

# CHIPPEWA COUNTY

## EXECUTIVE COMMITTEE

### REGULAR MEETING

MARCH 7, 2023

CHIPPEWA COUNTY COURTHOUSE, RM 302

4:00 PM

#### 1. CALL TO ORDER

Chair Gullickson called the meeting to order at 4:00 p.m.

#### 2. ROLL CALL

| Attendee Name   | Organization    | Title                   | Status  | Arrived |
|-----------------|-----------------|-------------------------|---------|---------|
| Dean Gullickson | Chippewa County | District 5 (Chair)      | Present |         |
| Ken Schmitt     | Chippewa County | District 3 (Vice-Chair) | Present |         |
| Harold Steele   | Chippewa County | District 2              | Present |         |
| Glen Sikorski   | Chippewa County | District 6              | Present |         |
| Jason Bergeron  | Chippewa County | District 7              | Present |         |

Others Present: Randy Scholz, Traci Bremness, Lori Zwiefelhofer, Toni Hohlfelder, Todd Pauls

#### 3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

#### 4. CONSENT AGENDA

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                     |
| <b>MOVER:</b>    | Glen Sikorski, District 6                       |
| <b>SECONDER:</b> | Jason Bergeron, District 7                      |
| <b>AYES:</b>     | Gullickson, Schmitt, Steele, Sikorski, Bergeron |

1. Approve the Agenda
2. Approve the Minutes

Executive Committee - Regular Meeting - Feb 21, 2023 5:00 PM

3. Schedule Next Meeting Date - March 21, 2023

#### 5. REPORTS

#### 6. BUSINESS ITEMS

1. Resolution to Authorize Chippewa County to Enter into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., to Agree to the Terms of the Addendum to the Memorandum of Understanding Allocating Settlement Proceeds, and to Authorize Entry into the Memorandum of Understanding with the Attorney General

# Executive Committee

Minutes  
Regular Meeting

Chippewa County Courthouse, Rm 302

March 7, 2023  
4:00 PM

Scholz explained this is the second settlement as part of the National Opioid Litigation. The settlement agreement has the same criteria as the last one. It is anticipated that we will get approximately 80% of what we got the last time.

|                  |                                                 |                                |
|------------------|-------------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>FORWARD TO COUNTY BOARD [UNANIMOUS]</b>      | <b>Next: 3/14/2023 6:00 PM</b> |
| <b>MOVER:</b>    | Harold Steele, District 2                       |                                |
| <b>SECONDER:</b> | Ken Schmitt, District 3 (Vice-Chair)            |                                |
| <b>AYES:</b>     | Gullickson, Schmitt, Steele, Sikorski, Bergeron |                                |

## 7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

- A. County Board Chair Report
- B. County Administrator Operation Report

## 8. AGENDA ITEMS FOR FUTURE CONSIDERATION

## 9. ADJOURN

The meeting adjourned at 4:06 p.m.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                     |
| <b>MOVER:</b>    | Ken Schmitt, District 3 (Vice-Chair)            |
| <b>SECONDER:</b> | Jason Bergeron, District 7                      |
| <b>AYES:</b>     | Gullickson, Schmitt, Steele, Sikorski, Bergeron |

# CHIPPEWA COUNTY

## EXECUTIVE COMMITTEE

### REGULAR MEETING

FEBRUARY 21, 2023

CHIPPEWA COUNTY COURTHOUSE, RM 302

5:00 PM

#### 1. CALL TO ORDER

#### 2. ROLL CALL

| Attendee Name   | Organization    | Title                   | Status  | Arrived |
|-----------------|-----------------|-------------------------|---------|---------|
| Dean Gullickson | Chippewa County | District 5 (Chair)      | Present |         |
| Ken Schmitt     | Chippewa County | District 3 (Vice-Chair) | Present |         |
| Harold Steele   | Chippewa County | District 2              | Present |         |
| Glen Sikorski   | Chippewa County | District 6              | Present |         |
| Jason Bergeron  | Chippewa County | District 7              | Present |         |

Others Present: Randy Scholz, Traci Bremness, Lori Zwiefelhofer, and Todd Pauls

#### 3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

#### 4. CONSENT AGENDA

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Glen Sikorski, District 6  
**SECONDER:** Jason Bergeron, District 7  
**AYES:** Gullickson, Schmitt, Steele, Sikorski, Bergeron

