO. 9-R	Colorado	5146
EAGLE COUNTY SCHOOL DISTRICT NO. RE 50	Colorado	6492
EL PASO COUNTY COLORADO SCHOOL DISTRICT 49	Colorado	24867
FOUNTAIN SCHOOL DISTRICT NO. 8 IN THE COUNTY OF EL PASO AN	Colorado	7885
GREELEYSCHOOL DISTRICT NO. 6 IN THE COUNTY OF WELD AND STA	Colorado	22505
HARRISON SCHOOL DISTRICT NO. 2 IN THE COUNTY OF EL PASO AN	Colorado	12024

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1	Colorado	74251
LEWIS-PALMER CONSOLIDATED SCHOOL DISTRICT NO. 38 IN THE CO	Colorado	6405
LITTLETON SCHOOL DISTRICT NO. 6 IN THE COUNTY OF ARAPAHOE	Colorado	13251
MAPLETON SCHOOL DISTRICT NO. 1 IN THE COUNTY OF ADAMS & ST	Colorado	7016
MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51	Colorado	20078
MONTROSE COUNTY SCHOOL DISTRICT RE-1J	Colorado	6029
POUDRE SCHOOL DISTRICT R-1	Colorado	29772
PUEBLO COUNTY SCHOOL DISTRICT 70	Colorado	10644
PUEBLO SCHOOL DISTRICT NO. 60 IN THE COUNTY OF PUEBLO AND	Colorado	14567
ROARING FORK SCHOOL DISTRICT NO. RE-1	Colorado	5841
SCHOOL DISTRICT 27J	Colorado	23139
SCHOOL DISTRICT N. 14 IN THE COUNTY OF ADAMS & STATE OF COLO	Colorado	5484
SCHOOL DISTRICT NO. 1 IN THE COUNTY OF DENVER AND STATE OF C	Colorado	88258
SCHOOL DISTRICT NO. 3 IN THE COUNTY OF EL PASO AND STATE OF	Colorado	9377
ST. VRAIN VALLEY SCHOOL DISTRICT NO. RE1J	Colorado	31757
STATE CHARTER SCHOOL INSTITUTE	Colorado	19593
THOMPSON SCHOOL DISTRICT R-2J	Colorado	14907
WELD COUNTY REORGANIZED SCHOOL DISTRICT NO. RE-4	Colorado	8458
WESTMINSTER PUBLIC SCHOOLS	Colorado	7631
BRIDGEPORT SCHOOL DISTRICT	Connecticut	19591

BRISTOL SCHOOL DISTRICT	Connecticut	7774
CAPITOL REGION EDUCATION COUNCIL	Connecticut	8916
CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM	Connecticut	11194
DANBURY SCHOOL DISTRICT	Connecticut	12126
EAST HARTFORD SCHOOL DISTRICT	Connecticut	6410
FAIRFIELD SCHOOL DISTRICT	Connecticut	9355
GLASTONBURY SCHOOL DISTRICT	Connecticut	5674
GREENWICH SCHOOL DISTRICT	Connecticut	8589
HAMDEN SCHOOL DISTRICT	Connecticut	5455
HARTFORD SCHOOL DISTRICT	Connecticut	16839
MANCHESTER SCHOOL DISTRICT	Connecticut	6167
MERIDEN SCHOOL DISTRICT	Connecticut	8789
MILFORD SCHOOL DISTRICT	Connecticut	5327
NEW BRITAIN SCHOOL DISTRICT	Connecticut	9900
NEW HAVEN SCHOOL DISTRICT	Connecticut	18966
NORWALK SCHOOL DISTRICT	Connecticut	11520
SOUTH WINDSOR SCHOOL DISTRICT	Connecticut	5022
SOUTHINGTON SCHOOL DISTRICT	Connecticut	6242
STAMFORD SCHOOL DISTRICT	Connecticut	16339
STRATFORD SCHOOL DISTRICT	Connecticut	6743
TRUMBULL SCHOOL DISTRICT	Connecticut	6940
WALLINGFORD SCHOOL DISTRICT	Connecticut	5292
WATERBURY SCHOOL DISTRICT	Connecticut	18956
WEST HARTFORD SCHOOL DISTRICT	Connecticut	9261
WEST HAVEN SCHOOL DISTRICT	Connecticut	5998
WESTPORT SCHOOL DISTRICT	Connecticut	5333
APPOQUINIMINK SCHOOL DISTRICT	Delaware	12945
BRANDYWINE SCHOOL DISTRICT	Delaware	10350

CAESAR RODNEY SCHOOL DISTRICT	Delaware	8259
CAPE HENLOPEN SCHOOL DISTRICT	Delaware	6587
CAPITAL SCHOOL DISTRICT	Delaware	6547
CHRISTINA SCHOOL DISTRICT	Delaware	13076
COLONIAL SCHOOL DISTRICT	Delaware	8778
INDIAN RIVER SCHOOL DISTRICT	Delaware	10786
RED CLAY CONSOLIDATED SCHOOL DISTRICT	Delaware	14546
SMYRNA SCHOOL DISTRICT	Delaware	6010
DISTRICT OF COLUMBIA PUBLIC SCHOOLS	District of Columbia	50839
KIPP DC PCS	District of Columbia	7323
ALACHUA	Florida	28749
BAY	Florida	27675
BREVARD	Florida	73810
BROWARD	Florida	251408
CHARLOTTE	Florida	16864
CITRUS	Florida	15889
CLAY	Florida	39362
COLLIER	Florida	48282
COLUMBIA	Florida	9785
DUVAL	Florida	127971
ESCAMBIA	Florida	37203
FL VIRTUAL	Florida	8902
FLAGLER	Florida	13503
HENDRY	Florida	13406
HERNANDO	Florida	24015
HIGHLANDS	Florida	12175
HILLSBOROUGH	Florida	224152
INDIAN RIVER	Florida	16950

JACKSON	Florida	6094
LAKE	Florida	48285
LEE	Florida	100064
LEON	Florida	31769
LEVY	Florida	5629
MANATEE	Florida	52895
MARION	Florida	45547
MARTIN	Florida	18270
MIAMI-DADE	Florida	335500
MONROE	Florida	8908
NASSAU	Florida	12746
OKALOOSA	Florida	32426
OKEECHOBEE	Florida	6337
ORANGE	Florida	206815
OSCEOLA	Florida	74289
PALM BEACH	Florida	189777
PASCO	Florida	85855
PINELLAS	Florida	91021
POLK	Florida	111041
PUTNAM	Florida	10178
SANTA ROSA	Florida	29824
SARASOTA	Florida	45314
SEMINOLE	Florida	65443
ST. JOHNS	Florida	51434
ST. LUCIE	Florida	46987
SUMTER	Florida	9598
SUWANNEE	Florida	5968
VOLUSIA	Florida	62742
WAKULLA	Florida	5134
WALTON	Florida	11779

ATLANTA PUBLIC SCHOOLS	Georgia	49660
BARROW COUNTY	Georgia	15277
BARTOW COUNTY	Georgia	14156
BIBB COUNTY	Georgia	21324
BRYAN COUNTY	Georgia	10500
BUFORD CITY	Georgia	5946
BULLOCH COUNTY	Georgia	11068
CAMDEN COUNTY	Georgia	9649
CARROLL COUNTY	Georgia	16299
CARROLLTON CITY	Georgia	5752
CATOOSA COUNTY	Georgia	10175
CHEROKEE COUNTY	Georgia	42016
CITY SCHOOLS OF DECATUR	Georgia	5509
CLARKE COUNTY	Georgia	12331
CLAYTON COUNTY	Georgia	50832
COBB COUNTY	Georgia	106358
COFFEE COUNTY	Georgia	7667
COLQUITT COUNTY	Georgia	8844
COLUMBIA COUNTY	Georgia	28854
COWETA COUNTY	Georgia	23040
DALTON PUBLIC SCHOOLS	Georgia	7662
DEKALB COUNTY	Georgia	91398
DOUGHERTY COUNTY	Georgia	13059
DOUGLAS COUNTY	Georgia	25770
EFFINGHAM COUNTY	Georgia	14394
FAYETTE COUNTY	Georgia	19869
FLOYD COUNTY	Georgia	8847
FORSYTH COUNTY	Georgia	54984
FULTON COUNTY	Georgia	88043
GAINESVILLE CITY	Georgia	8144

GLYNN COUNTY	Georgia	12714
GORDON COUNTY	Georgia	6292
GRIFFIN-SPALDING COUNTY	Georgia	9371
GWINNETT COUNTY	Georgia	182214
HABERSHAM COUNTY	Georgia	7177
HALL COUNTY	Georgia	27245
HARRIS COUNTY	Georgia	5617
HENRY COUNTY	Georgia	43258
HOUSTON COUNTY	Georgia	30826
JACKSON COUNTY	Georgia	10524
LAURENS COUNTY	Georgia	6352
LEE COUNTY	Georgia	6129
LIBERTY COUNTY	Georgia	10740
LOWNDES COUNTY	Georgia	10580
MADISON COUNTY	Georgia	5130
MARIETTA CITY	Georgia	8642
MURRAY COUNTY	Georgia	6758
MUSCOGEE COUNTY	Georgia	29698
NEWTON COUNTY	Georgia	18886
OCONEE COUNTY	Georgia	8535
PAULDING COUNTY	Georgia	31831
POLK COUNTY	Georgia	7893
RICHMOND COUNTY	Georgia	29384
ROCKDALE COUNTY	Georgia	15384
ROME CITY	Georgia	6436
SAVANNAH-CHATHAM COUNTY	Georgia	35781
STATE SPECIALTY SCHOOLS I- GEORGIA CONNECTIONS ACADEMY	Georgia	6939
STATE SPECIALTY SCHOOLS I- GEORGIA CYBER ACADEMY	Georgia	9762
THOMAS COUNTY	Georgia	5791

TIFT COUNTY	Georgia	7631
TROUP COUNTY	Georgia	12278
VALDOSTA CITY	Georgia	8406
WALKER COUNTY	Georgia	8422
WALTON COUNTY	Georgia	14679
WARE COUNTY	Georgia	5977
WAYNE COUNTY	Georgia	5220
WHITFIELD COUNTY	Georgia	12151
HAWAII DEPARTMENT OF EDUCATION	Hawaii	169308
BOISE INDEPENDENT DISTRICT	Idaho	22425
BONNEVILLE JOINT DISTRICT	Idaho	13646
CALDWELL DISTRICT	Idaho	5394
CASSIA COUNTY JOINT DISTRICT	Idaho	5507
COEUR D'ALENE DISTRICT	Idaho	9653
IDAHO FALLS DISTRICT	Idaho	10121
JEFFERSON COUNTY JOINT DISTRICT	Idaho	6706
JOINT SCHOOL DISTRICT NO. 2	Idaho	38991
KUNA JOINT DISTRICT	Idaho	5795
MADISON DISTRICT	Idaho	5771
NAMPA SCHOOL DISTRICT	Idaho	13113
ONEIDA COUNTY DISTRICT	Idaho	8704
POCATELLO DISTRICT	Idaho	11908
POST FALLS DISTRICT	Idaho	5894
TWIN FALLS DISTRICT	Idaho	9227
VALLIVUE SCHOOL DISTRICT	Idaho	10014
ALTON CUSD 11	Illinois	5660
ARLINGTON HEIGHTS SD 25	Illinois	5303
AURORA EAST USD 131	Illinois	12260
AURORA WEST USD 129	Illinois	11035

BARRINGTON CUSD 220	Illinois	8026
BATAVIA USD 101	Illinois	5240
BELVIDERE CUSD 100	Illinois	7472
BREMEN CHSD 228	Illinois	5066
CHAMPAIGN CUSD 4	Illinois	10363
CHICAGO PUBLIC SCHOOLS DIST 299	Illinois	322809
CHSD 155	Illinois	5340
CHSD 218	Illinois	5496
CICERO SD 99	Illinois	8598
COLLINSVILLE CUSD 10	Illinois	5966
COMM CONS SD 59	Illinois	5869
CONS HSD 230	Illinois	7719
CRYSTAL LAKE CCSD 47	Illinois	7033
CUSD 200	Illinois	11632
CUSD 300	Illinois	20488
CUSD 308	Illinois	16851
DECATUR SD 61	Illinois	7827
DEKALB CUSD 428	Illinois	6719
EDWARDSVILLE CUSD 7	Illinois	7211
ELMHURST SD 205	Illinois	8330
EVANSTON CCSD 65	Illinois	6273
GENEVA CUSD 304	Illinois	5077
GLENBARD TWP HSD 87	Illinois	7747
GLENBROOK HSD 225	Illinois	5092
GRANITE CITY CUSD 9	Illinois	5775
HARLEM UD 122	Illinois	6254
HUNTLEY COMM SCH DIST 158	Illinois	8519
INDIAN PRAIRIE CUSD 204	Illinois	25950
J S MORTON HSD 201	Illinois	8009
JOLIET PSD 86	Illinois	9449

JOLIET TWP HSD 204	Illinois	6819
LAKE ZURICH CUSD 95	Illinois	5703
LINCOLN WAY CHSD 210	Illinois	6750
MAINE TOWNSHIP HSD 207	Illinois	6211
MCLEAN COUNTY USD 5	Illinois	12518
MOLINE-COAL VALLEY CUSD 40	Illinois	7254
NAPERVILLE CUSD 203	Illinois	16071
OAK PARK ESD 97	Illinois	5596
ORLAND SD 135	Illinois	5201
PALATINE CCSD 15	Illinois	11184
PEORIA SD 150	Illinois	12713
PLAINFIELD SD 202	Illinois	24683
QUINCY SD 172	Illinois	6276
ROCK ISLAND SD 41	Illinois	6209
ROCKFORD SD 205	Illinois	27661
ROUND LAKE CUSD 116	Illinois	6190
SCHAUMBURG CCSD 54	Illinois	15074
SD U-46	Illinois	34553
SPRINGFIELD SD 186	Illinois	12920
ST CHARLES CUSD 303	Illinois	11699
TOWNSHIP HSD 211	Illinois	12267
TOWNSHIP HSD 214	Illinois	12114
VALLEY VIEW CUSD 365U	Illinois	14847
WAUKEGAN CUSD 60	Illinois	13666
WHEELING CCSD 21	Illinois	6205
WOODSTOCK CUSD 200	Illinois	6123
YORKVILLE CUSD 115	Illinois	7119
ANDERSON COMMUNITY SCHOOL CORP	Indiana	6038
AVON COMMUNITY SCHOOL CORP	Indiana	10736

BARTHOLOMEW CON SCHOOL CORP	Indiana	11654
BROWNSBURG COMMUNITY SCHOOL CORP	Indiana	10446
CARMEL CLAY SCHOOLS	Indiana	16116
CENTER GROVE COMMUNITY SCHOOL CORP	Indiana	9621
CLARK-PLEASANT COMMUNITY SCH CORP	Indiana	7012
CONCORD COMMUNITY SCHOOLS	Indiana	5288
CROWN POINT COMMUNITY SCHOOL CORP	Indiana	9138
DUNELAND SCHOOL CORPORATION	Indiana	5786
EAST ALLEN COUNTY SCHOOLS	Indiana	10007
ELKHART COMMUNITY SCHOOLS	Indiana	10932
EVANSVILLE VANDERBURGH SCHOOL CORP	Indiana	21444
FORT WAYNE COMMUNITY SCHOOLS	Indiana	28506
FRANKLIN TOWNSHIP COM SCH CORP	Indiana	11240
GOSHEN COMMUNITY SCHOOLS	Indiana	6221
GREATER CLARK COUNTY SCHOOLS	Indiana	10497
HAMILTON SOUTHEASTERN SCHOOLS	Indiana	21299
INDIANA CONNECTIONS ACADEMY	Indiana	5475
INDIANAPOLIS PUBLIC SCHOOLS	Indiana	21863
KOKOMO SCHOOL CORPORATION	Indiana	5393
LAFAYETTE SCHOOL CORPORATION	Indiana	7152
LAKE CENTRAL SCHOOL CORPORATION	Indiana	9204
LAPORTE COMMUNITY SCHOOL CORP	Indiana	6144

MERRILLVILLE COMMUNITY SCHOOL CORP	Indiana	5867
MICHIGAN CITY AREA SCHOOLS	Indiana	5022
MONROE COUNTY COMMUNITY SCH CORP	Indiana	10467
MSD DECATUR TOWNSHIP	Indiana	6655
MSD LAWRENCE TOWNSHIP	Indiana	16502
MSD PIKE TOWNSHIP	Indiana	10617
MSD SOUTHWEST ALLEN COUNTY SCHLS	Indiana	7555
MSD WARREN TOWNSHIP	Indiana	11440
MSD WASHINGTON TOWNSHIP	Indiana	10735
MSD WAYNE TOWNSHIP	Indiana	15799
MUNCIE COMMUNITY SCHOOLS	Indiana	5165
NEW ALBANY-FLOYD CO CON SCH	Indiana	11380
NOBLESVILLE SCHOOLS	Indiana	10572
NORTHWEST ALLEN COUNTY SCHOOLS	Indiana	8383
PENN-HARRIS-MADISON SCHOOL CORP	Indiana	11538
PERRY TOWNSHIP SCHOOLS	Indiana	16044
PLAINFIELD COMMUNITY SCHOOL CORP	Indiana	5834
PORTAGE TOWNSHIP SCHOOLS	Indiana	6588
SCHOOL CITY OF HAMMOND	Indiana	11275
SCHOOL CITY OF MISHAWAKA	Indiana	5034
SEYMOUR COMMUNITY SCHOOLS	Indiana	5473
SOUTH BEND COMMUNITY SCHOOL CORP	Indiana	14486
TIPPECANOE SCHOOL CORP	Indiana	13526
UNION SCHOOL CORPORATION	Indiana	7855
VALPARAISO COMMUNITY SCHOOLS	Indiana	6441

VIGO COUNTY SCHOOL CORP	Indiana	13524
WARRICK COUNTY SCHOOL CORP	Indiana	10005
WARSAW COMMUNITY SCHOOLS	Indiana	6723
WESTFIELD-WASHINGTON SCHOOLS	Indiana	9701
ZIONSVILLE COMMUNITY SCHOOLS	Indiana	7923
ANKENY COMM SCHOOL DISTRICT	Iowa	12669
CEDAR FALLS COMM SCHOOL DISTRICT	Iowa	5910
CEDAR RAPIDS COMM SCHOOL DISTRICT	Iowa	15589
COLLEGE COMM SCHOOL DISTRICT	Iowa	5749
COUNCIL BLUFFS COMM SCHOOL DISTRICT	Iowa	8546
DAVENPORT COMM SCHOOL DISTRICT	Iowa	13523
DES MOINES INDEPENDENT COMM SCHOOL DISTRICT	Iowa	30277
DUBUQUE COMM SCHOOL DISTRICT	Iowa	10451
IOWA CITY COMM SCHOOL DISTRICT	Iowa	14776
JOHNSTON COMM SCHOOL DISTRICT	Iowa	7480
LINN-MAR COMM SCHOOL DISTRICT	Iowa	7536
MARSHALLTOWN COMM SCHOOL DISTRICT	Iowa	5177
OTTUMWA COMM SCHOOL DISTRICT	Iowa	5011
PLEASANT VALLEY COMM SCHOOL DISTRICT	Iowa	5826
SIOUX CITY COMM SCHOOL DISTRICT	Iowa	14661
SOUTHEAST POLK COMM SCHOOL DISTRICT	Iowa	7424

WATERLOO COMM SCHOOL DISTRICT	Iowa	10606
WAUKEE COMM SCHOOL DISTRICT	Iowa	13600
WEST DES MOINES COMM SCHOOL DISTRICT	Iowa	9170
ANDOVER	Kansas	9376
AUBURN-WASHBURN	Kansas	6008
BLUE VALLEY	Kansas	22393
DE SOTO	Kansas	7364
DERBY	Kansas	7284
DODGE CITY	Kansas	7181
GARDEN CITY	Kansas	7235
GARDNER EDGERTON	Kansas	5895
GEARY COUNTY SCHOOLS	Kansas	7331
GODDARD	Kansas	6253
HAYSVILLE	Kansas	5528
KANSAS CITY	Kansas	21132
LAWRENCE	Kansas	10594
MAIZE	Kansas	8160
MANHATTAN-OGDEN	Kansas	7163
OLATHE	Kansas	28590
SALINA	Kansas	6791
SHAWNEE MISSION PUB SCH	Kansas	26464
SPRING HILL	Kansas	5633
TOPEKA PUBLIC SCHOOLS	Kansas	12601
WICHITA	Kansas	46516
BARREN COUNTY	Kentucky	5072
BOONE COUNTY	Kentucky	20356
BULLITT COUNTY	Kentucky	12954
CAMPBELL COUNTY	Kentucky	5180
CHRISTIAN COUNTY	Kentucky	8184

CLARK COUNTY	Kentucky	5390
DAVISS COUNTY	Kentucky	11005
FAYETTE COUNTY	Kentucky	41697
FLOYD COUNTY	Kentucky	5449
FRANKLIN COUNTY	Kentucky	6188
HARDIN COUNTY	Kentucky	14714
HENDERSON COUNTY	Kentucky	6833
HOPKINS COUNTY	Kentucky	6312
JEFFERSON COUNTY	Kentucky	94793
JESSAMINE COUNTY	Kentucky	8397
KENTON COUNTY	Kentucky	13945
LAUREL COUNTY	Kentucky	8700
MADISON COUNTY	Kentucky	11241
MCCRACKEN COUNTY	Kentucky	6891
OLDHAM COUNTY	Kentucky	12135
PIKE COUNTY	Kentucky	7719
PULASKI COUNTY	Kentucky	7840
SCOTT COUNTY	Kentucky	9873
SHELBY COUNTY	Kentucky	6964
WARREN COUNTY	Kentucky	18164
ACADIA PARISH	Louisiana	9459
ASCENSION PARISH	Louisiana	24683
AVOYELLES PARISH	Louisiana	5007
BEAUREGARD PARISH	Louisiana	5959
BOSSIER PARISH	Louisiana	23587
CADDO PARISH	Louisiana	35044
CALCASIEU PARISH	Louisiana	29282
CITY OF MONROE SCHOOL DISTRICT	Louisiana	8683
DESOTO PARISH	Louisiana	5135
EAST BATON ROUGE PARISH	Louisiana	42590

EVANGELINE PARISH	Louisiana	5616
IBERIA PARISH	Louisiana	11427
JEFFERSON DAVIS PARISH	Louisiana	5538
JEFFERSON PARISH	Louisiana	50467
LAFAYETTE PARISH	Louisiana	30991
LAFOURCHE PARISH	Louisiana	14005
LINCOLN PARISH	Louisiana	5803
LIVINGSTON PARISH	Louisiana	27843
NATCHITOCHE PARISH	Louisiana	5205
OUACHITA PARISH	Louisiana	18657
RAPIDES PARISH	Louisiana	22546
ST. BERNARD PARISH	Louisiana	8147
ST. CHARLES PARISH	Louisiana	9293
ST. JOHN THE BAPTIST PARISH	Louisiana	5429
ST. LANDRY PARISH	Louisiana	11980
ST. MARTIN PARISH	Louisiana	7216
ST. MARY PARISH	Louisiana	7794
ST. TAMMANY PARISH	Louisiana	38794
TANGIPAHOA PARISH	Louisiana	20513
TERREBONNE PARISH	Louisiana	15624
VERMILION PARISH	Louisiana	9587
VERNON PARISH	Louisiana	9075
WEBSTER PARISH	Louisiana	5359
ZACHARY COMMUNITY SCHOOL DISTRICT	Louisiana	5753
LEWISTON PUBLIC SCHOOLS	Maine	5147
PORTLAND PUBLIC SCHOOLS	Maine	6649
ALLEGANY COUNTY PUBLIC SCHOOLS	Maryland	8205
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS	Maryland	84346

BALTIMORE CITY PUBLIC SCHOOLS	Maryland	75811
BALTIMORE COUNTY PUBLIC SCHOOLS	Maryland	110275
CALVERT COUNTY PUBLIC SCHOOLS	Maryland	15179
CAROLINE COUNTY PUBLIC SCHOOLS	Maryland	5676
CARROLL COUNTY PUBLIC SCHOOLS	Maryland	26123
CECIL COUNTY PUBLIC SCHOOLS	Maryland	14997
CHARLES COUNTY PUBLIC SCHOOLS	Maryland	27765
FREDERICK COUNTY PUBLIC SCHOOLS	Maryland	47681
HARFORD COUNTY PUBLIC SCHOOLS	Maryland	38105
HOWARD COUNTY PUBLIC SCHOOLS	Maryland	57633
MONTGOMERY COUNTY PUBLIC SCHOOLS	Maryland	160223
PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS	Maryland	131310
QUEEN ANNE'S COUNTY PUBLIC SCHOOLS	Maryland	7502
ST. MARY'S COUNTY PUBLIC SCHOOLS	Maryland	17223
WASHINGTON COUNTY PUBLIC SCHOOLS	Maryland	22549
WICOMICO COUNTY PUBLIC SCHOOLS	Maryland	15086
WORCESTER COUNTY PUBLIC SCHOOLS	Maryland	6848
ACTON-BOXBOROUGH	Massachusetts	5099
ANDOVER	Massachusetts	5448
ARLINGTON	Massachusetts	5997
ATTLEBORO	Massachusetts	6057

BOSTON	Massachusetts	45742
BRAINTREE	Massachusetts	5237
BRIDGEWATER-RAYNHAM	Massachusetts	5582
BROCKTON	Massachusetts	14954
BROOKLINE	Massachusetts	7039
CAMBRIDGE	Massachusetts	6915
CHELMSFORD	Massachusetts	5130
CHELSEA	Massachusetts	6148
CHICOPEE	Massachusetts	6807
EVERETT	Massachusetts	7345
FALL RIVER	Massachusetts	10656
FITCHBURG	Massachusetts	5124
FRAMINGHAM	Massachusetts	9134
HAVERHILL	Massachusetts	7882
LAWRENCE	Massachusetts	13008
LEOMINSTER	Massachusetts	6012
LEXINGTON	Massachusetts	6805
LOWELL	Massachusetts	14273
LYNN	Massachusetts	16022
MALDEN	Massachusetts	6282
METHUEN	Massachusetts	6532
NATICK	Massachusetts	5303
NEEDHAM	Massachusetts	5541
NEW BEDFORD	Massachusetts	12488
NEWTON	Massachusetts	11752
PEABODY	Massachusetts	5832
PLYMOUTH	Massachusetts	7055
QUINCY	Massachusetts	9695
REVERE	Massachusetts	7344
SHREWSBURY	Massachusetts	5921

SPRINGFIELD	Massachusetts	23693
TAUNTON	Massachusetts	8018
WACHUSETT	Massachusetts	6676
WALTHAM	Massachusetts	5709
WEYMOUTH	Massachusetts	5641
WORCESTER	Massachusetts	24350
ANCHOR BAY SCHOOL DISTRICT	Michigan	5397
ANN ARBOR PUBLIC SCHOOLS	Michigan	16978
BAY CITY SCHOOL DISTRICT	Michigan	6180
BIRMINGHAM PUBLIC SCHOOLS	Michigan	7394
BLOOMFIELD HILLS SCHOOLS	Michigan	5069
BRIGHTON AREA SCHOOLS	Michigan	5827
CHIPPEWA VALLEY SCHOOLS	Michigan	14505
CLARKSTON COMMUNITY SCHOOL DISTRICT	Michigan	6757
DAVISON COMMUNITY SCHOOLS	Michigan	5470
DEARBORN CITY SCHOOL DISTRICT	Michigan	19621
DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT	MICHIGAN	48271
FARMINGTON PUBLIC SCHOOL DISTRICT	Michigan	9154
FOREST HILLS PUBLIC SCHOOLS	Michigan	9065
GRAND BLANC COMMUNITY SCHOOLS	Michigan	7571
GRAND HAVEN AREA PUBLIC SCHOOLS	Michigan	5306
GRAND LEDGE PUBLIC SCHOOLS	Michigan	5328
GRAND RAPIDS PUBLIC SCHOOLS	Michigan	13802
GRANDVILLE PUBLIC SCHOOLS	Michigan	5476
GROSSE POINTE PUBLIC SCHOOLS	Michigan	6467
HARTLAND CONSOLIDATED SCHOOLS	Michigan	5052
HOWELL PUBLIC SCHOOLS	Michigan	6722

HUDSONVILLE PUBLIC SCHOOL DISTRICT	Michigan	6737
HURON VALLEY SCHOOLS	Michigan	7849
JENISON PUBLIC SCHOOLS	Michigan	5145
KALAMAZOO PUBLIC SCHOOLS	Michigan	12323
KENTWOOD PUBLIC SCHOOLS	Michigan	9422
LAKE ORION COMMUNITY SCHOOLS	Michigan	6745
L'ANSE CREUSE PUBLIC SCHOOLS	Michigan	9297
LANSING PUBLIC SCHOOL DISTRICT	Michigan	10194
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT	Michigan	13145
MIDLAND PUBLIC SCHOOLS	Michigan	7359
NORTHVILLE PUBLIC SCHOOLS	Michigan	6971
NOVI COMMUNITY SCHOOL DISTRICT	Michigan	6720
OXFORD COMMUNITY SCHOOLS	Michigan	5722
PLYMOUTH-CANTON COMMUNITY SCHOOLS	Michigan	16228
PORT HURON AREA SCHOOL DISTRICT	Michigan	7147
PORTAGE PUBLIC SCHOOLS	Michigan	8514
ROCHESTER COMMUNITY SCHOOL DISTRICT	Michigan	14950
ROCKFORD PUBLIC SCHOOLS	Michigan	7644
ROMEO COMMUNITY SCHOOLS	Michigan	5236
SAGINAW SCHOOL DISTRICT OF THE CITY OF	Michigan	5304
SOUTH LYON COMMUNITY SCHOOLS	Michigan	8412
TAYLOR SCHOOL DISTRICT	Michigan	5614
TRAVERSE CITY AREA PUBLIC SCHOOLS	Michigan	8655
TROY SCHOOL DISTRICT	Michigan	12391

UTICA COMMUNITY SCHOOLS	Michigan	25501
WALLED LAKE CONSOLIDATED SCHOOLS	Michigan	11957
WARREN CONSOLIDATED SCHOOLS	Michigan	12685
WATERFORD SCHOOL DISTRICT	Michigan	6892
WAYNE RESA	Michigan	8085
WAYNE-WESTLAND COMMUNITY SCHOOL DISTRICT	Michigan	9613
WEST OTTAWA PUBLIC SCHOOL DISTRICT	Michigan	6708
WOODHAVEN-BROWNSTOWN SCHOOL DISTRICT	Michigan	5622
ZEELAND PUBLIC SCHOOLS	Michigan	5916
ANOKA-HENNEPIN SCHOOL DISTRICT	Minnesota	38631
AUSTIN PUBLIC SCHOOL DISTRICT	Minnesota	5146
BLOOMINGTON PUBLIC SCHOOL DISTRICT	Minnesota	10294
BRAINERD PUBLIC SCHOOL DISTRICT	Minnesota	6134
BUFFALO-HANOVER-MONTROSE SCHOOLS	Minnesota	5282
BURNSVILLE-EAGAN-SAVAGE SCHOOLS	Minnesota	7594
CAMBRIDGE-ISANTI PUBLIC SCHOOL DIST	Minnesota	5092
CENTENNIAL PUBLIC SCHOOL DISTRICT	Minnesota	6772
DULUTH PUBLIC SCHOOL DISTRICT	Minnesota	8757
EASTERN CARVER COUNTY PUBLIC SCHOOL	Minnesota	9254
EDEN PRAIRIE PUBLIC SCHOOL DISTRICT	Minnesota	8963
EDINA PUBLIC SCHOOL DISTRICT	Minnesota	8609

ELK RIVER PUBLIC SCHOOL DISTRICT	Minnesota	14352
FARMINGTON PUBLIC SCHOOL DISTRICT	Minnesota	6630
FOREST LAKE PUBLIC SCHOOL DISTRICT	Minnesota	5763
HOPKINS PUBLIC SCHOOL DISTRICT	Minnesota	6977
LAKEVILLE AREA SCHOOLS	Minnesota	12021
MANKATO PUBLIC SCHOOL DISTRICT	Minnesota	8276
MINNEAPOLIS PUBLIC SCHOOL DISTRICT	Minnesota	29063
MINNETONKA PUBLIC SCHOOL DISTRICT	Minnesota	11356
MOORHEAD AREA PUBLIC SCHOOLS	Minnesota	7460
MOUNDS VIEW PUBLIC SCHOOL DISTRICT	Minnesota	11632
NORTH ST. PAUL-MAPLEWOOD OAKDALE	Minnesota	10633
OSSEO PUBLIC SCHOOL DISTRICT	Minnesota	20776
PRIOR LAKE-SAVAGE AREA SCHOOLS	Minnesota	8777
ROBBINSDALE PUBLIC SCHOOL DISTRICT	Minnesota	10735
ROCHESTER PUBLIC SCHOOL DISTRICT	Minnesota	17342
ROSEMOUNT-APPLE VALLEY-EAGAN	Minnesota	29115
ROSEVILLE PUBLIC SCHOOL DISTRICT	Minnesota	7355
SAINT PAUL PUBLIC SCHOOLS	Minnesota	32145
SHAKOPEE PUBLIC SCHOOL DISTRICT	Minnesota	7678
SOUTH WASHINGTON COUNTY SCHOOLS	Minnesota	19360

SPRING LAKE PARK PUBLIC SCHOOLS	Minnesota	6140
ST. CLOUD PUBLIC SCHOOL DISTRICT	Minnesota	9543
ST. MICHAEL-ALBERTVILLE SCHOOLS	Minnesota	6696
STILLWATER AREA PUBLIC SCHOOLS	Minnesota	8368
WAYZATA PUBLIC SCHOOL DISTRICT	Minnesota	12625
WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	Minnesota	5293
WHITE BEAR LAKE SCHOOL DISTRICT	Minnesota	8549
BILOXI PUBLIC SCHOOL DIST	Mississippi	5764
CLINTON PUBLIC SCHOOL DIST	Mississippi	5187
DESOTO CO SCHOOL DIST	Mississippi	34819
GULFPORT SCHOOL DIST	Mississippi	6084
HARRISON CO SCHOOL DIST	Mississippi	14299
JACKSON CO SCHOOL DIST	Mississippi	8936
JACKSON PUBLIC SCHOOL DISTRICT	Mississippi	17747
JONES CO SCHOOL DIST	Mississippi	8581
LAMAR COUNTY SCHOOL DISTRICT	Mississippi	10498
LAUDERDALE CO SCHOOL DIST	Mississippi	5951
LEE COUNTY SCHOOL DISTRICT	Mississippi	6296
LOWNDES CO SCHOOL DIST	Mississippi	5360
MADISON CO SCHOOL DIST	Mississippi	12971
OCEAN SPRINGS SCHOOL DIST	Mississippi	5808
PASCAGOULA-GAUTIER SCHOOL DISTRICT	Mississippi	6501
RANKIN CO SCHOOL DIST	Mississippi	18485
TUPELO PUBLIC SCHOOL DIST	Mississippi	7134
VICKSBURG WARREN SCHOOL DIST	Mississippi	6844

BLUE SPRINGS R-IV	Missouri	14744
CARTHAGE R-IX	Missouri	5062
COLUMBIA 93	Missouri	18769
FERGUSON-FLORISSANT R-II	Missouri	9336
FORT ZUMWALT SCHOOL DISTRICT	Missouri	16829
FOX C-6	Missouri	10453
FRANCIS HOWELL R-III	Missouri	17241
HAZELWOOD	Missouri	16262
INDEPENDENCE 30	Missouri	14168
JACKSON R-II	Missouri	5744
JEFFERSON CITY	Missouri	8560
JOPLIN SCHOOLS	Missouri	7746
KANSAS CITY 33	Missouri	14694
KIRKWOOD R-VII	Missouri	6096
LEE'S SUMMIT R-VII	Missouri	17797
LIBERTY 53	Missouri	12154
LINDBERGH SCHOOLS	Missouri	7497
MEHLVILLE R-IX	Missouri	10162
NEOSHO SCHOOL DISTRICT	Missouri	5000
NIXA PUBLIC SCHOOLS	Missouri	6640
NORTH KANSAS CITY 74	Missouri	21015
NORTHWEST R-I	Missouri	5900
OZARK R-VI	Missouri	5964
PARK HILL	Missouri	11915
PARKWAY C-2	Missouri	16924
PATTONVILLE R-III	Missouri	6128
POPLAR BLUFF R-I	Missouri	5074
RAYMORE-PECULIAR R-II	Missouri	6314
RAYTOWN C-2	Missouri	7953
REPUBLIC R-III	Missouri	5281

RITENOUR	Missouri	6414
RIVERVIEW GARDENS	Missouri	5100
ROCKWOOD R-VI	Missouri	20088
SEDALIA 200	Missouri	5069
SPRINGFIELD R-XII	Missouri	24267
ST. JOSEPH	Missouri	10477
ST. LOUIS CITY	Missouri	18284
TROY R-III	Missouri	6955
WAYNESVILLE R-VI	Missouri	6091
WENTZVILLE R-IV	Missouri	17944
BILLINGS ELEM	Montana	11089
BILLINGS H S	Montana	5481
GREAT FALLS ELEM	Montana	6899
HELENA ELEM	Montana	5173
MISSOULA ELEM	Montana	5177
BELLEVUE PUBLIC SCHOOLS	Nebraska	9444
ELKHORN PUBLIC SCHOOLS	Nebraska	11455
FREMONT PUBLIC SCHOOLS	Nebraska	5333
GRAND ISLAND PUBLIC SCHOOLS	Nebraska	10070
GRETNA PUBLIC SCHOOLS	Nebraska	6788
KEARNEY PUBLIC SCHOOLS	Nebraska	6064
LINCOLN PUBLIC SCHOOLS	Nebraska	41654
MILLARD PUBLIC SCHOOLS	Nebraska	23300
OMAHA PUBLIC SCHOOLS	Nebraska	51693
PAPILLION LA VISTA COMMUNITY SCHOOLS	Nebraska	12039
WESTSIDE COMMUNITY SCHOOLS	Nebraska	6319
CARSON CITY	Nevada	7484
CLARK COUNTY	Nevada	304565
DOUGLAS	Nevada	5032
ELKO	Nevada	9888

LYON	Nevada	9057
NYE	Nevada	5657
STATE SPONSORED CHARTER SCHOOLS	Nevada	61883
WASHOE COUNTY	Nevada	63777
MANCHESTER SCHOOL DISTRICT	New Hampshire	11980
NASHUA SCHOOL DISTRICT	New Hampshire	9863
ATLANTIC CITY SCHOOL DISTRICT	New Jersey	6401
BAYONNE SCHOOL DISTRICT	New Jersey	10697
BELLEVILLE PUBLIC SCHOOL DISTRICT	New Jersey	5095
BLOOMFIELD TOWNSHIP SCHOOL DISTRICT	New Jersey	6438
BRICK TOWNSHIP PUBLIC SCHOOL DISTRICT	New Jersey	8293
BRIDGETON CITY SCHOOL DISTRICT	New Jersey	6213
BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT	New Jersey	7994
CAMDEN CITY SCHOOL DISTRICT	New Jersey	7117
CHERRY HILL SCHOOL DISTRICT	New Jersey	10772
CLIFTON PUBLIC SCHOOL DISTRICT	New Jersey	11010
EAST BRUNSWICK TOWNSHIP SCHOOL DISTRICT	New Jersey	8184
EAST ORANGE SCHOOL DISTRICT	New Jersey	9337
EAST WINDSOR REGIONAL SCHOOL DISTRICT	New Jersey	5194
EDISON TOWNSHIP SCHOOL DISTRICT	New Jersey	17005
EGG HARBOR TOWNSHIP SCHOOL DISTRICT	New Jersey	7473
ELIZABETH PUBLIC SCHOOLS	New Jersey	28334
FAIR LAWN PUBLIC SCHOOL DISTRICT	New Jersey	5567

FRANKLIN TOWNSHIP PUBLIC SCHOOL DISTRICT	New Jersey	7352
FREEHOLD REGIONAL HIGH SCHOOL DISTRICT	New Jersey	10250
GLOUCESTER TOWNSHIP PUBLIC SCHOOLS	New Jersey	6644
HACKENSACK SCHOOL DISTRICT	New Jersey	5323
HAMILTON TOWNSHIP PUBLIC SCHOOL DISTRICT	New Jersey	12377
HILLSBOROUGH TOWNSHIP PUBLIC SCHOOL DISTRICT	New Jersey	7263
HOWELL TOWNSHIP PUBLIC SCHOOL DISTRICT	New Jersey	5716
IRVINGTON PUBLIC SCHOOL DISTRICT	New Jersey	7770
JACKSON TOWNSHIP SCHOOL DISTRICT	New Jersey	7628
JERSEY CITY PUBLIC SCHOOLS	New Jersey	26293
KEARNY	New Jersey	5435
LENAPE REGIONAL HIGH SCHOOL DISTRICT	New Jersey	6593
LINDEN PUBLIC SCHOOL DISTRICT	New Jersey	6461
LIVINGSTON BOARD OF EDUCATION SCHOOL DISTRICT	New Jersey	6489
LONG BRANCH PUBLIC SCHOOL DISTRICT	New Jersey	5400
MIDDLETOWN TOWNSHIP PUBLIC SCHOOL DISTRICT	New Jersey	8895
MILLVILLE SCHOOL DISTRICT	New Jersey	5106
MONROE TOWNSHIP PUBLIC SCHOOL DISTRICT	New Jersey	5746
MONROE TOWNSHIP SCHOOL DISTRICT	New Jersey	6906
MONTCLAIR PUBLIC SCHOOL DISTRICT	New Jersey	6192
MORRIS SCHOOL DISTRICT	New Jersey	5708

NEW BRUNSWICK SCHOOL DISTRICT	New Jersey	9443
NEWARK PUBLIC SCHOOL DISTRICT	New Jersey	42791
NORTH BERGEN SCHOOL DISTRICT	New Jersey	7165
NORTH BRUNSWICK TOWNSHIP SCHOOL DISTRICT	New Jersey	5950
NORTH STAR ACADEMY CHARTER SCHOOL	New Jersey	6490
OLD BRIDGE TOWNSHIP SCHOOL DISTRICT	New Jersey	7976
ORANGE BOARD OF EDUCATION SCHOOL DISTRICT	New Jersey	5918
PARSIPPANY-TROY HILLS TOWNSHIP SCHOOL DISTRICT	New Jersey	7227
PASSAIC CITY SCHOOL DISTRICT	New Jersey	12366
PATERSON PUBLIC SCHOOL DISTRICT	New Jersey	24692
PERTH AMBOY PUBLIC SCHOOL DISTRICT	New Jersey	10356
PISCATAWAY TOWNSHIP SCHOOL DISTRICT	New Jersey	7333
PLAINFIELD PUBLIC SCHOOL DISTRICT	New Jersey	10436
RIDGEWOOD PUBLIC SCHOOL DISTRICT	New Jersey	5544
SAYREVILLE SCHOOL DISTRICT	New Jersey	6460
SCOTCH PLAINS-FANWOOD SCHOOL DISTRICT	New Jersey	5758
SOUTH BRUNSWICK SCHOOL DISTRICT	New Jersey	7936
SOUTH ORANGE-MAPLEWOOD SCHOOL DISTRICT	New Jersey	7047
TEAM ACADEMY CHARTER SCHOOL	New Jersey	6318
TOMS RIVER REGIONAL SCHOOL DISTRICT	New Jersey	14654

TOWNSHIP OF UNION SCHOOL DISTRICT	New Jersey	7970
TRENTON PUBLIC SCHOOL DISTRICT	New Jersey	15459
UNION CITY SCHOOL DISTRICT	New Jersey	12797
VINELAND PUBLIC SCHOOL DISTRICT	New Jersey	10317
WASHINGTON TOWNSHIP SCHOOL DISTRICT	New Jersey	7302
WAYNE TOWNSHIP PUBLIC SCHOOL DISTRICT	New Jersey	7816
WEST NEW YORK SCHOOL DISTRICT	New Jersey	8059
WEST ORANGE PUBLIC SCHOOLS	New Jersey	7030
WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL DISTRICT	New Jersey	9015
WESTFIELD PUBLIC SCHOOL DISTRICT	New Jersey	5979
WINSLOW TOWNSHIP SCHOOL DISTRICT	New Jersey	5024
WOODBRIIDGE TOWNSHIP SCHOOL DISTRICT	New Jersey	14044
ALAMOGORDO	New Mexico	5480
ALBUQUERQUE	New Mexico	76756
CARLSBAD	New Mexico	7343
CLOVIS	New Mexico	7532
DEMING	New Mexico	5232
FARMINGTON	New Mexico	11120
GADSDEN	New Mexico	12130
GALLUP	New Mexico	12439
HOBBS	New Mexico	10226
LAS CRUCES	New Mexico	23404
LOS LUNAS	New Mexico	8242
RIO RANCHO	New Mexico	16725

ROSWELL	New Mexico	9386
SANTA FE	New Mexico	11490
ALBANY CITY SCHOOL DISTRICT	New York	8329
ARLINGTON CENTRAL SCHOOL DISTRICT	New York	7768
BALDWINVILLE CENTRAL SCHOOL DISTRICT	New York	5496
BAY SHORE UNION FREE SCHOOL DISTRICT	New York	5788
BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT	New York	5266
BRENTWOOD UNION FREE SCHOOL DISTRICT	New York	18443
BUFFALO CITY SCHOOL DISTRICT	New York	29866
CENTRAL ISLIP UNION FREE SCHOOL DISTRICT	New York	7867
CLARKSTOWN CENTRAL SCHOOL DISTRICT	New York	7991
COMMACK UNION FREE SCHOOL DISTRICT	New York	5518
CONNETQUOT CENTRAL SCHOOL DISTRICT	New York	5396
EAST MEADOW UNION FREE SCHOOL DISTRICT	New York	7900
EAST RAMAPO CENTRAL SCHOOL DISTRICT (SPRING VALLEY)	New York	10473
ELMIRA CITY SCHOOL DISTRICT	New York	5440
FAIRPORT CENTRAL SCHOOL DISTRICT	New York	5334
FARMINGDALE UNION FREE SCHOOL DISTRICT	New York	5313
FREEPORT UNION FREE SCHOOL DISTRICT	New York	6343
GREAT NECK UNION FREE SCHOOL DISTRICT	New York	6841

GREECE CENTRAL SCHOOL DISTRICT	New York	10007
HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT	New York	7248
HAVERSTRAW-STONY POINT CSD (NORTH ROCKLAND)	New York	7901
HEMPSTEAD UNION FREE SCHOOL DISTRICT	New York	6343
HICKSVILLE UNION FREE SCHOOL DISTRICT	New York	5508
ITHACA CITY SCHOOL DISTRICT	New York	5103
KENMORE-TONAWANDA UNION FREE SCHOOL DISTRICT	New York	6486
KINGSTON CITY SCHOOL DISTRICT	New York	6284
LAKELAND CENTRAL SCHOOL DISTRICT	New York	5422
LANCASTER CENTRAL SCHOOL DISTRICT	New York	5412
LEVITTOWN UNION FREE SCHOOL DISTRICT	New York	7174
LINDENHURST UNION FREE SCHOOL DISTRICT	New York	5642
LIVERPOOL CENTRAL SCHOOL DISTRICT	New York	6750
LONGWOOD CENTRAL SCHOOL DISTRICT	New York	8949
MAMARONECK UNION FREE SCHOOL DISTRICT	New York	5565
MASSAPEQUA UNION FREE SCHOOL DISTRICT	New York	6542
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT	New York	9467
MIDDLETOWN CITY SCHOOL DISTRICT	New York	7449
MONROE-WOODBURY CENTRAL SCHOOL DISTRICT	New York	6562
MOUNT VERNON SCHOOL DISTRICT	New York	6813

NEW ROCHELLE CITY SCHOOL DISTRICT	New York	9910
NEW YORK CITY GEOGRAPHIC DISTRICT # 1	New York	9896
NEW YORK CITY GEOGRAPHIC DISTRICT # 2	New York	55421
NEW YORK CITY GEOGRAPHIC DISTRICT # 3	New York	19335
NEW YORK CITY GEOGRAPHIC DISTRICT # 4	New York	11690
NEW YORK CITY GEOGRAPHIC DISTRICT # 5	New York	8945
NEW YORK CITY GEOGRAPHIC DISTRICT # 6	New York	17940
NEW YORK CITY GEOGRAPHIC DISTRICT # 7	New York	15146
NEW YORK CITY GEOGRAPHIC DISTRICT # 8	New York	24000
NEW YORK CITY GEOGRAPHIC DISTRICT # 9	New York	26766
NEW YORK CITY GEOGRAPHIC DISTRICT #10	New York	43655
NEW YORK CITY GEOGRAPHIC DISTRICT #11	New York	32583
NEW YORK CITY GEOGRAPHIC DISTRICT #12	New York	17376
NEW YORK CITY GEOGRAPHIC DISTRICT #13	New York	19232
NEW YORK CITY GEOGRAPHIC DISTRICT #14	New York	15196
NEW YORK CITY GEOGRAPHIC DISTRICT #15	New York	26808
NEW YORK CITY GEOGRAPHIC DISTRICT #16	New York	5827
NEW YORK CITY GEOGRAPHIC DISTRICT #17	New York	17805

NEW YORK CITY GEOGRAPHIC DISTRICT #18	New York	11223
NEW YORK CITY GEOGRAPHIC DISTRICT #19	New York	19963
NEW YORK CITY GEOGRAPHIC DISTRICT #20	New York	46673
NEW YORK CITY GEOGRAPHIC DISTRICT #21	New York	34525
NEW YORK CITY GEOGRAPHIC DISTRICT #22	New York	31726
NEW YORK CITY GEOGRAPHIC DISTRICT #23	New York	8334
NEW YORK CITY GEOGRAPHIC DISTRICT #24	New York	50843
NEW YORK CITY GEOGRAPHIC DISTRICT #25	New York	34702
NEW YORK CITY GEOGRAPHIC DISTRICT #26	New York	29442
NEW YORK CITY GEOGRAPHIC DISTRICT #27	New York	41663
NEW YORK CITY GEOGRAPHIC DISTRICT #28	New York	38052
NEW YORK CITY GEOGRAPHIC DISTRICT #29	New York	23648
NEW YORK CITY GEOGRAPHIC DISTRICT #30	New York	37414
NEW YORK CITY GEOGRAPHIC DISTRICT #31	New York	60047
NEW YORK CITY GEOGRAPHIC DISTRICT #32	New York	9633
NEWBURGH CITY SCHOOL DISTRICT	New York	11227
NIAGARA FALLS CITY SCHOOL DISTRICT	New York	7029
NORTH COLONIE CSD	New York	6109
NORTH SYRACUSE CENTRAL SCHOOL DISTRICT	New York	7990

OCEANSIDE UNION FREE SCHOOL DISTRICT	New York	5544
PATCHOGUE-MEDFORD UNION FREE SCHOOL DISTRICT	New York	7463
PITTSFORD CENTRAL SCHOOL DISTRICT	New York	5582
PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT	New York	5359
PORT WASHINGTON UNION FREE SCHOOL DISTRICT	New York	5384
RIVERHEAD CENTRAL SCHOOL DISTRICT	New York	5656
ROCHESTER CITY SCHOOL DISTRICT	New York	22164
ROME CITY SCHOOL DISTRICT	New York	5279
RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT	New York	5771
SACHEM CENTRAL SCHOOL DISTRICT	New York	11729
SARATOGA SPRINGS CITY SD	New York	5858
SCHENECTADY CITY SCHOOL DISTRICT	New York	9185
SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT	New York	7846
SHENENDEHOWA CENTRAL SCHOOL DISTRICT	New York	9328
SMITHTOWN CENTRAL SCHOOL DISTRICT	New York	7705
SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT	New York	5843
SYOSSET CENTRAL SCHOOL DISTRICT	New York	7016
SYRACUSE CITY SCHOOL DISTRICT	New York	18072
THREE VILLAGE CENTRAL SCHOOL DISTRICT	New York	5686
UNIONDALE UNION FREE SCHOOL DISTRICT	New York	6210

UTICA CITY SCHOOL DISTRICT	New York	9329
WAPPINGERS CENTRAL SCHOOL DISTRICT	New York	10614
WEBSTER CENTRAL SCHOOL DISTRICT	New York	8098
WEST SENECA CENTRAL SCHOOL DISTRICT	New York	6100
WHITE PLAINS CITY SCHOOL DISTRICT	New York	6784
WILLIAM FLOYD UNION FREE SCHOOL DISTRICT	New York	9417
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT	New York	9731
YONKERS CITY SCHOOL DISTRICT	New York	24339
ALAMANCE-BURLINGTON SCHOOLS	North Carolina	22477
BEAUFORT COUNTY SCHOOLS	North Carolina	5802
BRUNSWICK COUNTY SCHOOLS	North Carolina	13262
BUNCOMBE COUNTY SCHOOLS	North Carolina	22172
BURKE COUNTY SCHOOLS	North Carolina	11690
CABARRUS COUNTY SCHOOLS	North Carolina	35021
CALDWELL COUNTY SCHOOLS	North Carolina	10665
CARTERET COUNTY PUBLIC SCHOOLS	North Carolina	8035
CATAWBA COUNTY SCHOOLS	North Carolina	15880
CHAPEL HILL-CARRBORO CITY SCHOOLS	North Carolina	11386
CHARLOTTE-MECKLENBURG SCHOOLS	North Carolina	144116
CHATHAM COUNTY SCHOOLS	North Carolina	9023
CLEVELAND COUNTY SCHOOLS	North Carolina	14458
COLUMBUS COUNTY SCHOOLS	North Carolina	5360
CRAVEN COUNTY BOARD OF EDUCATION	North Carolina	12584

CUMBERLAND COUNTY SCHOOLS	North Carolina	49314
DARE COUNTY SCHOOLS	North Carolina	5102
DAVIDSON COUNTY SCHOOLS	North Carolina	17868
DAVIE COUNTY SCHOOLS	North Carolina	6141
DUPLIN COUNTY SCHOOLS	North Carolina	9835
DURHAM PUBLIC SCHOOLS	North Carolina	31339
EDGECOMBE COUNTY PUBLIC SCHOOLS	North Carolina	5299
FRANKLIN COUNTY SCHOOLS	North Carolina	7994
GASTON COUNTY SCHOOLS	North Carolina	30253
GRANVILLE COUNTY SCHOOLS	North Carolina	6553
GUILFORD COUNTY SCHOOLS	North Carolina	67832
HARNETT COUNTY SCHOOLS	North Carolina	20033
HAYWOOD COUNTY SCHOOLS	North Carolina	6566
HENDERSON COUNTY SCHOOLS	North Carolina	12660
HOKE COUNTY SCHOOLS	North Carolina	8769
IREDELL-STATESVILLE SCHOOLS	North Carolina	20721
JOHNSTON COUNTY PUBLIC SCHOOLS	North Carolina	37289
KANNAPOLIS CITY SCHOOLS	North Carolina	5385
LEE COUNTY SCHOOLS	North Carolina	9051
LENOIR COUNTY PUBLIC SCHOOLS	North Carolina	8372
LINCOLN COUNTY SCHOOLS	North Carolina	11642
MCDOWELL COUNTY SCHOOLS	North Carolina	5661
MOORE COUNTY SCHOOLS	North Carolina	12990
MOORESVILLE GRADED SCHOOL DISTRICT	North Carolina	5845
NASH COUNTY PUBLIC SCHOOLS	North Carolina	14568
NEW HANOVER COUNTY SCHOOLS	North Carolina	25028
ONSLOW COUNTY SCHOOLS	North Carolina	27592
ORANGE COUNTY SCHOOLS	North Carolina	7067

PENDER COUNTY SCHOOLS	North Carolina	11075
PITT COUNTY SCHOOLS	North Carolina	24327
PUBLIC SCHOOLS OF ROBESON COUNTY	North Carolina	20983
RANDOLPH COUNTY SCHOOL SYSTEM	North Carolina	15261
RICHMOND COUNTY SCHOOLS	North Carolina	6639
ROCKINGHAM COUNTY SCHOOLS	North Carolina	11379
ROWAN-SALISBURY SCHOOLS	North Carolina	18110
RUTHERFORD COUNTY SCHOOLS	North Carolina	7409
SAMPSON COUNTY SCHOOLS	North Carolina	8086
SCOTLAND COUNTY SCHOOLS	North Carolina	5533
STANLY COUNTY SCHOOLS	North Carolina	8739
STOKES COUNTY SCHOOLS	North Carolina	5585
SURRY COUNTY SCHOOLS	North Carolina	7352
UNION COUNTY PUBLIC SCHOOLS	North Carolina	41687
VANCE COUNTY SCHOOLS	North Carolina	5368
WAKE COUNTY SCHOOLS	North Carolina	161481
WAYNE COUNTY PUBLIC SCHOOLS	North Carolina	17368
WILKES COUNTY SCHOOLS	North Carolina	8625
WILSON COUNTY SCHOOLS	North Carolina	10260
WINSTON SALEM / FORSYTH COUNTY SCHOOLS	North Carolina	52157
YADKIN COUNTY SCHOOLS	North Carolina	5226
BISMARCK 1	North Dakota	14118
FARGO 1	North Dakota	11484
GRAND FORKS 1	North Dakota	7572
MINOT 1	North Dakota	7680
WEST FARGO 6	North Dakota	12865
WILLISTON BASIN 7	North Dakota	5235
AKRON CITY	Ohio	19982

ALTERNATIVE EDUCATION ACADEMY	Ohio	6486
BEAVERCREEK CITY	Ohio	8008
BEREA CITY	Ohio	5478
BRUNSWICK CITY	Ohio	6023
CANTON CITY	Ohio	7794
CENTERVILLE CITY	Ohio	8420
CINCINNATI PUBLIC SCHOOLS	Ohio	34860
CLEVELAND MUNICIPAL	Ohio	33841
COLUMBUS CITY SCHOOLS DISTRICT	Ohio	45181
DAYTON CITY	Ohio	12441
DELAWARE CITY	Ohio	5648
DUBLIN CITY	Ohio	16736
ELYRIA CITY SCHOOLS	Ohio	5733
FAIRFIELD CITY	Ohio	9592
FINDLAY CITY	Ohio	5612
FOREST HILLS LOCAL	Ohio	6935
GAHANNA-JEFFERSON CITY	Ohio	8121
GROVEPORT MADISON LOCAL	Ohio	6239
HAMILTON CITY	Ohio	9054
HILLIARD CITY	Ohio	16164
HUBER HEIGHTS CITY	Ohio	5903
JACKSON LOCAL	Ohio	5819
KETTERING CITY SCHOOL DISTRICT	Ohio	7762
LAKOTA LOCAL	Ohio	17887
LANCASTER CITY	Ohio	6229
LEBANON CITY	Ohio	5230
LICKING HEIGHTS LOCAL	Ohio	5163
LITTLE MIAMI LOCAL	Ohio	5517
LORAIN CITY	Ohio	6058

MARYSVILLE EXEMPTED VILLAGE	Ohio	5705
MASON CITY	Ohio	10289
MEDINA CITY SD	Ohio	6095
MENTOR EXEMPTED VILLAGE	Ohio	7067
MIDDLETOWN CITY	Ohio	5978
MILFORD EXEMPTED VILLAGE	Ohio	6146
NEW ALBANY-PLAIN LOCAL	Ohio	5065
NEWARK CITY	Ohio	5827
NORTHWEST LOCAL	Ohio	8465
OAK HILLS LOCAL	Ohio	7485
OHIO CONNECTIONS ACADEMY INC	Ohio	5305
OHIO VIRTUAL ACADEMY	Ohio	13997
OLENTANGY LOCAL	Ohio	23806
PARMA CITY	Ohio	8931
PERRYSBURG EXEMPTED VILLAGE	Ohio	5587
PICKERINGTON LOCAL	Ohio	11549
PLAIN LOCAL	Ohio	5917
PRINCETON CITY	Ohio	5940
REYNOLDSBURG CITY	Ohio	7265
SOUTH-WESTERN CITY	Ohio	21873
SPRINGBORO COMMUNITY CITY	Ohio	6262
SPRINGFIELD CITY SCHOOL DISTRICT	Ohio	7217
STOW-MUNROE FALLS CITY SCHOOL DISTRICT	Ohio	5132
STRONGSVILLE CITY	Ohio	5727
SYCAMORE COMMUNITY CITY	Ohio	5939
SYLVANIA SCHOOLS	Ohio	7787
TOLEDO CITY	Ohio	21047
UPPER ARLINGTON CITY	Ohio	6658
WASHINGTON LOCAL	Ohio	6771

WEST CLERMONT LOCAL	Ohio	7887
WESTERVILLE CITY	Ohio	14533
WILLOUGHBY-EASTLAKE CITY	Ohio	6978
WORTHINGTON CITY	Ohio	10848
BARTLESVILLE	Oklahoma	6173
BIXBY	Oklahoma	8061
BROKEN ARROW	Oklahoma	20054
CHOCTAW-NICOMA PARK	Oklahoma	5828
DEER CREEK	Oklahoma	7921
EDMOND	Oklahoma	25878
ENID	Oklahoma	7632
EPIC CHARTER SCHOOL	Oklahoma	27052
JENKS	Oklahoma	12632
LAWTON	Oklahoma	13912
MIDWEST CITY-DEL CITY	Oklahoma	12380
MOORE	Oklahoma	24174
MUSTANG	Oklahoma	13630
NORMAN	Oklahoma	15662
OKLAHOMA CITY	Oklahoma	32899
OWASSO	Oklahoma	9898
PIEDMONT	Oklahoma	5327
PUTNAM CITY	Oklahoma	18733
SAND SPRINGS	Oklahoma	5115
STILLWATER	Oklahoma	6019
TULSA	Oklahoma	33562
UNION	Oklahoma	14974
YUKON	Oklahoma	9521
BEAVERTON SD 48J	Oregon	38049
BEND-LAPINE ADMINISTRATIVE SD 1	Oregon	17075
BETHEL SD 52	Oregon	5003

CENTENNIAL SD 28J	Oregon	5513
CORVALLIS SD 509J	Oregon	6120
DAVID DOUGLAS SD 40	Oregon	8714
DOUGLAS COUNTY SD 4	Oregon	5671
EUGENE SD 4J	Oregon	16283
FOREST GROVE SD 15	Oregon	5788
GRANTS PASS SD 7	Oregon	5675
GREATER ALBANY PUBLIC SD 8J	Oregon	8946
GRESHAM-BARLOW SD 10J	Oregon	11359
HERMISTON SD 8	Oregon	5420
HILLSBORO SD 1J	Oregon	18761
KLAMATH COUNTY SD	Oregon	7078
LAKE OSWEGO SD 7J	Oregon	6849
MCMINNVILLE SD 40	Oregon	6429
MEDFORD SD 549C	Oregon	13763
NORTH CLACKAMAS SD 12	Oregon	16940
OREGON CITY SD 62	Oregon	7282
PORTLAND SD 1J	Oregon	44039
REDMOND SD 2J	Oregon	7068
REYNOLDS SD 7	Oregon	9668
SALEM-KEIZER SD 24J	Oregon	38818
SPRINGFIELD SD 19	Oregon	9405
TIGARD-TUALATIN SD 23J	Oregon	11593
WEST LINN-WILSONVILLE SD 3J	Oregon	9057
WOODBURN SD 103	Oregon	5275
ABINGTON SD	Pennsylvania	8608
ALLENTOWN CITY SD	Pennsylvania	16510
ALTOONA AREA SD	Pennsylvania	7019
BENSALEM TOWNSHIP SD	Pennsylvania	6329
BETHLEHEM AREA SD	Pennsylvania	12864

BOYERTOWN AREA SD	Pennsylvania	6561
BRISTOL TOWNSHIP SD	Pennsylvania	6111
BUTLER AREA SD	Pennsylvania	5941
CANON-MCMILLAN SD	Pennsylvania	5435
CARLISLE AREA SD	Pennsylvania	5164
CENTENNIAL SD	Pennsylvania	5382
CENTRAL BUCKS SD	Pennsylvania	17257
CENTRAL DAUPHIN SD	Pennsylvania	12543
CENTRAL YORK SD	Pennsylvania	5554
CHAMBERSBURG AREA SD	Pennsylvania	9301
COATESVILLE AREA SD	Pennsylvania	5340
COLONIAL SD	Pennsylvania	5628
COMMONWEALTH CHARTER ACADEMY CS	Pennsylvania	23590
COUNCIL ROCK SD	Pennsylvania	10486
CUMBERLAND VALLEY SD	Pennsylvania	10234
DALLASTOWN AREA SD	Pennsylvania	6370
DOWNINGTOWN AREA SD	Pennsylvania	13238
EAST PENN SD	Pennsylvania	7943
EAST STROUDSBURG AREA SD	Pennsylvania	6330
EASTON AREA SD	Pennsylvania	7978
ERIE CITY SD	Pennsylvania	10493
HARRISBURG CITY SD	Pennsylvania	6395
HAVERFORD TOWNSHIP SD	Pennsylvania	6610
HAZLETON AREA SD	Pennsylvania	12609
HEMPFIELD AREA SD	Pennsylvania	5126
HEMPFIELD SD	Pennsylvania	6998
LANCASTER SD	Pennsylvania	10015
LOWER MERION SD	Pennsylvania	8518
MANHEIM TOWNSHIP SD	Pennsylvania	6014
MILLCREEK TOWNSHIP SD	Pennsylvania	6393

MT LEBANON SD	Pennsylvania	5492
NESHAMINY SD	Pennsylvania	9477
NORRISTOWN AREA SD	Pennsylvania	7662
NORTH ALLEGHENY SD	Pennsylvania	8554
NORTH PENN SD	Pennsylvania	12997
NORTHAMPTON AREA SD	Pennsylvania	5179
NORWIN SD	Pennsylvania	5076
OWEN J ROBERTS SD	Pennsylvania	5404
PARKLAND SD	Pennsylvania	9974
PENN MANOR SD	Pennsylvania	5529
PENNRIDGE SD	Pennsylvania	6284
PENNSBURY SD	Pennsylvania	9596
PENNSYLVANIA CYBER CS	Pennsylvania	10378
PHILADELPHIA CITY SD	Pennsylvania	117907
PITTSBURGH SD	Pennsylvania	19769
POCONO MOUNTAIN SD	Pennsylvania	7874
REACH CYBER CS	Pennsylvania	6146
READING SD	Pennsylvania	16657
RIDLEY SD	Pennsylvania	5645
SCRANTON SD	Pennsylvania	9266
SENECA VALLEY SD	Pennsylvania	7476
SOUDERTON AREA SD	Pennsylvania	6064
SPRING-FORD AREA SD	Pennsylvania	8060
STATE COLLEGE AREA SD	Pennsylvania	6712
TREDYFFRIN-EASTTOWN SD	Pennsylvania	6937
UPPER DARBY SD	Pennsylvania	12494
WEST CHESTER AREA SD	Pennsylvania	12109
WEST SHORE SD	Pennsylvania	7449
WILKES-BARRE AREA SD	Pennsylvania	8134
WILSON SD	Pennsylvania	6560

WISSAHICKON SD	Pennsylvania	5187
YORK CITY SD	Pennsylvania	6232
CRANSTON	Rhode Island	10126
EAST PROVIDENCE	Rhode Island	5314
PAWTUCKET	Rhode Island	7887
PROVIDENCE	Rhode Island	19856
WARWICK	Rhode Island	7914
WOONSOCKET	Rhode Island	5574
AIKEN 01	South Carolina	23103
ANDERSON 01	South Carolina	11001
ANDERSON 05	South Carolina	12478
BEAUFORT 01	South Carolina	21489
BERKELEY 01	South Carolina	39265
CHARLESTON 01	South Carolina	50400
CHARTER INSTITUTE AT ERSKINE	SOUTH CAROLINA	25146
CHEROKEE 01	South Carolina	7712
CHESTERFIELD 01	South Carolina	6975
DARLINGTON 01	South Carolina	8862
DORCHESTER 02	South Carolina	26547
FLORENCE 01	South Carolina	15910
GEORGETOWN 01	South Carolina	8355
GREENVILLE 01	South Carolina	78371
GREENWOOD 50	South Carolina	8520
HORRY 01	South Carolina	48205
KERSHAW 01	South Carolina	11149
LANCASTER 01	South Carolina	15298
LAURENS 55	South Carolina	5206
LEXINGTON 01	South Carolina	27105
LEXINGTON 02	South Carolina	8544
LEXINGTON 05	South Carolina	17278

NEWBERRY 01	South Carolina	5773
OCONEE 01	South Carolina	10076
ORANGEBURG	South Carolina	10620
PICKENS 01	South Carolina	16223
RICHLAND 01	South Carolina	22123
RICHLAND 02	South Carolina	28917
SC PUBLIC CHARTER SCHOOL DISTRICT	South Carolina	18404
SPARTANBURG 01	South Carolina	5417
SPARTANBURG 02	South Carolina	11977
SPARTANBURG 05	South Carolina	10670
SPARTANBURG 06	South Carolina	11773
SPARTANBURG 07	South Carolina	7518
SUMTER 01	South Carolina	14301
YORK 02	South Carolina	9154
YORK 03	South Carolina	16316
YORK 04	South Carolina	18396
HARRISBURG SCHOOL DISTRICT 41-2	South Dakota	6098
RAPID CITY AREA SCHOOL DISTRICT 51-4	South Dakota	12432
SIOUX FALLS SCHOOL DISTRICT 49-5	South Dakota	25216
ANDERSON COUNTY	Tennessee	6157
BARTLETT	Tennessee	8999
BEDFORD COUNTY	Tennessee	8994
BLOUNT COUNTY	Tennessee	10191
BRADLEY COUNTY	Tennessee	10336
CAMPBELL COUNTY	Tennessee	5210
CHEATHAM COUNTY	Tennessee	5629
CLEVELAND	Tennessee	5845
COLLIERVILLE	Tennessee	9367

CUMBERLAND COUNTY	Tennessee	7093
DAVIDSON COUNTY	Tennessee	80468
DICKSON COUNTY	Tennessee	8009
GERMANTOWN	Tennessee	6028
GREENE COUNTY	Tennessee	6121
HAMBLÉN COUNTY	Tennessee	10287
HAMILTON COUNTY	Tennessee	45790
HAWKINS COUNTY	Tennessee	6223
JEFFERSON COUNTY	Tennessee	6854
JOHNSON CITY	Tennessee	7936
KINGSPORT	Tennessee	7653
KNOX COUNTY	Tennessee	60604
LAWRENCE COUNTY	Tennessee	6951
LOUDON COUNTY	Tennessee	5011
MADISON COUNTY	Tennessee	12662
MARSHALL COUNTY	Tennessee	5452
MARYVILLE	Tennessee	5711
MAURY COUNTY	Tennessee	13084
MCMINN COUNTY	Tennessee	5126
MEMPHIS-SHELBY COUNTY SCHOOLS	Tennessee	110057
MONROE COUNTY	Tennessee	5011
MONTGOMERY COUNTY	Tennessee	39345
MURFREESBORO	Tennessee	9402
OAK RIDGE	Tennessee	5002
PUTNAM COUNTY	Tennessee	11762
ROANE COUNTY	Tennessee	6318
ROBERTSON COUNTY	Tennessee	11404
RUTHERFORD COUNTY	Tennessee	51595
SEVIER COUNTY	Tennessee	14435
SULLIVAN COUNTY	Tennessee	8082

SUMNER COUNTY	Tennessee	30661
TIPTON COUNTY	Tennessee	10092
UNION COUNTY	Tennessee	5704
WARREN COUNTY	Tennessee	6447
WASHINGTON COUNTY	Tennessee	8103
WILLIAMSON COUNTY	Tennessee	41909
WILSON COUNTY	Tennessee	20548
ABILENE ISD	Texas	14652
ALDINE ISD	Texas	57844
ALEDO ISD	Texas	8161
ALIEF ISD	Texas	39474
ALLEN ISD	Texas	21370
ALVIN ISD	Texas	29740
AMARILLO ISD	Texas	29729
ANGLETON ISD	Texas	7068
ANNA ISD	Texas	5470
ARGYLE ISD	Texas	5414
ARLINGTON ISD	Texas	54750
AUSTIN ISD	Texas	72830
AZLE ISD	Texas	7218
BARBERS HILL ISD	Texas	7723
BASIS TEXAS	Texas	6266
BASTROP ISD	Texas	13010
BEAUMONT ISD	Texas	16803
BELTON ISD	Texas	13808
BIRDVILLE ISD	Texas	22219
BOERNE ISD	Texas	10910
BRAZOSPORT ISD	Texas	11357
BROWNSVILLE ISD	Texas	37065
BRYAN ISD	Texas	15897

BURLESON ISD	Texas	12718
CANUTILLO ISD	Texas	5904
CANYON ISD	Texas	11378
CARROLL ISD	Texas	8292
CARROLLTON-FARMERS BRANCH ISD	Texas	24386
CEDAR HILL ISD	Texas	6336
CHANNELVIEW ISD	Texas	9434
CLEAR CREEK ISD	Texas	40132
CLEBURNE ISD	Texas	7082
CLEVELAND ISD	Texas	11970
CLINT ISD	Texas	10260
COLLEGE STATION ISD	Texas	14366
COMAL ISD	Texas	29263
CONROE ISD	Texas	72352
COPPELL ISD	Texas	13414
COPPERAS COVE ISD	Texas	7959
CORPUS CHRISTI ISD	Texas	33053
CORSICANA ISD	Texas	6075
CRANDALL ISD	Texas	6443
CROSBY ISD	Texas	6868
CROWLEY ISD	Texas	16956
CYPRESS-FAIRBANKS ISD	Texas	118470
DALLAS ISD	Texas	139246
DAYTON ISD	Texas	5787
DEER PARK ISD	Texas	12122
DEL VALLE ISD	Texas	11287
DENTON ISD	Texas	32866
DESOTO ISD	Texas	5995
DICKINSON ISD	Texas	12592
DONNA ISD	Texas	13131

DRIPPING SPRINGS ISD	Texas	8538
DUNCANVILLE ISD	Texas	11761
EAGLE MT-SAGINAW ISD	Texas	23462
EAGLE PASS ISD	Texas	13869
EANES ISD	Texas	7738
EAST CENTRAL ISD	Texas	11176
ECTOR COUNTY ISD	Texas	33426
EDGEWOOD ISD	Texas	7930
EDINBURG CISD	Texas	33810
EL PASO ISD	Texas	49139
ELGIN ISD	Texas	5715
ENNIS ISD	Texas	6466
EVERMAN ISD	Texas	5139
FLOUR BLUFF ISD	Texas	5665
FORNEY ISD	Texas	17002
FORT BEND ISD	Texas	80206
FORT STOCKTON ISD	Texas	8427
FORT WORTH ISD	Texas	71060
FRENSHIP ISD	Texas	11581
FRIENDSWOOD ISD	Texas	6210
FRISCO ISD	Texas	66698
GALENA PARK ISD	Texas	21105
GALVESTON ISD	Texas	6446
GARLAND ISD	Texas	51659
GEORGETOWN ISD	Texas	13472
GOOSE CREEK CISD	Texas	24108
GRANBURY ISD	Texas	7933
GRAND PRAIRIE ISD	Texas	26638
GRAPEVINE-COLLEYVILLE ISD	Texas	13565
GREAT HEARTS TEXAS	Texas	12019

GREENVILLE ISD	Texas	5418
HALLSVILLE ISD	Texas	21299
HARLANDALE ISD	Texas	11814
HARLINGEN CISD	Texas	16780
HARMONY PUBLIC SCHOOLS - HOUSTON NORTH	Texas	7107
HARMONY PUBLIC SCHOOLS - HOUSTON WEST	Texas	5823
HARMONY PUBLIC SCHOOLS - NORTH TEXAS	Texas	10272
HARMONY PUBLIC SCHOOLS - WEST TEXAS	Texas	5297
HAYS CISD	Texas	23313
HIGHLAND PARK ISD	Texas	6437
HOUSTON ISD	Texas	184109
HUMBLE ISD	Texas	48552
HUNTSVILLE ISD	Texas	11318
HURST-EULESS-BEDFORD ISD	Texas	23226
HUTTO ISD	Texas	10035
IDEA PUBLIC SCHOOLS	Texas	76819
INTERNATIONAL LEADERSHIP OF TEXAS (ILTEXAS)	Texas	22780
IRVING ISD	Texas	31485
JOSHUA ISD	Texas	6020
JUBILEE ACADEMIES	Texas	6017
JUDSON ISD	Texas	23848
KATY ISD	Texas	94785
KELLER ISD	Texas	33250
KILLEEN ISD	Texas	43864
KIPP TEXAS PUBLIC SCHOOLS	Texas	34111
KLEIN ISD	Texas	53093
LA JOYA ISD	Texas	23998

LA PORTE ISD	Texas	7115
LAKE TRAVIS ISD	Texas	11272
LAMAR CISD	Texas	44512
LANCASTER ISD	Texas	7014
LAREDO ISD	Texas	20592
LEANDER ISD	Texas	42593
LEWISVILLE ISD	Texas	48440
LIBERTY HILL ISD	Texas	8829
LIFE SCHOOL	Texas	5734
LITTLE ELM ISD	Texas	8211
LOCKHART ISD	Texas	6604
LONGVIEW ISD	Texas	8104
LOS FRESNOS CISD	Texas	10546
LUBBOCK ISD	Texas	24329
LUBBOCK-COOPER ISD	Texas	7855
LUFKIN ISD	Texas	7046
MAGNOLIA ISD	Texas	14468
MANOR ISD	Texas	9658
MANSFIELD ISD	Texas	35851
MCALLEN ISD	Texas	20095
MCKINNEY ISD	Texas	23306
MEDINA VALLEY ISD	Texas	8700
MELISSA ISD	Texas	6735
MESQUITE ISD	Texas	38265
MIDLAND ISD	Texas	28752
MIDLOTHIAN ISD	Texas	11103
MIDWAY ISD	Texas	8849
MISSION CISD	Texas	14068
MONTGOMERY ISD	Texas	9794
MOUNT PLEASANT ISD	Texas	5152

NACOGDOCHES ISD	Texas	5863
NEDERLAND ISD	Texas	5279
NEW BRAUNFELS ISD	Texas	9779
NEW CANEY ISD	Texas	18987
NORTH EAST ISD	Texas	57374
NORTHSIDE ISD	Texas	101095
NORTHWEST ISD	Texas	30736
PASADENA ISD	Texas	47486
PEARLAND ISD	Texas	21111
PFLUGERVILLE ISD	Texas	25297
PHARR-SAN JUAN-ALAMO ISD	Texas	30008
PLANO ISD	Texas	47899
PORT ARTHUR ISD	Texas	8155
PORT NECHES-GROVES ISD	Texas	5364
PREMIER HIGH SCHOOLS	Texas	7851
PRINCETON ISD	Texas	8688
PROSPER ISD	Texas	28467
RED OAK ISD	Texas	6592
RICHARDSON ISD	Texas	37085
RIO GRANDE CITY GRULLA ISD	Texas	9482
ROCKWALL ISD	Texas	18798
ROMA ISD	Texas	5932
ROSCOE COLLEGIATE ISD	Texas	8425
ROUND ROCK ISD	Texas	46197
ROYSE CITY ISD	Texas	9371
SAN ANGELO ISD	Texas	13180
SAN ANTONIO ISD	Texas	44670
SAN BENITO CISD	Texas	9126
SAN FELIPE-DEL RIO CISD	Texas	9907
SAN MARCOS CISD	Texas	8311

SCHERTZ-CIBOLO-U CITY ISD	Texas	15146
SCHOOL OF SCIENCE AND TECHNOLOGY	Texas	5053
SCHOOL OF SCIENCE AND TECHNOLOGY DISCOVERY	Texas	5967
SEGUIN ISD	Texas	7314
SHARYLAND ISD	Texas	9742
SHELDON ISD	Texas	11028
SHERMAN ISD	Texas	7843
SOCORRO ISD	Texas	47304
SOUTH SAN ANTONIO ISD	Texas	7429
SOUTHSIDE ISD	Texas	6033
SOUTHWEST ISD	Texas	14202
SPLENDORA ISD	Texas	5221
SPRING BRANCH ISD	Texas	33407
SPRING ISD	Texas	33935
TEMPLE ISD	Texas	8784
TERRELL ISD	Texas	5255
TEXARKANA ISD	Texas	7276
TEXAS CITY ISD	Texas	7874
TEXAS COLLEGE PREPARATORY ACADEMIES	Texas	16918
TOMBALL ISD	Texas	22273
TRINITY BASIN PREPARATORY	Texas	6631
TYLER ISD	Texas	18304
UNITED ISD	Texas	41203
UPLIFT EDUCATION	Texas	22815
VANGUARD ACADEMY	Texas	6600
VICTORIA ISD	Texas	13027
WACO ISD	Texas	13517
WALLER ISD	Texas	9283

WAXAHACHIE ISD	Texas	11052
WEATHERFORD ISD	Texas	8203
WESLACO ISD	Texas	16430
WHITE SETTLEMENT ISD	Texas	6895
WICHITA FALLS ISD	Texas	12868
WILLIS ISD	Texas	8974
WYLIE ISD	Texas	5507
WYLIE ISD	Texas	19231
YES PREP PUBLIC SCHOOLS INC	Texas	17622
YSLETA ISD	Texas	34918
ALPINE DISTRICT	Utah	87051
AMERICAN PREPARATORY ACADEMY	Utah	5038
BOX ELDER DISTRICT	Utah	12578
CACHE DISTRICT	Utah	20265
CANYONS DISTRICT	Utah	33196
DAVIS DISTRICT	Utah	72499
DUCHESNE DISTRICT	Utah	5328
GRANITE DISTRICT	Utah	60270
IRON DISTRICT	Utah	14790
JORDAN DISTRICT	Utah	59145
LOGAN CITY DISTRICT	Utah	5394
MURRAY DISTRICT	Utah	5733
NEBO DISTRICT	Utah	44446
OGDEN CITY DISTRICT	Utah	10411
PROVO DISTRICT	Utah	13887
SALT LAKE DISTRICT	Utah	19477
TOOELE DISTRICT	Utah	16087
UINTAH DISTRICT	Utah	6942
WASATCH DISTRICT	Utah	8970
WASHINGTON DISTRICT	Utah	37575