1. Approve the Agenda

2. Approve the Minutes

Executive Committee - Regular Meeting - Feb 7, 2023 4:00 PM

3. Schedule Next Meeting Date - March 7, 2023

#### 5. REPORTS

#### 6. BUSINESS ITEMS

1. Resolution to Authorize Participation in the Broadband Equity, Access and Deployment (BEAD) Local Planning Grant Program – Randy Scholz

Scholz gave an update on the BEAD program and explained there are four options to select from. We were hoping to use Momentum West as our regional provider to act as our fiscal agent. We were notified today they are no longer willing to do that. This leaves the County with two options; either don't do it at all or do it independently. Scholz also explained that we don't know yet what the requirements are for us or how much time will be involved with this initiative.

Minutes Acceptance: Minutes of Feb 21, 2023 5:00 PM (Consent Agenda)

# Executive Committee

Minutes  
Regular Meeting

Chippewa County Courthouse, Rm 302

February 21, 2023  
5:00 PM

|                  |                                                 |                                |
|------------------|-------------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>FORWARD TO COUNTY BOARD [UNANIMOUS]</b>      | <b>Next: 2/21/2023 6:00 PM</b> |
| <b>MOVER:</b>    | Ken Schmitt, District 3 (Vice-Chair)            |                                |
| <b>SECONDER:</b> | Harold Steele, District 2                       |                                |
| <b>AYES:</b>     | Gullickson, Schmitt, Steele, Sikorski, Bergeron |                                |

## 7. UPDATES, ANNOUNCEMENTS, AND CORRESPONDENCE

- A. County Board Chair Report
- B. County Administrator Operation Report

## 8. AGENDA ITEMS FOR FUTURE CONSIDERATION

## 9. ADJOURN

The meeting adjourned at 5:12 p.m.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                     |
| <b>MOVER:</b>    | Ken Schmitt, District 3 (Vice-Chair)            |
| <b>SECONDER:</b> | Jason Bergeron, District 7                      |
| <b>AYES:</b>     | Gullickson, Schmitt, Steele, Sikorski, Bergeron |

Minutes Acceptance: Minutes of Feb 21, 2023 5:00 PM (Consent Agenda)



## STATEMENT OF EXPLANATION

Resolution No. 13 - 23

**RES. 13-23: RESOLUTION TO AUTHORIZE CHIPPEWA COUNTY TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH TEVA PHARMACEUTICAL INDUSTRIES LTD., ALLERGAN FINANCE, LLC, WALGREEN CO., WALMART, INC., CVS HEALTH CORPORATION AND CVS PHARMACY, INC., TO AGREE TO THE TERMS OF THE ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING ALLOCATING SETTLEMENT PROCEEDS, AND TO AUTHORIZE ENTRY INTO THE MEMORANDUM OF UNDERSTANDING WITH THE ATTORNEY GENERAL - RANDY SCHOLZ**

Passage of this resolution will authorize Chippewa County to enter into Opioid Litigation settlements with five (5) manufacturers and pharmacies. The total national settlement from these five opioid defendants is approximately \$20.42 billion. Those settlements are as follows:

1. Allergan (manufacturer) - \$2.37 billion
2. Teva (manufacturer) - 4.25 billion
3. Walgreens (pharmacy) - \$5.7 billion
4. CVS (pharmacy) - \$5 billion
5. Wal-Mart (pharmacy) \$3.1 billion

Of the \$20.42 billion in settlement proceeds, it is estimated that the State of Wisconsin will receive \$321,436,470.90. Pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of the Opioid Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State. As a result, the local governments in Wisconsin are estimated to receive \$225,005,529.63. It is unclear at this time how much Chippewa County will receive from the local governments' share.