WEBER DISTRICT	Utah	32443
ALBEMARLE COUNTY PUBLIC SCHOOLS	Virginia	13808
ALEXANDRIA CITY PUBLIC SCHOOLS	Virginia	16406
ARLINGTON COUNTY PUBLIC SCHOOLS	Virginia	27508
AUGUSTA COUNTY PUBLIC SCHOOLS	Virginia	10139
BEDFORD COUNTY PUBLIC SCHOOLS	Virginia	9059
CAMPBELL COUNTY PUBLIC SCHOOLS	Virginia	7896
CHESAPEAKE CITY PUBLIC SCHOOLS	Virginia	40576
CHESTERFIELD COUNTY PUBLIC SCHOOLS	Virginia	64132
CULPEPER COUNTY PUBLIC SCHOOLS	Virginia	8368
DANVILLE CITY PUBLIC SCHOOLS	Virginia	5580
FAIRFAX COUNTY PUBLIC SCHOOLS	Virginia	180714
FAUQUIER COUNTY PUBLIC SCHOOLS	Virginia	10844
FRANKLIN COUNTY PUBLIC SCHOOLS	Virginia	6160
FREDERICK COUNTY PUBLIC SCHOOLS	Virginia	14172
HAMPTON CITY PUBLIC SCHOOLS	Virginia	19657
HANOVER COUNTY PUBLIC SCHOOLS	Virginia	16820
HARRISONBURG CITY PUBLIC SCHOOLS	Virginia	6786
HENRICO COUNTY PUBLIC SCHOOLS	Virginia	50463
HENRY COUNTY PUBLIC SCHOOLS	Virginia	6938

ISLE OF WIGHT COUNTY PUBLIC SCHOOLS	Virginia	5588
LOUDOUN COUNTY PUBLIC SCHOOLS	Virginia	81636
LOUISA COUNTY PUBLIC SCHOOLS	Virginia	5211
LYNCHBURG CITY PUBLIC SCHOOLS	Virginia	7727
MANASSAS CITY PUBLIC SCHOOLS	Virginia	7345
MONTGOMERY COUNTY PUBLIC SCHOOLS	Virginia	9534
NEWPORT NEWS CITY PUBLIC SCHOOLS	Virginia	26183
NORFOLK CITY PUBLIC SCHOOLS	Virginia	26882
ORANGE COUNTY PUBLIC SCHOOLS	Virginia	5076
PITTSYLVANIA COUNTY PUBLIC SCHOOLS	Virginia	7860
PORTSMOUTH CITY PUBLIC SCHOOLS	Virginia	13161
PRINCE GEORGE COUNTY PUBLIC SCHOOLS	Virginia	6180
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS	Virginia	90550
RICHMOND CITY PUBLIC SCHOOLS	Virginia	20819
ROANOKE CITY PUBLIC SCHOOLS	Virginia	13582
ROANOKE COUNTY PUBLIC SCHOOLS	Virginia	13799
ROCKINGHAM COUNTY PUBLIC SCHOOLS	Virginia	11534
SHENANDOAH COUNTY PUBLIC SCHOOLS	Virginia	5689
SPOTSYLVANIA COUNTY PUBLIC SCHOOLS	Virginia	24012
STAFFORD COUNTY PUBLIC SCHOOLS	Virginia	31547
SUFFOLK CITY PUBLIC SCHOOLS	Virginia	14520

TAZEWELL COUNTY PUBLIC SCHOOLS	Virginia	5302
VIRGINIA BEACH CITY PUBLIC SCHOOLS	Virginia	64986
WARREN COUNTY PUBLIC SCHOOLS	Virginia	5129
WASHINGTON COUNTY PUBLIC SCHOOLS	Virginia	6705
WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS	Virginia	11402
WISE COUNTY PUBLIC SCHOOLS	Virginia	5883
YORK COUNTY PUBLIC SCHOOLS	Virginia	12726
ARLINGTON SCHOOL DISTRICT	Washington	5637
AUBURN SCHOOL DISTRICT	Washington	18107
BATTLE GROUND SCHOOL DISTRICT	Washington	12421
BELLEVUE SCHOOL DISTRICT	Washington	19855
BELLINGHAM SCHOOL DISTRICT	Washington	11487
BETHEL SCHOOL DISTRICT	Washington	21539
CAMAS SCHOOL DISTRICT	Washington	7244
CENTRAL KITSAP SCHOOL DISTRICT	Washington	11116
CENTRAL VALLEY SCHOOL DISTRICT	Washington	14721
CHENEY SCHOOL DISTRICT	Washington	5658
CLOVER PARK SCHOOL DISTRICT	Washington	12395
EASTMONT SCHOOL DISTRICT	Washington	6089
EDMONDS SCHOOL DISTRICT	Washington	20755
EVERETT SCHOOL DISTRICT	Washington	20315
EVERGREEN SCHOOL DISTRICT (CLARK)	Washington	22053
FEDERAL WAY SCHOOL DISTRICT	Washington	21818
FRANKLIN PIERCE SCHOOL DISTRICT	Washington	7296
HIGHLINE SCHOOL DISTRICT	Washington	17823

ISSAQUAH SCHOOL DISTRICT	Washington	19452
KENNEWICK SCHOOL DISTRICT	Washington	18805
KENT SCHOOL DISTRICT	Washington	25700
LAKE STEVENS SCHOOL DISTRICT	Washington	9788
LAKE WASHINGTON SCHOOL DISTRICT	Washington	30882
LONGVIEW SCHOOL DISTRICT	Washington	6378
MARYSVILLE SCHOOL DISTRICT	Washington	9998
MEAD SCHOOL DISTRICT	Washington	10410
MONROE SCHOOL DISTRICT	Washington	5671
MOSES LAKE SCHOOL DISTRICT	Washington	8740
MOUNT VERNON SCHOOL DISTRICT	Washington	6441
MUKILTEO SCHOOL DISTRICT	Washington	15270
NORTH KITSAP SCHOOL DISTRICT	Washington	5363
NORTH THURSTON PUBLIC SCHOOLS	Washington	15197
NORTHSHORE SCHOOL DISTRICT	Washington	23186
OAK HARBOR SCHOOL DISTRICT	Washington	5814
OLYMPIA SCHOOL DISTRICT	Washington	9556
OMAK SCHOOL DISTRICT	Washington	5786
PASCO SCHOOL DISTRICT	Washington	18840
PENINSULA SCHOOL DISTRICT	Washington	9069
PUYALLUP SCHOOL DISTRICT	Washington	22905
RENTON SCHOOL DISTRICT	Washington	15081
RICHLAND SCHOOL DISTRICT	Washington	14305
SEATTLE SCHOOL DISTRICT NO. 1	Washington	50770
SHORELINE SCHOOL DISTRICT	Washington	9612
SNOHOMISH SCHOOL DISTRICT	Washington	9639
SNOQUALMIE VALLEY SCHOOL DISTRICT	Washington	7161
SOUTH KITSAP SCHOOL DISTRICT	Washington	9297

SPOKANE SCHOOL DISTRICT	Washington	28586
SUMNER-BONNEY LAKE SCHOOL DISTRICT	Washington	10674
SUNNYSIDE SCHOOL DISTRICT	Washington	6213
TACOMA SCHOOL DISTRICT	Washington	28272
TAHOMA SCHOOL DISTRICT	Washington	9233
TUMWATER SCHOOL DISTRICT	Washington	6282
UNIVERSITY PLACE SCHOOL DISTRICT	Washington	5606
VANCOUVER SCHOOL DISTRICT	Washington	21949
WALLA WALLA PUBLIC SCHOOLS	Washington	5534
WENATCHEE SCHOOL DISTRICT	Washington	7089
WEST VALLEY SCHOOL DISTRICT (YAKIMA)	Washington	5520
YAKIMA SCHOOL DISTRICT	Washington	15545
YELM SCHOOL DISTRICT	Washington	5738
BERKELEY COUNTY SCHOOLS	West Virginia	19932
CABELL COUNTY SCHOOLS	West Virginia	11449
FAYETTE COUNTY SCHOOLS	West Virginia	5433
HARRISON COUNTY SCHOOLS	West Virginia	9724
JEFFERSON COUNTY SCHOOLS	West Virginia	8245
KANAWHA COUNTY SCHOOLS	West Virginia	23433
MARION COUNTY SCHOOLS	West Virginia	7291
MERCER COUNTY SCHOOLS	West Virginia	8540
MONONGALIA COUNTY SCHOOLS	West Virginia	11265
PUTNAM COUNTY SCHOOLS	West Virginia	8826
RALEIGH COUNTY SCHOOLS	West Virginia	10604
WAYNE COUNTY SCHOOLS	West Virginia	6138
WOOD COUNTY SCHOOLS	West Virginia	11310
APPLETON AREA SCHOOL DISTRICT	Wisconsin	15230
BELOIT SCHOOL DISTRICT	Wisconsin	5098

D C EVEREST AREA SCHOOL DISTRICT	Wisconsin	5954
EAU CLAIRE AREA SCHOOL DISTRICT	Wisconsin	10866
ELMBROOK SCHOOL DISTRICT	Wisconsin	7863
FOND DU LAC SCHOOL DISTRICT	Wisconsin	6419
GREEN BAY AREA PUBLIC SCHOOL DISTRICT	Wisconsin	18579
HAMILTON SCHOOL DISTRICT	Wisconsin	5119
HOWARD-SUAMICO SCHOOL DISTRICT	Wisconsin	5665
HUDSON SCHOOL DISTRICT	Wisconsin	5251
JANESVILLE SCHOOL DISTRICT	Wisconsin	9414
KENOSHA SCHOOL DISTRICT	Wisconsin	18719
KIMBERLY AREA SCHOOL DISTRICT	Wisconsin	5058
LA CROSSE SCHOOL DISTRICT	Wisconsin	5794
MADISON METROPOLITAN SCHOOL DISTRICT	Wisconsin	25247
MCFARLAND SCHOOL DISTRICT	Wisconsin	5639
MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT	Wisconsin	7059
MILWAUKEE SCHOOL DISTRICT	Wisconsin	66864
NEENAH JOINT SCHOOL DISTRICT	Wisconsin	6497
OAK CREEK-FRANKLIN JOINT SCHOOL DISTRICT	Wisconsin	6527
OSHKOSH AREA SCHOOL DISTRICT	Wisconsin	9113
RACINE UNIFIED SCHOOL DISTRICT	Wisconsin	15963
SHEBOYGAN AREA SCHOOL DISTRICT	Wisconsin	9427
STEVENS POINT AREA PUBLIC SCHOOL DISTRICT	Wisconsin	6980
SUN PRAIRIE AREA SCHOOL DISTRICT	Wisconsin	8411
VERONA AREA SCHOOL DISTRICT	Wisconsin	5794

WAUKESHA SCHOOL DISTRICT	Wisconsin	11318
WAUSAU SCHOOL DISTRICT	Wisconsin	7783
WAUWATOSA SCHOOL DISTRICT	Wisconsin	6761
WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT	Wisconsin	6938
WEST BEND SCHOOL DISTRICT	Wisconsin	5591
CAMPBELL COUNTY SCHOOL DISTRICT #1	Wyoming	8571
LARAMIE COUNTY SCHOOL DISTRICT #1	Wyoming	13575
NATRONA COUNTY SCHOOL DISTRICT #1	Wyoming	12799

SCHEDULE B

B. Proof of Claims

School District Name	State
Albertville City Board of Education	Alabama
Baldwin County Board of Education	Alabama
Calhoun County Board of Education	Alabama
City of Florence Board of Education	Alabama
Colbert County Board of Education	Alabama
Cullman City Board of Education	Alabama
Dekalb County Board of Education	Alabama
Guntersville City Board of Education	Alabama
Hartselle City Board of Education	Alabama
Huntsville City Board of Education	Alabama
Lauderdale County Board of Education	Alabama
Lawrence County Board of Education	Alabama
Lee County Board of Education	Alabama
Limestone County Board of Education	Alabama
Madison City Board of Education	Alabama
Marshall County Board of Education	Alabama
Muscle Shoals City Board of Education	Alabama
Oneonta City Board of Education	Alabama
Scottsboro City Board of Education	Alabama
Sheffield City Board of Education	Alabama
Sylacauga City Board of Education	Alabama
Talladega City Board of Education	Alabama
Talladega County Board of Education	Alabama
Tuscumbia City School Board	Alabama
Downey Unified School District	California
Elk Grove Unified School District	California
Fullerton Elementary School District	California
Kelseyville Unified School District	California
Kern High School District	California
Lakeport Unified School District	California
Mendocino-Lake Community College District	California
Middletown Unified School District	California
Montebello Unified School District	California
Mountain View School District	California

Rosemead School District	California
Taft Union High School District	California
Ukiah Unified School District - Mendocino County	California
Upper Lake Unified School District	California
West Sonoma County Union High School District	California
Willits Unified School District	California
Mesa County Valley School District Mesa Co. Colorado	Colorado
Moffat County School District RE-1	Colorado
The Board of Education of Miami-Dade County Public Schools, on behalf of itself and Florida state and national classes	Florida
Bibb County School District Bibb County Georgia	Georgia
The Board of Education of East Aurora School District 131, on behalf of itself and Illinois State and national classes	Illinois
The Board of Education of Joliet Township High School District 204, on behalf of itself and Illinois State and national classes	Illinois
The Board of Education of the City of Chicago, School District 299, on behalf of itself and Illinois State and national classes	Illinois
The Board of Education of Thornton Fractional High School District 215, on behalf of itself and Illinois State and national classes	Illinois
The Board of Education of Thornton Township High School District 205, on behalf of itself and Illinois State and national classes	Illinois
Waukegan Community Unit School Dist. in Lake Co. Illinois	Illinois
Fort Wayne Community Schools	Indiana
Linton-Stockton School Corporation, Indiana	Indiana
Manchester Community School Corporation, Indiana	Indiana
Metropolitan School District of Shakamak, Indiana	Indiana
Metropolitan School District of Wabash County, Indiana	Indiana
Penn-Harris Madison School Corporation	Indiana
Peru Community Schools, Indiana	Indiana
School City of Mishawaka	Indiana
Smith-Green Community Schools	Indiana
Wabash City School, Indiana	Indiana
White River Valley School District, Indiana	Indiana
Bloom-Carroll Local School District	Kentucky
Boone County Schools	Kentucky
Bracken County Schools	Kentucky
Covington Independent Public Schools	Kentucky
Fort Thomas Independent Schools	Kentucky

Frankfort Independent Schools a/k/a Frankfort Independent School District as class representative for all similarly-situated Kentucky Independent School Districts under Fed.R.Civ.P. 23	Kentucky
Ludlow Independent Schools	Kentucky
The Board of Education of Breathitt County Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Bullitt County School District, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Estill County Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Fayette County Public Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Harrison County Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Hart County Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Johnson County School District, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of LaRue County Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Lawrence County Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Martin County Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Menifee County Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Owsley County Schools, on behalf of itself and Kentucky State and national classes	Kentucky
The Board of Education of Wolfe County Schools, on behalf of itself and Kentucky State and National Classes	Kentucky
Walton-Verona Independent Schools	Kentucky
Ascension Parish School Board	Louisiana
Board of Supervisors for Louisiana State University and Agricultural and Mechanical College	Louisiana
Iberia Parish School Board	Louisiana
Jefferson Parish School Board	Louisiana
Lafourche Parish School Board	Louisiana
Orleans Parish School Board	Louisiana
St. Bernard Parish School Board	Louisiana
St. James Parish School Board (LA)	Louisiana
St. Mary Parish School Board	Louisiana

St. Tammany Parish School Board	Louisiana
Terrebonne Parish School Board	Louisiana
Washington Parish School Board, Louisiana	Louisiana
The Board of Education of Bangor School Department on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Cape Elizabeth School Department on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Ellsworth School Department on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #10 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #13 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #25 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #26 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #29 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #34 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #40 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #50 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #57 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #60 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #71 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine Regional School Unit #9 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine School Administrative District #11 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine School Administrative District #15 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine School Administrative District #28 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine School Administrative District #35 on behalf of itself and state of Maine and national classes	Maine

The Board of Education of Maine School Administrative District #44 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine School Administrative District #53 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine School Administrative District #55 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine School Administrative District #6 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine School Administrative District #61 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Maine School Administrative District #72 on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Portland School Department on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Scarborough School Department on behalf of itself and state of Maine and national classes	Maine
The Board of Education of South Portland School Department on behalf of itself and state of Maine and national classes	Maine
The Board of Education of St. George Municipal School District on behalf of itself and state of Maine and national classes	Maine
The Board of Education of Waterville School Department on behalf of itself and state of Maine and national classes	Maine
Baltimore City Board of School Commissioners on behalf of itself and a nationwide class	Maryland
The Board of Education of Minnetonka School District No. 276, on behalf of itself and Minnesota State and National Classes	Minnesota
Lowndes County School District (Lowndes County, Mississippi)	Mississippi
The Board of Education of Goshen School District on behalf of itself and state of New Hampshire and national classes	New Hampshire
The Board of Education of Kearsarge Regional School District-SAU 65, on behalf of itself and state of New Hampshire and national classes	New Hampshire
The Board of Education of Lebanon School District on behalf of itself and state of New Hampshire and national classes	New Hampshire
The Board of Education of Pittsfield School District on behalf of itself and state of New Hampshire and national classes	New Hampshire
The Board of Education of Tamworth School District on behalf of itself and state of New Hampshire and national classes	New Hampshire
The Board of Education of Eunice Public School District on behalf of itself and New Mexico State and national classes	New Mexico
The Board of Education of Gallup-McKinley County School District on behalf of itself and New Mexico State and national classes	New Mexico

The Board of Education of Rochester City School District, on behalf of itself and similarly situated school districts in New York State and the nation	New York
Beulah Public School District 27	North Dakota
Center Stanton Public School District 1, North Dakota	North Dakota
Glen Ullin Public School District 48, Morton County, North Dakota	North Dakota
Grenora School District, North Dakota	North Dakota
Hazen Public School District 3, Mercer County, North Dakota	North Dakota
Hebron Public School District 13, Morton County, North Dakota	North Dakota
Wahpeton Public School District, North Dakota	North Dakota
Wyndmere School District, North Dakota	North Dakota
Adams County Ohio Valley School District	Ohio
Akron City School District	Ohio
Allen East Local School District Board of Education	Ohio
Alliance City School District	Ohio
Amherst Exempted Village School District	Ohio
Anthony Wayne Local School District	Ohio
Arcadia Unified School District	Ohio
Ashland City School District	Ohio
Auburn Career Center	Ohio
Aurora City School District	Ohio
Avon Local School District Board of Education	Ohio
Ayersville Local School District	Ohio
Barberton City School District	Ohio
Beachwood City School District	Ohio
Beaver Local School District	Ohio
Beavercreek Local School District	Ohio
Bellbrook-Sugarcreek Local School District	Ohio
Bellevue City School District Board of Education	Ohio
Belmont-Harrison Area JVSD	Ohio
Benton-Carroll-Salem Local School District Board of Education	Ohio
Berea City School District	Ohio
Berkshire Local School District	Ohio
Berne Union School District	Ohio
Bethel-Tate Local School District	Ohio
Bexley City School District Board of Education	Ohio
Big Walnut Local School District	Ohio
Bloom-Vernon Local School District, Scioto County, Ohio	Ohio

Board of Education of Cloverleaf Local School District in Medina County, Ohio	Ohio
Board of Education of Highland School District in Medina County, Ohio	Ohio
Boardman Local School District	Ohio
Brecksville Broadview Heights City School District	Ohio
Bright Local School District	Ohio
Bristol Local Sch District	Ohio
Brooklyn City School District	Ohio
Brookville Local School District	Ohio
Brown County Educational Service Center	Ohio
Brown Local School District	Ohio
Brunswick City School District	Ohio
Bryan City School District	Ohio
Buckeye Joint Vocational School District	Ohio
Buckeye Local School District Board of Education	Ohio
Buckeye Valley Local School District	Ohio
Bucyrus City Schools	Ohio
Butler Technology and Career Development Schools	Ohio
Canfield Local School District	Ohio
Canton City School District	Ohio
Canton Local School District	Ohio
Carrollton Exempted Village School District (Carroll Co., Ohio)	Ohio
Centerburg Local School District	Ohio
Centerville City Schools	Ohio
Central Local School District	Ohio
Chagrin Falls Exempted Village School District	Ohio
Chardon Local School District	Ohio
Chillicothe City School District	Ohio
Chippewa Local School District	Ohio
Clear Fork Valley Local School District	Ohio
Clermont Northeastern Local School District	Ohio
Cleveland Municipal School District	Ohio
Clinton Massie Local School District	Ohio
Clyde-Green Springs Exempted Village School District Board of Education	Ohio
Columbia Local School District Board of Education	Ohio
Columbiana Exempted Village School District	Ohio
Conneaut Area City Schools	Ohio

Copley-Fairlawn City School District	Ohio
Crestview Local School District Board of Education	Ohio
Crestwood Local School District	Ohio
Cuyahoga Falls City School District	Ohio
Cuyahoga Heights Local School District	Ohio
Dalton Local School District	Ohio
Dayton Public Schools	Ohio
Deer Park Community School District	Ohio
Defiance City School District	Ohio
Dublin City School District	Ohio
East Holmes Local School District	Ohio
East Palestine City School District	Ohio
Eastern Local School District	Ohio
Eaton Community Schools	Ohio
Edgerton Local School District	Ohio
Edgewood City School District	Ohio
Edison Local School District Board of Education	Ohio
Educational Service Center of Northeast Ohio Governing Board	Ohio
EHOVE Career Center	Ohio
Fairfield Local School District	Ohio
Fairless Local School District	Ohio
Fairport Harbor Exempted Village School District	Ohio
Fairview Park City School District	Ohio
Fayetteville-Perry Local School District	Ohio
Felicity Franklin School District	Ohio
Field Local School District	Ohio
Finneytown Local School District	Ohio
Franklin City School District	Ohio
Fremont City School District	Ohio
Frontier Local School District	Ohio
Gahanna-Jefferson City School District	Ohio
Gallia County Local School District Board of Education	Ohio
Gallia-Jackson-Vinton Joint Vocational School District	Ohio
Gallon City School District	Ohio
Garfield Heights City School District	Ohio
Geauga Educational Service Center	Ohio
Geneva Area City School District	Ohio

Georgetown Exempted Village School District	Ohio
Goshen Local School District	Ohio
Grand Valley City School District	Ohio
Green Local School District	Ohio
Greenfield Exempted Village School District	Ohio
Groveport Madison Local School District	Ohio
Hamilton Local School District	Ohio
Harrison Hills City School District	Ohio
Hicksville Exempted Village School District	Ohio
Highland Local School District	Ohio
Hilliard City School District	Ohio
Hillsdale Local School District	Ohio
Hot Springs School District	Ohio
Howland Local School District	Ohio
Hubbard Exempted Village School District	Ohio
Huber Heights City School District	Ohio
Indian Hill Exempt Village School District	Ohio
Indian Lake Local Schools	Ohio
Indian Valley Local School District	Ohio
Jackson Local School District	Ohio
Jackson-Milton Local School District	Ohio
James A. Garfield Local School District	Ohio
Jefferson Area Local School District	Ohio
Jefferson County Joint Vocational School District	Ohio
Jefferson Educational Service Center	Ohio
Jefferson Township Local School District	Ohio
Joseph Badger Local School District	Ohio
Julie Billiard School	Ohio
Kenston Local School District	Ohio
Kent City School District	Ohio
Kettering City Schools	Ohio
Keystone Local School District Board of Education	Ohio
Kirtland Local School District	Ohio
LaBrae Local School District	Ohio
Lake Educational Service Center	Ohio
Lake Local School District	Ohio
Lakewood City School District	Ohio

Lakota Local School District	Ohio
Lebanon City School District	Ohio
Liberty Center Local School District	Ohio
Liberty Local School District	Ohio
Lincolnview Local School District Board of Education	Ohio
Lisbon Exempted Village School District	Ohio
Logan-Hocking Local School District	Ohio
London City School District	Ohio
Lorain City School District	Ohio
Lordstown Local School District	Ohio
Loudonville-Perrysville Exemplified Village School District	Ohio
Louisville City School District (Stark County, Ohio)	Ohio
Loveland City School District	Ohio
Lowellville Local School District Board of Education	Ohio
Mad River Local School District	Ohio
Madeira City School District	Ohio
Madison Local School District	Ohio
Madison Local Schools Lake County	Ohio
Madison-Plains Local School District Board of Education	Ohio
Manchester Local School District	Ohio
Mansfield City School District	Ohio
Maple Heights City School District	Ohio
Mapleton Local School District	Ohio
Maplewood Career Center School District	Ohio
Maplewood Local School District	Ohio
Mariemont City School District	Ohio
Marion City School District	Ohio
Marlington Local School District	Ohio
Martins Ferry City School District	Ohio
Marysville Exempted Village School District	Ohio
Mason City School District	Ohio
Massillon City School District	Ohio
Mathews Local School District	Ohio
McDonald Local School District	Ohio
Medina City Schools	Ohio
Medina County Joint Vocational School District in Medina County, Ohio	Ohio
Medina County Schools Educational Service Center in Medina County, Ohio	Ohio

Mentor Exempted Village School District	Ohio
Miami Trace Local School District	Ohio
Miami Valley Career Technology Center Joint Vocational School District Board of Education	Ohio
Miamisburg City School District Board of Education	Ohio
Middle Bass Local School District	Ohio
Middletown City School District	Ohio
Milford Exempted Village Schools	Ohio
Millcreek-West Unity School District	Ohio
Minerva Local School District	Ohio
Minford Local School District, Scioto County, Ohio	Ohio
Mogadore Local School District	Ohio
Mohawk Local School District Board of Education	Ohio
Monroe Local School District	Ohio
Montgomery County Educational Service Center	Ohio
Montpelier Exempted Village School District	Ohio
Morgan Local School District	Ohio
Mount Healthy City School District	Ohio
Napoleon Area City Schools	Ohio
New Albany-Plain Local School	Ohio
New Boston Local School District	Ohio
New Lebanon School District	Ohio
New Miami Local School District	Ohio
New Philadelphia City School District	Ohio
Newark City School District	Ohio
Niles City School District	Ohio
North Bass Local School District	Ohio
North Canton City School District	Ohio
North Central Local School District	Ohio
North Central Ohio Educational Service Center Governing Board	Ohio
North College Hill City School District	Ohio
North Olmsted City School District Board of Education	Ohio
North Point Educational Service Center	Ohio
North Ridgeville City Schools	Ohio
North Royalton City School District	Ohio
Northeastern Local School District	Ohio
Northmont City School District	Ohio

Northridge Local School District	Ohio
Northwest Local School District	Ohio
Northwest Ohio Educational Service Center	Ohio
Northwestern Local School District (Wayne County)	Ohio
Norton City School District	Ohio
Norwayne Local School District	Ohio
Norwood City School District	Ohio
Oak Hills Local School District	Ohio
Oakwood City School District	Ohio
Ohio Valley Educational Service Center	Ohio
Old Fort Local School District Board of Education	Ohio
Olentangy Local School District	Ohio
Olmsted Falls City School District	Ohio
Ontario Local School District	Ohio
Oregon City School District	Ohio
Orrville City School District	Ohio
Osnaburg Local School District	Ohio
Otsego Local School District	Ohio
Painesville City Schools	Ohio
Parma City School District Board of Education	Ohio
Patrick Henry Local School District	Ohio
Penta County Joint Vocational School District (Penta Career Center)	Ohio
Perry Local School District (Stark County)	Ohio
Pettisville Local School District	Ohio
Pickerington Local School District	Ohio
Pike Delta York Local School District	Ohio
Plain Local School District	Ohio
Pleasant Local School District Board of Education	Ohio
Poland Local School District	Ohio
Polaris Career Center	Ohio
Portage Lakes Joint Vocational School District	Ohio
Portsmouth City School District Board of Education	Ohio
Princeton City School District	Ohio
Pymatuning Valley Local School District	Ohio
Ravennna City School District	Ohio
Reading Community School District	Ohio
Revere Local School District Board of Education	Ohio

Richmond Heights Local School District	Ohio
Ridgedale Local School District	Ohio
Rittman Exempted Village School District	Ohio
Riverside Local School District (Lake County, OH)	Ohio
Rocky River City School District	Ohio
Rootstown Local School District	Ohio
Ross Local School District	Ohio
Saint Bernard-Elmwood Place City School District	Ohio
Sandy Valley Local School District	Ohio
Scioto County Career Technical Center Board of Education	Ohio
Sebring Local School District	Ohio
Seneca East Local School District Board of Education	Ohio
Shadyside Local School District	Ohio
Shaker Heights City School District	Ohio
Sidney City School District	Ohio
South Central Local School District	Ohio
South Central Ohio Educational Service Center	Ohio
South Euclid Lyndhurst City School District	Ohio
South Range Local School District	Ohio
Southeast Local School District	Ohio
Southern Local School District	Ohio
Southington Local School District	Ohio
Southwest Local School District	Ohio
South-Western City School District	Ohio
Springboro Community City School District	Ohio
Springfield City School District	Ohio
Springfield Local School District Board of Education	Ohio
St. Clairsville-Richland City School District	Ohio
Stark County Area Joint Vocational School District	Ohio
Stark County Schools Council of Governments	Ohio
Stark Educational Service Center	Ohio
Steubenville City School District	Ohio
Stow-Munroe Falls City Schools	Ohio
Strasburg Franklin School District	Ohio
Strongsville City School District	Ohio
Struthers City School District	Ohio
Stryker Local School District	Ohio

Summit Educational Service Center	Ohio
Sylvania City School District	Ohio
Talawanda City School District	Ohio
Tallmadge City School District	Ohio
The Board of Education of Black River School District	Ohio
Three Rivers Local School District	Ohio
Tiffin City School District Board of Education	Ohio
Tipp City Exempted Village School District	Ohio
Tri-County Educational Service Center	Ohio
Triway Local School District	Ohio
Trotwood-Madison City School District	Ohio
Tuslaw Local School District	Ohio
United Local School District	Ohio
Upper Arlington City School District (Franklin County, Ohio)	Ohio
Upper Sandusky Exempted Village School District Board of Education	Ohio
Valley Local School District, Scioto County, Ohio	Ohio
Valley View Local Schools	Ohio
Van Wert City School District Board of Education	Ohio
Vandalia-Butler City Schools	Ohio
Vanguard-Sentinel Career & Technology Centers	Ohio
Wadsworth City School District	Ohio
Warren City School District	Ohio
Warren Local School District	Ohio
Washington Court House City School District	Ohio
Washington-Nile Local School District	Ohio
Waterloo Local School District	Ohio
Wayne Trace Local School District Board of Education	Ohio
West Carrollton City School District	Ohio
West Geauga Local School District	Ohio
West Holmes Local School District	Ohio
Western Brown Local School District	Ohio
Westfall Local School District Board of Education	Ohio
Westlake City School District	Ohio
Wheelersburg Local School District	Ohio
Whitehall City School District	Ohio
Willoughby-Eastlake City School District	Ohio
Wood County Educational Service Center	Ohio

Woodmore Local School District Board of Education	Ohio
Woodridge Local Schools	Ohio
Wooster City School District	Ohio
Worthington City School District	Ohio
Xenia City School District	Ohio
Medical University of South Carolina	South Carolina
University Medical Associates of the Medical University of South Carolina	South Carolina
Hickman County Board of Education	Tennessee
Alief Ind. School District 903 Harris County, TX	Texas
Dallas ISD, Texas	Texas
Dayton Independent School District	Texas
Devers Independent School District	Texas
Houston ISD	Texas
Irving Independent School District Texas	Texas
Liberty Independent School District	Texas
Richardson Independent School District Dallas County Texas	Texas
Socorro ISD El Paso Texas	Texas
Texarkana ISD Texarkana Texas	Texas
La Conner School District	Washington
Mount Vernon School District	Washington
Sedro-Woolley School District	Washington
Horizon High School, Madison, WI	Wisconsin

SCHEDULE C

C. Litigating School Districts

School District	State
Downey Unified School District	California
Elk Grove Unified School District	California
Kern High School District	California
Lassen County Office of Education	California
Pleasant Valley School District	California
San Leandro Unified School District	California
Susanville Elementary School District	California
Mesa County Valley School District 51	Colorado
Miami-Dade	Florida
Putnam	Florida
Bibb County School District	Georgia
East Aurora Public Schools	Illinois
The Board of Education of the City of Chicago, School District No. 299	Illinois
Thornton Fractional High Schools, District 215	Illinois
Waukegan Community Unit School District	Illinois
Joliet Public Schools, District 86	Illinois
Thornton Township High School District 205	Illinois
Fort Wayne Community Schools	Indiana
Penn-Harris-Madison School Corp	Indiana
School City of Mishawaka	Indiana
Smith-Green Community Schools	Indiana
South Bend Community School Corp.	Indiana
Breathitt	Kentucky
Bullitt	Kentucky
Estill	Kentucky
Fayette	Kentucky
Harrison County Public Schools	Kentucky
Hart County Public Schools	Kentucky
Jefferson County	Kentucky
Johnson County Public Schools	Kentucky
Larue	Kentucky
Lawrence County Public Schools	Kentucky
Martin	Kentucky
Menifee County Public Schools	Kentucky

Owsley County Public Schools	Kentucky
Wolfe County Public Schools	Kentucky
Ascension Parish School Board	Louisiana
Iberia Parish School Board	Louisiana
Lafourche Parish School Board	Louisiana
St. Bernard Parish School Board	Louisiana
St. James Parish School Board	Louisiana
St. Mary Parish School Board	Louisiana
Baltimore City Board of School Commissioners	Maryland
Montgomery County Public Schools	Maryland
Bangor School Department	Maine
Cape Elizabeth School District	Maine
Ellsworth School Department	Maine
Portland School District	Maine
RSU 10	Maine
RSU 13	Maine
RSU 25	Maine
RSU 26	Maine
RSU 29	Maine
RSU 34	Maine
RSU 40	Maine
RSU 50	Maine
RSU 57	Maine
RSU 60	Maine
RSU 68	Maine
RSU 71	Maine
RSU 9	Maine
SAD 11	Maine
SAD 15	Maine
SAD 28/Five Town Central School District	Maine
SAD 35	Maine
SAD 44	Maine
SAD 53	Maine
SAD 55	Maine
SAD 6	Maine
SAD 61	Maine
SAD 72	Maine

Scarborough School District	Maine
South Portland School District	Maine
St. George Municipal School District	Maine
Waterville School District	Maine
Minnetonka Public School District	Minnesota
Goshen School District	New Hampshire
Kearsarge RSU School Administrative Unit 65	New Hampshire
Lebanon School District	New Hampshire
Pittsfield School District	New Hampshire
Tamworth School District	New Hampshire
Board of Education of Eunice Public School District	New Mexico
Board of Education of Gallup-McKinley County School District	New Mexico
Board of Education of Rochester City School District	New York
Board of Orleans-Niagara Board of Cooperative Educational Services	New York
Eden Central School District	New York
Hornell City School District	New York
Jamestown City School District	New York
Monroe 2 Board of Cooperative Educational Services	New York
Southwestern Central School District	New York
Tonawanda City School Districts	New York
Board of Education of Boardman Local Schools	Ohio
Board of Education of Liberty Local Schools	Ohio
Board of Education Barberton Local School	Ohio
Hamblen	Tennessee
Hancock	Tennessee
Irving Independent School District	Texas
Socorro Independent School District	Texas
Texarkana Independent School District	Texas
Mount Vernon School District	Washington
Sedro-Woolley School District	Washington
The La Conner School District	Washington
Kanawha County Board of Education	West Virginia
Marion Board of Education	West Virginia
Marshall County Board of Education	West Virginia
Mason	West Virginia
McDowell County Board of Education	West Virginia
Wetzel County Board of Education	West Virginia

Wyoming County Board of Education	West Virginia

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

**MARSHALL COUNTY BOARD OF
EDUCATION and WETZEL COUNTY
BOARD OF EDUCATION, Individually and
on Behalf of All Others Similarly Situated,**

Plaintiffs,

v.

Civil Action No.: No. 5:25-cv-0028 (JPB)

**Theresa E. Sackler; Kathe A. Sackler;
Mortimer D.A. Sackler; Ilene Sackler
Lefcourt; Richard S. Sackler and David A.
Sackler, as Executors of the Estate of Raymond
R. Sackler; Richard S. Sackler and David A.
Sackler, as Executors of the Estate of Beverly
Sackler; Richard S. Sackler; David A. Sackler;
Garrett Lynam, as Executor of the Estate of
Jonathan D. Sackler,**

Defendants.

**DECLARATION OF CYRUS MEHRI
IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Cyrus, Mehri, declare and state that:

1. I am an attorney licensed to practice in the District of Columbia and the State of Connecticut. In 2001, I co-founded the law offices of Mehri & Skalet. Most of my practice has involved class actions and other forms of complex litigation.

Class Action Experience

2. I graduated from Cornell Law School in 1988 and then served as a judicial law clerk to U.S. District Judge John T. Nixon in the Middle District of Tennessee. Since my

clerkship I have practiced in federal courts around the country, often as court appointed class counsel. In 2001, I co-founded Mehri & Skalet, a Washington D.C. firm that specializes in class actions and other complex litigation. Much of my work has been litigating discrimination class actions with significant economic results and innovative programmatic relief to improve company practices. These include cases such as *Roberts v Texaco* (\$176 million and appointment of an outside task force) (S.D.N.Y.); *Ingram v Coca-Cola Company* (\$192 million and appointment of an outside task force) (N.D. GA); *Robinson v Ford Motor Company* (\$10 million, plus creation of 279 Apprenticeship jobs) (S.D. OH); *Norfleet v John Hancock Life Insurance Company* (\$24 million, with most funds distributed through a court appointed Cy Pres process) (D. Conn); *Augst Johnson v Morgan Stanley Company* (\$47 million with Court appointed settlement monitor) (D.D.C.); *Amovchaev v Smith Barney* (\$33 million with Court appointed settlement monitor) (N.D. CA); *Carter v Wells Fargo Advisors* (\$32 million with Court appointed settlement monitor) (D.D.C.). Much of my pro-bono work has been dedicated to advancing the adoption of and implementation of what became known as the National Football League's Rooney Rule, which we named after the Pittsburgh Steelers owner Dan Rooney.

3. I have also served as class counsel in consumer class actions, such as *Harris v Farmers Insurance* (\$15 million) (California state court) and *Stevenson v Allstate* (\$25 million) (N.D. CA).

4. In recent years, I have spent most of my professional time representing school districts in complex litigation involving the opioid crisis, the burdens placed on schools by social media, and overcharges to school health plans for insulin products. In MDL 2996 (involving McKinsey & Co's role in the opioid crisis), Judge Charles R. Breyer appointed me to represent school districts on the Plaintiffs Steering Committee and as school-district class counsel. I have

also served ex officio representing school districts on official creditor and claimant committees in opioid-related bankruptcy proceedings.

History of Public School District Opioid Litigation

5. My firm and co-counsel first filed suit on behalf of school districts and against opioid-industry defendants in November 2019. This litigation has focused on recovering funds to help school districts abate and mitigate the effects of the opioid crisis on their operations. Because of “turbocharged” opioid sales: (a) significant numbers of students have been exposed to opioids before birth, making them disproportionately likely to need expensive specialized educational services and supports, which roughly double the cost of educating these students; (b) in many districts, significant numbers of students now come from home environments where parents, caretakers, close relatives, or siblings are struggling with opioid use disorders, creating additional challenges; and (c) some students are themselves struggling with opioid use disorders. Responding to all of these developments, as school districts must under federal law, strains already overstretched school district budgets.

6. Members of our legal team filed the first complaint in the country focused on the rising costs to public schools from the opioid crisis. That had been an overlooked issue in opioid litigation. We were the first group to identify the cost of special education services and supports that are disproportionately needed by students exposed to opioids before birth, as a basis for recovery. And working with nationally renowned experts, we developed a damages model allowing school districts to present this (and other) claims.

7. On behalf of public school districts, I have served as an ex officio member on the Unsecured Creditors Committee in the Purdue Bankruptcy cases (the “UCC”) since 2020, and

have participated in the UCC calls that have typically occurred once or twice a week since that time. The public school districts have provided input and assistance to the UCC since 2020.

8. In October 2019, the UCC reached a stipulation with the Sackler family members, other Released Parties, and the Debtors to provide the UCC with certain due diligence materials.

9. The UCC also later issued additional due diligence requests, served formal subpoenas for documents under Federal Rule of Bankruptcy Procedure 2004, and moved to compel additional discovery. Ultimately, the Raymond Sackler and Mortimer Sackler families produced more than two million pages of documents, and the bankruptcy debtors and other parties produced close to 100 million pages, including business plans, financial information, management and board materials, sales data, transfer information, trust documents, emails, text messages, and other materials dating back to the 1990s. The materials produced by the debtors included documents from Sackler family custodians and directors.

10. The materials produced in the bankruptcy case included documents relevant to claims against the debtors' estate and underlying opioid liability claims. Through motion practice, the UCC compelled the production of more than 16,000 privileged documents from the debtors, which included communications with members of the Sackler families. The UCC and others also took 16 depositions of Sackler family members, current and former Board members, current employees of the debtors, and other parties. School District counsel provided regular input to the UCC throughout these proceedings.

11. To date, my firm and co-counsel have reached resolutions of school district claims against three other opioid-industry defendants, for their roles in the opioid crisis: with McKinsey & Company (the consultancy) in an MDL proceeding with U.S. District Judge Charles Breyer

and with the manufacturers Endo and Mallinckrodt in bankruptcy proceedings in the SDNY and the District of Delaware, respectively.

12. School district recoveries from these resolutions with McKinsey, Mallinckrodt, and Endo—for \$23 million, \$5 million, and \$3 million respectively—have been paid (net of fees, litigation costs, and incentive awards to Class Representatives) into the Public School District Opioid Recovery Trust (Public School Trust), which we created as a means to maximize the impact of limited funds.

The idea behind the Public School Trust

13. Developed with input from school district clients, the rationale for depositing recoveries from opioid litigation into a Public School Trust—rather than distributing directly to school districts—is rooted in the very purpose of school district litigation against opioid industry defendants: to recover money to fund meaningful abatement and remediation of the opioid crisis’s effects in schools. With more than 14,300 school districts nationwide, and given the size of recoveries in these cases, dividing settlements funds equally or proportionally would result in awards too small to support significant abatement in any single district. Accordingly, from the outset, our clients, to their credit, sought a model to maximize the impact of limited funds, leading to our grant-making trust model. The clients have also insisted that settlement funds “supplement not supplant” existing funding in any district receiving settlement money.

14. With that directive, my firm and co-counsel proposed that after deducting service awards, attorneys’ fees and expenses, amounts recovered should be pooled into a grant making trust. After consulting with outside counsel with expertise in establishing trusts, we thus created the School District Trust. The grant making aspects of the trust are administered by an independent trustee, the Special Trustee, who has expertise in education and public schools. This

Special Trustee invites grant proposals for opioid-related abatement and remediation efforts and then, through a transparent process based on published criteria, awards substantial grants to school districts where the money is likely to have *the greatest impact*. The criteria for evaluating grant proposals include:

- a. Geographic areas or districts most affected by the opioid crisis.
- b. Low per pupil spending or underfunding in school districts.
- c. Grant proposals focused on especially vulnerable students or categories of students where the potential gains are likely to be highest.
- d. Evidence of a clear logic of action in the proposal linking the problem or opportunity described to its root causes, and the strategies proposed to address it.
- e. A commitment to sustain programs funded by the grant beyond the time of the grant.
- f. The development or expansion of model programs and direct services in support of these especially vulnerable students designed in ways that can be replicated and scaled elsewhere.
- g. The development of innovative practices in support of these especially vulnerable students that can be piloted for later replication and scale.
- h. Engagement and coordination with families, communities, and other civic actors, such as government agencies that also have responsibility for students harmed by the opioid crisis.
- i. Evidence that the funds received will be used to leverage other funds in support of students harmed by the opioid epidemic, thus increasing the impact of the grant and the resources available to these students.

<https://www.schooldistrictopioidrecoverygrants.com/faqs/>.

15. With input from school district clients, Dr. Andrés Alonso was selected and is serving as the independent Special Trustee of the Public School Trust. In that role, he is responsible for soliciting and reviewing grant applications and selecting grant recipients. Dr. Alonso is supremely qualified for the job. He is a former chief executive officer of the Baltimore City Public School System and, before that, served as deputy chancellor of the New York Public

School System. He has also been the former chair and a former trustee of the Carnegie Foundation for the Advancement of Teaching. A copy of his C.V. is Exhibit A. *See also* <https://www.linkedin.com/in/andres-a-alonso-783aa897/>.

16. Truist Bank serves as an additional trustee of the Trust—as the custodian of Trust funds and responsible for financial reporting and tax compliance.

17. In addition to the Trustees, the Trust includes a Committee of District Representatives who counsel and advise the Special Trustee. The Committee of District Representatives currently has three members: (a) Lindsey McIntosh, who currently serves as the General Counsel of Kanawha County, West Virginia School District and also worked in West Virginia State government for many years collecting data and analyzing the impact of the opioid crisis on citizens in the State; (b) Ricardo Adams, who served as a Commissioner of Rochester City New York School District and was involved in responding to the opioid crisis locally; and (c) attorney Karl Kristoff, who has spent his entire career as counsel to school districts and has been active in helping school districts respond to the opioid crisis.

18. After an extensive review of the grant proposals, including a review by grant reviewers who assisted Dr. Alonso, and after consulting with the Committee of District Representatives, Dr. Alonso makes decisions on grant proposals. Already, the grant making trust has received approximately 200 grant proposals, and after a robust process of review, Dr. Alonso has approved 51 grants so far for a total of \$24.3 million. He filed a detailed report for Judge Breyer on August 7, 2025, outlining the rigorous grant making process, the applications received, the grants approved, and the summaries of each of the 51 grant recipients and awards, as well as other information. That report is attached as Exhibit B to this declaration. A press release explaining the grant making process is attached as Exhibit C.

19. The grant making trust is designed to maximize the abatement impact of limited funds. Through the Trust, Dr. Alonso awarded 51 grants of up to \$500,000. For accountability, all grant recipients must enter a contract with the Trust and provide regular reports on how they are implementing their grants. The grants are paid in one-third increments over three years. Dr. Alonso has the authority to discontinue any grant if a recipient school district is not fulfilling its obligations.

20. Because of positive multiplier effects, grants to Public School Districts provide one of the best ways to abate the opioid crisis—because every dollar spent on schools reduces downstream costs that would otherwise be borne by other governmental entities later, including healthcare, unemployment, cash assistance, and law enforcement costs.

21. The Trustees expect the grants from this funds received through the settlement with the Sackler defendants in this case to be awarded in 2027, after another thorough and rigorous grant review process.

The Proposed Class Settlement in this case

22. Although this case is a new filing in this Court, this settlement has been a long time coming.

23. Six years ago, in 2019, facing civil litigation in hundreds of actions across the United States, Purdue Pharma, L.P. filed for Chapter 11 bankruptcy. *See In re Purdue Pharma, L.P. et al.*, Case No. 19-23649 (SHL) (Bankr. S.D.N.Y.). In response to that bankruptcy filing, several creditor groups—ultimately including State Attorneys General, public school districts, Native American tribal communities, third-party payors, hospitals, and representatives of opioid-affected individuals, including children—began arduous and protracted arm’s-length negotiations with Purdue, at the time a privately held company, and with members of the Sackler family who

dominated the company, holding both director and officer positions. These negotiations continued for many months, facilitated by retired U.S. District Judge Layn R. Phillips and by noted mediator Kenneth R. Feinberg. The first phase of these mediated negotiations focused on and resulted in allocation settlements between non-federal public claimants and several private claimant groups. Next, Purdue and the Sacklers also reached related settlements with the Department of Justice, which the bankruptcy court approved. Then mediation focused on and culminated in a proposed Chapter 11 plan of reorganization for Purdue, which the bankruptcy court in the Southern District of New York approved in late 2021 (U.S. Bankr. Judge Robert D. Drain, presiding).

24. These first phases of mediation led to a proposed Chapter 11 plan of reorganization for Purdue and to a proposed resolution of creditor claims funded by the Sacklers. Judge Drain confirmed that plan in September of 2021. However, appeals challenging the plan ensued. In December 2021, Judge Colleen McMahon of the U.S. District Court of the Southern District of New York reversed the bankruptcy court's confirmation of the plan. In turn, her ruling was reversed by the Second Circuit, which revived the bankruptcy court's (by then, modified) reorganization plan. Then, appeals reached the Supreme Court, which in June 2024 held that the Bankruptcy Code does not authorize the release of claims against non-debtor third parties, such as the Sacklers, without the consent of affected claimants. *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204, 226-27 (2024). As a result the Debtors Chapter 11 Plan was vacated.

25. Following the Supreme Court's ruling, settlement discussions resumed. Once again, skilled and experienced neutrals—this time, retired Bankruptcy Judge Shelley C. Chapman and retired law professor and ADR specialist and settlement monitor Eric D. Green—facilitated the negotiations, which began in August of 2024, and have been ongoing up to this filing.

26. Specifically, the negotiations between the Sacklers and the School Districts were particularly difficult. At multiple junctures it looked like the negotiations would collapse. Ultimately, the negotiations produced the settlement now before this Court, which requires the Sackler Defendants to pay up to \$26,776,216.55 (the precise amount depends on the number of opt-outs), in exchange for releases from a Rule 23 class consisting of approximately 2,500 public school districts.

27. The structure of the proposed settlement here closely resembles a similar Rule 23 settlement—of schools’ claims against another opioid defendant, McKinsey & Co.—already approved by Judge Breyer. Exhibit D to this declaration is a copy of Judge Breyer’s order granting final approval to public schools’ settlement with McKinsey, under Fed. R. Civ. Proc. 23(e). Judge Breyer “fully and finally” approved the same settlement structure proposed here—“the creation and use” of the Public School Trust “as the mechanism for distributing settlement money to Class Members who apply for funding and are selected by the [Trust’s] Special Trustee.”

28. The proposed settlement here resolves what the parties and the bankruptcy court have referred to as public schools’ “direct” claims—that is, public schools’ claims against Sackler family members. These are distinct from public schools’ additional claims against the Debtors. The proposed settlement here requires the defendant Sackler family members to pay \$26.8 million dollars, over two years, to obtain releases of Public Schools’ claims against them.

29. In addition to reaching agreement on settling Public Schools’ “direct” claims against Sackler family members, Public Schools have also reached agreement on settling their Purdue Pharma’s claims for \$13.7 million.

30. Neither the \$26.8 million that the Sacklers have agreed to pay under the proposed settlement before this Court, subject to this Court's approval, *nor* the \$13.7 million that Purdue's estate has agreed to pay to resolve schools' claims against that estate, subject to confirmation by the bankruptcy court, will be paid unless *both* these negotiated resolutions are judicially approved.

31. The \$26.8 million settlement amount here compares favorably to Public Schools' recoveries from McKinsey, Mallinckrodt, and Endo. In all three of those cases, the settlement amounts were lower than here, even while covering larger, nationwide classes of school districts. In my judgment, the settlement amount here with the Sacklers is fair and reasonable under the circumstances, especially when measured against the risks and delays attendant to continuing to litigate. It has weighed heavily on the minds of lawyers representing all plaintiff-side groups in opioid litigation both that public nuisance law is evolving and that, given the ravages of the opioid crisis, relief now will rescue lives that relief later would be too late to save. Combining the recoveries from McKinsey, Mallinckrodt, Endo, the Purdue Estate Claim, and the Sackler Direct claims, assuming court approvals for the Purdue, and Sackler Direct claims, nets a total of \$71.5 million in recoveries.

32. The risk of delay in this matter is quite extraordinary. First, while we firmly believe in the viability of public nuisance claims against the opioid defendants, there have been case by case, court by court, variations in outcomes. The Oklahoma Supreme Court, based on a state statute, rejected public nuisance claims after a trial verdict. In contrast, U.S. District Judges, such as MDL Judge Dan Polster in the N.D. of Ohio and Judge Charles Breyer in the N.D. of California, have rejected motions to dismiss public nuisance claims and tried bellwether cases.

33. Second, in many states the State Attorney Generals have not been friendly to School Districts. They initially opposed School District participation in the 2020 Purdue Mediation. And in ten states, they succeeded in enacting statutory bars that prevent school districts from bringing claims against opioid defendants, including heavily populated states like New York and Illinois and hard-hit states like Kentucky and Tennessee. With the exception of the Washington State and West Virginia Attorneys General, the Attorneys General in other states have entered nearly uniform state-by-state consent decrees with McKinsey, potentially releasing all school district claims, up to the maximum point of their authority under the law. The Florida Attorney General, for example, has gone so far as to file a declaratory action against two of our clients, Miami Dade and Putnam County School Districts, for bringing suits against the opioid industry. In sum, not only have school districts had to contend with powerful and well-funded opioid-industry defendants, but also with powerful Attorneys General who, with few exceptions, have attempted to marginalize and undermine school districts' ability to pursue their legitimate claims.

34. Third, even if public schools are successful in direct claims against the Sacklers, collecting on any judgment will be challenging due to the location of the Sacklers' assets.

35. In light of these circumstances, there is no doubt that it is in the best interest of the School District class members to settle and settle now.

Incentive Awards

36. School district counsel will propose that the two named plaintiffs here—the Marshall and Wetzell County Boards of Education—should receive incentive/service awards of \$10,000 each for their initiative and leadership and the risks they have undertaken by filing this case. This is the same amount that Judge Breyer awarded to School District class representatives in the

McKinsey MDL. At a combined total of \$20,000, the requested incentive awards in this case will amount to less than seven one-hundredths of one percent of the maximum settlement amount of \$26,776,216.55.

37. Incentive awards for the Marshall and Weetzell County School Boards are particularly appropriate here because these two districts stepped forward in the face of strong headwinds from . State Attorneys General (as explained above). Many school districts have succumbed to this pressure. The Marshall and Wetzell County School Boards did not.

Attorneys' Fees and Costs

38. Counsel will apply to the Court for an award of attorneys' fees and under Rule 23(h), in an amount not to exceed 25% of the settlement fund, a level well below many awards. *See Thacker v. PHH Mortg. Corp.*, No. 5:21-CV-00174-JPB, 2022 WL 22826981, at *5 (approving requested fee of one-third of the common fund); *Vannest v. Nationstar Mortg., LLC*, No. 5:21-cv-00086-JPB, 2022 WL 20689593, at *5, (N.D. W. Va. Oct. 19, 2022) ("Both state and federal courts in West Virginia recognize the presumptive reasonableness of an attorneys' fee equal to one-third of a recovery."). In addition to fees, class counsel will seek reimbursement of their expenses, not to exceed \$100,000. These expenses almost entirely relate to out of pocket expenses putative class counsel paid Bankruptcy Counsel, Binder Schwartz, in intense and often highly technical negotiations with the Sacklers for this matter to ensure that the settlement agreement with the Sacklers aligns with the Bankruptcy Plan and Disclosure Statement in Purdue. Binder Schwartz reviewed countless drafts of the settlement agreement and provided suggestions throughout the protracted settlement negotiations.

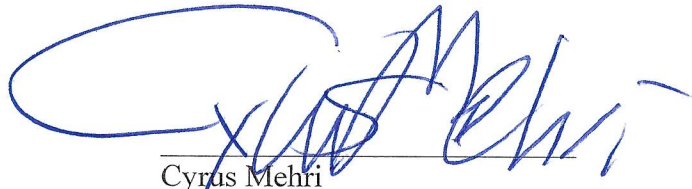
39. If approved, fees and expenses will be deducted and paid from the settlement fund. The 25% figure for fees is consistent with the fee in the actual retainer agreements between

counsel and their school district clients in this case. And per the bankruptcy plan, 5% of any recovery of each constituency group must go to the Common Benefit Fund in the multidistrict opioid litigation styled as MDL 2804. In other words, out of the proposed 25% fee award, 20% will go to class counsel and 5% will go to the MDL 2804 Common Benefit Fund. To protect the clients' recovery, counsel for the public school districts have agreed that the Common Benefit Fund assessment will come out of their share rather than charged to the class.

40. My firm and our co-counsel firms have expended several million dollars of legal time and hundreds of thousands of dollars in out-of-pocket expenses in opioid litigation. We will provide more detail at the time of a fee petition.

I declare under penalty of perjury under the laws of the United States that the foregoing statements are true and correct.

Dated: October 3, 2025



Cyrus Mehri

cmehri@findjustice.com

Mehri & Skalet PLLC

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Washington, DC 20006

(202)-822-5100

EXHIBIT A

Andrés Antonio Alonso

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Weehawken, NJ 07086

201-912-0460 (cell)
andresaalonso@outlook.com

Education

2006	Doctor of Education Harvard Graduate School of Education
1999	Master of Education Harvard Graduate School of Education Urban Superintendents Program
1982	Juris Doctor Harvard Law School
1979	Bachelor of Arts Columbia College of Columbia University Magna cum Laude, Phi Beta Kappa and Jose Marti Prize Majored in History and English

Experience

2014 – Present	CEO Andres A Alonso LLC • Serves as strategic advisor on education issues to state and district leaders and leadership teams and as trustee to education focused foundations and organizations. • Chair, Driving Change, Certificate of Advanced Education Leadership (CAEL), an online course on driving change for a community of world educators, as part of “Leaders of Learning” portfolio at Harvard Graduate School of Education.
2018 – 2019	Visiting Professor of Practice Harvard Graduate School of Education (HGSE) • Co-Chair, Public Education Leadership Project (PELP), a partnership with Harvard Business School serving the country’s largest districts.

- Chair, Driving Change, Certificate of Advanced Education Leadership (CAEL), an online course on driving change for a community of world educators, as part of “Leaders of Learning” online course portfolio.
- Partnered with HGSE Programs for Professional Education (PPE) in start-up of case writing program.
- Co-designed Harvard Business School Social Enterprise professional learning course for public school district boards in partnership with Council of Great City Schools.

2013-2018

Professor of Practice

Harvard Graduate School of Education

- Served on steering committees of the Education Doctorate Leadership Degree (EDLD) program and the Program for Professional Education.
- Co-chaired Public Education Leadership Project (PELP).
- Chaired Superintendents and Central Leaders Leadership Institute.
- Designed and chaired Driving Change course for “Leaders of Learning,” Certificate of Advanced Education Leadership (CAEL).
- Taught on education reform, instructional leadership, driving change and the politics of organizations in urban systems and schools.
- Co-chaired Leadership Diversity Project for USDOE (along with Kaya Henderson).
- Served on Boston School Committee task force to examine supports for English Language Learners.
- Consulted on systemic reform with government and foundation partners in the US and Latin America, and on disproportionality in school discipline in a desegregation case.

2007-2013

Chief Executive Officer

Baltimore City Public Schools (City Schools)

- Implemented a comprehensive program of reform for City Schools, a district of roughly 200 schools and 85,000 students.
- Led progress across all categories of outcomes in state tests, graduation and college readiness data, and measures of climate during six-year tenure after entering as 7th superintendent in 10 years.
- Oversaw supports that reduced the number of dropouts by 56 percent between 2008 and 2012, most significantly among African American males.
- Expanded choice within district schools and the number of charters, increased early childhood and alternative options,

while closing under-enrolled and low performing schools and expanding desired schools and programs while focusing on community partnerships, collaboration across all schools, and increased student supports, helping reverse four-decade trend in declining enrollment with five consecutive years of enrollment growth.

- Mobilized communities in support of facilities master plan that addressed over-capacity in the district through closing of 26 buildings, and led to historic legislation and funding in support of the 21st Century Buildings Plan, a project for building new schools and renovating over fifty buildings in Baltimore City in partnership with city and state, after decades of efforts to find resources to build new schools or fix the district's crumbling buildings.
- Managed \$1.3B budget that over time accumulated \$100M fund balance, after inheriting a district that had needed a \$53M city bailout in 2005.
- Negotiated progressive labor agreements that introduced career ladders, built collaborative structures, and tied evaluation to pathways and compensation for six different bargaining units.
- Served as national model for progressive discipline approaches that introduced restorative practices in schools, in partnership with the Health Department and community partners which led to record declines in out of school suspensions and truancy.
- Settled a 26-year consent agreement in the *Vaughn G.* special education lawsuit in recognition of systemic progress in serving students with disabilities and their families.
- Systemic reform efforts memorialized in three Harvard Business School cases ("Bounded Autonomy: Implementing Fair Student Funding in Baltimore City Public Schools," "Career Pathways, Performance Pay and Peer Review Promotion in Baltimore City Public Schools" and "Organizing for Family and Community Engagement in the Baltimore City Public Schools") and in two books (Achieving Coherence in District Improvement, HEP, 2015, and Improving Education Together: A Guide to Labor-Management-Community Collaboration, HEP, 2017).

2006- 2007

Deputy Chancellor

Teaching and Learning

New York City Department of Education

- Assisted the Chancellor in the development and implementation of policies, practices and procedures to support increased student achievement and improved school performance.

- Supervised ten regional superintendents and 94 local instructional superintendents leading 1,100 schools, as well as District 75 (district for self-contained, low incidence SWD) and District 79 (district for alternative programs and students).
- Identified and responded to all systemic issues concerning the provision of services related to Teaching and Learning, including curriculum and instruction; bilingual education, special education, gifted and talented, and early childhood programs.
- Oversaw offices of grants and compliance, secondary education, parent engagement and instructional technology.
- Interacted on behalf of the Chancellor with city and government agencies, the Education Policy Panel and community education councils, community organizations, private foundations and corporations.

2003-2006

Chief of Staff

Teaching and Learning

New York City Department of Education

- Assisted Chancellor and Deputy Chancellor in identification and response to all systematic issues concerning the provision of services related to Teaching and Learning.
- Oversaw implementation of Teaching and Learning elements of first phase of Children First reforms, including development and implementation of ELL and Special Education plans, operational support for core curriculum in English Language Arts and mathematics, and structural reorganization of system to an integrated K-12 regional structure.
- Coordinated work of the Office of Teaching and Learning with that of other deputy chancellors to improve effective support for regions and schools.
- Managed central office division consisting of 389 employees, with a budget of nearly \$200 million.
- Supervised Teaching and Learning efforts in support of nearly 500 schools identified as needing improvement under NCLB Efforts.

2001-2002

Advanced Doctoral Candidate

Harvard University Graduate School of Education

- Researched, proposed, and collected data for dissertations study exploring superintendent influence on instructional guidance in an urban context of standards-based reform and high stakes accountability.

1999-2000

Executive Intern to the Superintendent

Springfield, Massachusetts Public Schools

- Spearheaded process for school improvement that involved reorganizing central office and principals.
- Helped lead a committee of central office administrators and principals that examined the professional development practices of the district.

1999

Fellow

Harvard Graduate School of Education

- Completed full year practiced-based academic program concentrating on the urban superintendency and requiring ongoing projects in neighboring urban schools.

1994- 1998

Teacher, English as a Second Language, and Coordinator, Bilingual/ESL Needs Assessment

Peshine Avenue School

Newark, New Jersey Public Schools

- Coordinated Bilingual/English as a Second Language program and taught English as a Second Language in K-8 elementary school.
- Chaired district committee that wrote English as a Second Language Curriculum Guide.

1987- 1994

Teacher, English as a Second Language, and Coordinator, Bilingual/ESL Needs Assessment Coordinator

Samuel L. Berliner School

Newark, New Jersey Public Schools

- Coordinated Bilingual/English as a Second Language program and taught English as a Second Language in center school for 11-14-year-old students classified as emotionally disturbed.
- Drafted district Bilingual Special Education Guide, conducted professional development workshops and mentored district bilingual teachers.

1985- 1986

Traveled throughout United States, Europe, and Israel

1982-1984

Attorney

Hughes, Hubbard, and Reed
New York, New York

- Practiced corporate litigation involving antitrust, administrative, first amendment, and securities and contract law.
- Conducted pro bono litigation on behalf of indigent claimants in New York administrative law system.

Selected Honors and Awards

- "Lifetime Achievement Award" – Association of Latino Administrators and Superintendents (2014).
- "Influential Marylander" Award – *The Daily Record*. (2009, 2010, 2012).
- "Distinguished Alumni Achievement Award" – Harvard Graduate School of Education Association of Students of Color (2012).
- "Medal for Distinguished Service" – Teachers College of Columbia University (2011).
- "Hero of Education" distinction, White House (2010)
- "School Superintendent of the Year" – The Fullwood Foundation (2009)
- "Hispanic Hero Award" – U.S. Hispanic Youth Entrepreneur Education. (2009)
- "Howard Pete Rawlings Courage in Public Service Award" – The Greater Baltimore Committee (2009).
- "Audacious Individual" Award – Open Society Institute of Baltimore (2008).
- "Innovator of the Year" - *The Daily Record* (2008).
- "Best New Public Servant" – *The City Paper* (2008).

Publications

- Alonso, A.A. (2016). "Pandering in a Context of Limited Choices and Costs." In Meira Levinson and Jacob Fay (Eds.), Dilemmas of Educational Ethics: Cases and Commentaries. Cambridge, MA: Harvard Education Press.

- Alonso, A. A. (2018). "PLIE: Improving the Capacity of School Leaders in Argentina (PEL-89)." Boston, MA: Harvard Business School Publishing.
- Moore, M.H. and Alonso, A.A. (2017). "Creating Public Value: Superintendents as Strategic Managers of Public Schools (PEL-081)." Boston, MA: Harvard Business School Publishing.
- Moore, M.H. and Alonso, A.A. (2017). "Superintendents of Public Schools as Sector Level Leaders (PEL-082)." Boston, MA: Harvard Business School Publishing.

Boards and Service

- Trustee, Center for Collaborative Education.
- Trustee and Strategic Committee chair, Data Quality Campaign.
- Trustee, Grow Your Own Foundation (GYO).
- Trustee, Panasonic Foundation.
- Trustee, Scholastic Corporation.
- Trustee, board treasurer and Audit and Budget Committee chair, William T. Grant Foundation.
- Member of Teacher's College President Advisory Council.
- Past member of Annenberg Foundation Advisory Board.
- Past chair and trustee, Carnegie Foundation for the Advancement of Learning.
- Past trustee, Future Ready Columbus.
- Past trustee and chair of Reporting and Dissemination Committee, National Assessment Governing Board.
- Past trustee, National Center for Effectiveness in Education and the Economy (NCEE).
- Past trustee, Teachers College of Columbia University.
- Past trustee of University of Chicago's UEI Chicago Impact.

EXHIBIT B

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Plaintiff School Districts' Steering Committee Member

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE: MCKINSEY & CO., INC.
NATIONAL PRESCRIPTION OPIATE
CONSULTANT LITIGATION

This Document Relates to:

ALL SCHOOL DISTRICT ACTIONS

Case No. 21-md-02996-CRB (SK)

**THIRD STATUS REPORT BY SCHOOL
DISTRICTS, UPDATING COURT
REGARDING THE PUBLIC SCHOOL
DISTRICTS' OPIOID RECOVERY TRUST**

Courtroom: 6, 17th Floor

Judge: The Honorable Charles R. Breyer

The Public School Districts' Opioid Recovery Trust (PSDORT) submits this status report to update the Court on progress made by Special Trustee Dr. Andrés Alonso and the Administrative Trustee, Truist Bank, in distributing settlement funds through PSDORT grants.

Grant Award Announcement

On June 15, 2025—following a comprehensive review process that included recruiting a distinguished group of national experts to evaluate grant submissions, consulting with a Committee of District Representatives, and reviewing the more than 200 grant proposals received—Special Trustee Dr. Alonso notified **39** lead district applicants from **20** states and American Samoa that they had been selected to receive a total of **51** grant awards. Each award, of up to \$500,000, will be disbursed over three years.

1 Because several districts selected for awards submitted joint proposals in partnership with
2 other districts, the total number of participation districts that will benefit from the awarded funds is
3 64.

4
5 This status report summarizes the volume and nature of the applications received, how they
6 were evaluated and selected for awards, and the characteristics of the proposals selected for awards.

7 **Application Review and Volume**

8
9 The figures reported in our last status update (ECF 774) reflected information as entered by
10 applicants in the submission portal. Upon closer review, however, Dr. Alonso and his teams of grant
11 reviewers discovered that some districts had uploaded multiple, distinct proposals under a single
12 submission. After separating these, the final count of applications received comes to 205 distinct
13 proposals for funding from **147** lead districts and **47** partner districts, spanning **34** states and
14 American Samoa. Notably, eight states—New York, Maine, Massachusetts, Florida, Kentucky,
15 New Hampshire, New Jersey, and Illinois—generated more than 10 applications each. Appendix A
16 (PSDORT Applications and Participation by State) shows the pre-award application and
17 participation data of applicant school districts by state. Reconciling the portal took unanticipated
18 time. The reviewers also required more time to complete their task because of the greater volume of
19 proposals. As a result, Dr. Alonso pushed back the notification of the awards to the districts until
20 June.

21 **Applications Categories**

22
23
24 Applicants were invited to submit proposals in one of three categories: *District Improvement*
25 (*DI*), *Model Programs and Best Practices (MP)*, and *Innovative Programs (INV)*. The distribution
26
27
28

of applications by category is reflected below:

Application Type	Number of Applications
District Improvement	85
Model Programs and Best Practices	70
Innovative Programs	50
Total	205

Applicant Demographics

The set of grant proposals received confirms that the PSDORT’s outreach strategies—including sustained engagement with intermediaries, follow-up communications, and the intentional RFP design—were successful in reaching the small, rural, and under-resourced districts most affected by the opioid crisis.

By Enrollment

Lead District Student Enrollment	Number of Applications
100k plus	8
50k-100k	5
25k-50k	8
10k-25k	24
5k-10k	25
1k-5k	96
500-1k	20
0-500	19
Total	205

By Free and Reduced Lunch Eligibility (FRL)

FRL % (Lead District)	Number of Applications
>90	38
>80	11
>70	26
>60	36
>50	38
>40	26
>30	9
>20	13
<20	8
Total	205

By % of Students With Disabilities (SWD)

SWD % (Lead District)	Number of Applications
>50	2
>40	7
>30	15
>20	79
>15	68
>10	25
<10	9
Total	205

The review team is extremely pleased to see widespread participation from districts serving students with high needs.

How Grant Submissions Were Evaluated & Scored

Each grant application was assigned to two neutral reviewers drawn from a panel of 30 distinguished national leaders, including current and former school district and state superintendents, school board members, leaders in special education and family engagement, public health officials, foundation executives, researchers, and policy experts. See Appendix B (PSDORT Reviewers).

Dr. Alonso also personally briefed each reviewer to ensure their familiarity with PSDORT's goals and to explain the evaluation rubric, which assessed proposals across five dimensions: (1) program design and implementation, (2) alignment with PSDORT's goals, (3) organizational capacity, (4) measurable objectives, and (5) budget. See Appendix C (PSDORT Grant Evaluation Rubric) and Appendix D (PSDORT Grant Evaluation Priority Considerations).

To supplement district-provided materials, the review team consulted two external datasets to assign objective opioid "impact" scores:

1. **ARCOS data (2006-2021):** county-level data on the number of opioids dispensed in the county, compiled by the DEA (and measured in morphine milligram equivalents, or MME).
2. **Neonatal Abstinence Syndrome (NAS) birth data (2008-2022):** statewide NAS birth rates per 1,000 births, compiled by the Agency for Healthcare Research and Quality.

Using these datasets, the review team placed applicants into one of five tiers based on their respective MME and NAS rates, which were then averaged into a combined "impact" score (ranging from 1 to 5, with 1 indicating the lowest and 5 indicating the most severe impact).

While acknowledging that the ARCOS and NAS data might not precisely reflect conditions

1 in every applicant district, Dr. Alonso and the team concluded that these data provided useful
2 information for evaluating the comparative severity of the opioid crisis in each applicant district—
3 and usefully supplemented districts’ self-reported information.

4 5 **Award Decisions**

6 Nearly half of all proposals received a combined score of 80 or higher from their two neutral
7 readers, evidencing the seriousness with which most applicants approached their RPF submissions.

8
9 Given funding constraints and the need to provide meaningful award amounts, **51** proposals
10 were selected for funding—representing **39** lead districts and **25** partner districts across **20** states
11 and American Samoa. See Appendix E (PSDORT Award List) and Appendix F (PSDORT Awards
12 by State). Of the 51 proposals selected for awards:

- 13 • **47** proposals had combined impact scores of either 5 or 4.
- 14 • **2** proposals lacked NAS data but had MME scores of 5.
- 15 • **1** high-scoring Model Program and Best Practices proposal had no impact score, but the
16 reviewers found its case persuasive and did not want to penalize the applicant for data
17 limitations beyond its control.
- 18 • **1** proposal had a combined impact score below 4 but represented a collaboration of 11 partner
19 districts with high potential.
- 20 • **1** proposal, although not among the highest scorers overall, was selected because it brought
21 together 9 partner districts for a particularly promising venture.
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Awards by Impact Score

Award Applications Combined Impact Score	Number of Awards Made
5	27
4	20
3	1
2	0
1	0
Partial Score 5	2
No Score	1
Total	51

Awards by Grant Type

Grant Type	Number of Awards Made
District Improvement	24
Model Programs and Best Practices	16
Innovative Programs	11
Total	51

Award by Lead District Enrollment

Enrollment Range	Number of Awards Made
100k plus	1
50k-100k	2
25k-50k	2
10k-25k	12
5k-10k	2
1k-5k	26
500-1k	1
0-500	5
Total	51

Awards by Free and Reduced Lunch (FRL) Rate

FRL % Range	Number of Awards Made
>90	9
80-90	1
70-80	6
60-70	11
50-60	8
40-50	7
30-40	6
20-30	3
<20	0
Total	51

Awards by Students With Disabilities (SWD) Rate

SWD % Range	Number of Awards
>50	0
40-50	3
30-40	3
20-30	21
15-20	21
10 to 15	2
<10	1
Total	51

Appendix G (PSDORT Award Proposal Summaries) provides brief summaries of each winning proposal, along with selected comments from the reviewers. As reflected there, across the board, reviewers deemed proposals the strongest when they gave a clear definition of the problem(s) the grant will solve, a strategy closely aligned with that definition, a feasible implementation plan, realistic scopes, and specific attention to personnel and roles—particularly in under-resourced contexts.

Next Steps

Dr. Alonso is in the process of collecting signed agreements from all lead districts selected for awards. See Appendix H (PSDORT Final Agreement). Under the agreement, each district must: submit quarterly financial reports and semiannual programmatic reports; participate in follow-up calls with Dr. Alonso, to ensure both support and accountability; and join virtual convenings twice a year to share experiences and learn from peers.

Dr. Alonso looks forward to updating the Court on insights that emerge from the PSDORT's efforts, the new opportunities made possible for school communities because of PSDORT grants, and the challenges that will, inevitably, continue to require attention.

Dated: August 7, 2025

Respectfully submitted,

/s/ Cyrus Mehri

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Filed by Eric B. Fastiff with permission of
Cyrus Mehri

Appendix A

Appendix A – PSDORT Applications and Participation by State

State	Submitted Applications	Lead Districts Submitting Applications	Additional Partner Districts	Total Participating Districts
AK	6	3	0	3
AL	0	0	0	0
AR	6	3	0	3
AS	3	1	0	1
AZ	2	2	0	2
CA	8	7	2	9
CO	0	0	0	0
CT	3	3	0	3
DE	1	1	2	3
FL	12	10	0	10
GA	0	0	0	0
HI	0	0	0	0
IA	1	1	0	1
ID	2	2	0	2
IL	10	8	1	9
IN	2	2	0	2
KS	0	0	0	0
KY	11	8	0	8
LA	0	0	0	0
MA	12	8	5	13
MD	6	3	0	3
ME	14	13	0	13
MI	5	3	0	3
MS	0	0	0	0
MN	3	1	0	1
MO	1	1	0	1
MT	0	0	0	0
NC	6	4	0	4
ND	0	0	0	0
NE	5	4	0	4
NH	10	7	0	7
NJ	11	7	0	7

NV	4	2	0	2
NM	0	0	0	0
NY	17	10	12	22
OH	7	7	16	23
OK	0	0	0	0
OR	3	2	0	2
PA	9	7	8	15
RI	0	0	0	0
SC	1	1	0	1
SD	0	0	0	0
TN	8	5	0	5
TX	0	0	0	0
UT	0	0	0	0
VA	1	1	0	1
VT	2	2	0	2
WA	6	5	1	6
WI	3	1	0	1
WV	4	2	0	2
WY	0	0	0	0
Total	205	147	47	194

Appendix B - PSDORT Reviewers

Name	Present Main Role	Mini Bio	Potential Conflict
Almudena G. (Almi) Abeyta, Ed.D.	Superintendent, Chelsea, MA Public Schools	Former Assistant Superintendent, Somerville, MA Public Schools; Deputy Superintendent, Santa Fe, NM Public Schools and Boston, MA Public Schools; Principal at Donald McKey, Boston, MA	MA, NM
Jennifer Bell-Ellwanger	President and CEO, Data Quality Campaign	Former Director of Policy and Program Studies Services and Acting Assistant Secretary for the Office of Planning, Evaluation and Policy at the US Department of Education; Senior Advisor to the Chancellor at NYC Public Schools, and Chief Accountability Officer at Baltimore City, MD Public Schools	MD, NY

Jonathan Brice, Ed.D.	Co-Founder and Managing Director, School Equity Solutions	Former Superintendent of Schools, Regional District of Bristol and Warren, RI; Associate Superintendent Office of Student and Family Support and Engagement, Montgomery County, MD; Deputy Assistant Secretary, Office of Elementary and Secondary Education, US Department of Education; Schools Supports Officer and Executive Director of Student Support Services, Baltimore City, MD Public Schools; Chief Officer Special Services, Duval County, FL Public Schools; Executive Director of Alternative Programs and Non-Traditional Schools, Christina, DE Public Schools	DE, FL, MD, RI
Kim Bridges, Ed.L.D.	Assistant Professor, Education Leadership, Virginia Commonwealth University School of Education	Former Senior Policy Analyst, VA Department of Education; Chair, Richmond, VA Public Schools Board of Education; Communications Coordinator, FeedMore	VA

Ira J. Chasnoff, MD	President, Children's Research Triangle, NTI Upstream and Professor at the University of Illinois College of Medicine	Dr. Chasnoff has written numerous books on child development and the effects of maternal alcohol and drug use on newborn infants and children. He has authored eleven books, among them "The Mystery of Risk" and "Guided Growth: Educational and Behavioral Interventions for Children and Teens with Fetal Alcohol Spectrum and Early Trauma"	IL
Stephanie Downey Toledo, Ed.L.D.	Superintendent, Central Falls , RI Public Schools	Former Deputy CEO for Special Education at NYC Public Schools; faculty at the Harvard Graduate School of Education and Teachers College, and founder of SponsHEr	CA, NY, RI
Tisha Edwards, MSW, JD	President and CEO, Maryland Bankers Association	Secretary for Appointments and Campaign Chief of Staff for MD Governor Wes Moore; Executive Director of the Mayor's Office of Children and Family Success, Acting Executive Director of the Mayor's Office of Homeless Services, and Chief of Staff and Advisor to the Mayor in Baltimore, MD; President of BridgeEdU; and Acting Superintendent and Chief of Staff of Baltimore City, MD Public Schools.	MD

Christine Fowler-Mack	Consultant at ReimaginED Solutions	Former Superintendent of Schools at Akron, OH Public Schools; Chief of Staff and Chief Portfolio Officer at Cleveland Metropolitan, OH Public Schools; and Assistant Superintendent at Cleveland Heights-University Heights School District, OH.	OH
Guadalupe Guerrero	Chief Executive Officer at the Partnership for LA Schools	Former Superintendent of Schools in Portland, OR Public Schools; Deputy Superintendent and Assistant Superintendent of San Francisco Unified, CA Public Schools; and principal at Boston, MA Public Schools	CA, MD, OR
Garth Harries, J.D.	President and CEO of the Connecticut Project	Former Managing Partner for Leadership of Education at Houghton Mifflin Harcourt; co-founder and Executive Director of Sparkler; superintendent of New Haven, CT Public Schools; and Chief Portfolio Officer of NYC Public Schools	CT, NY

Tomeka Hart Wigginton	President and CEO of the United Way of the Mid-South	Former Managing Director, Blue Meridian Partners; Senior Program Officer, Bill and Melinda Gates Foundation; Vice President of Strategic Partnerships, Southern Education Foundation; Vice President, African American Community Partnerships, Teach for America; Commissioner, Memphis, TN Public Schools; and President and CEO, Memphis Urban League	TN
Lauren Katzman, Ed.D.	Executive Director and Research Associate Professor, Mary Lou Fulton College of Teaching and Learning Innovation, Executive Director, Urban Collaborative, Arizona State University	Former Assistant to the Superintendent for Special Education, Newark, NJ Public Schools; Executive Director of Special Education (Division of Special Education and English Language Learners), NYC Public Schools; author of "Effective Inclusive Schools: Designing Successful Schoolwide Programs"; and co-editor of "Special Education for a New Century"	AZ, NJ, NY
Christina Kishimoto	Founder and CEO, Voice4Equity LLC, Professor of Clinical Education, University of Southern California	Former State Superintendent, Hawaii Department of Education; and Superintendent of Schools in Gilbert AZ Public Schools and Hartford, CT Public Schools	AZ, CT, HI

Kim Lewis, Ed.D.	Member, Educational Committee, MD State Board of Education	Former Executive Director of Special Education in Baltimore City, MD Public Schools; Program Director and Branch Chief in the Division of Early Interventions and Special Education Services at the MD State Department of Education; President of the MD State Education Association; and the National Education Association.	MD, PA
Daniela Lewy, Ed.L.D.	Managing Partner, Social Determinants of Health Consulting, LLC; Instructor, Harvard T.H. Chan School of Public Health	Former National Director of Social Determinants of Health, Local Initiatives Support Corporation (LISC); Co-Founder and Board Member, Thrival World Academies, Oakland, CA; Executive Director, Virginia Governor's Children's Cabinet; and Research Associate Faculty Member, Johns Hopkins Bloomberg School of Public Health	CA, CO, MD, VA
Matthew Link, Ed.D.	Superintendent, and Homeless Liaison, Northern Lehigh School District, PA; Superintendent of Record, Lehigh, PA Career and Technical Institute; Board Member, Centennial School of Lehigh University	Former Assistant Superintendent, Assistant Superintendent for Special Education and Student Services; and Director of Special Education, Kutztown, PA Public Schools	PA

Geoff Marietta, MBA, ED.D.	CFO at Addiction Recovery Care (ARC) and President, Entrepreneur Division	Former Entrepreneur-in- Residence at the University of the Cumberland; Founder of Invest 606, Eastern Kentucky's premier business accelerator; currently a Board member of ONE Harlan County, and the Kentucky Commission on Small Business Innovation and Advocacy. Formerly Chair of the boards of the Harlan County Industrial Development Authority and Harlan County Chamber of Commerce. He is author of "Rural Education in America"	KY, MN
Babak Mostaghimi, Ed.L.D.	Founding Partner, LearnerStudio, Education Board Advisory Member, Chan Zuckerberg Initiative	Former Assistant Superintendent of Elementary Education and Student Support and Assistant Superintendent of Curriculum, Instructional Support and Innovation at Gwinnett County, GA, Public Schools; Deputy Director and Director of Community, Family and School Engagement at the Center for Education Innovation, Jackson, MS	MS, GA
Tina Owen-Moore, Ed.L.D.	Chief Officer/Board Clerk, Office of Board Governance, Milwaukee Public Schools	Former Superintendent of Schools, Cudahy, WI Public Schools; Chief People Officer, Chicago International Charter School; Principal Advisor and Founder and Principal of The Alliance School,	WI, IL

		Milwaukee, WI Public Schools	
Catherine Pozniak, Ed.L.D.	Civil Affairs Officer 38G/6D Education, US Army Reserves; Principal, Longbourn Consulting	Former Assistant State Superintendent, LA Department of Education; Co-Founder and COO, New Schools Baton Rouge	LA
Stephen Patrick, MD	Rollins Professor, Chair of the Department of Health, Policy and Management at the Rollins School of Public Health; Co-Director of the Center for Health Services Research at Emory University; Adjunct Physician Policy Researcher at RAND Corporation	Former Professor of Pediatrics and Health Policy, Vanderbilt Center for Child Health Policy; Executive Director of Firefly; former Robert Wood Johnson Foundation Clinical Scholar at the University of Michigan	GA, TN
Spehen L. Pruitt, Ph.D.	President, The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)	Former President, Southern Regional Education Board; KY State Commissioner of Education; Director of Academic Standards, Associate State Superintendent for Assessment and Accountability and Chief of Staff at the GA Department of Education; President of the Council of State Science Supervisors	GA, KY, Southern States

Keri Randolph, Ed.L.D.	Executive Director of Chattanooga 2.0, Chattanooga, TN	Former Chief Strategy Officer and Executive Officer of Strategic Investments, Chattanooga, TN Public Schools; Director of Prek-12 Programs and Professor of Practice, Tulane University School of Professional Advancement; Assistant Superintendent of Innovation, Hamilton County, TN Public Schools	NC, LA, TN
Kelvin Roldan, Ed.L.D.	Commissioner in Residence, Amira Learning	Former Deputy Commissioner for System Transformation at the Rhode Island Department of Education and Oversight Officer for Providence, RI Public Schools; Deputy Chief of Staff at Hartford, CT Public Schools, and State Representative and Deputy Majority Leader at the CT House of Representatives	CT, RI
Oscar Santos, Ed.D.	Executive Director, Center for Collaborative Education	Former President of Cathedral High School in Boston; superintendent of Randolph Public Schools in RI, and principal of Boston International High School	MA, RI
Michael Sarbanes	Executive Director, Sherman Center, University of MD, Baltimore County	Former Executive Director, Partnerships, Communication and Community Engagement, Baltimore, MD Public Schools; Executive Director, Citizens Planning and Housing Association; Deputy Chief of Staff for Policy, Office of Lieutenant Governor, MD; Executive	MD

		Director, Governor's Office of Crime Control	
Joshua Sharfstein, M.D.	Vice Dean for Public Health and Community Engagement, John Hopkins Bloomberg School of Public Health	Former Secretary of MD Department of Public Health; Deputy Commissioner of the U.S. Food and Drug Administration, and Commissioner of Baltimore City Department of Health	MD
Michelle Taylor, M.D., Dr.PH, MPA	Shelby County Division Director for Health Services	Lt Col, and Residency-Trained Flight Surgeon in the Tennessee Air National Guard, former Credentialing and Privileging Branch Chief and the Division Chief for Aerospace Medicine in the Office of the Air National Guard Surgeon General, and Associate Medical Director and Deputy Administrator for Maternal and Child Health at the Shelby County Health Department, in Memphis, TN.	TN
Shirley B. Vargas, Ed.L.D.	School Transformation Officer, Office of Coordinated School and District Support, NE Department of Education	Former Director of School Renewal and Talent Coach, NYC Public Schools	NY, NE

Sarah Warren, ED.L.D.	Executive Director of Strategy and Operations, Portland, ME Public Schools	Former Executive Director of Schools Supports at Baltimore City Public Schools	MD, ME

Appendix C

Appendix C – PSDORT Grant Evaluation Rubric

Scoring Criteria Details				
Program Design and Implementation	Alignment with Goals	Organizational Capacity	Impact and Outcomes	Budget Detail
The proposal includes detailed plans, strategies, and methods to effectively accomplish project goals.	The proposal aligns with the overarching goals and objectives of the Trust grant program.	The proposal conveys how the organization is leveraging all available assets and resources to best address the challenges addressed in its proposal	The proposal includes measurable outcomes and objectives, and clear thinking about how success will be measured both periodically and in the long term	The budget is detailed, reasonable, and aligned with the project activities.
• District Improvement Grants: For district improvement grants, the proposal includes evidence of how the district’s proposed action will increase its capacity to address the challenges of the opioid crisis for specific students, schools, and communities.	• Target Population: The proposal clearly identifies and addresses the needs of the specific student population, particularly those born with neonatal opioid withdrawal symptoms who require special education supports, and/or students who have suffered traumatic family loss and educational interruptions and have been affected by the opioid epidemic in this context.	• Staff Capacity: The proposal includes thinking about people’s qualifications and experience, especially those leading and managing the project, including strategies to improve their success.	• Evaluation Plan: The proposal includes a detailed plan for evaluating the effectiveness of the project and measuring its impact on the target population.	• Cost-Effectiveness: The application demonstrates cost-effective and efficient use of grant funds. Costs are directly related to the programmatic needs to carry out the program. Award funds expand existing services. They do not supplant legally mandated services, nor substitute for existing services.
• Innovative Approaches: For innovation grants, the proposal includes novel approaches or strategies that have the potential to provide new responses to the impact of the opioid crisis on specific students, schools and communities and	• Evidence of Need: The proposal provides a strong and convincing needs assessment, including data and evidence to support the definition of the problem to be addressed and the strategy proposed to address it.	• Sustainability Plan: The application includes a robust plan for sustaining the project beyond the grant period.	• Potential for Replication: The proposal conveys ways for how the project can be replicated or scaled in other districts or contexts.	• Justification of Costs: All costs are justified and necessary for the successful implementation of the project.

potentially inform responses in other districts.				
• Evidence-Based Methods: For model programs, the proposal incorporates evidence-based practices to address or ameliorate the impact of the opioid crisis on specific students, schools and communities, and provides strong evidence of their effectiveness	• Impact Analysis: The proposal provides analysis of how the opioid epidemic has specifically affected the district, its students, schools and communities, and the district's urgent need for Trust resources.	• Partnerships: The proposal includes meaningful collaborations with external civic organizations, community partners, or other districts.	• Impact: The proposal provides a clear explanation of its anticipated effect on the specific focused population of students, the district, its schools and communities.	
		• Stakeholder Engagement: The proposal includes evidence of engagement with stakeholders, including families, communities, and civic actors.		

Appendix D

Appendix D – PSDORT Grant Evaluation Priority Considerations

Priority Elements

In assessing applications and making grant decisions, we will consider the following:
• Geographic areas or districts most affected by the opioid crisis.
• Low per pupil spending or underfunding in school districts.
• Grant proposals focused on especially vulnerable students or categories of students where the potential gains are likely to be highest.
• Evidence of a clear logic of action in the proposal linking the problem or opportunity described to its root causes and the strategies proposed to address it.
• A commitment to sustain programs funded by the grant beyond the time of the grant.
• The expansion of model programs and direct services backed by evidence that can be replicated and scaled elsewhere.
• The development and testing of innovative practices that can be piloted for later replication and scale.
• Engagement and coordination with families, communities, and other civic actors such as government agencies that also have responsibility for students harmed by the opioid crisis in support of the actions proposed.
• Evidence that the funds received will be used to leverage other funds in support of students harmed by the opioid epidemic, thus increasing the impact of the grant and the resources available to these students.
Trust funds must be used for direct services or innovative projects that benefit students. They are not available to support research activities.

Appendix E

Appendix E – PSDORT Award List

Tracking Number	School District	State	Type of Grant	Total District Student Enrollment	Potential number of targeted students	District per pupil funding	% of students eligible for free/ reduced lunch	% of total district enrollment eligible for special education services	% district enrollment identified neonatal opioid withdrawal symptoms	MME Impact Score	NAS Impact Score	Overall Impact Score
QCZ-3384084	Dillingham City School District	AK	District Improvement	404	404	13,554	99%	15%	0%	2	5	4
BVQ-1562386	American Samoa Department of Education	AS	Model Programs and Best Practices	9,290	600	9,256	99%	5%	0%	No data	No data	N/A
MNZ-5404627	Tempe Union High School District #213	AZ	District Improvement	11,761	15,300	11,407	60%	14%	0%	4	4	4
ZQT-3914887	East Haven Public Schools	CT	District Improvement	3,208	286	18,284	55%	19%	0%	5	4	5
WPJ-4314845	Red Clay Consolidated School District	DE	Innovative Programs	16,084	16,084	22,526	73%	26%	0%	5	5	5
XNG-1308807	Sarasota County Schools	FL	District Improvement	46,215	2,500	11,505	50%	25%	0%	5	4	5
ZGN-1199317	Barren County School District	KY	District Improvement	5,080	50	17,042	89%	19%	0%	5	5	5
LKR-1479343	Bullitt County Public Schools	KY	Model Programs and Best Practices	12,954	12,954	10,775	74%	14%	0%	3	5	4
XQZ-2553303	Bullitt County Public Schools	KY	District Improvement	12,954	12,954	10,775	74%	14%	0%	3	5	4
SMQ-3846741	Fayette County Public Schools	KY	Model Programs and Best Practices	42,519	30	18,360	54%	20%	0%	5	5	5
BPD-3565221	Wolfe County Schools	KY	Model Programs and Best Practices	1,083	1,083	293	78%	26%	0%	5	5	5
SGT-1396900	Greenfield Public Schools	MA	Innovative Programs	1,414	652	19,404	63%	22%	0%	5	5	5

SGT-1396900	Greenfield Public Schools	MA	Model Programs and Best Practices	1,414	652	19,404	63%	22%	0%	5	5	5
SGT-1396900	Greenfield Public Schools	MA	District Improvement	1,414	652	19,404	63%	22%	0%	5	5	5
PCW-5303075	North Adams Public Schools	MA	District Improvement	1,203	1,203	21,355	71%	30%	0%	5	5	5
MHD-2697838	Quincy Public Schools	MA	Innovative Programs	10,050	180	19,363	47%	21%	0%	4	5	5
RWX-5549797	Baltimore City Public Schools	MD	Model Programs and Best Practices	75,811	16,321	26,870	50%	15%	0%	5	5	5
FDC-4599187	Washington County Public Schools	MD	Innovative Programs	22,758	360	15,440	64%	15%	0%	5	5	5
FDC-4599187	Washington County Public Schools	MD	Model Programs and Best Practices	22,758	360	15,440	64%	15%	0%	5	5	5
FDC-4599187	Washington County Public Schools	MD	District Improvement	22,758	360	15,440	64%	15%	0%	5	5	5
HLP-4753223	Augusta Public Schools	ME	Innovative Programs	2,126	36	14,300	40%	24%	0%	5	5	5
KWP-4283664	Bangor School Department	ME	District Improvement	3,450	3,450	8,297	51%	24%	0%	5	5	5
HXZ-3532083	MSAD 61	ME	Model Programs and Best Practices	1,619	800	7,446	51%	21%	0%	5	5	5
RLR-1797999	RSU 22	ME	Innovative Programs	2,113	70	9,722	26%	31%	0%	5	5	5
HVJ-2400789	RSU 68	ME	District Improvement	1,104	257	5,811	52%	19%	0%	5	5	5
GDR-5474822	South Portland School Department	ME	District Improvement	2,828	2,828	12,862	40%	22%	0%	5	5	5
WTB-4442895	Cadillac Area Public Schools	MI	Model Programs and Best Practices	3,071	2,678	9,608	65%	15%	0%	5	3	4
RZW-1657326	Lincoln King Adams Young Academy	MI	District Improvement	1,587	900	9,608	99%	8%	0%	4	3	4
KST-5320820	Madison Carver Academy	MI	District Improvement	336	300	9,608	99%	9%	0%	4	3	4

NZX-5221005	SAU 46- Merrimack Valley	NH	Model Programs and Best Practices	2,235	2,235	18,187	24%	25%	0%	5	No data	N/A
NZX-5221005	SAU 46- Merrimack Valley	NH	District Improvement	2,235	2,235	18,187	24%	25%	0%	5	No data	N/A
QNR-2297715	Delsea Regional School District	NJ	District Improvement	1,632	1,632	22,056	31%	26%	0%	5	3	4
QNR-2297715	Delsea Regional School District	NJ	Innovative Programs	1,632	1,632	22,056	31%	26%	0%	5	3	4
QNR-2297715	Delsea Regional School District	NJ	Model Programs and Best Practices	1,632	1,632	22,056	31%	26%	0%	5	3	4
WQG-4215466	Elk Township School District	NJ	Innovative Programs	346	346	19,098	36%	40%	0%	5	3	4
WQG-4215466	Elk Township School District	NJ	Model Programs and Best Practices	346	346	19,098	36%	40%	0%	5	3	4
WQG-4215466	Elk Township School District	NJ	District Improvement	346	346	19,098	36%	40%	0%	5	3	4
ZQW-2508635	Middle Township Schools	NJ	Model Programs and Best Practices	2,700	1,000	16,316	53%	23%	0%	5	3	4
MZC-3586429	Clark County School District	NV	Innovative Programs	289,392	21,764	7,074	98%	15%	0%	5	3	4
ZVD-4837086	Brocton Central School	NY	Model Programs and Best Practices	534	150	26,667	64%	16%	0%	5	2	4
TCW-3864009	Sodus Central School District	NY	District Improvement	1,050	12,000	23,032	77%	17%	0%	3	2	3
TDL-5228626	Washington Court House City	OH	District Improvement	1,800	1,800	11,000	99%	29%	18%	4	4	4
XRL-4386991	Phoenix Talent Schools	OR	District Improvement	2,274	1,174	17,246	99%	24%	0%	5	3	4
HDZ-4257744	Chester Upland School District	PA	District Improvement	3,091	3,091	18,066	98%	38%	0%	5	5	5
VWS-1323766	Charleston County School District	SC	Model Programs and Best Practices	51,051	26,000	15,411	49%	11%	0%	5	2	4

ZFF-1996973	Bledsoe County Schools	TN	District Improvement	1,603	1,604	13,231	69%	25%	0%	2	5	4
SMD-4406074	Hamblen County Schools	TN	District Improvement	10,310	246	10,852	62%	15%	0%	5	5	5
BDD-1138634	Berkeley County Schools	WV	District Improvement	19,965	10,000	12,954	42%	18%	0%	5	5	5
BDD-1138634	Berkeley County Schools	WV	Innovative Programs	19,965	10,000	12,954	42%	18%	0%	5	5	5
BDD-1138634	Berkeley County Schools	WV	Model Programs and Best Practices	19,965	10,000	12,954	42%	18%	0%	5	5	5
MCJ-3427698	Morgan County Schools	WV	Innovative Programs	2,300	850	12,360	99%	18%	1%	4	5	5

Appendix F

Appendix F – PSDORT Awards by State

State	Total Awards	Lead Districts	Additional Partner Districts	Total Participating Districts
AK	1	1	0	1
AS	1	1	0	1
AZ	1	1	0	1
CT	1	1	0	1
DE	1	1	2	3
FL	1	1	0	1
KY	5	4	0	4
MA	5	3	5	8
MD	4	2	0	2
ME	6	6	0	6
MI	3	3	0	3
NH	2	1	0	1
NJ	7	3	0	3
NV	1	1	0	1
NY	2	2	10	12
OH	1	1	0	1
OR	1	1	0	1
PA	1	1	8	9
SC	1	1	0	1
TN	2	2	0	2
WV	4	2	0	2
Total:	51	39	25	64

Appendix G

Appendix G - PSDORT Award Application Summaries

Overview of the 51 Award Grants

The following is a comprehensive summary of the 51 applications selected to receive awards in the first phase of the Public School Districts Opioid Recovery Trust grant making process. There are 3 categories of grants:

District Improvement Grants

These 24 grants will help districts respond to systemwide challenges in their district triggered by the opioid epidemic. In applying for these grants, districts considered how they could coordinate and align their own resources with complementary resources in their wider communities in support of services for students affected by the opioid crisis.

Model Program and Best Practices Grants

These 16 grants will help districts build or adopt model programs, based on evidence, in support of students harmed by the opioid crisis, including programs and best practices in areas such as teaching approaches, curricular modifications, extended learning opportunities, mental health supports and restorative practices, forms of acceleration and enrichment, and using technology to foster student engagement and increasing learning.

Innovation Grants

These 11 grants will enhance the ability of districts to introduce new, innovative approaches to support students harmed by the opioid crisis. These approaches can be at the level of the student, the class, the school and/or the district in relation to the family and community and include all areas that affect the wellbeing of these students, such as teaching approaches, curricular modifications, extended learning opportunities, mental health supports and restorative practices, forms of acceleration and enrichment, and using technology to foster student engagement and increasing learning.

Summary of the 51 Award Grants

A. District Improvement Grants

1. Bangor School Department (ME)

Citing state data on the disruptive impact of the opioid crisis in the community, district data on the increased numbers of students needing special education services, as well as increased absenteeism, disruptive behaviors, and student suspensions, the Bangor School Department proposes a comprehensive plan, including community partners and the City of Bangor, to improve the identification of students affected by the opioid crisis, the implementation of program modifications to set them up for academic success, and the capacity of adults in the district to support students, assess student progress, and adjust interventions. Reviewers noted the proposal's comprehensive design along with the deep connections to community partnerships and aligned resources. They saw clear evidence of need and of the potential impact of the district's plan for providing direct student support and developing capacity on behalf of the target population.

2. Barren County School District (KY)

Barren County School District proposes the expansion of a successful small pilot, the Resiliency Factor Program, originally targeting seven 7-12 students and their families, to reach a larger number of families affected by the opioid crisis, in partnership with state programs, community partners, and many other local actors. Core components of the plan include comprehensive support of families through mental health services, life skills education, and community engagement. At the heart of the program is relationship building – between families and the school district, families and mental health providers, families and local agencies, and most importantly, between parents and their children. Reviewers found the positioning of district systems and processes as crucial to centering the family in the relationship between the student and the school innovative and a potential model for others.

3. Berkeley County Schools (WV)

Consistent with Berkely County Schools' two other proposals, this proposal coordinates the resources found in Berkeley County Schools with The Martinsburg Initiative to support services for students affected by opioids. The plan focuses on two interconnected components: 1) training educators to become trauma-sensitive and 2) embedding mental health professionals within schools to provide support for student well-being. The district aims to provide annual training on

introductory Adverse Childhood Experiences to 200 educators and to train 60 educators over three years in trauma-sensitive practices. Additionally, two licensed social workers will be placed in Berkeley County elementary schools to deliver mental health support to students with trauma histories and to implement evidence-based interventions for students referred for behavioral health services.

4. Bledsoe County Schools (TN)

Bledsoe County Schools' application conveys the district's need to build district-wide tiered interventions in support of students and families affected by the opioid crisis where many vital resources are missing. The plan focuses on a key building block – the hiring of two social workers to begin the work of developing the necessary systems and processes. It outlines potential timelines and steps to begin enhancing student mental health and wellbeing through interventions; providing family support and engagement; and increasing the collaboration between school staff and the community to better support students and families when dealing with substance abuse. The reviewers appreciated the amount of thought spent on understanding the challenges and figuring out where and how to start.

5. Bullitt County Public Schools (KY)

Having already forged partnerships with seven district community partners to address the severe impact of the opioid crisis in its community and schools, and with building blocks such as having licensed clinically trained social workers in place offering mental health support to many students, Bullitt County Public Schools plans a more coordinated and systemic response to what the data shows remains critical needs in its schools. The district plans to establish collaborative partnerships to create a robust support network for its affected families; develop a comprehensive framework for ongoing prevention, early identification, intervention and ongoing support; build capacity among its staff; engage with families; and improve its data-driven systems and processes to achieve better decision making.

6. Chester Upland School District (PA)

As lead district, Chester Upland School District represents a consortium partnering with the University of Pennsylvania's Project for Mental Health and Optimal Development, ConnectEd Workforce, and The Children's Hospital of Pennsylvania will utilize a community of practice (CoP) model to strengthen opioid education, assessment, and response methods for students, educators and families of Chester Upland School District and its 8 partner districts. The proposal commits to expand district needs assessments to include indicators and related factors from opioids; to review and improve district strategic plans and stakeholder outreach; to expand the Consortium for Mental Health and Optimal Development to support cross-district collaborative

learning, mental health literacy, and to increase the capacity for mental health and development projects. The partners will develop an Opioid Response Toolkit for students, educators, and communities, and publish success stories from the collaborative to act as models for the development of similar programs across additional districts. The Mental Health Consortium will support district initiatives while equipping educators in all positions and levels with a comprehensive guide to evidence-based strategies. Through the consortium, the districts will engage in collaborative sessions informed by improvement science to continue adapting the district's improved strategic plans. The reviewers praised the potential for wide reach and application in the collaboration.

7. Delsea Regional School District (NJ)

The Delsea Regional School District (DRSD), serving 1,632 students in grades 7–12 in a community hard hit by the opioid crisis and serving high numbers of students requiring special education services, proposes a plan to implement a district-wide comprehensive mental health and wellness initiatives designed to mitigate the opioid crisis's adverse effects on students. Key objectives include establishing partnerships with local mental health providers to deliver on-site counseling and trauma-informed care training for staff; launching food stability programs, such as weekend backpack initiatives and nutrition education workshops, to combat food insecurity; and increasing access to medical services through bi-annual vaccine clinics and annual wellness checks facilitated by the district. A robust evaluation plan will track mental health service utilization, food program participation, and academic and behavioral improvements. The proposal calls for long term impact through strategic partnerships, diversified funding, capacity building, and the integration of program components into district policies. Reviewers commented on the strong integration of trauma-informed care, mental health, and food/medical access services, as well as the clear-phased implementation, community collaboration, and evidence-based practices, including peer support and training, with a well-articulated timeline.

8. Dillingham City School District (AK)

Dillingham City School District, a small rural district in a region of Alaska designated as a Medically Underserved Area, proposes a two-prong plan relying on after-school programming and trauma-informed practices training for staff to create a supportive environment for students and families affected by the opioid crisis, who suffer extensive interruptions when finding treatment and support far from the district. The proposal identifies a curriculum as well as partners and frameworks, and focuses its evaluation on high school academic outcomes. One of the reviewers noted that there was a stronger case and throughline here than in any of the other proposals the reviewer had read.

9. East Haven Public Schools (CT)

This proposal improves East Haven Public Schools' capacity to offer a structured system of identification, intervention and prevention to foster resilience and academic success, as well as to provide sustainable support systems that address behavioral, academic, and familial needs. The targeted students include those born with neonatal abstinence syndrome and/or students experiencing trauma, developmental delays, or educational disruptions because of opioid related environments or exposure. The key objectives include early identification of at risk students through screening tools during preschool, and interventions to address developmental delays and learning challenges. Dedicated staff will create personalized intervention plans for identified students, as well as ensure continuity of care as students transition between early intervention programs and school-age services. The district also proposed trauma-informed professional development for teachers and administrators. Reviewers praised the specific attention to the targeted population, the attention to building capacity as well as systems, and the district partnerships to support the plan.

10. Elk Township School District (NJ)

Elk Township School District, a small district serving Pre-K through 6th grade with very high numbers of students receiving special education services, and high incidence of families experiencing family addiction, trauma and instability, proposes to implement a comprehensive mental health initiative to mitigate its reliance on special education classification. The project includes the provision of direct mental health services to students, offering trauma-informed training to all educators, and engaging families through targeted workshops. The initiative aims to reduce behavioral incidents by 20%, decrease special education referrals by 15%, and improve overall student well-being and academic engagement over the span of the grant. The plan focuses on evidence-based practices and community collaboration, and aims for a system that prioritizes prevention, early intervention, and family engagement. Reviewers commented on the clarity of the proposed outcomes and the evidence of capacity to accomplish the goals of the proposal.

11. Greenfield Public Schools (MA)

The lead district applicant, Greenfield Public Schools, and its five partnering districts, Athol-Royalston Regional School District, Frontier Regional School District, Gill-Montague Regional School District, Mohawk Trail Regional School District, and Pioneer Valley Regional School District, serve a region with disproportionate levels of substance use, limited access to mental health resources, economic hardship, and transportation barriers. These districts are addressing regional challenges with a strong roster of civic and community partners, resulting in an Opioid Task Force focused on providing addiction prevention, recovery support, and educational programming for students and families. Other partners support conflict resolution and restorative practices, as well as professional development on supporting targeted students and families. Reviewers commented on the coherence of the proposal, the evidence of long term commitment and thought, and the potential for impact and replication.

12. Hamblen County Schools (TN)

Citing the extraordinary increase in both violent incidents and the number of students served by the district's behavior specialists, and the incidence of students born with neonatal abstinence syndrome in its community, Hamblen County Schools identifies a need for district-wide structures and coherence in its processes to serve students affected by the opioid epidemic, including the introduction of therapeutic crisis interventions developed to address violent behaviors caused by the effects of the long term effects of neonatal abstinence syndrome. Reviewers commented favorably on the multi-tiered, phased approach of the plan and its targeted interventions, as well as on the focus on building capacity not just among teachers but also among all administrators. They also noted the clear goal of reducing referrals and alternative placements.

13. Lincoln King Adams Young Academy (MI)

Citing Detroit opioid use data, school-level trauma statistics, and systemic inequities, Lincoln King Adams Young Academy proposes an ambitious student-centered proposal that creatively blends trauma-informed wellness hubs, peer mentorship and after-school enrichment. Reviewers found the approach novel, with clear evidence of need and alignment to serving a critically affected population. They noted the experienced leadership and extensive partnerships, the focus on building capacity among staff, and the clarity and specificity of the proposal's outcome goals.

14. Madison Carver Academy (MI)

Madison Carver Academy, a district serving k-5 neighborhood students in Detroit, proposes implementing three interrelated programs to address the challenges presented by opioid addiction among its families and community: school embedded recovery centers, substance abuse education as part of the general curriculum, and community training hubs that rely on a committed cadre of parents and community supporters. Reviewers commented on the proposal's novel use of art therapy and animal-assisted support interventions to complement more traditional evidence-based practices, as well as its asset-based approach to community support.

15. North Adams Public Schools (MA)

North Adams Public Schools seeks funding for a combination of targeted mental health supports and supplemental counseling services, alongside implementation of school-wide health and wellness curricula, and the creation of a data dashboard to help the district monitor and evaluate programmatic goals and progress. The proposal also calls for expanding its partnership with Northern Berkshire Community Coalition. The proposal, while invested in the overall enhancement of district-wide emotional learning and health and wellness strategies, commits to

improving special education services as a key outcome of the plan. It also commits to the sustainability of the plan through local and other future funding.

16. Phoenix Talent Schools (OR)

The district proposes enhancing access to interventions, targeted mental health support, and integrated school-based health services to support students and families affected by the opioid epidemic. The initiative will implement screening, intervention and referral tools; add capacity to support training in substance use abuse; and expand its school-based health center into a full-service clinic. The district will work with partners at Portland State University to deliver professional development, and with local organizations to strengthen referral pathways for its families and students. Reviewers found the proposal a strong district evidence-based application, with particularly clear objectives tracking its implementation, and strengths in its partnerships and thought to sustainability.

17. RSU 68 (ME)

RSU 68 proposed a plan focusing on enhancing support for students in need from an early age, drawing on strong evidence of the high incidence of county children born with exposure to substance abuse. The district is in the process of transitioning responsibilities from Child Development Services in Maine, which has required increased district and school capacity among educators, but it needs people in dedicated roles to support young, affected children transitioning into schooling and their parents. Reviewers saw a clear connection between the district's impact analysis, the existing district capacity and the proposed plan.

18. Sarasota County Schools (FL)

Sarasota County Schools proposed a plan to enhance district and student support to improve coordination between schools and agency partners charged with evaluating students and making recommendations for individualized student support plans. It also aims to increase knowledge and strategies among school district staff, to accelerate comprehensive evaluation and intervention of identified students, and to increase the coordination of support for students grappling with opioid abuse between schools and district partners. A cornerstone of the plan is the creation of a team to help with capacity building and needs assessments at the school level, but especially to help integrate trauma-informed partnerships and practices and to monitor the implementation of student support. Reviewers noted the clear program design and detailed actions and roles to implement the plan, as well as the concrete goals and outcomes for each year of implementation.

19. SAU 46 – Merrimack Valley (NH)

The district, serving communities with nearly double the opioid overdose national rate and extremely high incarceration rates and percentages of students living in households with opioid-related problems, proposes enhancing the identification and response to students in need, including providing staff to help schools implement new tools and evidence-based interventions, as well as increasing skills training and expanding after school STEM and family engagement opportunities, access to services and family outreach and support. A cornerstone of its plan is data collection and evaluation to monitor progress and ensure program effectiveness. Reviewers found the multiple prongs well described, achievable and clearly tied to children born with neonatal abstinence syndrome.

20. Sodus Central School District (NY)

The Sodus Central School District, on behalf of all eleven districts in county, proposes a collaboration to strengthen data systems and practices across the county, resulting in more seamless referral to mental health providers already co-located in its schools, more coordinated early intervention and prevention supports, broader access to basic needs, and more robust evaluation. The coalition embeds in its approach in continuous improvement cycles. A new Community Schools Essential toolkit will provide a common language across partners, and foster routines leading to improvement. The proposal specifies the roles and community partnerships that will support the district partnership. The reviewers endorsed the proposal's central premise that the "central problem is forming a cohesive response to mitigate the opiate epidemic when small schools are scattered, and county infrastructure is limited." They found the proposal innovative, clearly focused on its target population, and comprehensive in its reach and the specificity of its processes.

21. South Portland School Department (ME)

The district proposes a plan to enhance capacity at the district level, and improve prevention and intervention efforts, through strong alignment of efforts and resources between the district and community organizations. The proposal includes a very strong analysis of the impact of the opioid crisis on its community, as well as evidence of many existing community collaborations to address that impact. The district will partner with SoPo Unite – All Ages All In, to integrate these collective efforts and build upon them to expand access and services, as well as increase district capacity and responsiveness. Reviewers applauded the strong collaboration, the potential for increased effectiveness, and the clarity of the goals and thought about outcomes.

22. Tempe Union High School District (AZ)

Tempe Union High School District, a district consisting of six comprehensive high schools and responding to high incidence of recent drug overdose deaths among its population, as well as indices of substance abuse among students and community, proposes programs and activities to engage and educate parents, to strengthen students' social and drug resistance skills and strategies for personal self-management, as well as partnerships to connect students with mental health care and treatment providers. Reviewers felt that the district's multiprong approach leveraged existing ongoing work and introduced new pathways to work with students and families. It found strength in the coherence and alignment among the various partners, including the City of Tempe. The proposal contained a strong evaluation plan, tracking outcomes for each of its components.

23. Washington County Public Schools (MD)

Washington County Public Schools (WCPS) proposes a plan to increase staff awareness and knowledge of mental health resources, trauma-support practices, and strategies to customize support for students affected by the opioid epidemic. It will launch a resilience training program to reduce burnout and compassion fatigue among support staff, with a focus on trauma-informed care. And it plans to host a Mental Health Expo with community partners to connect families with resources and services, fostering a culture of care and responsibility. Reviewers applauded the proposal attention to the ongoing mental health needs of students born with neonatal abstinence syndrome.

24. Washington Court House City (OH)

Washington Court House City Schools proposes a comprehensive initiative to expand its Student Services Office by establishing the Blue Lion Family Support Center, with the aim of providing essential support to students and families impacted by the opioid crisis, homelessness, and involvement with the justice system. The Center will offer a variety of services, including a support helpline managed by a case manager, parenting classes, and behavioral support through a Board Certified Behavior Analyst (BCBA). Additionally, the Center will collaborate with external counseling services and community partners to ensure that students receive behavioral support. The district will use the Ohio Improvement Process to monitor and evaluate the effectiveness of these initiatives. Reviewers predicted high impact and increased coherence in district practices and collaborations, as well as improved support for students at risk.

B. Model Programs and Best Practices

1. American Samoa Department of Education (AS)

The American Samoa Department of Education, in collaboration with many partners (Back on Track (BOT), Helping Hands American Samoa, Nature Educational Laboratory of American Samoa (NELAS), Empowering Pacific Islander Communities (EPIC), and Department of Human and Social Service (DHSS) plus the Departments of Health Centers (DOH), of Youth and Women's Affairs (DWYA) and the Pacific Policy Research Center) proposes a model program, THRIVE3 Pathways to Recovery and Resilience. It will use the funding to scale its multi-tiered system of support (MTSS) – THRIVE3 program – to better identify students in need; and strengthen the processes and structures that refer these students into available services – especially special education services and programs that support student wellbeing for those students born with neonatal abstinence syndrome symptoms who require special education supports (e.g., students with cognitive-developmental differences); students who have experienced physical and/or verbal abuse, neglect, lack of food, abandonment; and/or students who have suffered traumatic family loss and educational interruptions and have been affected by the opioid epidemic in this context. This expanded program will seek to build the capacity of school-based staff to strengthen school-based behavioral and mental health supports, and position schools as community hubs for an array of social services designed to serve students harmed by the opioid epidemic. The reviewers saw a clear theory of action in the proposal, and a thoughtful logic about leveraging partner support and evaluating outcomes throughout the span of the grant.

2. Baltimore City Public Schools (MD)

Baltimore City Public Schools proposes investing in and implementing a comprehensive, evidence-based intervention (EBI) program to support middle school students impacted by the opioid crisis, enhancing state-mandated health and drug education Tier 1 instruction by providing health teachers with an evidence-based curriculum proven to prevent opioid misuse and promote substance abuse prevention. The proposal, which leverages support in out of school time from the Mayor's Office and the City Department of Health, aims to improve teacher training, and will introduce innovative curricular modifications in a pilot program of 3-5 middle schools. The reviewers saw a strong focus on evidence and were impressed by the thinking about sustaining the program and integrating it into the larger system.

3. Berkeley County Schools (WV)

This proposal introduces a model of early intervention behavioral and mental health support for Pre-K students affected by trauma and familial substance use. The project outlines three primary goals and objectives: creating trauma-informed Pre-K classrooms by equipping 60 educators with training; providing early intervention for 150 students identified as experiencing trauma or mental health concerns; and reducing and/or anticipating the need for special education

interventions by connecting 120 children with behavioral health services. These efforts aim to transform classrooms into trauma-sensitive spaces, enhance the emotional and academic readiness of students, and prevent the later need for potentially avoidable Special Education services by addressing trauma at its root and providing critical support to Berkeley County's youngest and most vulnerable children at the start of their school life. Evaluators remarked on how comprehensively the proposal integrated thinking and evidence about teacher knowledge, the early classroom setting as the place to begin addressing the needs of young children who have experienced trauma, and interventions that look ahead to later school settings and experiences.

4. Brocton Central Schools (NY)

Brocton Central Schools proposes a model program, in partnership with Southwestern Independent Living Center, to enhance mental health services for children throughout the school year and especially through a focused summer school component, while rebuilding family structures and the relationship between families and school through joint activities led by the partner and by the district office of special education. The program introduces family-centered course offerings but also includes innovative use of technology to strengthen the connections among school, family and the child throughout the school year. The reviewers found the inclusive focus on the whole family persuasive, and the program design strong, comprehensive, and detailed. They also remarked on how the proposal addressed problems unique to the isolated, rural aspects of the district and how that isolation affected the resources available to vulnerable children in a community devastated by the opioid epidemic.

5. Bullitt County Public Schools (KY)

The district proposes a comprehensive program that includes training of teachers and staff in best practices to support student victims of trauma, focusing on special education teachers and students. The program also introduces SEL supports, medical fee assistance to students, family engagement events, and ongoing universal screenings, while leveraging existing structures, community resources and other staff. Reviewers noted how the proposed program components were grounded in the data of opioid addiction among the students. They found the proposal strong, well-thought out, with a clear framework and measurable outcomes for the target population.

6. Cadillac Area Public Schools (MI)

The Cadillac Area Public Schools proposes the SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students) program to provide critical support to students directly or indirectly harmed by the opioid crisis. A Substance Abuse and Mental Health Services Agency (SAMHSA) endorsed model program, SUCCESS uses school-based substance

prevention and early intervention approaches such as trauma-informed pedagogy, mental health services, extended learning opportunities, restorative practices and coordinated community care. The proposal showed a history of strong community and agency partnerships and attention to student health data, especially for special education students. The reviewers found the assessment of needs and the identification of the targeted students exceptional, the program elements well-developed, and they liked the potential replicability of the design in other similarly situated districts.

7. Charleston County School District (SC)

Charleston County School District proposes implementing a three-prong program that includes enhanced prevention education through implementing the “This is Not About Drugs” curriculum universally among its student population, while targeting students at risk through year round access to specialized support. It targets professional development to educators and clinical staff to address trauma in students impacted by the opioid epidemic. The district will train 10 staff members to facilitate the new curriculum, delivering targeted interventions to 95% of identified students, expanding the support capacity of its “Child Find” program by 5%-10%, and providing trauma-informed training to 80% of educators and clinical staff. Reviewers liked the clarity of the proposal, the existence of partnerships and indices of strong capacity in the details about management and staffing, and the thought to sustaining and expansion of the program.

8. Delsea Regional School District (NJ)

The Delsea Regional School District (DRSD), serving grades 7-12, proposed an MTSS framework to address the opioid crisis affecting students arriving from several elementary grade rural districts. The plan has a pilot phase focusing on one or two schools, followed by an expansion to the rest of the district. The MTSS framework will integrate universal screening, tiered interventions, instructional coaching, and professional development to ensure early identification of challenges, improve teacher capacity, and enhance student outcomes. The district commits to embedding MTSS into district policies, leveraging Medicaid reimbursements and local funding, and fostering partnerships with families and community organizations. Reviewers praised the strong integration of trauma-informed care, mental health components, and food/medical access services across the district’s multiple proposals. They found clear thinking about phased implementation and a well-articulated timeline.

9. Elk Township School District (NJ)

Elk Township School District, a small district serving Pre-K through 6th grade, with 40% of its students receiving special education or Section 504 accommodations, proposes a model program aimed at reducing special education referrals by enhancing the district’s capacity for early

identification and remediation of academic and behavioral challenges. The initiative includes hiring a full-time instructional coach and procuring high-quality screening, instruction, and assessment materials. The instructional coach will support teachers in implementing evidence-based interventions, while the materials will enable systematic identification of student needs and targeted remediation. This program will equip educators with the tools and expertise needed to address learning gaps before they escalate into special education referrals, fostering better outcomes for all students. The reviewers noted that the district submitted multiple proposals, all presenting clear, structured designs targeted at student well-being and systemic improvement. Each included specific roles, evidence-based strategies, and detailed timelines. The mental health framework, integrated data systems, and instructional coaching reflect strong design coherence across initiatives.

10. Fayette County Public Schools (KY)

Fayette County Public Schools proposed the implementation of evidenced-based Tier II and III social-emotional, mental health, and educational interventions, as well as strategies to build staff capacity, and to construct wraparound family supports for students affected by the opioid epidemic. The district identified three target alternative schools and a fourth school, all with very high percentages of special needs students and clear evidence of challenges with student drug use, and identified a process to include extensive multi-sector partners to target the students most in-need. Identified students will receive mentoring, alternatives to suspension, and small group counseling. The proposal emphasized multiple approaches to engaging partners in support of the program and the students.

11. Greenfield Public Schools (MA)

A coalition of Massachusetts rural districts, with Greenfield Public Schools, a small city district, applying as the lead district in partnership with Athol-Royalston Regional School District, Frontier Regional School District, Gill-Montague Regional School District, Mohawk Regional School District, and Pioneer Valley Regional School District (as School Partners) and Franklin Regional Council of Governments, the Opioid Task Force, Collaborative Resolution Group and Collaborative for Educational Services (as Community Partners), seeks to leverage a legacy of cross-regional partnerships to build multi-district capacity to support students affected by the intersection of substance use disorder (SUD), mental health challenges, and rural isolation. The proposal focuses on mental health supports and community wraparound services. The reviewers were impressed by the clear description of the proposed programs and the design that embedded sustainability and learning among the partners. The proposal was detailed in its thinking about school and district responsibilities and looked to sustainable funding past the life of the grant.

12. Middle Township Schools (NJ)

Coastal Prep Recovery High School, operated by Middle Township Schools in partnership with Cape Assist, seeks to expand its model program supporting high school students in recovery from substance use disorders. As New Jersey's third recovery high school, now in its 5th year, Coastal Prep has successfully helped students maintain sobriety while achieving their academic goals. The application focuses on the critical need for sustainable transportation funding, allowing the district to continue serving current students and expand outreach across a larger region including other area school districts. It also aims to enhance the existing comprehensive support services by implementing an enhanced curriculum with personalized learning plans as part of its extensive mental health and counseling focus and providing enriching experiences including field trips and career development programs. The reviewers felt that while the proposal on the surface focused on operational challenges, it communicated an exceptionally well-structured plan reflecting a trauma-informed and recovery-focused approach that included holistic student and staff support.

13. MSAD 61 (ME)

MSAD 61, a small rural district in Maine, proposes support for partnering with Responsive Classroom to provide comprehensive training to all PK-5 staff focusing on evidence-based, trauma sensitive practices. The proposal describes increased challenges in classrooms and in the wider community setting tied to children born with opioid addiction and to family struggles with addiction, and a lack of resources and teacher capacity to respond to those challenges. The proposal aims to enhance staff capacity to address social, emotional and behavioral needs related to emotional drama, equip teachers with tools to create safe learning environments, implement socioemotional learning strategies to enhance students' emotional regulation in class, and decrease classroom disruption to increase student engagement and attendance. For the reviewers, the Tier 1 approach across educators seemed a cost-effective, useful solution that could serve as a model for other similarly situated districts

14. SAU 46 – Merrimack Valley (NH)

SAU 46, a district serving communities with nearly double the opioid overdose national rate and extremely high incarceration rates and percentages of students living in households with opioid related problems, proposes a model program drawing on evidence to include mental health supports, including the expansion of counseling, suicide prevention and crisis intervention strategies. A second prong focuses on Responsive Classroom training in SEL strategies. A third expands resources to support students impacted by trauma, and implements timely identification tools and earlier interventions. The program will include home visit programs and new partnerships with local organizations for family engagement and access to mental health and social services. The reviewers found the multiple interventions achievable, the goals and timelines clear, and the tie between them and children affected by the opioid crisis and born with

neonatal abstinence syndrome very specific. They also thought the effort sustainable, given how the proposal builds on previous efforts in the district.

15. Washington County Public Schools (MD)

Washington County Public Schools, a district experiencing high rates of opioid overdose deaths and children born addicted, proposes a model program focused on early interventions. Its first prong targets delivering prenatal and postnatal family support for 25 families in year one, expanding to 75 families by 2028. The second enhances, by 2028, a program (STEP) to provide training, consultation, and follow-up technical assistance for educators in K-5 settings, aiming to increase the successful integration of students with behavioral challenges in general education classrooms by 25%. The third prong of the program targets early literacy training for early elementary staff, particularly those within STEP, with the goal of having 80% of participating educators demonstrate improved instructional strategies. Reviewers praised the strong design of the program, its focus on a particular subset of families and students, and its attention to measurement and sustainability.

16. Wolfe County Public Schools (KY)

Wolfe County Public Schools, a small, severely underfunded rural district, proposes a program targeting students in families with opioid abuse, students in special education settings, foster students, and students being raised by grandparents due to the absence of parents. The program specifies three goals: in the first year of the grant, the district will establish wellness teams in every school to identify students and families linked to addiction and in need of support. In the second year, it will introduce a drug awareness curriculum and student support systems such as counseling and family engagement services. In year three it will introduce well-being and coping strategies, as well as enriching opportunities to help individual students and families. The reviewers praised the district's reliance on cross functional teams and its collaboration with a community partner to stretch its collective impact and resources, as well as the detail and specificity of the plan.

C. Innovation Grants

1. Augusta Public Schools (ME)

Agusta Public Schools proposes the development of an alternative high school program for students in grades 10-11, through stakeholder collaboration and in partnership with the Augusta Teen Center. The program will support students at risk of dropping out, particularly those facing

mental health challenges, absenteeism, socio-economic difficulties and the impact of the opioid epidemic in the wider community and in their families. The proposal combines project-based learning, academic remediation, and emotional and health support to address the students' unique needs. The reviewers found a strong link between the district's evidence of incidence of childhood trauma in its student population, and the need for a new, experimental setting. They saw the plan's emphasis on small class size, trauma-informed care, community partnerships and phased implementation as arguments in its favor.

2. Berkeley County Schools (WV)

Berkeley County Schools proposes implementing Move This World (MTW), an innovative and evidence-based social-emotional learning (SEL) program. Specifically designed to support students impacted by trauma and the opioid epidemic, MTW equips students with the tools to manage emotions, develop coping strategies, and build resilience. The program integrates seamlessly with existing trauma-informed strategies led by district partner The Martinburg Initiative (TMI), creating a unified approach to fostering emotional well-being and academic success. Key features of MTW include targeted support for trauma-impacted students, flexible implementation in classrooms through group and individual advisory periods, counseling, and responsive teaching. The reviewers praised the tie between the district's evidence of trauma among its students and the components of the program.

3. Clark County School District (NV)

The "Be Smart, Be Strong, Be Safe with Rocket Rules" project introduces innovative drug education in third grade in the Clark County School District, where basic drug education is delivered by police officers in older grades. The district will introduce the age appropriate Rocket Rules curriculum in 225 third grade classrooms and conduct 450 ROCKETLive! virtual interactive presentations in the participating third grade classrooms, as well as host at least 25 booths at community and school events per year and disseminating up to four customized online drug education videos to families during the span of the grant. Reviewers thought the program innovative in reaching younger students, potentially very high reach and replicable, and approved its focus on prevention and extensive outreach to families.

4. Delsea Regional School District (NJ)

The Delsea Regional School District (DRSD), a regional 7–12 district serving students from surrounding elementary districts, proposes a robust, secure data-sharing framework to improve early identification and support for at-risk students. A Community Wellness Manager will coordinate cross-district services, oversee and help develop universal screening tools, and ensure a seamless transition of support for students moving from two sending districts to Delsea Regional School District. The project will also support professional development for staff,

focusing on trauma-informed practices, data driven intervention strategies and stakeholder engagement. The funding will support personnel, data system development and learning about impact. The reviewers noted with approval the connections among the multiple Delsea proposals and the attention to the regional, cross district effects of the opioid crisis and the potential responses.

5. Elk Township School District (NJ)

Elk Township School District, a small district with a large percentage of students in special education settings and significant contextual impact of opioid harm, proposes an initiative to bridge gaps between school and community. The project features two cornerstone roles: a Community Wellness Coordinator to connect families with food, medical, and mental health resources, and a District Data Manager to integrate and analyze data from academic and social-emotional assessments, with the goal of rapidly identifying students in need and ensuring timely access to resources. The program will link data-driven insights with community-focused outreach. Reviewers praised the coherence of the proposal, its focus on data, and the connections among the multiple Elk Township proposals.

6. Greenfield Public Schools (MA)

A coalition of Massachusetts rural districts, with Greenfield Public Schools, a small city district, applying as the lead district in partnership with Athol-Royalston Regional School District, Frontier Regional School District, Gill-Montague Regional School District, Mohawk Regional School District, and Pioneer Valley Regional School District (as School Partners) and Franklin Regional Council of Governments, the Opioid Task Force, Collaborative Resolution Group and Collaborative for Educational Services (as Community Partners), seeks to leverage a legacy of cross-regional partnerships to build multi-district capacity to support students affected by the intersection of substance use disorder (SUD), mental health challenges, and rural isolation. The innovative practices component of this plan focuses on three core goals: 1) Restorative Practices Implementation (outcomes: six districts will build the infrastructure to support fostering inclusive community and reducing exclusionary discipline); 2) Increasing Mental Health and Support Services (outcomes: six districts will increase access to mental health services and evidence-based prevention programs); and 3) Strengthening Community Partnerships (outcomes: six districts will maximize existing and new partnerships to improve current programs and services, implement new wraparound programs and services, and increase youth services providers in the building). The reviewers remarked on the comprehensive nature of the collaboration and its components, and the innovative thinking about stakeholder and student engagement.

7. Morgan County Schools (WV)

Morgan County Schools proposes an innovative project to address the challenges posed by the opioid crisis in its rural Appalachian community. Serving approximately 2,300 students across five schools, MCS faces rising rates of behavioral disruptions, emotional dysregulation, and academic underperformance linked to trauma and family and community instability. The RISE project focuses on two feeding pattern schools, one PK-2 and the other 3-5, where therapeutic practices are needed. The project integrates trauma-informed practices, restorative approaches, and social-emotional learning (SEL) into the fabric of both schools to create a seamless continuum of care as students transition from early childhood to intermediate education. The district will establish a mental health hub linked to the schools through a collaboration with the Morgan County Partnership and other stakeholders. Reviewers praised the coherence and comprehensiveness of the project, and the focus on the potential impact of student transitions on vulnerable students with unstable family lives.

8. Quincy Public Schools (MA)

Quincy Public Schools proposed a project to embed two full-time clinicians from community partners (Aspire Health Alliance and Bay State Community Services), in three district social-emotional and special education programs supporting students from grades 6 through 12 who have experienced trauma, loss, mental health challenges, and/or are engaging in or at risk of substance abuse as a result of adverse childhood experience, community trauma, and parental addiction. The clinicians will provide intensive, school-based and home-based interventions to the identified students, including individualized and group therapies, substance use prevention and intervention, and family counseling. They will also work closely with school counselors, health educators, school and student support staff and partners to create a comprehensive support network. Reviewers praised the proposal's clarity about the target population, and the needed resources. They also praised the clear and focused design and potential for discovering new methods of support and coordination.

9. Red Clay Consolidated School District (DE)

The district, a past innovator in bringing together partners and using data, proposes an expansion of that data across all grade levels and the implementation of wider support systems for students across the county through Project: The Opioid Effects Mental Health and Optimal Development Consortium. Through this project, the University of Pennsylvania's Project for Mental Health and Optimal Development (PMHOD), ConnectEd Workforce, and The Children's Hospital of Pennsylvania will work with the district and two district partners to utilize a community of practice (CoP) model to strengthen opioid education, assessment, and response methods for students, educators and families of Red Clay Consolidated School District and its partners. The consortium aims to expand district needs assessments to include indicators and related factors from opioids, review and improve district strategic plans and stakeholder outreach, expand the Consortium for Mental Health and Optimal Development to support cross-district collaborative

learning and mental health literacy, and increase the capacity for mental health and development projects. It will also develop an Opioid Response Toolkit for students, educators, and communities, and publish success stories from the collaborative to act as models for the development of similar programs across additional districts. The Mental Health Consortium, charged with the development of an Opioid Response Toolkit, will support district initiatives while equipping educators in all positions and levels with a comprehensive guide to evidence-based strategies. Reviewers praised the potential in the collaboration, and the possible use of tools and lessons learned in other districts.

10. RSU 22 (ME)

Regional School Unit 22 (RSU 22), a small sized district in terms of enrollment serving various communities across an enormous area in rural Maine, challenged by its families' rural isolation, the socioeconomic disparities among its communities, and the absence of resources to support disaffected students and families, proposes a grant-funded new role, a mobile Education Outreach Coordinator (EOC). The EOC will serve as link between home and school primarily in two schools serving students across a vast geographic area, increasing access to services and engagement for affected parents and students by fostering community partnerships, while providing specialized training on opioid impact to all special education staff and 75% of general education staff. The reviewers praised the thorough needs assessment and how the proposal tied the intervention to unique district challenges.

11. Washington County Public Schools (MD)

Washington County Public Schools (WCPS) proposes a therapeutic lab school to address the urgent developmental, behavioral, and academic needs of students impacted by the opioid crisis. This program will integrate educational, therapeutic, and medical services in a single facility. This would include providing targeted interventions for substance-exposed newborns (SEBs), preschool-aged children, and elementary students who need a combined educational and medical approach to access their education. Among the project's key features is the hiring of a School Coordinator to lead program development and operations, implementing early intervention and family support services, and establishing a seamless transition system for students returning to general education classrooms. The school will provide developmental screenings, individualized therapy plans, and case management for at least 50 students while equipping families with trauma-informed strategies through training and support resources. Reviewers noted the potential integration between this proposal and the district's model program proposal, and the clear design, focus and potential for impact.

Conclusion

These award applications represent the best efforts of many districts striving to serve students, families and communities facing grave challenges. They all offered data-driven evidence, compelling narratives, resourcefulness and a commitment to impact, making an impression on our reviewers.

We are grateful for the determination and collaborative spirit of the many districts and individuals who responded to our request for proposals. We hope that in helping bring these proposals to life we not only contribute to the wellbeing of these specific communities but also glean lessons and potential solutions from their efforts that will help many others.

Appendix H

Public Schools Opioid Recovery Trust Grant Agreement

This Grant Agreement (“Agreement”) is entered into as of _____, between the Public Schools Opioid Recovery Trust (“Trust”) and _____ (“Grantee”).

The Trust provides grants to help support public school districts recover from the opioid epidemic and develop responses to enhance educating students harmed by the opioid epidemic. By students harmed by the opioid epidemic we primarily mean students born with neonatal opioid withdrawal symptoms, many of whom require special education supports, but we also include students who have suffered traumatic family loss and educational interruptions because of the opioid epidemic. These terms and conditions outline the requirements, responsibilities, and obligations of the grant recipient (hereinafter referred to as the “Grantee”).

1. Grant Amount and Disbursement

The Grantee, a public school district within the United States, upon execution and delivery of this Agreement to the Trust, shall receive a grant in the amount of _____ in the form of three yearly ACH installments, to be implemented during a three-year period. The Grantee shall notify the Trust immediately of any change in the Grantee’s status, personnel, or funding that may impair the ability of the Grantee to fulfill its obligations under this Agreement.

2. Responsibility of the Grantee as Project Lead District

The Grantee shall be responsible, as Project Lead District, for communicating the appropriate terms and conditions of the grant to any partners or district partner consortia members on the project. The Lead District must also carry out all the responsibilities of a pass-through entity, including, but not limited to, management and oversight of any partnering entity or consortia, as well as ensuring the appropriate record keeping, accounting and reporting under the terms of this contract.

3. Use and Expenditure of Grant Funds

The Grantee accepts responsibility for complying with this Agreement’s terms and conditions and will exercise control over the grant and the expenditure of grant funds. The funds provided may be spent only in accordance with the provisions of the Grantee’s funding proposal submitted to the Trust and the budget request included as part of the application and evaluation process that resulted in the award. The funds can neither supplant funding for legally mandated services, nor substitute for existing services. Funds from these grants must extend or expand existing services or introduce new services to students harmed by the opioid epidemic. Any changes to the project scope or budget, and in the purposes or use for which grant funds are spent, must be approved in advance and in writing by the Trust before implementation.

The Grantee shall not use any portion of the funds granted herein, or any income therefrom to influence in any nation or other political unit the outcome of any election for or against any candidate for public office, or to violate any U.S. law.

4. Reports to the Trust

The Grantee is responsible for the timely implementation of the project.

Starting with the Grantee's first fiscal year in which any portion of the grant funds is received and continuing until the grant funds are expended in full or the grant is otherwise terminated, the Grantee shall submit an Interim Report on the six-month anniversary of this Agreement and each six months thereafter until completion of the work in the grant. This report will include:

- a description of program activities that have taken place to date,
- a description of the progress that the Grantee has made toward achieving the purposes for which this grant was made,
- a detailed report on all expenditures made from the grant funds (including salaries, travel, and supplies) to date; and
- ongoing thoughtful analysis of challenges, opportunities and lessons learned during implementation of the grant.

Each such report shall be signed by an authorized officer, director, or trustee of the Grantee. The Grantee shall participate in a 30-minute follow up discussion of the Interim Report with the Trust at the end of each reporting period.

The Grantee also agrees to submit a Final Report within 60 days of completion of the work conducted under the grant. This report will include each of the components outlined for the Interim Report, but in addition contain:

- a discussion of the degree to which project objectives were achieved or fell short, and why,
- a description of any unanticipated effects of the project,
- a description of events that have had a significant effect on the project, and
- a final full financial accounting of the expenditure of the grant.

5. Recordkeeping, Accounting and Financial Reporting

So long as any portion of the grant funds remain unexpended, the Grantee shall continuously maintain the funds or assets granted hereunder in one or more separate funds or accounts on its books. No other funds shall be commingled in that account or accounts. Expenditures made in furtherance of the purposes of the grant may be charged against such account(s) and shall appear on those books. The Grantee shall keep records and receipts to substantiate such expenditures and shall make such books and records available to the Trust at reasonable times, as requested by the Trust. The Grantee shall keep copies of all books and records and all reports to the Trust for at least two years after completion of the use of the grant funds.

The Grantee shall make a quarterly financial report to the Trust, detailing all expenditure and remaining funds.

The Trust will have the authority to conduct an audit of the Grantee's books and records, and the Grantee shall cooperate fully with any such audit authorized or conducted by the Trust.

6. Evaluation, Monitoring and Sharing of Best Practices

The Grantee must cooperate with any evaluation activities conducted by the Trust or its designated evaluators. The Trust, moreover, reserves the right to request site visits to be carried out with reasonable notice. During an onsite visit, the Grantee will make available the individuals and partners most knowledgeable about the project and any information or documentation about the project required by the Trust.

During the period of the grant, the Grantee agrees to participate in two yearly virtual convenings hosted by the Trust to bring together Grantees with shared questions and objectives.

7. Sharing of Information, Publicity and Acknowledgement

The Grantee shall inform the Trust of any Freedom of Information Act requests in matters related to the Trust and provide the Trust with the Grantee's response to such requests.

The Grantee must acknowledge the Trust's support in all project-related publications, presentations and materials. The Trust reserves the right to use the Grantee's name, project title and description in its own publicity materials. The Grantee must seek approval from the Trust before issuing any press release related to the grant.

8. Intellectual Property

Any intellectual property resulting from the grant-funded project remains the property of the Grantee. The Trust retains a non-exclusive, royalty-free license to use, reproduce, and distribute any materials produced with grant funds for educational and promotional purposes.

9. Compliance with Laws and Governing Law

The Grantee must comply with all applicable federal, state, and local laws and regulations, and is responsible for obtaining all necessary permits, approvals, and consents required for the project.

This Agreement shall be construed in accordance with, and governed by, the laws of Washington, District of Columbia.

7. Termination and Reversion of Grant Funds

If progress is not adequate, the Trust staff will work with the Grantee to establish revised milestones. Failure to meet milestones and respond to the Trust requirements may result in the discontinuation of or a reduction in funding.

The Trust reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if the Trust, in its sole judgment, finds that:

- The Grantee has failed to make substantial progress in the completion of the project; or
- The Grantee has failed to comply with the terms and conditions of this Agreement; or
- Such a cancellation is necessary to comply with the requirements of law.

In the event of termination or cancellation, the Grantee must return all unspent funds within 30 days.

The Grantee will return to the Trust any unexpended funds at the close of the grant period

8. Indemnification

The Grantee agrees to defend and hold harmless the Trust and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.

10. Entire Agreement, Amendments and Waivers.

This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof.

The Trust may amend this Agreement at any time. The Grantee will be notified of any changes in writing. Continued acceptance of grant funds constitutes agreement to any amended terms and conditions.

11. Counterparts

This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by both parties, even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document.

If this Agreement accurately sets forth the Grantee's understanding of the terms of this grant, please have the enclosed copy of this Agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to the Trust within two weeks of receipt of this Agreement.

Representative of the Grantee

On behalf of the Grantee, I understand and agree to the foregoing terms and conditions of the Public School Districts Opioid Recovery Trust grant program and hereby certify my authority to execute this Agreement on the Grantee's behalf.

By: _____

Name: _____

Title: _____

Date: _____

Representative of the Trust

By: _____

Name: _____

Title: _____

Date: _____

Please return signed contract to:

Andres A. Alonso
Special Trustee
Public School Districts Opioid Recovery Trust
info@schooldistrictopioidrecoverygrants.com

EXHIBIT C

FOR IMMEDIATE RELEASE

September 16, 2025

MEDIA CONTACT:

santi@newheightscommunications.com

Nearly 40 School Districts Awarded \$24 Million to Confront Opioid Crisis Head-On

WASHINGTON, D.C. — Today, the [Public School Districts' Opioid Recovery Trust](#) (PSDORT), announced more than \$24 million in grants to 39 school districts nationwide. The awards—totaling 51 grants of up to \$500,000 each—will fund programs to help schools address the devastating impact of the opioid crisis on students and their families.

Public schools are on the front lines of the crisis, **facing three overlapping challenges**: children born with Neonatal Opioid Withdrawal Syndrome who require costly special education services; students coping with addicted or deceased family members; and students themselves struggling with addiction. The new funding will help districts expand special education, mental health, and recovery supports so students can stay in school and on track.

PSDORT was created following national opioid litigation [resolutions](#) between school districts represented by [Mehri & Skalet](#) and co-counsel and defendants including McKinsey & Company, Endo International PLC, and Mallinckrodt PLC. By investing directly in schools, the Trust ensures that resources are directed where they are most urgently needed—protecting students' futures as well as responding to the immediate crisis.

Voices from the Field:

Dr. Andres Alonso, Special Trustee of [PSDORT](#):

- *"The opioid crisis has devastated school systems in many communities. More children were born with Neonatal Withdrawal Syndrome, many students lost parents to addiction, and others struggled with substance use themselves. The volume, quality, and creativity of the applications we received reflect a powerful commitment to helping these students. The 51 projects we selected represent a diverse portfolio of promising initiatives. We are confident these investments will generate both tangible benefits for students and valuable insights for similarly affected school systems nationwide."*

Karl Kristoff, Committee of District Representatives, longtime counsel for Upstate New York school districts:

- *"Having observed firsthand the process by which the candidates were selected for grant awards, I was most impressed by the rigor with which the award criteria were applied by the multiple reviewers of each grant application. Not only did this provide for a fair process, it also resulted in grants aimed at addressing the impact of the opioid crisis in school districts of widely varying demographics from large and small, rural and urban."*

Joshua Sharfstein, Distinguished Professor of Practice, Johns Hopkins Bloomberg School of Public Health:

- *"School systems are an important part of the solution to the nation's addiction and overdose crisis. Combining data with local insight to build programs that work for families in their own communities is exactly the right approach."*

Dr. Kristen Gingery, Executive Director, Morgan County Partnership, West Virginia:

- *"This grant represents a powerful investment in the future of Morgan County's children and families. As a long-standing community partner, Morgan County Partnership is honored to collaborate with Morgan County Schools in expanding school-based service delivery. The ability to embed trauma-informed interventions and behavioral health supports within the school setting is a transformative step for students who have been deeply affected by the opioid crisis. This grant not only strengthens the school system's capacity to respond to trauma, but it also brings the broader service provider community together to ensure that every child has the opportunity to grow, learn, and thrive in a safe and supportive environment. For our families and children, this isn't just funding, it's hope, healing, and the foundation for a better future."*

Dr. Jesse Bacon, Superintendent, Bullitt County Public Schools, Kentucky:

- *"Bullitt County Public Schools is deeply honored to announce the forthcoming allocation of funds from the Public School Districts' Opioid Recovery Trust. This critical financial support will provide key therapeutic and restorative resources to empower the next generation. This is truly a transformative moment for our students and BCPS community."*

About the Selection Process:

PSDORT received more than 200 applications from school districts across 34 states and American Samoa. A distinguished panel of national experts evaluated proposals in a competitive selection process that concluded June 15, 2025. Dr. Alonso consulted with the Committee of District Representatives in the selection of the winning proposals.

The selected projects represent a wide range of initiatives addressing urgent educational needs, including academic interventions, social-emotional learning, and strategies to close opportunity gaps.

Co-lead counsel in the underlying opioid litigation include [Mehri & Skalet](#), [Henrichsen Law Group](#), [Terrell Hogan & Yegelwel](#), and [Bailey Glasser](#).

###

EXHIBIT D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE: MCKINSEY & CO., INC.
NATIONAL PRESCRIPTION OPIATE
CONSULTANT LITIGATION

Case No. 21-md-02996-CRB (SK)

CLASS ACTION

This Document Relates to:

ALL SCHOOL DISTRICT ACTIONS

**~~AMENDED [PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF CLASS
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS AND
INCENTIVE AWARDS**

Before the Court is School Districts' Unopposed Motion for Final Approval of Class Action Settlement and Award of Attorneys' Fees and Costs ("Motion"). The background, procedural history, and Settlement terms were summarized in the Court's Order Granting Preliminary Approval of Class Settlement and Direction of Notice Under Rule 23(e), familiarity with which is presumed. *See* ECF No. 621 ("Preliminary Approval Order"). In brief, the Settlement provides \$23 million to compensate a national class of Public School Districts with net proceeds of the funds earmarked for opioid remediation through the use of a grant-making trust.

Following the Court's Preliminary Approval Order, Class Counsel has sent notice to the Class via a Court-approved notice program, and the Class has had an opportunity to respond. The

1 Court has considered the Parties' briefs and accompanying submissions, the reactions of Class
2 Members, and presentations at the Final Approval Hearing on these matters, and the Court hereby
3 **GRANTS** the Motion.

4 **I. CLASS CERTIFICATION AND SETTLEMENT APPROVAL**

5 School District Plaintiffs propose a Settlement Class of all elementary, middle, and
6 secondary public school districts in the United States, except those in Indiana, American Samoa,
7 the Commonwealth of Guam, the Commonwealth of the Northern Mariana Islands, and the U.S.
8 Virgin Islands. See ECF No. 621 ¶ 3. The Court certifies this Settlement Class for settlement
9 purposes only.

10 When presented with a motion for final approval of a class action settlement, a court first
11 evaluates whether certification of a settlement class is appropriate under Federal Rule of Civil
12 Procedure 23(a) and (b). Rule 23(a) provides that a class action is proper if four requirements are
13 met: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. See Fed.
14 R. Civ. P. 23(a)(1)-(4). In addition, certification of a Rule 23(b)(3) settlement class requires that
15 (1) "the questions of law or fact common to class members predominate over any questions
16 affecting only individual members," and that (2) "a class action [be] superior to any other
17 available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P.
18 23(b)(3).

19 The Court concluded that the Class and its representatives were likely to satisfy these
20 requirements in its Preliminary Approval Order and finds no reason to disturb its earlier
21 conclusions. See ECF No. 621 ¶ 7. The requirements of Rules 23(a) and (b) were satisfied then
22 and remain so now. As such, the Court concludes that certification of the Settlement Class is
23 appropriate.

24 Assuming a proposed settlement satisfies Rules 23(a) and (b), the Court must then
25 determine whether it is fundamentally "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2);
26 ECF No. 621 ¶ 7; see also *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556-67 (9th Cir.
27 2019); *In re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prod. Liab. Litig.*, No. 15-md-
28 02672-CRB (JSC), ECF No. 6764 (N.D. Cal. Oct. 4, 2019) (Am. Order Granting Preliminary

1 Approval of Class Settlement & Direction of Notice Under Rule 23(e) (Audi CO₂ Cases)). In
2 preliminarily approving the Settlement, the Court applied these standards and concluded that this
3 Settlement appeared to be “fair, reasonable, and adequate.” ECF No. 621 ¶ 1.

4 Those conclusions stand and are bolstered by the Class’s favorable reaction to the
5 Settlement. Indeed, as of the filing of School District plaintiffs’ Reply Memorandum (ECF No.
6 652), no Class members have objected to any aspect of the Settlement or the request for
7 attorneys’ fees and costs, or incentive awards, and 40 Class members have submitted valid opt-
8 out requests. This factor further supports final approval. *See, e.g., Churchill Vill., L.L.C. v. Gen.*
9 *Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (affirming district court’s approval of settlement where
10 “only 45 of the approximately 90,000 notified class members objected to the settlement,” and 500
11 class members opted out); *Van Lith v. iHeartMedia + Ent., Inc.*, No. 1:16-CV-00066-SKO, 2017
12 WL 4340337, at *14 (E.D. Cal. Sept. 29, 2017) (“Indeed, ‘[i]t is established that the absence of a
13 large number of objections to a proposed class action settlement raises a strong presumption that
14 the terms of a proposed class action settlement are favorable to the class members.’” (quoting
15 *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004))); *Cruz*
16 *v. Sky Chefs, Inc.*, No. 12-cv-02705-DMR, 2014 WL 7247065, at *5 (N.D. Cal. Dec. 19, 2014)
17 (“A court may appropriately infer that a class action settlement is fair, adequate, and reasonable
18 when few class members object to it.” (citing *Churchill Vill.*, 361 F.3d at 577)).

19 The Court finds that the notice provided to the Settlement Class pursuant to the Settlement
20 Agreement (ECF No. 599-2) and the Preliminary Approval Order fully complied with Due
21 Process and Rule 23, and was reasonably calculated under the circumstances to apprise the
22 Settlement Class of the pendency of the Action, their right to object to or to exclude themselves
23 from the Settlement Agreement, and their right to appear at the Final Approval Hearing. The
24 notice program included (i) direct notice via regular mail for Class Members; (ii) published notice
25 in two publications widely read by school district leaders, *Education Week* and *School*
26 *Administrator*; (iii) an informative letter to the top education official in each state (other than
27 Indiana); (iv) a toll-free hotline; (v) a dedicated mailing address and contact information for
28 Interim Settlement Class Counsel; and (vi) a Settlement Website.

Pursuant to Federal Rule of Civil Procedure 23, the Court fully and finally approves the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement; the creation and use of the Public School District Opioid-Recovery Trust, and the appointment of Dr. Andrés Alonso as the Special Trustee, as the mechanism for distributing settlement money to Class Members who apply for funding and are selected by the Special Trustee; the scope of the releases; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class. The Court further finds that the Settlement is the result of arm's-length negotiations between experienced and informed counsel representing the parties' interests. Accordingly, the Settlement Agreement and the Settlement embodied therein are hereby finally approved in all respects. The Parties are directed to perform its terms.

The terms of the Settlement Agreement and of this Order and Judgment shall be forever binding on Defendants, Plaintiffs, and all other Class Members (except any Class Member who timely and validly requests exclusion from the Class), as well as their respective successors and assigns.

The releases set forth in section III of the Settlement Agreement, together with the definitions contained in section I relating thereto, are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, upon the Effective Date of the settlement, Plaintiffs and each of the other Class Members (except any Class Member who timely and validly requests exclusion from the Class), on behalf of themselves, and each of their respective executors, administrators, predecessors, successors, assigns, parents, subsidiaries, affiliates, officers, directors, agents, fiduciaries, beneficiaries or legal representatives, in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Claim (including Unknown Claims) against any of the Released Persons, and shall forever be barred and enjoined from commencing, instituting,

1 prosecuting, or continuing to prosecute any or all of the Released Claims against any of the
2 Released Persons.

3 (b) Without further action by anyone, upon the Effective Date of the
4 settlement, each of the Released Persons shall be deemed to have, and by operation of this
5 Judgment shall have, fully, finally and forever released, relinquished, and discharged Plaintiffs,
6 Class Members (except any Class Member who timely and validly requests exclusion from the
7 Class), and Lead Counsel from all claims and causes of action of every nature and description
8 (including Unknown Claims) arising out of, relating to, or in connection with, the institution,
9 prosecution, assertion, settlement, or resolution of the Litigation, except claims to enforce the
10 Settlement and the terms of the Settlement Agreement and claims or defenses arising from claims
11 by any Class Member concerning a deficiency in the administration of the Settlement.

12 Notwithstanding the paragraph above, nothing in this Judgment shall bar any action by
13 any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this
14 Judgment.

15 **II. THE REQUESTED ATTORNEYS' FEES, REIMBURSEMENT OF COSTS,**
16 **AND AWARD OF INCENTIVE AWARDS**

17 Class Counsel request an award of \$2.3 million in attorneys' fees and costs of \$176,002
18 for work undertaken in prosecuting the claims resolved by the Settlement as well as incentive
19 awards of \$10,000 for each of the 14 class representative school districts. These amounts are to be
20 paid from the Settlement Fund before transfer of the remainder to the Special Public School
21 District Opioid-Recovery Trust.

22 Federal Rule of Civil Procedures 23(h) provides that, "[i]n a certified class action, the
23 court may award reasonable attorneys' fees and nontaxable costs that are authorized by law or by
24 the parties' agreement." Fed. R. Civ. P. 23(h). "Attorneys' fees provisions included in proposed
25 class action settlement agreements are, like every other aspect of such agreements, subject to the
26 determination whether the settlement is fundamentally fair, adequate and reasonable." *Staton v.*
27 *Boeing Co.*, 327 F.3d 938, 964 (9th Cir. 2003) (internal quotation marks and citation omitted).
28 Thus, "courts have an independent obligation to ensure that the award, like the settlement itself, is

1 reasonable, even if the parties have already agreed to an amount.” *In re Bluetooth Headset Prods.*
2 *Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011).

3 When, as here, a settlement establishes a calculable monetary benefit for a class, a court
4 has discretion to award attorneys’ fees based on a percentage of the monetary benefit obtained or
5 by using the lodestar method. *See In re Volkswagen*, 2017 WL 1047834, at *1 (N.D. Cal. Mar. 17,
6 2017); *see also Staton*, 327 F.3d at 967. The \$23 million available to the class is non-
7 reversionary, eliminating any incentive to discourage Class Members’ participation in the
8 Settlement and ensuring that the full value is put towards the interests of the Class in this
9 litigation. Class Counsel’s requested fee represents 10% of the total settlement value. This is well
10 below the Ninth Circuit’s “‘benchmark’ fee award” of 25% and is also consistent with the
11 national MDL 2804 settlements. *In re Google LLC St. View Elec. Commc’ns Litig.*, 611 F. Supp.
12 3d 872, 887 (N.D. Cal. 2020), *aff’d sub nom.*, *In re Google Inc. St. View Elec. Commc’ns Litig.*,
13 21 F.4th 1102 (9th Cir. 2021); *see also In re Nat’l Collegiate Athletic Ass’n Athletic Grant-in-Aid*
14 *Cap Antitrust Litig.*, No. 4:14-md-2541-CW, 2017 WL 6040065, at *2 (N.D. Cal. Dec. 6, 2017),
15 *aff’d*, 768 F. App’x 651 (9th Cir. 2019) (noting that, “in most common fund cases, the “[fee]
16 award exceeds the [25%] benchmark,” and “[f]ar lesser results (with 20% recovery of damages or
17 less) have justified upward departures from the 25% benchmark” (citations omitted)).

18 A lodestar cross-check also confirms the reasonableness of the award sought. Both the
19 hours worked and the rates billed are customary and reasonable. The total lodestar yields a
20 multiplier of 2.73 for work done through October 2023. As explained in School District plaintiffs’
21 Reply (ECF No. 652) at 4, additional hours have since reduced the lodestar multiplier to
22 approximately 2.42. This multiplier is within the range of reason and supported by the facts of
23 this case. In addition, class counsel in this case were the first group in the country to identify the
24 claims that schools have against opioid industry defendants and to recognize, marshal, and
25 develop evidence to prove the causal connection between neonatal opioid exposure and
26 neonatally exposed children’s disproportionate likelihood of requiring special education services,
27 which roughly double the cost of their education. These were issues and evidence apparently
28

1 overlooked by the AGs and also by school districts themselves. Without their pioneering work,
2 these claims would very likely still be unrecognized or latent.

3 In sum, both the percentage of the fund and the lodestar multiplier are reasonable in light
4 of the substantial benefits obtained for the Class, the risks and complexities of this litigation, and
5 the quality of counsel's work. Moreover, as noted above, no Class Member has objected to the
6 requested fees and costs. Class Counsel's request for \$2.3 million in attorneys' fees plus
7 reimbursement of \$176,002 in expenses is hereby **GRANTED**.

8 The Court has discretion to award reasonable incentive awards for Settlement Class
9 Representatives. The request of \$10,000 per Settlement Class Representative for a total of
10 \$140,000 amounts to six tenths of one percent of the total settlement fund. The 14 Settlement
11 Class Representatives undertook a novel and pioneering case under difficult circumstances, and
12 their awards are justified.

13 **III. CONCLUSION**

14 Accordingly, the Court hereby orders, adjudges, finds, and decrees as follows:

15 1. The Court certifies a Settlement Class of all elementary, middle, and secondary
16 public school districts in the United States, except those in Indiana, American Samoa, the
17 Commonwealth of Guam, the Commonwealth of the Northern Mariana Islands, and the U.S.
18 Virgin Islands.

19 2. The Court **DISMISSES** the Action and all claims contained therein, as well as all
20 of the Released Claims, with prejudice as to the Parties, including the Class. The Parties are to
21 bear their own costs, except as otherwise provided in the Settlement Agreement

22 3. Only those persons who timely submit valid requests to opt out of the Settlement
23 Class are not bound by this Order and are not entitled to any recovery from the Settlement.

24 4. The Court **CONFIRMS** the use of the Public School Districts' Opioid Recovery
25 Trust administered by Trustees Dr. Andrés Alonso and Truist Bank.

26 5. The Court **CONFIRMS** the appointment of Interim Settlement Class Counsel as
27 Settlement Class Counsel.
28

6. The Court **CONFIRMS** the appointment of Settlement Class Representatives listed as Lead Plaintiffs in the Amended Master Complaint (School Districts).

7. The Court **CONFIRMS** the appointment of Epiq as Notice Administrator.

8. The Court **GRANTS** Class Counsel's request for attorneys' fees and costs, and **AWARDS** Class Counsel \$2.3 million in attorneys' fees and costs of \$176,002 to be allocated by Settlement Class Counsel to school district counsel involved in this matter. Further, the Court **GRANTS** Class Counsel's request to award service awards of \$10,000 for each of the 14 Settlement Class Representatives.

9. The Court hereby discharges and releases the Released Claims as to the Released Parties, as those terms are used and defined in the Settlement Agreement.

10. The Court hereby discharges and releases the Released Claims as to the Released Parties, as those terms are used and defined in the Settlement Agreement.

11. The Court hereby permanently bars and enjoins the institution and prosecution by Class Plaintiffs and any Class Member of any other action against the Released Parties in any court or other forum asserting any of the Released Claims, as those terms are used and defined in the Settlement Agreement.

12. The Court further reserves and retains exclusive and continuing jurisdiction over the Settlement concerning the administration and enforcement of the Settlement Agreement and to effectuate its terms.

IT IS SO ORDERED.

DATED: February 2, 2024


THE HONORABLE CHARLES R. BREYER
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

**PURDUE PHARMA L.P., et al.,

Debtors.¹**

Chapter 11

Case No. 19-23649 (SHL)

(Jointly Administered)

**NOTICE OF FILING OF PLAN SUPPLEMENT PURSUANT TO THE
THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE that on March 18, 2025, the Debtors filed the *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 7306] (the “**Thirteenth Amended Plan**”) and the *Disclosure Statement for Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its*

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Purdue Products L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

Affiliated Debtors [D.I. 7307] (the “**Disclosure Statement for Thirteenth Amended Plan**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

PLEASE TAKE FURTHER NOTICE that on May 16, 2025, the Debtors filed an updated *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 7445] (the “**May 16 Thirteenth Amended Plan**”) and an updated *Disclosure Statement for Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 7446] (the “**Disclosure Statement for May 16 Thirteenth Amended Plan**”).

PLEASE TAKE FURTHER NOTICE that on June 5, 2025, the Debtors filed a further updated *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 7508] (the “**June 5 Updated Thirteenth Amended Plan**” and, together with the May 16 Thirteenth Amended Plan and Thirteenth Amended Plan, the “**Plan**”) and a further updated *Disclosure Statement for Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 7509] (the “**Disclosure Statement for June 5 Thirteenth Amended Plan**” and, together with the Disclosure Statement for May 16 Thirteenth Amended Plan and the Disclosure Statement for Thirteenth Amended Plan, the “**Disclosure Statement**”).

PLEASE TAKE FURTHER NOTICE that the Plan and Disclosure Statement contemplate the submission of certain documents (or forms thereof), schedules, and exhibits (the “**Plan Supplement**”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the following Plan Supplement document:

Exhibit A Master Shareholder Settlement Agreement

PLEASE TAKE FURTHER NOTICE that the Master Shareholder Settlement Agreement is being filed without its associated exhibits and appendices.

PLEASE TAKE FURTHER NOTICE that the forms of documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is confirmed, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right, pursuant to the terms and conditions set forth in the Plan and in the Master Shareholder Settlement Agreement, to alter, amend, modify, or supplement any document in the Plan Supplement (including any exhibits or appendices attached thereto); provided that if any document in the Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the hearing to confirm the Plan, the Debtors will file a blackline of such document with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that copies of the Plan Supplement, the Plan, and the Disclosure Statement may be obtained free of charge by visiting the website of Prime Clerk LLC at <https://restructuring.primeclerk.com/purduepharma>. You may also obtain copies of any pleadings by visiting the Bankruptcy Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the adequacy of the information contained in the Disclosure Statement for Thirteenth Amended Plan (the “**Disclosure Statement Hearing**”) is scheduled for **June 18, 2025, at 10:00 a.m. (prevailing Eastern Time)**

before the Honorable Sean H. Lane, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601 (the “**Bankruptcy Court**”).

Dated: June 17, 2025
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Eli J. Vonnegut

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*Counsel to the Debtors
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Exhibit A

Master Shareholder Settlement Agreement

MASTER SETTLEMENT AGREEMENT

BY AND AMONG

THE MASTER DISBURSEMENT TRUST,

EACH OF THE PARTIES LISTED ON EXHIBIT A HERETO,

EACH OF THE PARTIES LISTED ON EXHIBIT B HERETO,

THE SACKLER PARTIES' REPRESENTATIVE

AND

PRA L.P.