## Resolution No. 13 - 23

**RES. 13-23: RESOLUTION TO AUTHORIZE CHIPPEWA COUNTY TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH TEVA PHARMACEUTICAL INDUSTRIES LTD., ALLERGAN FINANCE, LLC, WALGREEN CO., WALMART, INC., CVS HEALTH CORPORATION AND CVS PHARMACY, INC., TO AGREE TO THE TERMS OF THE ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING ALLOCATING SETTLEMENT PROCEEDS, AND TO AUTHORIZE ENTRY INTO THE MEMORANDUM OF UNDERSTANDING WITH THE ATTORNEY GENERAL - RANDY SCHOLZ**

WHEREAS, the Chippewa County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms") to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the County's expenditure of vast money and resources to combat the opioid epidemic; and

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants; and

WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the "Litigation"); and

WHEREAS, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation; and

WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County's case for trial and engage in extensive settlement discussions with the Opioid Defendants; and

WHEREAS, the settlement discussions with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc.. (the "Settling Defendants") resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation; and

WHEREAS, copies of the various settlement agreements relating to the Settling Defendants (collectively "Settlement Agreements") representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution; and

WHEREAS, the Settlement Agreements provide, among other things, for the payment of

61 certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the  
62 occurrence of certain events detailed in the Settlement Agreements; and

63  
64 WHEREAS, the County is a Participating Subdivision in the Settlement Agreements and  
65 has the opportunity to participate in the benefits associated with the Settlement Agreement  
66 provided the County (a) approves the Settlement Agreements; and (b) approves the  
67 Memorandum of Understanding allocating proceeds from the Settlement Agreements among  
68 the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution  
69 (the "Allocation MOU"); and (c) approves the Memorandum of Understanding with the  
70 Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is  
71 attached to this Resolution (the "AG MOU"); and (d) the Legislature's Joint Committee on  
72 Finance approves the terms of the Settlement Agreements and the AG MOU; and

73  
74 WHEREAS, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes  
75 relating to the settlement of all or part of the Litigation; and

76  
77 WHEREAS, pursuant to Wis. Stat. § 165.12(2), the Legislature's Joint Committee on  
78 Finance is required to approve the Settlement Agreements and the AG MOU; and

79  
80 WHEREAS, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or  
81 part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to  
82 the Litigation and 30% to the State; and

83  
84 WHEREAS, Wis. Stat. § 165.12(4)(b)2. provides that the proceeds from the Settlement  
85 Agreement must be deposited in a segregated account (the "Opioid Abatement Account") and  
86 may be expended only for approved uses for opioid abatement as provided in the Settlement  
87 Agreements; and

88  
89 WHEREAS, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government  
90 against the Opioid Defendants filed after June 1, 2021; and

91  
92 WHEREAS, the definition of Participating Subdivisions in the Settlement Agreements  
93 recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a  
94 result, the only Participating Subdivisions in Wisconsin are those counties and municipalities  
95 that were parties to the Litigation (or otherwise actively litigating a claim against one, some, or  
96 all of the Opioid Defendants) as of June 1, 2021; and

97  
98 WHEREAS, the Legislature's Joint Committee on Finance is not statutorily authorized or  
99 required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin  
100 Participating Subdivisions; and

101  
102 WHEREAS, the Law Firms have engaged in extensive discussions with counsel for all  
103 other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is  
104 an agreement between all of the entities identified in the Allocation MOU as to how the

proceeds payable to those entities under the Settlement Agreements will be allocated; and

WHEREAS, the proposed Addendum to the MOU ("Addendum") provided with this Resolution provides for allocation of settlement proceeds among the Wisconsin Participating Subdivisions according to the same percentages as that provided in the previously-approved MOU allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.; and

WHEREAS, there is provided with this Resolution a summary of the essential terms of the Settlement Agreements, the deadlines related to the effective dates of the Settlement Agreements, the ramifications associated with the County's refusal to enter into the Settlement Agreements, the form of the Addendum, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements; and

WHEREAS, the County, by this Resolution, shall deposit the proceeds of the Settlement Agreements consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b); and

WHEREAS, pursuant to the County's engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and any settlement; and

WHEREAS, the Law Firms anticipate making application to the national fee fund established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement with the County; and

WHEREAS, it is anticipated the amount of any award from the fee fund established in the Settlement Agreements will be insufficient to satisfy the County's obligations under the engagement agreement with the Law Firms; and

WHEREAS, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall authorize and direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to fund a local "backstop" for payment of the fees, costs, and disbursements of the Law Firms; and

WHEREAS, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreements exceed an amount equal to

25% of the amounts allocated to the County in the Addendum; and

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Addendum, and the AG MOU, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account; and

WHEREAS, the County, by this Resolution, shall authorize the County's corporation counsel to finalize and execute any escrow agreement and other document or agreement necessary to effectuate the Settlement Agreements and the other agreements referenced herein;