[REDACTED], 2025

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1. DEFINITIONS	7
Section 1.01 Definitions	7
Section 1.02 Interpretative Provisions	34
ARTICLE 2. SETTLEMENT PAYMENTS	36
Section 2.01 Payment	36
Section 2.02 Settlement Prepayments.....	44
Section 2.03 Modification to Payments Obligations.	46
Section 2.04 Payments Pending Appeals.....	46
Section 2.05 Appeals; Motion to Stay	49
Section 2.06 IAC Sale Bonus Payments.....	50
Section 2.07 Payment Date Calculations and Related Obligations.	50
ARTICLE 3. SALE OF IACS	54
Section 3.01 Covenant to Sell.....	54
Section 3.02 IAC Information Rights.....	55
Section 3.03 Other IAC-Related Covenants	56
Section 3.04 Implementation Limitations.....	59
Section 3.05 Termination of Sale Obligations.....	59
Section 3.06 Pledge of Shares; Collateral Account	59
Section 3.07 Failure to Sell IACs	61
ARTICLE 4. TAX MATTERS.....	63
Section 4.01 Restitution Payments	63
Section 4.02 Settlement Payments.....	65
Section 4.03 Qualified Settlement Funds	65
Section 4.04 Settlement Agreement.....	65
Section 4.05 Forms W-9.....	65
Section 4.06 Intentionally Omitted.....	66
Section 4.07 Tax Reporting	66
Section 4.08 Tax Cooperation	66
Section 4.09 Private Trusts Reporting	68
ARTICLE 5. RESERVES.....	68
Section 5.01 PAT Disputed Claims Reserves, Creditor Trust Non-Participating Claims Reserves and Released Claims Reserves.	68
Section 5.02 Special Operating Reserve Initial Funding and Mechanics.	69
ARTICLE 6. TERMINATION.....	70
Section 6.01 Termination of Agreement.....	70
ARTICLE 7. REPRESENTATIONS AND WARRANTIES OF THE SACKLER PARTIES.....	70

Section 7.01	Formation and Power.....	70
Section 7.02	Authority; Enforceability.....	72
Section 7.03	No Contravention.....	73
Section 7.04	Net Asset Reports	73
Section 7.05	List of IACs	73
Section 7.06	List of Assuring Parties.....	74
Section 7.07	IAC Incentive Compensation Arrangements.....	74
ARTICLE 8. COVENANTS		74
Section 8.01	Non-Circumvention	74
Section 8.02	No Interference	75
Section 8.03	Consent to Cancellation of PPLP Interests and De Minimis PRALP Interests.....	75
Section 8.04	MDT Shareholder Insurance Rights	76
Section 8.05	Naming Rights	76
Section 8.06	Intentionally omitted.....	76
Section 8.07	Notification of Breach	76
Section 8.08	Opioid Business	77
Section 8.09	Additional Assuring Parties.....	78
Section 8.10	Opinions of Counsel	78
Section 8.11	Refunding	78
Section 8.12	IAC Incentive Compensation.....	78
Section 8.13	Additional IACs.....	78
Section 8.14	Intentionally omitted.....	79
Section 8.15	Cooperation.....	79
Section 8.16	Certain Matters related to Probate and Death of a Payment Party.....	79
ARTICLE 9. BREACH AND REMEDIES.....		79
Section 9.01	Breach	79
Section 9.02	Remedies.....	82
Section 9.03	Certain Limitations	87
Section 9.04	Trustee and Personal Representative Liability	88
Section 9.05	Breach Fee	88
Section 9.06	Reinstatement.....	89
Section 9.07	Turnover	89
Section 9.08	Special Provisions Regarding Insolvencies and Judgments	90
Section 9.09	Effect of Acceleration.....	92
ARTICLE 10. CONDITIONS PRECEDENT		92
Section 10.01	Settlement Effective Date	92
ARTICLE 11. MISCELLANEOUS		95
Section 11.01	Notices	95
Section 11.02	Payments Received.....	96
Section 11.03	Survival of Representations and Warranties.....	96
Section 11.04	Remedies Cumulative; Specific Performance	96
Section 11.05	Confession of Judgment.....	96

Section 11.06	Entire Agreement; Severability; Amendments and Waivers	97
Section 11.07	Sackler Parties' Representative.....	98
Section 11.08	Sackler Parties' Consent Rights.....	99
Section 11.09	Binding Effect; Third Party Beneficiaries; Assignment	99
Section 11.10	Governing Law	100
Section 11.11	Jurisdiction; Contested Matter	100
Section 11.12	Waiver of Jury Trial.....	101
Section 11.13	Dispute Resolution.....	101
Section 11.14	Counterparts; Trustee of Multiple Trusts; Effectiveness	102
Section 11.15	Document Repository	102
Section 11.16	Defense of Third-Party Releases	102
Section 11.17	Certain Shareholder Released Party Insolvencies.....	103
Section 11.18	Survival.....	104
Section 11.19	Acknowledgment.....	104
Section 11.20	Most Favored Nation Provisions	104
Section 11.21	Debtor Asset Sales	106

Exhibits¹

Exhibit A	Payment Groups and IAC Payment Parties
Exhibit B	Debtors
Exhibit C	Family Groups and Corresponding Payment Groups
Exhibit D	Illustrative Examples
Exhibit E	IACs
Exhibit F	IAC Pledged Entities
Exhibit G	Bank Account Information
Exhibit H	Opioid Business
Exhibit I	Termination Events
Exhibit J	Alleged Harm
Exhibit J-2	Non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation
Exhibit K	Assuring Parties
Exhibit L	Prepayment Schedule
Exhibit M	Payment Parties Payment Schedule
Exhibit N	Released Claims Reserve and Special Operating Reserve
Exhibit O	List of Approved Financial Advisors
Exhibit P	Form of Further Assurances Undertaking
Exhibit P-1	Form of Further Assurances Undertaking of an Assuring Party with respect to a Trust that is part of the A-Side Payment Group
Exhibit P-2	Form of Further Assurances Undertaking of an Assuring Party with respect to the JDS Estate or a Trust that is part of the B-Side Payment Group
Exhibit Q	Form of Trust Certification
Exhibit R	Trust Information
Exhibit S	Form of Estate Certification
Exhibit T	Designated Shareholder Released Parties
Exhibit U	De Minimis Payment Parties
Exhibit V	List of Settlement Agreements
Exhibit W	Joinder Agreement
Exhibit X	Certain Shareholder Released Parties
Exhibit Y	Form of Confession of Judgment
Exhibit Z	Tax Matters Relating to the Grantor Trust Accounts and Grantor Trust Escrow Accounts
Exhibit AA	IAC Estate Settlement

Annexes

Annex A	A-Side Credit Support Annex for A-Side Payment Groups 1, 3, 5, 6 and 7
Annex B	A-Side Credit Support Annex for A-Side Payment Group 2
Annex C	A-Side Credit Support Annex for A-Side Payment Group 4
Annex D	A-Side Credit Support Annex for A-Side Payment Group 8
Annex E	B-Side Credit Support Annex for B-Side Payment Group 1
Annex F	B-Side Credit Support Annex for B-Side Payment Group 2
Annex G	A-Side Credit Support Annex for A-Side IAC Payment Parties

¹ NTD: All exhibits and annexes to be in form and substance satisfactory to all parties.

MASTER SETTLEMENT AGREEMENT

THIS MASTER SETTLEMENT AGREEMENT (together with the Credit Support Annexes and all other exhibits and annexes hereto (as defined below), this “Agreement”), dated as of [REDACTED], 2025 (the “Agreement Effective Date”), is entered into by and among (i) the MDT (as defined below), (ii) the Sackler Parties (as defined below), (iii) each of the parties listed on Exhibit B hereto (collectively, the “Debtors”), (iv) solely for purposes of Article 4 (Tax Matters), Section 2.01(d) (Payments by Beacon Trust), Section 2.01(e) (Payments by 74A Trust (as defined below)) and Section 8.03 (Consent to Cancellation of PPLP Interests and De Minimis PRALP Interests), PRA L.P. (as defined below), and (v) the Sackler Parties’ Representative (as defined below, and, together with PRA L.P., the MDT and the Sackler Parties, the “Parties” and each, a “Party”).

RECITALS

WHEREAS, on September 15, 2019, the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), thereby commencing the chapter 11 cases that are currently pending and jointly administered by the Bankruptcy Court under the caption *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (SHL) (the “Bankruptcy Cases”);

WHEREAS, in furtherance of this Agreement, the Debtors filed a plan of reorganization D.I. 7306 on March 18, 2025 and related disclosure statement D.I. 7307 on March 19, 2025 in the Bankruptcy Cases, both of which will be amended from time to time;

WHEREAS, for the purposes of this Agreement, the Sackler Parties are included in distinct Payment Groups (as defined below) as set forth on Exhibit A;

WHEREAS, for the purposes of this Agreement, certain of the Shareholder Released Parties (as defined below) are included in distinct Family Groups (as defined below) as set forth on Exhibit C, each of which corresponds to a specific Payment Group as set forth on Exhibit C;

WHEREAS, in furtherance of the settlement of the Shareholder Released Claims against the Shareholder Released Parties as contemplated and effectuated pursuant to the Plan (as defined below) and each of the Settlement Agreements (as defined below) (such settlements contemplated and effectuated pursuant to the Plan and each of the Settlement Agreements, collectively the “Settlement”), the B-Side Payment Groups (as defined below) and the A-Side Payment Groups (as defined below) have agreed to pay the Settlement Amount (as defined below) to the MDT, subject to the terms of this Agreement;

WHEREAS, in furtherance of the Settlement, each A-Side Payment Party (as defined below) agrees to pay, or cause to be paid, on a joint and several basis (subject to the terms and limitations set forth herein) among the A-Side Payment Parties within such A-Side Payment Party’s A-Side Payment Group, but on a several and not joint basis as among A-Side Payment Groups, their respective portion of the Settlement Payment Obligations and any other Payment Obligations incurred by such A-Side Payment Party’s A-Side Payment Group, subject to the terms of this Agreement;

WHEREAS, in furtherance of the Settlement, each B-Side Payment Party (as defined below) agrees to pay, or cause to be paid, on a joint and several basis (subject to the terms and limitations set forth herein) among the B-Side Payment Parties within such B-Side Payment Party’s B-Side Payment Group, but on a several and not joint basis as among B-Side Payment Groups, their respective portion of the Settlement Payment Obligations and any other Payment Obligations incurred by such B-Side Payment Party’s B-Side Payment Group, subject to the terms of this Agreement;

WHEREAS, in furtherance of the Settlement, each IAC Payment Party agrees to pay, or cause to be paid, its share of the IAC Sale Bonus Payment (as defined below) to the MDT as and when required by this Agreement;

WHEREAS, pursuant to the terms of this Agreement, the Settlement Amount shall include both Estate Payments (as defined below) and Direct Payments (as defined below);

WHEREAS, certain Sackler Parties that are IAC Payment Parties (as defined below) hold interests, directly or indirectly, in the IACs (as defined below) set forth on Exhibit E-1;

WHEREAS, in furtherance of the Settlement, each of the IAC Payment Parties agrees to use commercially reasonable best efforts to sell or cause to be sold, in one or more transactions, all of the issued and outstanding equity interests in each IAC (other than Purdue Canada) and/or the assets of each IAC (other than Purdue Canada) on or prior to the seventh (7th) anniversary of the Settlement Effective Date, subject to this Agreement;

WHEREAS, certain Sackler Parties hold interests, directly or indirectly, in Purdue Pharma L.P. (“PPLP Interests”) and Purdue Pharma Inc. (“PPI Interests”), and Purdue Pharma Inc. holds certain de minimis interests in Pharmaceutical Research Associates L.P. (“De Minimis PRALP Interests”);

WHEREAS, in furtherance of the Settlement, the Sackler Parties agree, subject to the terms and conditions of this Agreement, to the deemed surrender, cancellation, and/or redemption of the PPLP Interests pursuant to the Plan and that the direct and indirect holders thereof shall not receive or retain any property under the Plan on account of the PPLP Interests;

WHEREAS, in furtherance of the Settlement, the Sackler Parties agree, subject to the terms and conditions of this Agreement, to the deemed surrender, cancellation, and/or redemption of the PPI Interests and De Minimis PRALP Interests pursuant to the Plan and that (i) Purdue Pharma Inc. shall not receive or retain any property under the Plan on account of the De Minimis PRALP Interests and (ii) the direct and indirect holders of Purdue Pharma Inc. shall not receive or retain any property under the Plan on account of the PPI Interests;

WHEREAS, in furtherance of the Settlement, the Sackler Parties agree to the treatment of the MDT Shareholder Insurance Rights (as defined below) on the terms and conditions set forth in the Plan;

WHEREAS, in furtherance of the Settlement, the Family Members have agreed to not seek, request or permit any new naming rights with respect to charitable or similar donations to organizations, subject to the terms and conditions of this Agreement and the Confirmation Order (as defined below); and

WHEREAS, in furtherance of the Settlement, certain of the Sackler Parties have agreed to grant a security interest in and Lien (as defined below) on certain of their assets to secure the obligations of certain Payment Parties under this Agreement as more fully set forth below in this Agreement (including each of Annex A, Annex B, Annex C, Annex D, Annex E and Annex F attached hereto (individually, a “Credit Support Annex” and, collectively, the “Credit Support Annexes”), which such Credit Support Annexes are hereby incorporated by reference herein) and the Collateral Documents (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 Definitions.

(a) As used in this Agreement, the following terms have the following meanings:

"11.17 Assuring Party" means the Assuring Parties indicated by an asterisk ("*") on Exhibit K.

"74A Trust" has the meaning set forth in Section 2.01(e).

"A-Side General Obligors" means each A-Side Payment Party designated as such on Exhibit A.

"A-Side IAC Payment Party" means each Party designated as an "A-Side IAC Payment Party" on Exhibit A.

"A-Side Payment Date Obligation" means, in respect of each A-Side Payment Group as of any given Payment Date, the amount such A-Side Payment Group is obligated to pay on such Payment Date pursuant to this Agreement.

"A-Side Payment Group" means each of the eight (8) Payment Groups, each of which comprises A-Side Payment Parties, designated as such on Exhibit A.

"A-Side Payment Group 8 Representative" means such Person as is designated in writing by A-Side Payment Group 8 from time to time.

"A-Side Payment Party" means a Party designated as an "A-Side Payment Party" on Exhibit A; *provided* that, the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 shall not be deemed A-Side Payment Parties for purposes of Section 5.01(c) (with respect to the funding and reimbursement obligations described therein), or Section 5.02(b) (with respect to the funding and reimbursement obligations described therein); *provided* further, the foregoing will not limit any requirement to fund a portion of any Estate Payment due from the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 into the Reserve(s), Released Claims Reserve(s) and/or the Special Operating Reserve. For the avoidance of doubt, each of the A-Side General Obligors and A-Side IAC Payment Parties is an A-Side Payment Party.

"Actual Taxes" means, with respect to an IAC Payment Party, an amount equal to the actual cash Tax liability of such IAC Payment Party, its Subsidiaries, or its direct or indirect equityholders or beneficiaries payable with respect to income and gain recognized by or allocated to such Person from an IAC, a Sale or an IAC Distribution, without duplication and taking into account any tax benefits arising under this Agreement and the Plan calculated on a with and without basis, including, for the avoidance of doubt, any deduction that may be available to such Payment Party under Section 162(a) that is not disallowed by Section 162(f) of the Code and the deductibility or creditability, as applicable, of local, state and non-U.S. income Taxes.

"Ad Hoc Committee" has the meaning set forth in the Plan.

"Advance Amount" has the meaning set forth in Section 2.01(l).

"Advance Payment Date" has the meaning set forth in Section 2.01(l).

“Advance Payment Notice” has the meaning set forth in Section 2.01(l).

“Advance Settlement Payment” has the meaning set forth in Section 2.01(l).

“Advance Target Date” has the meaning set forth in Section 2.01(l).

“Advisors” means any nationally recognized investment banking firms and/or such other nationally recognized third-party financial advisors as may be engaged by a Sackler Party, an Affiliate thereof or an IAC to advise such Sackler Party, such Affiliate thereof or IAC and/or other Sackler Parties, their Affiliates or IACs in connection with the Sales.

“Affected Parties” has the meaning set forth in Section 2.04(b)(i).

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with such Person.

“Agreement” has the meaning set forth in the preamble.

“Agreement Effective Date” has the meaning set forth in the preamble.

“Alleged Harms” means the alleged past, present, and future financial, societal, public nuisance, and other harms, as well as any expenditures related to the foregoing, arising out of the conduct, omission, or liability of the Debtors and relating to Covered Conduct, including the alleged use, misuse, and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit J, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Shareholder Released Parties.

“Allowed” has the meaning set forth in the Plan.

“Appeal” has the meaning set forth in Section 2.05(a).

“Appeals Account” means an interest-bearing escrow account maintained by an independent third-party in connection with the Agreement.

“Appellate Decision” has the meaning set forth in Section 2.04(b).

“Approved Financial Advisor” means an independent financial advisor from the list set forth on Exhibit O.

“Assuring Parties” means (i) the Possible Refunding Trusts of each Trust, (ii) the Power Holders of each Trust and of the JDS Estate, (iii) the Required Interested Persons of the JDS Estate and each Trust (other than each A-Side Payment Party which is a Trust that has received Court Approval and has a Jersey (Channel Islands) Jurisdiction of Administration and no non-Jersey (Channel Islands) trustee), and (iv) the persons not otherwise included in the foregoing clauses (ii) and (iii) who are Beneficiary Interested Persons of any Trust or the JDS Estate.

“Authorized Action” has the meaning set forth in Section 11.07(c).

“B-Side Payment Date Obligation” means, in respect of each B-Side Payment Group as of any given Payment Date, the amount such B-Side Payment Group is obligated to pay on such Payment Date pursuant to this Agreement.

“B-Side IAC Payment Party” means a Party designated as a “B-Side IAC Payment Party” on Exhibit A. Each B-Side IAC Payment Party is a member of the applicable B-Side Payment Group described on Exhibit A.

“B-Side Payment Group” means any of the two (2) groups, each of which is comprised of B-Side Payment Parties, as set forth on Exhibit A.

“B-Side Payment Party” means a Party designated as a “B-Side Payment Party” on Exhibit A. For the avoidance of doubt, each of the B-Side IAC Payment Parties is a “B-Side Payment Party”.

“Bankruptcy Cases” has the meaning set forth in the recitals.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bankruptcy Matters” means bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other Laws relating to or affecting the rights of creditors generally.

“Base Payment” means (i) the portion of any payment identified as a base payment under the applicable Settlement Agreement, and (ii) to the extent not so identified in a Settlement Agreement, any similar base payment in a Settlement Agreement.

“Beneficiary Interested Person” means, at any time with respect to a Trust and the JDS Estate, each surviving spouse and descendant (including adoptees) of Mortimer Sackler or Raymond Sackler, and the spouses of any such descendant, to whom, or for whose use, income or principal of such Sackler Party may or is required to be distributed, excluding any Excluded Beneficiary and any person who would at such time be eligible or entitled to receive such a distribution only after the initial or further exercise of a power of appointment or other power to add beneficiaries but, for the avoidance of doubt, including contingent takers in default of the exercise of a power of appointment.

“Breach” shall mean a Specified Breach or a Non-Specified Breach.

“Breach Fee” has the meaning set forth in Section 9.05.

“Breach Notice” has the meaning set forth in Section 9.02(a)(i).

“Breach Trigger” means any event or condition that, with the giving of any notice, the passage of time or both, and satisfaction of such other condition as set forth in Section 9.01, would be a Breach.

“Breaching Party” has the meaning set forth in Section 9.02(a)(i).

“Business Day” means any day other than a Saturday, a Sunday or any other day which is a federal holiday.

“Case Stipulation” has the meaning set forth in the Plan.

“Cash and Cash Equivalents” means cash and cash equivalents such as U.S. government treasury bills and any other financial instruments properly classified as cash equivalents under GAAP.

“Cause of Action” has the meaning set forth in the Plan.

“Challenge” has the meaning set forth in Section 9.01(e).

“Channeling Injunction” has the meaning set forth in the Plan.

“Claim” has the meaning set forth in the Plan.

“Code” means the Internal Revenue Code of 1986, as amended (including any successor statute).

“Collateral” means the IAC Collateral and all other “Collateral” (or similar or equivalent term) as defined in any Credit Support Annex or in any Collateral Document (including any IAC Collateral Document) and shall include all assets and property, whether real, personal or mixed, whether now owned or hereafter acquired and wherever located, in each case, with respect to which a Lien is granted (or required, intended or purported to be granted) as security for any Obligation pursuant to this Agreement (including the Credit Support Annexes) or any Collateral Document, including all proceeds and products thereof.

“Collateral Documents” means, collectively, the IAC Collateral Documents, the Security Documents as defined under each of the Credit Support Annexes, this Agreement (to the extent it provides or purports to provide the grant of a security interest in and Lien on the Collateral), the Collateral Trust and Intercreditor Agreement, and all other security agreements, pledge agreements and other instruments and documents, and each of the amendments, modifications and supplements thereto, executed and delivered pursuant to this Agreement (including the Credit Support Annexes) or otherwise in order to grant or purport to grant a Lien on any assets to secure the Obligations or under which rights or remedies with respect to such Liens are governed.

“Collateral Trust and Intercreditor Agreement” means that certain Collateral Trust and Intercreditor Agreement dated as of [●] among the MDT, and [●], as collateral trustee.

“Common B-Side Payment Party” has the meaning set forth in Section 2.01(f)(iii).

“Compensatory Restitution Amount” means the aggregate amount paid or incurred by or on behalf of any Payment Party hereunder for Opioid Remediation, and does not include any amounts paid as attorneys’ fees and costs pursuant to Section 5.9(a) and Section 5.9(b) of the Plan or otherwise identified as being used to pay attorneys’ fees, investigation costs or litigation costs of a government or governmental entity in the reporting contemplated by Section 4.01(f)(ii), which shall be up to the amount of the total amount of the Settlement Payment.

“Confession of Judgment” has the meaning set forth in Section 11.05(a) and in the Credit Support Annexes.

“Confirmation Hearing” has the meaning set forth in the Plan.

“Confirmation Order” means an order entered by the Bankruptcy Court confirming the Plan and providing related relief.

“Consent” means any approval, consent, ratification, permission, waiver or authorization (including any permit).

“Consent Person” has the meaning set forth in Section 7.01(e).

“Contract” means any contract, agreement, indenture, note, bond, loan, license, instrument, lease, commitment, plan or other arrangement, whether oral or written.

“Control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, and the terms “Controlling” and “Controlled by” have correlative meanings to the foregoing.

“Court Approval” has the meaning set forth in Section 7.02(b).

“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 Plan 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 (1) compounding, counseling or documentation relating to any Product or class of Products; (2) 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; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Shareholder Released Parties or physicians or pharmacists identified by any Shareholder Released Party as potentially engaging in suspicious or problematic conduct; or (5) diversion control programs or suspicious order monitoring.

“Credit Support Annex” and “Credit Support Annexes” have the meanings set forth in the recitals.

“Creditors’ Committee” has the meaning set forth in the Plan.

“Creditor Trust” has the meaning set forth in the Plan.

“Creditor Trust Documents” has the meaning set forth in the Plan.

“Creditor Trust Non-Participating Claims Reserves” has the meaning set forth in the Plan, and refer to such accounts established under Section 5.01(a).

“Creditor Trust TDPs” has the meaning set forth in the Plan.

“Crossover Member” means a Payment Party that is a member of more than one Payment Group other than a Payment Party identified as a “Fourth Tier Obligor” in the Credit Support Annexes.

“Debtors” has the meaning set forth in the preamble.

“Definitive Documents” means this Agreement, the Plan, the Disclosure Statement, the Disclosure Statement Order, any other solicitation materials in respect of the Plan, the Settlement Agreements, the Collateral Documents, the Confessions of Judgment, the Further Assurances Undertakings, the Separation Agreements and any documentation establishing or governing the Document Repository, and (a) prior to the Settlement Effective Date, all other documentation or any portion thereof relating to the implementation of the Settlement or Plan, solely to the extent it could reasonably be expected to adversely impact the rights

or interests of any Family Member under the Settlement and (b) after the Settlement Effective Date, any amendments, supplements, or modifications to any of the foregoing documents described in clause (a) solely to the extent it could reasonably be expected to materially and adversely impact the rights or interests of any Family Member under the Settlement.

“De Minimis Payment Party” means the Sackler Parties set forth on Exhibit U; *provided* that if any Sackler Party transfers any assets or property to a De Minimis Payment Party on or after [March 31, 2021], the De Minimis Payment Party that receives such assets or property shall not, from and after the date of receipt, constitute a De Minimis Payment Party.

“De Minimis PRALP Interests” has the meaning set forth in the recitals.

“Designated Release Remedy Event” shall be deemed to have occurred if the remedy described in Section 9.02(a)(ii)(B) is available in respect of a Specified Breach (or Specified Breaches) by any Payment Group.

“Designated Shareholder Released Parties” means the parties set forth on Exhibit T, *provided* that (i) if any Designated Shareholder Released Party is an officer, director, trustee or protector with respect to trusts or trust companies of Family Groups that are not Breaching Parties, such Designated Release Remedy Event shall not include such Designated Shareholder Released Party in their capacities as officers, directors, trustees or protectors of such trusts or trust companies that are not part of the Family Groups of the Breaching Parties and no recourse may be had against any such trusts or trust companies, and (ii) the Designated Shareholder Released Parties shall not include the estate of any natural person and the Designated Release Remedy Event shall not apply (or shall cease to continue to apply) to any person on Exhibit T who has become deceased, *provided* that, for the avoidance of doubt, nothing herein shall prevent the estate of any such natural person from cooperating with the MDT with respect to any discovery process with respect to any litigation or similar proceeding related to the Debtors’ Opioid-Related Activities.

“Designated State” means New York.

“Direct Appeal” has the meaning set forth in Section 2.05(a).

“Direct Payments” has the meaning set forth in Section 2.01(a)(iv).

“Direct Released Claims” means Causes of Action released by the Direct Releases.

“Direct Releases” means (i) the Shareholder Releases other than the Estate Release; and (ii) the releases of the Released Parties set forth in Section 10.6(b) of the Plan and in the applicable Settlement Agreements.

“Disallowed” has the meaning set forth in the Plan.

“Disclosure Statement” means the disclosure statement and other solicitation materials in respect of the Plan, as approved by the Bankruptcy Court, each in form and substance reasonably acceptable to the Governmental Consent Parties, the Creditors’ Committee, and to the Sackler Parties solely with respect to the matters related to the Settlement, the Shareholder Releases and this Agreement. For the avoidance of doubt, the Sackler Parties agree that the approved disclosure statement filed at [●] on the docket of the Bankruptcy Cases is in form and substance acceptable to the Sackler Parties.

“Disclosure Statement Order” means the order entered by the Bankruptcy Court, in form and substance reasonably acceptable to the Sackler Parties solely with respect to the matters related to the

Settlement, the Shareholder Releases and this Agreement (a) approving the Disclosure Statement, (b) approving notice and other procedures for soliciting the Plan and (c) authorizing solicitation of the Plan. For the avoidance of doubt, the Sackler Parties agree that the order entered at Docket No. [●] on the docket of the Bankruptcy Cases is in form and substance acceptable to the Sackler Parties.

“Dispute Proceeding” has the meaning set forth in Section 9.02(a)(i).

“Disputed” has the meaning set forth in the Plan.

“Document Repository” means the document repository referenced in Section 11.15.

“DOJ Conviction Judgment Date” has the meaning set forth in the Plan.

“Early SHP Payments” has the meaning set forth in Section 2.01(g)(ii)

“Effective Date Cash” has the meaning set forth in the Plan.

“Eligible State” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Equity Interest” means, with respect to any Person, any and all stock, shares, interests, rights to purchase or acquire, warrants, options, participation interests or other equivalents (however designated, whether voting or nonvoting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited), or if such Person is a limited liability company, membership interests, and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of property or assets of, such issuing Person and whether or not such stock, shares, interests, rights to purchase or acquire, warrants, options, participations or other equivalents are outstanding on any date of determination.

“ER Physician” has the meaning set forth in the Plan.

“Estate Certification” means, with respect to the JDS Estate, a certification of the personal representative(s) thereof substantially in the form of Exhibit S, which includes a recent copy of the fiduciary probate certificate issued by the court having primary supervision of the administration of the decedent’s estate.

“Estate Payments” means the amounts payable or paid on account of the settlement of the Estate Causes of Action pursuant to the Plan, and the amounts of which are as set forth on Exhibit M-2 hereto.

“Estate Released Claims” means the Estate Causes of Action released by the Estate Releases.

“Estate Releases” means the releases provided by the Debtors and their Estates pursuant to Section 10.7(a) of the Plan.

“Estates” has the meaning set forth in the Plan.

“Excess Net Proceeds” has the meaning set forth in Section 2.06(a).

[“Excluded Beneficiary” means Samantha Hunt, the children of Samantha Hunt and the children of Kathe A. Sackler and any minor or other person under a legal disability.]

[“Excluded Trusts” means the Trust Under Declaration of Trust No. 2 dated November 25, 1996 and Trust Under Declaration of Trust No. 1 dated November 25, 1996, each as referred to on Exhibit A.]

“Exhibit H-2 Entity” has the meaning set forth in Section 8.08.

“Expense Allocation Principles” means, with respect to fees, costs and expenses described in clause (i) of each of the definitions of “IAC Distribution Deductions” and “Sale Proceeds Deductions”, that each IAC Payment Party shall receive an allocation of such fees, costs and expenses proportionate to such IAC Payment Party’s share of the total Sale Proceeds or IAC Non-Tax Distributions received by all IAC Payment Parties (including, for the avoidance of doubt, amounts treated as actually received by an IAC Payment Party as described in clauses (x)(a)(iii)(A) through (x)(a)(iii)(C) or clauses (y)(a)(i) through (y)(a)(iii) of the definition of “Net Proceeds”, as applicable).

“Family Group” means each of the groups comprised of Payment Parties and certain Shareholder Released Parties, which are designated as a “Family Group” as set forth on Exhibit C.

“Family Member” means any Payment Party or Shareholder Released Party in a Family Group as set forth on Exhibit C.

“Final Dispute Response Notice” has the meaning set forth in Section 2.07(c)(i).

“Final Order” has the meaning set forth in the Plan.

“Foundation” has the meaning set forth in the Plan.

“Fourth Tier Obligor” means a Payment Party identified as the “Fourth Tier Obligor” in the Credit Support Annexes.

“Funding Trust Appointment” means, with respect to a Funding Trust that provided all or any portion of the funding set forth in Section 10.01(a)(iv), an instrument by which the appointment in further trust of such Funding Trust’s share of such funding of the Rosetta Trust was exercised.

“Funding Trusts” means the trusts for the benefit of beneficiaries including one or more beneficiaries of the Rosetta Trust bearing the names KAS 2010 Family Trust and KAS 2011 Family Trust governed by the laws of Jersey (Channel Islands).

“Further Assurances Undertaking” means, in the case of an Assuring Party with respect to a Trust that is part of the A-Side Payment Group, an undertaking of such Person substantially in form of Exhibit P-1 and, in the case of an Assuring Party with respect to the JDS Estate or a Trust that is part of the B-Side Payment Group, an undertaking of such Person substantially in the form of Exhibit P-2.

“GAAP” means generally accepted accounting principles in the United States applied on a consistent basis.

“General Unsecured Creditors” means holders of contingent litigation claimants in Class 11(c) of the Plan (as classified in the Plan).

“Governing Law Jurisdiction” means, with respect to a trust, the law or laws governing the ongoing operation of the trust under the terms of the documents constituting its current governing instruments, which law may vary as to particular matters such as with respect to administration, validity and construction.

“Governmental Authority” means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Person and any court or other tribunal and including any arbitrator and arbitration panel).

“Governmental Consent Parties” means (i) the States AG Negotiating Group, (ii) the Ad Hoc Committee, and (iii) the MSGE Group.

“Governmental Entity & Shareholder Direct Settlement Agreement” means that certain Settlement Agreement dated on or about the date hereof among the [Payment Parties, the Settling States, the MDT and Participating Subdivisions.]

“Grantor Trust Arrangement” means one or more escrow accounts in respect of each of which a timely election is made, pursuant to Treasury Regulations Section 1.468B-1(k), to be treated as a “*grantor trust*” of which the payor is the sole grantor and reports all items of income, gain, loss, deduction, or credit for federal and applicable state and local income tax purposes.

“Holder” has the meaning set forth in the Plan.

“Hospital” has the meaning set forth in the Plan.

“Hospital District” has the meaning set forth in the Plan.²

“IAC” means an entity or Person set forth on Exhibit E-1, as it may be amended from time to time in accordance herewith (including pursuant to Section 8.13).

“IAC Account” means, in each case, (i) a deposit account subject to an IAC Control Agreement or (ii) an escrow account subject to an IAC Escrow Agreement, in each case located in the U.S., Jersey or such other jurisdiction as reasonably acceptable to the MDT, and in which the proceeds of any Sale or any IAC Distribution shall be deposited and maintained pursuant to the terms of this Agreement and the IAC Collateral Documents.

“IAC Account Bank” means a financial institution in the U.S., Jersey or such other jurisdiction as acceptable to the MDT acting as a deposit bank or securities intermediary, as applicable, in respect of an IAC Account, which financial institution is reasonably acceptable to the MDT.

“IAC Asset” has the meaning set forth in Section 3.06(g).

“IAC Collateral” means all “Collateral” (or similar or equivalent term) as defined in any IAC Collateral Document and shall include all assets and property, whether real, personal or mixed, whether now owned or hereafter acquired and wherever located, in each case, with respect to which a Lien is granted (or required, intended or purported to be granted), as security for any Obligation of the Payment Groups that any IAC Payment Party is a member of, pursuant to this Agreement or any IAC Collateral Document, including all proceeds and products thereof.

“IAC Collateral Documents” means, collectively, the IAC Pledge and Security Agreements, the IAC Control Agreements, the IAC Escrow Agreements, the Credit Support Annexes (to the extent

² The term of Hospital District will be the same in the Plan as in the Governmental Entity & Shareholder Direct Settlement Agreement.

applicable) and all other agreements, instruments and documents that create, perfect or evidence, or are intended to create, perfect or evidence, Liens in the IAC Collateral to secure the payment in full when due of all Obligations of the IAC Payment Parties or under which the Secured Party's rights and remedies with respect to the IAC Collateral are governed, including any and all other security agreements, pledge agreements, loan agreements, notes, guarantees, pledges, powers of attorney, consents, assignments, contracts, fee letters, notices, financing statements and all other written matter whether heretofore, now, or hereafter executed by any IAC Payment Party or any other Person and delivered to the MDT or any other Secured Party for their benefit, in each case, as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed from time to time.

"IAC Control Agreement" means a control agreement in a form required by the applicable IAC Account Bank and otherwise in form and substance reasonably acceptable to the MDT executed by the applicable IAC Payment Party, the applicable Secured Party and the IAC Account Bank in respect of an IAC Account and pursuant to which (a) the Secured Party is granted control (as such term is described in Section 9-104 of the UCC or any similar concept under the laws of any jurisdiction outside the United States governing perfection) of such IAC Account and (b) the Secured Party's first-priority Lien on such IAC Account to secure the payment in full when due of all Obligations of the applicable IAC Payment Party is perfected.

"IAC Distribution" means any distribution of cash or other property or other Restricted Payments made by an IAC directly or indirectly to an IAC Holding Company, IAC Payment Party, or a Subsidiary of an IAC Payment Party, including, but not limited to, any IAC Tax Distribution and any IAC Non-Tax Distribution. For the avoidance of doubt, a distribution of Sale Proceeds shall not constitute an IAC Distribution.

"IAC Distribution Deductions" means, with respect to any IAC Non-Tax Distribution actually received by an IAC Payment Party, the sum of:

(i) without duplication and to the extent not previously applied in determining a Permitted Deduction, the following documented, out-of-pocket fees, costs and expenses incurred by any IAC Holding Company or any entity whose equity interests are held, directly or indirectly, by an IAC Holding Company (but, for the avoidance of doubt, not including fees, costs and expenses incurred by any IAC Payment Party or any Subsidiary of an IAC Payment Party (other than any IAC Holding Company or any entity whose equity interests are held, directly or indirectly, by an IAC Holding Company), in each case solely in the amounts allocated to such IAC Payment Party pursuant to the Expense Allocation Principles), solely to the extent such fees, costs and expenses are paid or payable to Third-Party Payees: (A) transfer Taxes incurred in connection with such IAC Non-Tax Distribution and (B) any IAC Distribution Expenses incurred in connection with such IAC Non-Tax Distribution; *plus*

(ii) without duplication and to the extent not previously applied in determining a Permitted Deduction, all amounts funded to any IAC by such IAC Payment Party or another Sackler Party on behalf of such IAC Payment Party (solely to the extent permitted by the relevant Credit Support Annexes, whether funded directly to the IAC or funded through one or more IAC Holding Companies and/or Subsidiaries of such IAC Payment Party) on or after the Agreement Effective Date (other than contributions that reduce the amount of IAC Non-Tax Distributions, as contemplated by the definition of "IAC Non-Tax Distribution"), including in the case of the A-Side IAC Payment Parties any amounts paid or deemed paid in respect of any loan made by an IAC for purposes of funding the Settlement Payment made pursuant to Section 2.01(g)(i)(A).

Notwithstanding the foregoing, IAC Distribution Deductions shall not include income Taxes or withholding Taxes.

“IAC Distribution Expenses” means all documented, out-of-pocket fees, charges, expenses, and other amounts (excluding Taxes) incurred in connection with an IAC Non-Tax Distribution.

“IAC Escrow Agreement” means an escrow agreement, in customary form and otherwise in form reasonably acceptable to the MDT, executed by the applicable IAC Payment Party, the applicable Secured Parties and the escrow agent in respect of an IAC Account, providing that amounts may be withdrawn by notice from the applicable IAC Payment Party (and not requiring notice or other approval of the applicable Secured Parties), *provided* that the applicable IAC Payment Party provides written notice to the MDT of such withdrawal, which notice shall include a certification from an IAC Payment Party that such withdrawal satisfies the conditions hereunder for a Permitted Withdrawal or is being used to pay Payment Obligations.

“IAC Holding Company” means any Person of which an IAC is a Subsidiary and which is jointly owned, directly or indirectly, by (i) one or more A-Side IAC Payment Parties and (ii) one or more B-Side IAC Payment Parties.

“IAC Incentive Compensation Arrangements” has the meaning set forth in Section 8.12.

“IAC Loans” means intercompany loans made by (x) on one hand, any IAC Payment Party or any Subsidiary of an IAC Payment Party (other than an IAC or an IAC Holding Company), to (y) on the other hand, any IAC or IAC Holding Company.

“IAC Non-Tax Distributions” means any cash distributions or other payments made by an IAC and received by an IAC Payment Party in respect of (a) its direct or indirect interest in any IAC or (b) repayment of an IAC Loan or Intercompany Loan to the extent such repayment was made with proceeds of an IAC Non-Tax Distribution (other than a Permitted Withdrawal), other than distributions of Sale Proceeds, IAC Tax Distributions or amounts owing to the Sackler Parties pursuant to Section 3.04; *provided* that no such distribution shall be considered an IAC Non-Tax Distribution unless and until the sixtieth (60th) calendar day following the receipt by such IAC Payment Party of such distribution; *provided, further*, that the amount of any Sackler Party’s IAC Non-Tax Distribution shall be reduced (without duplication) by the amount of any cash contributions made by or on behalf of such Sackler Party’s Payment Group to any IAC or IAC Holding Company during such sixty (60) calendar day period. To the extent any IAC Non-Tax Distributions made by an IAC (or the proceeds thereof) are used to repay an Intercompany Loan (including, for the avoidance of doubt, an Intercompany Loan between IAC Payment Parties), such amounts, to the extent received by an IAC Payment Party (as the payee with respect to such Intercompany Loan or in respect of its direct or indirect interests in a Subsidiary that is the payee with respect to such Intercompany Loan), shall be considered IAC Non-Tax Distributions only of the IAC Payment Party that is the payee (or whose Subsidiary is the payee) with respect to such Intercompany Loan.

“IAC Payment Party” means an A-Side IAC Payment Party or B-Side IAC Payment Party.

“IAC Pledge and Security Agreements” means the pledge and security agreements in respect of the IAC Pledged Shares.

“IAC Pledged Entities” means, collectively, the entities designated as “IAC Pledged Entities” on Exhibit F.

“IAC Pledged Shares” means, collectively, all Equity Interests of the IAC Pledged Entities now or hereafter owned by any IAC Pledgor, together in each case with (a) all certificates representing the same, (b) all Equity Interests representing a dividend on or a distribution or return of capital on or in respect of the IAC Pledged Shares, or resulting from a split-up, revision, reclassification or other like change of the IAC Pledged Shares or otherwise received in exchange therefor or in substitution thereof, and any warrants,

rights or options issued to the holders of, or otherwise in respect of, the IAC Pledged Shares, and (c) all Equity Interests of any successor entity in connection with merger, consolidation, amalgamation or similar transaction.

“IAC Pledgor” means each IAC Payment Party and each Subsidiary of an IAC Payment Party that grants a security interest in IAC Pledged Shares pursuant to Section 3.06.

“IAC Sale Bonus Payment” has the meaning set forth in Section 2.06(a).

“IAC Tax Distributions” means cash distributions received by an IAC Payment Party in respect of its interest in an IAC equal to (x) such IAC Payment Party’s allocable share of net taxable income (as determined for U.S. federal income tax purposes) for any taxable period arising from such direct or indirect ownership of the IAC and its Subsidiaries *multiplied by* (y) the highest marginal U.S. federal, state, local and non-U.S. income and withholding tax rates for such taxable period applicable to a U.S. citizen who is a resident of the State of Connecticut, taking into account the character of the income and the deductibility of non-U.S. Taxes and state and local Taxes for U.S. federal income tax purposes; *provided*, that (i) IAC Tax Distributions may be calculated using a good faith estimate of the book net income of such IAC as reflected in such IAC’s management accounts without adjustment for U.S. federal income tax purposes; (ii) IAC Tax Distributions may be paid in installments during or after the relevant taxable period; (iii) IAC Tax Distributions may be paid in respect of a prior taxable period to the extent insufficient IAC Tax Distributions were made by such IAC in such prior taxable period in respect of its net taxable income. If after the actual U.S. federal net taxable income in respect of an IAC is determined for a relevant taxable year or such actual U.S. federal net taxable income in respect of such IAC is redetermined in connection with an income tax audit or the filing of an amended income tax return, (a) the sum of all IAC Tax Distributions previously received by an IAC Payment Party in respect of its interest in such IAC for such taxable year and not previously recharacterized as an IAC Non-Tax Distribution exceeds (b) such IAC Payment Party’s allocable share of such actual or redetermined net U.S. federal net taxable income in respect of such IAC for such taxable year multiplied by the tax rate described in clause (y) of this paragraph for such taxable year, then the excess of (a) over (b) shall be deemed an IAC Non-Tax Distribution made at the time of such determination.

“IACPP Efforts” means, with respect to an IAC Payment Party in reference to the applicable provisions in Article 3, that such IAC Payment Party shall, and shall cause each Subsidiary that it controls to, as necessary, (a) deliver written notice to the board of directors, board of managers or similar group, and to the chief executive officer (or person holding a similar position), in each case, of each IAC informing such Persons of such covenants and instructing such Persons to cause such IAC to comply, (b) with respect to any officer, director or other manager whose actions or failure to act has resulted in a violation of such covenant, which failure cannot be cured or has not been cured following reasonable notice and opportunity to cure, exercise such voting, approval, consent or similar rights of such IAC Payment Party or such controlled Subsidiary pursuant to the governing documents of such IAC in favor of the removal of such officer, director or other manager and (c) to the extent such IAC Payment Party or controlled Subsidiary has the right to call a meeting or solicit the consent of the equityholders of such IAC for the purpose of removing any officer, director or other manager described in the immediately preceding clause (b), exercise such right. For purposes of the foregoing, an IAC Payment Party “controls” a Subsidiary with respect to a specified action if, acting by itself (or indirectly through other Subsidiaries that it controls), such IAC Payment Party has the authority under applicable law and the governing documents of such Subsidiary, to cause such Subsidiary to take the relevant action.

“IFRS” means the International Financial Reporting Standards.

“Implementation Limitations” has the meaning set forth in Section 3.04.

“Incentive Payment” means (i) the portion of any payment identified as an “incentive payment” under the applicable Settlement Agreement, and (ii) to the extent not so expressly identified in a Settlement Agreement, any similar incentive payment in a Settlement Agreement.

“Indebtedness” of any Person means, as of any date of determination, all of the following: (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person under finance or capital leases, (iv) all indebtedness of others with respect to obligations referred to in clauses (i) to (iii) above, guaranteed in any manner, directly or indirectly, by such Person, (v) all indebtedness of others with respect to obligations referred to in clauses (i) to (iv) above secured by a Lien on any asset owned by such Person (whether or not such indebtedness is assumed by, or is a personal obligation of, such Person); *provided* that the amount of such indebtedness will be the lesser of: (a) the fair market value of such asset at such date of determination and (b) the amount of such indebtedness of such other Person, and (vi) all net reimbursement obligations of such Person with respect to letters of credit, foreign currency sale agreements and bankers’ acceptances, except such as are obtained by such Person to secure performance of obligations (other than for borrowed money or similar obligations).

“Initial Public Creditor Trust Distributions” has the meaning set forth in the Plan.

“Initial Private Creditor Trust Distributions” has the meaning set forth in the Plan.

“Insolvency Proceeding” has the meaning set forth in Section 9.08.

“Intercompany Loans” means intercompany loans made by: (x) (i) on one hand, any IAC Payment Party or any Subsidiary of an IAC Payment Party (other than an IAC or an IAC Holding Company), to (ii) any other IAC Payment Party or Subsidiary of an IAC Payment Party (other than an IAC or an IAC Holding Company); or (y) (i) on one hand, any IAC or IAC Holding Company to (ii) any other IAC or IAC Holding Company.

“IRS” means the United States Internal Revenue Service.

“JDS Estate” means the estate of Jonathan D. Sackler, deceased, on account of its personal representative(s) entering into this Agreement, in their capacity as such.

“Jersey” or “Jersey (Channel Islands)” means the Bailiwick of Jersey, Channel Islands.

“Jersey Administered Trust” means each Trust that is an A-Side Payment Party that has received Court Approval and has a Jersey (Channel Islands) Jurisdiction of Administration and no non-Jersey (Channel Islands) trustee.

“Jurisdiction of Administration” means with respect to a Trust or the JDS Estate, the principal situs of administration of such Trust or JDS Estate, whose court has primary supervision over the administration of the same.

“Law” means any federal, state, local, or foreign law, international or multinational ordinance, rule, statute or other requirement or provision having the force of law of any Governmental Authority.

“Lien” means, with respect to any property or asset (and/or any interest therein), any mortgage, lien, deed of trust, pledge, charge, security interest, collateral assignment, hypothecation, encumbrance or other adverse claim or interest of any kind in respect of such property or asset (or interest therein).

“Limited Joint and Several Allowed Claim” has the meaning set forth in Section 9.08.

“Litigation Costs” means the Shareholder Released Parties’ litigation and settlement costs (and only such costs, to be apportioned as necessary) incurred after the Reference Date relating to Non-Released Claims, which costs shall include (i) reasonable expenses, reasonable attorney and other advisor fees and costs, (ii) settlement amounts (subject to Section 6 of Exhibit N), awards and judgments (solely to the extent of amounts that are or would otherwise be recoverable by applicable claimants without regard to such Shareholder Released Party’s ability to access the Special Operating Reserve, *provided* that, for the avoidance of doubt, any amount actually paid by a Shareholder Released Party in respect of a judgment shall not be excluded from Litigation Costs due to this parenthetical), (iii) bonds, including surety bond obligations, amounts payable to collateralize surety bonds, and other costs and obligations associated with facilitating appeals of judgments (any Litigation Costs referred to in this clause (iii), “Appeal Bond Costs”), and (iv) indemnities, including, for purposes of clauses (i) through (iv), in respect of any participation in litigation or other administration of claims against the Debtors or their Estates. For the avoidance of doubt, Litigation Costs shall not include any costs relating to (i) litigation arising out of or related to the exercise or potential exercise of the Release Remedy, or litigation on account of claims previously released under the Shareholder Release that arises on account of the exercise of the Release Remedy in respect of the applicable Shareholder Released Parties, (ii) litigation amongst the Shareholder Released Parties, (iii) obtaining confirmation of the Plan, including any costs related to appeals of the Confirmation Order, or (iv) any litigation and settlement costs related to criminal proceedings (excluding any non-criminal component thereof). For the avoidance of doubt, Litigation Costs shall not include costs or expenses for objecting to proofs of claim of claimants who have not commenced action against one or more Shareholder Released Parties.

“Major Judgment” means a money judgment (a) for an amount that exceeds the ability of such Payment Party to pay such judgment (including, where applicable, with the proceeds of a permitted Restricted Payment under the applicable Collateral Documents), (b) that has not been paid by or on behalf of such Payment Party out of assets not subject to Collateral Documents or that have been released from the Collateral Documents pursuant to the terms thereof, (c) with respect to which there is a period of five (5) consecutive Business Days during which no stay of enforcement is in effect, (d) that is not covered by (i) independent third-party insurance or (ii) an enforceable indemnity), and (e) for which a judgment creditor is taking steps to enforce a judgment lien.

“Master Disbursement Trust” has the meaning set forth in the Plan. For the purposes of this Agreement, the Master Disbursement Trust may operate through its agents in accordance with its trust documents.

“Material Litigant” means any State; Tribe with a population or membership over 10,000; Primary Subdivision; Public School District with a K-12 student enrollment of at least 25,000 or .10% of a State’s population, whichever is greater; Hospital Districts with at least 125 hospital beds in one or more hospitals rendering services in the district; Third-Party Payor that is obligated to reimburse or otherwise make payments on behalf of 50,000 or more insured persons; or other Subdivision with an aggregate population of 50,000 or more, calculated in accordance with the Governmental Entity & Shareholder Direct Settlement Agreement.

“Material Litigation” means, as of any date of determination, (i) any litigation by a Material Litigant against Shareholder Released Parties regarding Covered Conduct (A) that has survived a Threshold Motion, (B) in which a Threshold Motion is pending as of such date, or (C) that was filed within sixty (60) calendar days prior to such date; or (ii) 500 or more separate lawsuits (i.e., not aggregated and not in a class) pending against Shareholder Released Parties concerning Covered Conduct being pursued by non-Material Litigants.

“MDT” shall mean (i) prior to the Plan Effective Date, the Debtors and (ii) beginning on and following the Plan Effective Date, (A) for all purposes hereunder other than Section 2.05, the Master Disbursement Trust and (B) for purposes of Section 2.05, the Plan Administration Trust. For the purposes of this Agreement, the MDT may operate through its agents in accordance with its trust documents.

“MDT Advisory Council” has the meaning set forth in the Plan.

“MDT Operating Reserve” has the meaning set forth in the Plan.

“MDT Sale Period” has the meaning set forth in Section 3.07(b)(iii).

“MDT Segregated Account” means a segregated account of the MDT to be used in accordance with Section 2.07(c)(ii)(A)(ii).

“MDT Shareholder Insurance Rights” has the meaning set forth in the Plan.

“MDT/IAC Sale Notice Deadline” has the meaning set forth in Section 3.07(b).

“MDT/IAC Sale Process Notice” has the meaning set forth in Section 3.07(b).

“Mediation Parties” means the Debtors, the Creditors’ Committee, the Ad Hoc Committee, the MSGE Group, the “Covered Parties,” consisting of the Initial Covered Sackler Persons and the Additional Covered Sackler Persons (each as defined in the Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors and Certain Related Parties [D.I. 518]), the Ad Hoc Group of Hospitals, the NAS Committee, the Ad Hoc Group of Individual Victims, the Third-Party Payors, the Public School District Claimants, the Ratepayer Mediation Participants, (each as defined in the Plan) and the States AG Negotiating Group.

“MSGE Group” has the meaning set forth in the Plan.

“National Arbitration Panel” has the meaning set forth in Section 11.13.

“Net Assets” means, with respect to any Person, as of any date of determination, the aggregate value of all assets of such Person, as of such date, less the aggregate amount of all liabilities of such Person (which liabilities shall exclude the Obligations owed by such Person under this Agreement), as of such date, as determined by an Approved Financial Advisor, which determination and valuation methodologies shall be made using methodologies consistent with those used to prepare the Net Asset Presentations.

“Net Asset Presentations” means the financial reports regarding the net assets of certain Sackler Parties produced pursuant to the Case Stipulation on or around [____], as such financial reports may be updated from time to time, including reports filed at [D.I. 3448 and 3422] in connection with the Confirmation Hearing.

“Net Prepayment Amount” has the meaning set forth in Section 2.02(a).

“Net Proceeds” means, with respect to each IAC Payment Party:

(x) with respect to any Sale, (a) fifty-five percent (55%) of the Sale Proceeds actually received by such IAC Payment Party from such Sale including, for the avoidance of doubt, (i) any cash payments received by way of deferred payment pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, in each case only as and when received, (ii) any

cash proceeds received from the conversion of non-cash consideration received from any Sale and (iii) any fees or other amounts payable to any Sackler Party in connection with any Sale; *provided* that in determining the amount of Sale Proceeds actually received by such IAC Payment Party for purposes of this clause (x), the amount treated as actually received by an IAC Payment Party shall be calculated without duplication as though such IAC Payment Party's allocable portion of (A) any income Taxes or withholding Taxes imposed in respect of such Sale Proceeds on an IAC, IAC Holding Company or Subsidiary of an IAC Payment Party or IAC Holding Company, (B) any withholding Taxes imposed in respect of such Sale Proceeds on an IAC Payment Party, and (C) any amounts paid directly to any Third-Party Payee (rather than being paid to such IAC Payment Party) in respect of Sale Proceeds Deductions described in clause (i) of the definition thereof directly related to the Sale of such IAC in accordance with Section 3.01(a)(iii) was, in each case, actually received by such IAC Payment Party, *less* (b) one hundred percent (100%) of any Sale Proceeds Deductions described in clause (ii) of the definition thereof of such IAC Payment Party, *less* (c) fifty-five percent (55%) of any Sale Proceeds Deductions described in clause (i) of the definition thereof directly related to the Sale of such IAC; and

(y) with respect to any IAC Non-Tax Distribution, (a) fifty-five percent (55%) (with respect to any IAC Non-Tax Distribution ultimately received by an IAC Payment Party from an IAC that is treated as a corporation for U.S. federal income tax purposes to the extent there has been, is and will be no IAC Tax Distribution with respect to such IAC Non-Tax Distribution) or 100% (with respect to any other IAC Non-Tax Distribution), of the aggregate amount of such IAC Non-Tax Distribution actually received by such IAC Payment Party; *provided* that in determining the amount of IAC Non-Tax Distributions actually received by such IAC Payment Party for purposes of this clause (y), the amount treated as actually received by an IAC Payment Party shall be calculated without duplication as though such IAC Payment Party's allocable portion of (i) any income Taxes or withholding Taxes imposed in respect of such IAC Non-Tax Distribution on an IAC, IAC Holding Company or Subsidiary of an IAC Payment Party or IAC Holding Company, (ii) any withholding Taxes imposed in respect of such IAC Non-Tax Distribution on an IAC Payment Party, and (iii) any amounts paid directly to any Third-Party Payee (rather than being paid to such IAC Payment Party) in respect of IAC Distribution Deductions described in clause (i) of the definition thereof directly related to such IAC Non-Tax Distributions in accordance with Section 3.01(a)(iii) was, in each case, actually received by such IAC Payment Party, *less* (b) one hundred percent (100%) of any IAC Distribution Deductions described in clause (ii) of the definition thereof of such IAC Payment Party, *less* (c) fifty-five percent (55%) of any IAC Distribution Deductions described in clause (i) of the definition thereof directly related to such IAC Non-Tax Distribution.

"NewCo" has the meaning set forth in the Plan.

"NewCo Transferred Assets" has the meaning set forth in the Plan.

"Nominal Prepayment Amount" has the meaning set forth in Section 2.02(a).

"Non-Participating" has the meaning set forth in the Plan.

"Non-Participating Channeled Claims" has the meaning set forth in the Plan.

"Non-Released Claims" means any Cause of Action held by any Relevant Claimant (in any capacity and regardless of whether such Person has been solicited to vote on the Plan or any Settlement or received notice of the Plan, the Settlements, or the Bankruptcy Cases) that would have been released under

the Prior Filed Plan if the Prior Filed Plan were in effect or (ii) is related to proof of claim objection litigation.

“Non-Settling Creditor” has the meaning set forth in the Plan.

“Non-Settling Private Claimant” means a Private Claimant that is a Non-Settling Creditor.

“Non-Specified Breach” has the meaning set forth in Section 9.01.

“Notices Addendum” has the meaning set forth in Section 11.01.

“Obligations” means obligations, covenants, liabilities and duties of the Sackler Parties (or any applicable Sackler Parties, as applicable) arising under this Agreement or the Definitive Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, but not limited to, the applicable Payment Obligation(s) of such Sackler Party or Sackler Parties.

“Opinion of Counsel” means a customary written opinion in form and substance and from legal counsel reasonably acceptable to the MDT.

“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, including on those injured as a result of, the opioid epidemic. Exhibit J-2 provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses in connection with the above.

“Opioid-Related Activities” has the meaning set forth in the Plan.

“Opt-Out Class Action Settlements” has the meaning set forth in the Plan.

“Original Jurisdiction of Creation” means, with respect to a trust, the original jurisdiction in which the trust was validity created upon the execution of the relevant trust organizational document and the original trustees receipt of the initial funding thereof in connection therewith, without giving effect to any express choice of law provision in the trust’s governing instrument that the trust or its governing instrument is to be governed by the laws of another jurisdiction as to validity and construction.

“Other General Unsecured Claims” has the meaning set forth in the Plan.

“Other Parties” has the meaning set forth in Section 4.01(e).

“Participating Subdivision” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Party” and “Parties” have the meanings set forth in the preamble.

“PAT Disputed Claims Reserves” have the meanings set forth in the Plan.

“Payment Computations Dispute Notice” has the meaning set forth in Section 2.07(b)(ii).

“Payment Computations Notice” has the meaning set forth in Section 2.07(b)(i).

“Payment Date” means each date on which a payment is required to be made by a Payment Group pursuant to the terms of this Agreement. The initial Payment Date shall be the Settlement Effective Date, with each subsequent Payment Date occurring on the first Business Day of the month in which each anniversary of the Settlement Effective Date occurs, as set forth on Exhibit M.

“Payment Date Obligation” means, as of any given Payment Date (i) with respect to an A-Side Payment Group, its A-Side Payment Date Obligation and (ii) with respect to a B-Side Payment Group, its B-Side Payment Date Obligation.

“Payment Group” means each set of Payment Parties identified as a “Payment Group” on Exhibit A.

“RCR Top-Off Payment” has the meaning set forth in Exhibit N.

“SOR Top-Off Payment” has the meaning set forth in Exhibit N.

“Payment Party” means an A-Side Payment Party or a B-Side Payment Party; provided that, except for the A-Side General Obligors, the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 shall not be deemed Payment Parties for purposes of Section 5.01(c) (with respect to the funding and reimbursement obligations described therein), or Section 5.02(b) (with respect to the funding and reimbursement obligations described therein); *provided* further, the foregoing will not limit any requirement to fund a portion of any Estate Payment due from the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 into the Reserve(s), Released Claims Reserve(s) and/or the Special Operating Reserve.

“Payment Obligation” means (a) a Settlement Payment Obligation, (b) any obligation to make an IAC Sale Bonus Payment, (c) Breach Fees owed by any Sackler Party pursuant to this Agreement, (d) any reimbursement obligations of such Sackler Party or Sackler Parties for costs and expenses that are due and payable pursuant to this Agreement and (e) any RCR Top Off Payment and SOR Top Off Payment owed by any Sackler Party’s Payment Group.

“Payment Remedy” has the meaning set forth in Section 9.02(a)(ii)(A)(1).

“Payors” has the meaning set forth in Section 4.01(a).

“Permitted Deductions” means IAC Distribution Deductions and Sale Proceeds Deductions.

“Permitted Withdrawals” means, without duplication and to the extent not previously applied in determining a Permitted Withdrawal:³

(i) with respect to an A-Side IAC Payment Party, (A) any amounts used to pay Actual Taxes, (B) any IAC Distribution Deductions described in clause (i) or (ii) of the definition thereof or any Sale Proceeds Deductions described in clause (i) or (ii) of the definition thereof and any similar expenses (other than any Taxes) incurred by or on behalf of any IAC Payment Party or any Subsidiary of an IAC Payment Party, (C) the costs (including legal, tax advisory and trustee costs and excluding any Taxes) of administering the IAC Payment Parties and their Subsidiaries, (D) the costs (including third-party legal and accounting fees and related expenses) of the A-Side Payment Parties of complying with this Agreement

³ NTD: Sackler Parties to provide in connection with Credit Support Annex discussion. But to include at minimum tax payments and payment of contractual obligations (including indemnity payments and similar payments under IAC sale contracts). Subject to ongoing review.

and the Settlement, or (E) the third-party legal and accounting fees and related expenses incurred by PRA L.P. in respect of this Agreement (but not, for the avoidance of doubt, the costs of any judgment against PRA L.P.); *provided* that the aggregate Permitted Withdrawals that may be made by all A-Side IAC Payment Parties in respect of the third-party legal and accounting fees and related expenses described in this clause (E) shall be limited such total third-party legal and accounting fees and related expenses that are allocated to the A-Side Payment Groups; *provided further* that all Permitted Withdrawals pursuant to this clause (E) must be paid, dollar for dollar, to PRA L.P. (or any direct or indirect owner of PRA L.P., which owner shall promptly contribute the funds to PRA L.P., if such owner is a direct owner of PRA L.P., or, if such owner is an indirect owner of PRA L.P., to such owner's Subsidiaries until such funds are received by PRA L.P.) to be paid, dollar for dollar, to such third-party legal and accounting fees and related expenses, or (F) Litigation Costs of the A-Side Payment Parties up to an aggregate amount equal to the aggregate Retained Payment Amount of the A-Side Payment Parties as of such date (less any amount thereof previously utilized by such Payment Groups to pay Litigation Costs, RCR Top-Off Payments, or SOR Top-Off Payments); (G) any amounts required to be paid to A-Side Payment Group 8 from Sale Proceeds or IAC Non Tax Distributions pursuant to paragraph 8 of the term sheet dated December 18, 2024 titled Samantha Hunt Settlement (or any binding agreement among the applicable parties that is consistent in all material respects with such paragraph 8); and (H) any amount permitted to be withdrawn pursuant to the Credit Support Annex of the A-Side IAC Payment Party's Payment Group; and

(ii) with respect to a B-Side IAC Payment Party, any amount permitted to be withdrawn pursuant to the Credit Support Annex of the B-Side IAC Payment Party's Payment Group.

"Person" means an individual, trust, estate of a deceased individual, corporation, partnership, limited liability company, association or other entity or organization, including a Governmental Authority.

"Personal Injury Claimants" means any holder of a NAS PI Claim (as defined in the Plan) or a Non-NAS PI Claim (as defined in the Plan).

"Personal Injury Payments" means the amounts payable to Personal Injury Claimants pursuant to the direct settlement among the Sackler Parties and electing Personal Injury Claimants as contemplated by the Plan, the maximum amounts of which are as set forth on Exhibit M hereto.

"Plan" means the chapter 11 plan to be filed by the Debtors, including any schedules, annexes, exhibits and supplements thereto, as confirmed by the Bankruptcy Court.

"Plan Administration Trust" has the meaning set forth in the Plan.

"Plan Classes" means the "Classes" of claims or interests, as applicable, as defined in the Plan.

"Plan Documents" has the meaning set forth in the Plan.

"Plan Effective Date" means the effective date of the Plan.

"Possible Refunding Trust" means a trust that is not a Sackler Party over which a power was exercised to cause property of such trust having a cumulative aggregate value (based on the date of contribution value of each contribution) in excess of \$500,000 to pass to a Sackler Party that is a Trust other than as part of a transaction intended to provide the holder of the power full and adequate consideration in exchange for the exercise of the power, excluding, however, any trust that has already terminated.

"Power Holder" means, with respect to any Trust, any Person (other than a trustee thereof acting in its capacity as such trustee) possessing any trust power, including protectors, whether held in a fiduciary

or non-fiduciary capacity or exercisable by such Person alone or only in conjunction with other Persons, with respect to any aspect of the administration or modification of such Trust, including powers to remove, replace or appoint trustees and protectors, to modify governing instruments and to consent to (or deny consent to) or direct others to take or refrain from taking any action relating to that aspect of administering or modifying such trust (including without limitation as referred to in Sections 4.06, 4.08 and 4.10 of Annexes A, C, D, E and F of this Agreement and Sections 4.03, 4.04 and 4.05 of Annex B of this Agreement), including any Consent Person.

“PPI Interests” has the meaning set forth in the recitals.

“PPLP Interests” has the meaning set forth in the recitals.

“PRA L.P.” has the meaning set forth in Section 2.01(d).

“Prejudicial Impact” has the meaning set forth in Section 8.01.

“Preliminary Injunction” has the meaning set forth in the Plan.

“Preliminary Payment Determination” has the meaning set forth in Section 2.07(a)(i).

“Prepayment Date” has the meaning set forth in Section 2.02(a).

“Prepayment Escrow Account” means one or more escrow accounts for the benefit of the MDT established (i) in connection with Section 2.01(l)(iii) and/or (ii) in connection Section 2.02(c)(ii), in each case, out of which Settlement Payment Obligations shall be paid to the MDT if and to the extent the same become due and payable, and otherwise returned to the applicable Transferor funding such escrow account.

“Prepayment Notice” has the meaning set forth in Section 2.02(a).

“Primary Subdivision” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Prime Rate” means the rate of interest per annum from time to time published in the money rates section of *The Wall Street Journal* or any successor publication thereto as the “prime rate” then in effect; *provided*, that if such rate of interest, as set forth from time to time in the money rates section of *The Wall Street Journal*, becomes unavailable for any reason, the “Prime Rate” shall mean the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. or its successor as its prime rate in effect at its principal office in New York City (or the location of its successor’s headquarters).

“Prior Filed Plan” means the twelfth amended joint chapter 11 plan of reorganization of Purdue Pharma L.P. and its affiliated debtors [D.I. 3726].

“Private Claimant MFN Representative” means a representative appointed by the Settling Private Claimants holding a majority of the value of all claims held by such Settling Private Claimants (the value of each such claim being determined on the basis of total amounts payable on account of such claim pursuant to the applicable Creditor Trust TDPs).

“Private Claimants” means each of the Hospitals, Public School Districts, ER Physicians, Third-Party Payor, and Personal Injury Claimants.

“Private Creditor Trusts” has the meaning set forth in the Plan.

“Proceeding” means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority.

“Products” has the meaning set forth in the Plan.

“Protected Party” has the meaning set forth in the Plan.

“Public School District” has the meaning set forth in the Plan.

“Public School District Claimants” has the meaning set forth in the Plan.

“Purchaser” has the meaning set forth in Section 3.01(a)(i).

“Purdue” means Purdue Pharma L.P.

“Purdue Canada” means Bard Pharmaceuticals (1990) Inc., Elvium Life Sciences GP Inc., Elvium Life Sciences Limited Partnership, Elvium ULC, Purdue Frederick Inc. (Canada), Purdue Pharma (Canada), Purdue Pharma Inc. (Canada), and Purdue Pharma ULC.

“QSF” means a “qualified settlement fund” within the meaning of Section 1.468B-1 et seq. of the QSF Regulations.

“QSF Regulations” means the Treasury Regulations promulgated under Section 468B of the Code.

“Ratepayer Mediation Participants Stipulation” has the meaning set forth in the Plan.

“Recovery” has the meaning set forth in Section 9.01(d).

“Reference Date” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Related Parties” means, as of any time of determination, any Person who is at such time (a) any member of a Family Group; (b) a current or former spouse, qualified domestic partner, stepparent, sibling of the whole or half-blood descendant (including adoptive relationships), stepchild or current or former spouse of any descendant (including adoptive relationships) of any of the Persons described in the preceding clause (a); (c) trusts for the benefit of any one or more of the Persons described in the preceding clauses (a) and (b); (d) any Person identified on Exhibit E-1 or E-2, any IAC Holding Company, any IAC Pledgor, any IAC Pledged Entity and any other Subsidiary of an IAC Payment Party (in each case so long as such Person continues to be Controlled by one or more Sackler Parties); (e) a current beneficiary, trustee or protector to any of the Persons described in the preceding clauses (a) and (c); (f) a current Controlling equity owner, principal, executive officer, director or other equivalent member of senior management to any of the Persons described in the preceding clauses (a) and (d), but in the case of clause (d) only with respect to IACs that are Controlled by one or more Sackler Parties; and (g) any entities directly or indirectly controlling, controlled by, or under common control with any of the Persons described in the preceding clauses (a) and (b).

“Related Party Transaction” has the meaning set forth in Section 3.03(a)(ii).

“Related Person” means, with respect to a Person, (i) such Person’s predecessors, successors, assigns, Subsidiaries, Affiliates, managed accounts or funds, past, present and future officers, board members, directors, principals, agents, servants, independent contractors, co-promoters, third-party sales representatives, medical liaisons, members, partners (general or limited), managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys and legal representatives, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals and advisors, trusts (including trusts established for the benefit of such Person), trustees, protectors, beneficiaries, direct or indirect owners and/or equityholders, parents, transferees, heirs, executors, estates, nominees, administrators, and legatees, in each case in their respective capacities as such, and (ii) the Related Parties of each of the foregoing, in each case in their respective capacities as such. For the avoidance of doubt, the citizens and residents of a State shall not be deemed to be Related Parties of such State solely as a result of being citizens or residents of such State.

“Release Remedy” has the meaning set forth in Section 9.02(a)(ii)(B).

“Released Claims Reserves” has the meaning set forth in the Plan, and refers to such reserves as established under Section 5.01(b).

“Released Parties” has the meaning set forth in the Plan.

“Releasing Parties” has the meaning set forth in the Plan.

“Relevant Claimant” means any Person that is a (i) State, Subdivision or Tribe; (ii) holder of a Claim classified in Classes 7, 8, 9, 10(a), 10(b), or 11(c) of the Plan (regardless of whether such Person filed a proof of claim in the Bankruptcy Cases); (iii) Public School District; or (vi) holder of a Claim that would have been within the proposed classes of privately insured parties described in the Amended Verified Statement of Stevens & Lee, P.C. pursuant to Bankruptcy Rule 2019 [D.I. 333].

“Relevant Jersey Trust” means each A-Side Payment Party that is a Trust whose Governing Law Jurisdiction is or includes the law of Jersey (Channel Islands) and, in addition, each Funding Trust that funded the Rosetta Trust as set forth in Section 10.01(a)(iv).

“Relevant Parties” has the meaning set forth in Section 4.01(e).

“Remedies Forbearance Period” has the meaning set forth in Section 9.02(a)(i).

“Required Interested Persons” means, (i) at any time with respect to a Trust other than a Jersey Administered Trust, each Person (other than the settlor, if deceased, and the trustees of such Sackler Party if not also beneficiaries thereof) who would be required under the laws of the Jurisdiction of Administration of such Sackler Party to cause an agreement settling each matter described in WY Stat. § 4-10-111 (to the extent the same may be settled by agreement without court involvement under the laws of the Jurisdiction of Administration of such Sackler Party) to be binding on all beneficiaries (including for the avoidance of doubt after application of any applicable rules of virtual representation of minors and other beneficiaries), including beneficiaries not parties thereto, *provided* that an Excluded Beneficiary shall not be a Required Interested Person within the meaning of such term with respect to, but only with respect to, the Excluded Trusts and (ii) at any time with respect to the JDS Estate, each beneficiary thereof who is at that time entitled to receive a further distribution on account of their beneficial interests in the estate, including any unpaid legatee or residuary beneficiary thereof.

“Required SHP Emergence Payment” has the meaning set forth in Section 2.01(g)(i)(B).

“Reserve” and “Reserves” have the meanings set forth in Section 5.01(a).

“Restitution” has the meaning set forth in Section 4.01(a).

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of any Person, or any payment (whether in cash, securities or other property) including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interest (including, but not limited to, the IAC Pledged Shares), or on account of any return of capital to such Person’s shareholders, partners or members (or the equivalent Persons thereof).

“Restricted Person” has the meaning set forth in Section 8.08.

“Retained Interest” has the meaning set forth in Section 3.01(b).

“Retained Payment Amount” means, as of any Payment Date and for a given Payment Group, an amount equal to (i) the Payment Group’s maximum payment amount for all Direct Payments (including any fee and cost fund payments) for that Payment Date as provided by Exhibit M less (ii) the total amount actually paid (or deemed paid) by the Payment Group on such Payment Date for all Direct Payments (including any fee and cost fund payments). When determining the total amount actually paid (or deemed paid) by a given Payment Group:

- (a) *Prepayments*: For any Settlement Prepayment, the Nominal Prepayment Amount shall be deemed to be paid on the Target Payment Date (and not on the Prepayment Date). Except as otherwise provided for in Section 2.01(l), Section 2.02 or Section 2.03 of this Agreement, if the Payment Group’s Nominal Prepayment Amount of such Settlement Prepayment exceeds the Payment Date Obligation it ultimately owes on the related Target Payment Date, the excess shall roll over to the next Payment Date and be applied toward that Settlement’s next Payment Date Obligation.
- (b) *Escrows*: All amounts paid on or about a Payment Date by or behalf of a Payment Group into an escrow account pursuant to this Agreement or any other Settlement Agreement shall be deemed to be actually paid by the Payment Group on such Payment Date, *provided* that if such amounts are returned from such escrow account to the relevant Payment Group, then such amounts shall no longer be deemed to be actually paid by such Payment Group on such Payment Date.

“Rosetta Trust” means the trust bearing that name governed by the laws of Jersey (Channel Islands) of which Stone Fiduciary Management Inc., a Wyoming corporation, is the trustee.

“Sackler Party” means a Payment Party or an IAC Payment Party; *provided* that the Parties designated as A-Side Payment Parties on Exhibit A in respect of the A-Side Payment Group 8 shall not be deemed Sackler Parties for purposes of Section 7.04, Section 7.05, Section 7.06, Section 7.07, Section 8.09, Section 8.13, Section 11.07, or Section 11.08 hereof.

“Sackler Parties’ Representative” means Plerus AB LLC, a limited liability company organized under the laws of Delaware.

“Sackler Sale Period” has the meaning set forth in Section 3.01(a).

“Sale” means (i) any sale of an IAC Payment Party’s direct and/or indirect Equity Interests (whether in whole or in part) in an IAC, (ii) any sale of all or substantially all of the assets of an IAC (including an orderly wind down, dissolution or restructuring) and (iii) any sale of assets or Equity Interests in connection with clauses (i) and (ii) above, in each case to a third party. Restructuring or dissolving or winding down an IAC will not, by itself, be considered a Sale of such IAC unless such restructuring causes any Equity Interest in, or material assets of, such IAC not to be held or controlled, directly or indirectly, by an IAC Payment Party in the Payment Groups that held or controlled, directly or indirectly, Equity Interest or material assets of such IAC immediately prior to such transaction.

“Sale Expenses” means all documented, out-of-pocket fees, charges, expenses, and other amounts (excluding Taxes) incurred in connection with presale restructuring of any IACs, the marketing of such IACs and general publicity and lobbying efforts in each case, incurred in connection with a Sale.

“Sale Obligations” has the meaning set forth in Section 3.05.

“Sale Proceeds” means the gross cash proceeds (a) of a Sale, including, in the event the assets of any IAC Payment Party, IAC Holding Company, IAC, or any other Subsidiary of an IAC Payment Party are sold as part of the same transaction or series of related transactions as a Sale, the gross cash proceeds from the sale of such assets or (b) received in connection with the repayment of an IAC Loan or Intercompany Loan to the extent such repayment was made with proceeds of a Sale (other than a Permitted Withdrawal) and without duplication to amounts included in the definition of “IAC Non-Tax Distributions”, in each case of clauses (a) and (b), as calculated in U.S. dollars at the relevant spot exchange rate published by Bloomberg on any date on which such proceeds are deposited into an IAC Account or otherwise paid to the MDT. To the extent Sale Proceeds are used to repay an Intercompany Loan (including, for the avoidance of doubt, an Intercompany Loan between IAC Payment Parties), such Sale Proceeds shall be considered Sale Proceeds only of the IAC Payment Party that is the payee (or whose Subsidiary is the payee) with respect to such Intercompany Loan.

“Sale Proceeds Deductions” means, with respect to any Sale Proceeds actually received by an IAC Payment Party, the sum of:

(i) without duplication and to the extent not previously applied in determining a Permitted Deduction, the following documented, out-of-pocket fees, costs and expenses incurred by any IAC Holding Company or any entity whose equity interests are held, directly or indirectly, by an IAC Holding Company (but, for the avoidance of doubt, not including fees, costs and expenses incurred by any IAC Payment Party or any Subsidiary of an IAC Payment Party (other than any IAC Holding Company or any entity whose equity interests are held, directly or indirectly, by an IAC Holding Company), in each case solely in the amounts allocated to such IAC Payment Party pursuant to the Expense Allocation Principles), solely to the extent such fees, costs and expenses are paid or payable to Third-Party Payees: (A) transfer Taxes, legal and other fees and expenses incurred in connection with such Sale and (B) any Sale Expenses incurred in connection with such Sale, and (C) reimbursement amounts specified in Section 3.04 with respect to the Sale of any IAC; *plus*

(ii) without duplication and to the extent not previously applied in determining a Permitted Deduction, all amounts funded to any IAC by such IAC Payment Party or another Sackler Party on behalf of such IAC Payment Party (solely to the extent permitted by the relevant Credit Support Annexes, whether funded directly to the IAC or funded through one or more IAC Holding Companies and/or Subsidiaries of such IAC Payment Party) on or after the Agreement Effective Date (other than contributions that reduce the amount of IAC Non-Tax Distributions, as contemplated by the definition of “IAC Non-Tax Distribution”), including in the case of the A-Side IAC Payment Parties any amounts paid or deemed paid

in respect of any loan made by an IAC for purposes of funding the Settlement Payment made pursuant to Section 2.01(g)(i)(A).

Notwithstanding the foregoing, Sale Proceeds Deductions shall not include income Taxes or withholding Taxes. For the avoidance of doubt, Sale Proceeds Deductions shall not include the repayment of Intercompany Loans or IAC Loans funded directly or indirectly from Sale Proceeds.

“Second Circuit” means the United States Court of Appeals for the Second Circuit.

“Secondary Restricted Person” means (i) any child of a Restricted Person who is a natural person or, for Restricted Persons that are estates, any child of the deceased person associated with such estate, who is older than 18 years of age as of June 27, 2024 and (ii) any trusts of which any of the Persons in the foregoing clause (i) are beneficiaries and the trustees thereof (solely in their capacities as such), in each case to the extent such Person is not a Restricted Person.

“Secured Party” means each of (i) the MDT and each of its successors and permitted assigns and (ii) any agent, trustee or other representative or designee (including one or more Subsidiaries or other entities of the MDT formed to carry out its duties and obligations under the Definitive Documents) authorized or appointed to hold any security interest in or Lien on, or take possession or control of, any Collateral on behalf of and for the benefit of itself and any person described in clause (i) above.

“Separately Settling Payment Group” has the meaning set forth in Section 11.20.

“Separation Agreements” means the agreements entered into in accordance with this Agreement to govern continuing business and other commercial relationships among the Debtors, NewCo and other entities owned directly or indirectly by the Sackler Parties and to clarify and confirm such parties’ respective rights under certain intellectual property rights.

“Settlement” has the meaning set forth in the recitals.

“Settlement Administrator” means the entity that annually determines and prepares the Payment Date Obligations and all reports and updates to be provided hereunder by the MDT to the Sackler Parties’ Representative and the other specified Persons pursuant to Section 2.07. Prior to the Settlement Effective Date, the Sackler Parties’ Representative and the MDT shall agree to (i) selection and removal processes for and the identity of the Settlement Administrator, (ii) a detailed description of the Settlement Administrator’s duties and responsibilities, including the relationship of the Settlement Administrator to the MDT and (iii) a detailed mechanism for paying the Settlement Administrator’s fees and costs (which payments shall not be additional obligations of the Sackler Parties), all of which shall be appended to this Agreement as Exhibit D.

“Settlement Agreements” means (a) this Agreement and (b) the settlement agreements being entered into on or about the date hereof among the [Sackler Parties] and various creditor groups, each of which is listed on Exhibit V, and “Settlement Agreement” means any individual settlement agreement listed on Exhibit V.

“Settlement Amount” means \$6.5 billion, subject to adjustments as reflected on Exhibit M, in the Plan and elsewhere in this Agreement and any other Settlement Agreement.

“Settlement Effective Date” has the meaning set forth in Section 10.01(a).

“Settlement Payment Dispute Notice” has the meaning set forth in Section 2.07(a)(ii).

“Settlement Payment Obligations” means, for any Payment Party, such Payment Party’s payment obligations with respect to Settlement Payments hereunder or under a Settlement Agreement, as applicable.

“Settlement Payments” has the meaning set forth in Section 2.01(a)(iv).

“Settlement Prepayment” has the meaning set forth in Section 2.02(a).

“Settling Creditor” has the meaning set forth in the Plan.

“Settling Party” means any Person providing a release under the Settlement.

“Settling Private Claimant” means a Private Claimant that is a Settling Creditor.

“Settling States” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Shareholder Released Claims” means any Cause of Action released pursuant to the Shareholder Releases.

“Shareholder Released Parties” has the meaning set forth in the Plan.

“Shareholder Releases” means any and all releases, waivers, or disclaimers of liability, standstill agreements, or other similar terms in favor of any of the Shareholder Released Parties contained in the Settlement, including the releases contained in Section 10.7(b) of the Plan.

“Special Operating Reserve” has the meaning set forth in Section 5.02(a).

“Specified Breach” has the meaning set forth in Section 9.01.

“Specified Breach Trigger” means a Breach Trigger with respect to a Specified Breach.

“Specified GUC Claims” means the claim of any holder that would have been classified in Plan Class 11(c) but for the fact that the holder of such claim has not filed a proof of claim.

“Specified Shareholder Provisions” means any provision of any Definitive Document: (i) covering the validity or scope, of the Shareholder Releases; (ii) covering the validity, scope, or application of the Special Operating Reserve; (iii) covering the administration of Claims, solely regarding provisions relating to settling or estimating any Disputed Claim, or having the effect of settling or estimating any Disputed Claim, in each case in a manner that is inconsistent with the consent right of the Sackler Parties’ Representative as set forth in Section 7.12 of the Plan; (iv) describing any purported concessions or admissions of the Shareholder Released Parties or of Debtors’ Estates solely to the extent it could reasonably be expected to impact the Shareholder Released Parties; or (v) altering or that has the effect of altering this Agreement, in the case of each of the foregoing clauses (i) through (iv), in a manner that otherwise materially and adversely affects the rights, obligations, or interests of the Shareholder Released Parties.

“States” means except for Oklahoma, all 50 states of the United States of America and the District of Columbia, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands.

“States AG Negotiating Group” has the meaning set forth in the Plan.

“Subdivisions” has the meaning set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

“Subsidiary” means, with respect to any Person, a corporation, partnership, joint venture, limited liability company or other entity (i) of which a majority of the shares or securities or other equity or ownership interests having ordinary voting power for the election of directors, managers, or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time directly or indirectly beneficially owned by such Person, or (ii) the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

“Target Payment Date” has the meaning set forth in Section 2.02(a).

“Tax” or “Taxes” means all taxes, customs, duties, governmental fees or other like assessment or charge of any kind whatsoever, including all federal, state, local or foreign income, gross receipts, windfall profits, severance, property (real or personal), production, sales, use, value-added, ad valorem, license, excise, franchise, transfer, gains, escheat, mortgage recording, transportation, gross operating, capital, employment, unemployment, occupation, social security, pension plan, withholding or similar taxes, customs, duties, governmental or other like assessments or charges, together with any interest, repayment supplement, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tax Advisor” means an accounting or law firm with expertise in the relevant jurisdiction engaged by a Sackler Party or an IAC to provide advice regarding the tax consequences of a Sale.

“Tax Matters” has the meaning set forth in Section 4.08.

“Tax Treatment” has the meaning set forth in Section 4.01(e).

“Third-Party Payee” means, with respect to any Sale or IAC Distribution, (a) any Tax authority or other regulatory authority to whom payments are required in connection with such transaction, (b) any contract counterparty that is not a Sackler Party or Related Party whose consent is required to complete such Sale or IAC Distribution, or who is entitled to a payment as a result of such Sale or IAC Distribution, (c) any legal, accounting, financial or other advisor or professional services company that is not a Sackler Party or Related Party that provides services in connection with such Sale or IAC Distribution, or (d) any Person (including any Sackler Party or any of their Affiliates) that advances payments to any Person described in clauses (a) through (c).

“Third-Party Payor” has the meaning set forth in the Plan.

“Third-Party Payor Payments” means the amounts payable to Third-Party Payors pursuant to the direct settlement among the Sackler Parties and electing Third-Party Payors as contemplated by the Plan, the maximum amounts of which are as set forth on Exhibit M hereto.

“Third-Party Released Claims” means any Cause of Action released pursuant to the Third-Party Releases, including, for the avoidance of doubt, the Shareholder Released Claims.

“Third-Party Releases” means any and all releases, waivers, or disclaimers of liability, standstill agreements, or other similar terms in favor of any of the Shareholder Released Parties or Released Parties contained in the Settlement, including the releases contained in Sections 10.6(b), 10.7(a) and 10.7(b) of the Plan.

“Threshold Motion” means a motion to dismiss or equivalent dispositive motion made at the outset of litigation against any of the Shareholder Released Parties for Covered Conduct under applicable procedure.

“Tolled Claims” has the meaning set forth in Section 9.02(a)(ii)(B).

“Total Litigation Costs” means, as of any date and in respect of any Payment Group, the sum of all Litigation Costs incurred or accrued by or on behalf of such Payment Group through such date; *provided*, that total Litigation Costs related to Specified GUC Claims for all Payment Groups in the aggregate shall not exceed \$50 million.

[“Transferor” means, with respect to an applicable QSF, a person for U.S. federal income tax purposes that transfers (or on behalf of whom an insurer or other person transfers) money or property to the QSF to resolve or satisfy claims as described in the Treasury Regulations Section 1.468B-1(c)(2).]

“Treasury Regulations” means the regulations promulgated from time to time under the Code (including any successor regulations).

“Tribe” has the meaning set forth in the Plan.

“Tribe TDP” has the meaning set forth in the Plan.

“Tribe Trust” has the meaning set forth in the Plan.

“Trust Certification” means, with respect to a Trust, a certification of the trustees thereof substantially in the form of Exhibit Q.

“Trusts” means the trusts subject to the terms hereof being Sackler Parties as set forth on Exhibit R, on account of their respective trustees entering into this Agreement, in their capacity as such.

“Unsold IAC Notice” has the meaning set forth in Section 3.07(a).

Section 1.02 Interpretative Provisions.

(a) The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Annexes and Exhibits are to the Articles, Sections, Annexes and Exhibits of this Agreement unless otherwise specified.

(c) All Exhibits and Annexes annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Annex but not otherwise defined therein shall have the meaning as defined in this Agreement.

(d) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import.

(f) The use of the word “or” shall not be exclusive.

(g) The word “will” shall be construed to have the same meaning and effect as the word “shall.”

(h) The word “party” shall, unless the context otherwise requires, be construed to mean a party to this Agreement. Any reference to a party to this Agreement or any other agreement or document contemplated hereby shall include such party’s estate, legal and personal representatives, successors and permitted assigns.

(i) Any reference in this Agreement to an estate of a deceased individual or trust as a person or party shall, unless the context otherwise requires, be construed to be or include, as the context may require, the personal representatives and trustees thereof, respectively, acting in their capacity as such personal representatives and trustees.

(j) Any reference in this Agreement to a “natural person” shall not, unless the context otherwise requires, be construed to include a personal representative or trustee that is a natural person acting solely in such person’s capacity as a personal representative or trustee of a deceased individual’s estate or a trust, respectively.

(k) Any reference in this Agreement to the rights and obligations of the estate of a deceased individual (including the JDS Estate) or a trust (including a Trust) that does not have a separate legal personality under applicable Law shall be construed as a reference to the rights and obligations of the personal representatives of such estate (including the JDS Estate) and the trustees of those trusts (including the Trusts), respectively, in their capacity as such.

(l) All references to “\$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(m) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(n) Any reference to any Contract shall be a reference to such agreement or contract, as amended, amended and restated, modified, supplemented or waived.

(o) A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefore and all rules, regulations and statutory instruments issued or related to such legislation.

(p) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. No prior draft of this Agreement nor any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parol evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernable from a reading of this Agreement without consideration of any extrinsic evidence. Although the same or similar subject matters may be addressed in different provisions of this Agreement, the Parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision

shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

(q) Unless the context otherwise requires, references to Net Proceeds, Sale Proceeds or IAC Non-Tax Distributions “received by” or “actually received by” an IAC Payment Party, or to the “receipt” of Net Proceeds, Sale Proceeds or IAC Non-Tax Distributions by an IAC Payment Party shall include Net Proceeds, Sale Proceeds, or IAC Non-Tax Distributions that have been received by PRA L.P. and would be received by such IAC Payment Party in a pro rata distribution thereof by PRA L.P. to its equity holders.

(r) Any references to a “payment number” with respect to a Payment Group shall mean the corresponding sequential aggregate Settlement Payment to be made by such Payment Group as set forth on Exhibit M of the applicable Settlement Agreements.

(s) Any references to “scheduled” with respect to the maximum Payment Obligation of a Payment Group on a given Payment Date shall mean the corresponding amount, as set forth on Exhibit M of the applicable Settlement Agreements.

(t) Any references to Plan Effective Date and Settlement Effective Date shall refer to the same calendar date given that the Plan Effective Date and Settlement Effective Date are each conditioned on the occurrence of the other date, among other conditions. Each of the Plan Effective Date and Settlement Effective Date shall be the same date or such date shall be deemed to have not occurred.

(u) Any references to “joint and several”, when referring to liabilities of Payment Parties within a Payment Group, shall have the meaning set forth in the Credit Support Annex applicable to such Payment Group, to the extent the phrase “joint and several” is defined therein.⁴

ARTICLE 2. SETTLEMENT PAYMENTS

Section 2.01 Payment⁵

(a) Settlement Payments. The Payment Parties, the MDT, the Settling States, the Private Claimants and the General Unsecured Creditors each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Third-Party Released Claims that each of the Payment Parties and the MDT have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation. Each Payment Party agrees that it shall, on a joint and several basis with the other Payment Parties within its Payment Group but on a several and not joint basis as among Payment Groups, pay or cause to be paid to the MDT, in the manner and at the times set forth herein, in each Settlement Agreement and in the Plan, and on the terms and conditions and subject to the limitations set forth herein and therein, (x) the amount payable with respect to the Estate Payments, the Third-Party Payor Payments, and the Personal Injury Payments, in each case, by each Payment Group, in connection with the Plan and (y) the amount payable by each Payment Group pursuant to each such Settlement Agreement.

(i) Notwithstanding anything to the contrary herein, the maximum scheduled payments in respect of the Settlement Amount required to be paid by each Payment Group on each Payment Date pursuant to the Plan and all Settlement Agreements, before the application of any

⁴ NTD: Parties to discuss.

⁵ Exhibit AA to contemplate one or more IACs will agree to make an estate payment simultaneous with the first payment which will reduce the amount Side A and Side B are obligated to pay the estate on the first payment date.

reductions or adjustments required by this Agreement, including those related to Non-Settling States (as defined in the Governmental Entity & Shareholder Direct Settlement Agreement) and before accounting for any prepayments, are set forth on Exhibit M. Specifically:

(A) Exhibit M-A: Titled “Maximum Payments by Payment Group Pursuant to the Plan and Related Direct Settlement Agreements Prior to Taking Account of the terms set forth in Section 2.01(g)”, Exhibit M-A sets forth the maximum amounts payable by Payment Group by Payment Date prior to taking account of the terms set forth in Section 2.01(g). Exhibit M-A is not used to determine any payment obligation of any Payment Group.

(B) Exhibit M-B: Titled “Maximum Payments by Payment Group Pursuant to the Plan and Related Direct Settlement Agreements After Taking Account of the terms set forth in Section 2.01(g)”, Exhibit M-B sets forth the maximum amount payable by Payment Group by Payment Date after taking account of the terms set forth in Section 2.01(g).

(C) Exhibit M-2: Titled “Maximum Payment Schedule”, Exhibit M-2 sets forth, for each Payment Date and Payment Group, the Estate Payments and the maximum amounts payable under the Settlement Agreements. Amounts set forth on Exhibit M-2 reflect the adjustments related to the terms set forth in Section 2.01(g).

(D) The actual Payment Date Obligations of each Payment Party are subject to the adjustments set forth in this Agreement, in the other Settlement Agreements, and in the Plan, as applicable, including, in particular, reductions of such Payment Date Obligations pursuant to the provisions of the Governmental Entity & Shareholder Direct Settlement Agreement and the other Settlement Agreements to account for parties that do not join (e.g., unearned Incentive Payments) and increases to account for additional payments otherwise due (e.g., catch up payments for later-earned Incentive Payments, RCR Top-Off Payments and SOR Top-Off Payments). For the avoidance of doubt, the amounts set forth in Exhibit M-2 do not include Payment Obligations other than Settlement Payment Obligations (e.g., IAC Bonus Payments or Breach Fees, as applicable).

(ii) Payment in full of all Payment Obligations by Payment Parties under this Agreement shall constitute full and complete satisfaction of all Payment Obligations of the Payment Parties under the Plan and all Settlement Agreements.

(iii) If any amounts are funded by the Payment Parties into a Grantor Trust Arrangement with respect to any Opt-Out Class Action Settlement pursuant to Section 10.01(a)(xix), and the corresponding Opt-Out Class Action Settlement Agreement has been executed (and all amounts potentially payable thereunder have become due and payable under the terms of such Out Class Action Settlement Agreement, disregarding, for such purposes, requirements or conditions assessed on an individual basis with respect to Private Claimants that may receive consideration under such Opt-Out Class Action Settlement) on or prior to the tenth (10th) Business Day immediately preceding the second (2nd) Payment Date, then all amounts due to the members of the relevant Class under such Opt-Out Class Action Settlement shall be released to the applicable Private Creditor Trust and the balance, if any, of such Grantor Trust Arrangement in respect of such Opt-Out Class Action Settlement shall be promptly released to or at the direction of the applicable Payment Parties. If any amounts are funded by the Payment Parties into a Grantor Trust Arrangement with respect to any such Opt-Out Class Action Settlement pursuant to

Section 10.01(a)(xix), and the corresponding Opt-Out Class Action Settlement Agreement has not been executed (or otherwise if any amounts potentially payable thereunder have not become due and payable under the terms of such Out Class Action Settlement Agreement, disregarding, for such purposes, requirements or conditions assessed on an individual basis with respect to Private Claimants that may receive consideration under such Opt-Out Class Action Settlement) on or prior to the tenth (10th) Business Day immediately preceding the second (2nd) Payment Date, all amounts funded by the Payment Parties into a Grantor Trust Arrangement with respect to such Opt-Out Class Action Settlement pursuant to Section 10.01(a)(xix) shall be promptly released to or at the direction of the applicable Payment Parties. If such Opt-Out Class Action Settlement Agreement is executed after such release from such Grantor Trust Arrangement to or at the direction of the Payment Parties, each Payment Party shall pay to the applicable Private Creditor Trust such amounts due and payable by it within ten (10) Business Days of delivery to such Payment Party of notice that such amounts are due and payable. Additional terms and conditions of the Grantor Trust Arrangement, including with respect to interest earned on amounts funded into Grantor Trust Arrangements, reserves and disposition of funds, are set forth in Exhibit Z (and to the extent of any conflict between this Section 2.01(a)(iii) and Exhibit Z, Exhibit Z shall control).⁶

(iv) The amounts set forth on Exhibit M-2 excluding Estate Payments, are collectively referred to as the “Direct Payments”. The Direct Payments, together with the Estate Payments, collectively constitute the “Settlement Payments”.

(v) To the extent the applicable Private Creditor Trust has not been formed, or is otherwise not in a position to receive its portion of the Initial Private Creditor Trust Distributions, amounts owed to the corresponding Private Creditor Trusts on the Settlement Effective Date shall be funded to an escrow account maintained by a third-party escrow agent, and the parties shall cooperate in good faith to cause such funds to be released to the MDT for further payment to such Private Creditor Trusts as promptly as practicable following the satisfaction of any conditions to such release contemplated herein.

(b) Payment of A-Side Payment Date Obligations. With respect to each A-Side Payment Group, on each Payment Date,

(i) the A-Side General Obligors shall pay, or cause to be paid (on a joint and several basis with the other A-Side General Obligors) to the MDT, on behalf of the A-Side Payment Groups, the A-Side Payment Date Obligation of such A-Side Payment Groups by the applicable Payment Date;

(ii) the A-Side Payment Parties that are trusts (other than the A-Side General Obligors and “bare trusts”) or other entities within each A-Side Payment Group shall pay, or cause to be paid (on a joint and several basis with the other remaining A-Side Payment Parties that are trusts or other entities within such A-Side Payment Group), to the MDT such A-Side Payment Group’s A-

⁶ Exhibit Z will provide that members of a class in an Opt-Out Class Action Settlement who do not “opt out” of the settlement (i.e., those who are bound by the releases contemplated thereby) will receive the actual interest generated on escrowed funds (net of tax distributions) from the Settlement Effective Date through the payment date, based on the escrow principal that correspond to the amounts finally determined to be payable to them. The Payment Party that is a party to the escrow agreement with respect to a Grantor Trust Escrow Account will select the investments made pursuant to such escrow agreement, which – investment shall consist of U.S. Treasuries and money market funds that invest in U.S. Treasuries. Any interest associated with amounts attributed to members of a class who “opt out” will be retained by the Payment Party that is a party to the escrow agreement with respect to such Grantor Trust Escrow Account.

Side Payment Date Obligation by the applicable Payment Date solely to the extent such A-Side Payment Date Obligation is not paid pursuant to clause (i); and

(iii) the A-Side Payment Parties that are natural persons or “Bare Trusts” within each A-Side Payment Group shall pay, or cause to be paid (on a joint and several basis with the other A-Side Payment Parties that are natural persons or “Bare Trusts” within such A-Side Payment Group), to the MDT such A-Side Payment Group’s A-Side Payment Date Obligation by the applicable Payment Date solely to the extent such A-Side Payment Date Obligation is not paid pursuant to clause (i) or (ii);

provided that (1) no A-Side General Obligor shall have any obligation to make any payment pursuant to this Section 2.01 (and shall not be in Breach or otherwise have any liability to the MDT for the failure to make any payment) if and to the extent it does not have sufficient liquid assets (not including any amounts reserved in good faith for the payment of Taxes or any other Permitted Withdrawals applicable to such A-Side General Obligor) to do so; (2) no A-Side General Obligor shall have any obligation to make any payment in respect of A-Side Payment Group 8 other than the \$133 million payment on the Settlement Effective Date contemplated by Section 2.01(g); and (3) nothing in this Section 2.01(b) shall limit the MDT’s right to seek payment in full from any A-Side Payment Party of its A-Side Payment Date Obligation without any requirement to seek collection first from any A-Side General Obligor or any other A-Side Payment Party.

(c) Payment of B-Side Payment Date Obligations. With respect to each Payment Date, each B-Side Payment Group shall pay, or cause to be paid (on a joint and several basis among the members of such B-Side Payment Group, subject to Section 9.03), to the MDT its B-Side Payment Date Obligation by the applicable Payment Date.

(d) Payments by Beacon Trust. All payments by any A-Side Payment Group, except as otherwise designated, shall be made directly or indirectly to Beacon Trust (which received substantial distributions indirectly from Purdue) and contributed by Beacon Trust through intervening entities to Pharmaceutical Research Associates L.P. (“PRA L.P.”), which shall make the required payments under this Section 2.01 to the MDT in accordance with Section 2.01(f) below. All such payments made directly or indirectly to Beacon Trust by any A-Side Payment Group shall be paid, dollar for dollar, to the MDT by PRA L.P.

(e) Payments by 74A Trust. All payments by any B-Side Payment Group, except as otherwise designated, shall be made directly or indirectly to the Trust formed under agreement of trust dated November 5, 1974 for the benefit of Beverly Sackler (the “74A Trust”) (which received substantial distributions indirectly from Purdue) and contributed by the 74A Trust through intervening entities to PRA L.P., which shall make the required payments under this Section 2.01 to the MDT in accordance with Section 2.01(j) below. All such payments made directly or indirectly to the 74A Trust by any B-Side Payment Group shall be paid, dollar for dollar, to the MDT by PRA L.P.

(f) Allocation of Payments.

(i) For all purposes of this Agreement, (A) the first \$133 million of any payment by the A-Side General Obligors on the Settlement Effective Date shall be deemed to have been made by A-Side Payment Group 8 (and not any other A-Side Payment Group) and (B) all other payments by an A-Side General Obligor (including any amount paid on the Settlement Effective Date in excess of \$133 million, any amount paid on any other Payment Date, and any amount paid pursuant to Section 2.02) shall be deemed to have been made by each other A-Side Payment Group (excluding A-Side Payment Group 8) in an amount equal to the lesser of (i) one-seventh (1/7) of

such payment and (ii) such A-Side Payment Group's unpaid Settlement Payment Obligations, provided that if the unpaid Settlement Payment Obligations of any A-Side Payment Group (other than A-Side Payment Group 8) is zero or is reduced to zero by such allocation, then any unallocated portion of such payment by an A-Side General Obligor shall be deemed to have been made in equal proportion by each of the A-Side Payment Group(s) (other than A-Side Payment Group 8) whose unpaid Settlement Payment Obligations are greater than zero.

(ii) Any payment by a Payment Party that is a Crossover Member (other than any A-Side General Obligor or Common B-Side Payment Party), shall be deemed to have been made in equal amounts by each Payment Group of which such Crossover Member is a member.

(iii) For all purposes of this Agreement (including the definition of Settlement Payment Obligation), any payment by any B-Side Payment Party that is a member of more than one B-Side Payment Group (such B-Side Payment Party, a "Common B-Side Payment Party"), shall be deemed to have been made by each B-Side Payment Group, in an amount equal to the lesser of (A) one-half (1/2) of such payment and (B) such Payment Group's unpaid Settlement Payment Obligations; *provided that* if such payment is made by the 74A Trust as a result of a B-Side Payment Party's payment to the 74A Trust pursuant to Section 2.01(e), then, for so long as the 74A Trust is a Common B-Side Payment Party, such payment by the 74A Trust shall be deemed to have been made by the B-Side Payment Group in the amount such Payment Group paid to 74A Trust for such payment.

(g) A-Side Payment Group 8 Payments. Notwithstanding anything to the contrary in this Agreement or otherwise:

(i) On the Settlement Effective Date:

(A) A-Side General Obligors shall pay \$133,000,000 to the MDT and such payment shall have been deemed to have been made by A-Side Payment Group 8; and

(B) A-Side Payment Group 8 shall pay \$50 million to the MDT (the "Required SHP Emergence Payment").

(ii) On the fifth (5th) Payment Date, A-Side Payment Group 8 shall pay \$20,869,075.51 to the MDT, subject to Section 2.01(g)(iv).

(iii) On the sixth (6th) Payment Date, A-Side Payment Group shall pay \$21,808,183.91 to the MDT subject to Section 2.01(g)(iv).

(iv) A-Side Payment Group 8 shall have the option to prepay on the Settlement Effective Date, in whole or in part with at least sixty (60) calendar days prior written notice to the MDT, the Governmental Consent Parties, and the Sackler Parties' Representative, its payment obligations due on the fifth (5th) Payment Date and/or sixth (6th) Payment Date. The amount of any such prepayment shall be equal to the net present value of the nominal amounts otherwise payable by A-Side Payment Group 8 on the fifth (5th) Payment Date and sixth (6th) Payment Date, discounted at an annual rate of 4.5% to the Settlement Effective Date. Prepayment amounts shall be applied first to prepay all or a portion of the amount due on the sixth (6th) Payment Date, with any excess applied to the fifth (5th) Payment Date. Should A-Side Payment Group 8 elect to exercise this prepayment option in full, the amount related thereto to be paid on the Settlement Effective Date shall be \$35,000,000.00, of which \$17,500,000.00 shall be attributable to each of the fifth (5th) Payment Date and the sixth (6th) Payment Date. By way of example only, should A-Side Payment

Group 8 elect to exercise this prepayment option in part in the amount of \$20,000,000.00, (x) \$2,500,000.00 of such amount shall be attributable to the fifth (5th) Payment Date, and the remaining amount payable by A-Side Payment Group 8 on the fifth (5th) Payment Date (after application of the 4.5% discount rate described above) shall be \$17,887,779.00, and (y) \$17,500,000.00 of such amount shall be attributable to the sixth (6th) Payment Date, and no other amounts shall be payable by A-Side Payment Group 8 on the sixth (6th) Payment Date. For the avoidance of doubt, in no event shall any Payment Group other than A-Side Payment Group 8 be entitled to make any prepayments pursuant to this Section 2.01(g)(iv).

(v) If A-Side Payment Group 8 elects to exercise its prepayment option, then:

(A) The Settlement Payment Obligation of each A-Side Payment Group (other than A-Side Payment Group 8) due on the Settlement Effective Date shall be reduced by one-seventh (1/7th) of the amount of the prepayment by A-Side Payment Group 8; and

(B) The Settlement Payment Obligation due on fifth (5th) Payment Date or sixth (6th) Payment Date, as applicable, of each A-Side Payment Group (other than A-Side Payment Group 8) shall be increased by one-seventh (1/7th) of the nominal amount prepaid by A-Side Payment Group 8.

(vi) The total amounts in this section 2.01(g)(i) to (iv) are the agreed upon present value of A-Side Payment Group 8's total \$345 million obligation. Each applicable Exhibit M will be revised to reflect the adjustments described in this Section 2.01(g).

(vii) The A-Side General Obligors and A-Side Payment Group 8 shall fund, at least five (5) Business Days prior to the Settlement Effective Date, the respective amounts payable by them pursuant to this Section 2.01(g) via escrow or a similar arrangement pursuant to which (A) each such amount will be released to the MDT on the Settlement Effective Date only upon receipt of all such amounts, and (B) if any of such amounts are not released to the MDT on or prior to the Settlement Effective Date, all amounts funded into such escrow or similar arrangement will be returned to the respective parties who funded such amounts. In the event that the amounts funded into such escrow or similar arrangement are returned to the respective parties who funded such amounts in accordance herewith, A-Side Payment Group 8 shall be deemed to no longer be a party or subject to this Agreement or any of its terms, and the parties will retain all of their respective rights, remedies and defenses under applicable laws. For the avoidance of doubt, it is agreed and understood that to the extent that the MDT does not receive all of the amounts set forth in Section 2.01(g)(i) on or prior to the Settlement Effective Date, this Section 2.01(g) (other than clause (B) of this Section 2.01(g)(vii)) shall be deemed null and void, and no further obligations shall exist between the parties hereto with respect thereto.

(viii) Except as provided in this Section 2.01(g), A-Side Payment Group 8 shall have no obligation to make any other Settlement Payments under this Agreement or otherwise. In addition, notwithstanding anything to the contrary in this Agreement or otherwise, A-Side Payment Group 8 shall not have any Retained Payment Amounts, and A-Side Payment Group 8 shall have no obligation to make any RCR Top-Off Payments, SOR Top-Off Payments, (i.e., on the basis that A-Side Payment Group 8 would not have Retained Payment Amounts) or IAC Sale Bonus Payments. In addition, in no event will the breach of this Agreement or any other Settlement Agreement by any of the A-Side Payment Groups other than A-Side Payment Group 8 have any impact on A-Side Payment Group 8 hereunder (including, without limitation, that the MDT shall not be entitled to exercise the Release Remedy against the Family Group of which the Payment Parties in A-Side

Payment Group 8 are members). The Parties agree that, notwithstanding anything to the contrary in this Agreement or otherwise, the allocation of the \$133 million payment to A-Side Payment Group 8 pursuant to Section 2.01(g)(i)(A) above, and any other provisions in this Agreement relating thereto (including Section 9.02(a)(v)), do not create any obligation on the part of A-Side Payment Group 8 to pay such amount or any portion thereof, and that the failure by the A-Side General Obligors to pay any such amount shall not be a breach of this Agreement by A-Side Payment Group 8 or give rise to any remedies against A-Side Payment Group 8, other than the rights described in this Section 2.01(g).

(ix) The A-Side General Obligors shall have no obligation with respect to A-Side Payment Group 8 other than to make the payment referred to in Section 2.01(g)(i)(A). No member of any other A-Side Payment Group (other than the A-Side General Obligors) shall have any obligation or liability in respect of the obligations of the A-Side General Obligors set forth Section 2.01(g)(i)(A).

(h) Reserved.

(i) Except as provided in Section 9.03, (1) each Payment Party agrees that its obligations with respect to the Payment Obligations owed by its Payment Group, and such Payment Party's obligations arising as a result of its joint and several liability with each other Payment Party within its Payment Group as provided herein, shall be separate and distinct obligations, but all such obligations shall be primary obligations of each such Payment Party and (2) if a Specified Breach has occurred and is continuing with respect to any Payment Group and the MDT has elected to exercise the Payment Remedy in connection with such Specified Breach pursuant to Section 9.02, the MDT may, solely in accordance with Section 9.02 and subject to Section 9.03, proceed directly and at once, against any Payment Party within such Payment Group to collect and recover the full amount, or any portion of, such Payment Group's Settlement Payment Obligations, without first proceeding against any other Payment Party or any other Person, or against any Collateral securing the Settlement Payment Obligations of such Payment Group. Each Payment Party waives all suretyship defenses and consents and agrees that the MDT (and all other Secured Parties) shall be under no obligation to marshal any assets in favor of any Payment Group or against or in payment of any or all of the Settlement Payment Obligations.

(j) All payments made to the MDT pursuant to this Section 2.01 shall be made by wire transfer of immediately available funds to the account set forth on Exhibit G (or such other account(s) of the MDT as may be designated by the MDT to the Sackler Parties' Representative and A-Side Payment Group 8 Representative in accordance with Section 11.02 at least ten (10) Business Days prior to the applicable Payment Date). The Parties will determine appropriate funds flow mechanics to ensure timely receipt of funds.

(k) Other than as required by Section 2.06, (i) all payment and collateral obligations of any non-breaching Payment Group to the MDT hereunder shall terminate at such time when such Payment Group's Payment Obligations (excluding the IAC Sale Bonus Payment) hereunder, including any applicable RCR Top-Off Payment or a SOR Top-Off Payment, have been paid in full in cash (including as contemplated by Section 2.02) in accordance with the provisions hereof (regardless of whether another Payment Group is in Breach, including if such other Payment Group has not yet paid its Settlement Payment Obligations hereunder), and (ii) upon such payment in full of such non-breaching Payment Group's Payment Obligations (excluding the IAC Sale Bonus Payment), such Payment Group's Credit Support Annex and any related Collateral Documents with respect to the Payment Group and its Payment Parties shall terminate and all corresponding security interests shall be released, *provided*, that, notwithstanding the foregoing, any Collateral that constitutes IAC Collateral shall not be so discharged until the IAC Sale

Bonus Payment obligations (if any) of the IAC Payment Party who owns such IAC Collateral have either been satisfied in full or otherwise terminated pursuant to this Agreement.

(l) Each Payment Group may prepay in cash all or any portion of its Settlement Payment Obligations at nominal value at any time, without any discount applied (an “Advance Settlement Payment”) by providing at least thirty (30) calendar days prior written notice to the MDT (an “Advance Payment Notice”). Any Advance Payment Notice shall be delivered by the Sackler Parties’ Representative and shall specify: (i) the nominal amount of the Settlement Payment Obligation being prepaid by such Advance Settlement Payment (the “Advance Amount”), (ii) the Payment Date to which such Advance Amount shall be applied (such date, the “Advance Target Date”) and (iii) the date on which the Advance Settlement Payment is expected to be made (the “Advance Payment Date”). On the Advance Payment Date, the Payment Group delivering the Advance Payment Notice shall pay the Advance Amount to the MDT. Following such payment, the Payment Group’s Settlement Payment Obligation for the Advance Target Date shall be reduced by the Advance Amount (such reduction to be allocated between “base payments,” “incentive payments” and any other payments (e.g., fees and costs) under the relevant Settlement(s) in accordance with the instructions in the Advance Payment Notice) and any applicable RCR Top-Off Payment or a SOR Top-Off Payment. A Payment Group’s right to make Advance Settlement Payments shall be subject to the following limitations:

(i) the Advance Amount for an Advance Target Date shall not be larger than the anticipated Settlement Payment Obligation due on such Advance Target Date. The “anticipated Settlement Payment Obligation” for an Advance Target Date shall reflect the incentive levels earned by the settling parties as of the Advance Payment Date;

(ii) if a Payment Group has made an Advance Settlement Payment and the Advance Amount is ultimately less than its Settlement Payment Obligation due on the relevant Advance Target Date, the relevant Payment Group shall pay the remaining balance on the Advance Target Date as part of its Settlement Payment Obligation. Conversely, if the Advance Amount ultimately exceeds its Settlement Payment Obligation due on the Advance Target Date, the excess shall be credited to the Payment Group and applied to its next scheduled Settlement Payment Obligation(s) in direct chronological order, *provided* that if a Payment Group has prepaid all subsequent Payment Obligations and, as of the last Payment Date on which such Payment Group owes a payment, and such Payment Group has overpaid its Settlement Payment Obligations in respect of all subsequent prepaid Payment Dates (for such purposes, treating incentives that have been earned since the prior prepayments and incentives still eligible to be earned, in each case, as having been earned), then such overpayment shall be credited against the Settlement Payment Obligations of such Payment Group falling due on such last Payment Date. Any disputes concerning the accuracy of an overpayment shall be decided by fast track arbitration pursuant to Section 11.13; and

(iii) to the extent that such Payment Group prepays only a portion of such Settlement Payment Obligations due on a Payment Date, such Payment Group shall have (x) retained (i.e., not prepaid) the obligation to fund at least (i) \$4 million with respect to a B-Side Payment Group and (ii) \$1 million with respect to an A-Side Payment Group, in each case, of the Estate Payment due on such Payment Date in such prepayment or (y) on or prior to the last Payment Date on which such Payment Group owes a payment, placed into one or more Prepayment Escrow Accounts an amount equal to the maximum amount that may become payable by such Payment Group in respect of such future Settlement Payment Obligations, without discount; provided that in accordance with Exhibit Z, there shall be a separate Prepayment Escrow Account established with respect to each Transferor that makes a payment to such accounts on behalf of a Payment Group; provided, however, that in the event there are any additional Payment Obligations due on a given Payment Date in excess of the total amount in all of the Prepayment Escrow Accounts with respect to such

Payment Group, such amounts shall be paid in full by such Payment Group on such Payment Date, and any subsequent Payment Breach shall be subject at all times to all the remedies and other provisions of this Agreement, including the Payment Remedy and Release Remedy, irrespective of whether the breach is of an Estate Payment or a Direct Payment.

(m) From and after such time as a Payment Group has paid its applicable Payment Obligations in full (including pursuant to prepayments under this Section 2.01), such Payment Group shall forfeit all rights with respect to the Released Claims Reserves or Special Operating Reserve.

Section 2.02 Settlement Prepayments.

(a) Any Payment Group shall have the right, subject to the limitations set forth in this Section 2.02, to prepay all or a portion of any Settlement Payment included in its fourteenth (14th), fifteenth (15th) and/or sixteenth (16th) Settlement Payment Obligation in whole or in part, without premium or penalty (a “Settlement Prepayment”) subject to this Section 2.02 by providing written notice to the MDT and the Settlement Administrator (a “Prepayment Notice”) no more than forty-five (45) calendar days, and no less than thirty (30) calendar days, before the prepayment. Any Prepayment Notice shall be delivered by the Sackler Parties’ Representative and shall specify: (a) the nominal amount of the Settlement Payment Obligation being prepaid by such Settlement Prepayment (the “Nominal Prepayment Amount”), (b) the Payment Date to which such Nominal Prepayment Amount shall be applied (such date, the “Target Payment Date”), (c) the date on which the Settlement Prepayment is expected to be made (the “Prepayment Date”) and (d) the net present value of the Settlement Prepayment as of the Prepayment Date using a discount rate equal to the Prime Rate on the date of the Prepayment Notice plus 1.75%, consistent with the formula in Section 2.02(d) (such net present value amount, the “Net Prepayment Amount”). The right to make Settlement Prepayments shall commence on (x) with respect to the fourteenth (14th) Settlement Payment Obligation, the date the fifth (5th) Settlement Payment Obligation is due, (y) with respect to the fifteenth (15th) Settlement Payment Obligation, the date the fourth (4th) Settlement Payment Obligation is due, and (z) with respect to the sixteenth (16th) Settlement Payment Obligation, the date the third (3rd) Settlement Payment Obligation is due. Any prepayment described in this Section 2.02 can be made on or after the designated commencement date (e.g., a Payment Group can prepay all or any part of its designated share of its fourteenth (14th) Settlement Payment Obligation at any time on or after the date that the fifth (5th) Settlement Payment Obligation is due).

(b) On the Prepayment Date, the electing Payment Group shall pay the Net Prepayment Amount to the MDT. Following such payment, the Payment Group’s Settlement Payment Obligation for the Target Payment Date shall be reduced by the Nominal Prepayment Amount (such reduction to be allocated between Estate Payments and Direct Payments in accordance with the instructions in the Prepayment Notice and, with respect to Direct Payments, shall be allocated ratably among Base Payments, Incentive Payments (to the extent known as of the Payment Date, to be payable on the Target Payment Date) and other payments (e.g., fees and costs). Exhibit M will be updated by the MDT to give effect to such reduction consistent with the Prepayment Notice, and going forward such updated schedule will be Exhibit M.

(c) A Payment Group’s right to make Settlement Prepayments shall be subject to the following limitations:

(i) Each A-Side Payment Group and B-Side Payment Group shall only have the prepayment rights specified on Exhibit L. A Payment Group’s total Nominal Prepayment Amount may not exceed the maximum specified for that Payment Group on Exhibit L, and its Nominal Prepayment Amount for any Payment Date may not exceed the corresponding maximum set for that Payment Group on that date on Exhibit L.

(ii) Prepayments may apply to Direct Payments, Estate Payments or both Direct Payments and Estate Payments according to the instructions of the Payment Group in its Prepayment Notice *provided* that, in the event as of the thirteenth (13th) Payment Date a Payment Group's Settlement Prepayments with respect to the fourteenth (14th), fifteenth (15th) or sixteenth (16th) Settlement Payment Obligation are insufficient to prepay the total Settlement Payment Obligation of such Payment Group on the applicable Target Payment Date (for such purposes, taking into account incentives that have been earned since the prior prepayments and treating incentives still eligible to be earned as having been earned), then such Payment Group shall have either (x) retained (i.e., not prepaid) the obligation to fund at least (i) \$4 million with respect to a B-Side Payment Group and (ii) \$1 million with respect to an A-Side Payment Group, in each case, of the Estate Payment due on such Payment Date in such Settlement Prepayment, or (y) on or prior to the thirteenth (13th) Payment Date, placed into a Prepayment Escrow Account an amount equal to the maximum amount that may become payable by such Payment Group in respect of such fourteenth (14th), fifteenth (15th) or sixteenth (16th) Settlement Payment Obligation, without discount; provided that in accordance with Exhibit Z, there shall be a separate Prepayment Escrow Account established with respect to each Transferor that makes a payment to such accounts on behalf of a Payment Group; provided, however, that in the event there are any additional Payment Obligations due on a given Payment Date in excess of the total amount in all of the Prepayment Escrow Accounts with respect to such Payment Group, such amounts shall be paid in full by such Payment Group on such Payment Date, and any subsequent Payment Breach shall be subject at all times to all the remedies and other provisions of this Agreement, including the Payment Remedy and Release Remedy, irrespective of whether the breach is of an Estate Payment or a Direct Payment.

(iii) The Nominal Prepayment Amount for a Target Payment Date shall not be larger than the anticipated Settlement Payment Obligation due on such Target Payment Date. The "anticipated Settlement Payment Obligation" for a Target Payment Date shall reflect the incentive levels earned by the settling parties as of the Prepayment Date and any offsets or adjustments known at that time pursuant to the terms of the relevant Settlement Agreement and the Plan.

(iv) If a Payment Group has made a Settlement Prepayment and the Nominal Prepayment Amount is ultimately less than its Settlement Payment Obligation due on the relevant Target Payment Date, the relevant Payment Group shall pay the remaining balance on the Target Payment Date as part of its Settlement Payment Obligation. Conversely, if the Nominal Prepayment Amount ultimately exceeds its Settlement Payment Obligation due on the Target Payment Date, the excess shall be credited to the Payment Group and applied to its subsequent scheduled Settlement Payment Obligation(s) in chronological order, starting with its next Settlement Payment Obligation due; *provided* that if as of the thirteenth (13th) Payment Date a Payment Group has overpaid its Settlement Payment Obligations in respect of all subsequent Payment Dates (for such purposes, taking into account incentives that have been earned since the prior prepayments and treating incentives still eligible to be earned as having been earned), then such overpayment shall be credited against the Settlement Payment Obligations of such Payment Group falling due on to the thirteenth (13th) Payment Date.

(d) The Net Prepayment Amount for a given Settlement Prepayment shall be determined by evaluating the following expression: $\text{Nominal Prepayment Amount of such Settlement Prepayment} / ((1.0175 + \text{the Prime Rate on the date of the Prepayment Notice expressed as a decimal}) ^ ((\text{the number of days between the Target Payment Date and the Prepayment Date}) / 365))$ where '/' denotes division and '^' denotes exponentiation.

(e) The MDT in consultation with the Settlement Administrator shall review each Prepayment Notice to determine the accuracy of all calculations included in the notice, and shall inform the relevant Payment Group of its determination within fifteen (15) calendar days of receiving the notice. Any disputes concerning the accuracy of such Prepayment Notice shall be decided by fast track arbitration pursuant to Section 11.13.

Section 2.03 Modification to Payments Obligations. The parties agree that following the Settlement Effective Date and payment by a Payment Group of all amounts payable by it in connection with the Settlement Effective Date and excluding the prepayment rights set forth in Section 2.01(l) and Section 2.02, which prepayment provisions shall be unaffected by this Section 2.03, any Payment Obligations of such Payment Group may be prepaid on terms and conditions agreed by the Master Disbursement Trust with the written consent of (i)) the Sackler Parties' Representative (except for any prepayment or other modification of any Payment Obligation of A-Side Payment Group 8), (ii) the A-Side Payment Group 8 Representative (solely in respect of any prepayment or other modification of any Payment Obligation of A-Side Payment Group 8), and (iii) the MDT Advisory Council acting by an affirmative vote of all five (5) state representatives on the MDT Advisory Council (i.e., four (4) representatives of Settling States and the one (1) representative selected by the four (4) representatives of Settling States).

Section 2.04 Payments Pending Appeals.

(a) If, on the Settlement Effective Date, an appeal of the Confirmation Order or any Settlement Agreement is pending but (x) such order or agreement has not been stayed and (y) the Plan, Confirmation Order or Settlement Agreement has not been modified by a court of competent jurisdiction in a manner that materially and adversely affects the rights, interests or obligations of the Payment Parties, the Debtors, the Creditors' Committee, the Settling Private Claimants, any Governmental Consent Party, the Settling States, the MDT, or the Shareholder Released Parties, the existence of such an appeal shall not be an impediment to the satisfaction of the conditions to the Settlement Effective Date set forth in Section 10.01 and the Sackler Parties shall make Settlement Effective Date payments under each Settlement Agreement and the Plan, subject to the terms hereof. If, after the Settlement Effective Date, an appeal of the Confirmation Order or any Settlement Agreement is pending but such order has not been vacated or reversed, the Sackler Parties shall make payments under each Settlement Agreement and the Plan, subject to the terms hereof.

(b) In the event that, following the Settlement Effective Date, a court of competent jurisdiction modifies, reverses or vacates the Confirmation Order or modifies the Plan, Confirmation Order, or the Settlement in a manner that materially and adversely affects the rights, interests, or obligations of the Payment Parties, the Debtors, the Creditors' Committee, the Settling Private Claimants, any Governmental Consent Party, the Settling States, the MDT, or the Shareholder Released Parties, (the "Appellate Decision"), all of the following shall apply:

(i) At the discretion of each of the Sackler Parties' Representative, the Debtors, the Creditors' Committee (if in existence), the Governmental Consent Parties, the MDT or the A-Side Payment Group 8 Representative (but in the case of the A-Side Payment Group 8 Representative, only if the rights, interests, or obligations of A-Side Payment Group 8 are materially and adversely affected in a manner that is disproportionate relative to the effects of such action on the rights, interests, or obligations of the other Payment Parties, taken as a whole), in each case, whose rights, interests, or obligations are materially and adversely affected by such court ruling (the "Affected Parties"), each such Affected Party, in good faith consultation with the other aforementioned parties, may: (A) seek to appeal such modification or vacatur, and/or (B) seek to modify the Plan, Confirmation Order, or the Settlement, as applicable, in a manner that is mutually acceptable to the relevant parties; provided that if the Sackler Parties Representative or A-Side Payment Group 8 Representative (as applicable) elects to pursue either option, each of the Debtors, the Creditors'

Committee (if in existence), the Governmental Consent Parties, and the MDT shall continue to comply with the terms of the Settlement and in accordance with this Section 2.04 while such option is being pursued unless a court of competent jurisdiction determines that such Sackler Parties Representative's or A-Side Payment Group 8 Representative's election is unreasonable under the circumstances taken as a whole. If (x) either option is pursued and (y) this Agreement is not otherwise terminated, all Payment Obligations of the Sackler Parties coming due thereafter under the Settlement Agreements or the Plan will be deposited in one or more Appeals Accounts by the applicable Transferor(s) on the date(s) provided for in this Agreement, in each case, without reduction, offset or reallocation as otherwise contemplated or permitted under this Agreement (including Exhibit N), provided that in accordance with Exhibit Z, there shall be a separate Appeals Account established with respect to each Transferor that makes a payment to such accounts on behalf of a Payment Group. No amounts shall be withdrawn from the Appeals Account for any purpose (including the funding of any Replenishment Transfer, provided that the Sackler Parties shall also not be required to make any RCR Top-Off Payments or SOR Top-Off Payments) other than in accordance with this Section 2.04. If the Plan, Confirmation Order, and/or the Settlement (as applicable) is later consummated or reinstated in its original form or in a fashion acceptable to the Affected Parties (the date of such consummation or reinstatement, the "Reinstatement Date"), any amounts deposited into the Appeals Account, including interest, will be remitted within fourteen (14) calendar days after such Reinstatement Date to the MDT to be distributed in accordance with the Plan and the applicable Settlement Agreement(s) as if the reversal or vacatur never occurred. In that event, the MDT shall make all Replenishment Transfers, and the relevant Payment Groups shall make all of their RCR Top-Off Payments and SOR Top-Off Payments, in each case to the extent such transfers and payments would have been required during the period the Appeals Account was funded. All such payments shall be made within ten (10) Business Days following the date the funds are remitted to the MDT. Amounts paid to Settling Parties and/or the MDT prior to the Appellate Decision (including the Special Operating Reserve and/or the Released Claims Reserves) shall continue to be available for use (including distribution) in accordance with the terms of the Agreement, the Settlement Agreements and the Plan then in existence prior to such Appellate Decision.

(ii) In connection with a determination to pursue (A) or (B) under Section 2.04(b)(i) above, the relevant parties shall cooperate in good faith to revise the Plan, Confirmation Order, or the Settlement and/or to pursue appeals (as appropriate) in a manner that materially maintains the spirit and substance of the Plan, Confirmation Order, and the Settlement, *provided* that, in connection therewith and so long as either option is being pursued: (A) following the Settlement Effective Date, all Estate Causes of Action against the Shareholder Released Parties otherwise released pursuant to the Plan shall continue to be exclusively controlled by the Master Disbursement Trust; (B) each Party shall continue to comply with the terms of the Settlement (as modified by this Section 2.04), including that any releases of the Shareholder Released Parties provided by claimants who have received any payment (including partial payment) of the obligations set forth in the Plan and applicable Settlement Agreement(s) shall remain in effect notwithstanding such reversal or vacatur, subject to any rights set forth in the applicable Settlement documentation, including any rights to terminate such releases (other than solely as a result of (I) the pursuit of an appeal as set forth in this Section 2.04 or (II) an Appellate Decision to the extent that it gives rise to the applicability of this Section 2.04(b) or Section 2.04(c)); (C) any tolling or tolling agreements provided by the Sackler Parties shall remain in full force and effect; (D) nothing herein shall prevent the parties from entering into private settlement(s) substantially similar to those set forth in the Plan and Settlement; (E) none of the Debtors, the MDT, or any other Settling Party shall seek from any Shareholder Released Party any additional payment amounts or other economic concessions beyond the aggregate amounts that are agreed in the Settlement (subject to applicable most-favored nations provisions, if any); (F) none of the Sackler Parties shall seek from any Settling

Party, the Debtors, or the MDT any economic concessions beyond what is agreed in the Settlement; (G) none of the Settling Parties, the Debtors, or the MDT shall accept any amounts or other economic concession beyond what they agreed to receive herein on account of any new settlement agreement with the Sackler Parties (other than in respect of applicable most-favored nations provisions, if any); and (H) the MDT and Settling Parties shall consent to modification of the Plan and Settlement so long as such modifications preserve the economic equivalent of the existing Plan and Settlement and do not materially and adversely affect their rights, interests and obligations under the Settlement; in case of clauses (A)-(H), subject to the following proviso, as applicable; provided, further, however, notwithstanding anything to the contrary contained herein, no party shall be required to consent to a modification of the Plan, Confirmation Order, or Settlement that is materially adverse to the rights, interests, or obligations taken as a whole of such party under the Plan or the Settlement.

(iii) If a court of competent jurisdiction modifies, reverses or vacates the Confirmation Order, the Plan, or the Settlement, as applicable, in a manner that materially and adversely affects the rights, interests, or obligations of (A) the Payment Parties, and the Sackler Party Representative or A-Side Payment Group 8 Representative (but in the case of the A-Side Payment Group 8 Representative, only if the rights, interests, or obligations of A-Side Payment Group 8 are materially and adversely affected in a manner that is disproportionate relative to the effects of such action on the rights, interests, or obligations of the other Payment Parties, taken as a whole) determines not to pursue the options set forth in subsection (b)(i) hereof, the Sackler Party Representative or A-Side Payment Group 8 Representative (as applicable) shall have the right to terminate this Agreement on thirty (30) calendar days written notice to all other parties, or (B) the MDT or the Governmental Consent Parties, if following the pursuit of an appeal, the Plan, Confirmation Order, or Settlement is not subsequently reinstated in original form and/or the parties are not otherwise able to reach an agreement in principle to revise the Plan, Confirmation Order, or Settlement in a manner that materially maintains the substance of the Plan, Confirmation Order, and Settlement or that is otherwise acceptable to the applicable parties within one-hundred twenty (120) calendar days (or such extended period as may be agreed to in writing by the (i) Master Disbursement Trust with the unanimous consent of the MDT Advisory Council; and (ii) the Sackler Party Representative), the MDT shall have the right to terminate this Agreement on thirty (30) calendar days written notice to all other parties.

(c) If, following reversal or vacatur of the Confirmation Order, the Plan, Confirmation Order, or Settlement is not subsequently reinstated in original form, and the parties fail to revise the Plan, Confirmation Order, or Settlement in a manner that materially maintains the spirit and substance of the Plan, Confirmation Order, and Settlement, or if this Agreement is terminated, then (i) any payments previously made to any Settling Party pursuant to the Plan or any Settlement Agreement (other than amounts returned in accordance with Section 2.04(c)(iv)) shall be credited against any future settlement agreement among the respective parties or judgment obtained by the Settling Parties against any Shareholder Released Party, (ii) the releases of the Shareholder Released Parties provided by the Estate and any releasing parties whose entitlements under the Plan and applicable Settlement Agreements are not paid in full (without regard to contingent amounts potentially payable from the Special Operating Reserve or any other reserve provided for under the Settlement) shall become null and void, (iii) notwithstanding termination of this Agreement or any Settlement Agreement or vacatur of the Confirmation Order, any releases of releasing parties that are, at any time prior to termination of this Agreement in accordance with its terms, paid the full amount that would be payable to such parties under the Settlement (without regard to any Appellate Decision or contingent amounts potentially payable from the Special Operating Reserve or any other reserve provided for under the Settlement) shall continue in effect unaltered and in perpetuity and no such releasing party shall seek or receive any additional recovery from any party on account of any Causes of Action that would constitute Shareholder Released Claims had the Settlement been fully in effect,

and (iv) any amounts, including interest, in the Appeals Accounts [shall be returned to the applicable Transferor]⁷ and any amounts, including interest, if any, in the Special Operating Reserve shall be paid to PRA L.P.

(d) This Section 2.04 of this Agreement shall be additionally incorporated into the Plan and each Settlement Agreement, *mutatis mutandis*, and survive any order by a court of competent jurisdiction that deems a provision of the Plan, Confirmation Order, Third-Party Releases, or Channeling Injunction to be null, void, illegal or unenforceable.

(e) Nothing in this Section 2.04 shall be construed to restrict any party's ability to appeal any decision of a court that reverses or vacates the Confirmation Order or modifies the Plan, Confirmation Order, or the Settlement in a manner that materially and adversely affects the rights or obligations of such party.

Section 2.05 Appeals; Motion to Stay.

(a) Direct Appeal. In the event the Confirmation Order is not entered by the United States District Court for the Southern District of New York in first instance, if any appeal is taken from the Confirmation Order that could result in vacatur, modification or reversal of the Confirmation Order with respect to the Shareholder Releases (any particular such appeal, the "Appeal"), the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors' Committee (if it is in existence), shall promptly request that all appellants and appellees with respect to the Appeal consent that the Appeal be certified for direct appeal to the Second Circuit (any particular such direct appeal, the "Direct Appeal") in accordance with 28 U.S.C. § 158(d)(2), and to certify jointly with the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors' Committee (if it is in existence), that at least one of either 28 U.S.C. § 158(d)(2)(A)(i), 28 U.S.C. § 158(d)(2)(A)(ii), or 28 U.S.C. § 158(d)(2)(A)(iii) applies with respect to the Appeal. The Sackler Parties agree to provide such consent. If such consent and joint certification cannot be obtained promptly with respect to all such appellants and appellees, the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors' Committee (if it is in existence), shall promptly request such consent with respect to a majority of such appellants and appellees to make a joint request for certification under 28 U.S.C. § 158(d)(2)(B)(ii). If such consent cannot be promptly obtained, the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors' Committee (if it is in existence), shall promptly make a motion to the Bankruptcy Court under 28 U.S.C. § 158(d)(2)(B)(i) requesting that the Appeal be certified for Direct Appeal. Upon receiving certification for the Direct Appeal, whether by the Bankruptcy Court order or otherwise, the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors' Committee (if it is in existence) shall immediately request, on an expedited basis, that the Second Circuit authorize the Direct Appeal.

(b) Expedited Appeal. Immediately after the filing of any Appeal, the MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors' Committee (if it is in existence) shall (i) make a motion in the court then assigned to hear such Appeal, requesting that the Appeal be expedited on the fastest feasible schedule and (ii) seek to have such motion heard on an expedited basis.

(c) Motion to Stay. The MDT, together with the Sackler Parties Representative, the Debtors, and the Creditors' Committee (if it is in existence) shall challenge and object to (in the appropriate court) any motion by an applicable appellant for a stay of the Confirmation Order. The MDT, together with the Sackler Parties Representative, the Governmental Consent Parties, and the Creditors' Committee (if it is in existence) also shall request in the appropriate court that, if such challenge is unsuccessful or such objection

⁷ **NTD:** To conform with the treatment of Appeals Account when determined and agreed to.

is overruled, that any stay of the Confirmation Order be conditioned on a bond or equivalent security sufficient to pay the costs and damages sustained or potentially to be sustained by all parties (including, for the avoidance of doubt, the Sackler Parties) that would or could be harmed as a result of such stay, as determined by the appropriate court.

Section 2.06 IAC Sale Bonus Payments.

(a) Subject to the terms of this Section 2.06, if the IAC Payment Parties have collectively received aggregate Net Proceeds in excess of \$4.3 billion (any such excess, “Excess Net Proceeds”), then each IAC Payment Party that thereafter receives Excess Net Proceeds shall, within forty-five (45) calendar days of receipt (or as soon thereafter as legally permissible), pay, or cause to be paid, to the MDT an amount equal to 90% of such IAC Payment Party’s Excess Net Proceeds so received (each such payment, an “IAC Sale Bonus Payment”). The obligation to pay the IAC Sale Bonus Payment shall be joint and several among IAC Payment Parties within each Payment Group (but several and not joint between the Payment Groups).

(b) The aggregate amount of IAC Sale Bonus Payments of the IAC Payment Parties shall not exceed \$500 million. Each IAC Payment Party is solely responsible for making its own IAC Sale Bonus Payments as required under this Section 2.06 (*provided* that such obligation is not conditioned upon payment of the amounts by the other IAC Payment Parties), independent of the obligations of any other IAC Payment Party. Once an IAC Payment Party has made all of its required IAC Sale Bonus Payments, it shall have no further obligations under this Section 2.06.

(c) An IAC Payment Party’s obligations set forth in this Section 2.06 shall terminate on the date that all interests of such IAC Payment Party in the IACs other than the Retained Interests being disposed of and the first to occur of either (i) any resulting IAC Sale Bonus Payment being paid in full to the MDT or (ii) no IAC Sale Bonus Payment is payable. Notwithstanding anything to the contrary in this Agreement or the Collateral Documents, the MDT’s rights to any IAC Payment Party’s IAC Sale Bonus Payment are limited to the IAC Payment Party’s IAC Collateral, and the MDT’s sole recourse with respect to each IAC Payment Party’s failure to timely pay its IAC Sale Bonus Payment in full shall be to exercise remedies only with respect to that IAC Payment Party’s IAC Collateral. Except as set forth in the last sentence of Section 2.06(a), no IAC Payment Party shall be liable for, and no IAC Payment Party’s obligations shall be increased as a result of, any other IAC Payment Party’s failure to make its IAC Sale Bonus Payment.

Section 2.07 Payment Date Calculations and Related Obligations.

(a) Preliminary Payment Determination.

(i) As soon as possible for each payment but not later than fifty (50) calendar days prior to the applicable Payment Date, the MDT shall give notice to the Sackler Parties’ Representative, the A-Side Payment Group 8 Representative (only in the case of any payment to be made by A-Side Payment Group 8 on the fifth (5th) Payment Date and sixth (6th) Payment Date in accordance with this Agreement), any Settling State and the MDT Advisory Council of the following preliminary determinations regarding Payment Date Obligations (such notice, a “Preliminary Payment Determination”):

(A) The total Payment Date Obligations owed on the upcoming Payment Date, itemized by Settlement and by Payment Group, based on the status as of the date that is sixty (60) calendar days prior to such Payment Date. This includes a breakdown of the payments owed by each Payment Group under the Governmental Entity & Shareholder

Direct Settlement Agreement, along with a reasonable amount of supporting computational detail;

(B) The amount to be received by each Settling State, broken down by base payments and incentive payments, and the amount of fee payments, as set forth in the Governmental Entity & Shareholder Direct Settlement Agreement; and

(C) The amount, if any, of (i) RCR Top-Off Payments and (ii) SOR Top-Off Payments.

(ii) Dispute of Preliminary Payment Determination. Any of the Sackler Parties' Representative, the A-Side Payment Group 8 Representative (only in the case of any payment to be made by A-Side Payment Group 8 on the fifth (5th) Payment Date and sixth (6th) Payment Date in accordance with this Agreement), any Settling State or the MDT Advisory Council may dispute the relevant calculation set forth in the Preliminary Payment Determination by providing written notice to the MDT and the MDT Advisory Council, any affected Settling State, the Sackler Parties' Representative, and the A-Side Payment Group 8 Representative (as applicable) within twenty-one (21) calendar days of the notice provided by the MDT (a "Settlement Payment Dispute Notice"). Such disputing party's Settlement Payment Dispute Notice shall identify the nature of the dispute, the amount of money that is disputed, and the settling party (or parties) affected. If no Settlement Payment Dispute Notice is timely provided, then the Preliminary Payment Determination is deemed accepted for all purposes. Only matters included in a timely Settlement Payment Dispute Notice will be allowed to be the subject of any dispute regarding the amounts provided in the calculations set forth in the Preliminary Payment Determination.

(b) Payment Computation Notice.

(i) On the thirtieth (30th) calendar day prior to the applicable Payment Date (or the next Business Day thereafter), the MDT shall provide a written notice (a "Payment Computations Notice") to the Sackler Parties' Representative, the A-Side Payment Group 8 Representative (only in the case of any payment to be made by A-Side Payment Group 8 on the fifth (5th) Payment Date and sixth (6th) Payment Dates in accordance with this Agreement), the MDT Advisory Council and any Settling State containing the following information for each Payment Group for the upcoming Payment Date, along with reasonable calculation details, in each case utilizing relevant data as of the date that is five (5) Business Days prior to the Payment Computations Notice due date except as otherwise specified below (capitalized terms in this Section 2.07 that are not defined in this Agreement are defined in Exhibit N):

(A) Retained Payment Amount, as reported in the most recent Litigation Cost Report pursuant to Exhibit N;

(B) Litigation Costs by Plan Class;

(C) Available Retained Payment Amount;

(D) Litigation Cost Shortfall (if any);

(E) The balances in the Released Claims Reserves by Plan Class as provided to the MDT by each of the Creditor Trusts or the Plan Administration Trust, as applicable, along with a summary of transactions affecting these balances since the prior report of such balances, in each case based on the account statements most recently received by the MDT;

(F) RCR Litigation Cost Advances by Plan Class;

(G) RCR Top-Off Payment by Plan Class;

(H) The balance in the Special Operating Reserve along with a summary of transactions affecting these balances since the prior report of such balances, based on the account statements most recently received by the MDT;

(I) SOR Litigation Cost Advance;

(J) SOR Top-Off Payment; and

(K) The net amount the MDT believes the Payment Group owes on the Payment Date, determined by reference to the Preliminary Payment Determination, regardless of any portion still subject to dispute, and reflecting any offsets described in Exhibit N.

(ii) The Sackler Parties' Representative, A-Side Payment Group 8 Representative (with respect to any purported amounts owed by or obligations of A-Side Payment Group 8), any Settling State or the MDT Advisory Council may submit a written dispute notice to the MDT regarding any amounts in the Payment Computations Notice within ten (10) Business Days of the notice provided by the MDT. This notice must include a reasonably detailed, good-faith calculation and the basis for the dispute (a "Payment Computations Dispute Notice"). If the Sackler Parties' Representative, A-Side Payment Group 8 Representative, any Settling State or the MDT Advisory Council does not provide a timely Payment Computations Dispute Notice, then the Payment Computations Notice is deemed accepted, and Payment Groups must pay their designated top-off payment, if any, on such applicable Payment Date (subject to any unresolved dispute concerning the Preliminary Payment Determination).

(c) Final Payment Amounts

(i) Any party that receives a Settlement Payment Dispute Notice or a Payment Computations Dispute Notice, may provide a written response to the MDT, the MDT Advisory Council, any affected Settling State, the Sackler Parties' Representative, or A-Side Payment Group 8 Representative, (i) in the case of a Settlement Payment Dispute Notice, within fourteen (14) calendar days; or (ii) in the case of a Payment Computations Dispute Notice within five (5) Business Days (each response a "Final Dispute Response Notice") that either:

(A) Agrees to one or more proposals in the Settlement Payment Dispute Notice or Payment Computations Dispute Notice; or

(B) Rejects one or more proposals in the Settlement Payment Dispute Notice or Payment Computations Dispute Notice and identifies the basis for disagreement. Any item within the Settlement Payment Dispute Notice or Payment Computations Dispute Notice that is rejected in the Final Dispute Response Notice will be deemed disputed.

If no party delivers a Final Dispute Response Notice timely, then the Settlement Payment Dispute Notice and Payment Computations Dispute Notice are deemed accepted for all purposes.

(ii) If a Final Dispute Response Notice is timely provided to the MDT, then

(A) The MDT shall provide written notice to the Sackler Parties' Representative (and A-Side Payment Group 8 Representative, if applicable) that describes any outstanding dispute as to the amount owed by each Payment Group to the MDT on the Payment Date. Such notice shall identify:

(1) All undisputed amounts to be paid by each Payment Group to the MDT on the Payment Date (taking into account any offset of undisputed amounts pursuant Exhibit N); and

(2) If a dispute is resolved between the notice and the Payment Date, the Payment Group must pay the full undisputed amount to the MDT on the Payment Date. If a dispute remains unresolved, all disputed payment amounts (if any) shall be paid by each Payment Group to the MDT Segregated Account on the Payment Date pending the dispute resolution set forth in Section 2.07(e). The MDT shall disburse all undisputed amounts to each Creditor Trust for further disbursement in accordance with its associated Settlement Agreement or Creditor Trust Document(s).

(B) The Sackler Parties' Representative shall notify the MDT of the account(s) to which any undisputed portion of a RCR Litigation Cost Advance and SOR Litigation Cost Advance should be transferred to cover any undisputed Litigation Cost Shortfall, along with the amount to be transferred to each such account.

(d) Annual Post-Payment Date Obligations.

(i) Upon receiving any payment from a Payment Group, the MDT shall promptly notify the Sackler Parties' Representative specifying (x) the amount received and (y) the aggregate payments received to date from the Payment Group (broken apart by Settlement).

(ii) Upon resolution of a dispute after the Payment Date, amounts related to that Payment Date shall be disbursed as follows:

(A) To the MDT if determined to be required payments, or

(B) To the applicable Payment Party, as designated by the Sackler Parties' Representative (or by the A-Side Payment Group 8 Representative, in the case of any dispute by A-Side Payment Group 8), if determined not to be required payments. However, if the returned funds result from an overpayment of Payment Date Obligations, the MDT shall first receive any incremental SOR Top-Off Payment or RCR Top-Off Payment that would have been payable by the Payment Group on the Payment Date had its Payment Date Obligation been correctly calculated. Any remaining funds shall be disbursed as prepayments in accordance with Section 2.01(l) and the instructions of the Sackler Parties' Representative. (or A-Side Payment Group 8 Representative, if applicable).

(e) Disputes. All calculations and disputes contemplated by this Section 2.07(e) shall be made in good faith. The parties shall work in good faith to resolve any disputes arising under this Agreement as promptly as reasonably practicable. Unless otherwise provided, if the dispute remains unresolved after five (5) Business Days, it shall be submitted to fast track arbitration pursuant to Section 11.13 for final resolution. Upon resolution of any dispute, the relevant parties shall promptly inform the MDT and the Sackler Parties' Representative (and the A-Side Payment Group 8 Representative, if the dispute involves or affects A-Side Payment Group 8 rights or obligations) of the outcome and any necessary adjustments

resulting from such resolution. MDT shall establish a segregated, interest-bearing account for any disputed amount and such amount shall be retained until such dispute is resolved.

ARTICLE 3. SALE OF IACS

Section 3.01 Covenant to Sell.

(a) Subject to Section 3.01(b) and (c), and subject to Section 3.06, during the seven (7)-year period commencing on the Settlement Effective Date and following the expiration of the MDT Sale Period, if applicable (the “Sackler Sale Period”), which period may be extended by a written instrument duly executed by the MDT and the Sackler Parties’ Representative, the IAC Payment Parties shall:

(i) use their commercially reasonable best efforts to sell or cause to be sold to one or more unaffiliated third parties (each, a “Purchaser”), through any transaction, series of related transactions or separate transactions, all or substantially all of (A) such IAC Payment Parties’ respective direct and/or indirect Equity Interests in the IACs (excluding Purdue Canada) and/or (B) the assets of such IACs (excluding Purdue Canada);

(ii) use their commercially reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable under Law to consummate each such Sale, including, without limitation, (A) proposing, negotiating, agreeing to, committing to and effecting the sale, divestiture, transfer, license or disposition of any businesses, product lines or assets of the IACs (excluding Purdue Canada) and (B) executing (or causing to be executed) purchase agreements or other certificates, instruments and other agreements required to consummate the proposed Sale of the IACs (excluding Purdue Canada); and

(iii) cause all Sale Proceeds that are received by an IAC, an IAC Holding Company, an IAC Payment Party or any other Subsidiary of an IAC Payment Party from each Sale to be:

(A) paid directly to a Tax authority to the extent used to satisfy a liability for any Tax imposed with respect to such Sale or the distribution of proceeds therefrom,

(B) paid, to the applicable Third-Party Payees on account of Sale expenses, or

(C) distributed or otherwise paid to one or more IAC Payment Parties (which may include a Person who agrees in writing to become bound by the obligations of an IAC Payment Party hereunder) or Subsidiaries of such IAC Payment Parties (in which case such Sale Proceeds shall be further distributed or paid to the parent entities of such Subsidiaries until they are actually received by an IAC Payment Party) and, upon receipt by such IAC Payment Parties of Sale Proceeds, deposited into an IAC Account in accordance with Section 3.06(c),

provided that with respect to this Section 3.01(a), in connection with any Sale, no such IAC, IAC Holding Company, IAC Payment Party, or any other Subsidiary of an IAC Payment Party shall be obligated to provide any indemnification other than (x) in respect of its representations and warranties relating to ownership and authority and (y) indemnification obligations that are limited by the amount of any escrows established for such purpose, which escrows shall be commercially reasonable in amount and duration.

(b) If and to the extent necessary to facilitate a Sale, an IAC Payment Party, IAC Holding Company, IAC, or any other Subsidiary of an IAC Payment Party shall be permitted to retain (i) in the case

of an asset sale, non-operating, administrative or otherwise *de minimis* assets that a buyer is unwilling to acquire and that the IAC Payment Parties have been unable to liquidate or transfer to another unaffiliated third party after the use of commercially reasonable best efforts, (ii) interests in assets subject to Implementation Limitations, in each case, the retention of which would not (x) materially adversely affect such IAC or (y) violate Section 8.08 of this Agreement and (iii) the Equity Interests of any IAC that has sold all of its assets (other than the assets referred to in the preceding clauses (i) and (ii)) (any assets or interests described in the preceding clauses (i) through (iii), a “Retained Interest”). For the avoidance of doubt, notwithstanding the retention of any Retained Interest, a Sale of all or substantially all assets or direct and/or indirect Equity Interests of the relevant IAC shall be deemed to have occurred for all purposes of this Agreement.

(c) The Sackler Parties’ Representative shall be responsible for (i) the structuring of the Sales, including the tax structuring of any Sale, distribution of proceeds therefrom and the type of consideration to be received, taking into account tax efficiency considerations, (ii) the design and execution of one or more marketing processes to make or solicit offers to or from prospective Purchasers in respect of the IACs and their businesses, (iii) the preparation, negotiation and execution of the definitive documentation for the Sales and (iv) the consummation of the Sales.

Section 3.02 IAC Information Rights.

(a) The Sackler Parties’ Representative shall provide, or shall cause to be provided, the following information to the MDT:

(i) (A) on a semi-annual basis, IAC income statements, balance sheets, cash flow statements and consolidated financial statements (including summary income statements for IACs by regions – i.e., China, Canada and the remaining regions) within thirty (30) calendar days following management’s receipt of the same, (B) audited annual financial statements to the extent provided to IAC directors (annual financial statements to include disclosures on any significant litigation as required by applicable accounting principles; parties to agree on a reasonable template for semi-annual statements, reasonable confidentiality provisions and universe of recipients) and (C) on a quarterly basis, the IAC cash balance by IAC;

(ii) on an annual basis, a legal organization chart for the IACs along with a summary of (A) any changes to IAC Holding Company or any Subsidiary of an IAC Payment Party, and (B) any newly-formed entities, solely to the extent in clauses (A) and (B) within the ownership structure of the IACs;

(iii) copies of amendments, modifications or supplements to any collateral documents with respect to changes described above in the immediately preceding clause (ii), within sixty (60) calendar days of the relevant change;

(iv) upon the termination of any sale process related to the IACs, copies of any indications of interest and letters of intent, and any analyses prepared for the board of same (names of bidding parties may be redacted if required by executed confidentiality agreements); and

(v) within forty-five (45) calendar days after the end of each quarter, and within sixty (60) calendar days after the closing of each IAC sale, an internally-prepared report detailing all IAC gross sale proceeds and IAC Distributions (aggregating IAC Tax Distributions and IAC Non-Tax Distributions), and repayments of IAC Loans made by the IACs and actually received by IAC Payment Parties.

(b) On a semi-annual basis, the Sackler Parties' Representative shall make IAC management and the Advisors available for a teleconference with the MDT (such teleconference not to exceed two (2) hours). Prior to each teleconference, the Sackler Parties' Representative shall provide the MDT, no later than seven (7) calendar days in advance, with a written report that includes:

(i) for each sale process, anonymized summaries of significant events/milestones prior to such consultation and since the prior consultation, including the number of potential bidders who have done any of the following: (A) executed an NDA, (B) accessed the dataroom, (C) met with management, (D) submitted bids or other indications of interest, or (E) submitted final bids and delivered markups or other comments on definitive transaction documents;

(ii) on an anonymous basis any bona fide inquiries, as determined in the Sackler Parties' Representative's reasonable judgment, outside of a formal sale process;

(iii) assets under consideration being sold;

(iv) subject to redaction for confidentiality, copies of marketing materials provided to potential buyers in any sale process of the IACs; and

(v) commentary on the ongoing financial performance of the unsold IACs.

(c) Notwithstanding anything herein to the contrary, information shall only be provided pursuant to this Section 3.02 to the extent that the provision of such information is: (i) subject to confidentiality obligations pursuant to a mutually acceptable confidentiality agreement and (ii) in compliance with applicable Law and not in contravention of any confidentiality or similar obligations of the IACs or the IAC Payment Parties or their respective Subsidiaries are subject to; *provided* that, (x) if information is withheld under this clause (ii), a general description of the withheld information and the reason for its exclusion shall be provided and (y) no such confidentiality or similar obligations with respect to the information described in this Section 3.02 shall be entered into after the Settlement Effective Date outside the ordinary course without prior approval of the MDT (which shall not be unreasonably withheld).

Section 3.03 Other IAC-Related Covenants.

(a) The IAC Payment Parties covenant and agree that, with respect to each IAC directly or indirectly owned by the IAC Payment Parties in whole or in part, from the Settlement Effective Date until the consummation of the Sale of all or substantially all assets or direct and/or indirect Equity Interests in such IAC, except as expressly provided for herein or with the consent of the MDT (which shall not be unreasonably withheld), such IAC Payment Party will use IACPP Efforts to cause such IAC not to:

(i) enter into any material transaction or series of related transactions that would materially restrict the ability of such IAC to participate in a Sale (other than the renewal, amendment or modification of agreements in effect as of the Settlement Effective Date; *provided* that such renewal, amendment or modification is not more restrictive, taken as a whole, compared to the applicable agreement prior to such renewal, amendment or modification);

(ii) enter into any material transaction or series of related transactions between such IAC or any of its Subsidiaries on the one hand, and any Related Party (other than any IACs or their respective Subsidiaries, or any officers, directors or employees of any IACs or any Subsidiaries thereof (in their capacity as such)), on the other hand (each, a "Related Party Transaction"), except for a Related Party Transaction on terms no less favorable to such IAC than those that would reasonably have been obtained in a comparable transaction on an arm's-length basis with an

unrelated Person; *provided* that (A) with respect to any Related Party Transaction or series of Related Party Transactions involving aggregate consideration in excess of \$5,000,000, such IAC has delivered to the MDT an officers' certificate or a written opinion by an Approved Financial Advisor certifying that such Related Party Transaction or series of Related Party Transactions complies with this covenant and (B) with respect to any Related Party Transaction or series of Related Party Transactions involving aggregate consideration in excess of \$10,000,000, such IAC has delivered a written opinion by an Approved Financial Advisor certifying that such Related Party Transaction or series of Related Party Transactions complies with this covenant and has been approved by a majority of the disinterested members of the board of directors or equivalent governing body of such IAC, if any, and if such governing body does not exist, such IAC shall have obtained the written consent of the MDT with respect to such Related Party Transaction; *provided, further* that this subparagraph (ii) shall not restrict any IAC Distribution permitted hereunder, the renewal or extension of any financing arrangements on terms no less favorable in the aggregate to the borrower than those currently in place (except as required by applicable law, such as with respect to minimum interest rate requirements to be treated as indebtedness for Tax purposes), or any other transaction permitted hereunder (including transactions described in clause (ii) of the definitions of "Sale Proceeds Deductions" and "IAC Distribution Deductions," and in the definitions of "IAC Loans" and "Intercompany Loans") or in any of the IAC Collateral Documents;

(iii) take any action in violation of (A) any applicable Law or any material order, writ, injunction and decree of any Governmental Authority applicable to such IAC or to its business or property, to the extent such violation would be materially adverse to such IAC, or (B) the Confirmation Order;

(iv) declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, other than a Restricted Payment that constitutes a distribution of Sale Proceeds or an IAC Distribution with respect to the IAC Payment Parties and IAC Holding Companies and Subsidiaries of IAC Payment Parties that receive such Restricted Payment;

(v) transfer, or grant a Lien in respect of, any direct or indirect equity interests in any IAC, IAC Holding Company, or any other Subsidiary of an IAC, IAC Holding Company or IAC Payment Party that owns interests in IACs (directly or indirectly) other than (A) to another IAC Payment Party that is within the same Payment Group so long as the interests in each IAC held, directly or indirectly, by such IAC Payment Party continue to be IAC Pledged Entities or owned, directly or indirectly, by an IAC Pledged Entity, *provided*, such actions do not adversely affect the perfection or priority of the Secured Party's security interest in the IAC Pledged Shares, (B) in connection with and in furtherance of a Sale, or (C) to the MDT pursuant to the IAC Collateral Documents; or

(vi) amend, restate, supplement or otherwise modify or waive any of its organizational documents, in each case, to the extent the same would reasonably be expected to be material and adverse to the MDT or the ability of the IAC to be sold.

With respect to an IAC, if, at any time from the Settlement Effective Date until a Sale of all or substantially all assets or direct and/or indirect Equity Interests has been consummated with respect to such IAC in accordance with Section 3.01(a), such IAC is not or ceases to be Controlled by any IAC Payment Party but is Controlled by one or more other Sackler Parties, then each such Sackler Party shall use IACPP Efforts to cause such IAC to comply with this Section 3.03.

In the event any Sackler Party or Family Member receives consideration in any transaction with an IAC, IAC Holding Company, IAC Payment Party (or Subsidiary thereof) that is prohibited by this Section 3.03(a), such Sackler Party (or the Payment Parties in the Family Group of such Family Member) shall deposit such amount into one or more of their IAC Accounts, in which event no Breach with respect to this Section 3.03(a) shall have occurred in connection with such transaction, subject to the terms of Section 9.01(b) (and so long as such payment has been made within the applicable cure period under Section 9.01(b)).

(b) Notwithstanding anything in this Section 3.03 to the contrary, any IAC, IAC Holding Company, IAC Payment Party or any entity Controlled (whether individually or as a group) by one or more IAC Payment Parties may (x) take commercially reasonable steps to reorganize the business and/or ownership structure of such IAC to the extent desirable to facilitate a Sale, including engaging in any internal corporate restructuring, reorganization or similar transaction of the applicable IACs or IAC Holding Companies (whether by way of conversion, recapitalization, reorganization or exchange of equity interests of one or more IACs or into one or more corporations, limited liability companies, limited partnerships or other business entities); *provided* that the Sackler Parties' Representative shall use commercially reasonable efforts to consult with the Advisors and the Tax Advisor and take into account in good faith advice, including advice on tax efficiency considerations, received in connection with such consultation, prior to any material decisions being made in respect of the actions in the foregoing clause (x); *provided further* that (I) the resulting, surviving, or transferee Person is an IAC, IAC Holding Company or an entity Controlled (whether individually or as a group) by the same IAC Payment Parties (or by IAC Payment Parties within the same Payment Group as such IAC Payment Party) and is subject to the Sale Obligations hereunder and (II) the interests in each IAC held, directly or indirectly, by each IAC Payment Party continue to be IAC Pledged Entities or owned, directly or indirectly, by an IAC Pledged Entity, and (y) make payments to, or receive payments from, any other IAC, any IAC Holding Company or any Subsidiary of an IAC Holding Company (whether in the form of indebtedness or otherwise), and the IAC Payment Parties may cause any IAC under their Control to take such actions as they deem appropriate, including incurring indebtedness, or providing funds in the form of dividends, IAC Loans, Intercompany Loans or otherwise to another IAC, an IAC Holding Company or an IAC Payment Party, in each case, in order to satisfy the Obligations pursuant to this Agreement; *provided* that, with respect to the foregoing clauses (x) and (y), such actions shall only be permitted if (A) (I) such reorganized, newly-formed or transferee IAC is an entity wholly-owned (whether individually or as a group), directly or indirectly by the same IAC Payment Parties (or by Payment Parties within the same Payment Group as such IAC Payment Party) and an IAC Pledged Entity and (II) the interests in each IAC held, directly or indirectly, by each IAC Payment Party continue to be IAC Pledged Entities or owned, directly or indirectly, by an IAC Pledged Entity, (B) such actions do not result in a disproportionate change to a Payment Group's aggregate level of direct or indirect ownership interests in an IAC, relative to any other Payment Group and (C) such actions do not adversely affect the perfection or priority of the Secured Parties' security interest in the IAC Pledged Shares.

(c) Each IAC Payment Party shall cause all proceeds from any IAC Distribution that are received by an IAC, an IAC Holding Company, an IAC Payment Party or any other Subsidiary of an IAC Payment Party, to be:

- (i) paid directly to a Tax authority to the extent used to satisfy a liability for any Tax imposed with respect to IAC Distribution,
- (ii) paid, to the applicable Third-Party Payees, in respect of Sale expenses, or
- (iii) distributed or otherwise paid to one or more IAC Payment Parties (which may include a Person who agrees in writing to become bound by the obligations of an IAC Payment Party hereunder) or Subsidiaries of such IAC Payment Parties (in which case such proceeds

shall be further distributed or paid to the parent entities of such Subsidiaries until they are actually received by an IAC Payment Party) and, upon the receipt by an IAC Payment Party of such proceeds, deposited into an IAC Account in accordance with Section 3.06(c).

Section 3.04 Implementation Limitations. The Sale Obligations of the IAC Payment Parties shall be subject to compliance with and may be limited by any applicable Laws (including the applicable Laws of any jurisdiction outside of the U.S. where any IAC Payment Parties, entities Controlled (whether individually or as a group) by one or more IAC Payment Parties, IACs or IAC Holding Companies are located and any fiduciary or other duties applicable under such Laws) (collectively, “Implementation Limitations”). In the event any Implementation Limitation prohibits, restricts, limits or conflicts with any of the obligations of the IAC Payment Parties to comply with the Sale Obligations, the IAC Payment Parties shall (and shall cause the IACs and their Subsidiaries to) use their commercially reasonable best efforts to seek any Consent from any applicable Governmental Authority or other Person required to eliminate any such prohibition, restriction, limitation or conflict, with any expenses related thereto deemed to be expenses incurred in connection with the Sale or prospective Sale of IACs for purposes of computing Net Proceeds; *provided* that no such Person shall be required to (i) compensate any Governmental Authority or other Person or (ii) offer or grant any accommodation (financial or otherwise) to any Governmental Authority or other Person to obtain any such Consent, but if any such compensation is made, any such action commenced or any such accommodation is granted, expenses in connection therewith shall be deemed to be expenses incurred in connection with the Sale or prospective Sale of IACs for purposes of computing Net Proceeds; *provided* that if, after the expiration of the Sale Period, the MDT takes any of the actions or otherwise makes a payment referenced in clause (i) or (ii) of this sentence, such payment of compensation, costs or expenses shall be repaid solely from proceeds of the relevant Sale prior to the application of any Sale Proceeds to the relevant Settlement Payment Obligations. Such compensation, costs and expenses, shall (x) be included in the calculation of Net Proceeds and (y) not be considered Payment Obligations hereunder, or obligations of any party to such Sale.

Section 3.05 Termination of Sale Obligations. All obligations of the IAC Payment Parties set forth in Section 3.01 through Section 3.04 and Section 3.07 (collectively, the “Sale Obligations”) shall terminate when all interests of the Sackler Parties in the IACs other than the Retained Interests have been disposed of. For the avoidance of doubt, the obligations set forth in the other provisions of this Agreement shall not be affected by the termination of the Sale Obligations.

Section 3.06 Pledge of Shares; Collateral Account.

(a) Each IAC Payment Party, as collateral security for the payment in full when due of all Obligations of such IAC Payment Party, (i) shall grant a security interest in and Lien on the IAC Pledged Shares (and the proceeds and products thereof) held by such IAC Payment Party, and shall cause each Subsidiary of such IAC Payment Party that is an IAC Pledgor to grant a security interest in and Lien on the IAC Pledged Shares (and the proceeds and products thereof) held by each such Subsidiary to secure such Obligations, and (ii) shall grant a security interest in and Lien on each IAC Account (other than any IAC Account established in the name of the escrow agent in respect of such IAC Account and subject to an IAC Escrow Agreement) of such IAC Payment Party (and the proceeds and products thereof), in each case in favor of and for the benefit of the Secured Party pursuant to the terms and conditions of the IAC Collateral Documents.

(b) Each IAC Payment Party hereby agrees, and shall cause each of its Subsidiaries that are IAC Pledgors to agree, (i) to be bound by the terms of the IAC Collateral Documents applicable to it as the same may be in effect from time to time and (ii) to perform, or cause to be performed, its obligations thereunder in accordance therewith.

(c) Each IAC Payment Party shall promptly deposit and maintain on deposit at all times (subject to the provisions of this Section 3.06), all Sale Proceeds or IAC Distributions (and in the case of any A-Side IAC Payment Party or Subsidiary thereof, any refunds of Taxes previously paid to a Tax authority out of Sale Proceeds received by such A-Side IAC Payment Party or a Subsidiary thereof (in which case such refund shall be further distributed or paid to the parent entities of such Subsidiaries until it is actually received by an A-Side IAC Payment Party)) received by such IAC Payment Party in an IAC Account; *provided*, that (i) Permitted Withdrawals may be made by such IAC Payment Party pursuant to this Agreement; and (ii) such IAC Payment Party or its Subsidiary may (A) pay all or a portion of such Sale Proceeds or IAC Non-Tax Distributions to another IAC Payment Party for deposit in its IAC Account pursuant to this Agreement or (B) make payments to Third-Party Payees or Tax authorities or to the MDT.