NOW, THEREFORE BE IT RESOLVED, that the Chippewa County Board of Supervisors does hereby approve:

1. The execution of the Settlement Agreements and any and all documents ancillary thereto and authorizes the County Administrator or designee to execute same.
2. The final negotiation and execution of the Addendum in a form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the County Administrator or designee to execute the same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Addendum provided to the Board with this Resolution.
3. The final negotiation and execution of the AG MOU in a form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the County Administrator or designee to execute same.
4. The execution by the County Administrator or designee of any additional documents or agreements for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Addendum; and

BE IT FURTHER RESOLVED, that all proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account shall be deposited in the County's Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements; and

BE IT FURTHER RESOLVED, that the County hereby authorizes the establishment of an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the

Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account; and

BE IT FURTHER RESOLVED, that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Forwarded to the County Board by the Executive Committee.

**FINANCIAL IMPACT:**

The total estimated settlement from these 5 entities to the State of Wisconsin is \$321,436,470.90, of which the local governments will receive \$225,005,529.63. It is unclear at this time what Chippewa County will receive from the local government's share of the settlements.

|                  |                                                 |                                |
|------------------|-------------------------------------------------|--------------------------------|
| <b>03/7/2023</b> | <b>Executive Committee</b>                      |                                |
| <b>RESULT:</b>   | <b>FORWARD TO COUNTY BOARD [UNANIMOUS]</b>      | <b>Next: 3/14/2023 6:00 PM</b> |
| <b>MOVER:</b>    | Harold Steele, District 2                       |                                |
| <b>SECONDER:</b> | Ken Schmitt, District 3 (Vice-Chair)            |                                |
| <b>AYES:</b>     | Gullickson, Schmitt, Steele, Sikorski, Bergeron |                                |

Approved as to Form:

*Todd A. Pauls*

Todd A. Pauls, Corporation Counsel

2/23/2023

*Lori Zwiefelhofer*

Lori Zwiefelhofer, Finance Director

2/23/2023

*Randy B. Scholz*

Randy B. Scholz, County Administrator

2/23/2023

**WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF  
UNDERSTANDING FOR THE ALLOCATION OF  
OPIOID SETTLEMENT PROCEEDS**

**WHEREAS**, the State of Wisconsin (“State”), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

**WHEREAS**, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

**WHEREAS**, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

**WHEREAS**, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

**WHEREAS**, while the Local Governments and the State recognize that the sums which may be available from the aforementioned Settlement Agreements will likely be insufficient to fully abate the public health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

**WHEREAS**, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds;

**WHEREAS**, the State and the Local Governments intend this Memorandum of Understanding (“MOU”) to effectuate the terms of future Settlement Agreements arising out of the Litigation in a manner consistent with Wis. Stat. § 165.12(2); and

**WHEREAS**, this MOU does not supersede or alter any previously agreed upon MOU between the State and Local Governments related to the Litigation.

**NOW, THEREFORE**, the State and the Local Governments, enter into this MOU upon the terms described herein.

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement (“Settlement Payments”) to the State or Local

- Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. “Opioid Settlement Proceeds” do **not** include the “Additional Restitution Amount” (also known as additional remediation, or any other fund, proceed, or amount paid to States who did not utilize outside counsel), reimbursement of the United States Government, or separate funds identified in Settlement Agreements as direct or indirect compensation for a Party’s litigation fees, expenses, and/or costs.
2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
  3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin (“State Share”); and (ii) 70% to Local Governments (“LG Share”). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
  4. 100% of the “Additional Restitution Amount” shall be paid to the State and deposited with the Department of Health Services.
  5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire “Additional Restitution Amount,” shall, consistent with Wis. Stat. § 165.12(3) and (4), and except as provided in Wis. Stat. § 165.12(5), be utilized only for purposes identified as approved uses for abatement in a Settlement Agreement.
  6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.
- Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys’ fees and expenses may only be paid for out of the owing Local Governments’ share.
7. The parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.
  8. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

9. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
11. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.