(d) Until the date on which the MDT has been paid all Payment Obligations of the Payment Group(s) of which such IAC Payment Party is a member (including by way of prepayment or other advance payment pursuant to Section 2.03), (i) such IAC Payment Party shall have no right of withdrawal from an IAC Account other than pursuant to Section 3.06(c); *provided* that, notwithstanding the provisions of this Section 3.06(d), if the remaining unpaid Settlement Payment Obligations of any Payment Group of which such IAC Payment Party is a member are \$0, and no IAC Sale Bonus Payment is owed by such IAC Payment Party, then such IAC Payment Party shall have the right to withdraw from its IAC Account an amount equal to the product of (1) the total amount then held in such IAC Account *multiplied by* (2) a fraction, the numerator of which is the number of Payment Groups of which such IAC Payment Party is a member whose remaining unpaid Payment Obligations are \$0 and the denominator of which is the total number of Payment Groups of which such IAC Payment Party is a member, and (ii) the funds on deposit in IAC Accounts shall be collateral security for the Obligations of the Payment Group(s) of which such IAC Payment Party is a member. In the event that, notwithstanding the provisions of this Section 3.06(d), any IAC Payment Party or any of its Subsidiaries receives any Sale Proceeds or IAC Distributions that are not otherwise permitted to be withdrawn from an IAC Account or are required to be deposited into an IAC Account, in each case pursuant to this Agreement, such Sale Proceeds or IAC Distribution shall be held in trust by such IAC Payment Party or such Subsidiary for the MDT, shall not be commingled with any of such Person's other funds or deposited in any account of such Person other than an IAC Account and shall be promptly deposited in the IAC Account pursuant to Section 3.06(c) hereof.

(e) Each IAC Payment Party shall promptly and duly take, execute, acknowledge and deliver, and shall cause each of its Subsidiaries that is an IAC Pledgor or IAC Pledged Entity to promptly and duly take, execute, acknowledge and deliver, all such further acts, documents and assurances as may from time to time be necessary or as the Secured Party may from time to time reasonably request in order to carry out the intent and purposes of this Article 3 in accordance with the IAC Collateral Documents, including all such actions to establish, create, preserve, protect, perfect, and maintain perfection of a first priority Lien on the IAC Collateral in favor of and for the benefit of the Secured Party (including IAC Collateral acquired after the date hereof) and to exercise any and all remedies in respect thereof.

(f) The IAC Collateral Documents shall provide that if an IAC Payment Party or any of its Subsidiaries becomes the direct or indirect owner of all or a portion of the Equity Interests of any IAC Pledged Entity, which Equity Interests have not previously been pledged pursuant to the IAC Collateral Documents, such IAC Payment Party shall promptly give notice of such acquisition to the Secured Party, and within sixty (60) calendar days (or such longer period as permitted by MDT, which permission shall not be unreasonably withheld) after the acquisition thereof (i) deliver or cause to be delivered to the Secured Party any certificates in respect of the Equity Interests of such IAC Pledged Entity, together with related transfer powers duly executed in blank, (ii) in the case of Equity Interests of such IAC Pledged Entity in the form of uncertificated securities, execute and deliver (or cause to be executed and delivered) uncertificated securities control agreements, (iii) execute and/or deliver (or cause to be executed and delivered) such other IAC Collateral Documents or amendments, modifications or supplements thereto, in

form and substance reasonably acceptable to the Secured Party, in order to maintain the validity and perfection of the security interests in such additional IAC Pledged Shares without lapse or change in priority and (iv) deliver proof of corporate (or comparable) action or incumbency of officers as any Secured Party shall reasonably request. If any IAC Payment Party or any of its Subsidiaries that is an IAC Pledgor or an IAC Pledged Entity (x) changes its legal name, (y) converts to a different form or to a different jurisdiction of organization or (z) changes the location of its chief executive office or principal place of business (or, if applicable, the location of the chief executive office, principal place of business or residence of any trustee of such IAC Payment Party or Subsidiary), such IAC Payment Party (A) shall promptly give notice to the Secured Party of such change describing such change, and (B) within sixty (60) calendar days (or such longer period as permitted by MDT, which permission shall not be unreasonably withheld) of such change shall execute and/or deliver (or cause its Subsidiaries to execute and deliver) such other IAC Collateral Documents and/or amendments, modifications or supplements to the IAC Collateral Documents, in form and substance reasonably acceptable to the Secured Party, in order to maintain the validity and perfection of the security interests in the relevant IAC Pledged Shares without change in priority.

(g) Until the date on which the MDT has been paid the Payment Obligations of the Payment Group(s) of which such IAC Payment Party is a member (including by way of prepayment or other advance payment pursuant to Section 2.03), no Restricted Payment of any asset owned by any IAC, any IAC Holding Company or any Subsidiary of an IAC or IAC Holding Company (such asset, an “IAC Asset”) may be made by an IAC, IAC Holding Company or any Subsidiary of any of the foregoing, unless (i) such IAC Assets remain subject to the Sale Obligations or (ii) such Restricted Payment consists of Sale Proceeds or qualifies as an IAC Distribution; *provided*, that if such Restricted Payment is of IAC Pledged Shares, such Restricted Payment shall not affect the perfection or priority of the Liens in such IAC Pledged Shares granted in favor of the Secured Party. For the avoidance of doubt and notwithstanding anything to the contrary herein, (i) nothing in this paragraph limits or restricts any Person’s ability to use, apply, or make distributions of, and the terms and conditions of Section 3.06(a), (b), (f) and this (g) and the IAC Collateral Documents shall not apply to, assets that are not IAC Assets or IAC Pledged Shares (to the extent such IAC Pledged Shares do not otherwise constitute IAC Assets) and (ii) nothing in this paragraph limits or otherwise modifies the definition of IAC Non-Tax Distributions.

Section 3.07 Failure to Sell IACs.

(a) If any IAC Payment Party has not completed the sale of all or substantially all of (A) its direct and/or indirect Equity Interests in all of the IACs and/or (B) the assets of each of the IACs on or prior to the expiration of the Sackler Sale Period (other than any Retained Interests), then the Sackler Parties’ Representative shall provide written notice to the MDT (an “Unsold IAC Notice”). If an IAC Payment Party has not delivered an Unsold IAC Notice to the MDT on or prior to the expiration of the Sackler Sale Period, the MDT may request that such IAC Payment Party either (x) certify that it has completed the sale of all or substantially all of (A) its direct and/or indirect Equity Interests in all of the IACs and/or (B) the assets of each of the IACs on or prior to the expiration of the Sackler Sale Period (other than any Retained Interests) or (y) deliver an Unsold IAC Notice, and such IAC Payment Party shall promptly comply with such request.

(b) During the period beginning on the date of delivery of an Unsold IAC Notice to the MDT and ending on the 180th calendar day following the date of such delivery (the “MDT/IAC Sale Notice Deadline”), the MDT may notify the Sackler Parties’ Representative that it intends to initiate a sale process with respect to the IAC(s) that are the subject of such Unsold IAC Notice (an “MDT/IAC Sale Process Notice”). If the MDT delivers an MDT/IAC Sale Process Notice to the Sackler Parties’ Representative on or prior to the MDT/IAC Sale Notice Deadline, then:

(i) The Parties will determine the value of the applicable IAC(s) pursuant to the appraisal process set forth below:

(A) Each of (x) the MDT and (y) the IAC Payment Parties shall appoint an independent appraiser to complete a fair market value appraisal of the applicable IAC, which appointment shall include an instruction to the appraiser to exclude from the value of such IAC the effect of any actual or contingent liabilities related to pending, threatened or potential opioid-related litigation.

(B) If the value provided by the appraisals by each of the appraisers are within a fifteen percent (15%) variance of the other, the average of the two appraisals will be used. In the event that the appraisals are not within fifteen percent (15%) variance of each other, a third appraiser shall be jointly appointed by the MDT and the IAC Payment Parties and provided with the same direction with regard to potential opioid-related litigation as was provided to the initial appraisers, the median valuation from the three fair market value appraisals shall serve as the value of the applicable IAC(s).

(ii) The MDT shall have twenty-four (24) months from the delivery of the MDT/IAC Sale Process Notice to identify one or more buyers for a Sale of the IAC(s) referenced in the Unsold IAC Notice. In furtherance thereof, the MDT may direct the IAC Payment Parties to evaluate in good faith any proposed transaction involving the disposition of all or substantially all of the direct or indirect Equity Interests of such IAC or all or substantially all of its assets (excluding Retained Interests), as applicable. This may include directing the IAC Payment Parties to cooperate in an auction of the IAC Pledged Shares or any other direct or indirect Equity Interests in such IAC(s).

(iii) For a period of twenty-four (24) months following the delivery of such MDT/IAC Sale Process Notice (as the same may be extended in accordance with the terms below, the “MDT Sale Period”), each IAC Payment Party shall, and shall cause its relevant Affiliates to, take all actions reasonably necessary to comply with a good faith direction (if any) delivered by the MDT in furtherance of a Sale of such IAC, including entering into a binding Sale agreement; *provided*, the IAC Payment Parties shall not be obligated (and shall not be obligated to cause any IAC) to enter into any such Sale agreement with respect to such IAC unless (A) the Sale Proceeds from such Sale would be greater than 80% of the appraised value of such IAC as determined pursuant to Section 3.07(b)(i) and (B) such Sale agreement is otherwise on customary and reasonable terms, as reasonably determined by the Sackler Parties’ Representative, and *provided, further*, that the MDT Sale Period may be extended for a period of twelve (12) months at the sole option of the MDT if at the time of the expiry of such MDT Sale Period, the MDT has received bona fide expressions of interest from third parties regarding a transaction involving the disposition of all or substantially all of the direct or indirect Equity Interests of such IAC or all or substantially all of its assets (excluding Retained Interests) that the MDT intends to pursue.

(c) If the MDT has not completed a Sale of the IAC(s) referenced in the Unsold IAC Notice by the end of the MDT Sale Period, and so long as a Sale is not otherwise pending consummation in accordance with binding transaction documents related thereto, then the rights of the MDT to conduct the sale process pursuant to Section 3.07(b) shall revert to the IAC Payment Parties, and the IAC Payment Parties shall continue to have the obligations set forth in Section 3.01(a), Section 3.01(b) and Section 3.01(c), subject to Section 3.04 (provided, the obligations set forth in Section 3.02, Section 3.03, Section 3.06, Section 3.07(a) and Section 3.07(b) shall terminate).

(d) THE REMEDIES SET FORTH IN THIS SECTION 3.07 ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE MDT OR ANY PARTY TO ANY SETTLEMENT AGREEMENT WITH RESPECT TO ANY BREACH OR ALLEGED BREACH OF SECTION 3.01 OF THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE MDT WAIVES ANY RIGHT TO ENFORCE THE OBLIGATIONS OF THE IAC PAYMENT PARTIES PURSUANT TO SECTION 3.01 WITH RESPECT TO ANY IAC PRIOR TO THE EXPIRATION OF THE SACKLER SALE PERIOD APPLICABLE TO SUCH IAC.

ARTICLE 4. TAX MATTERS

Section 4.01 Restitution Payments.

(a) The Restitution Amounts (as defined in the following paragraph) paid in Cash and Cash Equivalents, in kind (by transfers of property) or otherwise, directly or indirectly, by, on behalf of, or at the direction of the Debtors, the IAC Payment Parties, or PRA L.P. or any of its direct or indirect interest holders (the “Payors”) pursuant to the Plan and/or this Agreement are hereby, in each case, based on the origin of the liability and the nature and purpose of the payments (as more fully described in the Disclosure Statement, the Plan, the Governmental Remediation Trust and the Tribe TDP), identified as amounts paid for restitution, remediation or that are paid to come into compliance with any law which was violated, in accordance with Section 162(f)(2)(A)(ii) of the Code (and the applicable Treasury Regulations promulgated thereunder) (collectively, “Restitution”), in each case in relation to the damage done and Alleged Harms suffered in connection with or arising out of Opioid-Related Activities with respect to the Products, as more fully described in the Disclosure Statement, the Plan, the Governmental Remediation Trust and the Tribe TDP. Restitution Amounts are paid by or on behalf of the Payors in order to restore, in whole or in part, the MDT, the Settling States, the Participating Subdivisions, the Private Claimants, and persons to the same or substantially similar position or condition that they would be in had the MDT, the Settling States, the Participating Subdivisions, the Private Claimants, and persons not suffered the Alleged Harms. Nothing in this Agreement, the Plan, Confirmation Order or any documents submitted in connection with the Plan is a binding determination on the IRS regarding whether the amounts paid as described herein satisfy the requirements of Section 162(f)(2) of the Code or any other requirements of Section 162(f) of the Code and applicable Treasury Regulations.

(b) To the extent relevant for purposes of Section 162(f)(2)(A)(ii) of the Code, the term “Restitution Amounts” shall comprise (i) the payment or transfer pursuant to the Plan of the Initial Public Creditor Trust Distributions; the NewCo Transferred Assets; and the Plan Effective Date Cash transferred to fund the MDT Operating Reserve, (ii) the payments to be made to the MDT pursuant to this Agreement in the aggregate amount of \$[●] plus any payments made pursuant to Section 2.06 and (iii) any other amounts paid or properties transferred to, or at the direction of, any government or governmental entity, pursuant to the Plan and/or this Agreement in relation to Opioid-Related Activities with respect to the Products and within the scope of Section 162(f) of the Code. The Restitution Amounts are less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States, the Participating Subdivisions, the Private Claimants and the General Unsecured Creditors; and the portion of the Restitution Amounts received by each of the Settling States, the Participating Subdivisions, the Private Claimants and the General Unsecured Creditors is less than or equal to the amount of the Alleged Harms allegedly suffered by the Settling States, the Participating Subdivisions, the Private Claimants and the General Unsecured Creditors.

(c) Notwithstanding the foregoing, (i) no amounts described in Section 5.9 of the Plan or reported in connection with Section 4.01(f)(ii) and paid in connection with the Plan and/or this Agreement as reimbursement for costs of any government investigation or litigation concerning the violation or

potential violation of any law, including attorney's fees, shall be treated as Restitution Amounts, (ii) neither the DOJ Forfeiture Payment, nor any amount paid to the United States pursuant to Section 4.3(b) of the Plan for Federal Government Unsecured Claims (Class 3), shall be treated as Restitution Amounts, (iii) no portion of the Settlement Payments constitutes the disgorgement of any allegedly ill-gotten gains; and (iv) no portion of the Settlement Payments is paid for, is in place of, or is properly characterized as the payment of any fine, penalty, punitive damages, or other punitive assessments. [All Restitution Amounts shall be used in accordance with the terms of the Plan, this Agreement and the Creditor Trust Documents, including for Opioid Remediation (as defined in the Governmental Remediation Trust and the Tribe TDP, as applicable), as more fully set forth in such documents.⁸]

(d) For purposes of this Section 4.01, (x) the amount of any payment made in Cash and Cash Equivalents shall be equal to the face amount of such Cash and Cash Equivalents, and the amount of any payment made through a transfer of other property shall be equal to the fair market value of such property as of the time of each such transfer; (y) the terms used in this Section 4.01 shall be interpreted in conformity with the meaning of such terms as used in Section 162(f) of the Code and the Treasury Regulations promulgated thereunder; and (z) the term "Plan" shall include the Plan, any other documents and agreements contemplated by the Plan, any other documents and agreements which are supplemental or ancillary to the Plan and any court order or judgment relating to the foregoing.

(e) For the avoidance of doubt, nothing in this Section 4.01 shall bind the IRS with respect to tax treatment, tax reporting or information reporting, and (i) no party other than PRA L.P., the IAC Payment Parties, the Shareholder Released Parties and their non-Debtor Related Persons and other Sackler Parties (collectively, the "Relevant Parties") shall be responsible for obtaining any Tax deductions or other Tax treatment claimed by any Relevant Party in connection any payments or transfers under this Agreement or the Plan, including all amounts intended to constitute Restitution (collectively the "Tax Treatment"), (ii) nothing in this Agreement shall impose on the Debtors, any Holder of an Allowed Claim, the MDT, any Creditor Trust, the Plan Administration Trust or any other entity created pursuant to the Plan (including without limitation Foundation, NewCo and their Subsidiaries), or any Related Person of any of the foregoing (collectively, the "Other Parties") any liability with respect to the Tax Treatment (including without limitation the failure of any Relevant Party to obtain such Tax Treatment) and (iii) none of the Other Parties shall have any obligation to indemnify, defend, or otherwise hold harmless any party with respect to any loss, denial, deferral, curtailment or impairment of such Tax Treatment or any related costs, interest or penalties, nor shall the failure of any party to obtain such Tax Treatment give rise to any right of any Relevant Party to any deduction, counterclaim, defense, recoupment or setoff with respect to any payments they are required to make pursuant to this Agreement or the Plan.

(f) Use of Settlement Payments.

(i) Other than with respect to Estate Payments allocated in accordance with Section 5.9(a) and (b) of the Plan, it is the intent of the Parties that the Estate Payments disbursed to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section 4.01(f)(ii). In no event may less than ninety-five (95%) of the Payment Groups' amount of such Estate Payments disbursed to Settling States and Participating Subdivisions over the entirety of all such Estate Payments (but not for any single Payment Date) be spent on Opioid Remediation.

(ii) While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G to the Governmental Entity & Shareholder Direct Settlement Agreement may use monies from Estate Payments (excepting Estate Payments allocated in accordance with Section 5.9(a)

⁸ NTD: subject to ongoing tax discussions.

and (b) of the Plan) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G to the Governmental Entity & Shareholder Direct Settlement Agreement uses any monies from such Estate Payments for a purpose that does not qualify as Opioid Remediation, such Settling State or such Participating Subdivision shall identify such amounts and report to the Settlement Administrator and the Sackler Parties' Representative how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively; provided, however, that because such fees and costs are anticipated to be funded from Estate Payments and other sources, such reporting shall be provided on aggregate basis regardless of source. It is the intent of the Parties that the limited reporting duty contemplated under this Section shall be discharged by the public posting of such information. Such reporting shall be made to the Settlement Administrator 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. Settling States and Participating Subdivisions shall make each such report within ninety (90) days of the end of the applicable six-month period. The Settlement Administrator shall set up a system to receive and preserve reports from Settling States and Participating Subdivisions that have used monies from the Settlement Fund for purposes that do not qualify as Opioid Remediation. The Settlement Administrator will not require Settling States and Participating Subdivisions without any such uses of money to submit a report, and the Settlement Administrator may treat the failure to submit a report as confirmation that a Settling State or Participating Subdivision had no such uses of money. For the avoidance of doubt, (i) any Estate Payment amounts (excepting Estate Payments allocated in accordance with Section 5.9(a) and (b) of the Plan) not identified under this Section as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount and (ii) Participating Subdivisions not listed on Exhibit G to the Governmental Entity & Shareholder Direct Settlement Agreement may only use monies from such Estate Payments for purposes that qualify as Opioid Remediation.

Section 4.02 Settlement Payments. For the avoidance of doubt, all Parties agree that no Settlement Payments or portion thereof are "payments in compensation for late or delayed transfers" under Treasury Regulations Section 1.468B-2 and shall treat and report all such payments consistent with such characterization, unless otherwise required by applicable Law.

Section 4.03 Qualified Settlement Funds. All Parties agree to treat the Master Disbursement Trust, each Creditor Trust, and the Tribe Trust (other than any Tribe Trust entity that is formed as a legal entity other than a trust) QSFs, and all Parties shall report consistently with the foregoing for all applicable U.S. federal income or other Tax purposes. Accordingly, all parties acknowledge and agree notwithstanding anything to the contrary in this Agreement that (i) the Settlement Payments are intended to be treated as amounts transferred to a QSF by, or on behalf of, a Transferor to resolve or satisfy a liability for which the QSF is established, and (ii) the actual or deemed payment or reimbursement of an amount by MDT or any Creditor Trust, if any, is intended to be permitted hereunder solely for claims that are either of the same type as the claims for which MDT and the Creditor Trusts are established or of another type that arises from the same event or related series of events for which MDT and the Creditor Trusts are established within the meaning of QSF Regulations 1.468B-1(h)(2).

Section 4.04 Settlement Agreement. All Parties intend and agree that this Agreement shall be treated for all applicable Tax purposes as a contractual agreement to make payments in respect of an agreed settlement of claims. Breach Fees payable pursuant to Section 9.05 of this Agreement shall be treated for all applicable Tax purposes as a contractual late payment fee in respect of late or delayed transfer of payments due pursuant to this Agreement.

Section 4.05 Forms W-9. On or before the Settlement Effective Date, each of PRA L.P. and MDT shall provide the other with a properly completed and validly executed IRS Form W-9 (or any

successor form) certifying that it is exempt from U.S. federal backup withholding and U.S. federal income withholding tax. Each of PRA L.P. and the Master Disbursement Trust agrees that if the IRS Form W-9 (or any successor form) previously delivered expires or becomes obsolete or inaccurate in any respect, it shall promptly provide the other party with a properly completed and validly executed IRS Form W-9 (or any successor form).

Section 4.06 Intentionally Omitted.

Section 4.07 Tax Reporting. For U.S. federal income tax purposes, the relevant IAC Payment Party(ies) is intended to be treated as the owner of each IAC Account. All interest or other income earned in any IAC Account shall be properly reported to all relevant taxing authorities by the relevant IAC Payment Party(ies) as owner of the IAC Account for all tax purposes whether or not such income has been distributed during such year.

Section 4.08 Tax Cooperation.

(a) [Subject to the limitations set forth herein, upon the reasonable written request by the Sackler Parties' Representative or PRA LP to the MDT or the [Designated State], each of the MDT and the [Designated State] agrees to cooperate in good faith with the Sackler Party Representative or PRA LP, as the case may be, to timely provide such further information and documents in its possession or reasonably available to it or to the Settling States, and use reasonable efforts to timely execute and deliver such further documents in its possession or in the possession of the Settling States as may be reasonably necessary for Payment Parties or PRA LP to establish the statements set forth in Section [4.01] to the reasonable satisfaction of their tax advisors and their independent financial auditors, including as contemplated by Section 162(f) of the Internal Revenue Code of 1986, as amended, and 26 C.F.R § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance, or that are reasonably necessary with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding with the Internal Revenue Service or other governmental authority relating to such matters ("Tax Matters"). All requests must reasonably detail the purpose for requesting the documents or other information at that time.

(b) The MDT and the Settling States agree to timely and reasonably cooperate with the [Designated State] in connection with any reasonable requests made hereunder. Such cooperation shall be limited to (x) the retention and provision (upon reasonable written request by the Sackler Parties' Representative or PRA LP) of records and information which are reasonably relevant to any such Tax Matters, and which are in the possession of the MDT or the Settling States or reasonably available to them, and (y) making employees and other personnel reasonably available on a mutually convenient basis to timely provide additional information reasonably requested and explain any material provided hereunder to the extent such cooperation does not materially and adversely affect the cooperating party. The Sackler Parties' Representative shall use reasonable efforts to make requests under this Section 4.08 no more frequently than quarterly, other than in connection with circumstances in which a more timely response is required to respond to a request from a taxing authority.

(c) Nothing in this Section 4.08 shall require the MDT, the [Designated State], any Settling State or any Participating Subdivision to (i) provide any information or document that has been filed with the Bankruptcy Court or otherwise made publicly available by the public posting of such information or document; (ii) retain information or records other than in accordance with any applicable retention policy except with respect to reasonable written requests by the Sackler Parties' Representative or PRA LP made to the MDT or the [Designated State]; (iii) provide information or documents that have been previously provided to the Sackler Parties' Representative or PRA LP; (iv) search and/or produce e-mail or physical records, except to the extent reasonably necessary to identify information or documents relevant to any

reasonable request made hereunder; (v) provide information or documents that would result in a violation of applicable law; (vi) provide information or documents that are privileged; (vii) bear any out-of-pocket costs or expenses; or (viii) provide information or documents that would result in a breach of a confidentiality agreement or obligation. In each such case where the MDT, the [Designated State], a Settling State or a Participating Subdivision does not provide a document or other information solely pursuant to the preceding sentence, the MDT, the [Designated State], Settling State or Participating Subdivision shall inform the Sackler Parties' Representative, or PRA LP to the extent legally permissible, of the basis on which information was not provided. Other than with respect to Section 4.01(f)(ii), and notwithstanding anything else herein to the contrary, the MDT, the [Designated State], the Settling States and Participating Subdivisions shall have no obligation to trace funds received pursuant to this Agreement or the Governmental Entity & Shareholder Direct Settlement Agreement; and no Settling State or Participating Subdivision shall have any obligation or responsibility for any other Settling State or Participating Subdivision under this Section 4.08.

(d) Pursuant to 26 C.F.R. § 1.6050X-1(a) and (b), the Designated State, on behalf of the MDT and all Settling States and Participating Subdivisions shall designate one of its officers or employees to act as the "appropriate official" within the meaning of 26 C.F.R. § 1.6050X- 1(f)(1)(ii)(B) (the "Appropriate Official"). The Designated State shall use reasonable best efforts to direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U to the Governmental Entity & Shareholder Direct Settlement Agreement with respect to [PRA LP and the Payment Parties] and (ii) any legally required forms, returns or amended returns with any applicable governmental authority, or any returns reasonably requested by PRA LP or a Payment Party, and (b) provides the Sackler Parties' Representative a copy of (i) the IRS Form 1098-F filed with respect to [PRA LP or such Payment Party] and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such forms, returns, or statements shall be prepared and filed in a manner fully consistent with Section [4.01] and as set forth in Section [4.01(d)].

(e) Any form, return, amended return, or written statement filed or provided pursuant to Section [4.08(d)], and any similar document, shall be prepared and filed in a manner consistent with reporting on IRS Form 1098-F. If the Designated State or Appropriate Official shall be required to file any form, return, amended return, or written statement contemplated by this Section [4.08] other than an IRS Form 1098-F in the form attached as Exhibit U to the Governmental Entity & Shareholder Direct Settlement Agreement, the Designated State shall use reasonable best efforts to direct and ensure that the Appropriate Official provides to the Sackler Parties' Representative or PRA LP a draft of such form, return, amended return, or written statement in respect of [the Payment Parties or PRA LP] no later than sixty (60) calendar days prior to the due date thereof, and shall accept and reflect any reasonable revisions from or on behalf of the Sackler Parties' Representative or PRA LP on the return, amended return, or written statement in respect of [the Payment Parties or PRA LP].

(f) For the avoidance of doubt, neither the Payment Parties, the MDT, the Designated State, nor the Settling States make any warranty or representation to any Payment Party, the MDT, Settling State, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof), and nothing in this Agreement shall impose on the MDT, the Designated State, or the Settling States any liability with respect to any tax or related obligation of the Shareholder Released Parties, or obligation to indemnify, defend, or otherwise hold harmless any Shareholder Released Party for any tax or other obligations.⁹

⁹ NTD: Subject to ongoing discussions.

Section 4.09 Private Trusts Reporting. Notwithstanding anything to the contrary herein or otherwise, none of the Private Creditor Trusts or the Public Schools Trust shall be required to provide any tax information or cooperation, or to assist in tax reporting or other tax compliance, to or for benefit of the Shareholder Released Parties or the Sackler Parties' Representative or otherwise hereunder in connection with tax matters, except for (a) periodic forwarding, not more frequently than every three months, of applicable bank statements, or, (b) solely at the applicable trustee's election, such other reporting as provides the Sackler Parties' Representative with substantially similar relevant information as appears in such bank statements, in each case, which the applicable trustee may redact (or cause to be redacted) to exclude information that it considers not reasonably necessary for the Shareholder Released Parties' tax reporting.¹⁰

ARTICLE 5. RESERVES.

Section 5.01 PAT Disputed Claims Reserves, Creditor Trust Non-Participating Claims Reserves and Released Claims Reserves.

(a) On the Plan Effective Date, the Plan Administration Trust and each Creditor Trust shall establish the PAT Disputed Claims Reserves and Creditor Trust Non-Participating Claims Reserves (collectively, "Reserves" and each individual reserve, a "Reserve"), by funding amounts in accordance with Sections 7.2(b), 7.2(c) and 7.2(d) of the Plan, as applicable. Following the Plan Effective Date, additional amounts shall be funded to the Reserves in accordance with the terms of the Plan.¹¹

(b) Following the Plan Effective Date, if any Disputed Claim or Non-Participating Claim becomes an Allowed Claim, then (A) the amount reserved for such formerly Disputed Claim or Non-Participating Claim (net of expenses incurred) shall be released from the relevant Reserve(s) and transferred in accordance with the terms of Sections 7.7(a), 7.7(b), and 7.7(c) of the Plan, as applicable, and (B) thereafter, amounts that would have been funded to such Reserve(s) with respect to such Disputed Claim or Non-Participating Claim shall instead be distributed in accordance with the terms of Sections 7.7(a), 7.7(b), and 7.7(c) of the Plan, with the Master Disbursement Trust serving as administrative agent in relation thereto, as applicable. If any Disputed Claim or Non-Participating Claim becomes a Disallowed Claim at any time, then: (A) any amount reserved for such Disputed Claim or Non-Participating Claim and funded to a Reserve from Settlement Payments shall be released from such Reserve, and transferred to the corresponding Released Claims Reserve, in accordance with Sections 7.8(a), 7.8(b), and 7.8(c) of the Plan, and (B) thereafter, amounts of Settlement Payments that would have been funded to a Reserve with respect to such Disputed or Non-Participating Claim shall instead be funded to the relevant Released Claims Reserve, as provided in the Plan. Amounts in a Reserve that were funded from sources other than Settlement Payments and any future such amounts shall be addressed in accordance with the Plan. On the Plan Effective Date (and thereafter to the extent reasonably practicable), all Reserve(s) shall be funded from Settlement Payments.

(c) Each Payment Group shall comply with the funding, reimbursement and reporting obligations with respect to the Released Claims Reserves and its associated Litigation Costs as set forth in Exhibit N, and in furtherance thereof may access the Released Claims Reserves for Litigation Costs related to a given Plan Class on the terms and subject to the conditions and limitations set forth in Exhibit N, other

¹⁰ Subject to Sackler confirmation on remediation reporting for public school trust.

¹¹ NTD: Plan to be updated to ensure that MDT has access to reporting on the Non-Participating Channeled Claims Reserves and Released Claims Reserves.

than a Payment Group or Payment Party in respect of which a Specified Breach has occurred and is continuing.

(d) Amounts shall be released from the Released Claims Reserves at the times and in the amounts, subject to the terms and conditions, as provided in Exhibit N. Amounts released from the Released Claims Reserve to any Creditor Trust, including amounts initially funded by RCR Top Off Payments, if any, shall be distributed in the same manner as Estate Payments under the Settlement.

(e) For the avoidance of doubt, and notwithstanding anything to the contrary in this Section 5.01, Exhibit N, or elsewhere, none of the A-Side Payment Parties comprising A-Side Payment Group 8 shall have any funding or reimbursement obligations under this Section 5.01 or Exhibit N, except for their obligation to pay a portion of the Estate Payment on the Settlement Effective Date, the fifth (5th) Payment Date and the sixth (6th) Payment Date to the Reserve(s) and/or the Special Operating Reserve.

Section 5.02 Special Operating Reserve Initial Funding and Mechanics.

(a) On the Plan Effective Date, the MDT shall establish a separate segregated, interest-bearing escrow account (the “Special Operating Reserve”) and fund the Special Operating Reserve with \$200 million from Estate Payments made on the Plan Effective Date and, by withholding from distributions otherwise included in Estate Payments as follows: (A) \$20 million from distributions to the Private Claimants,¹² and (B) \$180 million from distributions to the non-federal governmental entities and tribes, in each case, as set forth in the Plan.

(b) On the terms and subject to the conditions and limitations set forth in Exhibit N:

(i) Each Payment Group shall comply with the funding, reimbursement and reporting obligations with respect to the Special Operating Reserve and associated Litigation Costs as set forth in Exhibit N, and in furtherance thereof may access the Special Operating Reserve if and to the extent its Litigation Costs exceed its Retained Payment Amount, other than a Payment Group or Payment Party in respect of which a Specified Breach has occurred and is continuing.

(ii) If a Payment Group withdraws funds from the Special Operating Reserve and its Retained Payment Amount subsequently exceeds its Litigation Costs, such Payment Group shall be obligated to top up the Special Operating Reserve, as set forth in Exhibit N.

(iii) As set forth in Exhibit N, on the second Payment Date and each Payment Date thereafter, until there has been reversion as contemplated by Exhibit N (x) if the balance in the Special Operating Reserve is less than \$300 million, the MDT shall deposit out of Estate Payments made on such Payment Date additional amounts into the Special Operating Reserve to the extent necessary to increase the balance in the Special Operating Reserve to \$300 million and (y) if the balance of the Special Operating Reserve is more than \$300 million, the MDT may withdraw the excess and apply such Sweep Amount (as defined in Exhibit N) for the benefit of the [non-federal governmental entities and tribes] as set forth in Exhibit N.

(iv) Following the later of the sixth Payment Date and the date that no Material Litigation is pending, amounts will be released from the Special Operating Reserve as set forth in Exhibit N.

¹² NTD: The Plan to provide for amounts to come from each of the Private Claimants.

(c) Amounts released from the Special Operating Reserve to the MDT, including SOR Top Off Payments, if any, shall be distributed in the same manner as Estate Payments under the Settlement.

(d) So long as funds remain in the Special Operating Reserve that can be used by a Payment Group, all proposed settlement agreements between that Payment Group and non-federal governmental entities or the private claimants, or decisions not to appeal an appealable judgment, must be submitted to the MDT Advisory Council for consent in the manner set forth in Exhibit N.

(e) The MDT and the Sackler Parties' Representative shall be subject to the notification, reporting and review rights and obligations in respect of matters relating to the Released Claims Reserves, the Special Operating Reserve, Retained Payment Amounts and Litigation Costs set forth in Exhibit N.

(f) In case of any conflict between the provisions herein and the provisions of Exhibit N, the provisions of Exhibit N shall control.

(g) For the avoidance of doubt, and notwithstanding anything to the contrary in this Section 5.02, Exhibit N, or elsewhere, none of the A-Side Payment Parties comprising A-Side Payment Group 8 shall have any funding or reimbursement obligations under this Section 5.02 or Exhibit N, except for their obligation to pay a portion of the Estate Payment, on the fifth (5th) Payment Date and/or sixth (6th) Payment Date, to the Reserve(s) and/or the Special Operating Reserve.

ARTICLE 6. TERMINATION.

Section 6.01 Termination of Agreement. This Agreement shall terminate under the circumstances set forth on Exhibit I or Section 11.06(c).

ARTICLE 7. REPRESENTATIONS AND WARRANTIES OF THE SACKLER PARTIES

The Sackler Parties' Representative (with respect to Section 7.07), and each Sackler Party (with respect to each Section in this Article 7 other than Section 7.07) represents and warrants (in each case, solely as to itself) to the MDT that, as of the Agreement Effective Date (*provided* that (i) any A-Side Payment Party that is a Trust governed in whole or in part by the law of Jersey (Channel Islands) makes such representation and warranty as of the date such A-Side Payment Party receives a Court Order applicable to it as described in Section 10.01(a)(viii) and (ii) the JDS Estate and any other Payment Party subject to Section 10.01(c) and Section 10.01(d) makes such representation and warranty as of the date it receives the court approval described in Section 10.01(c)), the Settlement Effective Date, and each anniversary of the Settlement Effective Date (in each case, except to the extent a representation or warranty is expressly made as of a specific date, in which case it is made only as of such date):

Section 7.01 Formation and Power.

(a) Each such Sackler Party that is not a Trust, decedent's estate or natural person, including a corporation, limited liability company or limited partnership, (i) is duly formed, validly existing and in good standing or the equivalent thereof (to the extent such concepts are recognized under applicable Law) under the Laws of its jurisdiction of formation, with full power and authority to enter into this Agreement and the Collateral Documents to which it is a party and perform all of its obligations hereunder and thereunder; *provided*, that solely with respect to any Trust subject to Section 10.01(c) and Section 10.01(d), such power and authority, solely as it relates to the guarantee of an estates obligations, shall be subject to the approval of the applicable court, (ii) is duly qualified and authorized to do business and in good standing or the equivalent thereof (to the extent such concepts are recognized under applicable Law) under the Laws of

each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification and (iii) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; in the case of clauses (ii) and (iii), except as would not materially adversely affect the ability of such Sackler Party to enter into this Agreement or the Collateral Documents to which it is a party and perform its obligations hereunder or thereunder.

(b) Each such Sackler Party that is a Trust (i) was duly created under the laws of its Original Jurisdiction of Creation as set forth on Exhibit R, (ii) has its situs and principal place of administration, and validly exists under the laws of, its Jurisdiction of Administration as set forth on Exhibit R and (iii) is governed (taking into account any express provisions in its organizational documents) by the laws of its Governing Law Jurisdiction as set forth on Exhibit R. With respect to such Trust, Exhibit R sets forth a true and complete list of (A) its currently acting trustees, (B) its Power Holders, (C) its Required Interested Persons, (D) its Beneficiary Interested Persons and beneficiaries under a legal disability (with an accurate notation identifying each such beneficiary, if any, that is under a legal disability (e.g., is a minor) and the date of birth of any such individual under a legal disability who is not a minor and with minors identified by year of birth and familial relationship such as “Child # 1 of [Name], [year of birth]” and not by actual name) and (E) its Possible Refunding Trusts, if any. The information on Exhibit R related to the information regarding the Trusts described in this Section 7.01(b) may be amended by the Sackler Parties’ Representative at any time and from time to time to reflect changes occurring with respect thereto after the date hereof, *provided* that notice and a copy of such amendment shall be provided promptly to the MDT, in which case the representation and warranty set forth above with respect to such Exhibit R shall be true and correct as of the date of such amendment.

(c) With respect to the Sackler Party that is the JDS Estate, the JDS Estate (i) has its situs and principal place of administration as set forth on Exhibit R, and (ii) has a governing instrument that was admitted to original probate, with permanent letters issuing to its personal representative(s), by the court set forth on Exhibit R. Exhibit R sets forth a true and complete list of (A) the JDS Estate’s currently acting personal representatives, (B) the JDS Estate’s Power Holders, (C) the JDS Estate’s Required Interested Persons, and (D) the JDS Estate’s Beneficiary Interested Persons and beneficiaries under a legal disability (with an accurate notation identifying each such beneficiary, if any, that is under a legal disability (e.g., is a minor) and the date of birth of any such beneficiary under a legal disability who is not a minor and with minors identified by year of birth and familial relationship such as “Child # 1 of [Name], [year of birth]” and not by actual name).

(d) In the case of a Sackler Party that is a Trust or the JDS Estate, the trustees of each Trust and the personal representatives of the JDS Estate (i) have been duly appointed and are validly acting as the trustees and personal representatives of each Trust and the JDS Estate, (ii) are resident and/or have their respective principal place of business as set forth on Exhibit R, (iii) in the case of trustees and personal representatives that are not individuals (x) are duly formed, validly existing and in good standing or the equivalent thereof (to the extent such concepts are recognized under applicable Law) under the Laws of their jurisdiction of formation, with full power and authority to act and exercise their powers and authorities as a trustee or personal representative of such Sackler Party, (y) are duly qualified and authorized to do business and in good standing or the equivalent thereof (to the extent such concepts are recognized under applicable Law) under the Laws of their jurisdiction of formation and each other jurisdiction where their acting as trustees or personal representatives of such Sackler Party requires such qualification, authorization and good standing (with respect to the administration of the Trust or the JDS Estate as currently conducted) and (z) have all requisite governmental licenses, authorizations, consents and approvals to operate its businesses (to the extent relevant to acting as a trustee, personal representative or otherwise join in the administration, of the Trust and the JDS Estate) as currently conducted; in the case of clauses (y) and (z), except as would not materially adversely affect the ability of such Sackler Party (or such trustee or personal representative in its own capacity on their behalf) to enter into this Agreement or the Collateral Documents

to which such Sackler Party is a party and perform its obligations hereunder and thereunder (if applicable), (iv) have all requisite power and authority in their own capacities acting on their own behalf to serve as trustees and personal representatives of such Sackler Party, and (v) have all requisite power and authority in their capacities as trustees and personal representatives of such Sackler Party to execute, deliver and perform such Sackler Party's obligations (which for the avoidance of doubt are the obligations of the trustees or personal representatives thereof in their capacities as trustees and personal representatives thereof) under this Agreement and the Collateral Documents to which such Sackler Party is a party.

(e) Except (i) to the extent investment discretion has been delegated to investment managers, and (ii) for contractual restrictions related to specific investments, each trustee of such Sackler Party that is a Trust and each personal representative of the JDS Estate (or, for the avoidance of doubt but subject to the proviso of this Section 7.01(e), in the case of a Trust with more than one trustee or if at the time of the making of this representation there shall be more than one personal representative of the JDS Estate, the trustees of such Trust and the personal representatives of the JDS Estate) has sole discretion, power and authority to manage and control the assets of the Trust and the JDS Estate, as applicable, for both investments and determinations of distributions, to sell, exchange, invest, reinvest, dispose of, or pledge the assets of the Trust and the JDS Estate, as applicable, including the IAC Pledged Shares and the other Collateral owned by such Person, and to incur debt and enter into agreements to pay or make binding guarantees, subject to the restrictions and qualifications (if any) set forth in the governing instruments of such Trust or the JDS Estate requiring the trustee or personal representative, as applicable, to obtain the consent of a protector or other Person (a "Consent Person"), which restrictions and qualifications (including the identity of all Consent Persons) are each listed on Exhibit Q, in order to take certain actions; *provided* that, for the avoidance of doubt, in the case of a Trust with more than one trustee whose Trust instrument confers any such discretion, power or authority on one or more but less than all of the trustees (or if at the time of the making of this representation there shall be more than one personal representative of the JDS Estate), the representation made in this Section 7.01(e) shall, insofar as such discretion, power or authority is concerned, be read to apply only to the trustee or trustees (or personal representative or representatives) having such discretion, power or authority.

Section 7.02 Authority; Enforceability

(a) The execution, delivery and performance of this Agreement and the Collateral Documents to which it is a party by each Sackler Party that is not a Trust, the JDS Estate or a natural person, including a corporation, limited liability company or limited partnership, and the consummation by such Sackler Party of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate, limited liability company, partnership or other entity action by such Sackler Party, and no other proceedings on the part of such Sackler Party are necessary to authorize the execution, delivery or performance of this Agreement or the Collateral Documents to which it is a party by such Sackler Party. This Agreement and the Collateral Documents to which it is a party have been duly and validly executed and delivered by such Sackler Party, and this Agreement and the Collateral Documents to which it is a party constitute valid and binding obligations of such Sackler Party, enforceable against such Sackler Party in accordance with their terms, except as such enforceability may be limited by Bankruptcy Matters, or by general equitable principles.

(b) The execution, delivery and performance of this Agreement and the Collateral Documents to which it is a party by each Sackler Party that is a Trust or the JDS Estate and the consummation by such Sackler Party of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite trust or estate administration action, as applicable (including without limitation by any requisite action of any applicable Consent Person and approval by the Royal Court of Jersey (Channel Islands) ("Court Approval")) and no other proceedings on the part of such Sackler Party is necessary to authorize the execution, delivery or performance of this Agreement or the Collateral Documents to which

it is a party by such Sackler Party or any Consent Person. This Agreement and the Collateral Documents to which it is a party have been duly and validly executed and delivered by such Sackler Party, and this Agreement and the Collateral Documents to which it is a party constitute valid and binding obligations of such Sackler Party, enforceable against such Sackler Party in accordance with their terms, except as such enforceability may be limited by Bankruptcy Matters, or general equitable principles which, for the avoidance of doubt, do not include for these purposes any limitations for such purpose by reason of trustee or personal representative fiduciary duties, including duties of prudence and undivided loyalty.

(c) The execution, delivery and performance of this Agreement and the Collateral Documents to which it is a party by each Sackler Party that is a natural person have been duly and validly executed and delivered by such Sackler Party, and this Agreement and the Collateral Documents to which it is a party constitute valid and binding obligations of such Sackler Party, enforceable against such Sackler Party in accordance with their terms, except as such enforceability may be limited by Bankruptcy Matters, or by general equitable principles.

Section 7.03 No Contravention. Subject to the Implementation Limitations, the execution, delivery and performance of this Agreement and the Collateral Documents to which it is a party by each Sackler Party (including for the avoidance of doubt by the trustees of a Sackler Party that is a Trust) does not (a) contravene the terms of any such Sackler Party's organization documents (including trust documentation), (b) violate any Law, (c) violate any fiduciary duty owed to any Person, (d) violate any other agreement, instrument or trust or other restrictions to which such Sackler Party (or the trustees thereof in their capacities as such trustees) are subject or (e) violate or contravene any order or approval of any court or other governmental or judicial authority; in the case of clauses (b) through (e), except as would not materially adversely affect the ability of such Sackler Party (or the applicable trustee on their behalf) to enter into this Agreement or the Collateral Documents to which it is a party and perform its obligations hereunder and thereunder.

Section 7.04 Net Asset Reports. Except with respect to any projections, forecasts or other forward-looking information set forth therein, and subject to the qualifications, estimates and methodology set forth therein, (i) if such Sackler Party is an Initial Covered Sackler Person (as defined in the Case Stipulation), then the applicable Net Asset Presentations fairly present, in all material respects, the balance sheets of such Sackler Party as of the respective dates set forth therein, and (ii) if such Sackler Party is not an Initial Covered Sackler Person, then the additional balance sheet information provided to the Debtors and their advisors by Huron Consulting Group with respect to such Sackler Party and the other members of such Sackler Party's Family Group fairly presents, in all material respects, the balance sheets of such Persons as of the respective dates set forth therein.

Section 7.05 List of IACs. Each of the representations made in clauses (a) through (i) of this Section 7.05 is made by the members of each Payment Group, as of the date hereof, solely with respect to the members of their Family Group, and, any such representation made by the members of a particular Payment Group, to the extent necessary, assumes the accuracy of any corresponding representation made by any Sackler Party that is not a member of such Payment Group.

(a) Exhibit E-1 sets forth:

(i) a true and complete list of all non-U.S. (and certain U.S.) pharmaceutical companies that are operating companies Controlled, directly or indirectly, individually or acting together with other Sackler Parties or their Affiliates, by one or more Sackler Parties, other than those entities set forth on Exhibit E-2 (which for the avoidance of doubt, are not IACs for purposes of this Agreement); and

(ii) with respect to the A-Side IAC Payment Parties and the B-Side IAC Payment Parties, respectively, a true and complete list of all Subsidiaries of such A-Side IAC Payment Parties and B-Side IAC Payment Parties that directly or indirectly holds any common and preferred equity interests in any IAC (and with respect to each such Subsidiary that is not wholly owned by a single A-Side IAC Payment Party or B-Side IAC Payment Party, each other equity owner and the percentage interest thereof).

(b) Besides the IACs and the entities listed on Exhibit E-2, the members of each Payment Group are, solely with respect to the members of their Family Group, not aware of any other operating non-U.S. pharmaceutical headquartered company in which any of their members holds an equity interest in excess of 5% of such company's outstanding equity.

(c) All Equity Interests in each IAC that are owned, directly or indirectly by a member of a Family Group or any other Sackler Party are owned through one or more IAC Pledged Entities.

(d) All of the debt that has been provided directly or indirectly to an IAC or Subsidiary of an IAC by a Related Party of such IAC or Subsidiary of such IAC is ultimately owed, directly or indirectly, to the IAC Payment Parties.

(e) Except as set forth on Exhibit E-3, (i) the A-Side IAC Payment Parties directly or indirectly own 50% of the Equity Interests of the IACs and (ii) the B-Side IAC Payment Parties directly or indirectly own 50% of the Equity Interests of the IACs.

(f) Each IAC Pledgor is the record owner, and holds good and valid title to, the IAC Pledged Shares to be pledged by it pursuant to Section 3.06, free and clear of any and all Liens, and has not granted any option to purchase or agreed to sell any such IAC Pledged Shares to any third party. All Equity Interests in each IAC Pledged Entity are held directly by one or more IAC Pledgors and, collectively, the IAC Pledgors hold one hundred percent (100%) of the Equity Interests in the IAC Pledged Entities.

(g) The IAC Pledgors are comprised of all or certain of the IAC Payment Parties and their Subsidiaries.

(h) All loans owed by an IAC to a Sackler Party are either an Intercompany Loan or an IAC Loan.

(i) Any option to purchase any Equity Interests in an IAC held by any IAC Holding Company or any Subsidiary of an IAC Payment Party has been exercised.

Section 7.06 List of Assuring Parties. Exhibit K represents a true and complete list of each of the Assuring Parties included in such Sackler Party's Family Group as of the date hereof.

Section 7.07 IAC Incentive Compensation Arrangements. The IAC Incentive Compensation Arrangements are, and during the Sackler Sale Period will remain, in place.

ARTICLE 8. COVENANTS

Section 8.01 Non-Circumvention. Each Sackler Party covenants and agrees that it shall not, and shall cause all Persons under its Control not to, intentionally take or fail to take any action a purpose or material effect of which is to avoid, circumvent, frustrate or impair the ability of any Sackler Party to satisfy its Obligations or other obligations under this Agreement or the Collateral Documents to which it is a party,

the enforcement thereof or the ability of the MDT to recover any unpaid Obligations (a “Prejudicial Impact”); *provided that*, notwithstanding the foregoing, any Sackler Party may (i) for the avoidance of doubt, take any action expressly permitted by this Agreement (including the Credit Support Annexes) or the Collateral Documents to which it is a party and (ii) undergo a conversion, recapitalization, reorganization, division, appointment in further trust, appointment of new trustees or personal representatives or exchange of securities into one or more corporations, limited liability companies, limited partnerships, trusts or other entities, or otherwise terminate or restructure and distribute its assets and liabilities (in whole or in part) to one or more other Sackler Parties, and such action shall not constitute a Prejudicial Impact, but only, in each case, to the extent that (A) the resulting entity or trust assumes the obligations of such Sackler Party in this Agreement pursuant to a joinder agreement in the form attached hereto as Exhibit W, (B) to the extent such Sackler Party has provided Collateral to the MDT or any other Secured Party pursuant to any Collateral Document, such conversion, recapitalization, reorganization, division, appointment, exchange or other transaction shall not have the effect of rendering any liens in favor of the MDT or any other Secured Party granted by such Sackler Party pursuant to any Collateral Document invalid, unenforceable or unperfected or adversely affect the priority thereof and any surviving or resulting trust or entity shall take any and all steps as are necessary to maintain the MDT’s or such other Secured Party’s perfected security interest (without lapse or change in priority) and also complies with all applicable limitations and requirements imposed under each Collateral Document to which such Sackler Party is a party, (C) the resulting entity or Trust is in the same Payment Group as its predecessor, or, in the case of a Crossover Member, the Crossover Member allocates its assets and liabilities proportionately among all Payment Groups it belongs to, (D) in the case of a Trust, each trustee and each Assuring Party that is a Power Holder of the continuing or resulting Trust shall have delivered to the MDT a Trust Certification and Further Assurances Undertaking, respectively, and (E) in the case of any change in the personal representatives of the JDS Estate, each personal representative and each Assuring Party that is a Power Holder of the JDS Estate shall have delivered to the MDT an Estate Certification and Further Assurances Undertaking, respectively.

Section 8.02 No Interference. Each Sackler Party hereby covenants and agrees that it will not, and shall cause all Persons under its Control not to, intentionally take any action that would in any material respect interfere with, delay, impede, postpone or frustrate the confirmation or consummation of the Plan and implementation of the transactions contemplated in this Agreement and under the Collateral Documents to which such Sackler Party is a party. Each Sackler Party further covenants and agrees to comply with the provisions of the Plan applicable to it.

Section 8.03 Consent to Cancellation of PPLP Interests and De Minimis PRALP Interests.

(a) PRA L.P. hereby agrees, subject to the terms and conditions of this Agreement, to the deemed surrender, cancellation and/or redemption of the PPLP Interests pursuant to the Plan and that the direct and indirect holders thereof shall not receive or retain any property under the Plan on account of the PPLP Interests.

(b) The Parties agree, subject to the terms and conditions of this Agreement, to the deemed surrender, cancellation and/or redemption of the PPI Interests and the De Minimis PRALP Interests (with any taxes of Purdue Pharma Inc. and any other after-tax costs to Purdue Pharma Inc. attributable to its De Minimis PRALP Interests and resulting from the transactions contemplated in the Plan and this Agreement including, for the avoidance of doubt, any sales of IACs, being borne by the Sackler Parties) pursuant to the Plan and that (i) Purdue Pharma Inc. shall not receive or retain any property under the Plan on account of the De Minimis PRALP Interests and (ii) the direct and indirect holders of Purdue Pharma Inc. shall not receive or retain any property under the Plan on account of the PPI Interests.

Section 8.04 MDT Shareholder Insurance Rights. The Sackler Parties agree to the treatment of the MDT Shareholder Insurance Rights on the terms and conditions set forth in the Plan.

Section 8.05 Naming Rights.

(a) Each Payment Party covenants and agrees that it shall not, and the Confirmation Order shall provide that each Family Member that is a member of the Payment Group to which such Payment Party is a member shall not seek, request, or permit any new naming rights for the “Sackler” name with respect to charitable or similar donations to organizations (irrespective of when such funds were donated or from what source) until the later to occur of (1) the date on which the remaining unpaid Payment Obligations of the Payment Groups that such Family Member is a member have been reduced to zero (accounting, in the case of an A-Side Payment Group, for the maximum amount the A-Side Payment Group may be liable for hereunder) and (2) the first date on which the IAC Payment Parties of such Payment Groups are no longer the owners or holders of any interest in any IAC (other than Retained Interests permitted by Section 3.01(b)); *provided* that at such time such Payment Party and its associated Payment Group and Family Members are in compliance with their obligations under Section 8.08. For the avoidance of doubt, nothing in this Section 8.05 or the Confirmation Order shall prohibit (x) any Payment Party or Family Member from making any charitable or similar donations or (y) the publication of the name of any Payment Party or Family Member making a charitable or similar donation in connection with such donation, *provided* such publication is not pursuant to a naming right.

(b) Each Payment Party further covenants and agrees that it shall, and the Confirmation Order shall provide that each Family Member that is a member of the Payment Group to which such Payment Party is a member shall, upon occurrence of the Plan Effective Date, allow any institution or organization in the United States that has provided naming rights to any such Payment Party or Family Member to remove the “Sackler” name from any applicable (i) physical facilities and (ii) academic, medical, and cultural programs, scholarships, endowments, and the like, subject to the following conditions: (A) such institution or organization shall provide the respective Payment Party or Family Member with forty-five (45) calendar days’ confidential notice of its intention to remove the “Sackler” name; (B) if such institution or organization in its discretion determines that an announcement or other disclosure regarding the removal of the “Sackler” name is necessary, such announcement or disclosure shall include a statement that indicates that such removal is pursuant to an agreement reached in mediation in the Bankruptcy Cases; and (C) any statements issued by such institution or organization in connection with or substantially concurrent with such removal shall not disparage any Payment Party or Family Member, *provided* that nothing in this clause (C) shall restrict any academic or similar work at such institution or organization. For the avoidance of doubt, the removal rights provided in this Section 8.05(b) shall not limit any rights that any applicable institution or organization otherwise may have irrespective of this Agreement.

Section 8.06 Intentionally omitted.

Section 8.07 Notification of Breach. If any Party becomes aware that a Breach Trigger or Breach has occurred, such Party shall provide notice in accordance with Section 11.01 of this Agreement to all other Parties of the occurrence of such Breach Trigger or Breach within five (5) Business Days (for the avoidance of doubt, any such notice provided by the Sackler Parties’ Representative shall constitute notice provided on behalf of all applicable Sackler Parties (other than any A-Side Payment Party that comprises A-Side Payment Group 8). Until the earlier of (i) the commencement of a Dispute Proceeding and (ii) the time at which the MDT is permitted to exercise remedies pursuant to Section 9.02(a) of this Agreement, the Parties shall not disclose any occurrence or notice of Breach Trigger or Breach except (a) to the other Parties, (b) to their respective representatives and advisors to whom the confidential nature of such information is also disclosed, (c) as required by applicable law, rule, regulation, or ethical requirement, or by any governmental, judicial, administrative, regulatory or quasi-regulatory body or

process or any self-regulatory organization or (d) as necessary, in the sole discretion of the MDT, to evaluate or consider enforcement of its rights and remedies in connection with such Breach Trigger or Breach or as necessary to notify potential affected parties as to the impact of such Breach Trigger or Breach on the MDT's abilities to fulfill its contractual or fiduciary duties (including its obligations under the Plan); *provided* that notice to potential affected parties shall not be through the making of a public announcement or public disclosure (whether by press release, social media posting or otherwise).

Section 8.08 Opioid Business. Each Person listed on Exhibit H-1 (each, a “Restricted Person”) shall not, other than by way of ownership of the IACs (unless and to the extent such IAC is no longer owned (directly or indirectly) by such Person (other than Retained Interests)), engage directly or indirectly in the manufacturing or sale of opioids, *provided, however*, that this provision shall not prohibit: (a) any investment in any third-party investment vehicle that is not controlled by any Restricted Person(s) and that makes investment decisions over which such Restricted Person has no discretion; *provided* that it is not an express investment purpose or objective of such third-party investment vehicle to make investments in the opioid business or in entities engaged in the manufacturing or sale of opioids; (b) any investment in less than 5% of the equity of any Person; (c) investments in any Person for whom the researching, development, manufacturing, distribution or sale of opioids is incidental or does not constitute one of such Person's principle businesses or business segments (including, without limitation, the practice of medicine or engaging in academic research on opioids); (d) investments held by such Restricted Person on the Agreement Effective Date and identified on Exhibit H-2 (or received as proceeds from dispositions of such investments); (e) activities related to MN Consulting LLC (as identified on Exhibit H-2), including serving as a director or officer thereof, only for so long as any IAC Payment Party directly or indirectly owns an IAC, to the extent such activities would otherwise violate this Section 8.08; or (f) engaging in activities for which the researching, development, manufacturing, distribution or sale of opioids is incidental, including, without limitation, the practice of medicine or engaging in academic research on opioids. To the extent that any Restricted Person engages in dispositions, sales or other transfers in order to comply with this provision, such dispositions, sales or other transfers shall not be with Persons known to such Restricted Person to be Related Parties, *provided* that for the purposes of this provision, Related Parties shall not include any IAC, any IAC Holding Company or any IAC Pledged Entity that is as of the time of determination not still owned or controlled by any of the Sackler Parties. In the event a Restricted Person holds an investment or interest in a Person and such Person makes acquisitions or changes its business to cause such investment or the holding of such interest to be impermissible under this Section 8.08 but for this sentence, the holding of such interest or investment shall not be a violation of Section 8.08 so long as (i) such Restricted Person uses its commercially reasonable best efforts to dispose of all or a portion of such investment sufficient to cause it no longer to be impermissible within ninety (90) calendar days (in the case of marketable securities) or one-hundred and eighty (180) calendar days (in the case of non-marketable securities) of learning of the pertinent facts of such acquisitions or change in business, and (ii) such Restricted Person has disposed of all or a portion of such investment sufficient to cause it no longer to be impermissible hereunder prior to the second anniversary of learning of the pertinent facts of such acquisitions or change in business.

Each Restricted Person that has any ownership interest in any entity listed on Exhibit H-2 (except for MN Consulting LLC) (each, a “Exhibit H-2 Entity”) shall (i) not actively participate in the ongoing management of any of the Exhibit H-2 Entities; (ii) not provide their consent (where required under the relevant documentation) to any action intended to lead to a material expansion of the opioid business of the Exhibit H-2 Entities; (iii) use commercially reasonable best efforts to explore exit options with regard to their investments in those of the Exhibit H-2 Entities the ownership of which would be prohibited by this Section 8.08 but for the fact that such entities are listed on Exhibit H-2; and (iv) at such time as applicable restrictions on their rights to exit their investments in the Exhibit H-2 Entities lapse, use their commercially reasonable best efforts to dispose of such investments, if and to the extent that their ownership of such entities would be prohibited by this Section 8.08 but for the fact that such entities are listed on Exhibit H-2.

Section 8.09 Additional Assuring Parties. The Sackler Parties shall use commercially reasonable best efforts to cause each Power Holder promptly to execute a Further Assurances Undertaking upon such Person becoming a new Power Holder with respect to any relevant power and promptly notify the MDT of any difficulties encountered in obtaining the same.

Section 8.10 Opinions of Counsel. If counsel to the Ad Hoc Committee or counsel to the Creditors' Committee seeks to secure any Opinions of Counsel as to (1) the enforceability of the security interests with respect to the Collateral granted by the applicable Payment Parties and the IAC Pledgors to the Secured Party pursuant to the Collateral Documents or (2) the perfection of the security interests with respect to the Collateral granted by the applicable Payment Parties and the IAC Pledgors to the Secured Party pursuant to the Collateral Documents, then the applicable Payment Parties and IAC Pledgors shall cooperate with the reasonable requests of such counsel related to the provision of such Opinions of Counsel, *provided* that such cooperation shall not be required if counsel to the applicable Sackler Party has provided the applicable Opinion of Counsel or has communicated to counsel to the Ad Hoc Committee and counsel to the Creditors' Committee that it will provide the applicable Opinion of Counsel (and such Opinion of Counsel is actually provided).

Section 8.11 Refunding. Each Trust hereby covenants and agrees that any property reverting or required to be refunded to such Trust by or from any other Trust shall be held by the trustees of such recipient Trust as a separate resulting trust that will remain subject to the transferring Trust's obligations under the Settlement Agreements as if still held by such transferring Trust (with the satisfaction of obligations due MDT having, with respect to such resulting trust and the property thereof, priority over all other obligations of the recipient Trust to the fullest extent permitted by applicable law), and to execute such further documents as the MDT may reasonably request to evidence and confirm the same.

Section 8.12 IAC Incentive Compensation. The IAC Payment Parties shall ensure that the IACs and/or their Affiliates and associated entities maintain incentive compensation arrangements designed to incentivize key individuals who, in the judgment of the Sackler Parties' Representative, are critical to the Sale of the IACs in accordance with this Agreement ("IAC Incentive Compensation Arrangements").

Section 8.13 Additional IACs. Each Sackler Party hereby covenants and agrees that, in the event there is an entity that is as of the Agreement Effective Date a non-U.S. pharmaceutical operating company Controlled, directly or indirectly, individually or acting together with other Sackler Parties or their Affiliates, by one or more Sackler Parties is not listed on Exhibit E-1 (other than those entities set forth on Exhibit E-2), the applicable Sackler Parties shall, within ninety (90) calendar days of becoming aware of any such entity and that it is not listed on Exhibit E-1, deliver to the Parties an amended Exhibit E-1 that includes such company and such company shall constitute an "IAC" for all purposes under this Agreement as of the date of such delivery. Each Sackler Party that owns (directly or indirectly) Equity Interests in such IAC, as may reasonably be requested by the MDT, shall become an IAC Payment Party under this Agreement and/or shall cause any of its Controlled Affiliates that own any Equity Interest in such IAC to become an IAC Payment Party under this Agreement (in each case to the extent it is not already an IAC Payment Party). Each such Sackler Party shall (or shall cause a Controlled Affiliate to) grant a security interest in an entity that directly or indirectly owns 100% of the Equity Interests of such IAC owned (directly or indirectly) by such Sackler Party to the MDT pursuant to Section 3.07. For the avoidance of doubt, any IAC Payment Party that becomes party to this Agreement subsequent to the Agreement Effective Date pursuant to this Section 8.13 shall be bound by, and subject to the terms of, this Agreement applicable to IAC Payment Parties (including with respect to such newly added IAC) as of the date an amended Exhibit E-1 is delivered to the Parties pursuant to this Section 8.13 (and any representations and warranties made pursuant to this Agreement shall be made as of the date of such delivery) and all references in this Agreement to "Agreement Effective Date" and "Settlement Effective Date" shall, with respect to any such new IAC Payment Party and IAC, be understood to be the date of such delivery.

Section 8.14 Intentionally omitted.

Section 8.15 Cooperation. In connection with any claims by [the MDT] related to matters that are the subject of the Shareholder Released Claims, if [the MDT] believes in good faith that one or more documents relevant to any such claim may exist that (a) are not available in the Document Repository and (b) may be in the possession of a Payment Party that is a Covered Party (as defined in the Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors, and Certain Related Parties [D.I. No. 518]), then (x) [the MDT] may deliver a request to such Covered Party, which request shall include the name of each document requested in sufficient detail to identify it, and (y) such Covered Party shall (i) conduct a review of its records to ascertain whether such Covered Party possesses any document identified in a request made in accordance with the immediately preceding clause (x) and (ii) provide a copy of such document or documents to [the MDT] at [the MDT]'s sole cost and expense; provided that no Covered party shall be obligated to provide any document hereunder if doing so would result in the loss of any privilege for such Covered Party.

Section 8.16 Certain Matters related to Probate and Death of a Payment Party. The Sackler Parties' Representative shall provide written notice to the MDT: (i) upon the death of any Payment Party or when any such Payment Party's probate estate is accepting claims and (ii) upon any Sackler Party becoming aware, in each case promptly following any Sackler Party becoming aware of such matter that any Payment Party (or the estate of a Payment Party) is preparing or intending to distribute or transfer material assets to any Person in connection with such death or the death of any Family Member.

ARTICLE 9. BREACH AND REMEDIES

Section 9.01 Breach. The events described in this Section 9.01 shall, as specified herein, constitute a "Breach Trigger", "Specified Breach" or "Non-Specified Breach":

(a) Non-Payment. The Payment Parties in a Payment Group fail to pay when due all or any portion of (A) the Payment Obligations (excluding the IAC Sale Bonus Payment, but including any Payment Date Obligation) owed by such Payment Group pursuant to Article 2) or (B) any Breach Fee pursuant to Section 9.05, each of which, upon notice by the MDT to the Sackler Parties' Representative pursuant to Section 11.01, shall constitute a Specified Breach with respect to all the Payment Parties in such Payment Group. For the avoidance of doubt, no Specified Breach by any Payment Group under this Section 9.01(a) shall be a Specified Breach by any other Payment Group and no obligations of any Payment Group shall be affected by a Breach by any Payment Party pursuant to this Section 9.01(a), other than a Payment Party in such Payment Group. For the avoidance of doubt, there shall be no Breach Trigger associated with the Specified Breaches in this Section 9.01(a).

(b) IAC-Related Specified Breaches. Each of the following shall, upon notice by the MDT to the Sackler Parties' Representative pursuant to Section 11.01, constitute a Breach Trigger, and if such Breach Trigger continues for thirty (30) or more days (or such different period solely to the extent set forth in this Section 9.01(b)), shall constitute a Specified Breach (x) with respect to a Breach Trigger other than as described in Section 9.01(b)(i)(B), only with respect to the breaching IAC Payment Party and (y) with respect to a Breach Trigger described in Section 9.01(b)(i)(B), by all of the IAC Payment Parties in the Payment Group of which the breaching IAC Payment Party is a party pursuant to Section 2.06:

(i) Any IAC Payment Party fails to (A) deposit Sale Proceeds or IAC Distributions in an IAC Account pursuant to Section 3.06(c) or (B) pay when due all or any portion of any IAC Sale Bonus Payment it owes pursuant to Section 2.06; and

(ii) Any IAC Payment Party fails to perform or observe any term, covenant or agreement contained in Section 3.06(d), Section 3.06(e) or Section 3.06(f); *provided* that the Breach Trigger for this subparagraph shall constitute a Specified Breach if such Breach Trigger continues for sixty (60) or more days.

(c) Confessions of Judgment. Any Sackler Party fails to perform or observe any term, covenant or agreement contained in Section 11.05, which shall (i) with respect to the obligation to maintain regular renewals as necessary under applicable law of the Confessions of Judgment, constitute a Breach Trigger, and if such Breach Trigger continues for thirty (30) or more days, shall constitute a Specified Breach with respect to such Sackler Party (but not, for the avoidance of doubt, with respect to other Sackler Parties); and (ii) with respect to any other term, covenant or agreement contained in Section 11.05, constitute a Breach Trigger upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) of such Breach Trigger, and if such Breach Trigger continues for thirty (30) or more days, shall constitute a Non-Specified Breach with respect to such Sackler Party (but not, for the avoidance of doubt, with respect to other Sackler Parties).

(d) Clawback of Payment. If the MDT, any Creditor Trust or any recipient of a distribution from a Creditor Trust is required in any Insolvency Proceeding or otherwise to disgorge, turn over or otherwise pay any amount to the estate of any Payment Party (or any trustee, receiver or similar Person therefor), because the payment of such amount was declared to be fraudulent or preferential in any respect or for any other reason, any amount (a "Recovery") to the estate of any Sackler Party (or any trustee, receiver or similar Person therefor), because the payment of such amount was declared to be fraudulent or preferential in any respect or for any other reason, whether received as proceeds of security, enforcement of any right of setoff or otherwise, and the MDT has not been made whole with respect to such amount, which, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, shall constitute a Breach Trigger, and which, if such Breach Trigger continues for thirty (30) or more days, shall constitute a Specified Breach with respect to the Payment Group that includes such Sackler Party.

(e) Contest of Validity of Agreement. If any Sackler Party, through a legal proceeding, (i) contests in writing the validity or enforceability of any provision of this Agreement or any Definitive Document (including in any judicial forum or by asserting that the Agreement or any Definitive Document to which such Sackler Party is a party does not constitute a valid or binding obligation of such Sackler Party), (ii) denies in writing that it has any further liability or obligation under the Agreement or any other Definitive Document (other than in accordance with its terms including as a result of payment in full of its Payment Group's Settlement Payment Obligations and all other Obligations), (iii) purports in writing to revoke or rescind the Agreement or the Collateral Documents to which it is a party or (iv) purports in writing to challenge the validity, enforceability or perfected nature of the liens created thereby (such actions set forth in clauses (i)-(iv), collectively, the "Challenges") which, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, and (x) such Challenge is not withdrawn or otherwise remedied within fifteen (15) calendar days of such notice, then such Challenge shall constitute a Specified Breach with respect to such Sackler Party and, (y) unless each other member of the related Payment Group of which such Sackler Party is a member delivers, within forty-five (45) calendar days of such notice, a written undertaking to the MDT that: (A) reaffirms its liability and obligations with respect to this Agreement and/or any Definitive Document which was the subject of the Challenge by the applicable Sackler Party; (B) disavows expressly the applicability of such Challenge to such other member; (C) agrees not to rely on such Challenge (or any resulting decision or judgment); and (D) confirms its obligations and commits to fully perform under this Agreement and the Definitive Documents to which it is a party, then such Challenge shall also constitute a Specified Breach with respect to each such member of the related Payment Group which fails to timely reaffirm and disavow the Challenge of the applicable Sackler Party in accordance with the terms of this Section 9.01(e).

(f) Invalidity and Enforceability of Agreement. If a court of competent jurisdiction, in a final judgment, determines that any Obligation of a Payment Party (including any successor trustees thereof) under this Agreement or the Collateral Documents (i) is not a valid or binding obligation of such Payment Party (or any successor trustee thereof) or (ii) is not enforceable against such Payment Party (or any successor trustee or property thereof) in accordance with its terms, in either case: (x) to the extent such judgment relates to a Payment Obligation of a Payment Party, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, such judgment shall constitute a Specified Breach with respect to such Payment Party, and unless each other member of the Payment Group of which such Payment Party is a member delivers, within thirty (30) calendar days of such notice, a written undertaking to the MDT that: (A) reaffirms its liability and obligations with respect to their Obligations, including as necessary and appropriate, to reformulate such Obligations to address infirmities identified by the judgment; (B) expressly disavows the applicability of such judgment to such other member; (C) agrees not to rely on such finding, judgement or decision; and (D) confirms its obligations and commits to fully perform its Obligations, such judgment shall also constitute a Specified Breach with respect to each such member of the related Payment Group which does not so reaffirm and disavow such judgment in accordance with this Section 9.01(f); and (y) to the extent such judgment relates to an Obligation other than a Payment Obligation, (i) the breach of which would be a Specified Breach, such judgment shall constitute a Specified Breach with respect to such Payment Party or (ii) the breach of which would be a Non-Specified Breach, such judgment shall constitute a Non-Specified Breach with respect to such Payment Party, and, in the case of either (y)(i) and (y)(ii), unless each other member of the related Payment Group reaffirms its liability and obligations with respect to this Agreement and/or the Collateral Documents which were the subject of such judgment in accordance with clauses (A)-(D) of this Section 9.01(f), within forty-five (45) calendar days of such notice, then such judgment shall constitute a Specified Breach or a Non-Specified Breach, respectively, with respect to each such member of the related Payment Group which does not so reaffirm and disavow such judgment in accordance with this Section 9.01(f).

(g) Collateral. Except as otherwise provided in this Agreement or any Collateral Document, including to the extent any such perfection is not required hereunder or thereunder, and except as the direct and exclusive result of an action or a failure to act on the part of the Secured Party (including the failure to maintain possession of certificates or instruments actually delivered to it representing securities or other possessory collateral pledged under the Collateral Documents or to file Uniform Commercial Code continuation statement), (i) except as set forth in clause (ii) of this Section 9.01(g), any Sackler Party's security interest and Lien on any of the Collateral purported to be created by any Collateral Document shall cease to be in full force and effect, or shall cease to give the Secured Party the Liens, rights, powers and privileges purported to be created and granted under such Collateral Document (including a valid, enforceable, perfected, first priority (except as otherwise expressly provided in this Agreement or such Collateral Document) security interest in and Lien on the Collateral thereunder in favor of the Secured Party), (ii) the Secured Party fails to have a validly perfected, first priority lien on and security interest in 100% of any Sackler Party's Equity Interests of the IAC Pledged Entities or (iii) it shall be asserted by or on behalf of any Sackler Party not to be, a valid, enforceable, perfected, first priority (except as otherwise expressly provided in this Agreement or such Collateral Document) security interest in or Lien on the Collateral covered thereby, which shall, upon notice by the MDT to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, constitute a Breach Trigger and which, if such Breach Trigger continues for thirty (30) or more days shall constitute a Specified Breach only with respect to such Sackler Party.

(h) Credit Support Annex Breaches. Each Breach Trigger, Specified Breach or Non-Specified Breach set forth in the Credit Support Annexes shall constitute a Breach Trigger, Specified Breach or Non-Specified Breach as expressly specified in and pursuant to the terms of the Credit Support Annexes.

(i) A-Side Payment Group 1 Cross-Breach. If any of A-Side Payment Group 5, A-Side Payment Group 6, A-Side Payment Group 7 (each of which includes the Fourth Tier Obligor as a member) breaches this Agreement in a manner that constitutes a Specified Breach, such breach shall also constitute a Specified Breach with respect to A-Side Payment Group 1.

(j) Breach of the Governmental Entity & Shareholder Direct Settlement Agreement. The occurrence of any events under Sections 13.04(d)(ii)(E)-(F) and 13.04(e)(ii)(E)-(F) of the Governmental Entity & Shareholder Direct Settlement Agreement shall be considered a “Specified Breach” under this Agreement and parties identified therein under the Governmental Entity & Shareholder Direct Settlement Agreement shall be permitted to exercise all remedies against the relevant Payment Party in accordance with this Article 9.

(k) Other Breaches. To the extent not enumerated in this Section 9.01 or otherwise under this Agreement as a Specified Breach (or Breach Trigger associated with a Specified Breach), any Sackler Party fails to perform or observe any term, covenant or agreement contained in this Agreement or any other Definitive Document on its part to be performed or observed, which, upon notice by the MDT to the Sackler Parties’ Representative or A-Side Payment Group 8 Representative (as applicable) pursuant to Section 11.01, shall constitute a Breach Trigger, and which, if such Breach Trigger continues for thirty (30) or more days, shall constitute a Non-Specified Breach with respect to the Payment Group that includes such Sackler Party.

Section 9.02 Remedies

(a) Payment Group and Payment Party Breaches.

(i) Upon notice (such notice, a “Breach Notice”) from the MDT of either a Specified Breach Trigger or a Specified Breach with respect to a Payment Group or, in the case of certain Specified Breaches as described in Section 9.01, a Payment Party (such Payment Group or Payment Party, as applicable, asserted to be in breach, the “Breaching Party”), the MDT shall forbear from exercising any and all remedies (including the Payment Remedy or the Release Remedy) with respect to such Breaching Party on account of such Breach Trigger or Specified Breach for a period of ten (10) Business Days following such Breach Notice, during which period such Breaching Party shall have the opportunity to contest in good faith that such Breach Trigger or Specified Breach, as applicable, has occurred pursuant to an expedited hearing in the Bankruptcy Court pursuant to Section 11.11(b) of this Agreement or otherwise (such proceeding brought pursuant to this paragraph (a), a “Dispute Proceeding”); *provided* that (A) the motion, application or other pleading filed with the Bankruptcy Court commencing such Dispute Proceeding includes a statement in writing that the Breaching Party believes in good faith that such Breach Trigger or Specified Breach has not occurred and the basis therefor, (B) the foregoing provision shall not apply, and shall not require MDT to forbear from exercising any and all remedies with respect to such Breaching Party, if such Dispute Proceedings are not brought within ten (10) Business Days following the Breach Notice (and the Remedies Forbearance Period shall be deemed to have expired after such ten (10) Business Day period if such Dispute Proceedings are not brought), (C) the sole issue that such Breaching Party may bring before the Bankruptcy Court in any such Dispute Proceeding is whether or not such Breach Trigger or Specified Breach has occurred and/or is continuing, (D) the MDT shall be entitled to contest before the Bankruptcy Court in any such Dispute Proceeding whether or not the Remedies Forbearance Period is applicable to the MDT due to the lack of a good faith dispute and (E) the Breaching Party shall seek to have the matters giving rise to the Dispute Proceeding heard on an emergency or expedited basis by the Bankruptcy Court (and all Sackler Parties party to the Dispute Proceeding hereby consent that the MDT shall also be entitled to seek such emergency or expedited hearing without further notice of any kind). If a Dispute Proceeding

has been brought before the Bankruptcy Court in accordance with the foregoing, the MDT shall further forbear from exercising any and all remedies (including the Payment Remedy or the Release Remedy) with respect to such Breaching Party on account of such Breach Trigger or Specified Breach until the later of (I) the end of the period specified by this Agreement during which the relevant Breach Trigger may be cured in accordance herewith before the occurrence of a corresponding Specified Breach, if applicable and (II) in the event the Bankruptcy Court determines in such Dispute Proceeding, after a good faith dispute, that a Breach Trigger or Specified Breach has occurred, ten (10) Business Days after the Bankruptcy Court has made its determination as to whether such Breach Trigger or Specified Breach has occurred. The forbearance periods described in this Section 9.02(a) shall be referred to herein as the “Remedies Forbearance Period”. Notwithstanding anything to the contrary in this Section 9.02(a), the right to seek a Dispute Proceeding hereunder and the Remedies Forbearance Period shall not apply to (x) Specified Breaches referenced in Section 9.01(a) with respect to amounts that are not disputed in good faith pursuant to Section 2.07 and (y) Non-Specified Breaches (and Breach Triggers with respect thereto). For the avoidance of doubt, a Breaching Party shall not be permitted to bring a Dispute Proceeding with respect to a Specified Breach if a Dispute Proceeding has previously been brought with respect to a Breach Trigger that matured into such Specified Breach, except to the extent that the facts underlying such Specified Breach differ from those underlying such Breach Trigger. For the avoidance of doubt, the MDT may exercise its rights and remedies under Article 9 through a Secured Party or a designee (as appropriate), in its sole discretion.

(ii) If a Specified Breach has occurred and is continuing, then, to the extent applicable, following the expiration of the Remedies Forbearance Period and subject to the limitations set forth in Section 9.03 and the terms of the Collateral Trust and Intercreditor Agreement, with respect to each applicable Breaching Party, the MDT may:

(A) Option 1:

(1) Declare the Settlement Payment Obligations of the Payment Group of which the Breaching Party is a member to be immediately due and payable in whole by the Breaching Party, and thereupon the Settlement Payment Obligations or other Obligations, as applicable, so declared to be due and payable shall become due and payable immediately by the Breaching Party (the “Payment Remedy”), without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by each Sackler Party; *provided*, that the MDT may, in its sole discretion, rescind any such declaration and its consequences if the rescission would not conflict with any judgment or decree (it being understood that no such rescission shall affect any subsequent Breach or impair any right or consequence thereto);

(2) The Secured Party shall have the right to foreclose on the Collateral securing the Obligations of the Breaching Party or liquidate or direct the liquidation of such Collateral in accordance with the applicable Collateral Documents and otherwise exercise remedies against such Collateral as provided in (and subject to) this Agreement (including the Credit Support Annexes) and the applicable Collateral Documents. Additionally, the MDT may pursue any other available remedy at law or in equity to collect the payment of the Settlement Payment Obligations and other Obligations, as applicable, and to the extent payable, of the applicable Payment Group from the Breaching Party or to enforce the

Breaching Party's performance under this Agreement and the Collateral Documents;

(3) The Breaching Party shall reimburse the Secured Party for all costs and out-of-pocket expenses incurred while the Breach Trigger or Specified Breach is continuing. Such reimbursement shall include (I) all costs and expenses incurred by the Secured Party related to any contest of such Breach Trigger or Breach, and (II) costs of collection and expenses, disbursements and advances of the Secured Party's agents, counsel, accountants and experts and all amounts due to the Secured Party under the Collateral Documents; and

(4) In the case of Specified Breach by a Breaching Party, such Breaching Party shall forfeit all rights pursuant to Section 2 of Exhibit N with respect to any Released Claims Reserve and the Special Operating Reserve;

or

(B) Option 2: If the Breaching Party is a Payment Party or a Payment Group, (1) declare the Shareholder Releases to be immediately void *ab initio* and of no further force or effect with respect to (I) if the Breaching Party is a Payment Party, such Payment Party or (II) if the Breaching Party is a Payment Group, or if the Breaching Party is a Payment Party whose Breach leads to a Specified Breach by the Payment Group as specified in this Agreement, or the Collateral Documents in each case and to the extent applicable, the Family Group of which the members of such Payment Group in Breach are members (it being understood for all purposes of this section that with respect to any such member of a Family Group that is an officer, director, trustee or protector with respect to trusts in the pertinent Family Group, such party is liable solely in their capacities as such) and, if a Designated Release Remedy Event has occurred, the Designated Shareholder Released Parties; whereupon; (2) the members of such Family Group and, if a Designated Release Remedy Event has occurred, the Designated Shareholder Released Parties, shall be deemed to not be Shareholder Released Parties under the Plan *nunc pro tunc* to the Plan Effective Date; (3) the *status quo ante* shall be restored with respect to the Shareholder Releases for the members of such Family Group, such Designated Shareholder Released Parties (if a Designated Release Remedy Event has occurred), the Debtors, the MDT, and each of the Releasing Parties (as defined in the Plan) with respect to the members of such Family Group and the Designated Shareholder Released Parties (if a Designated Release Remedy Event has occurred); (4) this Agreement and all related documents, including the Collateral Documents, shall be of no further force and effect with respect to such Family Group and, if a Designated Release Remedy Event has occurred, the Designated Shareholder Released Parties, except for any provisions thereof regarding reinstatement or any provisions contemplated to survive pursuant to Section 11.18 that shall survive indefinitely, *provided* that this Agreement and all related documents, including the Collateral Documents, and the Obligations thereunder (including the security interests under the Collateral Documents), shall be automatically reinstated in the event the Release Remedy or the related provisions of this Agreement are declared invalid, void or unenforceable; (5) for the avoidance of doubt, the Master Disbursement Trust and/or, if any Releasing

Parties' claims are not otherwise assignable to the Master Disbursement Trust, such Releasing Parties (solely for the benefit of the Master Disbursement Trust), shall be entitled to bring any claim or Cause of Action (on behalf of the Debtors and third parties subject to the Settlement) against such members of such Family Group and, if a Designated Release Remedy Event has occurred, the Designated Shareholder Released Parties as if the Shareholder Releases had never been granted; *provided that*, for the avoidance of doubt, the Shareholder Releases shall continue in effect for, and shall be fully enforceable by, all other Shareholder Released Parties (collectively, the "Release Remedy"); and (6) the Payment Group shall forfeit all rights pursuant to Section 2 of Exhibit N with respect to the Special Operating Reserve and any Released Claims Reserve. The rights exercised pursuant to Option 2 shall be applicable with respect to all claims against such Breaching Party that existed as of the Petition Date (as defined in the Plan), including without limitation, estate and third-party direct claims (the "Tolled Claims"), regardless of the allocation of payments of direct and estate claims among the Settlement Agreements. Such claims may be pursued by the Master Disbursement Trust and, if any Releasing Parties' claims are not otherwise assignable to the Master Disbursement Trust, such Releasing Parties (solely for the benefit of the Master Disbursement Trust). To effectuate the intent of this section, each of the Shareholder Released Parties and the other signatories hereto agree that (and the Confirmation Order shall also independently provide that) any and all periods for commencing or continuing any Tolled Claim, whether fixed by statute, agreement, order, or otherwise, shall not expire until the Payment Obligations are paid in full and no Shareholder Released Party shall assert otherwise in the litigation of any such Tolled Claim.¹³

(C) Cause the Breaching Party to forfeit all rights pursuant to Section 2 of Exhibit N with respect to the Special Operating Reserve and any Released Claims Reserve, regardless of whether the MDT exercises Option 1 or Option 2.

(iii) The MDT shall be entitled to elect to exercise the Payment Remedy and all other remedies set forth in Section 9.02(a)(ii)(A) or the Release Remedy and all other remedies set forth in Section 9.02(a)(ii)(A), but in no event shall the MDT be entitled to elect or exercise the Payment Remedy or any other remedy set forth in Section 9.02(a)(ii)(A) simultaneously with the Release Remedy. If the MDT elects the Payment Remedy (or other remedies set forth in Section 9.02(a)(ii)(A)), it shall not be prohibited from electing the Release Remedy (subject to Section 9.02(a)(iii)(A) below), but if the MDT elects the Release Remedy, it shall be prohibited from electing the Payment Remedy (or other remedies set forth in Section 9.02(a)(ii)(A)). The MDT's exercise of remedies shall also be subject to the following:

(A) Following the election of the Payment Remedy with respect to a Breaching Party, the MDT may, at any time, but only upon thirty (30) calendar days' prior written notice to the Sackler Parties' Representative or A-Side Payment Group 8 Representative (as applicable) (*provided that* during such period, the MDT shall be entitled to seek (without limitation) a temporary restraining order or similar relief enjoining the Breaching Party (and if the Breaching Party is a Payment Group all members of the corresponding Family Group) from taking actions with respect to any material amount of his, her or its property with the intent or material effect of frustrating the enforcement of the Shareholder Released Claims), elect to

¹³ NTD: To be included in further assurances undertaking and trust certifications.

forgo any and all rights to exercise or continue to exercise the Payment Remedy with respect to such Breaching Party and to instead exercise the Release Remedy with respect to such Breaching Party (and if the Breaching Party is a Payment Group the members of the corresponding Family Group) of which the members of such Payment Group in Breach are members and, if a Designated Release Remedy Event has occurred, the Designated Shareholder Released Parties. For the avoidance of doubt, if the MDT exercises the Release Remedy in respect of a Family Group, any payments of the Settlement Payment Obligations, Breach Fee or any other Obligations made by or on behalf of a Family Group (including, without limitation, in connection with the exercise of a Payment Remedy) prior to the exercise of the Release Remedy shall not be returned to the Breaching Party, but such Breaching Party shall be entitled to credit (without duplication) any such amounts that were actually received by the MDT against future judgments related to litigation in connection with the exercise of the Release Remedy. For the avoidance of doubt, the MDT shall be permitted to elect the Release Remedy at the outset (without first electing the Payment Remedy), in which case, the thirty (30) day notice period above shall not apply.

(B) If, following the election of the Release Remedy with respect to a Family Group, any court of competent jurisdiction enters an order declaring the Release Remedy or the related provisions of this Agreement invalid, void or unenforceable with respect to such Family Group, the MDT's rights to exercise the Payment Remedy with respect to the Payment Group in Breach related to such Family Group pursuant to this Agreement and all related documents, including the Collateral Documents (and the liens granted therein), shall be automatically reinstated, and the MDT may exercise such Payment Remedy with respect to such Payment Group.

(iv) With respect to A-Side Payment Group 1 and A-Side Payment Group 7 (each of which includes Millennium Trust and Perelle Bay Trust as members), a Breach by any such Payment Group shall give rise to remedies in respect of, and the MDT shall be entitled to exercise any and all remedies (including the Payment Remedy or the Release Remedy) pursuant to Section 9.02 with respect to, Millennium Trust and Perelle Bay Trust in addition to all other Payment Parties within such Payment Group that are not Crossover Members; *provided* that the proceeds resulting from any such exercise of remedies shall be allocated ratably (i.e., 50/50) to A-Side Payment Group 1 and A-Side Payment Group 7, with the proceeds segregated and allocated to any breaching Payment Group being applied in accordance with Section 9.02(d) and any proceeds allocated to a non-breaching Payment Group being deposited into one or more escrow accounts of the Secured Party to secure the obligations of such non-breaching Payment Group; [provided that each such escrow account receives proceeds attributable to a single Transferor.]¹⁴

(v) In the event the MDT is entitled to exercise remedies (including the Payment Remedy or the Release Remedy) pursuant to Section 9.02 with respect to any A-Side General Obligor, the proceeds resulting from any such exercise of remedies shall be segregated and shall be allocated (x) solely in the event that the \$133 million payable on the Settlement Effective Date pursuant to Section 2.01(g) has not been paid, to A-Side Payment Group 8 until such amount has been paid and (y) in all other circumstances, ratably (i.e., one-seventh each) to each A-Side Payment Group other than A-Side Payment Group 8, with the proceeds allocated to any breaching such A-Side Payment Group being applied in accordance with Section 9.02(d) and the proceeds

¹⁴ **NTD:** There needs to be a process to determine how this will occur.

allocated to the non-breaching Payment Groups being deposited into one or more escrow accounts of the Secured Party for the benefit of each A-Side Payment Groups that are not in Breach until the next Payment Date (or until the exercise of rights and remedies against such A-Side Payment Group if it subsequently is in Breach), at which time such amounts shall be applied against such A-Side Payment Group's obligations; [provided that each such escrow account receives proceeds attributable to a single Transferor.]¹⁵

(vi) If a Non-Specified Breach has occurred and is continuing, the MDT shall have the right to seek any additional remedy available at law or equity, including specific performance, damages and/or default interest, and if appropriate, subject to the discretion of the Bankruptcy Court, sanctions.

(vii) The Confirmation Order shall provide that each Party is required to comply in good faith with the terms of this Agreement and applicable Collateral Documents to which it is party.

(b) Delay or Omission. A delay or omission by the MDT in exercising any right or remedy accruing upon a Breach shall not impair the right or remedy or constitute a waiver of or acquiescence in such Breach or any other Breach. Except as set forth in Section 9.02(a)(iii) above, no remedy is exclusive of any other remedy, and all remedies are cumulative.

(c) Waiver of Past Breaches. The MDT may waive an existing Breach and its consequences. When a Breach is waived, it is deemed cured and the MDT and the Sackler Party or Payment Group in Breach will be restored to its former positions and rights under this Agreement, but no such waiver shall extend to any subsequent or other Breach or impair any consequent right.

(d) Priorities. If a Breach has occurred, and the Secured Party collects any cash or property from the members of the Payment Group in Breach (including any Crossover Member that is a part of such Payment Group, but subject to Section 9.03), it shall apply the cash or property (upon conversion of the property to cash) in the following order: *first*, to the Secured Party for all costs out-of-pocket expenses incurred or made by it, including costs of collection and expenses, disbursements and advances of the Secured Party's agents, counsel, accountants and experts and all amounts due to the Secured Party under the relevant Collateral Documents and hereunder; *second*, to pay Breach Fees due hereunder; *third*, to pay the Payment Obligations of the relevant Payment Group to which the Breaching Party belongs pursuant to this Agreement; and *fourth*, with respect any remaining cash or property collected from (i) A-Side Payment Group 1 (including the Fourth Tier Obligor but excluding Millennium Trust and Perelle Bay Trust), to be deposited by the Secured Party into an escrow account to secure, on a pro rata basis, the Obligations of A-Side Payment Group 5, A-Side Payment Group 6 and A-Side Payment Group 7 and (ii) Millennium Trust and Perelle Bay Trust, to be deposited by the Secured Party into an escrow account to secure the Obligations of A-Side Payment Group 7.

(e) Application of Payment Shortfall. If a Payment Party fails to make a payment required to be made on a Payment Date, the MDT shall ratably reduce the amounts paid under each Settlement Agreement, such that the aggregate reductions equal the amount of the payment shortfall from such Payment Party. For the avoidance of doubt, the reductions made pursuant to this Section 9.02(e) shall not reduce the amount of the Settlement Payment owed by the applicable Payment Group and shall not affect any rights of the MDT related to such nonpayment pursuant to this Agreement.

Section 9.03 Certain Limitations. Notwithstanding anything to the contrary set forth herein, with respect to any A-Side General Obligor or any other Crossover Member (other than Millennium Trust

¹⁵ **NTD:** There needs to be a process to determine how this will occur.

and Perelle Bay Trust), and any Payment Group that contains any such Crossover Member (including each A-Side Payment Group with respect to the A-Side General Obligor):

(a) No A-Side General Obligor shall have any liability or obligation in respect of any covenant or other obligation of any other Payment Party, but shall be liable only for the obligations specifically applicable to such A-Side General Obligor (excluding, for the avoidance of doubt, any such obligations that arise solely as a result of being included in a Payment Group but including, for the avoidance of doubt, its obligations as an A-Side General Obligor under Section 2.01(b)).

(b) A Breach by a Crossover Member (including any A-Side General Obligor, but excluding Millennium Trust and Perelle Bay Trust) shall not constitute a Breach by, or give rise to any remedies in respect of, any Payment Party other than such Crossover Member, and the MDT shall be entitled to exercise any and all remedies (including the Payment Remedy or the Release Remedy) pursuant to Section 9.02 solely with respect to such Crossover Member and not any other Payment Party or Family Group member as a result of such Breach by such Crossover Member.

(c) A Breach by any Payment Party that is not a Crossover Member (or a Breach by any Payment Group of which such Crossover Member is a member that is not the result of a Breach by such Crossover Member) shall not constitute a Breach by, or give rise to remedies in respect of, any Crossover Member (including any A-Side General Obligor but excluding Millennium Trust and Perelle Bay Trust). For the avoidance of doubt, upon any such Breach, the MDT shall be entitled to exercise any and all remedies (including the Payment Remedy or the Release Remedy) pursuant to Section 9.02 with respect to each Payment Party that is not a Crossover Member within the breaching Payment Party's Payment Group and, as applicable, the Designated Shareholder Released Parties.

(d) No A-Side General Obligor shall have any obligation in respect of any Breach Fee payable by any Payment Group (or by any other Payment Party), but shall be liable only for any Breach Fee payable in respect of a Breach by such A-Side General Obligor pursuant to Section 9.01.

Section 9.04 Trustee and Personal Representative Liability. The MDT agrees and acknowledges that certain of the Sackler Parties are trustees for the Trusts; that the trustees of such Trusts are entering into this Agreement solely in their capacities as trustees and not individually; any remedy, recourse or right of recovery against a Trust or the JDS Estate is limited to the assets of such Trust or the JDS Estate, as the case may be; and the trustees of such Trusts or personal representative of the JDS Estate shall have no personal liability hereunder except in the case of a trustee's or personal representative's own fraud or willful misconduct. For purposes of this Section 9.04, the term "willful misconduct" means action taken (or not taken) in bad faith and with actual knowledge that such action (or failure to act) is unlawful, prohibited or false and will be harmful to the MDT with respect to its rights or remedies under this Agreement.

Section 9.05 Breach Fee.

(a) In light of the impracticability and extreme difficulty of ascertaining actual damages, the Breaching Party shall pay a fee, as a liquidated damage, to the MDT on (i) the Settlement Payment Obligations and (ii) any other Payment Obligations (other than Breach Fee amounts) that are, in the case of this clause (ii), then due and owing by the Breaching Party, in each case in an amount equal to 10% per annum (a "Breach Fee"), which fee shall accrue from and after the date of the occurrence of a Specified Breach and be payable upon demand and shall continue until the earlier of the date (x) such Specified Breach is no longer continuing or (y) the Settlement Payment Obligations and all other Obligations (including accrued Breach Fees) have been paid; *provided that*:

(i) no Breach Fee shall accrue from and after the date of the occurrence of a Specified Breach or be payable in accordance with the foregoing if the Breaching Party has cured such Specified Breach prior to the expiration of the Remedies Forbearance Period;

(ii) if the Breaching Party initiates a Dispute Proceeding in accordance with Section 9.02(a), the Breaching Party shall reimburse the MDT for all legal fees and expenses incurred in connection with such Dispute Proceeding unless the Bankruptcy Court determines that a Specified Breach has not occurred; and

(iii) the Breaching Party acknowledges and agrees that if no Breach Fee is payable as a result of clause (A) of this proviso, the MDT may seek compensatory damages from the Breaching Party (either during a Dispute Proceeding or in a subsequent proceeding) in connection with such Specified Breach.

(b) For the avoidance of doubt:

(i) If the Breaching Party seeks to initiate a Dispute Proceeding in accordance with Section 9.02(a) and the Bankruptcy Court determines that there is not a good faith dispute with respect to the Specified Breach, (I) the Breach Fee shall accrue from and after the date of the occurrence of a Specified Breach and be payable upon demand and shall continue until the earlier of the date (x) such Specified Breach is no longer continuing or (y) the Settlement Payment Obligations and all the other Payment Obligations, including accrued Breach Fees, have been paid, and (II) the Breaching Party will reimburse the MDT for all legal fees and expenses incurred in connection with such Dispute Proceeding; and

(ii) if the Bankruptcy Court determines following a Dispute Proceeding in accordance with Section 9.02(a) that a Specified Breach has not occurred, no Breach Fee or any other amounts shall be owed or payable in connection therewith by the Breaching Party (and the Breaching Party shall not be required to reimburse the MDT for any legal fees or expenses incurred in connection with such Dispute Proceeding).

The foregoing computation shall be made on the basis of a year of 365 or 366 days, as the case may be.

Section 9.06 Reinstatement. In the event the MDT, any Creditor Trust or any recipient of a distribution from a Creditor Trust is required in any insolvency or liquidation proceeding or otherwise to disgorge, turn over or otherwise pay any Recovery as contemplated under Section 9.01(d) then the Settlement Payment Obligations shall be reinstated to the extent of such Recovery and deemed to be outstanding and the MDT shall be entitled to the benefits of this Agreement until the payment in full of the Settlement Payment Obligations with respect to such Recovery. If this Agreement and/or the Collateral Documents shall have been terminated prior to such Recovery, this Agreement and/or the Collateral Documents (and the Liens granted thereunder) shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto, until such time as such Recovery has been paid to the MDT pursuant to Section 9.01(e).

Section 9.07 Turnover. Except for any amounts paid to the [Private Claimants Trust] on the Settlement Effective Date, any and all distributions paid directly to any of the non-federal governmental entities or the private claimants by any of the Sackler Parties shall be received in trust for the benefit of all non-federal governmental entities and private claimants, and shall be segregated from other funds of such non-federal governmental entity or private claimant and shall be paid over to the MDT which shall be distributed in accordance with the terms of this Agreement.

Section 9.08 Special Provisions Regarding Insolvencies and Judgments

(a) If, except as part of any probate proceeding, (i) a Payment Party (other than a De Minimis Payment Party) files for or consents to any insolvency, bankruptcy, reorganization, winding-up, administration, insolvency-related dissolution, composition or similar proceeding under applicable law, (ii) a Payment Party appoints, applies for or consents to the appointment of any receiver, administrator, administrative receiver, trustee, custodian, conservator, liquidator, rehabilitator, judicial manager, provisional liquidator, administrator, receiver and manager, controller, monitor or similar officer for it or for all or any material part of its property in connection with an insolvency related event, (iii) an administrator, administrative receiver, trustee, custodian, conservator, liquidator, rehabilitator, judicial manager, provisional liquidator, administrator, receiver and manager, controller, monitor or similar officer is appointed in connection with an insolvency-related event without the application or consent of such Payment Party and the appointment is undischarged or unstayed for thirty (30) calendar days, or (iv) any insolvency, bankruptcy, reorganization, winding-up, administration, dissolution, composition or similar proceeding relating to any Payment Party or to all or a material part of its property is instituted without the consent of such Payment Party and continues undismissed or unstayed for thirty (30) calendar days (clauses (i)-(iv), collectively, “Insolvency Proceedings”), such event shall cause the total aggregate amount of Payment Obligations of such Payment Group to automatically become immediately due and payable in whole, and be deemed accelerated against such Payment Party (but not any other Payment Party in its Payment Group), in each case, without presentment, demand, protest or other notice of any kind, or any action by the Master Disbursement Trust, and claims for such amount may be asserted without reduction or adjustment in such Insolvency Proceeding on account of the Settlement Payment Obligations hereunder of other Payment Parties in such Payment Group, all of which are waived by each Payment Party hereby (for the avoidance of doubt, without limiting the application of Section 9.08(d));

(i) If any party files a motion pursuant to section 105(a) of the Bankruptcy Code (as defined in the Plan) or otherwise seeks to extend any injunction in such Insolvency Proceeding to enjoin any Sackler Party not party to the Insolvency Proceeding from performing under this Agreement and/or the MDT or Settling Parties from enforcing their rights against a Sackler Party not party to the Insolvency Proceeding under this Agreement, each member of the related Payment Group(s) shall be obligated to use reasonable best efforts: (A) to have such motion withdrawn or modified to permit enforcement of this Agreement in advance of any objection deadline or, (B) in the absence of the withdrawal or modification of the motion, to object to such motion on a timely basis. If, notwithstanding such foregoing efforts such motion is granted, each member of the related Payment Group(s) prospectively waives in connection herewith, and shall be obligated to use reasonable best efforts to retroactively waive following the granting of such motion, any and all benefits of any such injunction and to otherwise reaffirm the enforceability of the Agreement and related Definitive Documents within twenty (20) calendar days of the entry of such order. Each member of the related Payment Group(s) shall be further obligated to use reasonable best efforts to appeal any order granting the motion on a timely basis. If any member of the related Payment Group(s) fails (X) to object to the motion, (Y) to waive the benefits of the injunction and/or (Z) to pursue appeals in respect of the order granting such motion, in each case, as set forth in this Section 9.08(a)(i), such failure shall constitute a Specified Breach with respect to each such breaching Payment Party and shall cause the total aggregate amount of Payment Obligations of such Payment Group of such Payment Party as against such failing additional member(s), to automatically become immediately due and payable in whole, and be deemed accelerated, in each case, without presentment, demand, protest or other notice of any kind, or any action by the Master Disbursement Trust, and claims for such amount may be asserted without reduction or adjustment on account of the Payment Obligations hereunder of other Payment Parties in such Payment Group, all of which are waived by each Payment Party hereby (for the avoidance of doubt, without limiting the application of Section 9.08(d)).

(ii) In light of the Master Disbursement Trust's status as a secured creditor, the Master Disbursement Trust shall be entitled to seek and the Payment Party(ies) in such Insolvency Proceeding shall consent to, a traditional adequate protection package, including replacement liens, superpriority administrative expense claims and current payments of (A) Payment Obligations and (B) professional fees in such Insolvency Proceeding, as shall be further documented in the Credit Support Annexes. The Master Disbursement Trust shall be entitled to seek, and the Payment Party in such Insolvency Proceeding shall consent to, an additional Allowed Claim in such Insolvency Proceeding solely against such insolvent Payment Party for (i) reasonable and documented fees and expenses incurred in the enforcement of Master Disbursement Trust's rights under this Agreement in connection with such proceedings, which such Allowed Claim shall be payable consistent with the priorities set forth in Section 9.02(d) and (ii) the amount of then unpaid Settlement Payment Obligations for all other Payment Groups, determined for these purposes and solely for these purposes as though such Payment Party's Obligations were instead joint and several across all Payment Groups (the "Limited Deemed Joint and Several Allowed Claim"), and not solely within its Payment Group, in respect of the contingent potential for the Master Disbursement Trust to exercise the Release Remedy to otherwise facilitate the actual recovery in full of the Master Disbursement Trust from such Payment Party on account of the Settlement Payment Obligations of its Payment Group, with any Shareholder Release and Channeling Injunction for such Payment Party deemed modified, to the extent necessary and appropriate, to permit the assertion by the Master Disbursement Trust of such Claim in respect of direct and estate Causes of Action previously released by the Settling Parties; *provided, however*, that it shall be understood that for purposes of the Limited Deemed Joint and Several Allowed Claim, the Parties agree that: (x) the Limited Deemed Joint and Several Allowed Claim is reasonable in light of the potential Release Remedy and such an agreement on the liquidated amount of such Claim is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (y) there has been a course of conduct between Settling Parties and the Shareholder Released Parties giving specific consideration in this settlement for such agreement to permit the assertion and allowance of the Limited Deemed Joint and Several Allowed Claim; and (z) such Payment Party expressly acknowledges that its agreement to permit the assertion and allowance of the Limited Deemed Joint and Several Allowed Claim herein described is a material inducement to the Settling Parties; *provided, further, however*, the aggregate amounts recovered on account of such Limited Deemed Joint and Several Allowed Claim in excess of amounts otherwise owing under this Agreement by such Payment Party shall be paid directly to the applicable Payment Group or Payment Groups, if such Payment Party is a part of multiple Payment Groups. The Limited Deemed Joint and Several Allowed Claim and the related limited exception to the Shareholder Release is granted in lieu of, and to avoid any litigation with respect to, any Causes of Action (including contingent Causes of Action) that otherwise may be asserted in connection with any rights that exist on account of the potential Release Remedy against any applicable Payment Party subject to an Insolvency Proceeding, and such claim and exception is conditioned upon no Settling Party asserting any Causes of Action in such Insolvency Proceeding in connection with the Release Remedy, including asserting any argument on the merits of any Cause of Action subject to the Shareholder Releases.

(b) If any Payment Party is subject to a Major Judgment, then the full amount of the aggregate Payment Obligations of the Payment Group of such Payment Party shall, upon notice from the Master Disbursement Trust, be deemed accelerated and immediately due and payable in whole by such Payment Party (but only such Payment Party); provided that if at any subsequent time the Major Judgment no longer exists, then such aggregate Payment Obligations shall no longer be accelerated or immediately due and payable and such amounts shall instead be payable in accordance with the terms of this Agreement as if no such Major Judgment had existed.

(c) Reserved.

(d) Any amounts recovered by the Master Disbursement Trust in any Insolvency Proceeding of a Payment Party or any other proceeding of any type or nature in which claims of creditors of any Payment Party subject to a Major Judgment are determined or payment or distribution is made on account of such claims (including a foreclosure sale) shall be applied to prepay, in each case, without any discount, the Payment Obligations of such Payment Party's Payment Group or Payment Groups in direct order of maturity and on a dollar-for-dollar basis (with payments applied equally across Payment Groups if such Payment Party is a member of multiple Payment Groups).

Section 9.09 Effect of Acceleration. For the avoidance of doubt: (i) the acceleration of Payment Obligations pursuant to this Agreement as against a Payment Party but not all of other the Payment Parties in such Payment Party's Payment Group (whether as the result of (a) commencement of an Insolvency Proceedings, the occurrence of a Major Judgment or otherwise or (b) the exercise of remedies by the MDT following a Specified Breach) shall not result, on its own, in the acceleration of any Obligation as against any other Person, including other Payment Parties in the same Payment Group, and no other Person shall be obligated jointly or otherwise to satisfy such Payment Obligations on an accelerated basis or shall be in default for not satisfying all or any portion of the accelerated Payment Obligations until it would have been due if not accelerated in accordance with the terms of this Agreement; (ii) the exercise of the Payment Remedy against a Payment Party but not all the Payment Parties in such Payment Party's related Payment Group (whether the result of the occurrence of a Specified Breach, the occurrence of a Non-Specified Breach, the commencement of an Insolvency Proceeding, the occurrence of a Major Judgment or otherwise) shall not constitute, or form the basis for, on its own, a Specified Breach, a Non-Specified Breach, or an accelerated Obligation of any other Payment Party, a related Payment Group, or any other Person and (iii) the acceleration of Payment Obligations pursuant to this Agreement with respect to a Payment Group as opposed to an individual Payment Party as the result of the exercise of remedies by the MDT following a Specified Breach shall result in the acceleration of the Payment Obligations of such Payment Group against all of the Payment Parties in such Payment Group (subject to Section 9.03) and shall not, in and of itself, result in the acceleration of Payment Obligations against any other Payment Group.

ARTICLE 10. CONDITIONS PRECEDENT

Section 10.01 Settlement Effective Date.

(a) The "Settlement Effective Date" shall be the first date on which each of the following conditions has been satisfied or waived by the Sackler Parties' Representative and the MDT, with the consent of the Governmental Consent Parties and the Creditors' Committee (which consent shall not be unreasonably withheld or delayed) (except with respect to the conditions in subparagraphs (iv), (vi), (viii)-(x), and (xii)-(xvii) in this Section 10.01(a)), which may be waived by the MDT in its sole discretion, with the consent of the Governmental Consent Parties and the Creditors' Committee (which consent shall not be unreasonably withheld or delayed), *provided* that should the MDT waive any such conditions with respect to a Sackler Party without the consent of the Sackler Parties' Representative (pursuant to this Section 10.01(a)), then in no event may the MDT (or any other Party) subsequently claim that there has been a Breach due to the failure of the Sackler Parties to satisfy any such condition or any matter related thereto:

(i) the Disclosure Statement Order (A) shall be in full force and effect and (B) shall not have been reversed, modified or stayed, or be subject to a motion to stay;

(ii) the Confirmation Order (A) shall be in full force and effect and (B) shall not have been reversed, modified or stayed, or be subject to a motion to stay;

(iii) the Definitive Documents shall have been executed and delivered by each of the parties thereto and are in form and substance acceptable to the Sackler Parties' Representative in accordance with Section 11.08, and to the other parties thereto in accordance with the consents set forth therein or in the Plan;

(iv) the Rosetta Trust shall have been funded by one or both of the Funding Trusts with Cash Equivalents (as defined in Annex B) in an amount not less than the Initial Collateral Account Amount (as defined in Annex B);

(v) the approval of the terms of this Agreement and the Settlement Agreements, and of the appointment in further trust of the funding of the Rosetta Trust by one or both of the Funding Trusts as set forth in Section 10.01(a)(iv) and the confirmation of the authority of the trustees of each A-Side Payment Party that is a Trust whose Governing Law Jurisdiction is or includes the law of Jersey (Channel Islands) to enter into and perform all obligations thereunder (including, but not limited to, all payment obligations, provision of security and disclosure of documents) by the Royal Court of Jersey (Channel Islands) in connection with a pleading to be brought before that court by each Relevant Jersey Trust and to which all beneficiaries required for the Royal Court of Jersey to issue an order binding on all trust beneficiaries thereof (including those not in attendance) are to be convened and shall have the ability/opportunity to object to the grant of such approval to the trustees of each such Relevant Jersey Trust;

(vi) the MDT shall have received a certificate executed by the trustees of the Rosetta Trust certifying which of the Funding Trusts provided all or any portion of the funding set forth in Section 10.01(a)(iv) and that attached thereto is a true and correct copy of the Funding Trust Appointment with respect to each such Funding Trust and that each such Funding Trust Appointment was consented to by all of the beneficiaries necessary under the laws of such Funding Trust's Jurisdiction of Administration to non-judicially settle an account of proceedings of the trustees thereof covering the exercise of the power of appointment referred to in Section 10.01(a)(v);

(vii) the Master Disbursement Trust has become party to and bound by this Agreement and has assumed all obligations of the MDT as provided in this Agreement;

(viii) the MDT shall have received a copy of the Court Order issued by the Royal Court of Jersey (Channel Islands) or an extract thereof verifying the approval and confirmation set out in Section 10.01(a)(v) above;

(ix) the MDT shall have received Opinions of Counsel regarding:

(A) The corporate and/or trustee authority of the Sackler Parties that are not natural persons to enter into this Agreement and the Collateral Documents except, with respect to any Trust, solely to the extent such authority is addressed to the reasonable satisfaction of the MDT in the Court Order received by the MDT pursuant to Section 10.01(a)(viii); and

(B) The corporate and/or trustee authority of the IAC Payment Parties that are not natural persons and the IAC Pledgors to enter into the IAC Collateral Documents;

(x) each of the Persons listed on Exhibit K shall have executed and delivered to the MDT a Further Assurances Undertaking substantially in the form of Exhibit P;

(xi) the Plan Effective Date shall occur substantially simultaneously with the occurrence of the Settlement Effective Date;

(xii) the MDT shall have received the payment of the first Settlement Payment from each Payment Group;

(xiii) the conditions precedent set forth in each of the Credit Support Annexes shall have been satisfied (or waived) in accordance therewith;

(xiv) the Trustees of each Sackler Party that is a Trust shall have provided a Trust Certification to the MDT substantially in the form of Exhibit Q;

(xv) the personal representative of the JDS Estate shall have provided an Estate Certification to the MDT substantially in the form of Exhibit S;

(xvi) each Restricted Person that is not a Sackler Party shall have delivered an agreement reasonably satisfactory to the MDT to the effect that such Restricted Person has agreed to abide by the covenant set forth in Section 8.09;

(xvii) each Secondary Restricted Person that is not a Sackler Party shall have delivered an agreement reasonably satisfactory to the MDT to the effect that such Secondary Restricted Person has agreed to abide by the covenant set forth on Exhibit H-3;

(xviii) each of the Settling States and Participating Subdivisions under the Governmental Entity & Shareholder Direct Settlement Agreement have delivered Third Party Releases and, concurrently with the Settlement Effective Date, such releases are effective;

(xix) with respect to each Opt-Out Class Action Settlement, (x) the applicable Settlement Agreement shall have been executed and all amounts required to be paid thereunder on the Settlement Effective Date shall have been paid, or (y) all amounts payable by the Payment Parties to the MDT and members of the corresponding Class pursuant to this Agreement (and under the Plan) on the Plan Effective Date shall have been funded by the Payment Parties into a Grantor Trust Arrangement in a manner reasonably acceptable to the Creditors' Committee;

(xx) other than the Opt-Out Class Action Settlements and this Agreement, each Settlement Agreement shall have been executed and all amounts required to be paid thereunder on the Settlement Effective Date shall have been received or will be funded simultaneously with the consummation of the Plan, and all of the conditions precedent to the effectiveness of each Settlement Agreement shall have been satisfied or waived in accordance with the terms of such Settlement Agreement;

(xxi) the Credit Support Annexes, Collateral, and Collateral Documents shall be in a form and manner that is acceptable to all Parties, the Governmental Consent Parties and the Creditors' Committee; and

(xxii) the Sacklers Parties' Representative, Governmental Consent Parties, the Debtors, and the Creditors' Committee shall have reached agreement with respect to the matters contemplated by Footnote 1 to Exhibit N.

(b) The obligations of each Party under this Agreement are subject to, and shall become effective upon, the occurrence of the Settlement Effective Date. Notwithstanding the foregoing sentence,

the following obligations (and only the following obligations) shall become effective upon the Agreement Effective Date (*provided* that the obligations of any A-Side Payment Party that is a Trust whose Governing Law Jurisdiction is or includes the law of Jersey (Channel Islands) shall become effective only on the date such A-Side Payment Party receives a Court Order applicable to it described in Section 10.01(a)(v)):

(i) the obligations set forth in Section 8.02 (No Interference), Section 8.07 (Notification of Breach), Section 8.08 (Opioid Business), and Section 8.10 (Opinions of Counsel);

(ii) each obligation expressly provided to be effective upon the Agreement Effective Date herein; and

(iii) the obligation of the Payment Parties to pay the first Settlement Payment Obligation on the Settlement Effective Date.

(c) [In addition to the conditions to the Settlement Effective Date set forth above, the Settlement Effective Date shall not occur until either (x) any Payment Party that is a decedent's estate, as well as any Payment Party that is a Trust that explicitly guarantees such estate's obligations, shall have secured final approval to the entry into and performance under the relevant Definitive Documents (including the consummation of the transactions contemplated thereby) by the applicable court, and any time period to lodge an initial appeal of such court's approval has expired without any such appeal being lodged, or if such an appeal is timely lodged, it has been denied or withdrawn or (y) the other Payment Parties of each applicable Payment Group shall have agreed with the MDT on alternative collateral accommodations acceptable to the MDT, the Governmental Consent Parties and the Creditors' Committee in their sole and absolute discretion. This condition may not be waived with respect to any Payment Party that is a decedent's estate, or Payment Party that is a Trust that explicitly guarantees such estate's obligations, without the prior written consent of the MDT, the Governmental Consent Parties and the Creditors' Committee. For the avoidance of doubt, none of the Sackler Parties' Representative or any Payment Party or any other member of a Family Group shall have any rights related to the waiver of this condition.]

(d) [For the avoidance of doubt, (i) any Payment Party that is a decedent's estate shall not be bound by the terms of this Agreement or the Definitive Documents until final approval has been granted by the applicable court as described in Section 10.01(c) and any time period to lodge an initial appeal of such court's approval has expired without any such appeal being lodged, or if such an appeal is timely lodged, it has been denied or withdrawn, and (ii) with respect to any Trust explicitly guaranteeing the Obligations of a Payment Party that is a decedent's estate, such guarantee shall not be binding on such Trust until final approval has been granted by the applicable court. Once such approvals are obtained, each such Payment Party shall be bound by this Agreement and the Definitive Documents.]

ARTICLE 11. MISCELLANEOUS

Section 11.01 Notices. All notices, requests and other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail, postage prepaid, (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery) or (d) on the date delivered if sent by email (with confirmation of delivery), in each case, addressed as provided in a separately provided addendum to this Agreement (the "Notices Addendum").

Notices and other communications sent shall be deemed to have been given when received unless otherwise provided in this Section 11.01; *provided* that if such notice or other communication is not received during the normal business hours of the recipient, such notice or communication shall be deemed to have been received at the opening of the business on the next Business Day for the recipient. Each of the Parties may change its notice address provided for in the Notices Addendum by notice to the other Parties hereto.

Section 11.02 Payments Received. Each payment made by or on behalf of the Payment Groups under this Agreement shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff (except as set forth in Exhibit N) and shall be made to the MDT to an account as the MDT may designate from time to time in U.S. dollars, and in immediately available funds by 11:59 p.m. (New York City time) on the date specified herein. Except as otherwise set forth herein, if any payment to be made by the Payment Groups would have come due on a day other than a Business Day, payment shall be due on the next following Business Day.

Section 11.03 Survival of Representations and Warranties. All representations and warranties made by a Sackler Party hereunder and in any other document delivered pursuant hereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof for so long as the Payment Obligations of the Payment Groups of which such Sackler Party is a member and any other amounts owed hereunder by such Payment Groups remain outstanding (accounting, in the case of an A-Side Payment Group, for the maximum amount the A-Side Payment Group may be liable for hereunder). Such representations and warranties have been or will be relied upon by each Party, regardless of any investigation made by any Party or on their behalf, and shall continue in full force and effect as long as any Payment Obligations of the Payment Groups of which such Sackler is a member and any other amounts owed hereunder by such Payment Groups remains outstanding (accounting, in the case of an A-Side Payment Group, for the maximum amount the A-Side Payment Group may be liable for hereunder).

Section 11.04 Remedies Cumulative; Specific Performance. Subject to Section 3.07, (a) the rights and remedies of the Parties shall be cumulative (and not alternative) and not exclusive of any rights, remedies, powers and privileges provided by Law, (b) the Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and (c) that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity, in each case without the requirement of posting any bond or other type of security. For avoidance of doubt, no failure of the MDT or Settling States under any provision of this Agreement or the Collateral Documents shall excuse performance by the Sackler Parties of their respective Obligations.

Section 11.05 Confession of Judgment.

(a) On or before the Settlement Effective Date, each Sackler Party shall execute and deliver a confession of judgment, in substantially the form attached hereto as Exhibit Y (each, a “Confession of Judgment”) and agrees, from time to time upon written request by the MDT, to deliver all supplements (or if so required, new Confessions of Judgment) that the MDT determines are reasonably necessary to maintain the effectiveness and validity of any such Confession of Judgment. For the avoidance of doubt, such supplements or new Confessions of Judgment may be signed on behalf of a Sackler Party by a guardian, conservator or other Person duly appointed to represent such Sackler Party and empowered to execute a Confession of Judgment binding on such Sackler Party under all applicable Law. Notwithstanding the foregoing, if, on the Settlement Effective Date, A-Side Payment Group 8 funds all of the amounts payable by A-Side Payment Group 8 pursuant to Section 2.01(g) (i.e., \$85,000,000) (including making prepayment in full, subject to appropriate discount as contemplated herein, of A-Side Payment

Group 8's Settlement Payment Obligations due on the fifth (5th) and sixth (6th) Payment Dates), no Sackler Party that is a member of A-Side Payment Group 8 shall be required hereby to deliver a Confession of Judgment.

(b) Each Sackler Party hereby irrevocably authorizes any attorney-at-law to, upon the occurrence of any Breach, appear for such Sackler Party in the Bankruptcy Court or other court of competent jurisdiction, admit the obligations of the Sackler Party that have come due and are in breach under this Agreement, and waive the issuing and service of process and confess judgment against such Sackler Party for the amount then due, together with costs of suit, and thereupon to waive all errors and all rights of appeal and stay of execution.

(c) Each confession of judgment executed and delivered under this Section 11.05(c) shall include submission by the executing Sackler Party to the personal jurisdiction of the court in which such confession of judgment is filed, but solely to the extent necessary to effectuate such confession of judgment, and shall otherwise preserve all defenses of such Sackler Party (including jurisdictional defenses) in litigation of any Cause of Action that is not a Shareholder Released Claim.

Section 11.06 Entire Agreement; Severability; Amendments and Waivers.

(a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

(b) Except as provided in Section 11.06(c), if any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(c) Notwithstanding anything else contained in this Agreement or in the Plan or the Plan Documents, the Plan provisions effectuating the Third-Party Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction, (i) are integrated with and integral to this Agreement and the Settlement, (ii) are not and shall not be severable from this Agreement, the Settlement, and those provisions of the Plan or the Plan Documents that do not relate to releases, and (iii) shall not be excised or modified other than in accordance with the Plan and this Agreement. If the Plan provisions effectuating the Third-Party Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction are deemed null, void, illegal or unenforceable, then the terms, provisions, covenants, and restrictions of this Agreement shall be void and shall not remain in force or effect, except as specifically and expressly stated otherwise in this Agreement or the Plan, or as specifically and expressly agreed in writing by all Parties to this Agreement.

(d) No failure or delay by any Party in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Any provision of this Agreement or the exhibits hereto may be (i) amended only in a writing signed by the MDT, the Sackler Parties' Representative and the A-Side Payment Group 8

Representative (but in the case of the A-Side Payment Group 8 Representative, only (A) with respect to an increase or advancement of the Payment Obligations of A-Side Payment Group 8 or (B) if the effect of such amendment would materially and adversely affect the rights, interests, or obligations of the A-Side Payment Group 8 in a manner that would be disproportionate to the effect of such amendment on the other Payment Parties, taken as a whole), or (ii) waived only in a writing executed by the Person against which enforcement of such waiver is sought; *provided*, that the Sackler Parties' Representative shall act on behalf of the Sackler Parties in respect of any waiver under this clause (e) (unless the rights, interests, or obligations of A-Side Payment Group 8 are materially and adversely affected in a manner that is disproportionate relative to the effects of such waiver on the rights, interests, or obligations of the other Payment Parties, taken as a whole, in which case the A-Side Payment Group 8 Representative shall so act on behalf of A-Side Payment Group 8); and *provided, further*, that the Sackler Parties' Representative shall be permitted to, solely with the prior consent of the MDT (which shall be given or denied in its reasonable discretion with respect to administrative matters such as changes to exhibits and schedules hereto due to the passage of time and transactions permitted hereunder, but otherwise in its sole discretion), amend Exhibit A hereto at any time and from time to time, to add or remove Sackler Parties, including as a result of any Sackler Party that is a Trust splitting into separate trusts or combining with one or more other trusts or being distributed or appointed (in whole or in part) to another trust, the winding up of a Sackler Party that is a deceased individual's estate or replacing a Sackler Party that is an individual with his or her estate (subject to compliance with Section 11.09 in each case). No waiver of any provision hereunder or any breach thereof shall extend to or affect in any way any other provision or prior or subsequent breach. However, the MDT shall not unreasonably withhold or delay consent for a qualifying restructuring under Section 8.01.

Section 11.07 Sackler Parties' Representative.

(a) Designation. Subject to the terms and conditions of this Section 11.07, the Sackler Parties' Representative is hereby designated as the representative of the Sackler Parties with respect to the matters set forth in this Agreement, and solely to the extent set forth therein, the Collateral Documents and the other documents or agreements contemplated hereby or thereby to be performed by the Sackler Parties.

(b) Authority. By the approval of this Agreement, each of the Sackler Parties hereby irrevocably constitutes and appoints the Sackler Parties' Representative as the representative, agent, proxy and attorney-in-fact for each of the Sackler Parties for all purposes authorized under this Agreement, including the full power and authority on behalf of the Sackler Parties to (i) take all other actions to be taken by or on behalf of each Sackler Party (or the Sackler Parties collectively) in connection herewith and (ii) do each and every act and exercise any and all rights which each Sackler Party (or the Sackler Parties collectively) is permitted or required to do or exercise under this Agreement or any other agreement contemplated hereby. Each of the Sackler Parties agrees that such agency and proxy are coupled with an interest, are therefore irrevocable without the written consent of the Sackler Parties' Representative and shall survive the bankruptcy, dissolution, liquidation, death or incapacity of any Sackler Party. All decisions and actions by the Sackler Parties' Representative (to the extent authorized by this Agreement) shall be binding upon each of the Sackler Parties, and no Sackler Party shall have the right to object, dissent, protest or otherwise contest the same.

(c) Reliance. Each Sackler Party agrees that the other Parties shall be entitled to rely on any action taken by the Sackler Parties' Representative on behalf of such Sackler Party (an "Authorized Action"), and that each Authorized Action shall be binding on each Sackler Party as fully as if such Sackler Party had taken such Authorized Action.

(d) Limitation of Liability. Each Sackler Party (including but not limited to each Sackler Party) acknowledges and agrees that the Sackler Parties' Representative shall have no liability to, and shall not be responsible for any costs or expenses, judgments, fines, losses, claims, damages or liabilities of, any Party

or to or of any of their respective officers, directors, employees, Affiliates and/or agents in connection with any actions taken or omitted to be taken by the Sackler Parties' Representative under or in respect of this Agreement, except to the extent resulting from fraud, or willful misconduct by the Sackler Parties' Representative.

(e) Survival. All of the immunities and powers granted to the Sackler Parties' Representative hereunder shall survive the termination of this Agreement.

(f) Exclusion of A-Side Payment Group 8. For the avoidance of doubt, notwithstanding anything to the contrary in this Section 11.07 or otherwise in this Agreement, the Sackler Parties' Representative shall not (i) be the representative of A-Side Payment Group 8 or any A-Side Payment Party that comprises A-Side Payment Group 8, or (ii) be the attorney-in-fact of, have any authority to take any action or exercise any right on behalf of, consent to any action on behalf of, agree to any amendment of this Agreement on behalf of, or otherwise bind, A-Side Payment Group 8 or any A-Side Payment Party that comprises A-Side Payment Group 8. Instead, by the approval of this Agreement, A-Side Payment Group 8 hereby irrevocably constitutes and appoints the A-Side Payment Group 8 Representative as the representative, agent, proxy and attorney-in-fact for each of the A-Side Payment Parties comprising A-Side Payment Group 8 for all purposes authorized under this Agreement. In addition, wherever in this Agreement any notice, information or other communication is to be given to the Sackler Parties' Representative, the Parties agree that such notice, information or other communication shall instead or also be given to A-Side Payment Group 8 Representative to the extent that the same relates to or affects any of the rights or obligations of A-Side Payment Group 8 under this Agreement.

Section 11.08 Sackler Parties' Consent Rights.

(a) In addition to and in no instance limiting the consent rights of the Sackler Parties' Representative as otherwise set forth in this Agreement and/or in the Definitive Documents, the Definitive Documents shall be in form and substance acceptable to the Sackler Parties' Representative (i) in its sole discretion solely with respect to the Specified Shareholder Provisions and (ii) in its reasonable discretion with respect to all other matters outside the scope of the foregoing clause (i) solely with respect to those terms relating to the rights, obligations, or interests of the Shareholder Released Parties[; provided that the Sackler Parties' Representative's rights to consent to any provisions in the Creditor Trust Documents related to the administration of claims shall be limited to the rights set forth in the preceding subclause (i), and no additional rights shall accrue pursuant to subclause (ii)]. For the avoidance of doubt, the Sackler Parties agree that the Creditor Trust Documents filed at [•] on the docket of the Bankruptcy Cases is in form and substance acceptable to the Sackler Parties in accordance with this Section 11.08.

Section 11.09 Binding Effect; Third Party Beneficiaries; Assignment.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. No provision of this Agreement (including, without limitation, any right to access the Special Operating Reserve or Released Claims Reserves or receive any information related thereto) is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties hereto and their respective successors and assigns, except that the Creditors' Committee and Governmental Consent Parties shall be third-party beneficiaries of Section 2.01(g), Section 2.04, Section 8.10, Article 10 and Exhibit I, the Private Creditor Trusts and the Public Schools Trust shall be third-party beneficiaries of Section 4.09, and the Private Creditor Trust MFN Representative shall be a third-party beneficiary of Section 11.13 and Section 11.20, the Settling States shall be third-party beneficiaries under this Agreement with respect to Section 8.05 and Section 8.08 for purposes of enforcing any Breach thereof in the Bankruptcy Court or any appropriate state court), in each case, entitled to enforce the provisions thereof as if party hereto, as applicable.

(b) No Sackler Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the MDT (*provided*, for the avoidance of doubt, any amendment to any other provision of this Agreement, including without limitation amendments to Exhibit F hereto to reflect changes not expressly contemplated by this Section 11.09, shall require the consent of the MDT). Any purported assignment of this Agreement in violation of this Section 11.09(b) shall be null and *void ab initio*. The MDT shall not unreasonably withhold or delay consent for any qualifying restructuring under Section 8.01.

Section 11.10 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute hereunder), without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction. For the avoidance of doubt, each of the MDT and the Debtors shall have the benefit in connection with any matter with respect to a Sackler Party that is a Trust arising from or related to this Agreement and the Collateral Documents of the most protective protections afforded third-parties dealing in good faith with trustees in their capacities as such in good faith reliance on representations made by them in their capacities as trustees under the internal laws of such Trust's Jurisdiction of Administration as set forth on Exhibit R, but giving effect to the extent they are even more protective, to the terms of such Trust's governing instrument and the effect of any choice of law provisions contained therein.

Section 11.11 Jurisdiction; Contested Matter.

(a) Except as otherwise set forth in this Agreement, the parties hereto agree that any Proceeding seeking to enforce any provision of, or based on a matter arising out of or in connection with, this Agreement shall be brought in the Bankruptcy Court, and each of the parties hereby irrevocably consents for such purpose to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) or, in the event Bankruptcy Court does not have or accept such jurisdiction, in any federal court sitting in the Southern District of New York and any appellate court therefrom or, in the event such federal court does not have or accept jurisdiction, a New York State court and any appellate court therefrom in any such Proceeding. Each of the parties hereto irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Process in any such Proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided this Section 11.11(a) shall be deemed effective service of process on such party. For the avoidance of doubt, nothing in this Section 11.11(a) shall prevent any Party from initiating a Proceeding in any relevant jurisdiction to enforce any order, ruling or judgment of any of the courts above.

(b) The Parties agree that any Proceeding arising under, related to, or in connection with this Agreement, including any action seeking specific performance of any provision of this Agreement or declaratory judgment concerning this Agreement, shall be heard and determined by the Bankruptcy Court as a contested matter under Rule 9014 of the Federal Rules of Bankruptcy Procedure. With respect to such Proceeding, each Party agrees to (i) submit to the jurisdiction of the Bankruptcy Court, (ii) consent to the authority of the bankruptcy to enter Final Orders or judgments, and (iii) waive and not advance any argument that such dispute is or must be adjudicated as an adversary proceeding governed by Part VII of the Federal Rules of Bankruptcy Procedure or that the Bankruptcy Court is an improper or inconvenient forum or venue. Any party to such Proceeding shall be permitted to request that the Bankruptcy Court adjudicate such dispute on an expedited basis, and all other parties shall consent to such expedited adjudication. This Section 11.11(b) shall not apply to actions brought in connection with the exercise of the Release Remedy.

(c) Notwithstanding the foregoing, any disputes that relate to matters contemplated to be resolved in accordance with Article 6 of the Governmental Entity & Shareholder Direct Settlement Agreement, shall be resolved on the terms and conditions set forth in the Governmental Entity & Shareholder Direct Settlement Agreement.

Section 11.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.13 Dispute Resolution.

(a) For purposes of any provision of this Agreement requiring “fast track arbitration”, this Section 11.13 shall apply.

(b) The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by the Sackler Parties’ Representative, one (1) arbitrator shall be chosen by the MDT, and the third arbitrator shall be agreed upon by the first two (2) arbitrators (the “National Arbitration Panel”); *provided* that if a panel is constituted on matters arising out of disputes primarily between the Sackler Parties’ Representative (or any other Sackler Party) on the one hand and Private Claimants (or a trustee for the Private Creditor Trusts) on the other: (i) related to Section 11.20 where Private Claimants, any Private Creditor Trusts, or the Private Claimant MFN Representative are a party to the dispute, or (ii) related to Released Claims Reserves pursuant to Section 2(f) of Exhibit N where Private Claimants (or a trustee for one or more Private Creditor Trusts) are a party to the dispute then, (A) in lieu of an arbitrator being selected by the MDT, one arbitrator shall be selected by the Private Claimant MFN Representative; (B) accordingly, the third arbitrator shall be selected by the arbitrators chosen by the Private Claimant MFN Representative and the Sackler Parties’ Representative; and (C) upon receipt of notice in accordance with Section 11.01, the MDT shall have the right, but not the obligation, to participate in such arbitration for the limited purpose of representing and asserting the rights of any other Holder that may be affected by the potential decision therein, upon demonstrating a potential interest in such dispute.] Other than in situations described in the immediately preceding proviso, the membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, or otherwise requested, the retiring arbitrator shall be replaced by the party that selected him/her.

(c) The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year. The National Arbitration Panel shall make reasonable efforts to decide all contractual interpretation issues and payment calculation disputes that may arise in connection with this agreement within sixty (60) calendar days of filing, and in no event shall it take longer than one hundred eighty (180) calendar days of filing.

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

(e) The decisions of the National Arbitration Panel shall be binding on the Parties; provided, however, that consistent with principles of res judicata and collateral estoppel, the MDT, as a potential non-party to the dispute matters described in the proviso set forth in Section 11.13(b), shall not be bound, in unrelated disputes, by matters of contractual interpretation determined by such decisions that might otherwise affect such unrelated disputes.

(f) Each party shall bear its own costs in any arbitration or court proceeding arising under this Section 11.13. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, e.g., a dispute between Payment Groups and/or the Sackler Parties' Representative and the relevant counterparty from the MDT, the Settling States, the Private Claimants and the General Unsecured Creditors shall be split fifty percent (50%) by the relevant Payment Parties and fifty percent (50%) by the relevant counterparty from the MDT, the Settling States, the Private Claimants and the General Unsecured Creditors that are parties to the dispute.

(g) Each arbitrator shall be impartial and independent regarding any dispute. If any party disputes the independence or impartiality of any arbitrator on the National Arbitration Panel, the party may request the National Arbitration Panel to replace such arbitrator. The National Arbitration Panel shall have the authority to remove an arbitrator on these grounds.

(h) The seat of arbitration shall be New York, New York.

Section 11.14 Counterparts; Trustee of Multiple Trusts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original (subject to the last sentence in this Section 11.14), with the same effect as if the signatures thereto and hereto were upon the same instrument. To the extent any Sackler Party signs this agreement in his, her or its capacity as trustee (to the extent such Trusts are Sackler Parties) of a Trust, such signature shall be deemed to be in respect of all Trusts of which such Person is trustee. This Agreement shall become effective on the Agreement Effective Date upon execution by each of the Parties. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement, subject to the provisions of Article 10.

Section 11.15 Document Repository. The Sackler Parties agree to participate in the public document repository to be established pursuant to the Plan on the terms and conditions set forth in the Plan.

Section 11.16 Defense of Third-Party Releases. If any Person initiates, pursues, or prosecutes in any United States forum any civil proceeding, claim, or Cause of Action of any kind whatsoever against any Shareholder Released Party, in violation of the Third-Party Releases or based on an allegation that the Third-Party Releases do not apply to such Shareholder Released Party or Released Party with respect to such proceeding, claim, or Cause of Action (and the Shareholder Released Party has a reasonable basis to believe that the Third-Party Releases do apply with respect to such proceeding, claim or Causes of Action), including by making a request for leave under Section 11.01(e) of the Plan that the applicable Shareholder Released Party or Released Party has a reasonable basis to challenge, then the MDT shall appear in the relevant United States forum as soon as reasonably practicable after any Shareholder Released Party has provided notice to the MDT of such proceeding, claim, or Cause of Action and shall use commercially reasonable best efforts, based on the advice of the MDT's legal counsel, to assist the applicable Shareholder Released Party or Released Party and its counsel with their enforcement of the provisions of this Agreement (which may include, for example and if appropriate under the applicable facts and circumstances, filing motions, pleadings, briefs, or other documents or papers; advancing arguments or positions; seeking available relief or remedies; supporting any arguments and any requests for a determination that such proceeding, claim, or Cause of Action is covered and barred by the Third-Party Releases; and taking other actions reasonably necessary and appropriate consistent with applicable Law to enforce the provisions of this Agreement), and the costs of doing so shall be borne exclusively by the MDT. For the avoidance of doubt, any Shareholder Released Party or Released Party that is determined by a court of competent jurisdiction not to be covered by the Third-Party Releases with respect to any civil proceeding, claim, or Cause of Action shall retain, or shall have restored, all associated defenses, cross-claims, counterclaims, third-party claims, offsets and recoupments under applicable law that were, or would otherwise have been, transferred to the MDT or subsequently transferred to any Creditor Trust in accordance with [Section 5.6(g)]

of the Plan] and [Section 10 of the Master TDP] (as included in the Plan Documents) for the purposes of such civil proceeding, claim, or Cause of Action; *provided* that (i) no such defenses, claims or rights may be asserted by any Person, directly or indirectly, to seek or obtain any affirmative monetary recovery from any such Protected Party, unless such Protected Party is the Person initiating, pursuing, or prosecuting the applicable civil proceeding, claim, or Cause of Action and (ii) nothing in the foregoing shall limit or affect the transfer of the MDT Shareholder Insurance Rights to the MDT under [Section 5.6(j) of the Plan].

Notwithstanding anything to the contrary herein, (a) nothing in this Section 11.16 shall require the MDT to appear or participate in any proceeding, or pursue any strategy or advance any argument or position, to the extent the MDT determines in good faith, based on advice of its legal counsel, that the claim or Cause of Action that is the subject of such proceeding is not being advanced in violation of the Third-Party Releases, or such argument, position or strategy is not legally justifiable or correct (including that it is not consistent with ethical obligations of its legal counsel (other than any ethical obligation related to a conflict of interest of such counsel)); and (b) nothing in this Section 11.16 shall require the MDT to take any further action in respect of any claim or Cause of Action following a determination by a court of competent jurisdiction that such claim or Cause of Action is not in violation of the Third-Party Releases (or any other determination in a proceeding under Section 11.01(e) of the Plan that is adverse to the Shareholder Released Parties) or the Released Parties.

Section 11.17 Certain Shareholder Released Party Insolvencies. Notwithstanding the Plan or anything to the contrary in this Agreement, if any 11.17 Assuring Party or Subsidiary of a Payment Party], in each case, other than a Payment Party, who received a Shareholder Release, (i) is subject to an unpaid judgment on account of liability for Causes of Action that would have been released had the respective plaintiff been a Settling Party and (ii) voluntarily or involuntarily becomes subject to an Insolvency Proceeding, then such Shareholder Release Party's Shareholder Release shall be modified and the Channeling Injunction solely as relates to such Shareholder Release shall be lifted, in each case, solely to the minimum extent necessary to facilitate the assertion, solely in such proceeding, by the Master Disbursement Trust of Claims on account of the estate and direct Causes of Action against such Shareholder Released Party that were previously held by the Settling Parties for (i) fees and expenses incurred in the enforcement of Master Disbursement Trust's rights under this Agreement in connection with such proceeding (and, in any such proceedings, the Master Disbursement Trust may seek such fees and expenses to be paid currently (with such claim to be afforded status as a superpriority administrative expense), which such Allowed Claim shall be payable consistent with the priorities set forth in Section 9.02(d)) and (ii) the amount of then unpaid Settlement Payment Obligations for all Payment Groups (the "Non-Payment Party Deemed Allowed Claim") in respect of the potential for the Master Disbursement Trust to exercise the Release Remedy to otherwise facilitate the actual recovery in full of the Master Disbursement Trust from such party on account of the Settlement Payment Obligations of the Payment Group(s) associated with the Family Group(s) of which it is a member; *provided, further, however*, the aggregate amounts recovered on account of any such Non-Payment Party Deemed Allowed Claim in excess of amounts otherwise owing under this Agreement by the Payment Group(s) associated with the Family Group(s) of which such party is a member shall be paid directly to the applicable Payment Group or Payment Groups (if such Payment Party is a part of multiple Payment Groups). The Non-Payment Party Deemed Allowed Claim and the related limited exception to the Shareholder Release is being agreed in lieu of, and to avoid any litigation with respect to, any Causes of Action (including contingent Causes of Action) that otherwise may be asserted in connection with any rights that exist on account of the potential Release Remedy against any applicable party subject to an Insolvency Proceeding, and the agreement to such claim and exception is conditioned upon no Settling Party asserting any Causes of Action in such Insolvency Proceeding in connection with the Release Remedy, including asserting any argument on the merits of any Cause of Action subject to the Shareholder Releases.

Section 11.18 Survival. Notwithstanding anything to the contrary in this Agreement, Section 2.01(f)(i) and Section 2.01(f)(iii), shall survive termination of this Agreement solely as between the Sackler Parties and shall continue in full force and effect for the benefit of the applicable Parties in accordance with the terms hereof.

Section 11.19 Acknowledgment. The “allocation” of settlement amounts on account of Estate Releases, on the one hand, and the Direct Release, on the other, is part of an overall compromise and settlement under Bankruptcy Rule 9019 between the Debtors, the Creditors’ Committee, all creditor groups that are Mediation Parties, and the Sackler Parties, and, upon confirmation of the Plan will be deemed to be a settlement between the Debtors, the Creditors’ Committee, all creditor groups that are Mediation Parties, and the Sackler Parties in which, among other things, the Sackler Parties are providing the Settlement Payments in consideration over fifteen (15) years. The “allocation” is intended by the Sackler Parties and the other Mediation Parties, among other things, to facilitate the distribution of proceeds for opioid abatement, victim compensation, and other permitted uses under the Plan and otherwise. All parties, including the public side claimants and the Sackler Parties (as well as the Shareholder Released Parties), agree that neither the amount of the Settlement Payments nor the “allocation” (including any allocation between the Sackler Parties of the payment responsibility) reflects any concession or agreement by any party as to the strength, validity, merits, collectability, amount, or otherwise, of the Estate Released Claims or of the Direct Released Claims or any defenses to the Estate Released Claims or the Direct Released Claims, and that if for whatever reason the agreement in principle is not consummated, neither the amount of the Settlement Payments nor the “allocation” shall be cited or used by the Debtors, the Creditors’ Committee, all creditor groups that are Mediation Parties, or the Sackler Parties (or the Shareholder Released Parties) – or any party hereto – for any purpose whatsoever in any pleading or proceeding wherever or whenever. Further, all parties hereto agree that no party hereto will be bound by this Agreement (other than as set forth in this paragraph and in the last sentence of each of Section 9.08(a) and Section 11.17) with regard to what it may state in a pleading, court hearing, proceeding or otherwise about the strength, validity, merits, collectability, amount, or otherwise, of the Estate Released Claims or of the Direct Released Claims, or any defenses thereto, including, without limitation, in any pleading filed in connection with this Agreement or the Plan. In addition, all parties hereto agree that this paragraph shall be binding forever upon all parties from March 18, 2025, regardless of whether this Agreement becomes effective or any other settlement is consummated, and shall be specifically enforceable by the Bankruptcy Court (with no cap on damages that may be awarded).¹⁶ All parties agree that this provision is non-severable from the overall compromise and settlement, and is an integral part hereof. This paragraph is specifically subject to Federal Rule of Evidence 408 and analogous state provisions barring the use of settlement offers and communications to prove the validity or amount of disputed claims.

Section 11.20 Most Favored Nation Provisions. If (x) a Private Claimant MFN Representative has been appointed and has notified the Sackler Parties’ Representative of such appointment and (y) a Payment Party or Payment Parties within a Payment Group (a “Separately Settling Payment Group”) enters into a settlement agreement with any Non-Settling Private Claimant that resolves a Cause of Action similar in scope to those released by a Settling Private Claimant under this Agreement on overall payment terms that are more favorable to the Non-Settling Private Claimant on a net present value basis (calculated with a 7.0% discount rate, discounted back to the date of the first payment) than the overall payment terms the Non-Settling Private Claimant would have received under this Agreement based on the same level of participation, the Private Claimant MFN Representative shall have thirty (30) calendar days after receiving notice of such settlement to review, pursuant to Section 11.20(b), of the overall payment terms of this Agreement solely concerning that Separately Settling Payment Group and the Non-Settling Private Claimant agreement, pursuant to clauses (a) through (f) below. This review allows such Private Claimant

¹⁶ This sentence shall not apply to the States.

MFN Representative to obtain overall payment terms at least as favorable as those secured by the Non-Settling Private Claimant, solely with respect to the Separately Settling Payment Group. “Overall payment terms” include consideration of all payment terms of both agreements, including, but not limited to, the amount, timing, and any conditions or contingencies of payments. Any changes to a Separately Settling Payment Group’s overall payment terms shall not adversely affect any other Payment Group.

(a) For any settlement involving Shareholder Released Claims entered into with a Non-Settling Private Claimant, the Separately Settling Payment Group shall provide the MDT (with a copy to the Sackler Parties’ Representative) with the settlement agreement or relevant consent judgment within thirty (30) calendar days of the settlement’s consummation. The MDT shall promptly distribute a copy to the Private Claimant MFN Representative, which notice shall start the thirty (30) day review period.

(b) In the event that a Private Claimant MFN Representative believes that the overall payment terms of an agreement by a Separately Settling Payment Group with a Non-Settling Private Claimant are more favorable to the Non-Settling Private Claimant as set forth in Section 11.20(a), the Private Claimant MFN Representative and the Separately Settling Payment Group shall engage in the following process:

(i) Within sixty (60) calendar days of the date on which the MDT provides a settlement agreement or consent judgment to the Private Claimant MFN Representative, the Private Claimant MFN Representative shall provide notice to the Separately Settling Payment Group (with a copy to the Sackler Parties’ Representative) of its intent to seek revision of this Agreement to provide payment terms to the [Settling Private Claimants] that are, on an overall basis, as favorable as those obtained by the Non-Settling Private Claimant as described above. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and shall provide, in detail, the basis for the Private Claimant MFN Representative’s belief that it is entitled to a revision of the Agreement.

(ii) The Separately Settling Payment Group shall, within thirty (30) calendar days, provide a response to the Private Claimant MFN Representative (with a copy to the Sackler Parties’ Representative), explaining its position, in detail, as to whether the Settling Private Claimant(s) are entitled to more favorable overall payment terms than those provided for in this Agreement.

(iii) In the event the Private Claimant MFN Representative and the Separately Settling Payment Group do not reach agreement as to the application of this Section 11.20(b), the Private Claimant MFN Representative may, at the sole cost of the Settling Private Claimant(s) and the separately Payment Group, petition the National Arbitration Panel to seek a ruling from the National Arbitration Panel as to the applicability of this Section 11.20(b), *provided* that the Private Claimant MFN Representative may seek such review only if at least [] Settling Private Claimants co-sign the petition. The National Arbitration Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section 2.07(e).

(iv) The Private Claimant MFN Representative and Non-Settling Private Claimant(s) and the Separately Settling Payment Group shall be bound by the determination of the National Arbitration Panel of the overall payment terms of this Agreement and the Non-Settling Private Claimant agreement so that such Private Claimant MFN Representative may obtain, with respect to the Separately Settling Payment Group, overall payment terms at least as favorable as those obtained by such Non-Settling Private Claimant. A copy of the Panel’s decision shall be promptly shared with the Sackler Parties’ Representative.

(c) [This Section 11.20(c) does not apply to, and there is no ability of any Settling Private Claimant to seek or obtain revision of this Agreement based on, any agreement with a Shareholder Released

Party that is entered into with a Non-Settling Private Claimant after: (a) either the earlier of (i) after the close of expert discovery or (ii) after a date ninety (90) calendar days prior to the scheduled start date of a trial (including an administrative proceeding) between the Shareholder Released Party and the Non-Settling Private Claimant, *provided* that, where, in order to complete a settlement, a Non-Settling Private Claimant and the Released Party jointly request an adjournment of the scheduled start date of a trial within ninety (90) calendar days of that date, this exception will take account of such adjournment; or (b) a Non-Settling Private Claimant that has obtained any court order or judicial determination that grants judgment (in whole or in part) against any Released Party in the Non-Settling Private Claimant's case. The National Arbitration Panel shall have no power to review agreements that satisfy any of the conditions described in this paragraph.]

(d) [This Section 11.20 does not apply to, and there is no ability of any Settling Private Claimant to seek or obtain revision of this Agreement based on, any agreement between a Shareholder Released Party and federally recognized tribes, Non-Participating Subdivisions (as defined in the Governmental Entity & Shareholder Direct Settlement Agreement), Non-Settling States (as defined in the Governmental Entity & Shareholder Direct Settlement Agreement), Non-Participating Special Districts (as defined in the Governmental Entity & Shareholder Direct Settlement Agreement) or [●].]

(e) This Section 11.20 will not apply to any agreement entered into more than eighteen (18) months after the Plan Effective Date.

(f) This Section 11.20 may be waived by the Private Claimant MFN Representative.

Section 11.21 Debtor Asset Sales. The Debtors shall not sell or otherwise dispose of any of their assets (other than in the ordinary course) at any time on or before the Settlement Effective Date without the written consent of the Sackler Parties' Representative unless such asset sale or other disposition would not impose tax costs or liabilities on, or otherwise adversely impact, any Shareholder Released Party. This Section 11.21 shall be effective as of the Agreement Effective Date.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

[MDT]

By: _____
Name:
Title:

[Sackler Parties' Representative]

By: _____
Name:
Title:

[Sackler Party 1]

By: _____
Name:
Title:

[Sackler Party 2]

By: _____
Name:
Title:

[Sackler Party 3]

By: _____
Name:
Title:

[Debtor 1]

By: _____
Name:
Title:

[Debtor 2]

By: _____
Name:
Title:

[Debtor 3]

By: _____
Name:
Title:

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

**MARSHALL COUNTY BOARD OF
EDUCATION and WETZEL COUNTY
BOARD OF EDUCATION, Individually and
on Behalf of All Others Similarly Situated,**

Plaintiffs,

v.

Civil Action No.: 5:25-cv-0028 (JPB)

**Theresa E. Sackler; Kathe A. Sackler;
Mortimer D.A. Sackler; Ilene Sackler
Lefcourt; Richard S. Sackler and David A.
Sackler, as Executors of the Estate of Raymond
R. Sackler; Richard S. Sackler and David A.
Sackler, as Executors of the Estate of Beverly
Sackler; Richard S. Sackler; David A. Sackler;
Garrett Lynam, as Executor of the Estate of
Jonathan D. Sackler,**

Defendants.

**DECLARATION OF BENJAMIN L. BAILEY IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

1. I am submitting this declaration to show, as required by Rule 23(g) of the Federal Rules of Civil Procedure, “the work counsel has done in identifying or investigating potential claims in the action; counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action; counsel’s knowledge of applicable law; and the resources that counsel will commit to representing the class[.]”

2. My firm, working closely with our co-counsel, was involved in every stage of representing Plaintiffs in this case, from the initial investigation, analysis of potential claims, and drafting the Complaint through participating in settlement strategy and negotiations, and

contributed to preparing the proposed settlement agreement and motion for preliminary approval. Together, we have achieved what I believe is an excellent result for the class.

3. I have practiced law for over 45 years. I received a B.A. from Washington & Lee University in 1975 and my law degree from Harvard Law School in 1980. From 1980 through 1982, I clerked for John T. Copenhaver, Jr., Judge of the United States District Court for the Southern District of West Virginia. I have practiced in Charleston, West Virginia, my entire career. Following my clerkship, I served for two years as a federal prosecutor and four years as Counsel to the Governor of West Virginia before practicing in the private sector. I, along with my partner Brian Glasser, formed Bailey & Glasser LLP in 1999.

4. Since then, we have grown from two lawyers to more than 88 lawyers, with offices in eighteen locations. I am the co-founding partner responsible for overseeing our practice, which spans areas ranging from product liability class actions, such as the Toyota sudden acceleration and Volkswagen diesel fraud multi-district litigations (where we served in court-appointed leadership roles), to antitrust cases, ERISA breach of fiduciary duty cases, and consumer protection class actions.

5. I am AV rated by Martindale-Hubbell. I am a permanent member of the Judicial Conference of the U.S. Court of Appeals for the Fourth Circuit, a founding member of the Charleston Chapter of the American Inns of Court, and a Fellow of the American Bar Association. I serve on the national board of the Public Justice Foundation. I have had the privilege of handling civil and criminal cases, on both sides of the ‘v’, for individual, institutional and government clients, large and small, in federal and state courts across the United States.

6. My class, mass, and consumer protection cases include:

- *Volkswagen “Clean Diesel” Marketing, Sales Practices, and Product Liability Litigation*

MDL No. 2672 CRB (JSC) (N.D. Cal.) Served as one of twenty-three lawyers on the Plaintiffs' Steering Committee for the Volkswagen Diesel Emissions MDL, the largest automotive class action in history, with settlements exceeding \$10 billion;

- *In Re: Nissan North America, Inc. Litigation, Case No. 3:19-cv-00843, (MDTN)* Represented plaintiffs and a proposed class against Nissan North America, Inc.;

- *Toyota Unintended Acceleration Marketing, Sales Practices, and Product Liability Litigation Case No.: 8:10ML2151 JVS (FMOx) (C.D. Cal.)* Served as one of nine lawyers in the country on the Plaintiffs' Lead Counsel Committee for the Economic Loss Cases in the Toyota Sudden Acceleration MDL in the Middle District of California, which settled for \$1.6 billion, and handled more than a dozen related death and serious injury cases;

- *Good, et al. v. West Virginia American Water Company, et al., No. 2:14-cv-01374, S.D. W.Va.* Served as one of six plaintiffs' coordinating lawyers, with a class settlement of \$150 million for over 300,000 affected residents and businesses in and around Kanawha County, West Virginia.

7. Additionally, the firm has served as class counsel in the following cases:

- *Alig v. Quicken Loans, Inc., No. 5:12-cv-114, N.D. W.Va.*;
- *Dijkstra v. Carenbauer, No. 5:2011-CV-00152; N.D. W. Va.*;
- *Diloreti v. Countrywide Home Loans, Inc., No. 5:2014-CV-00076; N.D. W. Va.*;
- *Hopper v. Jay-Bee Oil & Gas, Inc., et al., Nos. 5:20-CV-101 & -110, N.D. W. Va.*;
- *In re Monitronics TCPA Litig., MDL No. 2493, N.D. W. Va.*;
- *McEvoy v. Diversified Energy Company PLC, No. 5:22-cv-171, N.D. W. Va.*;
- *Mey v. Patriot Payment Group, LLC, No. 5:15-cv-00027, N.D. W. Va.*;
- *Mey v. Venture Data, LLC, No. 5:14-cv-00123, N.D. W. Va.*;

- *Prettyman v. U.S. Bank, N.A.*, No. 5:22-cv-293, N.D. W.Va.;
- *Thacker v. PHH Mortgage Corp.*, No. 5:21-cv-00174, N.D. W.Va.;
- *Vance v. DirecTV, LLC*, No. 5:17-cv-179, N.D. W. Va.;
- *Vannest v. Nationstar Mortgage LLC d/b/a Mr. Cooper*, No. 5:21-cv-00086, N.D. W.Va.

Executed this 2nd day of October 2025 under pains and penalties of perjury.

/s/Benjamin L. Bailey
Benjamin L. Bailey (WVSB No. 200)

EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

**MARSHALL COUNTY BOARD OF
EDUCATION and WETZEL COUNTY BOARD
OF EDUCATION, Individually and on Behalf of
All Others Similarly Situated,**

Plaintiffs,

v.

Civil Action No.: No. 5:25-cv-0028 (JPB)

**Theresa E. Sackler; Kathe A. Sackler; Mortimer
D.A. Sackler; Ilene Sackler Lefcourt; Richard S.
Sackler and David A. Sackler, as Executors of the
Estate of Raymond R. Sackler; Richard S. Sackler
and David A. Sackler, as Executors of the Estate of
Beverly Sackler; Richard S. Sackler; David A.
Sackler; Garrett Lynam, as Executor of the Estate
of Jonathan D. Sackler,**

Defendants.

**DECLARATION OF NEIL HENRICHSSEN IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

I, Neil Henrichsen, declare and state that:

1. I am supplying this declaration regarding my and my firm’s qualifications to serve as class counsel in this action, in connection with Plaintiffs’ motion for class certification, and have personal knowledge of the information set forth herein.

2. Specifically, Federal Rule of Civil Procedure 23(g)(1)(A) states when considering a request for appointment as class counsel, a court must consider “(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.” The court also “may consider any other matter pertinent to counsel's ability to fairly and

adequately represent the interests of the class[.]” *Id.* R. 23(g)(1)(B).

Class Action Experience/Resources to Commit to Representing the Class

3. I am a founding member of Henrichsen Siegel, PLLC n/k/a Henrichsen Law Group PLLC (2000), and I have been an AV Rated civil trial lawyer for almost 25 years. I received my B.A. degree, cum laude, from the City University of New York, Hunter College in 1984. In May 1988, I received a Juris Doctor degree from The Washington College of Law, The American University, and I received a M.A. degree in Law and International Affairs from The American University, School of International Service.

4. Prior to 2000, I was a partner in the Washington, DC law firm of Mitterhoff, Henrichsen & Stewart, PLLC and an associate attorney with Webster & Fredrickson, a Washington, DC class action employment and civil rights law firm. Additionally, while in law school, I worked as a law clerk at the District of Columbia office of the national law firm of Skadden Arps Slate Meagher & Flom (1985-1988), and as an extern with the Office of the United States Attorney for the District of Columbia appellate division (1987), as well as for the Honorable Bruce Mencher, Judge, Superior Court of the District of Columbia (1988).

5. I am a member of the bars of the District of Columbia, State of New Jersey, Commonwealth of Virginia, State of Florida, Court of Federal Claims, various federal district, bankruptcy and appellate courts, including the United States Court of Appeals for the District of Columbia, Third, Fourth, Sixth and Eleventh Circuits, and the United States Supreme Court.

6. I am an active member of attorney organizations, including the American Bar Association, the American Association for Justice, and the National Employment Lawyers Association. Additionally, I provide lawyer training and lectures under the auspices of various attorney organizations.

7. Our law firm practices nationwide with a focus on complex business and multi-party actions, including mass tort and class actions. As outlined below, our lawyers have experience serving as trial, class and appellate counsel in a variety of cases, representing principally plaintiffs in class actions, mass torts, commercial torts, and whistleblower matters. I have been selected for inclusion in *Best Lawyers in America*, Civil Rights and Employment in Florida and the District of Columbia, and *Super Lawyers*, Florida, for Business Litigation.

8. I have been lead trial counsel in numerous jury and bench trials in federal and state courts, and successfully argued appeals in federal and state appellate courts. Select class action and mass tort experience, in addition to the relevant opioid litigation set forth below, involves work as lead liaison counsel for plaintiffs, one of four law firms, in approximately 45 consolidated mass tort claims resulting from a 2015 natural gas explosion in New York City, *In re Second Avenue Explosion*, New York County, New York Supreme Court (2017); counsel for plaintiffs in property damage claims in *Blanchard v. Jim Overton, Property Appraiser Duval County*, Case 3:10-cv-00712-HES-TEM, U.S. District Court for the Middle District of Florida (2011); associate attorney on plaintiffs' side in the employment discrimination certified class action of *Hartman v. Duffey*, 158 F.R.D. 525, 540 (D.D.C. 1994), *aff'd* 88 F.3d 1232 (D.C. Cir. 1996), *cert. denied*, 520 U.S. 1240 (1997).

9. Other proposed class counsel from our firm include Austin J. Griffin. Mr. Griffin is a graduate of the Wake Forest University School of Law. Mr. Griffin has been lead counsel for several Florida state-wide class actions involving corporate property management and debt collection companies, resulting in the waiver of hundreds of thousands of dollars in consumer debt to class members. His practice has been focused on employment and labor law claims, civil rights claims, federal consumer protection laws, and consumer class actions on illegal fees and unfair trade practices.

Work Performed/Knowledge of Applicable Law

10. I have handled litigation involving the national opioid crisis beginning in 2001 as counsel for plaintiffs in the putative consumer class cases involving the drug OxyContin that resolved in Multi-District Litigation forum prior to class certification in *Archie L. Pressley and John R. Weaver v. Purdue Pharma, Co. et al.*, Case No.: 6:040-CV-381-ORL-19DAB, U.S. District Court for the Middle District of Florida, *Chaballa v Purdue Pharma, et al.*, Civil Action No. 1:05-CV-3500 (SHS), U.S. District Court for the District of New Jersey, *Robert Williams & Clifford Perry v. The Purdue Pharma Company et al.*, Civil Action No.: 1:04 CV00451, U.S. District Court for the District of Columbia. Additionally, I have personally litigated numerous individual cases involving the drug OxyContin throughout the United States from 2001-2009.

11. Since 2019, I have been representing school district across the country in opioid litigation. I was appointed Class Counsel to prosecute all school district claims pending before The Honorable Charles R. Breyer as part of the “*McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*” in *In re: McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation*, Case No. 21-md-02996-CRB (SK), pending in the U.S. District Court for the Northern District of California, along with my co-counsel. This case and work on behalf of school districts in the national opioid Multi-District Litigation for the last six (6) years has provided experience in addressing the needs of the current class. We have also dedicated the necessary resources and work to result in recoveries for school districts in numerous forums, including the creation of the Public School District Opioid Recovery Trust to benefit school districts nationwide. Working with counsel with trust expertise, I oversaw the creation of the Public School District Recovery Trust Charter.

Dated: September 24, 2025.

/s/ Neil L. Henrichsen
Neil L. Henrichsen

EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

**MARSHALL COUNTY BOARD OF
EDUCATION and WETZEL COUNTY BOARD
OF EDUCATION, Individually and on Behalf of
All Others Similarly Situated,**

Plaintiffs,

v.

Civil Action No.: No. 5:25-cv-0028 (JPB)

**Theresa E. Sackler; Kathe A. Sackler; Mortimer
D.A. Sackler; Ilene Sackler Lefcourt; Richard S.
Sackler and David A. Sackler, as Executors of the
Estate of Raymond R. Sackler; Richard S. Sackler
and David A. Sackler, as Executors of the Estate of
Beverly Sackler; Richard S. Sackler; David A.
Sackler; Garrett Lynam, as Executor of the Estate
of Jonathan D. Sackler,**

Defendants.

**DECLARATION OF JOHN WAYNE HOGAN IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

1. This declaration provides information regarding my and my firm’s qualifications to serve as class counsel in this action in connection with Plaintiffs’ motion for class certification.

2. Specifically, Federal Rule of Civil Procedure 23(g)(1)(A) states when considering a request for appointment as class counsel, a court must consider “(i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.” The court also “may consider any other matter pertinent to counsel's ability to fairly and adequately represent the interests of the class[.]” *Id.* R. 23(g)(1)(B).

Experience and Resources to Commit to Representing the Class

3. I received my B.A. with High Honors in 1969 and my law degree in 1972 from the Florida State University. From 1973 until 1977, I was an associate at Bedell, Bedell, Dittmar, Smith & Zehmer in Jacksonville, Florida and worked directly with Robert P. Smith, Jr., until his appointment to the Florida First District Court of Appeals, and worked with E. Earle Zehmer and Peter D. Webster, who later served on the First District Court of Appeals.