Notice to the Local Governments shall be sent via regular U.S. Mail or email to:

Andrew Phillips  
Attolles Law, s.c.  
222 E. Erie Street  
Suite 210  
Milwaukee, WI 53202  
aphillips@attolles.com

Erin Dickinson  
Crueger Dickinson LLC  
4532 N. Oakland Ave.  
Milwaukee, WI 53211  
ekd@cruegerdickinson.com

Burton LeBlanc  
2600 CitiPlace Drive  
Suite 400  
Baton Rouge, LA 70809  
bleblanc@baronbudd.com

Shayna Sacks  
360 Lexington Avenue  
Eleventh Floor  
New York, NY 10017  
ssacks@napolilaw.com

Christopher Smith  
 von Briesen & Roper, s.c.  
 411 E. Wisconsin Ave.  
 Suite 1000  
 Milwaukee, WI 53202  
 christopher.smith@vonbriesen.com

Steven Nelson  
 von Briesen & Roper, s.c.  
 411 E. Wisconsin Ave.  
 Suite 1000  
 Milwaukee, WI 53202  
 steven.nelson@vonbriesen.com

Any objection(s) by a Local Government shall be sent via regular U.S. Mail or email to:

Laura E. McFarlane  
 Assistant Attorney General  
 Wisconsin Department of Justice  
 17 W. Main Street  
 Post Office Box 7857  
 Madison, Wisconsin 53707-7857  
 mcfarlanele@doj.state.wi.us

and

R. Duane Harlow  
 Assistant Attorney General  
 Wisconsin Department of Justice  
 17 West Main Street  
 Post Office Box 7857  
 Madison, Wisconsin 53707-7857  
 harlowrd@doj.state.wi.us

13. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the parties hereby execute this MOU as of the date set forth below.

**ON BEHALF OF THE STATE OF WISCONSIN:**

\_\_\_\_\_  
Attorney General Josh Kaul

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

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

\_\_\_\_\_  
Adams County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Ashland County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Barron County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Bayfield County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Brown County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Buffalo County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Burnett County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Calumet County

Printed: \_\_\_\_\_

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

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Chippewa County

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## EXHIBIT A

### Litigating Local Governments

|                    |                             |                           |
|--------------------|-----------------------------|---------------------------|
| Adams County       | Juneau County               | Pepin County              |
| Ashland County     | Kenosha County              | Pierce County             |
| Barron County      | City of Kenosha             | Portage County            |
| Bayfield County    | Village of Pleasant Prairie | Price County              |
| Brown County       | Kewaunee County             | Racine County             |
| Buffalo County     | La Crosse County            | Village of Mount Pleasant |
| Burnett County     | Lafayette County            | Village of Sturtevant     |
| Calumet County     | Langlade County             | Village of Union Grove    |
| Chippewa County    | Lincoln County              | Town of Yorkville         |
| Clark County       | Manitowoc County            | Richland County           |
| Columbia County    | Marathon County             | Rock County               |
| Crawford County    | Marinette County            | Rusk County               |
| Dane County        | City of Marinette           | Sauk County               |
| Dodge County       | Marquette County            | Sawyer County             |
| Door County        | Menominee County            | Shawano County            |
| Douglas County     | Milwaukee County            | Sheboygan County          |
| City of Superior   | City of Cudahy              | St Croix County           |
| Dunn County        | City of Franklin            | Taylor County             |
| Eau Claire County  | City of Greenfield          | Trempealeau County        |
| Florence County    | City of Milwaukee           | Vernon County             |
| Fond Du Lac County | City of Oak Creek           | Vilas County              |
| Forest County      | City of South Milwaukee     | Walworth County           |
| Grant County       | City of Wauwatosa           | Washburn County           |
| Green County       | City of West Allis          | Washington County         |
| Green Lake County  | Monroe County               | Waukesha County           |
| Iowa County        | Oconto County               | Waupaca County            |
| Iron County        | Oneida County               | Waushara County           |
| Jackson County     | Outagamie County            | Winnebago County          |
| Jefferson County   | Ozaukee County              | Wood County               |

**ADDENDUM TO WISCONSIN LOCAL GOVERNMENT  
MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the Local Governments entered into the MOU for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

**WHEREAS**, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and

**WHEREAS**, the Local Governments intend this Addendum to the MOU to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A thereto.

**NOW, THEREFORE**, the Local Governments enter into this Addendum to the MOU upon the terms described herein.

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.
2. Nothing in this MOU is intended to alter or change any Local Government’s right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
3. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereby execute this Addendum as of the date set forth below.

ON BEHALF OF THE LOCAL GOVERNMENTS:

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