4. In 1977, I joined the Brown & Terrell law firm. I am now president of The Terrell Hogan Law Firm. Two of my former partners, Michael S. Sharrit and Bruce R. Anderson, Jr., now serve as state circuit judges and one, Brian J. Davis, serves as a Senior United States District Judge. My personal practice has largely been in the field of products liability and toxic torts with particular emphasis on representing victims of asbestos diseases.

5. I have extensive experience in the discovery and proof of corporate wrongdoing and have obtained verdicts that included punitive damages in multiple trials against manufacturers of asbestos-containing products since the 1980s and represented the plaintiffs in Florida's first asbestos disease punitive damages verdict. I handled the precedent-setting appeal reported as *Johns-Manville Sales Corp. v. Janssens*, 463 So.2d 262 (Fla. 1st DCA 1984). I served as trial counsel and then appellate counsel before the district court of appeals and the Supreme Court of Florida, which upheld the recovery of punitive damages against a successor by merger in *Celotex Corp. v. Pickett*, 490 So.2d 35 (Fla. 1986).

6. In the mid-1990s, I was retained with other trial lawyers by former U.S. Senator and then Governor Lawton Chiles and Attorney General Robert A. Butterworth to represent the State of Florida in product liability and racketeering claims against corporations in the cigarette industry. The State of Florida had, through Medicaid, provided care to Floridians afflicted with tobacco diseases, and the authorizing statute was upheld by the Supreme Court of Florida,

Agency for Health Care Admin. v. Associated Indus., 678 So. 2d 1239 (Fla. 1996). The lawsuit achieved an historic multibillion dollar settlement for Florida's taxpayers and for the protection of Florida's children from cigarette addiction. The work in Florida's case provided key groundwork for the eventual national settlement with the cigarette industry. In later years, after the decertification of a class of addicted smokers with cigarette-caused diseases, *Engle v. Liggett Group, Inc.*, 945 So.2d 1246 (Fla. 2006), our firm prosecuted individual actions for former members of the class. Multiple *Engle* progeny cases have been tried by me and other lawyers in the firm, with the full panoply of procedural, evidentiary, discovery and trial issues through verdict, interlocutory issues and appeals, and post-trial motions and appeals.

7. In litigation led for our firm by my partner, Evan J. Yegelwel, we and other firms have long represented families of deceased victims of the September 11, 2001, terrorist attacks to bring to account those, including foreign government entities, that facilitated the terrorist attackers, *In Re Terrorist Attacks on September 11, 2001: Fiona Havlish et al v. Usama Bin Laden et al*, Civil Action No. 03 MDL 1570 (GBD); 03-CV-9848 (GBD). That work has involved successful litigation on liability and damages to reflect of the massive losses suffered, and it has involved sophisticated litigation addressing the reach of federal statutes affecting the recovery of the damages awarded, in order to hold those liable to account.

8. After the sinking of the S.S. El Faro, a cargo ship en route to Puerto Rico from Jacksonville on October 1, 2015, with the loss of all 33 crew members, we joined with other law firms in prosecuting an action in the United States District Court, Middle District of Florida. I participated in developing strategy and tactics in the claims, including those related to the mediations that led to resolution of the claims.

9. Co-counsel and I pursued in federal district court an insurance consumer class action suit against automobile insurance companies related to first-party property damage

diminished value claims. After dismissal by the district court, the matter was remanded by the 11th Circuit Court of Appeals to address diversity amount jurisdictional issues. *Morrison v. Allstate Indem. Co.*, 228 F.3d 1255 (11th Cir. 2000). While the matter was pending in federal court, the Supreme Court of Florida, in a separate case, ruled contrary to previously existing Florida intermediate appellate substantive case law that had been the basis for the claims made in *Morrison*, and the case did not proceed further.

10. Co-counsel, Professor Nancy Hogshead Makar, and I prosecuted a Title IX action in federal court against the Florida High School Athletic Association to prevent discrimination against female high school athletes. The action proceeded rapidly, beginning on June 16, 2009, and concluding on October 21, 2009. An amended complaint seeking declaratory relief, costs and attorney's fees, and trial by jury was in preparation when the matter settled. United States District Judge Timothy J. Corrigan, by order of October 21, 2009, retained "jurisdiction until December 31, 2010 to enforce the terms and conditions of the Settlement Agreement."

11. Co-counsel and I filed a consumer class action in Duval County Circuit Court against NationsCredit Financial Services Corporation et al, alleging mortgage loans that financed single premium credit insurance violated the Florida Unfair and Deceptive Trade Practices Act. The issue before the circuit court became whether the class representatives' claims were timely through the application of the tolling provisions of subsection 95.051(1)(f), Florida Statutes. There was conflicting precedent, but the circuit court declined to apply the tolling statute in favor of the class representative plaintiffs and granted the statute of limitations-based motion for judgment on the pleadings. I briefed and argued the appeal to the First District Court of Appeals. A split panel of the court affirmed the judgment. *Brown v. NationsCredit Financial Corporation*, 32 So.3d 661 (Fla. 1st DCA 2010).

12. On appointment by presidents-elect of The Florida Bar, I have served continuously for three decades on committees most directly affecting the rules governing trial practice: Civil Procedure Rules Committee (1995-2004, Chair 1996-97; 2008-2014; 2020-Present); Code and Rules of Evidence Committee (2004-2008; 2014-2020; Vice Chair 2008 and 2018). Florida has an integrated (mandatory) Bar existing and operating under the auspices of the Supreme Court of Florida. I represented the Code and Rules of Evidence Committee before The Florida Bar Board of Governors and the Supreme Court of Florida on whether federal *Daubert* procedures with respect to expert opinion testimony should be adopted by the Supreme Court. Also, on the federal level, I submitted commentary to and testified before the Advisory Committee on the Evidence Rules with respect to proposed amendments to Rule 702 of the Federal Rules of Evidence and submitted commentary to Committee on Rules of Practice and Procedure established under The Rules Enabling Act, 28 U.S.C. §§ 2071–2077.

13. I am a Florida and National Board Certified Civil Trial Lawyer. In 1977, The Florida Bar established the Designation Program for attorneys in particular practice areas, and I was one of the first to be designated in Consumer Law. In 1982, the Florida Supreme Court replaced the Designation Program with a system to certify attorneys as specialists or experts in their fields. Testing and peer review of qualifications are required. Board certification recognizes knowledge, skills, proficiency, professionalism and ethics. I have maintained my Florida Civil Trial Certification since 1983, and, since 1985, the National Board Civil Trial Certification and, since 2012, the National Board Civil Practice Advocacy Certification.

14. I am a participating member of the following additional courts and professional organizations: The Florida Bar (1972); U.S. Courts: Supreme Court; Eleventh Circuit, Middle District of Florida; Chair, Florida Federal Judicial Nominating Commission, Middle District Conference; American Association for Justice (Leaders Forum); Florida Justice Association

(Past President); Endowment for Academy Giving to Law and Education (Benefactor); Jacksonville Justice Association; American Board of Trial Advocates (National Board and Foundation Trustee); Public Justice (Emeritus Board); Civil Justice Foundation; American Bar Association (Litigation Section); Jacksonville Bar Association; Fourth Judicial Circuit Pro Bono Committee; Jacksonville Area Legal Aid, Inc. (Board); Chester Bedell Inn of Court (Emeritus); Florida Supreme Court Historical Society (Board); Florida's Children First (Board); The Florida State University College of Law Alumni Association (Past President); The Florida State University Foundation (Trustee).

Work Performed/Knowledge of Applicable Law

15. Given the impact of opioids on, particularly, the special education obligations of school districts, I have, with other counsel in this matter, been representing school boards in Florida and elsewhere in the nation, including West Virginia, for years now. One school board, in a small county just south of Jacksonville where I principally practice (Putnam County), has been a leader (along with the Miami-Dade County School Board, which we also represent) for Florida's school districts in a class action that is part of the MDL before Judge Polster in the Northern District of Ohio. This work has involved defending the right of school boards under the Florida Constitution to control their own litigation, and that has involved a declaratory judgment action at the trial level, at the district court of appeals level, and now in Supreme Court of Florida, where the Court has under consideration whether to take jurisdiction of the case after the appellate court ruled in favor of the school boards. The work over these years has involved not only constitutional and statutory analysis and advocacy, but also economics and medicine and consideration of and application of the law of expert witness testimony. Along with Cyrus Mehri and Neil Henrichsen, U.S. District Court Judge Charles R. Breyer appointed me as Class Counsel for a \$23 million nationwide class action on behalf of school districts

against McKinsey the consultancy company, I also participated in mediation sessions with Kenneth Feinberg and retired federal judge Layn Phillips resolving school district claims in the original Purdue Bankruptcy proceeding before it was remanded to Bankruptcy Court by the U.S. Supreme Court. Other work for the benefit of school boards has included actions to address expenses borne by school districts because of vaping products, social media platforms, and costs of insulin.

Dated: September 30, 2025

/s/ John Wayne Hogan
John Wayne Hogan

EXHIBIT 7

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF WEST VIRGINIA

MARSHALL COUNTY BOARD OF)
EDUCATION and WETZEL COUNTY)
BOARD OF EDUCATION, individually and)
on behalf of a similarly situated class,)

Plaintiffs,)

v.)

David Sackler, Ilene Sackler, Kathe Sackler,)
Mortimer D.A. Sackler, Richard Sackler, the)
estate of Beverly Sackler by and through its)
executors David Sackler and Richard Sackler,)
the estate of Jonathan Sackler by and through)
its executor Garrett Lynam, and the estate of)
Raymond Sackler by and through its executor)
Richard Sackler,)

Defendants.

No. 5:25-cv-0028 (JPB)

**DECLARATION OF
BRANDON SCHWARTZ
REGARDING THE
PROPOSED NOTICE
PLAN AND
SETTLEMENT
ADMINISTRATION**

I, Brandon Schwartz, hereby declare:

1. I am a Director of Legal Notice, and I am preparing this Declaration for the proposed Notice and Claims Administrator, Eisner Advisory Group, LLC (“EAG” or “EisnerAmper”)¹, a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. We have undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. Our team possesses broad experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs.

EXPERIENCE

3. Drawing upon over 15 years of extensive expertise in class action, advertising, media, and marketing, I have designed and implemented comprehensive notice solutions encompassing all facets of class action certification and settlement notice programs. My proficiency includes an understanding of email and postal distribution methodologies, reach and frequency analysis, strategic media generation, meticulous demographic research, media plan design, effective media development and procurement, commercial and video production creation, and the adept application of best practices for effective social media outreach.

4. I have designed, implemented, and managed notice campaigns for more than 100

¹ “EisnerAmper” is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

cases. Some of my notice plans include: *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation* (non-settlement), No. 1:19-md-02875 (MDL No. 2875) (D.N.J.); *Rivera, et al. v. Google LLC*, No. 2019-CH-009900 (Circuit Court of Cook County, IL); *H.K., et al. v. Google LLC*, Case No. CC 20LL00017 (Cir. Ct. 9th Jud. Dist., McDonough Cnty., Ill.); (*Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.); *Gilmore, et al. v. Monsanto*, No. 3:21-cv-8159 (N.D. Cal.); *Krommenhock v. Post Foods, LLC*, No. 3:16-cv-04958 (N.D. Cal.); *Hadley, et al. v. Kellogg Sales Company*, No. 5:16-cv-04955 (N.D. Cal.); *Jones v. Monsanto*, No. 4:19-cv-00102 (W.D. Mo.); *In re: Sonic Corp. Customer Data Breach Litigation*, No. 1:17-md-02807 (N.D. Ohio); *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-00850 (E.D. Va.); *Kandel, et al. v. Dr. Dennis Gross Skincare LLC*, No. 1:23-cv-01967 (S.D.N.Y.); and the *In Re: Novant Health, Inc.*, No. 1:22-cv-00697 (M.D.N.C.). A description of my experience is attached as **Exhibit A**.

5. The courts have consistently acknowledged both the credibility of our team (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of our class action notice plans. Illustrative court opinions affirming the sufficiency of our notice plans include:

- a. In the matter, *Brim v. Prestige Care Inc Data Breach*, No. 3:24-cv-05133 (W.D. Wash.), Judge Benjamin H. Settle ruled on April 21, 2025:

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to

object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

- b. In the matter, *Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*, No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws...The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- c. On April 5, 2023, in the Order Granting Plaintiffs' Motions for Final Approval of Class action Settlement in *Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.), Judge Jennifer H. Rearden wrote:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable and has satisfied the requirements of law and due process.

- d. In the matter *Gilmore, et al. v. Monsanto Company, et al.*, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria ruled on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- e. In the matter *Rivera, et al. v. Google LLC*, No. 2019-CH-00990 (Ill. Cir. Ct. Cook Cnty.), Judge Anna M. Loftus ruled on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- f. In the matter *Hadley, et al. v. Kellogg Sales Company*, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh ruled on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process,

were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order.

Public School Districts' Opioid Recovery Trust

6. EAG worked directly with the Special Trustee to implement the grant process for the Public School Districts' Opioid Recovery Trust ("the Trust"). This included developing the request for proposals and related evaluation process documentation, as well as notifying over 14,000 school districts and various state education officials. On behalf of the Trust, EAG also placed notices in the print publications *Education Week* and *School Administrator*. To support the application process, EAG designed and maintained a dedicated informational website (www.schooldistrictopioidrecoverygrants.com) where districts could submit their grant proposals. EAG further provided technical assistance and conducted data evaluations to support both the applicant districts and the Special Trustee. Following final decisions made by the Special Trustee and the evaluation advisory team, EAG communicated approval and denial notices to all submitting districts. The Special Trustee grant making decisions will be made public in the near future.

OVERVIEW

7. I have reviewed the Settlement Agreement and the proposed Class defined therein consists of:

Elementary, middle, and/or secondary public school districts in the United States (a) with enrollments of more than 5,000 students, (b) that have filed proofs of claim in the Bankruptcy Case, or (c) that are Litigating School Districts.

8. The proposed Notice Plan described herein has been curated to deliver the most feasible and effective notice to the Class through a mixed channel approach. Consequently, it is my opinion to a reasonable degree of certainty based on my qualifications and experience outlined

above and the methodology detailed in this Declaration that the Notice Plan would successfully meet due process standards, comport with Fed. R. Civ. P. 23, and align with the recommendations provided in the *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*².

DETAILS OF THE NOTICE PLAN

Direct Notice

9. EAG understands the estimated size of the Class to be approximately 2,500 school districts. EAG also understands that Class Counsel will provide EAG with a list that includes, to the extent available, the school district names and physical addresses associated with each Class Member (the “Class Notice List”). The Notice Plan proposes to distribute individual notice to each Class Member listed for whom the Class Notice List includes a mailing address.

10. The long form Notice (attached to the Settlement Agreement as **Exhibit B**) will be distributed via United States Postal Service (“USPS”) First Class Mail. Prior to mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”)³ database to ensure the accuracy of Class Member address information for proper formatting and mail delivery. Additionally, the addresses will be validated through the Coding Accuracy Support System to uphold zip code precision, while Delivery Point Validation would be employed to verify mailing address accuracy. In the event that NCOA provides a more current mailing address for a Class Member, EAG will update the address accordingly. In instances where a mailed notice is returned with forwarding mailing address information, we will re-send to the newly provided mailing address. For any mailed notices that are returned as undeliverable, we will attempt to

² <https://www.fjc.gov/content/301350/illustrative-forms-class-action-notices-notice-checklist-and-plain-language-guide>

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a COA with the USPS. The address information is maintained on the database for 48 months.

obtain forwarding mailing address information using standard skip-tracing techniques. If skip-tracing yields an alternative forwarding mailing address, we would re-mail the notice to the mailing address identified through the skip-tracing process.

Print Publication

11. The proposed Notice Plan includes an insertion of the Publication Notice (attached to the Settlement Agreement as **Exhibit C**) in Education Week and School Administrator. Education Week has a circulation of 17,500 and a total readership of 71,750. School Administrator has a circulation of 20,000 and a total readership of 42,000.

Settlement Website

12. EAG will create and maintain an informational settlement website, www.SacklerSchoolDistrictOpioidSettlement.com, dedicated to this Settlement (“Settlement Website”). The website address will be included in the Notices. The Notices and other relevant documents will be posted on the Settlement Website so Class Members may review and download them. The Settlement Website will also include relevant dates, answers to frequently asked questions, instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement Agreement, contact information for the Notice and Claims Administrator, and other case-related information. The Settlement Website will also enable Class Members to easily reference information related to the Public School Trust (“Trust”) and the associated grant application process.

Dedicated Toll-Free Hotline

13. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (“IVR”) system where Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions.

REQUESTS FOR EXCLUSION

14. Class Members that want to exclude themselves (opt out) from the Class may submit a request for exclusion by mail to a dedicated Post Office Box or email to a dedicated email address that EAG maintains. We will monitor all mail delivered to that Post Office Box or email address and track all exclusion requests received, which would be provided to Counsel.

DATA MANAGEMENT PRACTICES AND SECURITY PROTOCOLS⁴

15. Our firm routinely manages a broad range of confidential and highly sensitive information. To ensure privacy and data protection, we maintain industry-leading practices and follow industry accepted standards as endorsed by the National Institute of Standards and Technology (NIST), HITRUST, CIS Critical Security Controls (CIS Controls). Moreover, our certified data centers, meet stringent compliance regulations – PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley – and undergo annual SSAE16 SOCII audits.

16. Our data encryption protection encompasses email encryption for confidential transmissions as well as laptop hard drive encryption. Data is protected in transit using TLS 1.3, and sensitive data at rest is secured through advanced methods like column-level encryption and symmetric key encryption. Column-level encryption ensures specific database columns are encrypted, keeping data unreadable without proper decryption keys. Symmetric key encryption uses a single key for both encryption and decryption, ensuring that only authorized parties with the correct key can access sensitive information, such as personally identifiable information (PII). Complex password requirements and two-factor authentication further bolsters access to our proprietary claims management database and other system-related services. Employee security protocols are enforced through annual security awareness training, specializing in the handling of protected information such as PII and identifying the mechanisms of phishing and social

⁴ EAG continuously evaluates its information security processes and protocols. Specific details related to data hosting and security are subject to change in order to meet evolving standards, best practices, and program needs.

engineering, among others.

17. In addition to these measures, we maintain comprehensive insurance coverage, including network security insurance, providing protection in the event of any breach. Furthermore, consumer data is strictly confined to the agreed-upon purpose. These policies underscore our commitment to safeguarding sensitive information and distinguishes us within the legal notice and settlement administration field. Detailed information regarding our information security policies is attached hereto as **Exhibit C**.

CONCLUSION

18. The proposed Notice Plan is designed to provide Settlement Class Members with the information necessary to understand their rights and options.

19. It is my opinion, based on my expertise and experience and that of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to and Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to actually inform” requirement.⁵

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 30th day of September, 2025 in Portland, Oregon.

A handwritten signature in black ink, appearing to read 'B. Schwartz', written over a horizontal line.

Brandon Schwartz

⁵ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

EXHIBIT A



Brandon Schwartz



Brandon Schwartz is the Director of Notice for Eisner Advisory Group LLC ("EAG"), where he leads the strategy and execution of innovative legal notice programs for complex class actions and claims administration. With over 15 years of industry experience, he brings deep expertise in crafting effective, compliant, and results-driven notice solutions tailored to the unique demands of each case.

Brandon is widely recognized for his command of modern notice tactics, including cutting-edge digital and social media campaigns, email and direct mail distribution, demographic targeting, and reach and frequency analysis. His deep understanding of Fed R. Civ 23 ensures that notice plans meet the highest standards of compliance while maximizing reach and effectiveness.

A published author on topics related to legal notice, Brandon has led the design and delivery of notice campaigns in hundreds of matters spanning antitrust, consumer, privacy, securities litigation, and more. Prior to joining EAG, Brandon was the Director of Notice and Media for a large claims administrator where he oversaw high-profile national campaigns and built a reputation for precision, creativity, and reliability in legal notice.

EDUCATION & CREDENTIALS

- Bachelor of Science, Marketing, University of Illinois at Chicago
- Bachelor of Science, Management, University of Illinois at Chicago
- Legal Notice Expert

ARTICLES

- Case Study: Effective Notice Leads to High Claims Rate
- Legal Notice and Social Media: How to Win the Internet
- Rule 23 Changes: Avoid Delays in Class Settlement Approval
- Rule 23 Changes: How Electronic Notice Can Save Money
- Tackling Digital Class Notice with Rule 23 Changes
- What to Expect: California's Northern District Procedural Guidance Changes

SPEAKING ENGAGEMENTS

- Class Action Law Forum: The Increase of Fraud in Class Actions and Mass Torts, Plus Ethics of Third-Party Filers, San Diego, March 13, 2024
- Class Action Law Forum: Notice and Administration: Fraud and Third-Party Filers, San Diego, CA, March 18, 2023
- Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

SAMPLE JUDICIAL COMMENTS

- **Milan, et al. v. Clif Bar and Company**, Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

- **Meholic, et al. v. Seattle Arena Company**, Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.

- **Kandel, et al. v. Dr. Dennis Gross Skincare, LLC**, Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws...The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Andrade-Heymsfield v. NextFoods, Inc.**, Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)...In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.



- **Hymes v. Earl Enterprises Holdings**, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.

- **Tucker v. Marietta Area Health Care Inc.**, Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient...The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

- **Easter v Sound Generations**, Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers on July 14, 2023:

The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.

- **Hezi v. Celsius Holdings, Inc.**, Case No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.



- **Gilmore, et al. v. Monsanto Company, et al.**, Case No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, Case No. 2021L00026 (Ill. Cir. Ct., 15th Jud. Cir.), on March 28, 2023:

The Court has determined that the notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **In re Forefront Data Breach Litigation**, Case No. 1:21-cv-00887-LA (E.D. Wis.), Judge Lynn Adelman on March 22, 2023:

The Court finds that the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for a Fee Award and Costs and for Service Awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

- **Sanders, et al. v. Ibex Global Solutions, Inc., et al.**, Case No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).



- **Pagan, et al. v. Faneuil, Inc.,** Case No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- **LaPrairie v. Presidio, Inc., et al.,** Case No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP,** Case No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.,** Case No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement,



and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- **Rivera, et al. v. Google LLC**, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty., Ill.), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, Case No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch, et al. v. Drybar Holdings LLC**, Case No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin, et al. v. National Western Life Insurance Company**, 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).



- **Chapman, et al. v. voestalpine Texas Holding LLC**, Case No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) *Constituted the best practicable notice, under the circumstances;*
- (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Hanson v. Welch Foods Inc.**, Case No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all



Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Cir. Ct. Cook Cnty., Ill.), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Lisa Jones, et al. v. Monsanto Company, et al.**, No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips on May 13, 2021:

The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e)



factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.

- **Winters, et al. v. Two Towns Ciderhouse Inc.**, No. 3:20-cv-00468-BAS-BGS (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.). Thus, the Court finds the Notice complies with due process.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Edward Makaron, et al. v. Enagic USA, Inc.**, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and



sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr., et al. v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Hartig Drug Company Inc. v. Senju Pharmaceutical LTD. and Allergan, Inc.**, 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff's Unopposed Motion to Distribute Notice to the Settlement Class ("Schwartz Declaration"). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23...

- **Gordon v. Hain Celestial Group, et al.**, 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order - were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.

- **In re: Sony PS3 "Other OS" Litigation**, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.



- ***In re: Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation***, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court's orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.



LEGAL NOTICE CASES

<i>Lewis v. Lytx Inc.</i> , Case No. 3:22-CV-00046 (S.D. Ill.)
<i>Doe, et al. v. San Diego Fertility Center Medical Group, Inc., et al.</i> , Case No. 37-2024-00006118 (Cal. Super. Ct.)
<i>Tapia-Rendon, et al. v. Workeasy Software, LLC</i> , Case No. 1:21-cv-3400 (N.D. Ill.)
<i>Meholic, et al. v. Seattle Arena Company</i> , Case No. 24-2-06283-1 (Wash. Super. Ct.)
<i>Cadena, et al. v. American Honda Motor Co., Inc.</i> , Case No. CV 18-4007 (C.D. Cal.)
<i>In Re: Hapy Bear Surgery Center Data Security Incident Litigation</i> , Case No. VCU307987 (Cal. Super. Ct.)
<i>Brim, et al. v. Prestige Care, Inc.</i> , Case No. 3:24-CV-05133 (W.D. Wash.)
<i>Doe, et al. v. Virginia Mason Medical Center, et al.</i> , Case No. 19-2-26674-1 SEA (Wash. Super. Ct.)
<i>Velasco v. Belmont Groceries, LLC</i> , Case No. 2023-CH-01077 (Cir. Ct. Cook Cnty., Ill.)
<i>Newman, et al. v. Audienceview Ticketing Corporation, et al.</i> , Case No. 1:23-cv-03764 (S.D.N.Y.)
<i>Severa, et al. v. Solvay Specialty Polymers USA, LLC, et al.</i> , Case No. 1:20-CV-06906 (D.N.J.)
<i>In Re Christie's Data Breach Litigation</i> , Case No. 1:24-cv-4221 (S.D.N.Y.)
<i>Reardon, et al. v. Suncoast Skin Solutions, Inc.</i> , Case No. 23-CA-000317 (Fla. 13th Jud. Cir.)
<i>Kandel, et al. v. Dr. Dennis Gross Skincare LLC</i> , Case No. 1:23-cv-01967-ER (S.D.N.Y.)
Public School Districts' Opioid Recovery Trust
<i>Haggerty, et al. v. Consumer Safety Technology, LLC</i> , Case No. 22-cv-01414 (Cal. Super. Ct.)
<i>Guzman, et al. v. Polaris Industries, Inc. et al.</i> , Case No. 8:19-cv-01543 (C.D. Cal.)
<i>Coleman v. USAA</i> , Case No. 3:21-cv-217 (N.D. Cal.)
<i>Knott, et al. v. United Water System, Inc., et al.</i> , Case No. 6:23-CV-00401 (W.D. La.)
<i>Jweinat v. loanDepot.com, LLC</i> , Case No. CGC-23-605149 (Cal. Super. Ct.)
<i>Tracey, et al. v. Elekta, Inc., et al.</i> , Case No. 1:21-cv-02851 (N.D. Ga.)
<i>Coleman, et al. v. United Services Automobile Association, et al.</i> , Case No. 3:21-cv-00217 (S.D. Cal.)
<i>Ralph Milan, et al. v. Clif Bar & Company</i> , Case No. 18-cv-02354-JD (N.D. Cal.)
<i>In re: Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation</i> (non-settlement), Case No. 19-md-2875 (D.N.J.)
<i>Ayala v. Commonwealth Health Physician Network, et al.</i> , Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.)
<i>Andrade-Heymsfield v. NextFoods, Inc.</i> , Case No. 21-cv-1446 (S.D. Cal.)
<i>In Re: Novant Health, Inc.</i> , Case No. 1:22-cv-00697 (M.D.N.C.)
<i>White v. General Motors, LLC</i> , Case No. 1:21-cv-00410 (D. Colo.)
<i>Gunaratna v. Dennis Gross Skincare, LLC, et al.</i> , Case No. 2:20-cv-02311 (C.D. Cal.)
<i>Hymes v. Earl Enterprises Holdings</i> , Case No. 6:19-cv-00644 (M.D. Fla.)
<i>Rivera, et al. v. Google LLC</i> , Case No. 19-CH-00990 (Cir. Ct. Cook Cnty., Ill.)
<i>Hezi v Celsius Holdings, Inc</i> , Case No. 1:21-cv-09892 (S.D.N.Y.)
<i>M.S. v. Med-Data, Inc.</i> , Case No. 4:22-cv-00187 (S.D. Tex.)
<i>Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc, et al.</i> , Case No. 2:18-cv-7889 (E.D. La.)
<i>Quackenbush, et al. v American Honda Motor Company, Inc., et al.</i> , Case No. 3:20-cv-05599 (N.D. Cal.)
<i>McFadden v. Nationstar</i> , Case No. 1:20-cv-00166 (D.D.C.)



<i>Sanders, et al. v. Ibex Global Solutions, Inc., et al.</i> , Case No. 1:22-cv-00591 (D.D.C.)
<i>In re: Cathode Ray Tube (CRT) Antitrust Litigation</i> , Case No. 4:07-cv-05944 (N.D. Cal.)
<i>John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.</i> , Case No. 2021L00026 (15th Jud. Cir. Ct. Lee Cnty., Ill.)
<i>Gonshorowski v. Spencer Gifts, LLC</i> , Case No. ATL-L-000311-22 (N.J. Super. Ct.)
<i>In re Forefront Data Breach Litigation</i> , Case No. 1:21-cv-00887-LA (E.D. Wis.)
<i>Stewart, et al. v. Albertsons Cos., Inc.</i> , Case No. 16CV15125 (Mult. Cty. Cir. Ct.)
<i>Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold</i> , Case No. 511490/2021 (N.Y. Sup. Ct. Kings Cnty.)
<i>Terry Fabricant v. Top Flite Financial, Inc.</i> , Case No. 20STCV13837 (Cal. Super.)
<i>Riley v. Centerstone of America</i> , Case No. 3:22-cv-00662 (M.D. Tenn.)
<i>Bae v. Pacific City Bank</i> , Case, No. 21STCV45922 (Cal. Super.)
<i>Tucker v. Marietta Area Health Care Inc.</i> , Case No. 2:22-cv-00184 (S.D. Ohio)
<i>Acaley v. Vimeo.com, Inc</i> , Case No. 19-CH-10873 (Cir. Ct. Cook Cnty., Ill.)
<i>Easter v Sound Generations</i> , Case No. 21-2-16953-4 (Wash. Super.)
<i>GPM v City of Los Angeles</i> , Case No. 21STCV11054 (Cal. Super.)
<i>Pagan v. Faneuil, Inc</i> , Case No. 3:22-cv-297 (E.D. Va.)
<i>Estes v. Dean Innovations, Inc.</i> , Case No. 20-CV-22946 (Mult. Cty. Cir. Ct.)
<i>Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.</i> , Case No. 21-2-03929-1 (Wash. Super.)
<i>Gilmore, et al. v. Monsanto Company, et al.</i> , Case No. 3:21-cv-8159 (N.D. Cal.)
<i>Copley v. Bactolac Pharmaceutical, Inc., et al.</i> , Case No. 2:18-cv-00575 (E.D.N.Y.)
<i>James v. CohnReznick LLP</i> , Case No. 1:21-cv-06544 (S.D.N.Y.)
<i>Doe v. Virginia Mason</i> , Case No. 19-2-26674-1 (Wash. Super.)
<i>LaPrairie v. Presidio, Inc., et al</i> , Case No. 1:21-cv-08795 (S.D.N.Y.)
<i>Richardson v. Overlake Hospital Medical Center, et al.</i> , Case No. 20-2-07460-8 (Wash. Super.)
<i>Weidman, et al. v. Ford Motor Company</i> , Case No. 2:18-cv-12719 (E.D. Mich.)
<i>Siqueiros, et al. v. General Motors, LLC</i> , Case No. 3:16-cv-07244 (N.D. Cal.)
<i>Vaccaro v. Delta Drugs, II. Inc.</i> , Case No. 20STCV28871 (Cal. Super.)
<i>Hosch v. Drybar Holdings LLC</i> , Case No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.)
<i>Davidson v. Healthgrades Operating Company, Inc.</i> , Case No. 21-cv-01250 (D. Colo.)
<i>Baldwin, et al. v. National Western Life Insurance Co.</i> , Case No. 2:21-cv-04066 (W.D. Mo.)
<i>Deien v. Seattle City Light</i> , Case No. 19-2-21999-8 (Wash. Super.)
<i>Blake Chapman, et al. v. voestalpine Texas, LLC, et al</i> , Case No. 2:17-cv-00174 (S.D. Tex.)
<i>Hanson v. Welch Foods Inc.</i> , Case No. 3:20-cv-02011 (N.D. Cal.)
<i>McMorrow v. Mondelez International, Inc.</i> , Case No. 3:17-cv-02327 (S.D. Cal.)
<i>Hadley, et al. v. Kellogg Sales Company</i> , Case No. 5:16-cv-04955 (N.D. Cal.)
<i>Miracle-Pond, et al. v. Shutterfly, Inc.</i> , Case No. 16-cv-10984 (Cir. Ct. Cook Cnty., Ill.)
<i>In Re: Sonic Corp. Customer Data Breach Litigation</i> , Case No. 1:17-md-02807 (N.D. Ohio)
<i>In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation</i> , Case No. 3:18-cv-00850 (E.D. Va.)
<i>Krommenhock, et al. v. Post Foods, LLC</i> , Case No. 3:16-cv-04958 (N.D. Cal.)
<i>Daley, et al. v. Greystar Management Services LP, et al.</i> , Case No. 2:18-cv-00381 (E.D. Wash.)



<i>Brianna Morris v. FPI Management Inc.</i> , Case No. 2:19-cv-0128 (E.D. Wash.)
<i>Kirilose Mansour v. Bumble Trading Inc.</i> , Case No. RIC1810011 (Cal. Super.)
<i>Clopp et. al. v. Pacific Market Research, LLC et. al.</i> , Case No. 21-2-08738-4 (Wash. Super.)
<i>Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.</i> , Case No. 58410 (E.D. La.)
<i>Jackson-Battle v. Navicent Health, Inc.</i> , Case No. 2020-cv-072287 (Ga Super.)
<i>Fabricant v. Amerisave Mortgage Corp.</i> , Case No. 2:19-cv-04659 (C.D. Cal.)
<i>Jammeh v. HNN Assoc.</i> , Case No. 2:19-cv-00620 (W.D. Wash.)
<i>Farruggio, et al. v. 918 James Receiver, LLC, et al.</i> , Case No. 3831/2017 (N.Y. Sup Ct)
<i>Winters, et al. v. Two Towns Ciderhouse Inc.</i> , Case No. 3:20-cv-00468 (S.D. Cal.)
<i>Siddle, et al. v. The Duracell Company, et al.</i> , Case No. 4:19-cv-00568 (N.D. Cal.)
<i>Lisa Jones, et al. v. Monsanto Company</i> , Case No. 4:19-cv-00102 (W.D. Mo.)
<i>Makaron v. Enagic USA, Inc.</i> , Case No. 2:15-cv-05145 (C.D. Cal.)
<i>John Karpilovsky, et al. v. All Web Leads, Inc.</i> , Case No. 1:17-cv-01307 (N.D. Ill.)
<i>Hughes, et al. v. AutoZone Parts Inc., et al.</i> , Case No. BC631080 (Cal. Super.)
<i>Secaucus Investors LLC and Health Care Grower, LLC v. Harmony Foundation of New Jersey, Inc., et al.</i> , Case No. BER-C-275-21 (N.J. Sup Ct.)
<i>Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections</i> , Case No. 3:17-cv-0586 (W.D. Wash.)
<i>Aaron Van Fleet, et al. v. Trion Worlds Inc.</i> , Case No. 535340 (Cal. Super.)
<i>Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)
<i>Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)
<i>Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.</i> , Case No. BC652939 (Cal. Super.)
<i>Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al.</i> , Case No. 82253 (La. Dist.)
<i>In re: Sony PS3 "Other OS" Litigation</i> , Case No. 4:10-cv-01811 (N.D. Cal.)
<i>In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00169 (D.N.J.)
<i>In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00711 (D.N.J.)
<i>Hartig Drug Company Inc., v. Senju Pharmaceutical et al.</i> , Case No. 1:14-cv-00719 (D. Del.)
<i>Gordon v. The Hain Celestial Group, et al.</i> , Case No. 1:16-cv-06526 (S.D.N.Y.)
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico – Economic and Property Damages Settlement</i> , MDL No. 2179 (E.D. La.)
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico –Medical Benefits Settlement</i> , MDL No. 2179 (E.D. La.)
<i>Byrner et al. v. Oregon One, Inc.</i> , Case No. 3:16-cv-01910 (D. Or.)
<i>In re: Google Inc. Cookie Placement Consumer Privacy Litigation</i> , MDL No. 2358 (D. Del.)
<i>In re: Pool Products Distribution Market Antitrust Litigation</i> , MDL No. 2128 (E.D. La.)
<i>In re: Polyurethane Foam Antitrust Litigation</i> , MDL No. 2196 (N.D. Ohio)
<i>In re: Processed Egg Products Antitrust Litigation</i> , MDL No. 2002 (E.D. Pa.)
<i>In re: The Flintkote Company and Flintkote Mines Limited</i> , Case No. 1:04-bk-11300 (Bankr. D. Del.)
<i>In re: Prograf (Tacrolimus) Antitrust Litigation</i> , MDL No. 2242 (D. Mass.)
<i>Markos v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01156 (N.D. Ga.)
<i>Cross v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01270 (N.D. Ga.)
<i>Ferrick v. Spotify USA Inc.</i> , Case No. 1:16-cv-08412 (S.D.N.Y.)



<i>In re: Parmalat Securities Litigation</i> , MDL No. 1653 (S.D.N.Y.)
<i>Smith v. Floor and Décor Outlets of America, Inc.</i> , Case No. 1:15-cv-04316 (N.D. Ga.)
<i>Schwartz v. Intimacy in New York, LLC</i> , Case No. 1:13-cv-05735 (S.D.N.Y.)
<i>In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation</i> , MDL No. 2426 (D. Me.)
<i>Young v. Wells Fargo & Co</i> , Case No. 4:08-cv-00507 (S.D. Iowa)
<i>In re: Credit Default Swaps Antitrust Litigation</i> , MDL No. 2476 (S.D.N.Y.)
<i>Anthony Frank Lasseeter et al. v. Rite-Aid</i> , Case No. 09-cv-2013-900031 (Ala. Cir. Ct.)
<i>Khoday v. Symantec Corp.</i> , Case No. 0:11-cv-00180 (D. Minn.)
<i>MacKinnon, Jr v. IMVU</i> , Case No. 1-11-cv-193767 (Cal. Super.)
<i>Ebarle, et al. v. LifeLock, Inc.</i> , Case No. 3:15-cv-00258 (N.D. Cal.)
<i>Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")</i> , Case No. 1:15-cv-05880 (S.D.N.Y.)
<i>Schwartz v. Avis Rent A Car System</i> , Case No. 2:11-cv-04052 (D.N.J.)
<i>Klein v. Budget Rent A Car System</i> , Case No. 2:12-cv-07300 (D.N.J.)
<i>Pietrantonio v. Kmart Corporation</i> , Case No. 15-5292 (Mass. Cmmw.)
<i>Cox, et al. v. Community Loans of America, Inc., et al.</i> , Case No. 4:11-cv-00177 (M.D. Ga.)
<i>Vodenichar. et al. v. Halcón Energy Properties, Inc., et al.</i> , Case No. 2013-512 (Pa. Com. Pleas)
<i>State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.</i> , Case No. 1208 10246 (Or. Cir.)
<i>Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med</i> , Case No. 0:13-cv-62019 (S.D. Fla.)
<i>Splater, et al. v. Thermal Ease Hydronic Systems, Inc., et al.</i> , Case No. 03-2-33553-3 (Wash. Super.)
<i>Phillips v. Bank of America</i> , Case No. 15-cv-00598 (Cal. Super.)
<i>Ziwczyzn v. Regions Bank and American Security Insurance Co.</i> , Case No. 1:15-cv-24558 (S.D. Fla)
<i>Dorado vs. Bank of America, N.A.</i> , Case No. 1:16-cv-21147 (S.D. Fla)
<i>Glass v. Black Warrior Electric</i> , Case No. cv-2014-900163 (Ala. Cir.)
<i>Beck v. Harbor Freight Tools USA, Inc.</i> , Case No. 15-cv-00598 (Ohio Com. Pleas)
<i>Ligon v. City of New York, et al.</i> , Case No. 12-cv-2274 (S.D.N.Y.)
<i>Abdellahi, et al., vs. River Metals Recycling, LLC</i> , Case No. 13-CI00095 (Ky. Cir.)
<i>Alegre v. XPO Last Mile, Inc.</i> , Case No. 2:15-cv-02342 (D.N.J.)
<i>Jack Leach, et al. v. E.I. du Pont de Nemours and Co.</i> , Case No. 01-C-608 (W. Va. Cir.)
<i>Hayes, et al. v. Citizens Financial Group Inc., et al.</i> , Case No. 1:16-cv-10671 (D. Mass.)
<i>In re: Foreign Exchange Benchmark Rates Antitrust Litigation</i> , Case No. 1:13-cv-07789 (S.D.N.Y.)
<i>Flo & Eddie, Inc. v. Sirius XM Radio, Inc.</i> , Case No. 2:13-cv-05693 (C.D. Cal.)
<i>Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah</i> , Case No. C13-02656 (Cal. Super.)
<i>Filannino-Restifo, et al. v. TD Bank, N.A.</i> , Case No. 0:18-cv-01159 (D.N.J.)
<i>United States v. Takata Corporation</i> , Case No. 2:16-cv-20810 (E.D. Mich.)
<i>Free Range Content, Inc. v. Google Inc.</i> , Case No. 5:14-cv-02329 (N.D. Cal.)
<i>Bautista v. Valero Marketing and Supply Company</i> , Case No. 3:15-cv-05557 (N.D. Cal.)
<i>Devin Forbes and Steve Lagace -and- Toyota Canada Inc.</i> , Case No. cv-16-70667 (Ont. Super. Ct.)
<i>Thierry Muraton -and- Toyota Canada Inc.</i> , Case No. 500-06-000825-162 (Que. Super. Ct.)
<i>In re: Residential Schools Class Action Litigation</i> , Case No. 00-cv-192059 (Ont. Super. Ct.)
<i>In re: Tricor Antitrust Litigation</i> , Case No. 05-340 (D. Del.)



<i>Masztal v. City of Miami</i> , Case No. 3D06-1259 (Fla. Dist. App.)
<i>In re: Tribune Company, et al.</i> , Case No. 08-13141 (D. Del.)
<i>Marian Perez v. Tween Brands Inc.</i> , Case No. 14-cv-001119 (Ohio Com. Pleas)
<i>Ferguson v. Safeco</i> , Case No. DV 04-628B (Mont. Dist.)
<i>Williams v. Duke Energy</i> , Case No. 1:08-cv-00046 (S.D. Ohio)
<i>Boone v. City of Philadelphia</i> , Case No. 2:05-cv-01851 (E.D. Pa.)
<i>In re: Lehman Brothers Inc.</i> , Case No. 08-13555, 08-01420 (Bankr. S.D.N.Y.)
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i> , MDL No. 1796 (D.D.C.)
<i>In re: Countrywide Customer Data Breach Litigation</i> , MDL No. 1998 (W.D. Ky.)
<i>In re: Checking Account Overdraft Litigation</i> , MDL No. 2036 (S.D. Fla.)
<i>In re: Heartland Data Security Breach Litigation</i> , MDL No. 2046 (S.D. Tex.)
<i>Schulte v. Fifth Third Bank</i> , Case No. 1:09-cv-06655 (N.D. Ill.)
<i>Mathena v. Webster Bank, N.A.</i> , Case No. 3:10-cv-01448 (D. Conn.)
<i>Delandro v. County of Allegheny</i> , Case No. 2:06-cv-00927 (W.D. Pa.)
<i>Trombley v. National City Bank</i> , Case No. 1:10-cv-00232 (D.D.C.)
<i>Fontaine v. Attorney General of Canada</i> , Case No. 00-cv-192059 CP (Ont. Super. Ct.)
<i>Marolda v. Symantec Corp.</i> , Case No. 3:08-cv-05701 (N.D. Cal.)



EXHIBIT B



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims.

Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

*Work performed as Postlethwaite & Netterville, APAC (P&N)

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group, LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group, LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients and Eisner Advisory Group, LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group, LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group, LLC.

EXHIBIT C

Data Management Practices and Security Protocols

Confidentiality is Paramount for Our Profession

Confidentiality is of the utmost importance to our client relationships. At EisnerAmper, we are committed to keeping client data secure, which is why we have designed engagement tools and policies to help ensure information security and privacy.

EisnerAmper employs professionals that maintain numerous information technology and data security certifications as well as a Service Organization Control (SOC) services team that has substantial experience in performing SOC engagements for service organizations in a variety of industries. Our SOC services team includes personnel with specialized internal control training and backgrounds. Our professionals have completed the AICPA's SOC School and hold relevant industry certifications. Our professionals help ensure that service organizations receive the highest level of assurance over the effectiveness of their internal controls.



EisnerAmper professionals maintain the following certifications related to information technology, data security, internal controls, and compliance:

CISA (Certified Information Systems Auditor)	CIA (Certified Internal Auditor)
CISSP (Certified Info Systems Security Professional)	CITP (Certified Information Technology Professional)
CIPP/US (Certified Information Privacy Professional/United States)	CRISC (Certified in Risk & Information Systems Control)
CIPM (Certified Information Privacy Manager)	Certified HITRUST Practitioner
JNCIS (Juniper Networks Cert. Internet Specialist)	VCP5 (VMware Certified Professional v5)
RSA/CSE (Certified Security Engineer)	VCP6 (VMware Certified Professional v6)
Checkpoint Certified Security Admin	MCITP (Microsoft Certified IT Professional)
MCITP & MCSE - Messaging	MCSE (Microsoft Certified System Engineer)
CCSP (Cisco Certified Security Professional)	CCVP (Cisco Certified Voice Professional)
CCNA (Cisco Certified Network Associate)	CCNP (Cisco Certified Network Professional)
JNCIA (Juniper Networks Certified Associate)	CCDA (Cisco Certified Design Associate)


MCNE (Master Certified Novell Engineer)
BCFP (Brocade Fiber Channel Professional)**BCSD (Brocade Certified SAN Designer)****EnCE (Encase Certified Forensic Examiner)****DOSD (Dell On Site Diagnostics)****AccessData Certified Forensic Examiner**

Our security processes follow industry accepted standards such as NIST, HITRUST, CIS Controls; any required elements from regulatory bodies/legislation such as AICPA, HIPAA, HITECH, FFIEC, CUNA, various state requirements; and vendor best practices (i.e. Microsoft, Cisco, VMWare, etc.) We apply the same requirements delivered through our client engagements to our internal processes. Our work product for client engagements have been reviewed, tested, and ultimately accepted by regulatory bodies and government entities such as OCR, FFIEC, and CUNA.

The EisnerAmper Team served as an expert in an Office for Civil Rights (OCR) investigation for a HIPAA breach at a large, national covered entity. OCR recognized the EisnerAmper Team as "HIPAA Experts" in their final report.

Overview of General Security Practices

Eisner Advisory Group LLC, EisnerAmper LLP and all applicable subsidiaries maintain their network environment with a managed data center provider with locations exclusively in the U.S. The environment is protected at the perimeter with:

- ▲ ***Next-generation firewalls***
- ▲ ***DMZ***
- ▲ ***24/7 Intrusion Detection & Prevention services***

On the interior, activities are monitored with:

- ▲ ***Web Application Firewalls***
- ▲ ***Inbound/outbound Internet and Email filtering***
- ▲ ***Data Loss Prevention***
- ▲ ***Endpoint Detection & Response systems on every endpoint and server***

System patching and vulnerability remediation are fully automated. All internal data is encrypted using TLS 1.3 in transit and multi-factor-authentication is used for authentication. EisnerAmper

employees receive mandatory Information Security and Social Engineering training on an annual basis.

Client Data Hosting & Security

We utilize data hosting and security services of DartPoints, who maintains certified data centers that adhere to the most rigid standards and meet compliance regulations like PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley.



DartPoints Operating Company, LLC. undergoes an annual System and Organizational Controls 2 (SOC 2), Type II exam covering the Security, Confidentiality, Availability, and Processing Integrity Trust Services Categories. EisnerAmper has reviewed the most recent independent auditor report and attest that the scope addressed the current SOC 2, Type II trust services criteria for the in scope categories and the audit opinion was unmodified ("clean" opinion), in all material respects. Based on EisnerAmper's ongoing vendor monitoring procedures, DartPoints SOC 2, Type II exams have consistently included an unmodified opinion.

Web Application Firewall (WAF)

EisnerAmper utilizes Cloudflare's Web Application Firewall (WAF) to provide robust protection of websites by leveraging advanced threat intelligence and machine learning. Cloudflare blocks the latest attacks, including zero-day exploits, by processing millions of HTTP requests per second. The WAF uses managed and custom rulesets to prevent common threats like SQL injection, cross-site scripting, and credential stuffing. Additionally, you can define challenges or block certain traffic based on the IP address's geographical location. With fast deployment and easy management, Cloudflare's WAF integrates seamlessly with the firm's other security measures.



Two-Factor Authentication

Our proprietary claims management applications utilize two-factor authentication provided by Duo Security (<https://duo.com>) for all system users. As described by Duo, *"two-factor authentication adds a second layer of security to your online accounts. Verifying your identity using a second factor (like your mobile phone or other mobile device) prevents anyone but you from logging in, even if they know your password."*



Mass Data Transmission Through Secure Web Portal

In our efforts to use technology to make our client relationships more effective and efficient, EisnerAmper can establish a secure web portal for data transfer on an as-needed basis. Simply put, a secure web portal is a password protected area on our servers that allows users to securely transfer and retrieve information. When transferring a large volume of documents, using a secure web portal is a more efficient practice than traditional methods.

Limited Access to Information and Data Encryption

EisnerAmper makes every reasonable effort to limit access to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request of information resources. Data is protected in transit using TLS 1.3. To further enhance the security of sensitive data at rest, EisnerAmper employs advanced techniques such as column-level encryption and symmetric key encryption. Column-level encryption allows specific columns within a database to be encrypted, ensuring that even if unauthorized access occurs, the sensitive data remains unreadable without the appropriate decryption keys. Symmetric key encryption, on the other hand, uses a single key to both encrypt and decrypt data, providing a fast and efficient method to secure sensitive information. This method ensures that only authorized parties with the correct key can access the data, adding an additional layer of security to protect personal identifiable information (PII), and other sensitive data.

Employee Security Protocols Training and Testing

All firm employees are required to complete annual security awareness training. This is a web-based interactive training using common traps, live demonstration videos, short tests and the new scenario-based Danger Zone exercises. The training specializes in making sure employees understand the importance of protecting information like PII and mechanisms of spam, phishing, spear phishing, malware, ransomware and social engineering, and are able to apply this knowledge in their day-to-day jobs.

Insurance and Limitations of Liability

EisnerAmper maintains insurance coverages appropriate for its size and industry, including cyber and professional liability insurance. More detailed information will be provided on request.

EisnerAmper standard contract language limits liability to the fees paid for the service of work product giving rise to liability. Such limitation does not apply where damages are judicially determined to have been caused by EA's gross negligence or willful misconduct.

Quality Control

Our claims administration teams include professionals trained and certified in, among others, the following areas: project management (PMP), accounting (CPA), internal controls and risk (CIA), information systems controls (CISA), fraud examination (CFE), information systems security (CISSP), and legal analysis (JD).

Our project initiation phase includes an identification of critical focus areas and implementation of a plan that covers the following key components of quality control in the context of claims administration service delivery.

Resource Consistency & Training: Because we maintain a large, diverse professional workforce, our team is scalable without the need for temporary employees for every major project. This organic scalability is important in terms of retained process knowledge as well as consistency of execution and deliverables.

Data Validation: EA implements proactive data validation measures into our online claims platform to minimize claim deficiencies, duplication, and anomalies that require dedication of resources and expenses throughout the claims process.

Segregation of Duties: Segregation of duties is important for risk mitigation and internal control – particularly in the accounting function for large fund projects. The diversity and scalability of our workforce would allow each high risk component of the claims life cycle to be performed by a team member that specializes in the relevant professional area (rather than a single project manager or assigned resource).

Technology & Software Analysis Tools: EA utilizes various software tools to assist in the execution of quality control procedures and identification of suspicious activity. Our systems include “fuzzy” matching logic which allows us to detect and address duplicate claim submissions. We also maintain service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to report our findings to the parties and Court as appropriate.

Internal Controls: For high risk projects and data sets, our team is able to utilize our Certified Internal Audit (CIA) and other control and risk advisory professionals to design data management and processing protocols that ensure proper internal controls are established.

Fraud, Waste, and Abuse Detection and Prevention

We believe that effective claims administration protocols include fraud detection and prevention but also include mechanisms that combat waste and abuse from legitimate, non-fraudulent sources. EA uses a variety of techniques to prevent and deter fraud as well as monitor areas that are at high risk for wasteful and abusive claims activity. The following sections outline various methods that we employ to fight fraud, waste, and abuse (FWA) in our claims programs.

Data Validation: One mechanism that helps prevent abuse of the claims process, particularly in a claims process that requires minimal documentation (or no claim support), is to implement a maximum number of “units” that can be claimed without supporting documentation. Enforcing a process in which “high volume” claims follow a particular protocol allows us to easily identify high risk claims and implement particular audit or verification procedures focused on that subset of claim submissions.

It may also be reasonable to establish claim filing rules that help proactively prevent duplicative claim submissions. For example, it may be reasonable to limit claims to one-per-user or one-per-household basis. In this situation, the online claims filing platform may be programmed to reject the submission of claims if a previous claim exists that includes the same attributes such as email address, mailing address, or other information such as serial/model number, etc.

Duplicate Claim Identification: Of course, data validation methods are effective only to the extent that the claim submission rules do not become a barrier to participation. Therefore, it is also necessary to utilize techniques to ensure that duplicate claims are identified after they are submitted.

To meet this need, EA utilizes technology that includes “fuzzy” matching logic which allows us to detect and address duplicate claim submissions by going beyond exact matches and analyzing claims that have similar characteristics across a number of fields. For example, we may compare claims that have a combination of 90% commonality amongst the claimant name and 95% match for mailing address (and vice versa). Using these techniques across different claimant attributes has allowed us to identify thousands of duplicative claims that otherwise do not appear suspicious.

Data Analytics: Another method that helps to identify potential FWA activity is the use of data analysis. Our business intelligence professionals utilize custom reporting to identify anomalies in large claims datasets and assess those outliers. We utilize exception reporting to capture scenarios that exist within the data (but should not reasonably be possible) so that we can take appropriate corrective action as needed.

Research Tools: EA maintains service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to either confirm the legitimacy

of claim information or document findings so that we can report to the parties and Court as appropriate.

The following examples illustrate our experiencing in employing fraud detection and prevention tools and processes in the class action settlement environment:

CRT Antitrust Litigation

EA helped establish various thresholds for claims audit procedures as well as executed many different claims analysis processes to identify high risk or suspicious claims activity.

To date, EA's efforts have resulted in a recovery of over \$100 Million in settlement fund value. We have achieved significant results related to (a) ineligible claim withdrawals, (b) duplicate claim identification, (c) adjustments resulting from completed claim audits, and (d) FWA procedures. The value of the recovery is determined by the total per-unit dollar value increase of all units which remain in the settlement program as a result of the claims review process.

Deepwater Horizon Economic Claims Center (DHECC)

EA provided personnel to help create the fraud, waste and abuse (FWA) team for this program. This team managed and oversaw the investigative review process of potentially fraudulent Business Economic Loss and Seafood claims.

Engineering the Process – EA created the investigative work plans, consistency guidelines and a quality checklist to drive uniformity of each investigation. The guidelines documented standard language, management decisions, investigation requirements, scope and best practices.

Predictive Analysis (Statistical Analysis Software, or SAS) – Our analysts recommended data points and metrics for predictive modeling and anomaly detection within the data analytics software used to automate the way in which potentially fraudulent claims were identified. Our team tested the weighted business rules used to score claims based on where they fell on a spectrum, which allowed for the prioritization of claims with a higher likelihood of fraud.

Investigation & Reporting – EA's FWA team performed a thorough investigation of the financial records for claims identified by SAS in addition to internal and external referrals as having indicia of fraud. Investigations included review of documentation germane to claim, identification and investigation of red flags, and outreach to claimants or third parties, as necessary. The fraud team created a summary of fraud findings for each claim utilizing analysis and state and federal databases. Analysts prepared detailed court documents for appeals panelists in the event claimants appealed the initial findings, and circulated internal reports of possible organized fraud schemes.

EXHIBIT D

**Settlement in School District
National Prescription Opiate Litigation -
Against Sackler Family Members who are Former Directors of Purdue Pharma**

A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

Why you are receiving this document.

You are receiving this document to notify you *about a proposed Settlement of a class action lawsuit* brought on behalf of approximately 2,500 school districts nationwide. You are receiving this notice because your school district may be one of those approximately 2,500 school districts—and therefore a beneficiary of the Settlement. The Marshall and Wetzel County Boards have filed suit in their own names in federal court in West Virginia. But they have asked to proceed on behalf of approximately 2,500 other similarly situated school districts across the country, too. Your school district is a part of the proposed “class” in this class action if: (a) your district has an enrollment of more than 5,000 students, (b) your district has itself filed an opioid-related lawsuit, or (c) your district has filed a claim as a creditor in the bankruptcy of Purdue Pharma L.P. (“Purdue Pharma”).

Alleged Facts and Claims.

This lawsuit alleges claims against members of the Sackler family who previously served on the board of Purdue Pharma (“Former Director Sacklers” or the “Defendants”). The gist of this lawsuit—the core allegations on which the Marshall and Wetzel County Boards base their class action claims—can be summarized as follows:

- (a) For the last decade at least, the job of public school districts in this country has been made substantially more difficult—and more expensive—by the toll that the opioid crisis has exacted on their students;
- (b) Because they were primary architects behind deceptively marketing and turbocharging opioid sales, Sackler family members bear significant responsibility for the burdens that the opioid crisis has placed on school budgets; and
- (c) The harms visited on public schools include the added burdens on already strained school budgets to address:
 - (1) *The needs of students exposed to opioids before birth.* Because of their exposure to opioids before birth, these students disproportionately need special education services. Often, they need these services from kindergarten through 12th grade. And these specialized and legally mandated services roughly double the cost of their education;
 - (2) *The needs of students traumatized by parents’, caretakers’, siblings’, and other family members’ struggles with, and sometimes deaths from, opioid use disorders; and*
 - (3) *The needs of students themselves struggling with their own opioid use disorders.*

Public school districts assert, and Claim money damages for, the harms described above.

The Defendants dispute many of the factual allegations in the lawsuit and deny legal responsibility for the harm alleged. The Defendants assert both factual and legal defenses to school districts’ claims.

Context.

The proposed Settlement described in this notice is one chapter in what has been drawn-out litigation in several courts at several levels, in an effort to resolve claims not just by school districts but also by a host of other parties (including States, municipalities, and hospitals, among others) against both Purdue Pharma and the Sacklers (related to their ownership interests in Purdue Pharma). You may have read in the news about some of the events leading up to the current proposed Settlement. To summarize:

1. Four years ago (in 2021), a U.S. Bankruptcy Court approved a bankruptcy plan for Purdue Pharma. But that plan was overturned by the United States Supreme Court in the summer of 2024.
2. Following the Supreme Court's ruling, interested parties, including Plaintiffs (on behalf of a putative class of school districts) returned to the bargaining table to reach new agreements with Purdue Pharma and members of the Sackler family that would be consistent with the Supreme Court's ruling regarding the type of releases that can be imposed through a bankruptcy.
3. After months of negotiations and with the help of court-appointed mediators, Plaintiffs negotiated this proposed class action Settlement to resolve claims by school districts against certain members of the Sackler family in exchange for up to \$26,776,216.55, subject to the terms set forth in the Proposed Class Action Settlement Agreement.¹

How the Settlement Amount will be distributed.

Under the terms of the proposed Settlement here, the settlement amount of up to \$26.8 million will be paid into a trust – the Public School Trust (“Trust”). The Trust already holds additional amounts from other settlements and resolutions that school districts have previously reached with other opioid industry defendants (including McKinsey & Co., Mallinckrodt and Endo; \$23 million, \$5 million and \$3 million, respectively). The Trust has been established to serve as the custodian for funds collected from opioid defendants and, with those funds (net of fees and expenses), to make grants to school districts for projects to abate and mitigate the effects of the opioid crisis in public schools. The Trust has invited funding proposals from public school districts nationwide. Only Class Member school districts will be eligible to apply for and receive grants from the trust from the Sackler settlement. **But under the Settlement, no school district is guaranteed any settlement funds: the Trust will not distribute Trust funds on a pro rata or proportional basis.**

The Trust is administered by an independent Special Trustee with subject matter expertise, Dr. Andrés Alonso, the former deputy chancellor of the New York City Public School System and Chief Executive Officer of the Baltimore City Public School System; and by a bank trustee, Truist Bank, which handles administrative duties. Dr. Alonso will solicit and review requests for funding from school districts and, based on published criteria, select proposals for the Trust to fund.

Who pays the lawyers for their work?

For their work in securing this Settlement, School District Class Counsel will seek an order from the court for attorneys' fees equal to approximately \$6.7 million (25% of the recovery), plus reimbursement of costs and expenses totaling no more than \$100,000. Class counsel will also ask the Court to approve service awards of up to \$10,000, for each of the two West Virginia school districts that have spearheaded this litigation: Marshall County and Wetzel County. Amounts approved by the Court for attorneys' fees, reimbursement of counsel's costs, and service awards will be deducted from the gross Settlement Amount, with the balance deposited in the Public School Trust. Pursuant to the bankruptcy plan, the lawyers on the Plaintiff's Executive Committee from the Multidistrict Opioid Litigation in Cleveland, Ohio, known as MDL 2804, will receive 5% of the total recovery (approximately up to \$1,340,000), which will come out of the share awarded to Class Counsel, effectively capping the award to class counsel at 20% and preventing dilution of the benefit for the Trust and class members by this assessment.

¹ Plaintiffs have also negotiated a separate proposed agreement to resolve claims against Purdue Pharma for \$13.8 million that is subject to approval by the bankruptcy court.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.
QUESTIONS? Go to www.SacklerSchoolDistrictOpioidSettlement.com or call 1-866-961-5451*

This notice summarizes the proposed Settlement. For the precise terms of the Settlement, you can see the Settlement Agreement at www.SacklerSchoolDistrictOpioidSettlement.com, contact class counsel by emailing info@schooldistrictopioidrecoverygrants.com, or at 1-866-961-5451. You may access the Court docket in this case, either through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, for a fee, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of West Virginia, [insert Court location here], between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO ASK ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

For more information about the Public School Trust, which will administer funds provided by this Settlement, please see www.SacklerSchoolDistrictOpioidSettlement.com.

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What This Notice Contains

PAGE

BASIC INFORMATION 5

1. What options does my school district have?

CLASS MEMBERSHIP 5

2. Is my school district included in the Settlement?

GRANT-MAKING PROCESS..... 5

3. How much can my school district get in this Settlement?
4. How will the Trust work, and how can my school district apply for funds from the Trust?
5. When will trust awards be made?

UNDERSTANDING THE CLASS ACTION PROCESS 7

6. Why am I getting this Notice?
7. What is a class action?
8. What am I giving up in exchange for receiving the Settlement benefits?
9. What are my school district's potential legal claims and remedies in this class action?
10. Can my school district get out of the Settlement?
11. If my school district does not exclude itself, can my school district sue the Defendants for the same thing later?
12. If my school district excludes itself, can my school district still get full benefits from the Settlement?
13. If my school district opts out and pursues its own case, could it get a larger recovery?
14. Does my district have a lawyer in the case?
15. I've received solicitation letters from attorneys. Does my school district need to hire its own attorney to get money from the Settlement?
16. How will Class Counsel be paid? How much will these lawyers be paid?
17. How do I tell the Court if my school district does not like the Settlement?
18. What is the difference between objecting to the Settlement and opting out?
19. When and where will the Court decide whether to approve the Settlement?
20. Does my school district have to attend the hearing?
21. May my school district speak at the hearing?

Getting More Information 12

22. How can my school district get more information?

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BASIC INFORMATION

1. What options does my school district have?

YOUR SCHOOL DISTRICT’S LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
APPLY FOR FUNDS FROM THE PUBLIC SCHOOL DISTRICT OPIOID RECOVERY TRUST	To apply for compensation from this Settlement, you must submit a request and proposal for funding to the Public School Trust. Please refer to Question 4 and please see www.SacklerSchoolDistrictOpioidSettlement.com for more information about how to submit a valid grant proposal.
REQUEST EXCLUSION	To exclude your school district from this Settlement, you must submit a request to exclude (or “opt out”) your school district from the Settlement by no later than [REDACTED]. If you do that, your district will not be eligible to apply for grants from the Public School Trust under this Settlement, but you will preserve your school district’s rights to sue the Defendants over the claims being resolved by this Settlement.
OBJECT	If you are dissatisfied with the Settlement, you can write to the Court explaining what you dislike about it. If you object to the Settlement, you are expressing your views about the Settlement, but by objecting rather than excluding your district, your district remains a member of the Settlement Class (if otherwise eligible) and, as part of the Settlement, will release the claims covered by this Settlement. If you object, you must submit a written objection by [REDACTED]. Please refer to Question 18. Objecting does not disqualify your district from participating in the Settlement. But if your school district wants to be considered for a grant of funds from the Settlement, you must submit a request for funding. Please refer to Question 4 for more information.
GO TO A HEARING	If you object to the Settlement as described above, you may also ask to speak in Court about the fairness of the Settlement.

CLASS MEMBERSHIP

2. Is my school district included in the Settlement?

The Settlement Class consists of elementary, middle, and/or secondary public school districts in the United States (a) with enrollments of more than 5,000 students, or (b) that have themselves filed an opioid-related lawsuit, or (c) filed a claim as a creditor in Purdue Pharma L.P.’s bankruptcy.

SECTION 1.02 GRANT MAKING PROCESS

3. How much can my school district get in this Settlement?

Under the Settlement, Class Members are eligible to apply to the Public School Trust for funds to help abate or mitigate the opioid crisis in their school district. Grant amounts have yet to be determined and will depend

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on the number of grant proposals received and then selected by the Special Trustee for awards. **Under the Settlement, no school district is guaranteed any Settlement funds. The Trust will not distribute Settlement funds on a pro rata or proportional basis.**

4. How will the Trust work, and how can my school district apply for funds from the Trust?

Details about how to apply for an award from the Trust and about the structure and purposes of the Trust are available at www.SacklerSchoolDistrictOpioidSettlement.com. The Trust will be administered by Dr. Andrés Alonso, former deputy chancellor of the New York City Public School System and Chief Executive Officer of the Baltimore City Public School System.

Dr. Alonso will solicit and review funding proposals from school districts nationwide. From among the proposals received, he will make grants to a limited number of school districts with the intent of directing the Settlement money where it will likely have the greatest impact. Consistent with that purpose, Dr. Alonso will give priority, for example, to:

- (a) Applications for funding from public school districts (or consortia of districts) in areas most affected by the opioid crisis.
- (b) Applications from underfunded school districts or school districts with low per-pupil spending.
- (c) Applications that target services to children under the age of 8, where the potential gains are likely to be the highest.
- (d) Applications showing that funds received will be used to leverage matching funds from other sources, increasing their impact.
- (e) Applications showing how programs funded by the grant will become self-sustaining once the grant money has been spent.
- (f) Applications for projects that are innovative or designed to be replicated elsewhere.

Under the terms of the Trust, trust funds must be used for direct services or innovative projects that benefit students. Settlement funds will not be available to support research. Uses that align with the abatement and mitigation goals and the criteria identified above might include:

- Grants for direct services, including to hire special education teachers, behavior specialists, counselors, social workers, reading coaches, or occupational, mental health, or physical therapists;
- Grants for multi-disciplinary programs, such as partnerships between public school districts and medical or social services providers; or
- Grants for projects, with nationwide applicability, for training and developing staff to provide special education or multi-disciplinary services to abate and mitigate the effects of the opioid epidemic in schools.

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The Trust will also be funded by amounts collected from other opioid defendants in other cases, from which school districts have received or expect to receive additional recoveries, including litigation against McKinsey & Co. and the Mallinckrodt, Endo, and Purdue bankruptcies, for \$23 million, \$5 million, \$3 million, and 13.8 million, respectively. The McKinsey, Mallinckrodt and Endo recoveries are secured. This number could grow with other recoveries from other opioid defendants.

5. When will trust awards be made?

Currently, it is expected that the Trust will begin awarding grants in 2027 with money provided by the Former Sackler Director Defendants as part of this Settlement. Grants awarded with money provided by Purdue Pharma will begin at the same time. Grants awarded with money collected from settlements with McKinsey, Mallinckrodt, and Endo have already been made and are continuing to be made.

SECTION 1.03 UNDERSTANDING THE CLASS ACTION PROCESS

6. Why am I getting this Notice?

You are receiving this Notice because your school district is likely a member of the Class. The Court in charge of this case authorized this Notice because Class Members have a right to know about the proposed Settlement of this lawsuit and to understand all their options before the Court decides whether to approve the Settlement. This Notice summarizes the Settlement and explains Class Members' legal rights and options under the Settlement.

Judge John P. Bailey of the United States District Court for the Northern District of West Virginia is in charge of this case. The case is known as Marshall County Board of Education et al v. Sackler et al (Case No.: 5:25-cv-00228-JPB) The public school districts who sued are called the "Plaintiffs." The "Defendants" are members of the Sackler family who previously served on the board of Purdue Pharma L.P.

7. What is a class action?

A class action is a representative lawsuit. One or more plaintiffs (who are also called "class representatives") sue on behalf of themselves and all others with similar claims who are not named but are described in the class definition and are called "class members" (in this case, other school districts). When a class action is settled, the court resolves the issues in the lawsuit for all class members, except those who request to be excluded from (or "opt out" of) the class. Opting out means that your school district will not receive benefits under the Settlement. The opt out process is described in Question 10 of this Notice.

8. What is my school district giving up in exchange for receiving the Settlement benefits?

In exchange for participating in the Settlement, which makes your school district eligible to apply for a grant from the Trust, your district will give up its right to sue the Released Parties (the Defendants and certain of their associates) for the claims released in the Settlement. (See Question 9 below). The Settlement does not affect claims against other opioid defendants.

Section IX of the Settlement Agreement contains the complete text and details of what Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The full text of the Settlement Agreement is available at www.SacklerSchoolDistrictOpioidSettlement.com. If you have any questions, you may talk to the law firms listed in Question 17 for free, or your own lawyer at your own expense.

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9. What are my school district's potential legal claims and remedies in this class action?

There are many claims for relief in this class action, including some claims that seek treble or punitive damages. The claims, including for violation of RICO and for common law public nuisance, negligence, failure to warn, violation of statutory duties, civil conspiracy, and aiding and abetting start at paragraph 40 of the Complaint, which was filed on October 6, 2025, in the Northern District of West Virginia, and is entry # 1 of the electronic docket on PACER. The Complaint can also be found on the Settlement Website at www.SacklerSchoolDistrictOpioidSettlement.com under the "Documents" section. If you have any questions about the claims and remedies in the class action, you may talk to the law firms listed in Question 17 for free, or you may talk to your own lawyer at your own expense.

10. Can my school district get out of the Settlement?

If your school district does not want to be eligible to apply for a grant from the Trust, and your district wants to retain the right to sue the Released Parties for claims arising out of or related to this case, then you must remove your district from the Settlement. You may do this by asking to be excluded from—sometimes called "opting out" of—the Settlement. To do so, you must mail or email a letter or other written documents to the Court-appointed Notice and Claims Administrator. Your request must include:

- Your district's name, address, and telephone number.
- A statement that "I wish to exclude [insert the name of you school district] from the Class in the School District Opioid Litigation against the Former Director Sacklers, *Marshall County Board of Educaiton et al v. Sackler et al*, Case No. 5:25-cv-00228-JPB and
- The printed name and signature of the school district superintendent or other person authorized to sign on behalf of the school district, showing the date signed, and accompanied by a further signed statement that "*I, the person signing this statement, warrant that I have legal authority to bind [insert name of school district].*" (Electronic signatures, including Docusign, are invalid and will not be considered personal signatures).

Your exclusion request must be **postmarked or emailed** no later than [REDACTED]. If emailing, email your exclusion request to info@schooldistrictopioidrecoverygrants.com. If using a postal service, mail your exclusion to School District Purdue Opioid Notice and Claims Administrator, PO Box 3637, Baton Rouge, LA 70821.

11. If my school district does not exclude itself, can my district sue the Defendants for the same thing later?

No. Unless your school district excludes itself, your district gives up the right to sue the Defendants for all the claims that the Settlement resolves.

12. If my school district excludes itself, can my district still get full benefits from the Settlement?

No. If your school district excludes itself, your district will not be eligible to apply to the Trust for a grant from money provided by the Sackler Former Director Defendants. Your district may still apply to the Trust for an award payable from funds provided to the Trust by settlements with other opioid defendants (such as McKinsey, Purdue, Endo, and Mallinckrodt).

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13. If my district opts out and pursues its own case, could it get a larger recovery?

The law of most states provides for various remedies if a claim is proved at trial and upheld on appeal. None of these can be predicted with certainty, and all take more time. The Settlement is designed to provide benefits that are not subject to the delay and risk of a trial and appeals.

14. Does my school district have a lawyer in the case?

Yes. The Court has appointed Class Counsel to prosecute all school district claims pending before Judge John P. Bailey in Marshall County Board of Education et al v. Sackler et al, Case No. 5:25-cv-00228-JPB. These counsels are: Mehri & Skalet, PLLC. They can be contacted in that capacity at no charge to you at: 202.822.5100.

15. I've received solicitation letters from attorneys. Does my school district need to hire its own attorney to get money from the Settlement?

No. Class Counsel will represent you for purposes of this Settlement at no charge to you. Any attorneys' fees and costs awarded to Class Counsel by the Court will be paid from the Trust. Please note, however, if your district has been or is represented by its own lawyer, any money you may owe to that lawyer will not be covered by this Settlement. If your district wants to be represented by its own lawyer, you may hire one at your own expense. Your district might receive less money overall if you choose to hire your own lawyer to litigate against the Defendants rather than participate in this Settlement.

16. How will Class Counsel be paid? How much will these lawyers be paid?

Any attorneys' fees and costs awarded to Class Counsel by the Court will be paid from the Public School Trust

Defendants will pay reasonable attorneys' fees and costs to Class Counsel as determined by the Court. Class Counsel will ask the Court to award (25% or approximately \$6.7 million as attorneys' fees for School District Counsel and to reimburse them for their costs estimated to be no more than \$100,000). They will file that request with the court on [REDACTED]. That document will be available on the Settlement Website shortly after it is filed and will describe the methodology and rationale behind Class Counsel's request. Class Members can comment on or object to this request, as explained further in Question 17. The Court must approve any attorneys' fees and costs before they are paid.

Defendants will not pay attorneys' fees and costs to any attorneys other than Class Counsel and attorneys working under Class Counsel's direction. If your district has hired or chooses to hire attorneys that have not been appointed as Class Counsel, you may incur additional charges, according to your agreement with your personally-retained attorneys. No attorneys other than Class Counsel or other attorneys authorized by Class Counsel to perform work in connection with this Action will receive fees or expenses from Defendants under this Class Action Agreement or any fee-shifting statute.

17. How do I tell the Court if my school district doesn't like the Settlement?

If you do not exclude your school district from the Settlement, you may object to it. The Court will consider your views. By filing an Objection, you can ask the Court not to approve the Settlement. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court does not approve the Settlement, no Settlement payments will be sent out, and the lawsuit will continue. If that is what

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you want to happen, you should object. To comment on or object to the Settlement or Class Counsel's request for attorneys' fees and costs, you or your attorney must submit a written Objection to the Court, which must include the following information:

- Your name, address and telephone number;
- A statement saying that your school district is "objecting to the School District Opioid Litigation Class Action Settlement with the Sacklers in [REDACTED], Case No. [REDACTED]," or substantially similar clear and unambiguous language.
- The specific reasons why your district is objecting to the Settlement, along with any supporting materials, including any legal and evidentiary support you wish to bring to the Court's attention;
- A statement that specifying whether your district's objection applies only to your district, to a subsection of the Class, or to the entire Class;
- A statement that you have reviewed the Class definition and have not opted your school district out of the Class;
- A list of all class actions in which your district and its counsel have previously objected;
- Whether your district intends to appear at the Fairness Hearing through counsel and, if so, the identity of all attorneys who will appear for the district at the Fairness Hearing;
- A statement that your district submits to the jurisdiction of the Court with respect to (a) the Objection or request to be heard and (b) the subject matter of the Settlement, including but not limited to enforcement of the terms of the Settlement; and
- Your signature and the date.

If you object through your own lawyer (hired at your own expense), your lawyer must comply with additional requirements contained in Section [REDACTED] of the Class Action Settlement.

In addition, if you intend to appear at the final approval hearing (the "Fairness Hearing"), you must submit a written notice of your intent (*see* Questions 20 and 21 below).

You must mail your Objection to all the addresses below, postmarked by [REDACTED]:

Court	Class Counsel	Defense Counsel
PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO ASK ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.	Cyrus Mehri Mehri & Skalet, PLLC 2000 K Street NW, Suite 325 Washington, DC 20006 John W. Barrett Bailey Glasser, LLP 209 Capitol Street Charleston, WV 25301	Garrett Lynam Kokino LLC 201 Tressor Boulevard, 3rd Floor Stamford, CT 06901 Frank S. Vellucci Summer Road LLC 207 6th Street West Palm Beach, FL 33401 Leslie J. Schreyer Norton Rose Fulbright US LLP 1301 Avenue of the Americas New York, NY 10019-6022 Jonathan G. White Inprendra Limited

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		2nd Floor, Eaton House 9 Seaton Place St Helier, Jersey JE2 3QL <i>with a copy (which shall not constitute notice) to:</i> Milbank LLP 55 Hudson Yards New York, NY 10001 email: rkennedy@milbank.com <i>and</i> Debevoise & Plimpton LLP 66 Hudson Boulevard New York, NY 10001 email: jball@debevoise.com

18. What is the difference between objecting to the Settlement and opting out?

You can object only if you do not opt out of the Class. Opting out is telling the Court that you do not want your school district to be part of the Settlement, and your district does not want to receive any payment from the Settlement. If you opt out, you have no basis to object to the Settlement by telling the Court you do not like something about it because the case no longer affects you.

If you object to the Settlement, you are expressing your views about the Settlement but remain a member of the Class (if you are otherwise eligible). If you make an objection, you must still submit a Claim in order to receive compensation under the Class Action Settlement.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on [REDACTED], at the United States District Court for the Northern District of West Virginia, located at the United States Courthouse, [REDACTED], before determining whether to approve the Settlement and Class Counsel's request for attorneys' fees and costs. The hearing may be moved to a different date or time without additional notice, so it is good to check www.SacklerSchoolDistrictOpioidSettlement.com or call 1-866-961-5451. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable, and adequate. If there are Objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement and Class Counsel's request for attorneys' fees and costs. We do not know how long that decision will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to attend at your own expense. If you timely file an Objection, you do not have to come to Court to talk about it. As long as you submitted your written Objection on time, the Court will consider it. You also may have your own lawyer attend at your expense, but it is not necessary.

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21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to permit you to speak. To do so, you must file with the Court a written notice of your intent to appear. Be sure to include your name, address, telephone number, and your signature. Your notice of intention to appear must be filed or postmarked no later than [REDACTED] and must also be sent to all the addresses listed in Question 17.

SECTION 1.04 GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy this Notice, the Settlement Agreement, and other documents at www.SacklerSchoolDistrictOpioidSettlement.com. You also may write with questions to School District Purdue Opioid Notice and Claims Administrator, PO Box 3637, Baton Rouge, LA 70821 or call 1-866-961-5451.

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EXHIBIT E

As Part of a Class Action Settlement, Your School District May be Eligible to Apply for Funding to Abate or Mitigate the Effects of the Opioid Crisis in your District

A federal court authorized this Notice.

You are not being sued. And this is not a solicitation from a lawyer.

A class action lawsuit has been brought on behalf of a Class of approximately 2,500 school districts nationwide. The Parties have negotiated a proposed Settlement to resolve the case. Your school district may be a member of the Class and could benefit from the Settlement.

The lawsuit was filed by the Marshall and Wetzel County Boards in West Virginia, in federal court in West Virginia. But these two West Virginia districts (the “Plaintiffs”) also represent a Class of approximately 2,500 similarly situated school districts across the country.

The lawsuit alleges Sackler family members who served on the board of the opioid manufacturer Purdue Pharma L.P. (“Defendants”) were primary architects of Purdue’s scheme to deceptively market and “turbocharge” opioid sales. The lawsuit alleges that school budgets have been significantly strained by the need to support students exposed to opioids before birth, those affected by family members’ opioid use, and students struggling with addiction themselves. It seeks damages for the financial impact on already overstretched school districts. The Defendants dispute these allegations and deny any legal responsibility.

Who is Included?

Your school district is a member of the Class if: (a) your district has more than 5,000 enrolled students, (b) your district has filed an opioid-related lawsuit, or (c) your district has filed a “claim” as a creditor in the bankruptcy of Purdue Pharma L.P.

What does the Settlement Provide?

The proposed lawsuit would resolve claims that Class Members may have against the Defendants arising out of or related to the allegations in the complaint. In return for settling, the Sackler Defendants will pay the Class up to \$26,776,216.55. The amount will be reduced if certain Class Members choose to opt-out of the Settlement. That money will be deposited into a Public School District Opioid Recovery Trust, which will use the money (net of attorneys’ fees and costs) to provide grants to school districts to address the impact of the opioid crisis in public schools. If your district is a Class Member it will be eligible to apply for and receive grants from the Trust. **The Trust will distribute funds through a grant process, not on a pro rata or proportional basis. Under this proposed Settlement, no school district is guaranteed any Settlement funds.** An independent Special Trustee will review funding requests and select proposals based on published criteria available at www.sacklerschooldistrictopioidsettlement.com.

Who Represents You?

The Court has appointed **XXXXXXXXXX** as Class Counsel at no cost to you. Their contact information is available at www.sacklerschooldistrictopioidsettlement.com.

What are your Rights and Options?

Your district has four options:

Do Nothing: Your district will not receive funding and will give up the right to sue over the issues resolved by the Settlement if it is approved.

Apply for Funds: Submit a funding request to the Public School Trust. Details are available at www.sacklerschooldistrictopioidsettlement.com.

Request Exclusion (“opt out”): Your district can opt out if it does not want to participate or be bound by the Settlement. This keeps the right to sue separately but forfeits eligibility for funding.

Object: If you disagree with the Settlement but still want to participate, you can file an Objection with the Court. You may still apply for funding. You cannot object if you opt out.

When will the Court approve or disapprove the Settlement?

The court has scheduled a hearing on **Month DD, 20XX** to consider: whether to approve this proposed Settlement; any Class Member Objections to it; and requests for awards to the class representatives; and attorneys’ fees, costs and expenses for Class Counsel for their work in this litigation. You, or an attorney hired by you, may ask to appear at the hearing but you do not have to do so. Please check the Settlement website for updates.

How do I get More Information?

This notice is only a summary. For full settlement terms, visit www.sacklerschooldistrictopioidsettlement.com, contact Class Counsel at 1-866-961-5451 or info@schooldistrictopioidrecoverygrants.com, check the Court’s PACER system at <https://ecf.cand.uscourts.gov> (fees apply), or visit the Clerk’s Office at the U.S. District Court for the Northern District of West Virginia during business hours.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT.**